

**REGULAR MEETING AGENDA
JEFFERSON COUNTY COMMISSION
FIRST QUARTERLY SESSION JANUARY-MARCH 2024
THURSDAY, JANUARY 18, 2024
6:00 P.M.
County Commission Meeting Room
Old Charles Town Library
200 E. Washington Street, Charles Town, WV**

CALL TO ORDER

PRAYER – Anthony Aaron, Grace Baptist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- December 21, 2023 Regular Meeting
- January 4, 2024 Regular Meeting

APPROVAL OF REQUISITIONS

- January 18, 2024

APPROVAL OF ACCOUNTS PAYABLE

- January 11, 2024
- January 18, 2024

APPROVAL OF MANUAL CHECKS

- January 12, 2024
- January 19, 2024

APPROVAL OF PAYROLL

- January 5, 2024

ANNOUNCEMENTS

Report if there are changes in the agenda if applicable

PUBLIC COMMENT

*****You may participate in public comment during the virtual meeting by raising your hand. Please submit comments via email to info@jeffersoncountywv.org. Your 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. Angela Banks, Assessor
- Exonerations
2. 6:20p.m. Jacqueline Shadle, County Clerk

- New Hire Approval for Full-time Probate Clerk

3. 6:30 p.m. Martin Burke, Chair, Jefferson County Historic Landmarks Commission
- Request to open the Jefferson County Courthouse on Saturday, April 13, 2024 to celebrate the designation of the Courthouse as a National Historic Landmark
4. 6:45 p.m. Interviews & Appointments to the following:
- Jefferson County Board of Zoning Appeals – two three-year terms ending January 1, 2027
- Eastern Panhandle Transit Authority – two three-year terms ending January 31, 2027
5. 7:00 p.m. Public Hearing re: Application of G&S Properties, LLC, RAI Properties, LLC, pursuant to WV Code 7-1-3H, 1931 as Amended – Petition of Right of Way/Easement of Abandonment that bisects Lots 43B and 42B in the Burr Industrial Park
- Approval of Order to vacate and abandon old, unused road pursuant to WV Code 7-1-3H
6. 7:15 p.m. Elizabeth Wheeler, Director, Jefferson County Farmland Protection
- Approval of Purchase on one Agricultural Conservation Easement
7. 7:30 p.m. Dan Murphy, Greenway Engineering
- Request to Schedule Public Hearing re: Harvest Hills Subdivision Phase II Zoning Map Amendment request for subject parcels owned by Arcadia Land, Inc. and identified as District 9, Tax Map 24, Parcel(s) 12 & 13
8. 7:40 p.m. Todd Wilt, City Manager, City of Ranson
- City of Ranson Request for Annexation: District 2; Map 08; Parcel 29.3, Parcel ID: 0008-0029-0003, as provided by WV Code 8-6-4 & 8-6-4a
9. 7:55 p.m. Douglas Rockwell, Citizen
- Request for Payment of Attorney fees and costs for Civil Action Nos. CC-19-2021-C-33, 34,35, 36, & 37
10. 8:10 p.m. Dick Myers, Deputy Director, Jefferson County Homeland Security & Emergency Management
- Approval to adopt the 2023 Jefferson County Multi-Jurisdictional Hazard Mitigation Plan
- Approval of release of funds to Michael Baker International in the amount of \$57,000
11. 8:25 p.m. Nathan Cochran, Assistant Prosecuting Attorney
 - a. Discussion of legal issues and potential action regarding past and current solar litigation, including Jefferson County Circuit Court Civil Action No. 2020-C-112 [Rockwell v. JCC, JCPC, and JCBZA] and WV Supreme Court of Appeals No. 23-0369 (appeals of Jefferson County Circuit Court Civil Action No. 2022-C-141)
 - b. Memorandum of Understanding for JC Department of Homeland Security and Emergency Management
 - c. Report by Counsel on the status of the advisory opinion regarding the Planning Commission committee meetings.

d. Discussion of legal issues and potential action regarding Jefferson County Circuit Court Civil Action No. 2023-C-266 [Adam McDowell, individually and on behalf of Shannondale Vista Association v. JCPC and JCC]

e. Discussion of legal issues and potential action regarding Jefferson County Circuit Court Civil Action No. 2023-P-112 [JCC v. Steve Cox]

f. Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property.

NEW BUSINESS

12. Update to the County Commission from Nathan Cochran on the advisory opinion request from the Ethics Commission related to the Planning Commission and its subcommittees abiding by the Open Meetings Act (TJ)

13. Discussion and possible action on revisiting Agenda Policy 900 to clarify when/how agenda items may be declined (JK)

14. Continuity of Emergency Service Protocol (PM)

INTERIM COUNTY ADMINISTRATOR REPORTS

- Legislative Summary
- Update on hiring solicitations
- Emergency Services Agency onboarding
- Update on TIF lawyer
- Draft Budget schedule
- BORE Workshop date request (action requested)
- Follow-up re: Harvest Hills vote
- Follow-up re: amplified sound/text display of proposed motions
- Boards training
- CoxHollidaYoung engagement letter (action requested)

15. **ADJOURN**

CORRESPONDENCE AND INFORMATION

2024 Notice of Board of Review & Equalization

Notice of Public Input Meeting – Mapping Jefferson County’s Future

Jefferson County Historic Landmarks Commission – 2023 Q4 Quarterly Report

Year-to-Date Budget Report for December 2023

December 2023 Impact Fee Status Report

Public Comment received from the following: David Tabb, Bob Aitcheson

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, December 21, 2023

A meeting of the Jefferson County Commission was held on Thursday, December 21, 2023, during the third quarterly session at 6:00 pm. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, Commissioner Tricia Jackson, Commissioner Jennifer Krouse, Commissioner Pasha Majdi and Commissioner Jane Tabb. Also present were Nathan Cochran, assistant prosecuting attorney, Jacki Shadle, County Clerk and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, December 21, 2023, meeting is available on the Jefferson County Commission website.

PRAYER- Pastor Craig Bush- Grace Baptist Church

APPROVAL OF MINUTES

Motion by Mr. Stolipher to approve the December 7, 2023, regular Minutes. Motion seconded and unanimously approved.

Motion by Mr. Stolipher to approve the December 11, 2023, Special Session Minutes. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Stolipher to approve the Payroll for December 9, 2023, in the amount of \$314,904.91. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK NUMBER	VENDOR NAME	UNCLEARED
88940	AMANDA MILLER	139.20
88941	AMERIFLEX	126.65
88942	CAMPBELL FLANNERY PC	17,937.75
88943	FRONTIER	55.00
88944	FRONTIER	2.25

88945		FRONTIER	7,263.14
88946		FRONTIER	162.78
88947		FRONTIER	979.97
88948		FRONTIER	120.99
88949		FRONTIER	209.29
88950		GUTTMAN OIL CO	5,036.73
88951		J.C. EHRLICH	795.47
88952		JOHN DEERE FINANCIAL	503.37
88953		MICHAEL MONAGHAN	119.50
88954		ROBIN KENNEDY	139.20
88955		SANDRA KELLEY	42.35
88956		UNIFIRST	99.97
88957		US BANK	64,226.44
88958		US POSTAL SERVICE	226.00
88959		W B MASON CO. INC	127.34
88960		WV REGIONAL JAIL & CORRECTION FACILITY AUTH	49,071.08
88961	AM/053	AXIOM STAFFING GROUP	1,001.20
TOTAL			148,385.67

- **Motion by Mr. Stolipher to approve the Accounts Payable for December 14, 2023, in the amount of \$148,385.67. Motion seconded and unanimously approved.**

CHECK NUMBER		VENDOR NAME	UNCLEARED
88963		BUREAU OF CHILD SUPPORT	373.39
88964		COMPTROLLER OF MARYLAND	841.71
88965		CORMAC QUINN	5.40
88966		DARYLL WIMER	11.11
88967		DAVID EVERETT BOOBER	411.00
88968		DAVID WAMPLER	37.73
88969		EFTPS IRS TAXES	105,634.51
88970		EMPOWER RETIREMENT	6,557.47
88971		FEDEX	68.02
88972		GUTTMAN OIL CO	5,033.51
88973		JEFFERSON SECURITY BANK	4,085.00
88974		JOSEPH FORMAN	18.01
88975		LUKE SEIGFRIED	1,995.91
88976		MONICA ANDERSON	4,634.86
88977		NAT. ASSOC. OF EXT. 4-H YOUTH DEVELOP PROFFESIONAL	95.00
88978		NATIONWIDE RETIREMENT SOLUTIONS	1,065.00

88979		PRIORITY DISPATCH	11,114.00
88980		SOFTWARE SYSTEMS INC	1,396.70
88981		SPIRIT OF JEFFERSON	349.74
88982		STATE TAX DEPARTMENT	150.00
88983		STEVEN HOLZ	19.07
88984		UNIFIRST	199.76
88985		VA DEPT OF TAXATION	3,319.48
88986		WV DEPUTY SHERIFF RETIREMENT SYSTEM	24,462.30
88987		WV EMERGENCY MEDICAL SERVICES RETIREMENT SYSTEM	3,472.73
88988		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	46,675.45
88989		WV STATE TAX DEPARTMENT	29,893.77
88990		WVU WEST VIRGINIA UNIVERSITY	1,950.00
88991	FG/009	SHERIFF OF JEFFERSON COUNTY	8,424.62
88992	BS/011	SHERIFF OF JEFFERSON COUNTY	8,207.89
88993	AM/053	AXIOM STAFFING GROUP	1,001.20
TOTAL			271,504.34

- **Motion by Mr. Stolipher to approve the Accounts Payable for December 21, 2023, in the amount of \$271,504.34. Motion seconded and unanimously approved.**

APPROVAL OF MANUAL CHECKS

			14-Dec-23
			OTHER FUNDS
Check #	Fund	Vendor	Amount
886	HD/008	ALLIED UNIVERSAL ELECTRONIC MONITORING US INC	2,614.40
887	HD/008	D-TRAX, LLC	712.00
888	HD008	SHERIFF OF JEFFERSON CO	91.36
1121	AV/056	GLOBAL SCIENCE & TECHNOLOGY INC	221.99
1122	AV/056	SHERIFF OF JEFFERSON COUNTY	2,330.48
279	AR/207	CITIZENS VOLUNTEER FIRE COMPANY	3,400.00
280	AR/207	INDEPENDENT VOLUNTEER FIRE COMPANY	2,400.00
281	AR/207	SHEPHERDSTOWN VOLUNTEER FIRE COMPANY	1,600.00
282	AR/207	SHERIFF OF JEFFERSON CO	898.64
1432	SI/249	SHERIFF OF JEFFERSON COUNTY	47.00
1433	LI/249	SHERIFF OF JEFFERSON COUNTY	5,089.84
1434	PI/249	SHERIFF OF JEFFERSON COUNTY	45,036.50
1435	EI/249	SHERIFF OF JEFFERSON COUNTY	4,746.30
1436	AI/249	SHERIFF OF JEFFERSON COUNTY	2,099.15
980	CW/059	HUNTZMAN ENTERPRISES	822.00
TOTAL			\$72,109.66

- **Motion by Mr. Stolipher to approve the Manual Checks for December 15, 2023, in the amount of \$72,109.66. Motion seconded and unanimously approved.**

			21-Dec-23
OTHER FUNDS			
Check #	Fund	Vendor	Amount
332	DG/003	SHERIFF OF JEFFERSON COUNTY	73.37
889	HD/008	SHERIFF OF JEFFERSON COUNTY	1,469.79
369	FP/057	JEFFERSON CO FARMLAND PROTECTION BOARD	101,871.29
283	AR/207	SHERIFF OF JEFFERSON COUNTY	13,247.12
1865	CO/246	MOTOROLA SOLUTIONS INC	61,593.42
157	IP/249	MINGHINI'S	2,850.00
133	IS/249	JEFFERSON COUNTY BOARD OF EDUCATION	1,276,081.00
134	IS/249	JEFFERSON COUNTY BOARD OF EDUCATION	2,166,204.20
1123	AV/056	SEGRA	653.14
TOTAL			\$3,624,043.33

- **Motion by Mr. Stolipher to approve the Manual Checks for December 22, 2023, in the amount of \$3,624,043.33. Motion seconded and unanimously approved.**

PUBLIC COMMENT: Marilyn White, Denise Nick, Jacquelyn Milliron, Gale Bard, David Tabb, Doug Rockwell, Bob Aitcheson, Richard Zigler.

PRESENTATIONS

2. Angie Banks- Assessor- Requested -Promotion/ Job Reclassification

- **Motion by Mrs. Tabb to approve the promotion of Victoria Myers from a Grade 7 to Grade 8 as a mapping specialist, 1T and Archivist with a \$10,000 pay increase. Motion seconded and unanimously approved.**

2. Tom Hansen, Sheriff -Tax Deputy – Requested

a. Tax Deputy-Hire

- **Motion by Mr. Stolipher to approve the hire of Brittnei Fletcher as an 80 hour Tax Deputy beginning December 26, 2023, with a starting salary of 35,000.00. Motion seconded and unanimously approved.**

b. New Hire -Part-time Bailiff -New Hire

- **Motion by Mr. Stolipher to approve the hire of Kathleen O'Connor as a part-time Bailiff beginning January 2, 2024, at a rate of \$17 per hour. Motion seconded and unanimously approved.**

3. Jackie Shadle-County Clerk- Requested

- a. Clarification on Benefit Package for Ambulance Fee Position.

Motion Mr. Stolipher to make Pam Eddy a county employee and be eligible for the county benefits. Motion seconded and unanimously approved.

- b. New Hire approval for part-time Finance Clerk

- **Motion by Mr. Stolipher to approve the hire of Kelly Campbell as a part-time finance clerk with a pay rate of \$20.00 per hour with a start date of January 22, 2024. Motion seconded and unanimously approved.**

4. Bryan Sutherland & Greg Sager- Jefferson County Little League- Requested

- **Motion by Mr. Stolipher to provide Jefferson County Little League with \$113,000.00 to help fund the replacement of the lights on the Little League baseball field, to come out of ARPA funds. Motion seconded and unanimously approved.**

5. Nathan Cochran- Prosecuting Attorney's Office- Presentation of Briefs in the Estates of Sherry Ellen Hoffman and Richard Walter Accurso, deceased.

Motion by Mrs. Tabb to convene as a Fiduciary Review Board. Motion Seconded and unanimously approved.

Motion by Mrs. Tabb to adjourn as a Fiduciary Board and reconvene in regular session. Motion seconded and unanimously approved.

- **Motion by Mr. Majdi to refer the case back to Frank Hill-Fiduciary Commissioner and to report back to the commission. Motion Seconded and unanimously approved.**

6. James B Crawford, III, Esquire, Crawford Law Group, PLLC- Requested to receive Petition of ROW/Easement Abandonment and schedule Public Hearing pursuant to Section 7-1-3, Code of West Virginia, 1931, as amended.

- **Motion by Mr. Stolipher to accept the Petition filed on behalf of RAI Properties, LLC and G&S Properties, LLC and to Schedule a Public Hearing for January 18, 2023. Motion seconded and unanimously approved.**

7. Jefferson County Civil Service-

- a. Interview/Appointment to the Jefferson County Deputy Sheriff Civil Service Commission -one unexpired term ending September 29, 2025.

Will Liston

James Crawford

- **Motion by Mr. Stolipher to appoint James Crawford as the citizen representative for the Jefferson County Deputy Sheriff Civil Service Commission for one unexpired term ending September 29, 2025. Motion seconded and unanimously approved.**

8. Roger Goodwin- Engineering, Planning & Zoning- Requested

- a. Beallair Homes, LLC-Beallair Subdivision, Phase 2 (File #05-41) complete bond release re-securing with a new performance bond provider.

- **Motion by Mr. Stolipher to authorize a complete release of Performance Bond #BRIFSU0613433 with International Fidelity Insurance Company,**

Hunt Valley, MD, in the amount of \$272,333.55 for Beallair Homes, LLC-Beallair Subdivision, Phase 2 (File 05-41). Motion seconded and unanimously approved.

- b. Beallair Homes, LLC -Beallair Subdivision, Phase 3 (Ale #21-31-SD) complete bond release re-securing with a new performance bond provider.
- **Motion by Mrs. Tabb to authorize a complete release of Performance Bond #1092062 with The Hanover Insurance Company, Worcester, MA, in the amount of \$1,948,535.00 for Beallair Homes, LLC-Beallair Subdivision, Phase 3 (File 21-31-SD). Motion seconded and unanimously approved.**
- c. Beallair Homes, LLC -Beallair Subdivision, Phase 4A (File #19-16-SD) complete bond release re-securing with a new performance bond provider.
- **Motion by Mrs. Tabb to authorize a complete release of Performance Bond #1086065 with The Hanover Insurance Company, Worcester, MA, in the amount of \$905,157.00 for Beallair Homes, LLC -Beallair Subdivision, Phase 4A3 (File 19-16-SD). Motion seconded and unanimously approved.**

9. Mike Sine-Director of Jefferson County Emergency Services Agency Requested- 4 Promotions w/Salary adjustments

- **Motion by Mrs. Tabb to approve Ronnie Shutts FF/EMT III an increase in hourly rate for 10 years of previous career work experience in accordance with AP1192. His new rate will be \$24.92 per hour effective December 17, 2023. Motion seconded and unanimously approved.**
- **Motion by Mrs. Tabb to approve Matthew Minnick a promotion from FF/AEMT Technician to FF/Paramedic III. His new pay rate will be \$25.45 per hour effective December 17, 2023. Motion seconded and unanimously approved.**
- **Motion by Mrs. Tabb to approve Brice Billings a promotion from FF/AEMT Technician to FF/Paramedic III. His new pay rate will be \$25.00 per hour effective December 17, 2023. Motion seconded and unanimously approved.**

- **Motion by Mrs. Tabb to approve McKenzie Pattison a promotion from FF/AEMT I to FF/Paramedic I. Her new pay rate will be \$25.00 per hour effective December 17, 2023. Upon completion of her probationary period and meeting the requirements of AP1060 she will now receive the corresponding promotion to FF/Paramedic II. Motion seconded and unanimously approved.**

10. Selection of Interim County Administrator-

Commissioner Jackson and Commissioner Krouse voiced concern about the workload and responsibility of holding two, executive-level offices. Additionally Commissioner Jackson and Commissioner Krouse voiced desire to nominate additional applicants.

- **Motion by Mr. Majdi to appoint Edwina Benites as the Interim County Administrator. Motion passed on a 3-2 vote with Commissioner Majda, Commissioner Stolipher and Commissioner Tabb voting for and Commissioner Jackson and Commissioner Krouse voting against.**

11. Nathan Cochran- Prosecuting Attorney's Office-

- 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 #1:17OP-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, 2022-C-14 and 2023-C-112, WV Supreme Court No.'s 210727, 21-0728, and 21-0731 and WV Intermediate

Court of Appeals No. to be assigned (appeal of Jefferson County Circuit Court Civil Action No. 2022-C-141).

- c. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.
- d. Discussion of wage issue regarding Deputy Sheriffs.
- e. Preliminary Report by Council as directed by the Commission on December 7, 2023 regarding Fire Levy.

- **It was advised by legal counsel that the Fire Levy was not ready to move forward and additional time was needed to review it thoroughly and to consider holding multiple workshops between now and leading into the General elections.**

NEW BUSINESS

12. Approval of 2024 Holiday Schedule

- **Motion by Mr. Majdi to approve the 2024 Holiday Schedule. Motion seconded and unanimously approved.**

13. Approval of 2024 Jefferson County Commission Regular Meeting Schedule & selection of date and time for the first Regular Meeting of 2024

- **Motion by Mr. Stolipher to approve the 2024 Jefferson County Commission Regular Meeting Schedule & with Commissioner Stolipher stating the next regular meeting will be held on January 4, 2024. Motion seconded and unanimously approved.**

14. Approval of Shepherdstown Fire Department and Friendship Fire Company \$85k Annual Allocation.

- **Motion by Mr. Majdi to approve the yearly allocations for Shepherdstown Fire Department and Friendship Fire Company in the amount of \$85,000. Motion seconded and unanimously approved.**

15. Discussion/Action by County Commission to seek an advisory opinion from the Ethics Commission on subunits of the Planning Commission abiding by the Open Meetings Act to include an agenda and meeting minutes (TJ)

- **Motion by Ms. Jackson for the county commission to seek an advisory opinion from the ethics commission if subunits created by the Jefferson County Planning Commission, including but not limited to the Ordinance Rewrite, Solar Facilities, and Budget committees are subject to abiding by the open meetings act to include a published agenda and meeting minutes. Motion seconded and unanimously approved**

16. Review/Consider the request from counsel at Bowles Rice & Jackson Kelly PLLC to reinstate the June 2022 Solar Text Amendment by annulling its action of September 7, 2023.

- **Motion by Mr. Stolipher to enter into Executive Session to receive legal advice and status updates on item 16. Motion passed on 3-0 with Commissioner Majdi, Commissioner Tabb and Commissioner Stolipher voting for. Commissioner Jackson and Commissioner Krouse recused themselves.**
- **Motion by Mr. Stolipher to come out of Executive Session and reconvene in regular session. Motion seconded and unanimously approved.**
- **Motion by Mr. Majdi to move to rescind action of the County Commission meeting on September 7, 2023 regarding the Solar Text Amendment, Further more to request the Planning Commission to review Section 8.20 in the Zoning Ordinance and provide recommended edits based on projects submitted thus far. Motion passed on 3-0 with Commissioner Majdi, Commissioner Tabb and Commissioner Stolipher voting for. Commissioner Jackson and Commissioner Krouse recused themselves.**

***Commissioner Majdi asked Roger Goodwin-Director-Chief County Engineer three questions:**

1) What Article 12 procedures follow?

- a. No- it is my understanding that the procedures of Article 12 were not followed.

2) Have you or your staff amended the Zoning Ordinance that resulted in the Commission to take action at the September 7, 2023 meeting?

- a. No, it is my understanding that the staff was not directed to amend the zoning ordinance and no further direction was provide as we lost the County Administrator and the Commission was not meeting. The process to amending an ordinance is to present the new amended change to the Commission that is to be adopted, along with an order directing staff to record the amended ordinance at the county clerk's office. This did not happen.

3) Is there any difference in the language in the current Solar Text amendment since it was first written?

- a. Attorney William F. Rohrbaugh Stated that there has been no changes to the Solar Text Amendment that was adopted back in June of 2022.

Adjourn

The Commission adjourned at 8:46 pm a motion by Commissioner Stolipher. Motion was seconded and unanimously approved.

Steve Stolipher, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

Minutes

Jefferson County Commission

Thursday, January 4, 2024

A meeting of the Jefferson County Commission was held on Thursday, January 4, 2024 during the first quarterly session at 9:30 am. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, Commissioner Jane Tabb, Commissioner Tricia Jackson, Commissioner Jennifer Krouse, and Commissioner Pasha Majdi. Also present were Edwina Benites, Interim County Administrator, Nathan Cochran, assistant prosecuting attorney, Jacki Shadle, county clerk; and Sorayda Pitts, administrative assistant. The archived meeting of the Thursday, January 4, 2024, meeting is available on the Jefferson County Commission website.

PRAYER- Pastor Craig Bush- Grace Baptist Church

PLEDGE OF ALLEGIANCE

1. Selection of Commission President-

- Commissioner Krouse nominated Commissioner Jackson for president of the Commission for the year 2024. Commissioner Jackson received one vote. (Krouse)
- Commissioner Tabb nominated to Commissioner Stolipher for president of the Commissioner for the year 2024. Commissioner Stolipher received two votes. (Tabb and Majdi)
- **By majority vote, Commissioner Stolipher was selected as president of the Jefferson County Commission for 2024.**

Selection of Commission vice president-

- Commissioner Krouse nominated Commissioner Jackson for vice president of the Commission for the year 2024. Commissioner Jackson received one vote. (Krouse)
- Commissioner Stolipher nominated Commissioner Tabb for vice president of the Commission for the year 2024. Commissioner Tabb received two votes. (Stolipher and Majdi)

- **By majority vote, Commissioner Tabb was selected as vice president of the Jefferson County Commission for 2024.**

Selection of Committee Assignments-

2024

Jefferson County Commission

Assignments to Boards, Commissions, and Organizations

Organization	2023	2024
Approval of Bills	Tabb/Krouse	Tabb/Krouse
Board of Health – BOH	Krouse	Krouse
Building Repair & Security Courthouse Committee	Krouse	Krouse
Charles Town Utility Board Liaison - CTUB	Jackson	Jackson
Community Corrections Committee – Day Report Center	Jackson	Jackson
Development Authority – JCDA	Stolipher	Stolipher
E911 Council	Tabb	Tabb
Extension Service	Tabb	Tabb
Farmland Protection Board – JCFPB	Tabb	Tabb
Jefferson County Convention & Visitors Bureau - JCCVB	Stolipher	Krouse
Jefferson County Fire & Rescue Association - JCFRA	Jackson/Krouse	Krouse
Historic Landmarks Commission – JCHLC	Krouse	Krouse
Homeland Security/LEPC	Jackson	Jackson
Legislative Liaison	Co. Administrator	Eddie Benites

Jefferson County Parks and Recreation Commission	Krouse	Majdi
Jefferson County Planning Commission	Stolipher	Stolipher
Region 9	Stolipher	Majdi
Solid Waste Authority	Stolipher	Majdi
Hagerstown-Eastern Panhandle Metropolitan Planning Org. (HEPMPO)	Stolipher	Stolipher
Eastern Panhandle Transit Authority (EPTA)	Tabb	Tabb
Workforce Investment Act Liaison	Jackson	Jackson

APPROVAL OF MINUTES

December 21, 2023, regular meeting minutes

It was the consensus of the commission to table this until the next schedule meeting to incorporate edits.

APPROVAL OF REQUISITIONS

Motion by Mr. Stolipher to approve the Requisitions for January 4, 2024, in the amount of \$98,557.75. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK NUMBER	VENDOR NAME	UNCLEARED
88994	AHA-ARTS & HUMANITIES ALLIANCE	1,259.84
88995	AT&T BILL PAYMENT	2.58
88996	BAKERTON VOLUNTEER FIRE DEPARTMENT	85,000.00
88997	BLUE RIDGE MOUNTAIN VOLUNTEER FIRE COMPANY	85,000.00
88998	CITIZENS VOLUNTEER FIRE COMPANY	85,000.00

88999		COX HOLLIDA YOUNG PLLC	475.00
89000		INDEPENDENT VOLUNTEER FIRE COMPANY	85,000.00
89001		JEFFERSON COUNTY HISTORIC LANDMARKS COMMISSION	1,865.49
89002		JEFFERSON CO CONVENTION AND VISITORS BUREAU	31,495.68
89003		JEFF CO PARKS & RECREATION COMMISSION	28,370.37
89004		LANGUAGE LINE SERVICES	158.45
89005		MIDDLEWAY FIRE COMPANY	85,000.00
89006		DR. ROBERT E. JONES III	1,000.00
89007		SOFTWARE SYSTEMS INC	55.00
89DD8		SPIRIT OF JEFFERSON	211.80
89009	FG/009	BERKELEY COUNTY SHERIFF'S OFFICE	10,430.12
89010	FG/009	CITY OF CHARLES TOWN	546.51
89011	FG/009	RANSON POLICE DEPT	3,239.82
89012	GS/004	GENERAL COUNTY FUND-J FEE	10,196.65
TOTAL			514,307.31

- **Motion by Mr. Stolipher to approve the Accounts Payable for December 28, 2023, in the amount of \$514,307.31. Motion seconded and unanimously approved.**

CHECK NUMBER		VENDOR NAME	UNCLEARED
89014		AUTOZONE	70.78
89015		BOLIVAR / HARPERS FERRY PUBLIC LIBRARY	23,175.00
89016		BUREAU OF CHILD SUPPORT	373.39
89017		CAPITAL LIGHTING & SUPPLIES LLC	601.30
89018		CHARLES TOWN PRESBYTERIAN CHURCH	23.00
89019		COLONIAL LIFE	95.68
89020		COMPTROLLER OF MARYLAND	845.15
89021		CREAMERS WRECKER SERVICE	229.50
89022		DODSON SEPTIC SERVICE LLC	855.00
89023		EFTPS IRS TAXES	114,244.23
89024		EMPOWER RETIREMENT	6,905.35
89025		EPTA-EASTERN PANHANDLE TRANSIT AUTHORITY	25,000.00
89026		FRONTIER	270.78
89027		FRONTIER	73.52
89028		GUTTMAN OIL CO	9,957.96
89029		HIGHMARK WV	200,193.04
89030		JEFFERSON CO EMERGENCY SERVICES AGENCY	5,320.00
89031		JEFFERSON COUNTY DEVELOPMENT AUTHORITY	28,667.75
89032		JEFF CO PARKS & RECREATION COMMISSION	139,535.50
89033		JEFFERSON DAY REPORT CENTER	38,750.00

89034		JEFFERSON SECURITY BANK	4,085.00
89035		MATTHEW BENDER	672.46
89036		MATTHEW BENDER	273.31
89037		MILLERS SUPPLIES AT WORK	1,184.24
89038		MOTOROLA SOLUTIONS INC	29,555.10
89039		NATIONAL VISION ADMIN.	1,586.38
89040		NATIONWIDE RETIREMENT SOLUTIONS	1,065.00
89041		OLD CHARLES TOWN LIBRARY	24,675.00
89042		POTOMAC EDISON	259.30
89043		RICE TIRES CO	1,302.72
89044		SANDRA KELLEY	231.00
89045		SHEPHERDSTOWN PUB LIBRARY	23,175.00
89046		SOUTH JEFFERSON PUBLIC LIBRARY	23,175.00
89047		SPIRIT OF JEFFERSON	55.06
89048		STATE TAX DEPARTMENT	150.00
89049		UNIFIRST	199.61
89050		US POSTAL SERVICE	20,000.00
89051		WV ASSOCIATION OF COUNTY CLERKS	235.00
89052		WV DEPUTY SHERIFF RETIREMENT SYSTEM	25,814.26
89053		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	47,520.27
89054		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	166.49
89055		WVU WEST VIRGINIA UNIVERSITY	3,700.00
89056	FG/009	SHERIFF OF JEFFERSON COUNTY	5,339.53
89057	AM/053	AXIOM STAFFING GROUP	2,002.40
89059	AM/053	SHERIFF OF JEFFERSON COUNTY	1,799.12
89058	BS/011	SHERIFF OF JEFFERSON COUNTY	10,111.91
TOTAL			823,520.09

- **Motion by Mr. Stolipher to approve the Accounts Payable for January 4, 2024, in the amount of \$823,520.09. Motion seconded and unanimously approved.**

APPROVAL OF MANUAL CHECKS

			28-Dec-23	
		OTHER FUNDS		
Check #	Fund	Vendor		Amount
592	CS/002	EASTERN PANHANDLE MENTAL HEALTH CENTER		2600.00

6	TC/077	UNITED WAY-EASTER PANHANDLE INC (TEEN COURT)	55.71
284	AR/207	FRIENDSHIP VOLUNTEER FIRE COMPANY	1800.00
285	AR/207	JOHN P PLACE INC	3500.00
1866	CO/246	EXECUTIVE EMERGENCY LIGHTING LLC	6752.09
1867	CO/246	INSIGHT PUBLIC SECTOR INC	26096.67
1868	CO/246	MOTOROLA SOLUTIONS INC	145589.52
1124	AV/056	PRINT-O-STAT INC	190.00
TOTAL			186,583.99

- **Motion by Mr. Stolipher to approve the Manual Checks for December 29, 2023, in the amount of \$186,583.99. Motion seconded and unanimously approved.**

Check #	Fund	Vendor	Amount
			4-Jan-24
		OTHER FUNDS	
593	CS/002	JEFF CO COMMUNITY MINISTRIES	\$25,000.00
890	HD/008	SHERIFF OF JEFFERSON COUNTY	\$1,482.49
286	AR/207	SHERIFF OF JEFFERSON COUNTY	\$11,438.82
1869	CO/246	BOLAND TRANE SERVICES	\$14,562.00
1870	CO/246	QUADIENT INC	\$12,956.00
1871	CO/246	ZMM ARCHITECTS & ENGINEER	\$4,950.00
409	WV/369	WV DEPUTY SHERIFF RETIREMENT SYSTEM	\$772.00
981	CW/059	WV STATE POLICE ACCT OFFICE	\$30.00
982	CW/059	WV STATE AUDITOR	\$830.00
TOTAL			\$72,021.31

- **Motion by Mr. Stolipher to approve the Manual Checks for January 4, 2024, in the amount of \$72,021.31. Motion seconded and unanimously approved.**

APPROVAL OF PAYROLL

Motion by Mr. Stolipher to approve the Payroll for December 22, 2023, in the amount of \$312,286.64. Motion seconded and unanimously approved.

PUBLIC COMMENT: Danny Lutz, David Tabb, Jackie Shadle

PRESENTATIONS

2. Angie Banks- Assessor- Requested Approval of 2024 Board of Review and Equalization Notice.
 - **Motion by Mrs. Tabb to approve the time/date of the 2024 Board of Review and Equalization Notice. Motion seconded and unanimously approved.**

3. Matt Harvey-Prosecuting Attorney- Requested approval of Hire- Assistant Prosecuting Attorney.
 - **Motion by Mr. Stolipher to approve the hire of Adam Warm as an Assistant Prosecuting Attorney with a salary of \$115,000.00 and start date of January 5, 2024. Motion seconded and unanimously approved.**

4. Nikki Painter- Probate Office- Requested Fiduciary Quarterly Review of Estates opened, Waivers of Final Settlement & Accountings Recorded since last quarterly review in October 2023.

Motion by Mrs. Tabb to convene as a Fiduciary Review Board. Motion Seconded and unanimously approved.

Motion by Mrs. Tabb to adjourn as a Fiduciary Board and reconvene in regular session. Motion seconded and unanimously approved.

 - **Motion by Mrs. Tabb to approve the Fiduciary Quarterly Review of Estates opened, Waivers of Final Settlement and Accountings as presented Recorded**

since last quarterly review in October 2023. Motion seconded and unanimously approved.

5. Mike Sine- Mike Sine, Director, Jefferson County Emergency Services- Requested Consideration of potential purchase of Shepherdstown Fire Department ambulance
 - **Motion Mr. Majdi to move forward with the purchase of the Shepherdstown unit as presented by Director Mike Sine. Motion failed on a 2-3 vote with Commissioner Majdi and Commissioner Stolipher voting for and Commissioner Tabb, Commissioner Krouse and Commissioner Jackson voting against.**
 - **Motion by Mr. Majdi to request for staff to develop a vehicle replacement plan within the CIP process and to include a plan to provide staffing for the under serve areas. Motion seconded and unanimously approved.**

6. Dan Murphy, Greenway Engineering- Requested - Harvest Hills Subdivision Phase II – Request for Zoning Map Amendment.
 - **Motion by Mr. Stolipher to forward the request to the Jefferson County Planning Commission to review the application and to schedule a public hearing for the February 1, 2024, regular scheduled meeting at 11am. Motion seconded and unanimously approved.**

7. Roger Goodwin- Chief County Engineer- Requested - Complete Construction Bond Release for Mark E. Roper – Cave Quarter Estates Subdivision, Section C, Lots 48-51 & Residue Lots A & B (File #04-08)
 - **Motion by Mr. Stolipher to approve the complete release of Letter of Credit #232 with BCT Bank in the amount of \$116,242.00 from the construction bond for Mark E. Roper - Cave Quarter Estates Subdivision, Section C, Lots 48-51 & Residue Lots A & B (File #04-08). Motion seconded and unanimously approved.**

8. Jennie Brockman- Deputy Director-Planning & Zoning- Requested a partial refund related to an overpayment of subdivision fees for Phase 4B of the Beall air Residential Subdivision.

- **Motion by Mr. Stolipher to approve a partial refund of subdivision fees related to an overpayment of fees related to the Beallair Subdivision in the amount of \$145.00. Motion seconded and unanimously approved.**

9. Dick Myers- Deputy Director, Jefferson County Homeland Security & Emergency Mgmt. Requested- Approval of request for JCC President's signature of the 2021 Emergency Management Performance Grant.

- **Motion by Mrs. Tabb to allow the Jefferson County President to sign the 2021 EMPG Award document for reimbursement in the amount of \$62,342.00. Motion seconded and unanimously approved.**

10. Edwina Benites- Director, Jefferson County Development Authority, and Interim County Administrator requested-

a. Approval of Jefferson County Development Authority Hire for Fellow

- **Motion by Mr. Stolipher to approve the hire of Madison Walker to be a fellow for the Jefferson County Development Authority with a starting date of January 8, 2024, for the spring 2024 semester at an hourly rate of \$17 per hour and not to exceed \$2500.00. Motion seconded and unanimously approved.**

b. Approval of Application – WV Local Economic Development Grant

- **Motion by Mrs. Tabb to move to resolve that the Jefferson County Development Authority is the lead economic development organization for the County. Motion seconded and unanimously approved.**

11. Nathan Cochran- Prosecuting Attorney's Office-

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, 2022-C-14 and 2023-C-112, WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731 and WV Intermediate Court of Appeals No. to be assigned (appeal of Jefferson County Circuit Court Civil Action No. 2022-C-141).

c. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.

d. Discussion of wage issue regarding Deputy Sheriffs.

Provided no updates but in response to Commissioners questions it was explained the reasons for the existents of the items on the agenda.

NEW BUSINESS

12. Request IT Department to research microphone options for the County Commission meeting room.

- **Motion by Mrs. Tabb to have the staff to research options to include amplified sound in the meeting room as well as option to display the written text of motions. Motion seconded and unanimously approved.**

INTERIM COUNTY ADMINISTRATOR REOPRT

-Approval to Re-advertise for the Deputy County Administrator

- **Motion by Mrs. Tabb to re-advertise for the deputy county administrator position and keep the posting open for 4 weeks. The motion passed on a 4-1 vote with Commissioner Tabb, Commissioner Stolipher, Commissioner Majdi, and Commissioner Krouse voting in favor and Commissioner Jackson opposing.**

Adjourn

The Commission adjourned at 11:37 am, a motion by Mr. Stolipher. Motion was seconded and unanimously approved.

Steve Stolipher, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

REQUISITIONS TO BE APPROVED

January 18, 2024

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
OTHER BUILDINGS	24036	\$ 291,582.00	Boland Trane Services, Inc.	rplcmt of air handler/condensing unit
SHERIFF - LAW	24037	\$ 8,484.00	RCN Communications, LLC	renewal of netcloud cradlepoints
	24038	\$ 10,655.00	Selex ES Inc.	Renewal of LPR warranty coverage
GRAND TOTAL		\$ 310,721.00		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$491,156.54		\$491,156.54
6.2% Tax Payable OASDI	\$29,294.60		\$29,294.60
1.45% Tax Payable HI	\$6,851.27		\$6,851.27
Fed Withholding	\$41,952.49		\$41,952.49
WV State Withholding	\$15,774.13		\$15,774.13
VA State Tax	\$984.73		\$984.73
MD State Tax	\$845.15		\$845.15
PERS Retirement Deduct 4.5%	\$8,672.95		\$8,672.95
PERS Retirement Deduct 6%	\$8,600.48		\$8,600.48
DSRS Retirement Deduct 8.5%	\$8,955.95		\$8,955.95
EMS Retirement Deduct 8.5%	\$1,648.87		\$1,648.87
Hosp. Pre-Taxed	\$16,638.00		\$16,638.00
D/VF	\$1,725.18		\$1,725.18
AFLAC Pre-Taxed	\$299.37		\$299.37
AFLAC Post-Taxed	\$758.88		\$758.88
Optional Life Post-Taxed	\$1,811.23		\$1,811.23
Wage Attach #1	\$373.39		\$373.39
Wage Attach #2	\$150.00		\$150.00
Wage Attach #3	\$166.49		\$166.49
Wage Attach #4			\$0.00
457 - Nationwide	\$1,065.00		\$1,065.00
457I - Empower	\$4,991.36		\$4,991.36
457R - Roth	\$1,913.99		\$1,913.99
Christmas Club	\$4,085.00		\$4,085.00
Colonial(Plus)	\$47.84		\$47.84
Uniforms			\$0.00
Total Deductions	\$157,606.35	\$0.00	\$157,606.35
Net Wages Total	\$333,550.19	\$0.00	\$333,550.19
Payroll Date	January 5, 2024		

AGENDA REQUEST FORM
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 – 1st Choice: January 18, 2024

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

Date Requested – 2nd Choice:

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

⚡ **Approval of Exonerations**

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



Name: **Jacki Shadle**

Department or Organization: **County Clerk**

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

Date Requested – 1st Choice: **January 18, 2024**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **New Hire approval for full time Probate Clerk**

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

I would like to hire Joseph Burwell as a full-time Probate Clerk. His start date will be January 22, 2024.

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 hire Joseph Burwell as a full-time Probate Clerk with a start date of January 22, 2024.

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Martin Burke

Department or Organization: Jefferson County Historic Landmarks Commission

Estimation of amount of time needed for appointment: 15 min.

Date Requested – 1st Choice: January 18, 2024

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

Date Requested – 2nd Choice: February 1, 2024

Subject (*Wording to be placed on agenda*): **Opening the JC Courthouse on Saturday April 13, 2024, 10:30- 3pm to celebrate the JC Courthouse being designated a National Historic Landmark.**

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

On December 13, 2023 the Jefferson County Courthouse was designated a National Historic Landmark. To celebrate, there will be a presentation of a plaque from the National Park Service at noon and after the presentation JCHLC proposes to have guided tours of the second floor courtroom. Saturday April 13, 2024 coincides with the reopening of the CT farmers market and Charles Town's Blooms and Blossoms event. Details of the presentation, speakers, and guests are unknown at this time. Costs include salary for two baliffs.

Is this a funding request? Y/N

If so, how much? \$ 400

Provide exact financial impact/request:

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

1. Move to allow the JC Courthouse be open to the public on Saturday April 13, 2024 from 10:30-3pm

Attach supporting documents for request, or request may be denied. **NHL Executive Summary attached**

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: martinburke@frontiernet.net

Phone Number: 304-876-3883

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



NHL Executive Summary



Name of Property: Jefferson County Courthouse
City, State: Charles Town, WV
Significant Dates: April 25–September 22, 1922
NHL Criteria: 1
Theme: V. Developing the American Economy
4. workers and work culture
5. labor organizations and protests

Previous Recognition: 1934 Historic American Building Survey
1973 National Register of Historic Places

National Historic Context: “Extractive Labor in the United States,” *Labor History in the United States NHL Theme Study*

NHL Significance:

- The Jefferson County Courthouse is nationally significant under NHL Criterion 1 for representing the critical role the legal system played in the labor struggles of the early 20th century as illustrated in the final chapter of the West Virginia mine wars (1912–1921) and the culmination of the Battle of Blair Mountain (1921) involving thousands of union miners in the largest armed uprising in American labor history.
- At this courthouse in 1922, the treason trials of two pro-union coal miners accused by a private coal-mining company spawned a national debate over the charge of treason being used as a tool against labor organizing and exposed how private interests and the state maneuvered legal systems during capital-labor conflicts to defend only the rights of companies.



- The trials caught the attention of the public as well as national union leaders and civil liberties advocates who feared that a guilty verdict would deal a heavy blow to the struggling labor movement, spread anti-union tactics to industries beyond coal mining in West Virginia, and have a chilling effect on the rights of free speech for labor organizers. While ultimately, the United Mine Workers of America's (UMW) worst fears were not realized, the labor unrest, violence, and ensuing costly legal battle took a significant toll on the UMW, contributing to its decline in the 1920s.
- As the first and only treason trials connected to the labor movement in America, this pivotal event in the history of the UMW generated national awareness of the hardships miners endured in their struggles to unionize and ended a decade-long era of violent labor strife.



Scene in the courtroom at the opening of the first treason trial on April 25, 1922. Photo courtesy of Getty Images. Bettmann Collection.

Integrity:

- Through the meticulous stewardship of the Jefferson County Commissioners, the courtroom retains the essential features that convey its appearance at the time of the trials. These features include the original floor plan, the gallery, windows, coved ceiling with arched brackets, and the elaborate plaster and wood rose medallion from which hangs an 1879, 60-light, round chandelier. Furthermore, the courthouse building itself is still located in its historic surroundings within a turn-of-the-century town setting.
- Modifications to the courthouse's materials and design—the addition of elevators, a fire escape, the in-kind replacement of the wood courtroom doors in their historic design and bricked-in windows that retain their original location and trim—minimally impact the ability of the courthouse to convey its historical significance. A two-story glass hyphen added in 2007 between the 1910 courthouse addition and the 1918 Jefferson County Jail removed the door and window openings from the addition's south wall but was sensitively done and is unobtrusive.

Owner of Property: Jefferson County, West Virginia



Acreeage of Property: Less than one acre.

Origins of Nomination: The Jefferson County Historic Landmarks Commission initiated the effort through an inquiry to the NPS National Capital Area which then funded a nomination through a cooperative agreement with the Organization of American Historians.

Potential for Positive Public Response or Reflection on NHL Program: This nomination will bring attention to a unique part of the labor history story that is not well-known and will highlight the historic contribution that coal miners and the UMW made to a distinctive period in American labor history.

Potential for Negative Public Response or Reflection on NHL Program: None known.

Public Comments Favoring Designation (as of August 21, 2023):

- Martin Burke, Chair, Jefferson County Historic Landmarks Commission
- Susan Pierce, Deputy State Historic Preservation Officer, West Virginia Department of Arts, Culture and History

Landmarks Committee Comments:

- Add more architectural description about the courthouse building and its style.
- Add information concerning race and if the courthouse was a segregated building.

Landmarks Committee Recommendation:

The Committee recommends that the National Park System Advisory Board recommend to the Secretary of the Interior the designation of the Jefferson County Courthouse in Charles Town, West Virginia, as a National Historic Landmark, with any additions and corrections as noted by the Committee being made prior to the nomination being forwarded to the Secretary of the Interior for action.

Advisory Board Recommendation: The National Park System Advisory Board recommends to the Secretary of the Interior the designation of the Jefferson County Courthouse in Charles Town, West Virginia, as a National Historic Landmark.





United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, NW
Washington, DC 20240

H34(7228)

December 22, 2023

Greetings:

I am pleased to inform you that on December 11, 2023, Secretary of the Interior Deb Haaland designated Jefferson County Courthouse in Charles Town, West Virginia, a National Historic Landmark, in recognition of the property's national significance in the history of the United States.

The Historic Sites Act of 1935 authorizes the Secretary of the Interior to identify and recognize nationally significant places that best represent the American experience. Landmark designation recognizes and encourages the preservation of places that have exceptional value for commemorating or illustrating the history of the United States, for the inspiration and benefit of all Americans.

The Secretary of the Interior designates National Historic Landmarks only after careful study by the National Park Service, extensive opportunities for public involvement, and review and recommendation by the National Park System Advisory Board, in accordance with National Historic Landmark criteria set forth in 36 CFR Part 65. National Historic Landmarks are listed in the National Register of Historic Places, making them eligible for the safeguards and benefits provided by the National Historic Preservation Act of 1966 and other federal laws protecting historic properties.

We are delighted to enroll Jefferson County Courthouse as a National Historic Landmark – a designation that reflects the recognition of this property as an irreplaceable part of our nation's heritage.

Sincerely,

Sherry A. Frear, Chief
National Register of Historic Places
and National Historic Landmarks Program



H34(2280)

United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW
Washington, DC 20240

Memorandum

To: Secretary

Through: Assistant Secretary for Fish and Wildlife and Parks *Leonard E. Long* Date: 2023.10.19
11:20:53 -04'00'

From: Director *Charles A. Sauer* Date: 2023.10.17
15:25:50 -04'00'

Subject: Designation of 16 Properties as National Historic Landmarks, Acceptance of Updated Documentation for 6 National Historic Landmarks, and Withdrawal of Designation for 3 National Historic Landmarks: Director's Recommendation and Request for Secretarial Action

At its meeting on August 15-16, 2023, the National Park System Advisory Board recommended the designation of the following properties as National Historic Landmarks:

1. POND FARM POTTERY, Guerneville, Sonoma County, CA (Criteria 1 and 2, Exception 8)
2. WAYFARERS CHAPEL, Rancho Palos Verdes, CA (Criterion 4, Exception 1)
3. TEMPLE AARON, Trinidad, CO (Criteria 1 and 4, Exception 1)
4. WINK'S PANORAMA, Gilpin County, CO (Criterion 1)
5. BARNUM INSTITUTE OF SCIENCE AND HISTORY, Bridgeport, CT (Criterion 2)
6. NATIONAL ARCHIVES BUILDING, Washington, DC (Criteria 1 and 4)
7. STRATEGIC AIR COMMAND GROUND ALERT FACILITY, Mountain Home Air Force Base, Elmore County, ID (Criteria 1 and 4)
8. SAM AND RUTH VAN SICKLE FORD HOUSE, Aurora, IL (Criterion 4)
9. MONTGOMERY COUNTY JAIL AND SHERIFF'S RESIDENCE, Crawfordsville, IN (Criterion 4)

10. POTTAWATTAMIE COUNTY JAIL AND SHERIFF'S RESIDENCE, Council Bluffs, IA (Criterion 4)
11. SAMPSON-WHITE JOINER SHOP, Duxbury, MA (Criteria 1 and 4)
12. FORT ARMISTEAD, Coker Creek, Monroe County, TN (Criteria 1 and 6)
13. RIO VISTA BRACERO RECEPTION CENTER, Socorro, TX (Criterion 1)
14. JEFFERSON COUNTY COURTHOUSE, Charlestown, WV (Criterion 1)
15. ROCK ISLAND SITE II, Door County, WI (Criterion 6)
16. QUEBEC 01 LAUNCH CONTROL FACILITY, Laramie County, WY (Criteria 1 and 4, Exception 8)

In accordance with National Historic Landmarks Program regulations, the Board reviewed the study nominating these sixteen properties for Landmark status and found that this property meets National Historic Landmarks Program criteria. The Board, therefore, voted to recommend that these properties be designated as National Historic Landmarks.

Also, at its meeting on August 15-16, 2023, the National Park System Advisory Board recommended acceptance of updated documentation for the following existing National Historic Landmarks:

1. JOHN MUIR HOME/STRENTZEL-MUIR RANCH, Martinez, Contra Costa County, CA (Criteria 1 and 2)
2. CARTER G. WOODSON HOME, Washington, DC (Criteria 2 and 3)
3. RIVERSIDE HISTORIC DISTRICT, Riverside, IL (Criteria 4 and 5)
4. HISTORIC MORAVIAN BETHLEHEM HISTORIC DISTRICT, Bethlehem, PA (Criteria 1 and 4, Exceptions 1 and 5)
5. HERMITAGE HOTEL, Nashville, TN (Criterion 1)
6. WATERFORD HISTORIC DISTRICT, Loudoun County, VA (Criteria 1, 4, and 5, Exception 8)

In accordance with National Historic Landmarks Program regulations, the Board reviewed the updated documentation reports for these Landmarks and found that the updated documentation meets National Historic Landmarks Program criteria. The Board, therefore, voted to recommend that the updated documentation for these six National Historic Landmarks be accepted.

Also, at its meeting on August 15-16, 2023, the National Park System Advisory Board recommended withdrawal of designation for the following existing National Historic Landmarks:

1. GOLDENROD (SHOWBOAT), Kampsville, Calhoun County, IL
2. DELUGE (FIRE FIGHTING TUG), New Orleans, LA
3. STE. CLAIRE (PASSENGER STEAMBOAT), Wayne County, MI

In accordance with National Historic Landmarks Program regulations, the Board reviewed the withdrawal of designation reports for these Landmarks and found that these properties no longer meet National Historic Landmarks Program criteria. The Board, therefore, voted to recommend that designation for these three National Historic Landmarks be withdrawn.

The Certificate of Action by the National Park System Advisory Board is attached for your review. In addition, you may find the nominations and executive summaries for all of these properties at: <https://www.nps.gov/subjects/nationalhistoriclandmarks/nps-advisory-board-meeting-summer-2023.htm>

Per National Historic Landmarks Program regulations, I hereby certify that the procedural requirements set forth in 36 CFR Part 65.5 have been met. In particular, all notification requirements for these properties have been followed. No owner objections have been received.

I recommend that you approve the Board's August 15-16, 2023, recommendations and designate as a National Historic Landmarks the sixteen properties listed above, accept the updated documentation for the six National Historic Landmarks listed above, and withdraw designation of the three National Historic Landmarks listed above.

APPROVE:

DISAPPROVE:

DATE: December 11, 2023



Deb Haaland
Secretary of the Interior

Attachments

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica James, Assistant Deputy County Administrator

Department or Organization: **Jefferson County Commission Office**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **January 18, 2024**

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

Date Requested – 2nd Choice:

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

Interviews & Appointments to the following:

- **Board of Zoning Appeals – two three-year terms ending January 1, 2027**
- **Eastern Panhandle Transit Authority – two three-year terms ending January 31, 2027**

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

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, January 18, 2024, or as soon thereafter as the Commission may decide:

- **Board of Zoning Appeals - two (2) three-year terms ending January 1, 2027; and two alternate* positions ending January 1, 2025 and January 1, 2027, respectively.**

**Alternates: Alternate members shall have all powers and duties of a regular Board member when sitting on a case and shall continue to participate in the case until a final decision is reached. Alternate members shall serve by rotation based upon seniority of appointment to the Board.*

- **Eastern Panhandle Transit Authority Board of Directors - two (2) three-year terms ending January 31, 2027**

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 pm 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.

Jefferson County Board of Zoning Appeals | 2024

Members currently serving

<i>Name</i>	<i>Expiration</i>	<i>Contacted/Intention</i>
Matthew McKinney	01/01/2024	Yes - wishes to be reappointed – email attached
Jacob Tyler Harris	01/01/2024	Yes - wishes to be reappointed – email attached
Steve Guier	01/01/2025	
J. Tyler Quynn	01/01/2026	
David Wiegand	01/01/2026	
Mikayla Shremshock (ALTERNATE)	01/01/2026	
VACANT ALTERNATE	01/01/2025	
VACANT ALTERNATE	01/01/2027	

January 18, 2024
agenda

Jessica Carroll

From: Matthew McKinney <mckinneymatt16@gmail.com>
Sent: Thursday, December 14, 2023 5:48 PM
To: Jessica James
Subject: Re: Notice of Term Expiration - Jefferson County Board of Zoning Appeals

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

Dear Mrs. James:

Thank you for your email. Your hard work and dedication to the residents of Jefferson County does not go unnoticed and is appreciated.

I am seeking reappointment to the Board of Zoning Appeals for another term.

Thank you,

Matt McKinney
(301) 514-7834

On Wed, Dec 13, 2023 at 3:29 PM Jessica James <jjames@jeffersoncountywv.org> wrote:

Mr. McKinney –

Please see attached re: the expiration of your term on the Jefferson County Board of Zoning Appeals. If you have any questions, please let me know.

Thank you,

Jessica

Jessica James

Assistant Deputy County Administrator

Matthew McKinney

301-514-7834

8308 Leetown Road

Kearneysville, WV 25430

mckinneyatt16@gmail.com

January 10, 2023

Jefferson County
Commission
110 N George Street
Charles Town, WV 25414

Dear Commissioners:

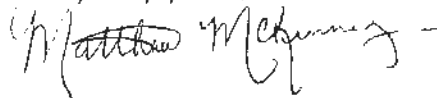
As the current Vice Chairman of the Jefferson County Board of Zoning Appeals, and serving the board since 2019, I am an experienced and contributing member of the board.

Members of the public bring requests that fall outside the scope of approval of the Zoning Administrator for a variety of reasons to the BZA. The role of the BZA is to evaluate requests and interpret if the request is, or is not, permissible by the content and intent of the Jefferson County Zoning Ordinance, Subdivision and Land Development Ordinance, Envision Jefferson 2035 Comprehensive Plan, and West Virginia State Code. Evidence presented by the public during the public hearing is also considered in determining the outcome a request.

Having been born and raised in the county, I am aware of the importance guided growth. With strong understanding of the process and the resources needed to represent the county, I am uniquely qualified to serve the board.

It has been my honor and privilege to work on behalf of the people of Jefferson County on the Board of Zoning Appeals. For this reason, I am seeking reappointment.

Very truly yours,



Matthew McKinney

MATTHEW MCKINNEY

OPERATIONS MANAGER

(301) 514-7834

MCKINNEYMATT16@GMAIL.COM

8308 LEETOWN ROAD, KEARNEYSVILLE, WV

OBJECTIVE

To utilize my skillset with the Jefferson County Board of Zoning Appeals to continue seamless efficiency and continuity within the board.

SKILLS & ABILITIES

Experience and expertise with budgets, policy implementation, project management, employee retention, and productivity even in volatile markets. Experience in identifying, researching, and planning a proactive approach to situations before or as they arise.

CORE QUALIFICATIONS

Self-motivated, fast learner with proficiency in public service. Problem solver with creative solutions. Experience working independently and collaboratively with a variety of personalities. Exceptional communication and interaction skills to maintain a positive atmosphere.

EXPERIENCE

2014 – Present

Operations Manager, Cody's Salvage

Kearneysville, West Virginia

Manage day-to-day business practices including, but not limited to customer service, sales, purchasing, transportation, environmental responsibility, and human resources of an established recycling center.

2003 – Present

Manager, McKinney's Auto Repair & Towing

Charles Town, West Virginia

Manage logistics and personnel of an established auto repair facility.

2019 – Present

Board Member, Jefferson County Republican Executive Committee

Middleway, Jefferson County, West Virginia

Communicate between constituents and public officials current state of affairs and priorities. Coordinate with committees for messaging and events.

2019 – Present

Vice Chairman, Jefferson County Board of Zoning Appeals

Jefferson County, West Virginia

Hear cases and public input to needs and requests of Jefferson County residents and property owners to determine if requests meet intent and requirements dictated by the Jefferson County Zoning Ordinance, Subdivision and Land Development Regulations, Envision Jefferson 2035 Comprehensive Plan, and West Virginia State Code.

EDUCATION

June 2005

Diploma

Jefferson High School, Shenandoah Junction, West Virginia

Completed K-12 program through Jefferson County Schools.

Jan. 18, 2024
agenda

Jessica Carroll

From: Jessica James
Sent: Wednesday, December 13, 2023 5:17 PM
To: 'Jacob Harris'
Subject: RE: Notice of Term Expiration - Jefferson County Board of Zoning Appeals

Yes, this is great, thank you so much! Staff will be back in touch with a copy of the January 18 County Commission meeting agenda with a time certain for the interview/appointment as the meeting date gets closer.

From: Jacob Harris <jacobtylerharris1024@gmail.com>
Sent: Wednesday, December 13, 2023 4:26 PM
To: Jessica James <jjames@jeffersoncountywv.org>
Subject: Re: Notice of Term Expiration - Jefferson County Board of Zoning Appeals

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

Good Afternoon Jessica,

Thank you for reaching out. Yes, I am interested in serving on the board for the new 3 year term. Will this email be sufficient for written notice?

Very Respectfully,
jacobtylerharris1024@gmail.com
Jacob T. Harris
571-376-1766

From: Jessica James <jjames@jeffersoncountywv.org>
Sent: Wednesday, December 13, 2023 3:27:46 PM
To: jacobtylerharris1024@gmail.com <jacobtylerharris1024@gmail.com>
Subject: Notice of Term Expiration - Jefferson County Board of Zoning Appeals

Mr. Harris –

Please see attached regarding the expiration of your term on the Jefferson County Board of Zoning Appeals. If you have any questions, please let me know.

Thanks,

Jessica

Jessica James
Assistant Deputy County Administrator
Jefferson County Commission
PO BOX 250
Charles Town, WV 25414
(p) – 304-728-3282
(f) – 304-725-7916

JACOB TYLER HARRIS

Reston, VA | 571-376-1766 | jacobtylerharris1024@gmail.com | [linkedin.com/in/jacob-tyler-harris](https://www.linkedin.com/in/jacob-tyler-harris)

SUMMARY

A driven and skilled Human Resources Talent Acquisition professional experienced in all facets of full life cycle recruiting for the Defense Contracting sector, the U.S government, and Fortune 500 organizations. Proficient in all aspects of Human Resources Talent Acquisition practices, laws, policies, and best practices with specializations in security clearances and government organizations. Skills include:

- Employment Law and HR
- Candidate Screening/Interviews
- Job Analysis/Skills Matching
- Offer Letter Generation and Salary Negotiations
- Recruitment Strategy/Planning./Advisement
- Sourcing/Screening/Metrics Analysis

EDUCATION

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

B.S, Human Resources Management

Largo, MD

October 2020

UNIVERSITY OF MARYLAND GLOBAL CAMPUS

A.A, Management

Largo MD

July 2020

EXPERIENCE

RAYTHEON TECHNOLOGIES

Dulles, Virginia

Human Resources - Talent Acquisition Recruiting

March 2020 – Current

- Job requisition analysis, Compensation analysis, offer negotiations, salary justifications, competitive market analysis. Data and metrics analysis of the competitive market regarding total rewards, talent, and branding initiatives/strategic planning
- Advisement and implementation of Human Resources staffing principles, laws, policies, regulations, and best practices in support of diversity initiatives, government client customers, and the overall success of the recruitment and placement division. Advised managers and supervisors on policies and procedures for recruitment and staffing, job analysis, vacancy announcements; and analyzing qualifications of applicants
- Recruiting of cleared professionals in the Space, Aerospace, Government, Information Technology, and Intelligence Industries. Conduct sourcing, screenings, scheduling of technical interviews, salary negotiations, attend career fairs, cleared events, and technical meetups at various colleges, military bases, hotels, and other venues
- Recruitment of SECRET, TOP SECRET, TS/SCI and above cleared Information Technology professionals for various government agencies and military organizations to include the NSA, DIA, NGA, State Department, DHS, etc. Primary recruitment of Software Developers, Java Developers, Python Developers, Cyber Analysts, Systems Analysts, Systems Engineers, Architects, Cloud Engineers, and various other Information Technology disciplines

XATOR CORPORATION

Fairfax, Virginia

Human Resources - Talent Acquisition Recruiting

October 2019 – March 2020

- Full Desk/full life cycle recruiting, Job requisition analysis, Compensation analysis, offer negotiations, salary justifications, competitive market analysis. Data and metrics analysis of the competitive market regarding total rewards, talent, and branding initiatives/strategic planning
- Primary recruitment of Software Developers, Java Developers, Python Developers, Cyber Analysts, SIGINT Analysts, All Source Analysts, HUMINT Analysts, and Counter Intelligence Analysts
- Contracts Recruited: DC/FC | MARFORCYBER | RAPTOR | CFE | CETC | CED | Trident
- Utilize daily LinkedIn Recruiter, Clearanccjobs.com, Monster.com, Indeed.com, Glassdoor.com, and ADP-Applicant Tracking

THE BUFFALO GROUP

Reston, Virginia

Human Resources - Talent Acquisition Recruiting

January 2018 – October 2019

- Job requisition analysis, writing, and publication. Compensation analysis, offer negotiations, salary justifications, competitive market analysis. Full life cycle/full desk recruiting of cleared professionals in the Information Technology and Intelligence Industries. Conduct sourcing, interviews, clearance verifications, scheduling of technical interviews, polygraph scheduling, offer letter generation, salary negotiations, and HR processing/on-boarding
- Advisement and implementation of Human Resources staffing principles, laws, policies, regulations, and best practices in support of diversity initiatives, government client customers, and the overall success of the recruitment and placement division
- Advised managers and supervisors on policies and procedures for recruitment and staffing, job analysis, vacancy announcement; and analyzing qualifications of applicants. Data and metrics analysis of the competitive market regarding total rewards, talent, and branding initiatives/strategic planning
- Attend career fairs, cleared events, and technical meetups at various colleges, military bases, hotels, and other venues

MISSION ESSENTIAL

Reston, Virginia

Human Resources - Talent Acquisition Recruiting

March 2017 – January 2018

- Conducted full life-cycle recruitment and processing of candidates for the DIA, NSA, and the DOD for various defense contracts including Valdosta, Habeas Corpus, JAC Omnibus, AIS/ISSA, and AF/PK Task Force
- Sourcing of candidate databases such as Clearancejobs.com, Indeed.com, LinkedIn.com, Monster.com, IntelligenceCareers.com, Glassdoor.com and ZipRecruiter.com
- Regular attendance of military and agency job fairs as well as corporate networking events
- Conducted statement of work matching, interviewing, offer letter generation, agency security processing, agency approvals, and final employment contract guidance/onboarding

UNITED STATES ARMY - ACTIVE DUTY

Various Locations

Signals Intelligence Analyst

June 2010 – March 2017

- As a Signals Intelligence Analyst, collected, analyzed, and reported geolocation intelligence, RF signature intelligence, geospatial intelligence, traffic intelligence, DNR, DNI, All Source, and fusion intelligence in support of counter insurgency and conventional threat missions across the globe
- As a Target Analyst Reporter | Fusion Analyst, collected analyzed, and disseminated critical strategic and tactical intelligence to include, Geolocation, Order of Battle, enemy signals, and networking intelligence to the global intelligence community and National Security Agency
- Provided intelligence to battlefield commanders, strategic intelligence partners, and Pentagon level officials

REWARDS AND ACCOMPLISHMENTS

- The Buffalo Group | Presidents Club— 2018, 2019 | – Awarded to top 10% personnel within the company
- Mission Essential | Recruiter of the Month Award | - August 2017
- Mission Essential | Recruiter of the Quarter Award | - July-Aug 2017
- United States Army | Army Commendation Medal | 2 Army Achievement Medals | 2 Army Good Conduct Medals | National Defense Service Medal | Global War on Terrorism Medal | Overseas Service Ribbon | Driver and Mechanic Badge

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

Eastern Panhandle Transit Authority | 2024

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Contacted/Intention</u>
Andrew Mollohan	01/31/2024	Yes - wishes to be reappointed - email attached
Joy Lewis	01/31/2024	Yes - not sure of intention. did not rcv. confirmation
Jennifer Brockman	01/31/2026	
Elizabeth Ricketts	01/31/2026	

Jessica Carroll

From: Andrew Mollohan <andrewmollohan@gmail.com>
Sent: Wednesday, January 3, 2024 6:16 PM
To: Jessica James
Subject: Re: Notice of Term Expiration - EPTA Board of Directors

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

Ms. James,

Thank for the notice of term expiration. I am interested in another term on the EPTA BOD if the County Commission will have me. Please let me know if I need to draft a formal letter of interest. Thank you.

Andy Mollohan

Andrew W. Mollohan
202-557-6602

On Wed, Dec 13, 2023 at 3:30 PM Jessica James <jjames@jeffersoncountywv.org> wrote:

Mr. Mollohan –

Please see attached re: the expiration of your term on the Eastern Panhandle Transit Authority Board of Directors. If you have any questions, please let me know.

Thank you,

Jessica James

Assistant Deputy County Administrator

Jefferson County Commission

PO BOX 250

Charles Town, WV 25414

(p) 304-728-3282

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

January 10, 2024

Dear Commissioners:

Since you appointed me in 2021, I have served as a Director on the Eastern Panhandle Transit Authority (EPTA) Board. I am expressing my interest in reappointment to the EPTA Board of Directors for the 2024 to 2027 term. Please find enclosed my resume for your review.

Presently, I work as a performance audit manager for the Amtrak Office of Inspector General, where I conduct performance audits and make recommendations to improve Amtrak's business processes. This experience translates seamlessly to the oversight function of the EPTA Board. As a Director for the past three years, I have provided advice and oversight on many issues relating to EPTA's operations—ranging from service expansion and equipment acquisition to employee retention and construction of the new transit center in downtown Martinsburg.

My interest in serving on the EPTA Board is to ensure EPTA continues to function efficiently and appropriately, and to provide our community with safe, clean, and reliable alternative modes of transportation. Considering my experience on the Board thus far, and my familiarity with its current operations and ongoing expansion plans, I can help ensure EPTA continues to provide the quality service we expect, and it continues to be a good steward of taxpayer funds.

I would appreciate your consideration for reappointment to the EPTA Board of Directors, and I look forward to hearing from you.

Respectfully,

Andrew W. Mollohan
419 Prospect Avenue
Harpers Ferry, WV 25425
202-557-6602
andrewmolohan@gmail.com

Andrew W. Mollohan

andrewmollohan@gmail.com

202-557-6602

Amtrak Office of Inspector General (OIG)

Senior Audit Manager, Washington D.C., May 2021 - Present

Senior Auditor Lead, April 2020 - May 2021

Senior Auditor, May 2019 – April 2020

Auditor, March 2015 – May 2019

- Manages performance audits of Amtrak business operations; projects include the review of Amtrak's [Long Distance Fleet Replacement Program](#), [New Acela Program](#), [Intercity Trainset Program acquisition](#), [the Gateway Program](#), [Safety Management System](#), [Injury Claims Data](#), [Safety Culture](#), [New Acela Delivery](#), [Amtrak's Private Car business](#), [New Acela Procurement](#), [FAST Act Boarding Audit](#), among others
- Develops and maintains understanding of Amtrak's business processes and operations, passenger rail policy issues, NEC infrastructure (including Gateway), and related Federal legislative and regulatory activity
- Initiates, designs, plans, and executes all phases of a performance audit to identify potential waste, fraud, and abuse of Amtrak programs, projects, and businesses
- Drafts, edits, and prepares final reports for publication. Drafts text for message documents, including internal memorandums to senior OIG leadership and external press releases
- Briefs OIG senior leadership regularly throughout the course of an audit, as well as members of Amtrak's Executive Leadership Team as requested
- Manages and delegates audit tasks to team staff. Mentors junior staff, including identifying opportunities for junior staff development
- Generates audit proposals and helps draft the annual audit plan to ensure the Office of Audits addresses high-impact issues that add value to the company, and contribute to the national conversation on passenger rail

U.S. Rep. Nick J. Rahall, II (retired)

Legislative Assistant, Washington D.C., September 2012 – January 2015

- Developed and monitored policy initiatives, drafted legislation, talking points, press releases, mass mailings, and opinion columns related to small business, finance, tax, trade, entitlements, health care, and other issues as assigned
- Briefed the Congressman on all legislative activities, vote recommendations, floor and committee action, and district events within assigned issue areas
- Consulted with senior House Transportation and Infrastructure Committee staff on which the Congressman served as Ranking Member
- Met with constituents and interest groups to understand constituent policy positions and input on specific legislation and appropriations, and acted as a liaison with Federal agencies for the Congressman in their behalf

Andrew W. Mollohan

andrewmollohan@gmail.com

202-557-6602

Remington Executive Suites

Marketing and Operations Consultant, Washington, D.C., August 2011 – August 2012

- Managed sales and daily operations of a short-term housing business catering to government and corporate clientele

International Trade Administration, Office of Europe

Market Access and Compliance Intern, Washington, D.C., January 2011 – June 2011

- Liaised with business executives to promote the administration's National Export Initiative for the Deputy Assistant Secretary for Market Access and Compliance, Office of Europe

Education

- Shenandoah University, Winchester, Virginia - Master of Business Administration, 2010
- Sterling College, Craftsbury, Vermont - Bachelor of Arts, 2008

Professional Accomplishments and Ancillary Activities

- Amtrak Office of Inspector General Distinguished Service Award 2022
- Council of the Inspector General on Integrity and Efficiency (CIGIE) Audit Award for Excellence [2017](#), [2018](#), and [2020](#)
- Board of Directors, Eastern Panhandle Transit Authority

AGENDA REQUEST FORM
www.jeffersoncountywv.org



JJ

Name: James B Crawford, III, Esquire, Crawford Law Group, PLLC

Department or Organization: RAI Properties, LLC and G & S Properties, LLC

Estimation of amount of time needed for appointment: 15 Minutes.

Date Requested – 1st Choice: **December 21, 2023**

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

Date Requested – 2nd Choice:

**Public Hearing Scheduled
Thursday, Jan. 18, 2024
7:00 pm*

Subject (*Wording to be placed on agenda*): **Receive Petition of ROW/Easement Abandonment and Schedule Public Hearing Pursuant to Section 7-1-3H, Code of West Virginia, 1931, as amended.**

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

- Request for the County Commission of Jefferson County to receive a Petition of Abandonment of an old and unused Easement/ROW that Bisects Lots 43B and 42B in the Burr Industrial Park and for the Commission to Schedule a Public Hearing for such action as explained in the attached Petition and Section 7-1-3H, Code of West Virginia

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request: Zero

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

Motion to accept the Petition filed on behalf of RAI Properties, LLC and G&S Properties, LLC and to Schedule a Public Hearing that meets the appropriate required Public Notice.

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

If not attached, explain:

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

Contact information: James B Crawford

Email address: jbciii@clgpllc.com

Phone Number: 304/725-3426

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

BEFORE THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN RE: APPLICATION OF G & S PROPERTIES, LLC, RAI PROERTIES, LLC AND
JEFFERSON COUNTY DEVELOPMENT AUTHORITY, PURSUANT TO WEST VIRGINIA
CODE 7-1-3H, 1931 AS AMENDED

NOTICE

Please take Notice that the County Commission of Jefferson County, West Virginia shall conduct a hearing on the above entities Petition seeking to vacate an unused abandoned road situate in the Charles Town District, Jefferson County, West Virginia and is bounded by G & S Properties, LLC and RAI Properties, LLC being a portion of the previously abandoned 16' county road which runs in a northerly direction from the north side of West Virginia State Route 9, now West Virginia State Route 115 to the Baltimore and Ohio Railway, now CSX Railroad, which is attached to the Petition filed with the Commission on January 18, 2024 at 7:00 O'clock PM..

Please take further Notice that on that date, the Petitioners will appear and will petition the County Commission to enter an order vacating that portion of the road which is shown on a plat made by Appalachian Surveys, entitled "Plat of Surveys Showing Property of Gary Ayres dated December 31, 1986" which is also attached to the Petition and is also recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 10 at Page 10.

G & S Properties, LLC, RAI Properties, the Petitioners
By: James B. Crawford, III, Counsel for the Petitioners

BEFORE THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

In Re: Application of G&S Properties, LLC, RAI Properties, LLC, both West Virginia Limited Liability Companies, Jefferson County Development Authority, a public corporation.

Pursuant to Section 7-1-3H, Code of West Virginia, 1931, as amended,

PETITION

1. G&S Properties, LLC is Owner of all of Lot 43B, Burr Industrial Park, containing 6.178 acres which plat was prepared by Ed Johnson & Associates, Inc. dated October 9, 2013, which is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 25, at Page 414. G&S Properties, LLC purchased this property from RAI Properties, LLC by a deed dated May 29, 2019, which is recorded in the aforesaid Clerk's Office in Deed Book, 1224 at Page 602. The Parcel is located in the Charles Town District and is known as Map 1, Parcel 0027 0005.
2. RAI Properties, LLC is the owner of Lot 42B, Burr Industrial Park, containing 3.36 acres, more or less, which plat was prepared by Richard W. Klein, P. E. Kelli Gidley, Blair & Wolfe, Inc., entitled "Final Plat Showing Lots 1 – 44 for the Burr Industrial Park dated December 1990" and recorded in the aforesaid Clerk's Office in Plat Book 25, at Page 10. There was a deed of confirmation from RAI Properties, LLC dated October 16, 2013, and recorded in the aforesaid Clerk's Office in Deed Book 1130 at Page 599. The Parcel is located in the Charles Town District and is known as Map 1, Parcel 0094 0000.
3. This Commission by its Order dated August 16, 1990, vacated, and abandon a portion of 16' road of an old county road which runs in a northerly direction from the north side of West Virginia State Route 9, now WV Route 115, to the Baltimore and Ohio Railroad Right of Way, now CSX Railroad. A copy of the Commission's Order is attached as Exhibit A.

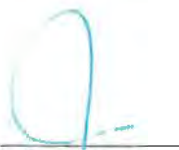
4. The Commission's Order stopped short of vacating and abandoning the full 16-foot county road from Route 115 to the railroad right of way and as a result it currently burdens Lot 42B and 43B as set forth above, which is more particularly set forth on a portion of a plat entitled Exhibit B-1 which is recorded in the aforesaid Clerk's Office in Plat Book 10 at Page 10. The road is also shown on a plat made by Appalachian Surveys, Inc. entitled "Plat of Survey Showing Property of Gary Ayers dated December 31, 1986, which is attached hereto as Exhibit C.
5. By the Commission's aforesaid Order, the Commission vacated only a portion of the 16' wide county road as set forth on Exhibit B-2 being shown in yellow on the aforesaid plat. The portion which is shown in pink was not vacated by the Order of the County Commission of August 16, 1990, for reasons that are unknown to your Petitioners. In reviewing the Commission's Order of August 16, 1990, the description as set forth therein should have provided for a vacation of the county road as set forth and described on the Appalachian Plat, being 1,186.55' as opposed to the Commission's order which limits the vacation of the Old County Road to 632'.
6. The Petitioners believe that the failure of the County Commission to vacate the entire 16' abandoned county road is an oversight and causes a burden upon their properties and creates a title impediment which decreases the value of their properties. The Petitioners further allege that the road in question has no use or purpose to the County Commission or any citizen of Jefferson County, West Virginia. The Petitioners have no explanation as to why the County Commission, in 1990, failed to vacate the entire 16' right of way from Route 115 to the CSX Railroad.

7. The Petitioners attach as Exhibit D a description that will vacate the right of way to the old county road from the point of its initial vacation to the CSX Railroad.
8. The petitioner Jefferson County Development Authority is joined in this petition to show its consent to this abandonment.

WHEREFORE, the Petitioners pray that the County Commission hold such hearings as necessary and that the County Commission enter an Order effectively vacating the entire 16' road and abandon the same and to correct an oversight which burdens the properties of the Petitioners herein.

G&S Properties, LLC and RAI Properties,
LLC, both West Virginia Limited Liability
Companies,

By Counsel

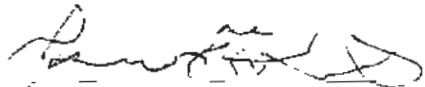


James B. Crawford III
120 N George Street, Suite 100
Charles Town, WV 25414
WVSB# 866

STATE OF West Virginia
COUNTY OF Jefferson, to-wit:

The undersigned affiant, who is the Managing Member of the RAI Properties, LLC, a Petitioner, after being first duly sworn, says that the facts and allegations therein contained are true, except insofar as they are therein stated to be on information, and that insofar as they are therein stated to be on information, she believes them to be true.

RAI Properties, LLC.


James K. Ruland, Managing Member

Taken, subscribed, and sworn to before me this 30 day of November 2023.

Commission expiration date
and seal:

12-7-25

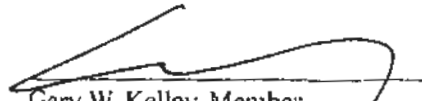

NOTARY PUBLIC



STATE OF West Virginia
COUNTY OF Berkeley do-wit:

The undersigned affiant, who is the Member G&S Properties, LLC. a Petitioner, after being first duly sworn, says that the facts and allegations therein contained are true, except insofar as they are therein stated to be on information, and that insofar as they are therein stated to be on information, she believes them to be true.

G&S Properties, LLC

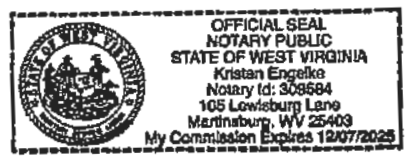

Gary W. Kelley, Member

Taken, subscribed, and sworn to before me this 30 day of November 2023.

Commission expiration date
and seal:

12-7-25


NOTARY PUBLIC



5809

BEFORE THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN RE: THE APPLICATION OF JEFFERSON COUNTY DEVELOPMENT
AUTHORITY, PURSUANT TO SECTION 7-1-3h, CODE OF
WEST VIRGINIA, 1931, AS AMENDED

ORDER

THIS MATTER came on to be heard this 16th day of August, 1990, before the County Commission of Jefferson County, West Virginia, with the following Commissioners being present: Henry Morrow, Sr., Charles Clendening, III, Greg Lance, and Edgar Ridgeway; upon the Application of the Jefferson County Development Authority, pursuant to Section 7-1-3h, Code of West Virginia, 1931, as amended; upon the notice by publication, pursuant to law; upon notice to the West Virginia Economic Development Authority and Peoples Bank of Charles Town, lien holders; upon the appearance of the Applicant by and through its counsel, Nancy A. Dalby.

The Commission then took the evidence and testimony of divers witnesses and based upon such evidence and testimony, the Commission makes the following findings of fact:

1. That the Jefferson County Development Authority is a public corporation established under and validly existing in good standing by virtue of the laws of the State of West Virginia, having its principal place of business in Charles Town, West Virginia, and having as its principal business activities development in Jefferson County.
2. That the Jefferson County Development Authority is the owner in fee of that portion of of a parcel of land near Bardane in the Charles Town District of Jefferson County, West

Exhibit A

Virginia and running across said parcel of land is a 16 foot county road right of way which runs in a northerly direction from the north side of West Virginia State Route 9 to the Baltimore and Ohio Railroad Right of Way along the easterly boundary line of Parcel 2, which said road is shown on a plat prepared by Appalachian Surveys, Inc. dated December 31, 1986, entitled "Plat of Survey Showing Property of McGarry Hairs", recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 7 at page 68(a), said road also being shown on an 1883 map of Jefferson County by H. S. Howell and a plat in Deed Book 90 at page 416.

3. That said parcel of land is the site of the proposed Burr Industrial Park.

4. That the said road is no longer in use.

5. That the said road is located totally within the bounds of the property owned by the Development Authority and is not abetted by any other land owners.

6. That the West Virginia Economic Development Authority and Peoples Bank of Charles Town are all of the lien holders on the property.

Whereupon, the Commission, having taken a poll of its members, and its members voting _____ in favor and _____ opposed and _____ abstention, and by virtue of the authority vested in the Commission under section 7-1-3b, Code of West Virginia, as amended, does hereby declare and order as follows:

Parcel 2, N 02 degrees, 26 feet, 58 inches E, 632 feet, be closed, vacated and forever abandoned.

DATED:

8/23/90

[Signature]
HENRY W. MORROW, SR.
President, County Commission
of Jefferson County, West
Virginia



[Signature]
JAMES E. OTT, Clerk
County Commission of Jefferson
County, West Virginia

State of West Virginia, County of Jefferson, Sct.
IN THE CLERK'S OFFICE OF THE COUNTY COMMISSION:

On AUG 28 1990, at 2:50 P.M., the foregoing document was received in my said office and duly admitted to record.

Test,

John E. Ott,
Clerk of County Commission



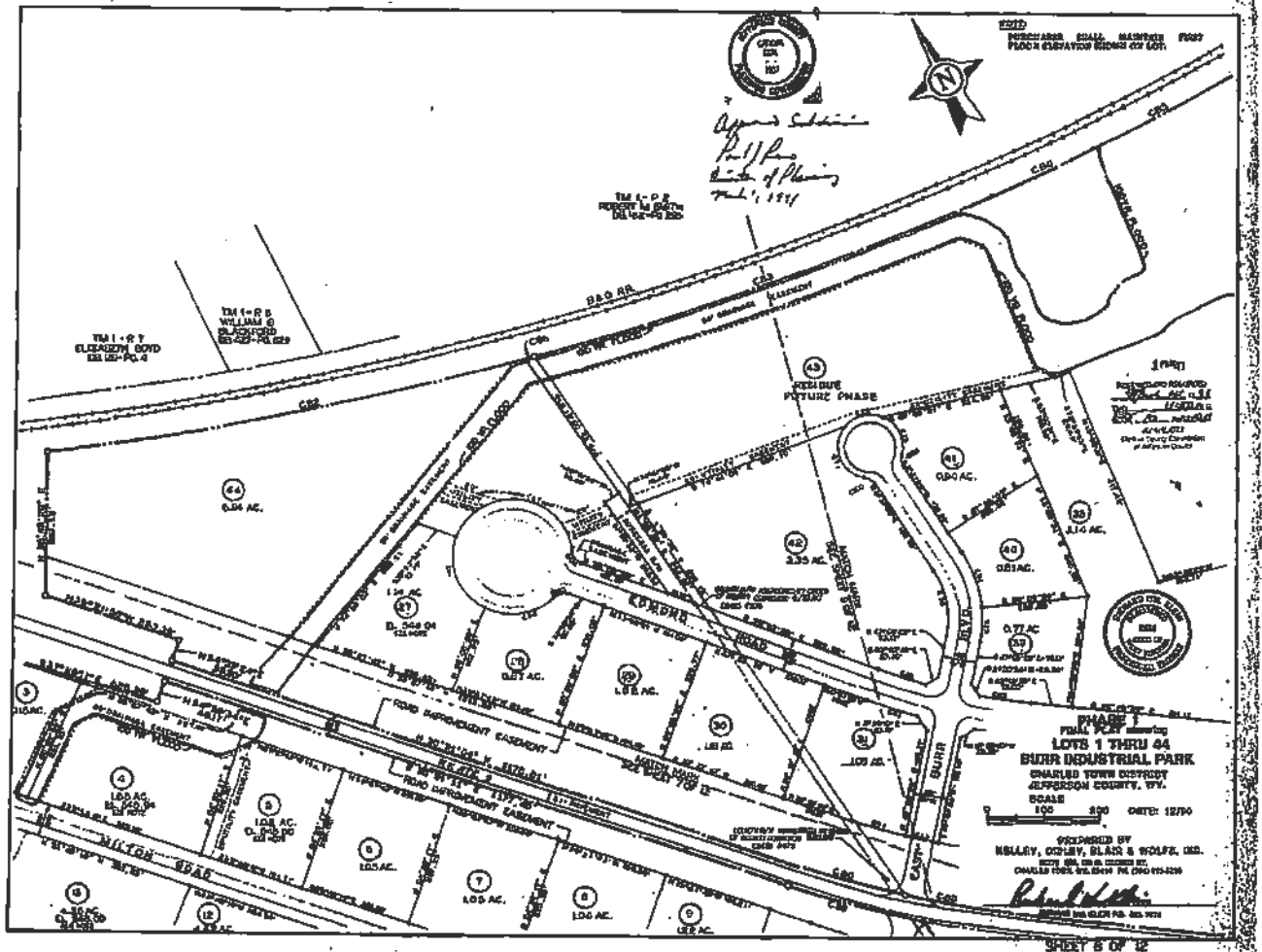


Exhibit B-1

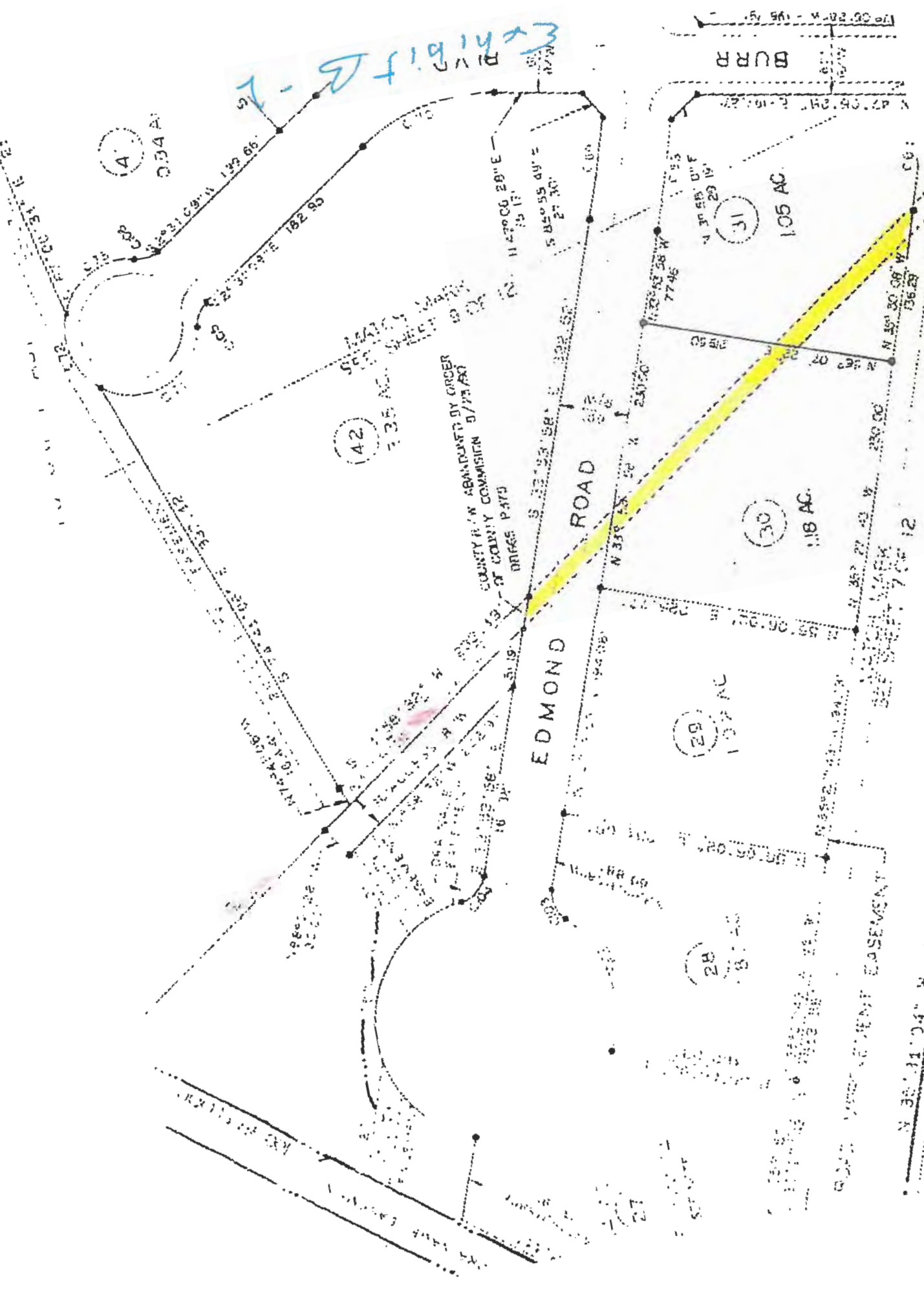


Exhibit B-1

(42) 1.35 AC.

(31) 1.05 AC.

(30) 1.18 AC.

(29) 1.07 AC.

(28) 1.87 AC.

N 35° 31' 04" N 1176.81'

H.R. FILE #

S 35° 31' 11" E 1177.46'

2" PAVEMENT

ROAD TO EDMOND ROAD

COUNTY IN ABANDON BY ORDER
OF COUNTY COMMISSION 9/23/80
BRIDGE PAYS

EDMOND ROAD

BURR

CONCRETE EASEMENT

(A) 0.34 AC.

21.156' E 430.17' E S

11.071' E 10.44' S

11.071' E 10.44' S

11.071' E 10.44' S

11.071' E 10.44' S

11.071' E 10.44' S

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11.071' E 10.44' S

11.071' E 10.44' S

11.071' E 10.44' S

11.071' E 10.44' S

122.86'

182.93'

11.270' S 28° E

15.13'

15.840' S 55° 49' E

27.30'

1.55'

1.30' S 58° 01' E

23.19'

23.19'

23.19'

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23.19'

11.270' S 28° E

15.13'

15.840' S 55° 49' E

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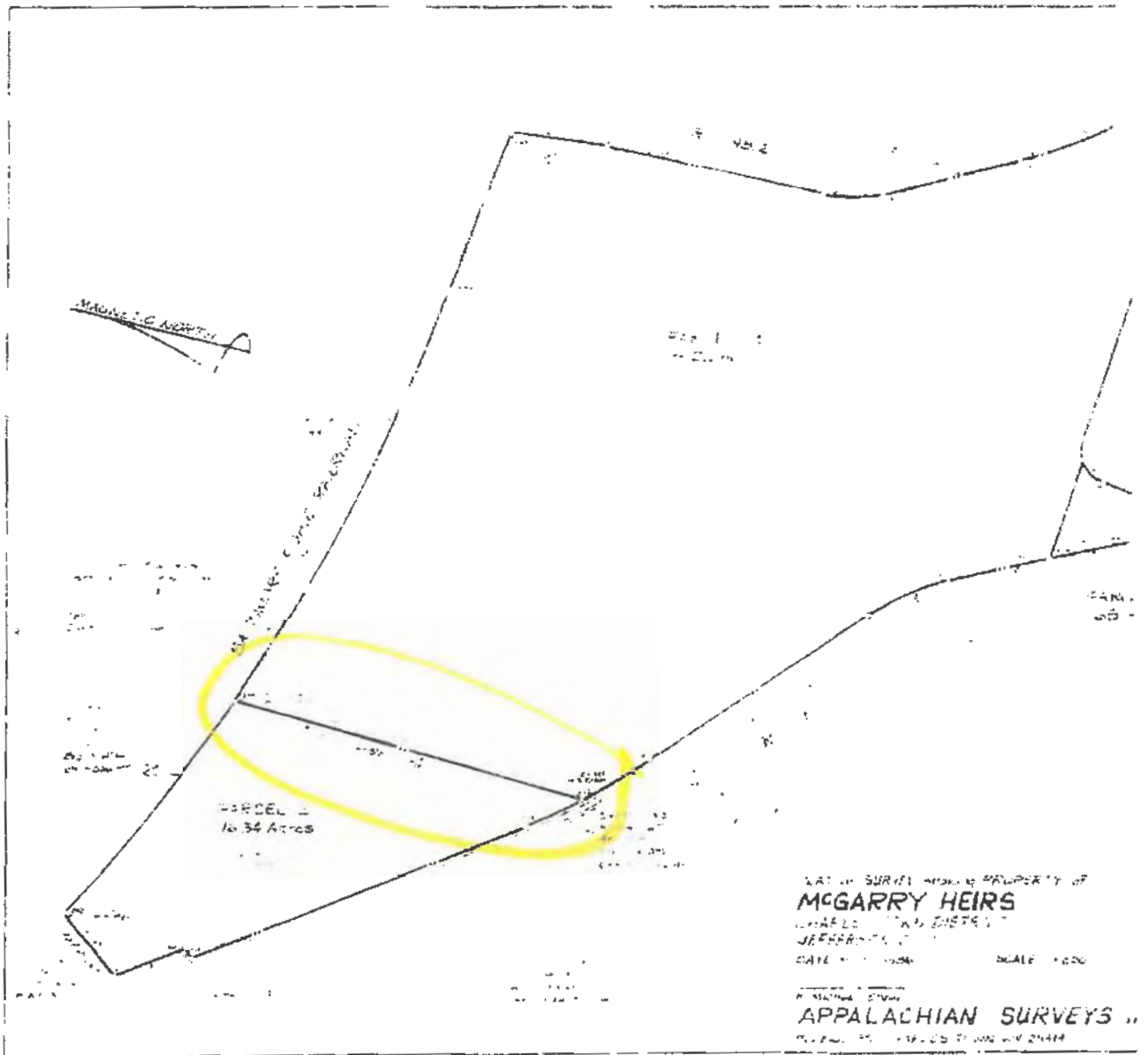
23.19'

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23.19'



~~Exhibit B~~
Exhibit C

EXHIBIT C

16'-wide R/W PER DB 90 P418
HOLD COUNTY ROAD

NO. 26, 84 E
11/26/55

RESOLUTION

The Jefferson County Development Authority hereby consents to the abandonment of the property described herein and releases any right, title, claim or interest in the property pursuant to a resolution of the Directors of the Public Corporation.

Jefferson County Development Authority, a public corporation

Gino Sisco, President

Taken, subscribed and sworn to before me this ____ day of December 2023 by Gino Sisco, President of the Jefferson County Development Authority on behalf of the corporation.

My commission expires:

Notary Public

BEFORE THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN RE: APPLICATION OF G & S PROPERTIES, LLC, RAI PROPERTIES, LLC AND
JEFFERSON COUNTY DEVELOPMENT AUTHORITY, PURSUANT TO WEST VIRGINIA
CODE 7-1-3H, 1931 AS AMENDED

NOTICE

Please take Notice that the County Commission of Jefferson County, West Virginia shall conduct a hearing on the above entities Petition seeking to vacate an unused abandoned road situate in the Charles Town District, Jefferson County, West Virginia and is bounded by G & S Properties, LLC and RAI Properties, LLC being a portion of the previously abandoned 16' county road which runs in a northerly direction from the north side of West Virginia State Route 9, now West Virginia State Route 115 to the Baltimore and Ohio Railway, now CSX Railroad, which is attached to the Petition filed with the Commission on _____ at _____ O'clock __M.

Please take further Notice that on that date, the Petitioners will appear and will petition the County Commission to enter an order vacating that portion of the road which is shown on a plat made by Appalachian Surveys, entitled "Plat of Surveys Showing Property of Gary Ayres dated December 31, 1986" which is also attached to the Petition and is also recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 10 at Page 10.

**G & S Properties, LLC, RAI Properties, LLC and
Jefferson County Development Authority**

By: James B. Crawford, III, Counsel for the Petitioners

EXHIBIT D

That certain parcel of land near the Village of Bardane in the Charles Town District of Jefferson County, West Virginia by virtue of a Deed from the County Commission of Jefferson County recorded in the office of the Clerk of the County Commission in Deed Book 598 at Page 46, as shown running across the parcel of land is a 16 foot county road right of way which runs in a northerly direction from the north side of West Virginia State Route 115, formerly Route 9, to the CSX Railroad Right of Way, formerly the Baltimore and Ohio Railroad, along the easterly boundary line of Parcel 2, which said road is shown on a plat prepared by Appalachian Surveys, Inc. dated December 31, 1986, entitled "Plat of Survey Showing Property of McGarry Heirs", recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Plat Book 7 at Page 68(a), said road also being shown on an 1883 map of Jefferson County by H.S. Howell and a plat in Deed Book 90 at Page 416.

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Elizabeth Wheeler

Department or Organization: Farmland Protection Board

Commission Meeting Date: January 18, 2024

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Approval of purchase of one Agricultural Conservation Easement

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

The attached Deed of Easement for Property 2022-03 has been approved by the Jefferson County Farmland Protection Board and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The easement is ready to close. Funding is provided for the easement through the Jefferson County Farmland Protection Board and the NPS/American Battlefield Protection Program. The 2022-03 easement is for 149.6 acres with a cost to the board of \$486,234. The landowner is donating \$335,535 of easement value.

Type of Request: (Funding/Hiring): N/A

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

That the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program one conservation easement on the property in Jefferson County owned by Aspen Pool Farm, LLC. (Property 2022-03).

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

If not attached, explain:

Is equipment needed? Projector Internet/Wi Fi: Conference/Video No

Contact Information: Elizabeth Wheeler

Phone Number: 304-728-3380

Email Address:

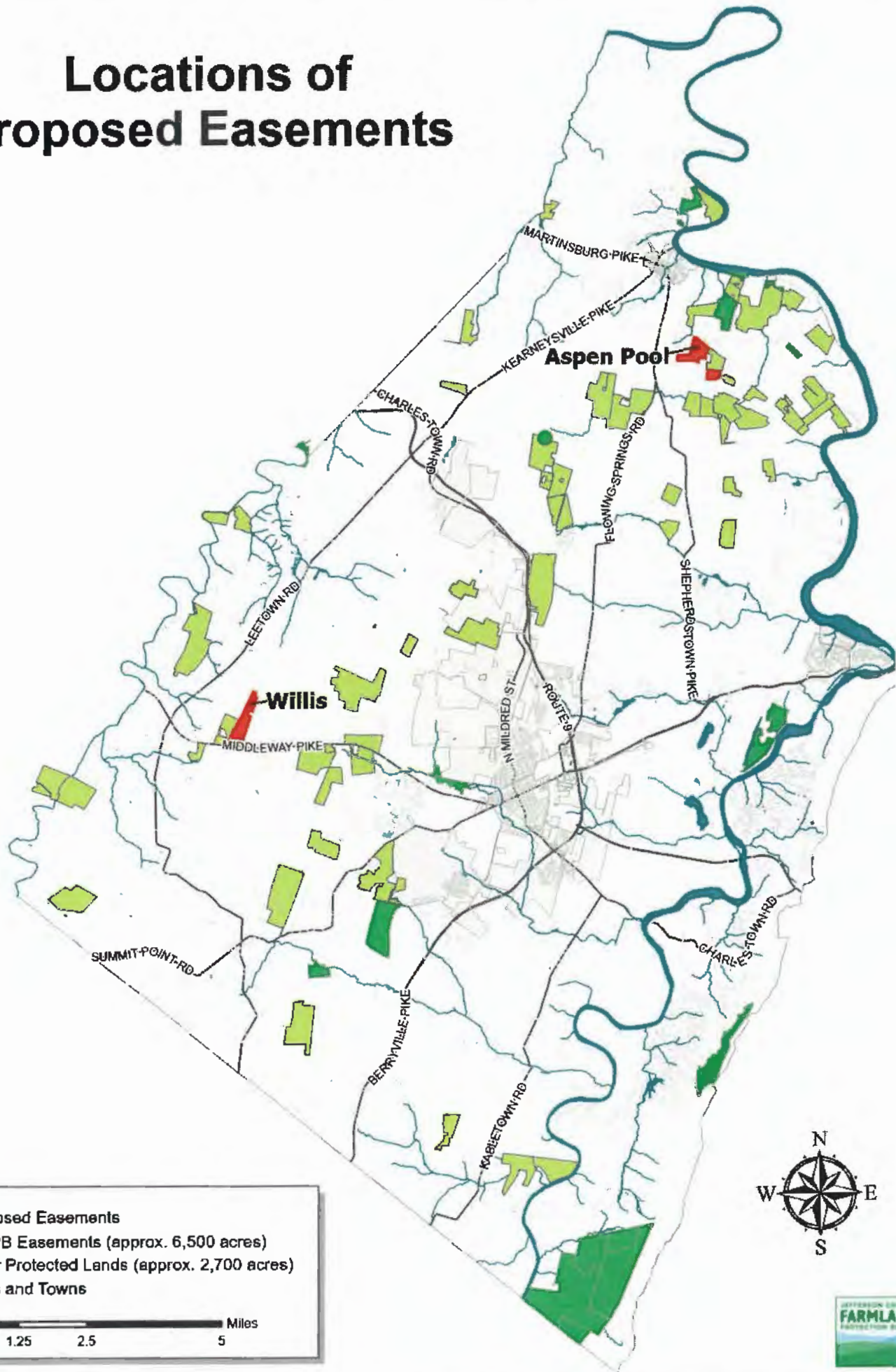
jefferson@wvfp.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

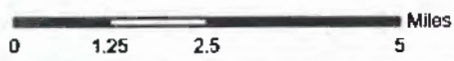
Additional Comments Page:

Attached: Deed of Conservation Easement, Plat, and Map of protected properties in Jefferson County showing the Property 2022-03 parcel colored red.

Locations of Proposed Easements



- Proposed Easements
- JCFPB Easements (approx. 6,500 acres)
- Other Protected Lands (approx. 2,700 acres)
- Cities and Towns



This document was prepared by
[Elizabeth Wheeler]

**DEED OF BATTLEFIELD CONSERVATION EASEMENT and DECLARATION OF
COVENANTS**

**Aspen Pool Farm LLC on the
Shepherdstown Battlefield
Jefferson County WV**

EASEMENT FILE NO. Aspen Pool LLC 2022-03

**THIS DEED OF BATTLEFIELD CONSERVATION EASEMENT and
DECLARATION OF COVENANTS** (this "Conservation Easement") made this ____ day of
____, 2024, by **ASPEN POOL FARM LLC**, a West Virginia limited liability
company, and its successors and assigns, whose address is 1378 Trough Road, Shepherdstown,
WV 25443 ("Grantor"); and **JEFFERSON COUNTY FARMLAND PROTECTION BOARD**,
whose address is P.O. Box 731, Charles Town, WV 25414 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain parcels of real property situated
in Shepherdstown District, Jefferson County, West Virginia containing in the aggregate 149.608
acres, more or less, as more particularly described in Exhibit "A" attached hereto and made a part
hereof (the "Protected Property"); and

WHEREAS, the Protected Property is also shown on that certain plat entitled
"Conservation Easement" dated December 7, 2021, prepared by Keller Engineers and recorded in
the Office of the Clerk of the County Commission of Jefferson County, West Virginia (the "Clerk's
Office") in Plat Book ____ at Page ____ (the "Conservation Easement Plat"); and

WHEREAS, the Protected Property is part of the Tract One and Tract Two described in
that certain Confirmatory Deed, dated August 17, 2016, by and between Aspen Pool Farm, Inc.,

Trustee, and Grantor and recorded in the Clerk's Office in Deed Book 1178, at Page 468 (the "Confirmatory Deed"); and

WHEREAS, the Protected Property possesses agricultural, historic, scenic, natural, open-space and aesthetic values in its present state which has not been subject to extensive development or exploitation; and

WHEREAS, Grantee is a qualified organization under the West Virginia Conservation and Preservation Easements Act, West Virginia Code §§20-12-1 et seq., as amended (the "Conservation and Preservation Easements Act"), empowered to hold perpetual conservation and preservation easements in Jefferson County, West Virginia and authorized to receive properties and easements in gross or other interests in properties for the purpose of, among other things, the preservation and protection of such designated landmarks, and Grantee has the resources to enforce the restrictions set forth in this Conservation Easement; and

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

WHEREAS, the Protected Property, which includes unimproved farmland and woods, provides "open space (including farmland and/or forestland)" as that phrase is used in P. L. 96-541, 26 U.S.C. § 170(h)(4)(A)(iii), and other historic battlefield and battlefield landscape, cultural, scenic and natural values such as prime, unique, statewide or locally important soils (collectively the "Conservation Values") of great importance to Grantor, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind, and the Protected Property benefits the general public, specifically through the preservation of prime agricultural land, maintenance of cropland, and pastureland and the practice of soil and water conservation measures; and

WHEREAS, Grantor and Grantee desire to protect in perpetuity the Conservation Values and the historic battlefield and battlefield landscape including the historic, archeological, open-space, agricultural and scenic purposes specified in Exhibit "B" attached hereto and made a part hereof (collectively, the "Conservation and Preservation Values and Purposes") by restricting the use of the Protected Property pursuant to the terms and conditions of this Conservation Easement, and Grantor desires to grant and convey to Grantee, and Grantee is willing to accept, a perpetual conservation easement over the Protected Property, all as more particularly set forth herein; and

WHEREAS, the State of West Virginia has a public interest in ensuring that the Protected Property be protected for battlefield preservation purposes in perpetuity. Additionally, the West Virginia Department of Arts, Culture and History's ("WVDACH") involvement and oversight of activities proposed at or conducted on the site is critical to protecting and preserving the interest of the State of West Virginia; and

WHEREAS, the State of West Virginia has (a) authorized the creation of "conservation easements" as defined in and pursuant to the Conservation and Preservation Easements Act and the West Virginia Voluntary Farmland Protection Act, West Virginia Code §§ 8A-12-1 et seq., as amended (the "Farmland Protection Act"), and (b) recognized the importance and significant public benefit of such easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia; and

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

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

WHEREAS, Grantee is a public agency established under the Farmland Protection Act to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County, West Virginia by the voluntary placement of conservation or preservation easements on eligible property; and

WHEREAS, Grantee affirms that this Conservation Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia and that by the acceptance of this Conservation Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. It agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in

perpetuity the Conservation and Preservation Values and Purposes for the benefit of this generation and the generations to come; and

WHEREAS, the Protected Property lies within the Battlefield Boundary of the Battle of Shepherdstown as determined by the Civil War Sites Advisory Commission (the "CWSAC"), a Commission appointed by Congress and the Secretary of the Interior in 1990 to identify and evaluate the nation's historically significant battlefield sites; and

WHEREAS, the CWSAC has given the Battle of Shepherdstown (WV016) a Preservation Priority II Class C Rating; and

WHEREAS, the Protected Property also lies within the Battlefield Boundary of the Battle of Antietam as determined by the Civil War Sites Advisory Commission (the "CWSAC"), which Commission was appointed by Congress and the Secretary of the Interior in 1990 to identify and evaluate the nation's historically significant battlefield sites. The CWSAC has given the Battle of Antietam (MD003) a Preservation Priority II Class A Rating; and

WHEREAS, the Protected Property is an "historically important area" as that phrase is used in 26 USC § 270(h)(4)(A)(iv), specifically encompassing land in the Confederate Army's approach and retreat from Antietam Battlefield as reported by the CWSAC; and

WHEREAS, the National Park Service's American Battlefield Protection Program ("ABPP") under the authority of the American Battlefield Protection Program Authorization of 2009 (54 U.S.C. §308103), awarded a grant from the Land and Water Conservation Fund to the Jefferson County Farmland Protection Board for the acquisition of this Deed of Conservation Easement and, as such, is subject to what is commonly known as and referred to herein as Section 6(f)(3) of the Land and Water Conservation Fund Act, 54 U.S.C. § 200305(f)(3) 0310; and

WHEREAS, in accordance with the American Battlefield Protection Program Authorization of 2009, 54 U.S.C. §308103, and with Section 6(f)(3) of the Land and Water Conservation Fund Act ("LWCF"), the Protected Property can be converted to a use other than conservation only upon the written permission of the Secretary of the Interior, acting through the ABPP, and only upon the substitution of other land of equal market value and usefulness for conservation/recreation purposes to be perpetually protected for conservation purposes and then only under the terms and conditions set forth in this Conservation Easement; and

WHEREAS, the Grantee is a governmental unit as defined in section 170 (c)(1) of the Internal Revenue Code of 1986, as amended (or any successor section) and the regulations

promulgated thereunder (the "Internal Revenue Code") qualified under Section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, whose purpose is to preserve land for natural, historic, open space, scenic, recreational, environmental, agricultural, scientific, charitable, educational and aesthetic purposes; and

WHEREAS, this Conservation Easement is intended to constitute (i) a "qualified conservation contribution" (as defined in Internal Revenue Code §170(h)(1)) and (ii) a "qualified real property interest" (as defined in Internal Revenue Code §170(h)(2)(C)) for a perpetual restriction on the use of that real property; and

WHEREAS, this Conservation Easement is granted "exclusively for conservation purposes" under Internal Revenue Code §170(h)(1) because it effects "the preservation of an historically important land area" under Internal Revenue Code §170(h)(4)(A)(iv) and "the preservation of open space" under Internal Revenue Code §170(h)(4)(A)(iii).

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing recitals incorporated herein and made a part hereof and in consideration of the mutual covenants herein, Grantor and Grantee hereby agree as follows:

ARTICLE I: EASEMENT AND COVENANTS

1.1 EASEMENT: Grantor hereby GRANTS and CONVEYS to Grantee a preservation and conservation easement in gross over, and the right **IN PERPETUITY** to restrict the use of, the Protected Property, all as more particularly set forth in this Conservation Easement.

1.2 GRANTOR COVENANTS: Grantor, in furtherance of the Conservation and Preservation Values and Purposes, does hereby establish covenants binding upon Grantor's interest in the Protected Property, which are set forth herein.

1.3 GRANTEE COVENANTS: Grantee, in furtherance of the Conservation and Preservation Values and Purposes, does hereby establish covenants binding upon Grantee's easement interest in the Protected Property, which are set forth herein.

ARTICLE II: PURPOSE AND CONDITION OF THE PROTECTED PROPERTY

2.1 PURPOSE: In accordance with the Conservation and Preservation Easements Act and the Farmland Protection Act, the purpose of this Conservation Easement is to preserve and protect the Conservation and Preservation Values and Purposes in perpetuity by restricting the development, alteration, and use of the Protected Property and by providing for the enforcement of those restrictions. The covenants, restrictions, and enforcement rights set forth in this Conservation Easement apply to the Protected Property, regardless of any future division of the Protected Property, and bind all successors in interest of the Protected Property in perpetuity

2.2 EXISTING RESOURCES:

- (a) Existing Historic Resources. The following historic buildings, structures, amenities, and features exist on the Protected Property as of the Effective Date (collectively, the "Existing Historic Resources"):
1. The Protected Property contains portions of the Battle of Shepherdstown Study Area and the Battle of Antietam Study Area, and fully encompasses one archaeological site identified in 2021 and interpreted as Showman's House, a nineteenth-century dwelling that was standing during the Civil War (Site 46JF638).
- (b) Existing Natural Resources. The following natural features exist on the Protected Property as of the Effective Date (collectively, the "Existing Natural Resources"; and together with the Existing Historic Resources, the "Existing Resources"):
1. The Protected Property is comprised of two easement areas described on Exhibit "A" hereto as "Conservation Easement Area "A" and "Conservation Easement Area B." Conservation Area A and Conservation Area B are almost entirely in agricultural production with large fields dedicated to hay, row crops, and pasture (cattle). Besides some treed property lines, trees also exist mainly within Conservation Area B and are associated with rock outcrops. Several areas with both Conservation Area A and Conservation Area B have been planted with Spruce (*Picea* sp.). Except for the spruce, woody plants present are typical of early-stage successional growth typical of the Shenandoah Valley. The soils present are members primarily of the Poplimento, Ryder-Poplimento, Funkstown, and Duffield-Ryder silt loams that are prime and statewide-important soils. One area of very steep slope to the northeast of Conservation Area B consists of soils of the Hagerstown-Opequon Rock Outcrop and are not prime soils.

2.3 CONDITION OF THE PROTECTED PROPERTY:

- (a) Maintenance and Preservation of the Protected Property. From and after the Effective Date (hereinafter defined) the conditions of the Protected Property shall be maintained, preserved, and protected in the same or better condition and state of repair as documented in the Baseline Documentation Report dated April 17, 2021 and August 21, 2023 (the "BDR"), except for changes or modifications permitted under this Conservation Easement.
- (b) Baseline Documentation Report. The BDR contains, among other items, (i) a written report describing the Protected Property (including the Existing Resources), and (ii) aerial, topographic, and photo-point maps, a site plan, and photographs. Grantor hereby acknowledges that it has received a copy and accepts the findings of the BDR. The BDR is hereby incorporated by reference into this Conservation Easement and may be used in determining compliance with and enforcing the terms of this Conservation Easement.

2.4 DIVISION OF PROTECTED PROPERTY; CONVEYANCE:

- (a) As noted in Section 2.3 above, the Protected Property is comprised of two easement areas described on Exhibit "A" hereto as "Conservation Easement Area "A" and "Conservation Easement Area B." Conservation Area A is a part of Tract One as described in the Confirmatory Deed ("Tract One"). Conservation Area B is a part of Tract Two as described in the Confirmatory Deed ("Tract Two"). Grantor covenants and agrees that neither the Protected Property, Tract One, Tract Two, Conservation Area A nor Conservation Area B shall be divided or subdivided, except as indicated hereinbelow in Section 2.4(d) .
- (b) Grantor and Grantee acknowledge and agree that a portion of Tract One and Tract Two (as shown on the Conservation Easement Plat) is subject to that certain Deed of Conservation Easement, dated December 13, 2005, recorded in the Clerk's Office in Deed Book 1017, at Page 404 (the "2005 Conservation Easement"), and as amended in Deed of Correction of Deed of Conservation Easement recorded in the Clerk's Office in Deed Book 1308, Page 630.
- (c) To ensure the integrity and conservation values granted under the 2005 Conservation Easement and this Conservation Easement, Grantor covenants and agrees that Tract One and Tract Two shall only be conveyed together to a single transferee and, and any such conveyance shall be subject to the terms, conditions, and restrictions of the 2005 Conservation Easement and this Conservation Easement, as applicable.

- (d) Notwithstanding the foregoing, those portions of Tract One excluded from this Conservation Easement and shown and described on the Conservation Easement as "Area Excluded From Easement 3.272 Acres" and "Area Excluded From Easement 3.122 Acres" may be subdivided from Tract One to constitute separate subdivided parcels in accordance with applicable law and conveyed to separate transferees.

ARTICLE III: LIMITATIONS ON USES AND CONVEYANCES OF INTERESTS IN REAL PROPERTY

3.1 INDUSTRIAL AND COMMERCIAL ACTIVITY: Industrial or commercial activities other than the following are prohibited:

- (a) Preservation Activities. Activities that foster the preservation, maintenance, exhibition, and interpretation of the Protected Property as a historic Civil War battlefield and accommodation of the public amenities.
- (b) Existing Agriculture. Agriculture, silviculture, or horticulture at the same scale and intensity in existence at the Effective Date.
- (c) Temporary Activities. Temporary or seasonal outdoor activities that do not permanently alter the physical appearance of the Protected Property and that do not diminish the Conservation and Preservation Values and Purposes herein protected, provided that the affected areas are surveyed by a qualified archeologist and all archeological sites and features identified by survey are preserved in place and avoided during permitted activities. All such survey work and activities permitted under this Section shall be reviewed and approved by Grantee in writing prior to implementation.

3.2 PERMITTED NEW IMPROVEMENTS: No new building, structure, amenity, or feature may be built or maintained on the Protected Property after the Effective Date, other than the following (collectively, the "Permitted New Improvements"):

- (a) Reconstruction of Historic Buildings or Structures. Reconstruction of historic buildings or structures that are documented through professional historical or archeological investigation to have been located on the Protected Property, shall be permitted provided that such reconstruction shall be consistent with and evaluated according to the Secretary's Standards (as defined in Section 6.3(b) hereof), including without limitation the Standards for Reconstruction.

- (b) Amenities. Amenities including without limitation walking trails, footpaths, signs, and markers appropriate for the preservation, maintenance, exhibition, and interpretation of the Protected Property as a battlefield. No building, structure, or amenity shall be constructed, altered, restored, renovated, or extended except in a way that would be in keeping with the Conservation and Preservation Values and Purposes of this Conservation Easement and consistent with the Secretary's Standards, and provided that the prior written approval of Grantee and the WVDACH to such actions shall have been obtained.
- (c) Fences, Gates, and Boundary Markers. Existing fences, gates and boundary markers may be repaired and replaced and may be placed, constructed, repaired, expanded, moved, or replaced for purposes of supporting permitted agricultural activities on the Protected Property, marking boundaries, or controlling unauthorized access. Such fences, gates, and boundary markers must be of a type customarily used for agricultural or conservation purposes and shall not impair the Conservation and Preservation Values and Purposes.
- (d) Signs. Except for no trespassing signs, for-sale signs, signs identifying this Conservation Easement, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.
- (e) Total Area. The location, size, and design of any new building, structure, or amenity are subject to the prior written approval of Grantee and the WVDACH and shall not harm the Conservation and Preservation Values and Purposes. The collective area of any permitted buildings and structures on the Protected Property, excluding roads, shall not exceed one percent (1%) of the total area of the Protected Property and the collective height of any permitted buildings or structures shall not exceed two stories.

3.3 TEMPORARY STRUCTURES:

- (a) Temporary Buildings. Temporary buildings and structures not requiring trenching, footers, a pad, or other Ground Disturbing Activities (hereinafter defined) and erected for no more than sixteen (16) consecutive calendar days for use by Grantor or Grantor's designees, not to exceed a maximum of one-hundred sixty (160) days per calendar year may be placed on the Protected Property. Any extension of the sixteen (16) day duration must be reviewed and approved in advance in writing by Grantee.
- (b) Temporary Signs. Temporary signs not requiring any Ground Disturbing Activities that may be readily moved and are displayed for no more than sixteen (16) consecutive calendar

days for use by Grantor or Grantor's designees may be placed on the Protected Property. Any extension of the sixteen (16) day duration must be reviewed and approved in advance in writing by Grantee.

3.4 GROUND DISTURBING ACTIVITIES; MINING:

- (a) Ground Disturbing Activities. Excluding the permitted agricultural activities set forth in Section 3.1 above, any and all grading, topographic changes, blasting, earth removal, excavation, and any other ground disturbing activities on the Protected Property (the "Ground Disturbing Activities") may only be undertaken with Grantee's and the WVDACH's prior written approval, including, without limitation: (i) rehabilitation of the historic battlefield landscape; (ii) grading for Permitted New Improvements; (iii) forest or timber management activities with the exception of those activities allowed under the forest management provision in Section 5.1 hereof. Any Ground Disturbing Activities approved in writing by Grantee shall be conducted in accordance with all applicable local and state laws and regulations and the Secretary's Standards.
- (b) Mining. There shall be no mining, excavating, dredging or removing from the Protected Property of soil loam, peat, gravel, sand, rock or other mineral resource or natural deposit.
- (c) Unplanned or Emergency Activities. In the case of an unplanned or emergency ground disturbing activity the Grantor will notify the Grantee and the WVDACH as soon as practicable to consult on restoration or mitigation of any potential damage to the Conservation and Preservation Values and Purposes.

3.5 DEMOLITION: Prior to the demolition of any building or structure on the Protected Property the Grantor will consult with Grantee and the WVDACH to evaluate its eligibility for the National Register of Historic Places (36 C.F.R. 60.4). In addition to the approvals required under section 3.4, Grantor must provide and receive prior written approval of a demolition plan by the Grantee and the WVDACH to demolish the resource.

3.6 UTILITIES: The Grantor shall not place upon the Protected Property any electrical, telephone, water or sewer or other utilities or utility easements without the prior written approval of the Grantee and the WVDACH. If the Grantor receives notification from any utility company, governmental agency or other entity of proposed utilities or utility easements to be placed upon the Protected Property, Grantor shall so notify the Grantee and the WVDACH as soon as practicable to do so.

3.7 PUBLIC ACCESS: At minimum, the Protected Property must be visible from a publicly accessible road. The parties hereby acknowledge that the Protected Property is visible from Englemoler Road (CR 31) and Trough Road (CR 31/1), public rights-of-way, and that members of the general public may view the Protected Property from said rights-of-way. At other reasonable times, upon request of Grantee made with reasonable notice to Grantor, persons affiliated with educational organizations, professional associations, and historical societies shall be admitted to study the Protected Property at a date and time convenient to Grantor. In addition, Grantee may take photographs, drawings, or other representations documenting the significant historical, archeological, and cultural character and features of the Protected Property and may use or publish them (or authorize others to do so) to fulfill its charitable or educational purposes. Although the easement in gross granted by this Conservation Easement will benefit the public in the ways recited above, nothing herein shall be construed to convey a right to the public of access to or use of the Protected Property, and Grantor shall retain exclusive right to such access and use, subject only to the provisions herein recited.

3.8 TRASH: The accumulation or dumping of (a) trash, refuse, junk, or other unsightly material, or (b) any toxic or hazardous material or substance as defined by federal or state law is prohibited on the Protected Property. Grantor shall be responsible for the removal of trash, refuse, junk, and other unsightly materials present on the Protected Property as of the Effective Date or at any point thereafter, in compliance with applicable laws and regulations. This restriction shall not prevent generally accepted wildlife management practices or allowed agricultural activities as long as such practices are conducted in accordance with applicable laws and regulations.

3.9 CONVEYANCE OF INTEREST IN REAL PROPERTY: Grantor shall notify Grantee in writing within no less than ninety (90) calendar days prior to any transfer of fee simple title of the Protected Property. All conveyances by Grantor of any interest in the Protected Property less than fee simple, excluding deeds of trust given for the purpose of securing loans, requires the prior, written approval of Grantee. After the Effective Date, this Conservation Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed conveying an interest in the Protected Property, but failure of Grantor to comply with this requirement will not impair the validity of this Conservation Easement or the conveyance or limit the enforceability of this Conservation Easement in any way.

ARTICLE IV: ARCHEOLOGY

4.1 PROHIBITED ACTIVITIES: There shall be no removal of artifacts of a historical nature, except with prior written permission of the Grantee and the WVDACH. Archeologically significant deposits, sites, or features on the Protected Property shall not be intentionally disturbed, demolished or excavated or otherwise defaced or altered except by or under the supervision of a professionally qualified archeologist meeting or exceeding the Secretary of the Interior's Professional Qualifications Standards and provided that the scopes of work for such archeological activity have been submitted to and approved by the Grantee and the WVDACH in writing prior to any ground disturbing activities. Relic hunting of any kind on the Protected Property is strictly prohibited.

4.2 MANAGEMENT: The Protected Property will be managed in such a way as to protect the archeological integrity of the site and to protect archeological deposits, sites or features on the Protected Property from looting, vandalism, erosion, mutilation or destruction. No field investigation, archeological exploration, artifact collection, or recovery operation may be conducted on the Protected Property without the prior written approval of the WVDACH and the Grantee.

4.3 SURVEY AND INVESTIGATION: Any field investigation, explorations, or recovery operations conducted pursuant to such approval shall be carried out in consultation with the WVDACH and the Grantee, in accordance with the Secretary's Standards and in a manner to ensure that the appropriate amount of historic, scientific, archeological and educational information be recovered and preserved in addition to the physical recovery of objects. Any such investigation shall be conducted under the immediate supervision of a qualified professional archeologist meeting or exceeding the Secretary's Standards, who has prior written approval from the WVDACH and the Grantee.

4.4 RIGHT TO CONDUCT EXCAVATION: The Grantor shall have the right to conduct archeological research and excavations on the Protected Property; provided, that (i) a scope of work shall be completed prior to any said research and excavations and approved by the Grantee and WVDACH; (ii) during any such research or excavations the Grantor shall allow in attendance on the Protected Property at all times a designee of the Grantee; (iii) any such research or excavation shall be done only during daylight hours; and (iv) the topography and all visible surface features of the Protected Property disturbed by any such research or excavation shall be restored

to its prior condition and appearance once such research or excavation is complete. Any such investigation shall be conducted under the immediate supervision of a qualified professional archeologist meeting or exceeding *the Secretary of the Interior's Professional Qualification Standards* who is acceptable to the WVDACH, the State Archaeologist, and the Grantee. Any such investigation shall conform to the Secretary's Standards.

4.5 INADVERTENT DISCOVERY: If, during the course of approved ground disturbing activities, there is a discovery of human remains or archeological artifacts, any related activity must immediately cease, Grantor must immediately notify and consult with the WVDACH, the Eastern Shawnee Tribe and Grantee within twenty-four hours as to the proper treatment and curation of the remains or artifacts in accordance with the *Secretary's Standards*, and otherwise comply with all applicable laws and state protocols. In the case of burial sites, human remains, or other objects covered by the Native American Graves Protection and Repatriation Act ("NAGPRA"), 25 U.S.C. § 3001, as amended, the resources shall be covered and protected from deterioration, and any proposed treatment will favor preservation-in-place. If the burial sites, human remains, or other objects covered by NAGPRA are of Native American origin the Grantee and the WVDACH shall consult with appropriate tribes as to their preferred treatment prior to any action.

ARTICLE V: LANDSCAPE

5.1 TREES AND VEGETATION: Trees and vegetation on the Protected Property shall be managed in accordance with established arboreal and horticultural practices and in a manner that will prevent damage to Existing Resources and Permitted New Improvements consistent with the Conservation and Preservation Values and Purposes. The following activities are permitted without the prior, written approval of Grantee: (a) non-commercial, *de minimis* harvesting of trees for trail clearing, firewood, or Grantor's personal use; (b) removal of individual dead, diseased, or dying trees or invasive species; and (c) removal of trees that pose an imminent hazard (i) to human health or safety or (ii) to Existing Resources, Permitted New Improvements, livestock, or other domesticated animals maintained on the Protected Property.

5.2 TOPOGRAPHY: As of the Effective Date there shall be no uses of the Protected Property that would adversely alter the topography of the Protected Property, except where otherwise allowed herein. Any activity that would disturb the topography of the Protected Property, other

than routine grounds keeping or planting as allowed herein, shall only be allowed with the prior approval of the Grantee and the WVDACH.

ARTICLE VI:

PRESERVATION PLAN, INSPECTION, APPROVALS, AND ENFORCEMENT

6.1 PRESERVATION PLAN: From and after the Effective Date, Grantor shall implement and comply with that certain Preservation Plan dated _____, prepared by the Jefferson County Farmland Protection Board and approved by WVDACH (the "Preservation Plan"). Deviations from the Preservation Plan shall be allowed only with the prior written consent of the WVDACH.

6.2 INSPECTION:

(a) Right of Entry. Grantee and its representatives and agents have the right to enter onto the Protected Property once per calendar year, upon not less than ten (10) days' notice to Grantor, to annually inspect and document the condition of the Protected Property [including the interior of any Existing Historic Resources]. Grantee and its representatives and agents otherwise have the right to enter onto the Protected Property, upon reasonable notice to Grantor, to inspect the Protected Property and to enforce the terms, conditions, and restrictions of this Conservation Easement. Grantor's consent is not a necessary condition to the right of entry by Grantee and its representative and agents; however, the parties agree to cooperate in determining a mutually agreeable time to access the Protected Property. Grantee may take photographs, drawings, or other representations documenting the historical, [if applicable] architectural, archeological, and cultural character and features of the Protected Property and may use or publish them.

(b) Emergency Access. No notice to or consent of Grantor is required if, in the reasonable opinion of Grantee, emergency access is necessary to prevent irreversible damage to the Conservation and Preservation Values and Purposes. Following such emergency access, Grantee shall provide Grantor with a written explanation of the reason for such emergency access and the actions taken by Grantee on the Protected Property during such emergency access. Grantee shall limit its actions during such emergency access to those necessary to prevent irreversible damage to the Conservation and Preservation Values and Purposes.

6.3 APPROVALS: Whenever Grantee's approval is necessary under this Conservation

Easement for a proposed use or activity, Grantor shall submit in writing to Grantee, for Grantee's evaluation: (i) Grantor's specific request identifying a proposed activity or use; (ii) relevant information about the proposed activity or use (including, without limitation, plans, specifications, and designs, as applicable); (iii) a timetable for the proposed activity or use sufficient to permit Grantee to monitor it, and (iv) such other information as Grantee may reasonably request. Grantor shall not make any changes to the proposed activity or use without Grantee's written authorization. Grantee will use reasonable efforts to respond to any written request of Grantor within thirty (30) business days after Grantee's receipt of such request. Nothing herein should be construed, however, to require Grantee to issue a final decision on such request within such thirty (30) business day period, provided that a final decision is issued as timely as is practicable under the circumstances. Such circumstances may include, but are not limited to, the complexity of the activity or use, the adequacy of the information submitted with the written request, the degree to which the activity or use complies with the terms of the Conservation Easement, whether the activity or use is consistent with the Secretary's Standards, the need for archeological survey and investigation, the need for on-site inspections, or the need for consultation. In the event that Grantee does not respond in writing to Grantor's written request within thirty (30) business days of receipt of such request, then Grantee will be deemed to have denied the request, and Grantor may proceed with any appeal for reconsideration of such request in accordance with Grantee's written policies. Grantee is not liable to Grantor or any third party for any damage, injury, liability, or consequence arising out of or resulting from Grantor's failure to obtain Grantee's prior, written approval as required under this Conservation Easement. Nothing herein shall be construed to affect the authority of the Secretary of the Interior under Section 6(f)(3).

6.4 STANDARDS FOR REVIEW:

- (a) Sole Determination by Grantee. Any determination made by Grantee in exercising its rights of inspection, approval, or review under this Conservation Easement, except where otherwise noted, is made in Grantee's sole discretion, and Grantee, in making such a determination, may consider, without limitation, whether the activity or use (i) is consistent with this historic character of the Protected Property; (ii) is consistent or compatible with the Conservation and Preservation Values and Purposes; (iii) complies with the terms of this Conservation Easement; or (iv) complies with the Secretary's Standards.
- (b) Secretary's Standards. The following standards promulgated by the Secretary of the Interior

are collectively referred to in this Conservation Easement as the "Secretary's Standards":

- (1) *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 F.R. 44716 (1983); National Park Service, as amended).
- (2) *Secretary of the Interior's Professional Qualifications Standards* (48 F.R. 44716 (Sept. 1983, as amended)).
- (3) *Secretary of the Interior's Standards for Rehabilitation* (36 C.F.R. § 67.7, as amended).
- (4) *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 C.F.R. Part 68, as amended).
- (5) *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (National Park Service, as amended).
- (6) *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes* (National Park Service, as amended).

6.5 ENFORCEMENT:

- (a) Grantee's Enforcement Rights. Grantee has the right to bring an action at law or in equity to enforce the covenants and restrictions contained in this Conservation Easement, including without limitation, the right to: (i) require restoration of the Protected Property to comply with the terms of this Conservation Easement; (ii) recover any damages arising from non-compliance, including but not limited to disgorgement of any monies received by Grantor connected with such non-compliance; (iii) enjoin non-compliance by *ex parte* temporary or permanent injunction; and (iv) pursue any other appropriate remedy in law or equity.
- (b) Reimbursement of Costs. If a court determines that Grantor has failed to comply with this Conservation Easement, Grantor shall reimburse Grantee for all reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and reasonable attorneys' fees, in addition to any other payments ordered by such court.
- (c) No Rights in Public. Nothing in this Conservation Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee or to enforce this Conservation Easement through any means including, but not limited to, judicial action.

ARTICLE VII: GENERAL PROVISIONS

7.1 GRANTOR'S RESERVED RIGHTS: Grantor reserves the right to use and enjoy the Protected Property to the extent consistent with the Conservation and Preservation Values and Purposes and the terms and conditions of the Conservation Easement.

7.2 GRANTEE'S PROPERTY INTEREST: Grantor agrees that the conveyance of this Conservation Easement gives rise to a property interest, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the conveyance bears to the fair market value of the Protected Property as a whole at that time.

7.3 GRANTEE'S REMEDIES:

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

(b) **Injunctive Relief.** The Grantee, its successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Protected Property to the condition existing at the time of this Conservation Easement in order to correct any violation(s) of this Conservation Easement. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including without limitation, costs of suit and attorneys' fees, and costs or restoration necessitated by Grantor's violation of the terms of this

Conservation Easement shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Conservation Easement, Grantor's reasonable costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Conservation Easement against a third party shall be borne by Grantee.

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

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

7.5 COSTS, LEGAL REQUIREMENTS AND LIABILITIES: Grantor and its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

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

7.7 TAXES: Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Protected Property or residence contained

thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement.

7.8 ENVIRONMENTAL WARRANTY: Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby agrees to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

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

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture,

solution, or substance which may pose a present or potential hazard to human health or the environment.

7.9 HOLD HARMLESS. Grantor shall hold harmless, indemnify, and defend Grantee, its members, directors, officers, employees, agents, assigns, and contractors from and against all liabilities, fines, fees, penalties, costs, losses, damages, expenses, causes of action, suits, proceedings, claims, demands, judgments, and sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal), to which the Grantee may be subject or which the Grantee may incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any state or local laws, including all Environmental Laws.

7.10 TERMINATION OR EXTINGUISHMENT.

(a) The conveyance of this Conservation Easement gives rise to a property right immediately vested in Grantee with a fair market value equal to the proportionate value that this Deed of Easement at the effective date hereof bears to the value of the Protected Property as a whole at that time. That proportionate value of the Grantee's right shall remain constant. If circumstances arise in the future that render the purpose of this Deed of Easement impossible to accomplish, this Deed of Easement can only be terminated or extinguished, whether in whole or in part, upon (i) written approval by the Secretary of the Interior acting through the ABPP in accordance with the requirements of Section 6(f)(3) of the Land and Water Conservation Fund Act, and following such approval, (ii) by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantor and Grantee shall be entitled, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to or as a result of such termination or extinguishment, shall be determined in accordance with the following formula: The Grantee and the ABPP shall be entitled to a portion of the proceeds at least equal to the value of this Deed of Easement at the time of extinguishment bears to the then value of the Protected Property as a whole. Of that portion, the ABPP shall be entitled to 50 percent and Grantee 50 percent. The ABPP and Grantee shall each use their share of the proceeds for land conservation in a manner consistent with the conservation purposes set forth herein. After satisfaction of any other claim, the

Grantor is entitled to the balance of the gross sale proceeds or condemnation award.

(b) In making this Deed of Easement, Grantor has considered the possibility that uses prohibited by the terms of this Deed of Easement may become more economically valuable than permitted uses, and that adjacent properties may in the future permit the prohibited uses defined herein. Grantor believes that any such changes in the use of adjacent properties will increase the public benefit provided by this Deed of Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Deed of Easement.

7.11 EMINENT DOMAIN.

Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Deed of Easement, the Grantor and the Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests pursuant to the provisions of Section 7.10 above. Approval of the Secretary of the Interior, acting through the ABPP, in accordance with the requirements of Section 6(f)(3) of the Land and Water Conservation Fund Act will be required. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds.

7.12 CONVERSION OR DIVERSION.

This Conservation Easement is permanent. As provided in Section 7.10 above, extinguishment shall occur only if circumstances arise in the future that render the purpose of this Deed of Easement impossible to accomplish and shall require approval of the Secretary of the Interior, acting through the ABPP and judicial proceedings in a court of competent jurisdiction. In the event of a proposed conversion of the Protected Property to a use other than those specified herein, Grantor shall consult with Grantee. If following that consultation, Grantee determines that conversion and/or extinguishment and purchase is appropriate, the Grantee shall, in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act (54 U.S.C. § 200305(f)(3)) and the Battlefield Acquisition Grant Program (54 U.S.C. § 308103), propose such conversion to the Secretary of the Interior, acting through the ABPP. Any such proposal shall include the details of the proposed conversion and/or purchase. The proposal shall include a letter from the Grantee setting out its opinions on the advisability of the proposed extinguishment and the adequacy of the

proposed purchase as mitigation. Approval of such a conversion and/or extinguishment and purchase by the Secretary of the Interior, acting through the ABPP, shall be in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act and 36 C.F.R. 59.3. The Secretary shall approve such conversion and/or extinguishment and purchase only upon such conditions as the Secretary deems necessary to assure the substitution of other appropriate properties of at least equal fair market value and of reasonably equivalent usefulness and location. In the event of a breach of Section 6(f)(3) of the Land and Water Conservation Fund Act, there shall be no remedy other than immediate compliance with said Section 6(f)(3), nor may grant funds be repaid to nullify the conditions of Section 6(f)(3). Accordingly, Grantor and Grantee acknowledge that notwithstanding any other provision herein that may be construed to the contrary, no part of the Protected Property may be converted or diverted from its conservation/preservation/open-space use except with (i) approval of such conversion by the Secretary of the Interior, acting through the ABPP, in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act and the Battlefield Acquisition Grant Program (54 U.S.C. § 308103); and, subsequent thereto, by (ii) judicial proceedings in a court of competent jurisdiction, in a manner consistent with the provisions of Section 7.10 above.

7.13 SEVERABILITY: The invalidity or unenforceability of any provision of this Conservation Easement shall not affect the validity or enforceability of any other provision of this Conservation Easement.

7.14 AMENDMENT: Grantee and Grantor may amend this Conservation Easement to enhance the Protected Property's Conservation and Preservation Values and Purposes or to increase the amount of real property subject to this Conservation Easement. No amendment to this Conservation Easement shall:

- (a) affect this Conservation Easement's perpetual duration;
- (b) conflict with or be contrary to or inconsistent with the purpose of this Conservation Easement as set forth in Section 2.1 of this Conservation Easement;
- (c) reduce the protections to the Preservation and Conservation and Preservation Values and Purposes; or
- (d) affect the status of Grantee as a certified 501(c)(3) nonprofit.
- (e) affect the status of this Conservation Easement as a "qualified conservation contribution" or any other stipulations required by Internal Revenue Code § 170(h).

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the County Commission of Jefferson County, West Virginia. Grantee shall notify the ABPP in writing of any proposed amendment at least thirty (30) business days prior to the recordation of any such amendment.

7.15 DURATION; SUCCESSORS IN INTEREST: This Conservation Easement is perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Protected Property. The covenants, terms, conditions, and restrictions contained in this Conservation Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property. The rights and obligations contained in this Conservation Easement of an owner of the Protected Property, or any portion thereof, terminate upon proper transfer of such owner's interest in the Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

7.16 SUBSEQUENT TRANSFERS: Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest.

7.17 GRANTOR'S REPRESENTATIONS AND WARRANTIES: Grantor hereby represents, covenants, and warrants that: (a) Grantor has good, fee simple title to the Protected Property; (b) the Protected Property is free and clear of all encumbrances, other than restrictions, covenants, conditions, and utility and access easements recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, prior to the Effective Date including, but not limited to, any mortgages, liens, leases, or option contracts not subordinated to this Conservation Easement; (c) Grantor has all requisite power and authority to enter into this Conservation Easement and to grant and convey this Conservation Easement; (d) no consents of any lender or any third party are required for Grantor to enter into this Conservation Easement that have not already been obtained and made known to Grantee; (e) Grantor is and shall be duly organized and legally existing under the laws of the state of its formation; and (f) each person and/or entity signing on behalf of Grantor is authorized to do so.

7.18 ASSIGNMENT: Grantee may assign this Conservation Easement after notification of and approval by the ABPP that the successor organization fits its easement holder qualifications and consultation with Grantor and the WVDACH if:

- (a) All restrictions and covenants and Conservation and Preservation Values and Purposes set

forth in this Conservation Easement are to be continued in perpetuity.

- (b) The assignment is approved in accordance with the requirements of Section 6(f)(3) and the American Battlefield Protection Program Authorization of 2009, as amended.
- (c) The assignee is a "qualified organization" and "eligible donee" under Internal Revenue Code § 170(h), as amended.

Such assignment shall be in writing with all signatures notarized and shall be recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia.

7.19 NO MERGER: Grantor and Grantee agree that in the event that Grantee, or any agency or entity of the State or Federal Government, acquires a fee interest in the Protected Property, this Conservation Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Protected Property.

7.20 RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS:

In the event that any of the statutes or regulations cited in this Conservation Easement are re-codified or amended, this Conservation Easement will be interpreted and enforced according to the re-codified or amended statutes and regulations most closely corresponding to those cited herein and carrying out the purposes recited herein.

7.21 CONSTRUCTION: Pursuant to the public policy of the State of West Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common-law rule that covenants restricting the free use of land are disfavored and must be strictly construed), it is the intent of Grantor and Grantee that this Conservation Easement and all language contained herein shall be liberally construed in favor of the grant to effect the purposes of this Conservation Easement and the policies and purposes of Grantee. If any provision of this Conservation Easement is found to be ambiguous, an interpretation that is consistent with the purposes of this Conservation Easement (to protect the Conservation and Preservation Values and Purposes and prevent the exercise of reserved rights in a way that would impair such values) and that would render the provision valid will be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purposes of and not expressly prohibited by this Conservation Easement are permitted on the Protected Property.

7.22 NO LACHES, WAIVER, ESTOPPEL: In recognition of the public benefit provided by this perpetual Easement and the Conservation and Preservation Values and Purposes protected herein, the Grantor hereby agrees to waive any defenses of laches, waiver, and estoppel with

respect to any Grantee's enforcement of the terms of this Conservation Easement.

7.23 EXTINGUISHMENT OF DEVELOPMENT RIGHTS: Any and all development rights, subdivision rights and other rights affecting the future development (collectively, the "Development Rights") of the Protected Property are hereby extinguished. Grantor unconditionally and irrevocably relinquishes the right to transfer the Development Rights to any other real property or to use them for purposes of calculating lot yield, density allowances, increases or decreases, and/or development potential of the Protected Property or any other property. Grantor warrants and covenants that neither the Protected Property, nor any portion of it, has been or will be dedicated as open-space within, or as part of, a residential subdivision or any other type of real estate development plan or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No Development Rights that have been encumbered or extinguished by this Conservation Easement will be transferred to any other real property pursuant to a transfer of Development Rights or purchase of Development Rights program, cluster development plan, planned unit development, or other type of land use program or regulation intended to restrict the future development of the Protected Property.

7.24 MINERAL INTERESTS: The Grantor warrants that no person has retained a qualified mineral interest in the Protected Property of a nature that would disqualify this Conservation Easement for purposes of 26 C.F.R. § 1.170A-14(g)(4). From and after the Effective Date, the grant of such an interest is prohibited, and Grantee has the right to prohibit the exercise of such a right or interest if granted in violation of this provision.

7.25 RECORDING: This Conservation Easement shall be recorded in the Office of the Clerk of the County Commission of Jefferson County West Virginia, and Grantee may re-record it at any time to preserve its rights under this Conservation Easement.

7.26 COUNTERPARTS: This Conservation Easement may be executed in one or more counterparts, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Conservation Easement. Execution of this Conservation Easement at different times and in different places by the parties hereto shall not affect the validity of this Conservation Easement.

7.27 EFFECTIVE DATE: The date upon which this Conservation Easement is recorded in the land records of Jefferson County, West Virginia shall be the effective date ("Effective Date") hereof.

7.28 NOTICE: All notices and communications under this Conservation Easement shall be directed as follows:

Grantor:

Aspen Pool Farm LLC
1378 Trough Road
Shepherdstown WV 25443

Grantee:

Jefferson County Farmland Protection Board
P.O. Box 731
Charles Town, WV 25414

WVDACH:

West Virginia Department of Arts, Culture and History
1900 Kanawha Boulevard E.
Charleston, WV 25305-0300

ABPP:

National Park Service
American Battlefield Protection Program
1849 C Street, NW, Room 2287
Washington, D.C. 20240

7.29 ENTIRE AGREEMENT: This instrument, the exhibits attached hereto, and the documents incorporated herein by reference set forth the entire agreement of the parties hereto with respect to this Conservation Easement and supersede all prior discussions, negotiations, understandings, documents, drafts, and agreements relating to the conveyance of this Conservation Easement.

7.30 RECITALS AND EXHIBITS: All recitals set forth above and exhibits attached hereto are hereby incorporated into and made a part of this Conservation Easement.

7.31 HEADINGS: The headings and titles to the articles, sections, and subsections of this Conservation Easement are for convenience only and have no effect upon the construction or interpretation of any part of this Conservation Easement.

ARTICLE VIII: GLOSSARY

"Conservation and Preservation Values and Purposes" means the protection in perpetuity of the historic battlefield and battlefield landscape including the historic, archeological, open-space, and scenic purposes, and the historic, archeological, and natural resources, both identified and yet

unidentified, located on the Protected Property. These protected purposes, values, and resources are listed and expressed in the Recitals and Exhibits A and B, among others.

"Development Rights" means any and all development rights, subdivision rights, and other rights affecting the future development of the Protected Property.

"Conservation Easement" means this Conservation Easement and declaration of covenants, the stipulations herein, and the property interest held by the Grantee as of the Effective date.

"Effective Date" means the date on which this Deed of this Conservation Easement is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia and thereby goes into full effect.

"Existing Historic Resources" means the historic buildings, structures, amenities and features existing on the Protected Property as of the Effective Date as listed in section 2.2(a).

"Existing Non-Historic Resources" means the non-historic buildings, structures, amenities, and features existing on the Protected Property as of the Effective Date of this Conservation Easement.

"Existing Natural Resources" means the natural resources existing on the Protected Property as of the Effective Date as listed in Section 2.2(b) of this Conservation Easement.

"Grantee" means the organization holding the easement interest that is responsible for (1) the monitoring and enforcement of the easement terms and (2) protecting the Conservation and Preservation Values and Purposes; and all successors and/or assigns bound to the terms of this Conservation Easement in perpetuity.

"Grantor" means the owner of the Protected Property as of the Effective Date and all successors and/or assigns bound to the terms of this Conservation Easement in perpetuity.

"Preservation in place" means the treatment of archeological resources and sites disfavoring the spoliation or removal of the resources or sites, instead favoring that the resources or site remain in the same physical context as their discovery and protecting the integrity of the site to the extent feasible.

"Protected Property" means the real property encumbered by this Conservation Easement and the features and resources thereon, more accurately described in Exhibit A and B, among other provisions.

"Secretary's Standards" means, collectively, the Secretary of the Interior's Standards listed in Section 6.3.

Witness the following signatures and seal:



Approved per Sect 20.107
of Jefferson Co. Subregs
Joseph B. ... DEPT
01.05.24 27 OF
PZ&E

File # 23-5E

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

GRANTOR: ASPEN POOL FARM, LLC

By _____

Name: Charles F. Printz, Jr.

Managing Member

Date

GRANTEE:

Jefferson County Farmland Protection Board

Signature

Date

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Charles F. Printz, Jr., Managing Member on behalf of Aspen Pool Farm, LLC.

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____

_____, 20____, by _____, President on behalf of the Jefferson County
Farmland Protection Board.

My commission expires: _____

Notary Public

Exhibit A

Legal Description

Keller Engineers, Inc
420 Allegheny Street
Hollidaysburg, PA 16648
Phone: (814) 696-7430
Fax: (814) 696-0150
keller-engineers.com

FARMLAND CONSERVATION EASEMENT

DESIRED BY

JEFFERSON COUNTY FARMLAND PROTECTION BOARD

FROM

ASPEN POOL FARM LLC

PROJECT NUMBER 3964-7

DECEMBER, 2021

All those certain pieces or parcels of land lying and being situate in the Shepherdstown District, being part of Tax Map 12, Parcel 4, and part of Tax Map 12, Parcel 8.3, within Jefferson County, West Virginia, and more particularly bounded and described as follows:

Conservation Easement Area "A"

Beginning at an iron pin at the common corner with lands now or formerly of Charles F. Jr. & Donna F. Printz and lands now or formerly of George R. Welsh Jr.; thence along the Welsh land NORTH 69 DEGREES 22 MINUTES 04 SECONDS WEST a distance of 681.56 FEET to an existing post; thence along the same SOUTH 89 DEGREES 25 MINUTES 18 SECONDS WEST a distance of 1697.03 FEET to an iron pin; thence through lands of which this is a part NORTH 02 DEGREES 59 MINUTES 14 SECONDS EAST a distance of 757.40 FEET to an iron pin on the common line of lands now or formerly of Gregory D. & Laurie Moss of the Wright's Field Plan of Lots; thence along the Wright's Field Plan of Lots land NORTH 84 DEGREES 02 MINUTES 32 SECONDS EAST a distance of 1223.10 FEET to an existing iron pin and stone; thence along the same NORTH 13 DEGREES 20 MINUTES 36 SECONDS EAST a distance of 1822.01 FEET to an existing iron pin; thence SOUTH 75 DEGREES 13 MINUTES 42 SECONDS EAST a distance of 30.76 FEET to a point on the southerly right-of-way line of West Virginia Secondary Route 31 (Engle Molers Road); thence along the southerly right-of-way line and with a curve turning to the left with a radius of 195.00 FEET, an arc length of 156.25 FEET, a chord bearing of SOUTH 57 DEGREES 53 MINUTES 56 SECONDS EAST, and a chord length of 152.10 FEET to a point; thence along the same SOUTH 80 DEGREES 51 MINUTES 15 SECONDS EAST a distance of 166.86 FEET to a point; thence along the same and with a curve turning to the right with a radius of 245.21 FEET, an arc length of 132.48 FEET, a chord bearing of SOUTH 65 DEGREES 22 MINUTES 37 SECONDS EAST, and a chord length of 130.87 FEET to a point; thence along the same SOUTH 49 DEGREES 54 MINUTES 00 SECONDS EAST a distance of 493.30 FEET to a point; thence along the same SOUTH 49 DEGREES 38 MINUTES 41 SECONDS EAST a distance of 1242.95 FEET to a mag nail at the intersection with the westerly right-of-way line of West Virginia Secondary Route 31/1 (Trough Road); thence along the westerly right-of-way line SOUTH 39 DEGREES 48 MINUTES 24 SECONDS WEST a distance of 434.46 FEET to a point; thence along the same and with a curve turning to the left with a radius of 326.50 FEET, an arc length of 174.87 FEET, a chord bearing of SOUTH 24 DEGREES 27 MINUTES 49 SECONDS WEST, and a chord length of 172.78 FEET to a

point; thence along the same SOUTH 09 DEGREES 07 MINUTES 13 SECONDS WEST a distance of 222.36 FEET to a point; thence along the same SOUTH 05 DEGREES 13 MINUTES 55 SECONDS WEST a distance of 473.94 FEET to an iron pin; thence through lands of which this is a part and along lands now or formerly of Charles F. Jr. & Donna F. Printz NORTH 85 DEGREES 23 MINUTES 46 SECONDS WEST a distance of 645.68 FEET to an iron pin; thence continuing along the Printz land SOUTH 04 DEGREES 36 MINUTES 14 SECONDS WEST a distance of 457.63 FEET to the point and place of beginning and having an area of 112.762 Acres.

Conservation Easement Area "B"

Beginning at an existing iron pin on the easterly right-of-way line of West Virginia Secondary Route 31/1 (Trough Road), said iron pin being located SOUTH 55 DEGREES 08 MINUTES 10 SECONDS EAST a distance of 772.50 FEET from the iron pin point of beginning from the above described Conservation Easement Area "A"; thence from the Area "B" point of beginning and running through lands of which this is a part SOUTH 83 DEGREES 56 MINUTES 53 SECONDS EAST a distance of 1587.87 FEET to an iron pin on the westerly line of a 50 FOOT wide private road known as Peaceful Breeze Lane; thence along the westerly line of Peaceful Breeze Lane SOUTH 14 DEGREES 10 MINUTES 09 SECONDS WEST a distance of 849.45 FEET to an existing iron pin at the common corner of lands now or formerly of Scott & Christine King; thence along the King land and along lands now or formerly of Randall R. Conrad et al SOUTH 69 DEGREES 29 MINUTES 29 SECONDS WEST a distance of 536.20 FEET to an existing stone at the common corner with lands now or formerly of George R. Welsh Jr. Revocable Trust; thence along the Welsh Revocable Trust land NORTH 88 DEGREES 18 MINUTES 52 SECONDS WEST a distance of 307.62 FEET to an existing iron pin and stone; thence along the same NORTH 88 DEGREES 32 MINUTES 12 SECONDS WEST a distance of 662.22 FEET to an existing iron pin; thence along the easterly right-of-way line of West Virginia Secondary Route 31/1 NORTH 04 DEGREES 59 MINUTES 15 SECONDS EAST a distance of 1157.30 FEET to the point and place of beginning and having an area of 36.846 Acres.

Being a portion of the parcel of land title to which became vested in Aspen Pool Farm LLC by deed as recorded in Jefferson County Deed Book Volume 1178 at page 468, Deed Parcels One and Two. The total area of the Farmland Conservation Easement is 149.608 Acres and is more fully shown on the survey plat prepared by Keller Engineers, Inc. entitled "Conservation Easement" showing the lands of Aspen Pool Farm LLC, dated December 7, 2021, which plat is recorded in the Clerk's Office of the County Commission of Jefferson County, West Virginia in Plat Book _____, Slide _____.

Exhibit B

Conservation and Preservation Purposes

B-1 *[Include description of Protected Property and historic and archeological resources in sequential recitals. Should reference all historic buildings, structures, features and amenities including landscape features and archeological sites, deposits or features in individual recitals. Should also reference any evaluation of eligibility for the National Register of Historic Places for any historic properties on the Protected Property or the battlefield itself.]*

B-2 The Protected Property, as of the Effective Date, contains approximately 150 acres of land that lie within the study area of the Shepherdstown Battlefield as determined by the CWSAC, which has given the Shepherdstown Battlefield a Preservation Priority II Class C Rating.

B-3 The CWSAC defines Priority II battlefields as those that offer opportunities for comprehensive preservation, and reserves Class C as "having observable influence on the outcome of a campaign," in this case Gen. Robert. E. Lee's September 4 – 20, 1862 Maryland campaign. The Battle of Shepherdstown, which took place in the aftermath of Antietam on September 20, 1862 saw Maj. Gen. Fitz John Porter's V Corps attack the Confederate rearguard who were under the command of Brig. Gen. William Pendleton. General A.P. Hill's Confederate division counterattacked the Union forces, pushing them back across the Potomac River. The Battle of Shepherdstown, then, discouraged a Union pursuit of Robert E. Lee's army back into Virginia and ended Lee's Maryland Campaign.

Following the Battle of Antietam, a Union detachment crossed the Potomac from Maryland to Virginia at "Boteler's Ford", located approximately 1.5 miles north of Aspen Pool Farm. After attacking a Confederate rearguard, the detachment, under the command of Fitz John Porter, established a bridgehead. Confederate General A.P. Hill positioned himself to counterattack and drive the Union troops back across the river. Hill's division was bivouacked on or near Aspen Pool Farm prior to the Battle of Shepherdstown. On the morning of September 20, 1862, Hill formed lines of battle on Aspen Pool Farm near the intersection of Trough Road and Engle Mollers Road to meet the Union troops that were advancing south along Trough Road from the Potomac River. Federal forces, supported by artillery fire from the Maryland side of the Potomac, and Hill's troops both advanced to meet each other. Jubal Early, with his own brigade, and those of Trimble and

Hays, took position in a wood on the right and left of the road in support of Hill. Union troops withdrew back across the river under cover of counterfire. As such, Aspen Pool Farm is a significant property for the Battle of Shepherdstown, as it was at this location that Confederate troops prepared for battle, and from which they launched the attack which drove the Federal troops back across the Potomac River.

B-4 A portion of the Protected Property also lies within the Study Area of the Antietam Battlefield, as determined by the CWSAC which has given the Antietam Battlefield a Preservation Priority II Class A Rating.

The CWSAC defines Priority II battlefields as those that offer opportunities for comprehensive preservation, and reserves Class A as "having a decisive influence on a campaign and a direct impact on the course of the war," in this case Gen. Robert. E. Lee's September 4 – 20, 1862 Maryland campaign.

B-5 The Battle of Antietam took place north and east of Sharpsburg, Maryland on September 17, 1862, known as the bloodiest day in American history. On September 16, 1862 Maj. Gen. George B. McClellan confronted Lee's Army of Northern Virginia at Sharpsburg, Maryland. At dawn on September 17, Hooker's corps, under command of Major General George B. McClellan, attacked Robert E. Lee's left flank north of Sharpsburg. Attacks and counterattacks swept across the Miller's cornfield and around the Dunker Church. Union assaults against the Sunken Road pierced the Confederate center and rolled up the Confederate right flank. Late in the day, Burnside's corps crossed the stone bridge over Antietam Creek and rolled up the Confederate right. At a crucial moment, A.P. Hill's division arrived from Harper's Ferry and counterattacked, freeing up the Confederate right and allowing the lines to reform. The entire Confederate army advanced while McClellan held back approximately a quarter of the Union army, and by the evening the armies had fought to a standstill. At night, both armies consolidated their lines, and skirmishes continued into the following morning. McClellan did not renew the assault. After dark, Lee ordered the battered Army of Northern Virginia to withdraw across the Potomac into the Shenandoah Valley. Total casualties numbered above 22,000. The results of the battle were inconclusive but served as a Union strategic victory.

B-6 The Protected Property contains a known archeological site which contains a site associated with the historic house of Adam Showman. The site consists of a surface scatter of nineteenth-century artifacts along the western perimeter of the Protected Property, occupying an

area of approximately 300 feet by 100 feet. Up until 1852, the Aspen Pool property was actually two properties which were divided by Trough Road. The western parcel was owned by Adam Showman, while the eastern parcel was owned by John Unseld. The 1827 tax assessment records for Jefferson County indicate that a building was also situated on the Protected Property of Adam Showman's with a value listed at \$300 with the notation "an unfinished but occupied house by [?] Showman valued at \$300." Adam, who was a blacksmith, and his wife, Mary, owned one enslaved individual in 1830; by 1860, Adam owned nine. In 1852, Adam purchased the eastern parcel now containing the Unseld house, and eventually moved into it. The Showman house is depicted in historic maps along the western edge of the Protected Property. The house stood between the western edge of the Protected Property and the historic intermittent stream which at one time flowed south to north, in the location of the surface scatter that was identified. It appears in the 1852 *Brown Map of Jefferson County*, Macomb's 1861 *Jefferson County, Virginia*, and Brown's 1862 *Map of Jefferson County, Virginia*, but not in the Hoffman's 1864 map of the area or any maps post-dating it. The fact that the building was standing during both the Battle of Antietam and the Battle of Shepherdstown presents the possibility that the Protected Property may have been utilized in some form or another prior to or after these battles. Farms and orchards could provide food to hungry troops among other supplies. The possibility that the house may have been abandoned prior to the Civil War would have made it even more attractive to troops on the march to or in flight from one of the two bloody engagements that took place in the vicinity.

B-7 The Protected Property is further significant for its archeological potential as a Civil War battlefield. Although the Protected Property has not been subjected to professional archeological survey, in the opinion of the West Virginia DACH, the Protected Property has the potential to contain archeological sites, deposits and features associated with the Civil War, specifically the Battles of Shepherdstown and Antietam, based on the concentration of troop movement and the engagement of the opposing armies to the north of the Protected Property.

B-8 The previously identified archeological site(s) on the Protected Property also serve as indication that the Protected Property as a whole is likely to contain additional sites, deposits or features associated with its historic use and occupation.

B-9 As shown by predictive models and an archaeological assessment, the Protected Property contains moderate potential for historic (19th-century and specifically Civil War period) sites.

B-10 The Protected Property contains scattered patches of planted Spruce trees (*Picea* Sp.) and woody plants typical of early-stage successional growth found in the Shenandoah Valley along some fence lines and in rock outcrops. In total, treed patches amount to approximately 3.25 acres as of the Effective Date.

B-11 The Protected Property contains approximately 145 acres of fields and meadows used for crop production including hay, grain crops, or grazing livestock as of the Effective Date.

B-12 The Protected Property contains a single, small (ca. 5,000 ft²) manmade pond which exists along the western property line as of the Effective Date.

B-13 The Protected Property is visible from Engle-Moler Road (CR 31) and Trough Road (CR 31/1), which are public transportation corridors accessible to the public. The Protected Property represents publicly significant open space in this corridor, and the Protected Property's historic and open-space resources contribute to the historic, cultural, and open-space features that define the existing rural character and landscape quality along this roadway.

B-14 The Protected Property lies adjacent to or within one mile of nearby lands protected by historic preservation and conservation easements held by Grantee in Jefferson County and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia including:

Aspen Pool, Inc., 59.9 acres, 1378 Trough Road, Shepherdstown, WV Deed Book 1017, Page 404

Borden Farm, Inc., 278.34 acres, 565 Vance Road, Shepherdstown, WV Deed Book 141, Page 682

Carter, 117 acres, 163 Paint Horse Road, Shepherdstown, WV Deed Book 1211, Page 708

Davidson, 121 acres, 337 Vidon Farm Lane, Shepherdstown, WV Deed Book 1055, Page 339

Lewis, 40 acres, 161 McMurrin Farm Lane, Shepherdstown, WV Deed Book 1016, Page 1

Moore, 82.8 acres, 408 Spring Farm Lane, Shepherdstown, WV Deed Book 1017, Page 219

Quinn, 102 acres, 677 Quinn Lea Road, Shepherdstown, WV Deed Book 1032, Page 36

Renaud, 72.8 acres, 405 Spring Creek Lane, Shepherdstown, WV Deed Book 1025, Page 406

Stine, 235.8 acres, 7633 Flowing Springs Road, Shepherdstown, WV Deed Book 1027, Page 238

Willis, 20 acres, 311 Peaceful Breeze Lane, Shepherdstown, WV Deed Book 1034, page 558

B-15 This Conservation Easement is in furtherance of and pursuant to clearly delineated governmental policies and documents set forth below:

a. Land conservation policies and documents of the United States of America as set forth in:

1. *"The Report on the Nation's Civil War Battlefields"* (1993, revised 2009) issued by the CWASC, authorized under 54 U.S.C. § 100507 (as amended).
2. The "American Battlefield Protection Program Act of 1996," authorized under 16 U.S.C. § 469k, as amended by the "The Civil War Battlefield Protection Act of 2002," authorized under 16 U.S.C. § 469k-1, as amended.
3. The "American Battlefield Protection Program Authorization of 2009," 54 U.S.C. § 308103 (as amended).
4. The Land and Water Conservation Fund Act, 54 U.S.C. §§ 200301 – 200310 (as amended).
5. The Natural Resources Conservation Service Soil Survey, which identifies areas of Prime Farmland, as classified and defined by the United States Department of Agriculture.

b. Land conservation policies and documents of West Virginia as set forth in: West Virginia Conservation and Preservation Easements Act, West Virginia Code §§ 20-12-1 et seq., as amended, and the West Virginia Voluntary Farmland Protection Act, West Virginia Code §§ 8A-12-1 et seq., as amended.

- c. Land use policies of the County of Jefferson, West Virginia as delineated in:
1. the Jefferson County West Virginia, Envision Jefferson 2035 Comprehensive Plan, adopted by the County Commission on January 14, 2015. to which plan the restrictions set forth in this deed conform as follows:
 2. Envision Jefferson 2035 Comprehensive Plan Vision Statement: "We envision Jefferson County in the year 2035 as a place of natural beauty and historic value. It is an active, vibrant place to live, work, and play. The county has economic growth potential as a result of its location in the Washington, D.C. and Baltimore, MD Metropolitan Areas, as well as its skilled workforce. There is a well-diversified economic base of manufacturing, services, government, tourism, and agriculture that is not reliant on any single business type. The County's rich historic, cultural and natural resources are preserved and are an integral part of its economy. Excellent infrastructure, public facilities and services are available to all residents and employers. It is a community with well-defined rural, village, and urban areas. Residents enjoy a countywide system of well-programmed parks, as well as recreational opportunities serving all ages. Safe, congestion free, and convenient transportation access is available throughout the County. Page 191. Goal #2:

Maintain and Enhance the Agricultural and Artisan Economy, Rural Land Uses, Rural Neighborhoods, and Rural Character of the Areas of the County Outside the Preferred Growth Areas

3. Page 193. Goal #8: Retain, Strengthen, and Enable the Growth of Jefferson County's Rural, Cultural and Artisan Economies, Objective #3: Enhance farmland protection activities within Jefferson County.
4. Page 195. Goal #9: Preserve, Promote and Enhance Components of Jefferson County's Natural, Cultural, Built, Historic, Recreational, and Rural Environments which Encourage Tourism. Objective #2: Encourage the utilization of existing historic and agricultural areas for a variety of uses in ways that respect their historical function or setting. Objective #3: Protect and enhance the viability of natural, cultural, and built environments within Jefferson County while allowing recreational and tourism opportunities.
5. Page 199. Goal #14: Preserve and Protect Significant Cultural Landscapes that encompass Historic Properties, Buildings, Battlefields and Sites from the Impacts of Incompatible Development Objective #1: In conjunction with efforts from the Jefferson County Historic Landmarks Commission (JCHLC) and other applicable agencies, continue to identify key sites and structures built more than 50 years ago that should be prioritized for protection. Objective #2: Create and implement a series of preservation standards to help protect the integrity of historic structures, properties, and districts within Jefferson County. Objective #3: Work with local, state, and federal elected officials and agencies to identify additional tools and incentives to aid in the preservation of historic structures, properties, and districts in Jefferson County. Objective #4: Work with property owners and applicable agencies to balance private property rights with the need to protect historically significant properties, structures, sites, or archeological resources. Objective #5: With assistance from applicable agencies, provide technical resources for property owners and local businesses on the protection of historic resources within Jefferson County. Objective #6: Encourage the adaptive reuse of existing historic buildings within Jefferson County for a variety of purposes. Objective #7: Identify areas or corridors for consideration for inclusion in a historic, cultural, or heritage area of local, regional, or national significance.

Conservation Easement WV Code § 8-26A-1 **MUNICIPAL AND COUNTY HISTORIC LANDMARKS COMMISSIONS** The Jefferson County Historic Landmarks Commission has served the local community since 1974. JCHLC's mission is to preserve historic sites, structures, and rural landscapes in the unincorporated areas of Jefferson County and to educate the public about the county's heritage.

DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("Easement" or "Conservation Easement") is dated _____, 2024, to be effective as of the Effective Date (hereinafter defined), by and between **GLORIA E. WILLIS** and having an address at 102 Kinlock Road, Inwood, West Virginia 25428 ("Grantor"), and the **JEFFERSON COUNTY FARMLAND PROTECTION BOARD** ("Grantee" or "JCFPB") having its mailing address at PO Box 731, Charles Town, WV 25414. For purposes of this Easement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this Easement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 153.054 acres, more or less, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The Property is also shown on that certain plat titled "Conservation Easement desired by the Jefferson County Farmland Protection Board" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia (the "Clerk's Office") in Plat Book _____, at Page _____ and incorporated herein by this reference (the "Farmland Protection Plat"). The Property is the same real property conveyed to Grantor by a deed of record in the Clerk's Office in Deed Book 928, Page 426;

WHEREAS, the Property possesses agricultural soils, including prime, unique and significant soils; open space and scenic views, , and natural values (collectively, "Conservation Values") of great importance to Grantor, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and incorporated herein by this reference ("Baseline Documentation Report"), that consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property as of the Effective Date of this Easement and that is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantor and Grantee have the exclusive common purpose of preserving the agriculture and open space character of the Property, and intend this DEED OF CONSERVATION EASEMENT to be a "qualified conservation contribution" under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code");

WHEREAS, Grantor further intends, as owner of the Property, and with this Conservation Easement that encumbers 153.054 acres, more or less, of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity;

DEED OF CONSERVATION EASEMENT

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia, including statutory support for these important goals in WV Code §8A-12 (Land Use Planning - Voluntary Farmland Protection Programs), and WV Code §20-12 (Natural Resources-Conservation and Preservation Easements);

WHEREAS, the Legislature has declared that agriculture is a unique life-support industry and recognizes the need to support the irreversible loss of agricultural land and has authorized the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

WHEREAS, the importance of the Property to the State of West Virginia and Jefferson County is being confirmed by JCFPB's payment of \$750,000 toward the acquisition of this Conservation Easement by JCFPB;

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

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

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

WHEREAS, JCFPB was established as a conservation easement holder through the State of West Virginia Voluntary Farmland Protection Act at WV Code §§8A-12-1 et seq. and is qualified to hold conservation easements under Section 170(h) of the Internal Revenue Code of 1986;

WHEREAS, protection of the Property will accomplish a number of the factors determining "significant public benefit" under Treas. Reg. Section 1.170A-14(d)(4)(iv);

WHEREAS, accordingly, protection of the Property is for the scenic enjoyment of the general public and will yield a significant public benefit, and therefore this Easement meets the requirements of Section 170(h)(4)(A)(iii)(I) of the Code;

WHEREAS, accordingly, protection of the Property is pursuant to clearly delineated federal, state, and local governmental conservation policies, and will yield a significant public

DEED OF CONSERVATION EASEMENT

benefit, and therefore this Easement meets the requirements of Section 170(h)(4)(a)(iii)(II) of the Code; and

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

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantee a conservation easement (as defined in the West Virginia Conservation and Preservation Easement Act, WV Code §§ 20-12-1 through 20-12-8) in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, including its qualifying prime, unique, statewide and locally important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth.

I. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to Grantor, and to Grantor's successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement and the perpetual protection of the Conservation Values and are not destructive of other significant conservation interests. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantee:

1. **Use and Quiet Enjoyment.** Grantor has the right to reside on the Property and to benefit from all aspects of the quiet enjoyment of the Property. Grantor has the right to engage in any and all personal recreational uses of the Property, including, but not limited to, hiking, touring, swimming, camping, biking, hunting and fishing, that require no development of the land and are consistent with the Conservation Values.

2. **Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products

DEED OF CONSERVATION EASEMENT

produced principally on the Property are permitted. Any secondary agricultural activity, including, but not limited to, farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the existing and permitted agricultural or residential structures and must be consistent with the Conservation Values and the maintenance of the high quality of the agricultural soils and the Conservation Values of the Property.

3. **Agricultural Structures.** Grantor has the right to maintain, place, and, with notice to Grantee, construct agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property ("Agricultural Structures"). Agricultural Structures shall be limited by the maximum square footage as described in Paragraph I.10 (Maximum Impervious Surface Coverage) and shall be constructed in specific locations where such structures do not have an adverse impact on the Conservation Values.

4. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Property that are supportive and agriculturally compatible may be established on the Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products. Structures permitted under this paragraph (4) shall be subject to Paragraph I.10. (Maximum Impervious Surface Coverage).

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

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Paragraph I.3 (*Agricultural Structures*) or Paragraph I.7 (*Residential Dwellings*) Residential Dwellings; no other structures are permitted on the Property.
- (b) Stables, horseback riding arenas, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be limited by the maximum square feet as described in Terms, Conditions and Restrictions-Maximum Impervious Surface Coverage.
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within the permitted residential structure.

DEED OF CONSERVATION EASEMENT

- (e) Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

6. **Home-based Businesses.** Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Property, provided that:

- (a) The occupation or business use must be conducted entirely within the single residential dwelling or appurtenances allowable under *Terms, Conditions and Restrictions - Residential Dwellings*.
- (b) The use of the dwelling for a home-based business shall be clearly incidental and subordinate to the use of such residential dwelling for residential purposes.

7. **Residential Dwellings.** Grantor and Grantee acknowledge the existence of no residential dwellings on the Property. Grantor may construct one (1) single residential dwelling on the Property, to be located within a separate two (2) acre building envelope as indicated in Exhibit B (the "Retained Development Right"). No other residential dwellings shall be constructed or placed on the Property.

- (a) The residential dwelling shall be contained in a building envelope ("Residential Area") no greater than two (2) acres. The Retained Development Right may be constructed anywhere within the building envelope described in Exhibit B.
- (b) The Grantor has the right to maintain, repair, enlarge or replace the single residential dwelling as the Grantor so desires, except that the impervious surface of the single residential dwelling shall be limited to five thousand (5,000) square feet.
- (c) The Grantor has the right to construct appurtenances such as garages, sheds and recreational facilities within the building envelope except that the total allowed impervious surface within the building envelope including the single residential dwelling, shall not exceed nine thousand (9,000) square feet.
- (d) The single residential dwelling may house one or more families or occupants, but shall not be converted or divided into to a multi-family dwelling.
- (e) Except as provided in Paragraph I.7 (Residential Dwellings), no other dwellings shall be constructed or placed on the Property, except for Agricultural Structures permitted herein under Paragraph I.3. (Agricultural Structures), which may be placed anywhere on the Property subject to the provisions of Paragraph I.3 (Agricultural Structures).

8. **Transfer of Development Rights.** All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other

DEED OF CONSERVATION EASEMENT

property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

9. **Subdivision.** It is the intention of Grantor to protect the open space values of the Property. Accordingly, subdivision of the Property is prohibited. Grantor acknowledges and agrees that the designation of the Residential Area on the Farmland Protection Plat does not constitute a subdivision of land and the Residential Area shall not be conveyed separately from the remainder of the Property.

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

- (a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of storm water directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.
- (b) See Paragraph I.7 Residential Dwellings)) for impervious surface limits relating to the Residential Dwelling and structures considered as an appurtenant to such dwellings.
- (c) The total surface coverage of the Property by all impervious surfaces, including the Residential Dwelling, structures considered as an appurtenance to such dwelling, Agricultural Structures, and all driveways and parking areas, shall not exceed 133,340 square feet, which is less than two percent (2%) of the total Property.

11. **Removal of Natural Resources.** Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, are in accordance with a conservation plan that takes into account the perpetual protection of the Conservation Values, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gravel, gas or any other hydrocarbon substance from the Property, by any method, including surface mining, is prohibited.

12. **Management of Woodland Resources.** Easement property with contiguous forest that exceeds the greater of forty (40) acres or twenty (20) percent of the easement area will

DEED OF CONSERVATION EASEMENT

have a Forest Management Plan. The agricultural use of timber and woodland products on the Property is permitted under a current forest management plan subject to approval by the Grantee.

The sale of timber and woodland products from the Property, or any on-site use for trade or profit, is permitted under a Forest Stewardship Plan (or a similar plan meeting the same requirements) approved by the West Virginia Division of Forestry and accepted by the Grantee. Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations; be consistent with this Deed of Easement and the protection of Conservation Values of the Property, and be in compliance with the approved Forest Stewardship Plan.

The use of timber and woodland products of not more than one percent (1%) in any two-year period on site is permitted without a Forest Stewardship Plan and will not require acceptance by the Grantee. A Forest Stewardship Plan shall not be required for the following permitted activities and do not require prior acceptance by the Grantee:

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

The Grantor reserves the right to remove all trees on a portion of the Property as indicated in the Easement Documentation Report that has a Conservation Value of qualifying soil (soil of prime, unique, or locally significant value) but was forested at the time this Easement Deed was recorded. Such tree removal may only occur as an act of converting woodland to agriculture. Such tree removal shall be carried out under a Conservation Plan approved by the Grantee.

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

Forest management and timber harvesting in excess of one percent (1%) of available timber in any two-year period must be performed in accordance with a written Forest Management Plan consistent with this Conservation Easement prepared and signed by a licensed professional forester. The plan shall be subject to Grantee's approval, which shall not be

DEED OF CONSERVATION EASEMENT

unreasonably withheld, conditioned or delayed, to ensure it is consistent with the Conservation Values. Said plan must have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence.

13. Other Construction. Except as specifically permitted above in Paragraphs 1.3 and 1.7, there shall be no constructing or placing of any buildings, manufactured homes, swimming pools or other recreational facilities, commercial lighting or any other temporary or permanent structure or facility on or above the Property. Existing roads as identified in the Baseline Documentation Report may be maintained and repaired in their current state. New roads may be constructed only if they are necessary for agricultural operations. Paved roads are subject to the impervious surface limitations referenced above.

14. Fences. Existing fences may be repaired, replaced, removed or relocated, and new fences may be built on the Property as necessary for agricultural operations on the Property, including customary management of livestock, protection of crops and plantings, and to delineate the boundary of the Property.

15. Signs. Except for signs intended to deter trespassers or unauthorized hunters, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed fifteen (15) square feet per sign. Grantor reserves the right to approve any sign suggested by Grantee.

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

17. Utilities. Grantor shall not sell, lease or grant an easement covering any portion of the Property where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers. Notwithstanding the foregoing, Grantor may install utilities necessary for the permitted residential and agricultural structures.

18. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the Property for agricultural purposes on the Property permitted by this Easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an

DEED OF CONSERVATION EASEMENT

agricultural use. Expansion and construction of ponds and structures shall be in accordance with the conservation plan and must have the consent of the Grantee. Farm ponds shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

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

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

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph II.4 (Grantee's Remedies).

3. **Grantee Notification/Approval.** Grantor reserves for themselves the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee, provided, however, Grantor shall notify Grantee, in writing, before exercising any reserved right which may have an adverse impact on the purpose of this Easement.

4. **Grantee's Remedies.**

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

(b) **Injunctive Relief.** The Grantee, its successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantee's rights under this paragraph apply

DEED OF CONSERVATION EASEMENT

equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees, and costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against third party shall be borne by Grantee.

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

5. **Acts beyond the Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Grantor shall take reasonable actions on the Property to prevent trespassers from taking actions on the Property. In the event the terms of this Easement are violated by acts of trespassers, Grantor agrees that Grantee has the right to pursue enforcement action against the trespassing parties.

6. **Costs, Legal Requirements and Liabilities.** Grantor, its heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

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

8. **Taxes.** Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residence contained

DEED OF CONSERVATION EASEMENT

thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

9. **Environmental Warranty.** Grantor warrants that to the best of Grantor's knowledge it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants to the best of Grantor's knowledge that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby agrees to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee will be responsible for any Hazardous Materials placed on the Property by Grantee after the Effective Date of this Easement.

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

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

10. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee, its members, directors, officers, employees, agents, assigns, and contractors (collectively, the "Grantee") from and against all liabilities, fines, fees, penalties, costs, losses, damages, expenses, causes of action, suits, proceedings, claims, demands, judgments, and sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal), to which the Grantee may be subject or which the Grantee may incur relating to the Property, which may arise from, but are not

DEED OF CONSERVATION EASEMENT

limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any state or local laws, including all environmental laws.

11. **Proceeds for Extinguishment.** The conveyance of this Easement gives rise to a property right immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that the easement, at the time of the conveyance, bears to the fair market value of the Property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the Property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of this Easement. If circumstances arise in the future that render the purpose of this Easement impossible or impractical to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. At the date the Conservation Easement was conveyed, the proportionate values were as follows: Grantor is 28.6% of the appraised fair market value of the Property. Grantee is 71.4% of the appraised fair market value of the Property. All of Grantee's portion of the proceeds from a subsequent sale or exchange of the Property shall be used by the Grantee in a manner consistent with the conservation purposes of the original conveyance.

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

12. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement, if state law provides that the Grantor is entitled to the full proceeds from the taking without regard to the terms of this Deed of Easement. Grantors, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Property, shall notify the Grantee in writing, within fifteen (15) days of receipt of said notification.

13. **Assignment.** This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event that JCFPB ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred by a court of competent jurisdiction to an organization that is a qualified organization under Section 170(h)(3) of the Code, as amended, and is an eligible donee under Treas. Reg. Section 1.170A-14(c)(1), and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act (WV Code §§20-12-1, et seq.).

DEED OF CONSERVATION EASEMENT

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

14. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

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

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

To Grantor: Gloria E. Willis
102 Kinlock Road
Inwood, West Virginia 25428

To Grantee: Jefferson County Farmland Protection Board
PO Box 731
Charles Town, WV 25414

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

17. **Recordation; Effective Date.** This instrument shall be effective (the "Effective Date") when it has been delivered for recording to the Office of the Clerk of the County Commission with a date-stamped copy retained as proof of timely delivery. Grantee shall record this instrument in timely fashion with the Clerk of the County Commission of Jefferson County, West Virginia, and in no event not more than sixty (60) days after the Effective Date and may re-record it at any time as may be required to preserve its rights in this Easement.

18. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

DEED OF CONSERVATION EASEMENT

Pursuant to IRS Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the real property subject to the Easement may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location.

19. **Other Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia.

(b) **Severability; Interpretation.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby. If any provision of this Easement is arguably construed as ambiguous, an interpretation of said provision that is consistent with the perpetual protection of the Conservation Values and the purpose of this Easement shall be favored over any interpretation that would be inconsistent therewith.

(c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.

(d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

(e) **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

(f) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

(g) **Title Warranties.** Grantor warrants that Grantor has good title to the Property; that Grantor has the right to convey this Easement, and that the Property is free and clear of any encumbrances.

(h) **Merger.** If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of this Easement are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.

DEED OF CONSERVATION EASEMENT

(i) **Representation of Authority.** Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

(j) **No Goods or Services.** Pursuant to the requirements of Section 170(f)(8) of the Code, Grantor and Grantee acknowledge that other than the \$750,000 paid by JCFPB toward the acquisition of this Easement, no goods or services or other consideration have been provided by Grantee to Grantor as consideration for this Easement, and Grantee will provide Grantor with a separate letter so stating.

[Balance of Page Intentionally Left Blank]

[Signature Page Follows]



File # 23-3 E

Approved per Sect. 20.107
of Jefferson Co. Sub Reg 5
Jennifer M. Bralman
01.05.24

DEED OF CONSERVATION EASEMENT

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

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

GLORIA E. WILLIS

GRANTEE:

JEFFERSON COUNTY FARMLAND PROTECTION BOARD

By _____
Name: _____
Title: _____

[Notary Acknowledgements Appear on Following Page]

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Gloria E. Willis.

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, President of the Jefferson County Farmland Protection Board on behalf of the Board.

My commission expires: _____

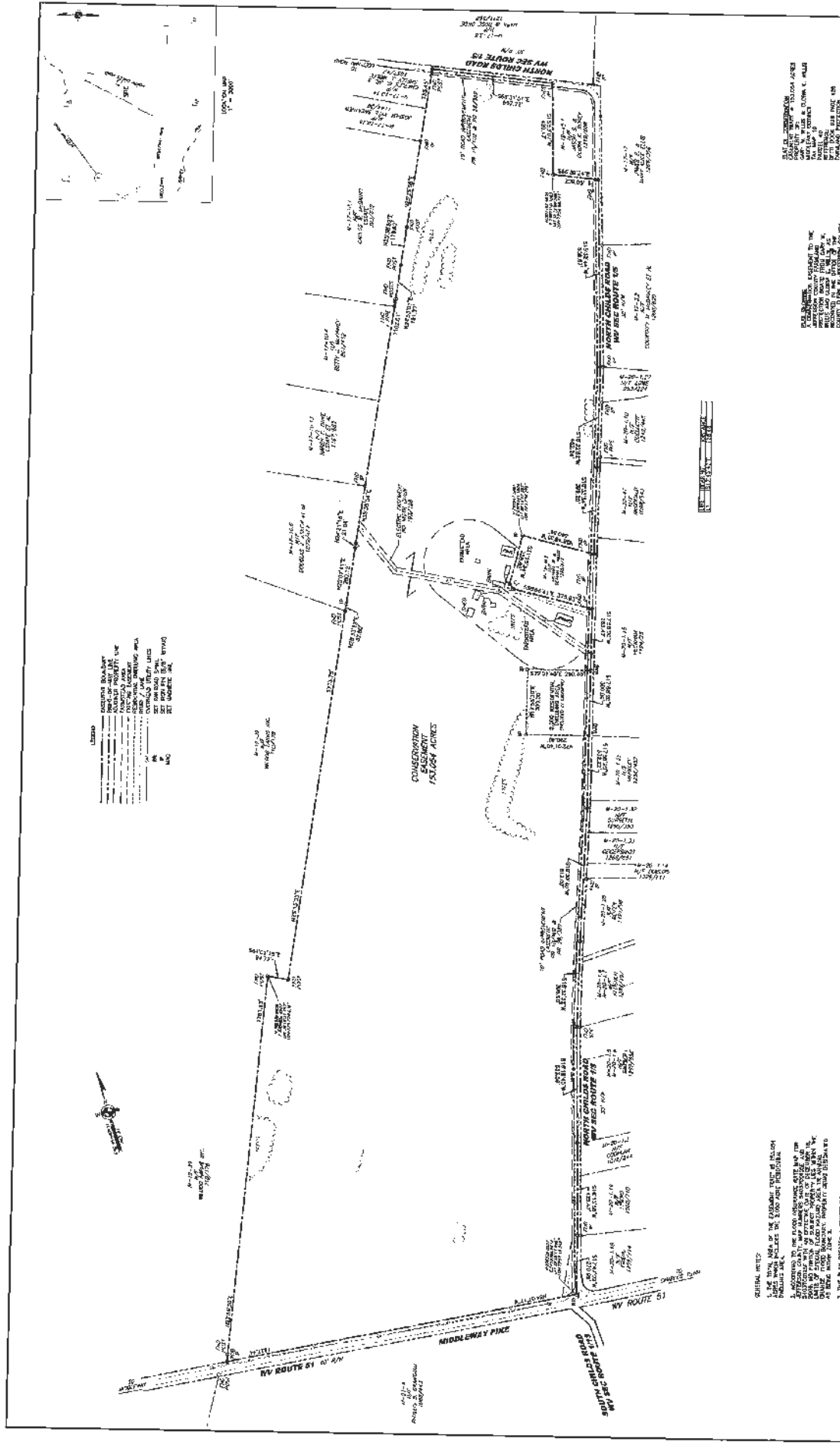
Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

Exhibit A: Legal Description of Property Subject to Easement

Exhibit B: Residential Area



ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO BE CONSIDERED AS APPROXIMATE UNLESS OTHERWISE NOTED. THE FIELD SURVEYOR HAS NOT BEEN REQUIRED TO VERIFY THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS PLAN. THE FIELD SURVEYOR HAS NOT BEEN REQUIRED TO VERIFY THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS PLAN. THE FIELD SURVEYOR HAS NOT BEEN REQUIRED TO VERIFY THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS PLAN.

CONSERVATION EASEMENT
 DESIRED BY
 JEFFERSON COUNTY PARKLAND PROTECTION BOARD
 GARY M. WILKS AND GLORIA E. WILKS
 HAMILTON COUNTY, WEST VIRGINIA

THE DATE OF THE SURVEY IS 10/12/2010.
 THE SURVEY WAS CONDUCTED BY
 KELLEY ENGINEERS, INC.
 420 Allegheny Street
 Harrisburg, PA 17104
 TEL: 717-656-7430
 WWW.KELLEYENGINEERS.COM

LEGEND
 DASHED LINE: PROPERTY BOUNDARY
 SOLID LINE: CONSERVATION EASEMENT
 DOTTED LINE: FUTURE CONSERVATION EASEMENT
 DASHED LINE WITH ARROW: EASEMENT TO THE STATE
 DOTTED LINE WITH ARROW: EASEMENT TO THE COUNTY
 SOLID LINE WITH ARROW: EASEMENT TO THE CITY
 DOTTED LINE WITH ARROW: EASEMENT TO THE TOWNSHIP

ORIGINAL NOTES:
 1. THE CONSERVATION EASEMENT IS TO BE PLACED ON THE EAST SIDE OF THE PINNACLES TRAIL.
 2. THE CONSERVATION EASEMENT IS TO BE PLACED ON THE WEST SIDE OF THE PINNACLES TRAIL.
 3. THE CONSERVATION EASEMENT IS TO BE PLACED ON THE NORTH SIDE OF THE PINNACLES TRAIL.
 4. THE CONSERVATION EASEMENT IS TO BE PLACED ON THE SOUTH SIDE OF THE PINNACLES TRAIL.
 5. THE CONSERVATION EASEMENT IS TO BE PLACED ON THE EAST SIDE OF THE PINNACLES TRAIL.
 6. THE CONSERVATION EASEMENT IS TO BE PLACED ON THE WEST SIDE OF THE PINNACLES TRAIL.
 7. THE CONSERVATION EASEMENT IS TO BE PLACED ON THE NORTH SIDE OF THE PINNACLES TRAIL.
 8. THE CONSERVATION EASEMENT IS TO BE PLACED ON THE SOUTH SIDE OF THE PINNACLES TRAIL.

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 420 Allegheny Street
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 TEL: 717-656-7430
 WWW.KELLEYENGINEERS.COM

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Dan Murphy

Department or Organization: Greenway Engineering

Commission Meeting Date: 01/18/24

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Request to Schedule Public Hearing for Harvest Hills Subdivision Phase II request for Zoning Map Amendment

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

This report has been prepared on behalf of Arcadia Land, Inc. for the formal request of a Zoning Map Amendment (rezoning) regarding the subject parcels owned by Arcadia Land, Inc. and identified as District 9, Tax Map 24, Parcel (s) 12 & 13. The subject parcels are located at the terminus of Kephart Drive, off Flowing Springs Road (Rt. 17), approximately 0.5 miles north of the intersection of Shenandoah Junction Road (Rt. 20) and Flowing Springs Road (Rt. 17) SEE ADDITIONAL COMMENTS

Type of Request: (Funding/Hiring): N/A

Funding/Salary/Hourly Amount: N/A

Name of Hire (if Applicable): N/A

Grade/Step/Hours (PT/FT): N/A

Start Date (beginning of pay period): N/A

Post Probationary Increase (If applicable): N/A

Any Additional Conditions of Employment or Funding Comments:

N/A

Recommended Motion (type out wording of the motion 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 Internet/Wi Fi: Conference/Video No

Contact Information:

Phone Number:

Email Address:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

A boundary survey was conducted by Greenway Engineering, Inc. that determined Parcel 12 & 13's acreages to be 94.63 acres and 257.62 acres respectively, for a total of 352.25 acres. This acreage is to be utilized for Phase II of the Harvest Hills Subdivision. Greenway is currently preparing a Merger Plat of the two parcels.

Currently, the subject parcels are both zoned Rural (R). The Owner proposes to rezone the entire 352.25± acres (94.63 & 257.62) to Residential Growth (RG), to allow for the highest and best use of the parcels as Phase II of the Harvest Hills Subdivision.

The following analysis has been organized into two (2) sections: (1) Project Summary, and (2) Substantiation for the Request. Supplemental documentation including a concept plan, survey plat, deeds, and select preferred growth area maps are also included to provide the Planning Commission with full and complete information for their consideration.

The applicant has made every effort to comply with the ordinances of Jefferson County, and to submit the most thorough application possible, with the hope that staff and the Jefferson County Planning Commission will look favorably on this application. Thank you for your consideration of this matter. Please review this information and contact me if you have any questions or need additional information regarding this matter.



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

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Jane Tabb

COMMISSIONER
Tricia Jackson

COMMISSIONER
Jennifer Krouse

COMMISSIONER
Pasha Majidi

January 8, 2024

Planning Commission
116 East Washington Street
Charles Town, WV 25414

Re: Harvest Hills Subdivision Phase II, Request for Zoning Map Amendment

President Mike Shepp and Staff:

I am requesting that the Planning Commission delay consideration of the Harvest Hills Subdivision Phase II request for zoning map amendment.

It has come to my attention that parts of the agenda request were submitted late and were not included as part of the "public packet" before the January 4, 2024, Jefferson County Commission meeting. To encourage transparency and avoid the appearance of impropriety, I request the application be considered again at the next Jefferson County Commission meeting on January 18, 2024.

I have attached a timeline developed by staff detailing the adjusted timeline for consideration of the application should the Commission act on this item at the January 18th meeting. I have discussed the matter with all relevant staff and the applicant. All are not opposed to the transparency action proposed above.

Please let me know your thoughts. Thank you for your service on the Planning Commission.

Very Respectfully,

Edwina Bemites-LM
Interim County Administrator

cc: Jefferson County Commissioners
Jefferson County Department of Engineering, Planning, and Zoning
Jefferson County Assistant Prosecuting Attorney's office
Mr. Dan Murphy, Greenway Engineering (applicant)
File

Interim County Administrator
Edwina Bemites



Jefferson County, West Virginia
Department of Engineering, Planning and Zoning
Office of Planning and Zoning
116 E. Washington Street, 2nd Floor, P.O. Box 716
Charles Town, West Virginia 25414

File #: 23-5-Z
Date Rec'd: 12/18/23
Fees Paid: \$18,650/06-26-23
Staff Int: AB

Email: planningdepartment@jeffersoncountyv WV.org
zoning@jeffersoncountyv WV.org

Phone: (304) 728-3228
Fax: (304) 728-8126

Zoning Map Amendment (Rezoning)

Pursuant to Article 12, a Zoning Map Amendment is a procedure to amend the official Zoning Map of the County by changing the zoning designation of a property. In order for a proposed amendment to be approved, the County Commission, with the advice of the Planning Commission, must find that the amendment is consistent with the adopted Comprehensive Plan, or if it is inconsistent, must make findings in accordance with the requirements of 8A-7-8 et seq of the WV State Code.

Property Owner Information

Owner Name: Arcadia Land, Inc
Business Name: Arcadia Land, Inc
Mailing Address: 108 N. George Street 2nd Floor, Charles Town WV 25414
Phone Number: (443)286-2786 Email: _____

Applicant Contact Information

Applicant Name: _____ Same as owner:
Business Name: _____
Mailing Address: _____
Phone Number: _____ Email: _____

Consultant Information

Name: Dan Murphy, CFM
Business Name: Greenway Engineering, Inc
Mailing Address: 704 Foxcroft Avenue, Martinsburg WV 25401
Phone Number: (540) 486-3708 Email: dmurphy@greenwayeng.com

Physical Property Details

Physical Address: Off Kephart Drive, Shenandoah Junction WV, 25442 Vacant Lot:
Tax District: 9 - Shepherdstown Map No: 24 Parcel No: 12 & 13
Parcel Size: 94.63 ac ; 257.62 ac Deed Book: 1163 ; 1173 Page No: 351 ; 85

Current Zoning District

Rural

Proposed Zoning District

Residential Growth

Substantiation for the Request

For a Zoning Map Amendment (rezoning) request, the "burden of proof" is on the applicant to show why the proposed zoning is more appropriate than the existing zoning. Accordingly, please explain how the following factors support your proposal.

Describe your proposed use/project and describe why this Zoning Map Amendment is necessary for the proposed use (and/or project) described.

See attached Zoning Map Amendment Justification

Describe how this Zoning Map Amendment will be consistent with the objectives and policies of the Comprehensive Plan.

See attached Zoning Map Amendment Justification

Discuss any change(s) of transportation characteristics (i.e. type and frequency of traffic, adequacy of existing transportation routes), and neighborhood characteristics from when the original Ordinance was adopted.

See attached Zoning Map Amendment Justification

A plat or sketch shall include the entire original parcel as it appeared on the date this Ordinance took effect. The property proposed for development shall be drawn to a reasonable scale (eg. 1" = 50', 1" = 100', or 1" = 200'). The sketch plan shall show, in simple form, the proposed layout of lots, parking areas, recreational areas, streets, building areas, and other features in relation to each other and to the tract boundaries. Contour lines, as shown on the appropriate U.S.G.S. Topographic Quadrangle Map or other data source approved by the Department, should be superimposed on the sketch plan. The source of all contour lines shall be noted on the plan. Natural features such as woods, watercourses, prominent rock outcroppings, sinkholes, and quarries shall be delineated.

The information given is correct to the best of my knowledge.

Gary J. Endler, Sr.
GARY J. ENDLER 12/18/2023

Property Owner Signature*

Date

Property Owner Signature*

Date

*The **original** signature of the property owner is required. A copy of the signature will not be accepted.

A complete petition, and related fees, shall be submitted to the Office of Planning and Zoning for placement on the Planning Commission agenda at least two (2) weeks prior to the meeting date at which the petition will be presented. A copy of the application shall be submitted to the County Commission Office for inclusion on the County Commission Agenda at least one week prior to the County Commission meeting date.

REQUEST FOR ZONING MAP AMENDMENT

HARVEST HILLS SUBDIVISION, PHASE II

RURAL DISTRICT (R) TO
RESIDENTIAL GROWTH (RG)



Jefferson County, West Virginia
Shepherdstown District (09)
Tax Map 24, Parcel(s) 12 & 13
Deed Book 1163, 1173
Deed Page 351, 85

June 23, 2023
Revised January 3, 2024

Current Owner:
Contact Person:

Arcadia Land, Inc.
Brooke Perry
Planning Manager, WV
Greenway Engineering, Inc.
704 Foxcroft Ave.
Martinsburg, WV 25401

June 23, 2023

Jefferson County
Office of Planning and Zoning
116 E. Washington Street, 2nd Floor
Charlestown, WV 25414

Rc: Harvest Hills Subdivision, Phase II - Arcadia Land, Inc.
Zoning Map Amendment Request
(R) Rural to (RG) Residential Growth

Dear Commissioners:

This report has been prepared on behalf of Arcadia Land, Inc. for the formal request of a Zoning Map Amendment (rezoning) regarding the subject parcels owned by Arcadia Land, Inc. and identified as District 9, Tax Map 24, Parcel(s) 12 & 13. The subject parcels are located at the terminus of Kephart Drive, off Flowing Springs Road (Rt. 17), approximately 0.5 miles north of the intersection of Shenandoah Junction Road (Rt. 20) and Flowing Springs Road (Rt. 17). A boundary survey was conducted by Greenway Engineering, Inc. that determined Parcel 12 & 13's acreages to be 94.63 acres and 257.62 acres respectively, for a total of 352.25 acres. This acreage is to be utilized for Phase II of the Harvest Hills Subdivision. Greenway is currently preparing a Merger Plat of the two parcels.

Currently, the subject parcels are both zoned Rural (R). The Owner proposes to rezone the entire 352.25± acres (94.63 & 257.62) to Residential Growth (RG), to allow for the highest and best use of the parcels as Phase II of the Harvest Hills Subdivision.

The following analysis has been organized into two (2) sections: (1) Project Summary, and (2) Substantiation for the Request. Supplemental documentation including a concept plan, survey plat, deeds, and select preferred growth area maps are also included to provide the Planning Commission with full and complete information for their consideration.

The applicant has made every effort to comply with the ordinances of Jefferson County, and to submit the most thorough application possible, with the hope that staff and the Jefferson County Planning Commission will look favorably on this application. Thank you for your consideration of this matter. Please review this information and contact me if you have any questions or need additional information regarding this matter.

Sincerely,



Brooke Perry
Planning Manager, WV
Greenway Engineering, Inc.
bperry@greenwayeng.com
(304)620-5111 x103
304-620-5546

I. PROJECT SUMMARY

Phase II of the Harvest Hills Subdivision is being developed to provide lot sizes more attuned to current market demands, with a wider variety of residential products. This will include single family lots of several different sizes, attached and detached Villas, and Townhomes. In addition to proposing a wide range of products, the developer is proposing to provide multiple recreational spaces to serve Phase II as well as the existing residents, and improve the overall quality of life for all residents of Harvest Hills Subdivision. Additional Park Area of 21.8174 acres was dedicated to Jefferson County during Phase I of Harvest Hills Subdivision.

II. SUBSTANTIATION FOR THE REQUEST

Describe your proposed use/project and describe why this Zoning Map Amendment is necessary for the proposed use (and/or project) described.

The subject parcels are located at the terminus of Kephart Drive, off Flowing Springs Road (Rt. 17), approximately 0.5 miles north of the intersection of Shenandoah Junction Road (Rt. 20) and Flowing Springs Road (Rt. 17). The parcels are shown as future "Low Density Residential" on the Future Land Use Guide. The current zoning of Rural (R) permits agricultural and rural cluster density residential land uses. The rezoning to Residential Growth (RG) would allow for a variety of residential land uses such as single family (SFD), townhouses (SHA), and/or two family dwellings (SFA/Duplex). This rezoning request is consistent with the intent of the *Envision Jefferson 2035 Comprehensive Plan*.

Describe how this Zoning Map Amendment will be consistent with the objectives and policies of the Comprehensive Plan.

Preferred Growth Areas - (Page 23, *Envision Jefferson 2035 Comprehensive Plan*)

PGA (f) - Shenandoah Junction PGA/School Based Growth Area of the Section listed above states, "Considerable input was received as to the desirability of siting schools in locations that are walkable and/or bikeable to the neighborhoods that the school serves. This PGA allows the development of such walkable neighborhoods around schools that currently exist. Planning growth around existing schools decreases bus and vehicular traffic and allows for connectivity including walking and biking trails. The recommended land uses in this area include Medium Density Residential around the schools which should be in a pattern and scale compatible with the village of Shenandoah Junction, transitioning to Low Density Residential abutting the Rural/Agricultural land uses." A map of the Shenandoah Junction PGA/School Based Growth Area is attached to this application for reference.

Section I of Harvest Hills Subdivision adjoins the Shenandoah Junction/Schools Preferred Growth Area boundary at its frontage, along Flowing Springs Road (Rt. 17).

PGA (g) - Residential Preferred Growth Area of the Section listed above states, "Based on comments received during the *Envision Jefferson 2035* public input process, it was determined that it is important to denote the areas where a concentration of existing or approved residential development currently exists but may be not be fully developed and is outside of the Urban Growth Boundary (UGB). One such residential area exists that consists of properties currently zoned for Residential Growth (RG) or which have a vested development right to develop at a low density or medium density residential rate. This core residential area, bounded by Old Country Club Road, Flowing Springs Road, Job Corps Road, Shepherdstown Pike (WV 230) to the railroad tracks, is depicted by a Preferred Growth Area boundary, but is compromised only of future large lot, low density, and medium density residential uses. It is anticipated that this will be a

primarily detached single family suburban housing area.” A map of the Residential PGA is attached to this application for reference.

The subject parcels are both located just north of the Residential Preferred Growth Area boundary.

The Section goes on to state, *“Outside of this residential PCA, other properties zoned RG or with vested residential rights based on a subdivision approval are also shown on the Future Land Use Guide as future low or medium density residential (depending on the scale of development as part of an individual project) to reflect the future build out of various neighborhoods.”*

The Harvest Hill Subdivision is one of the properties referenced above *“with vested residential rights based on a subdivision approval”*.

Future Land Use Guide - (Pages 26 & 235, *Envision Jefferson 2035 Comprehensive Plan*)

The parcels that are part of this Zoning Map Amendment request are shown on the Future Land Use Guide as Future “Low Density Residential”. Appendix G of the *Comprehensive Plan* provides a detailed explanation of the Land Use Map Classifications utilized on the Existing Land Use Map and Future Land Use Guide, which are intended to provide guidance to the Planning and County Commissions when considering owner-initiated zoning map amendments (rezoning requests). It further notes that while some of the land use classifications may require new zoning categories, the land uses were not intended to be a comprehensive list of possible zoning districts.

Appendix G - Land Use Map Classifications of the *Envision Jefferson 2035 Comprehensive Plan* states that the “Low Density Residential” land use category is a land use category which anticipates *“land occupied by a single family residential development, with a density of one unit per acre to 2.99 units per acre. Lots in this category may be served by either onsite well and septic systems or a public water and sewer system as the number of units per acre increases”*. As the current Jefferson County Zoning Ordinance does not include a variety of zoning categories which anticipate certain residential densities, Residential Growth (RG) is a category that would permit Low Density Residential land uses.

Under the previous Zoning Ordinance, the subject parcels, as well as multiple properties to the south, received approval for Conditional Use Permits (CUPs) that allowed the development of these properties at suburban residential subdivision densities. Market conditions at the time were no longer conducive to Harvest Hills Subdivision moving forward with the Phase II design under the approved CUP. After the adoption of the *2035 Plan*, the County Commission approved a text amendment eliminating the use of the Land Evaluation Site Assessment (L.E.S.A) system and modifying the CUP process so that it could not be used for future residential development projects in the Rural Zoning District.

The *2035 Plan* was the first Jefferson County Comprehensive Plan to include a Future Land Use Guide, which is intended to be a tool to provide a visual definition of future growth and areas where potential owner initiated zoning map amendments (rezoning requests) might occur within the timeframe of the *2035 Plan*. The *2035 Plan* states that *“by creating a Future Land Use Map/Guide, a community provides clarification for property owners related to their potential development on their site. The review of all zoning map amendment requests shall include consideration of all of the recommendations created as part of this Plan. All zoning map amendments shall be in conformance with the Future Land Use Guide and the recommendations of this Plan.”*

Urban Level Development Recommendations - (Page 30, *Emission Jefferson 2035 Comprehensive Plan*)

Division (2) of the table listed above states, "Recognize that the County Commission has the authority to make land use decisions including Zoning Map Amendments based upon the finding of consistency with the Future Land Use Guide and the recommendations of this Plan; the County commission may determine that petitions or decisions for zoning map amendments are consistent with the Comprehensive Plan if any of the following conditions are met after the entire Plan is taken into consideration:

- a. Economic Well-Being of the County; or
- b. Error or Under Scrutinized Property on the Future Land Use Guide; or
- c. Change in Neighborhood; or
- d. Any Other Circumstance that the Governing Body determines should have been considered when drafting the Future Land Use Guide; and/or
- e. Environmental impacts are considered."

This request meets the following conditions:

- a. **Economic Well Being** - Residential Land Use in Jefferson County has not met the comprehensive plans growth projections of 0.95% per year. The rate is 0.55% as of 2019. The lack of residential growth has impacted the strength of the local economy. While there are pockets of residential activity, the County is not benefiting from a robust residential economy. Expanding the potential unit count for Harvest Hills Subdivision, Phase II from 392 lots allowed under (R) Rural zoning, to the proposed 1,027 allowed under (RG) Residential Growth zoning, will greatly expand residential activity, and therefore the local economy.
- b. **Future Land Use Guide** - Low Density Residential is identified as the appropriate use of the property by the comprehensive plan. The proposed Residential Growth zoning district is consistent with this recommended future land use.

Discuss any change(s) of transportation characteristics (i.e. type and frequency of traffic, adequacy of existing transportation routes), and neighborhood characteristics from when the original Ordinance was adopted.

The Original Zoning Ordinance was adopted on July 7, 1988. Changes in the immediate area of the properties include the following:

Schools - There are two (2) schools located within 2 miles of the property which did not exist at the time the original Ordinance was adopted: Wildwood Middle School and Driswood Elementary School.

Surrounding Development - The property is located in near proximity to Sam Michaels Park, which includes a community center, pavilions, dog park, outdoor amphitheater, and ball fields. The Aspen Green subdivision is located approximately 2 miles south along Flowing Springs Road (Rt. 17), and has a total build out of 205 lots. Potomac Towne Center is located 3.5 miles from the property and did not exist when the original Ordinance was adopted. The previously approved Daniel Subdivision and Breckenridge East Subdivision have each voided their plans (expired). These developments were located south of the subject parcels along Flowing Spring Road (Rt. 17) and Old Country Club Road respectively, before the intersection of Rt. 17 and Rt. 9.

Transportation - Route 9 was expanded to a 4-lane divided highway, providing a high-capacity road corridor between Jefferson County and Interstate 81. Harvest Hills Subdivision is within 4 miles of the

intersection between Flowing Springs Road and WV Route 9, and within 3.5 miles of the Route 9 signalized intersection at Potomac Towne Center.

An entrance permit from the West Virginia Division of Highways (WVDOH) will be needed for improvements to the connection of Elk Street to Flowing Springs Road (Rt. 17). Obtaining an entrance permit requires review by the WVDOH to ensure that safe and adequate access can be provided. It is anticipated that improvements to the intersection will be requested by WVDOH.

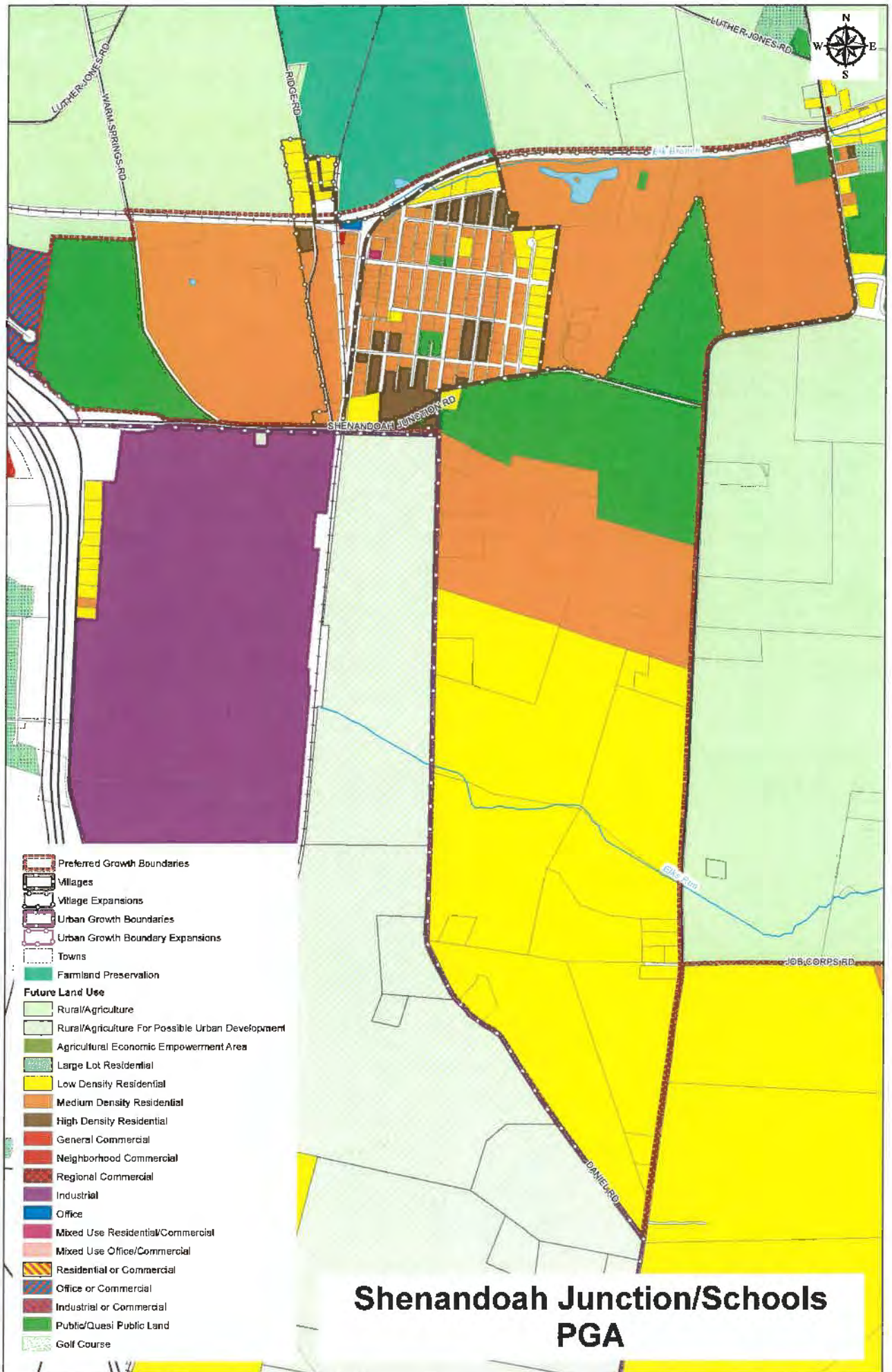
The following must be attached to this application:

A plat or sketch shall include the entire original parcel as it appeared on the date this Ordinance took effect. The property proposed for development shall be drawn to a reasonable scale (eg. 1" = 50', 1" = 100', or 1" = 200'). The sketch plan shall show, in simple form, the proposed layout of lots, parking areas, recreational areas, streets, building areas, and other features in relation to each other and to the tract boundaries. Contour lines, as shown on the appropriate U.S.G.S. Topographic Quadrangle Map or other data source approved by the Department, should be superimposed on the sketch plan. The source of all contour lines shall be noted on the plan. Natural features such as woods, watercourses, prominent rock outcroppings, sinkholes, and quarries shall be delineated.

The required sketch is attached for reference: Harvest Hills Subdivision, Phase II - Concept Plan. Please see the comprehensive list of attachments below.

Attachments:

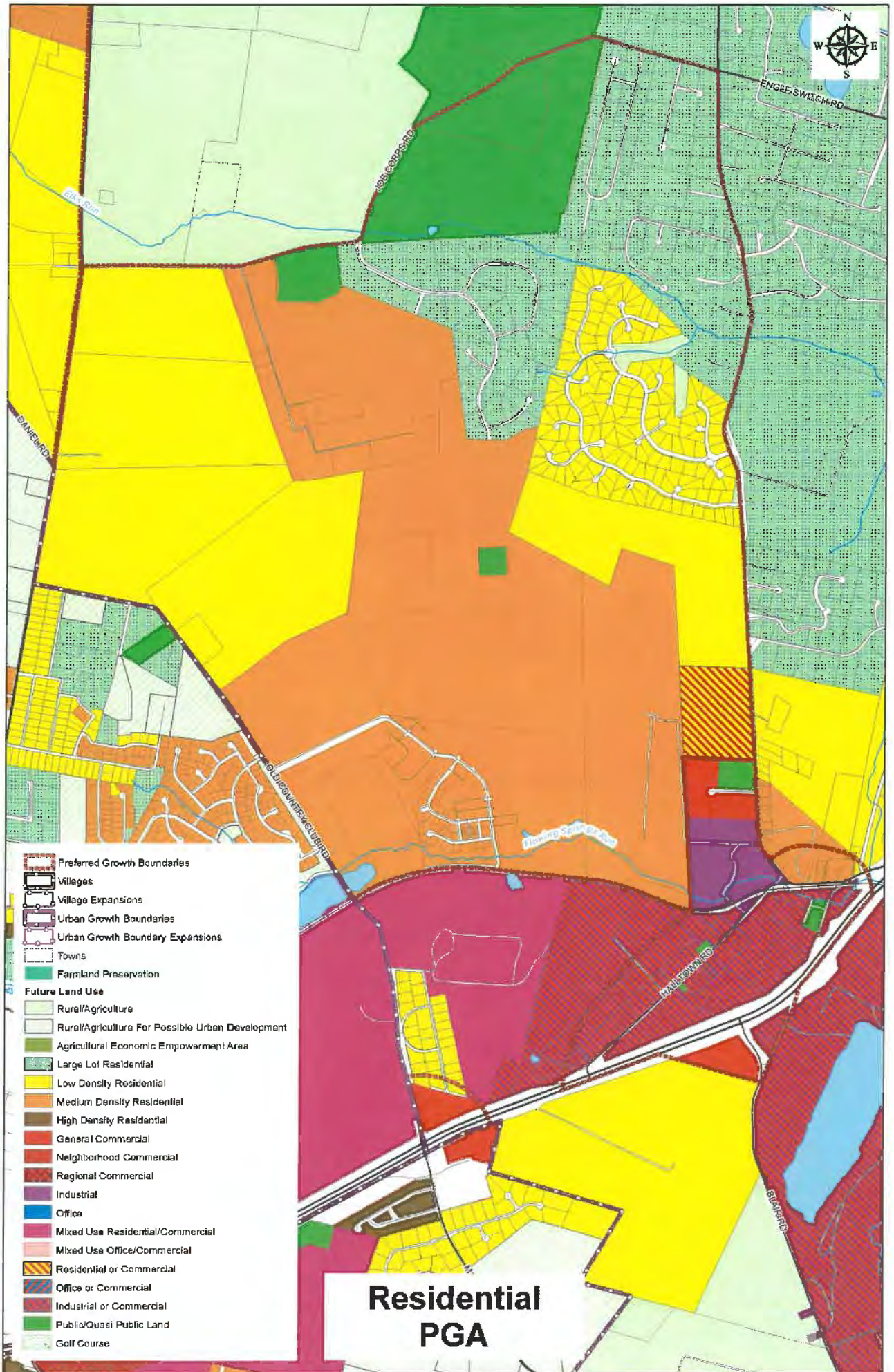
- Harvest Hills Subdivision, Phase II - Concept Plan
- Approved Final Plat of Harvest Hills Subdivision Phase II Section 1 - Plat Book 25, Page 198
- Parcel 12 Deed - Deed Book 1163, Page 351
- Parcel 13 Deed - Deed Book 1173, Page 85
- 2035 Comprehensive Plan, Appendix F- Shenandoah Junction PGA/School Based Growth Area
- 2035 Comprehensive Plan, Appendix F- Residential Preferred Growth Area



- Preferred Growth Boundaries
- Villages
- Village Expansions
- Urban Growth Boundaries
- Urban Growth Boundary Expansions
- Towns

Future Land Use

- Rural/Agriculture
- Rural/Agriculture For Possible Urban Development
- Agricultural Economic Empowerment Area
- Large Lot Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- General Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- Office
- Mixed Use Residential/Commercial
- Mixed Use Office/Commercial
- Residential or Commercial
- Office or Commercial
- Industrial or Commercial
- Public/Quasi Public Land
- Golf Course



- Preferred Growth Boundaries
- Villages
- Village Expansions
- Urban Growth Boundaries
- Urban Growth Boundary Expansions
- Towns
- Farmland Preservation
- Future Land Use**
- Rural/Agriculture
- Rural/Agriculture For Possible Urban Development
- Agricultural Economic Empowerment Area
- Large Lot Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- General Commercial
- Neighborhood Commercial
- Regional Commercial
- Industrial
- Office
- Mixed Use Residential/Commercial
- Mixed Use Office/Commercial
- Residential or Commercial
- Office or Commercial
- Industrial or Commercial
- Public/Quasi Public Land
- Golf Course

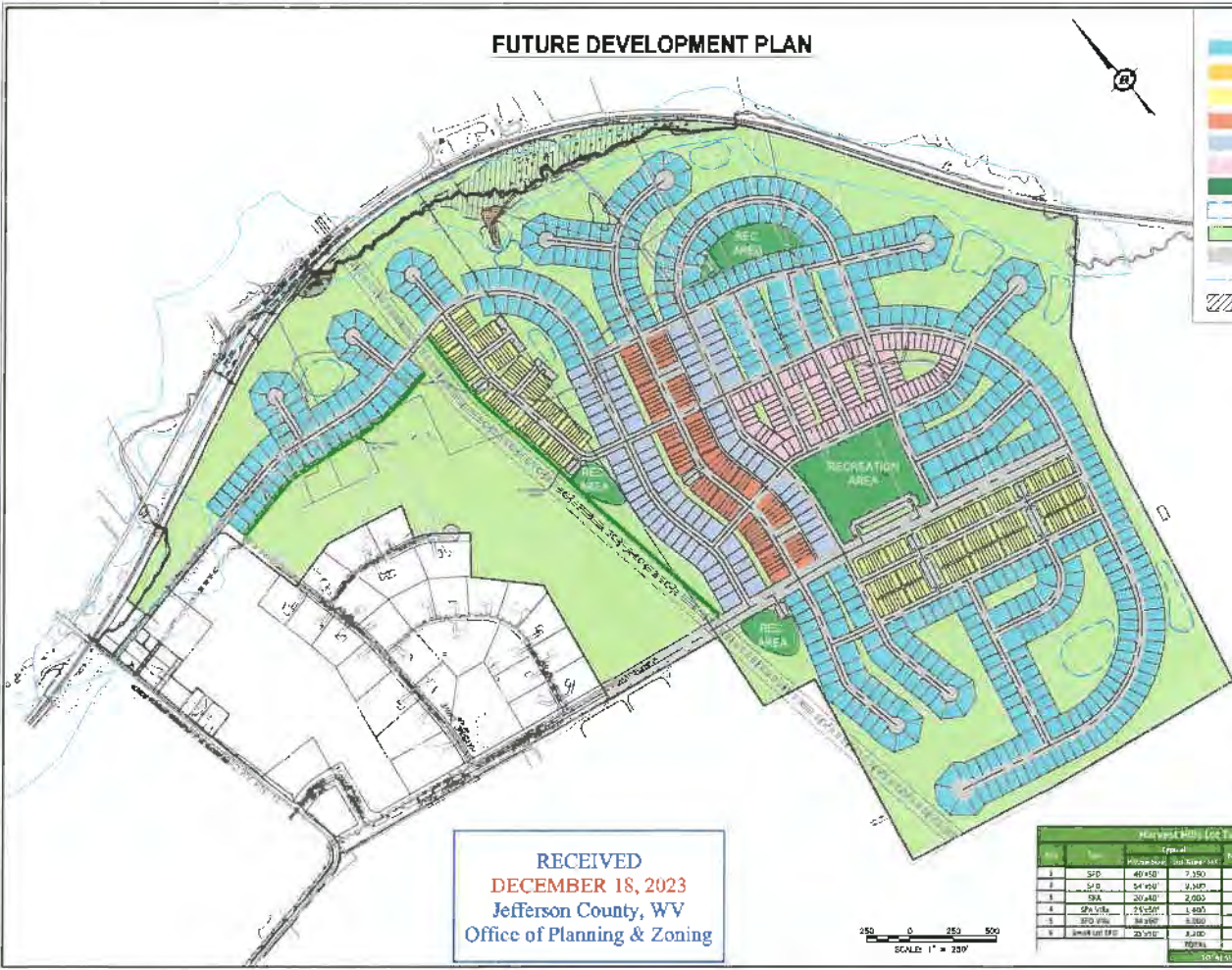
Residential PGA

FUTURE DEVELOPMENT PLAN



LEGEND

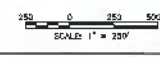
- WALKWAY FRONTY DETACHED
- WALKWAY FRONTY DETACHED
- COLONY/ONES
- VILLA/SMALL SINGLE ATTACHED
- VILLA SINGLE/FAMILY DETACHED
- REALTY/1.5" BUILT UP SINGLE ATTACHED
- FUTURE OPEN SPACE
- FUTURE OPEN SPACE
- REPAVED LOT
- REPAVED ROAD
- EXISTING 10' WY POLYMER CONCRETE
- EXISTING 10' WY POLYMER CONCRETE



PARKING CALCULATIONS
 2 COLONY/ONES
 802 SPACES + 10 SPACES PER 1000 SF
 337 (GARAGES) + 3 PER DWELLING UNIT
 3000 PER 1000 SF
 1000 PER 1000 SF
 1000 PER 1000 SF
 1000 PER 1000 SF
 TOTAL SPACES

Category	Count	Area (sq ft)	Volume (cu ft)	Area (sq ft)	Volume (cu ft)
1	20	40,000	2,000	400	40,000
2	50	50,000	2,500	500	50,000
3	100	100,000	5,000	1,000	100,000
4	200	200,000	10,000	2,000	200,000
5	300	300,000	15,000	3,000	300,000
6	400	400,000	20,000	4,000	400,000
7	500	500,000	25,000	5,000	500,000
8	600	600,000	30,000	6,000	600,000
9	700	700,000	35,000	7,000	700,000
10	800	800,000	40,000	8,000	800,000
TOTAL	2,500	2,500,000	125,000	25,000	2,500,000

RECEIVED
DECEMBER 18, 2023
 Jefferson County, WV
 Office of Planning & Zoning



NOTES:

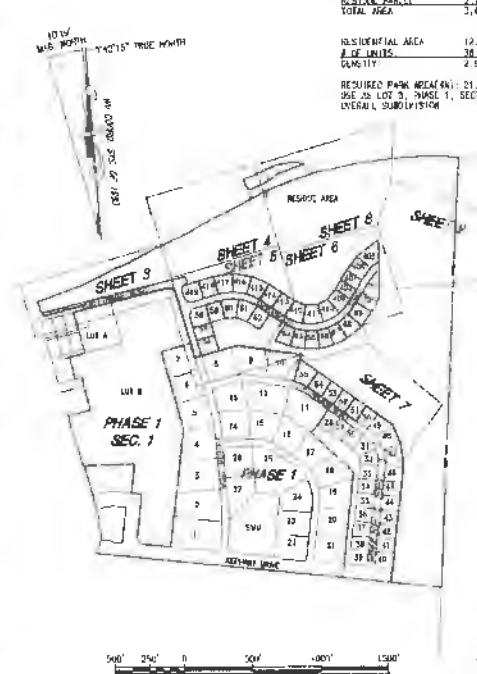
1. THE PROPERTIES DELINEATED ON THIS PLAN ARE LOCATED IN JEFFERSON COUNTY, WEST VIRGINIA DISTRICT 24 MAP 24 AS PARCELS 12 AND MAP 24 AS PARCELS 19 AND 17, ARE AND ZONED ZONAL DISTRICT.
2. BOUNDARY INFORMATION IS BASED ON A COMPARISON OF EXISTING LIND RECORDS, A PLAT OF RESERVATION OF APPROXIMATE SURVEYS OF WEST VIRGINIA, LLC DATED AUGUST 20, 2002 RECORDED IN PLAT BOOK 22 AT PAGE 2; A PLAT OF RESERVATION BY TEMPERY/APPROXIMATE SURVEYS DATED JANUARY 14, 2008 RECORDED IN DEED BOOK 1009 AT PAGE 164; UNDERMINION PART 16 PARCELS 123; A PLAT OF RESERVATION BY JENNIFERY K. BOWE, L.P. DATED JUNE 7, 2008 AND RECORDED IN DEED BOOK 2055 AT PAGE 75 AND A FIELD SURVEY BOUNDARY CHECK SURVEY.
3. THE PROPERTIES SHOWN HEREON ARE CONVEYED IN THE NAME OF ARCADIA DEVELOPMENT CO. AND WERE ACQUIRED FROM WILLIAM F. HENDERSON BY DEED DATED MARCH 22, 2009 RECORDED IN DEED BOOK 515 AT PAGE 104 AND DEED DATED FEBRUARY 12, 2008 RECORDED IN DEED BOOK 595 AT PAGE 353 AND FROM WILLIAM F. HENDERSON AND GINGER L. HENDERSON BY DEED OF GIFT DATED NOVEMBER 2, 2004 RECORDED IN DEED BOOK 1009 AT PAGE 458 ALL SHOWING THE LAND RECORDS OF JEFFERSON COUNTY, WEST VIRGINIA.
4. THE PRESENTLY SHOWN SECTION IS LOCATED IN FLOOD ZONE "C", AREAS LOCATED OUTSIDE THE 100-YEAR FLOODPLAIN, ACCORDING TO COMMUNITY PANEL SHOWS 6026 D OF THE FIRM FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, WEST VIRGINIA DATE MARCH 14, 2009.
5. PROPERTY CORNERS TO BE SET PER 18" X 5/8" REBAR UNLESS OTHERWISE NOTED HEREON.
6. ALL EXISTING UTILITIES AND PROPOSED EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN HEREON. NO FUTURE EASEMENTS OR RIGHTS-OF-WAY ARE PERMITTED.
7. UNLESS OTHERWISE NOTED, BUILDING SETBACKS ARE AS FOLLOWS:
FRONT: 25 FEET
SIDE: 12 FEET
REAR: 20 FEET
8. A BLANKET EASEMENT SHALL BE GIVEN TO THE APPROPRIATE PUBLIC SERVICE OFFICE AND JEFFERSON UTILITIES, INC. IN ALL SUBDIVISION RIGHTS-OF-WAY FOR THE PURPOSE OF CONSTRUCTING FUTURE WATER MAINS AND FACILITIES.
9. A HOMEOWNERS'S ASSOCIATION MUST BE ESTABLISHED WITHOUT DELAY AS SOON AS 50% OF THE PHASED LOTS ARE SELLING. MEMBERSHIP OF THE ASSOCIATION IS MANDATORY FOR ALL PROPERTY OWNERS WITHIN THE SUBDIVISION. DEDICATE ALL COMMON LAND (SMA, COMMON ROADS, RIGHT-OF-WAYS, ETC.) TO THE HOMEOWNERS'S ASSOCIATION.
10. A COMMON INTEREST OWNERSHIP AGREEMENT MUST BE ESTABLISHED TO PROVIDE FOR THE MAINTENANCE OF COMMONLY-OWNED LAND, INCLUDING, BUT NOT LIMITED TO THE PRIVATE ROAD SYSTEM WITHIN THE SUBDIVISION. THIS AGREEMENT MUST BE DEVELOPED IN ACCORDANCE WITH THE UNIFORM COMMON INTEREST OWNERSHIP ACT OF WEST VIRGINIA.
11. ONCE A HOMEOWNERS'S ASSOCIATION IS FORMED THEY SHALL PETITION THE COUNTY COMMISSION TO ADOPT A LEASH LAW.
12. THIS SITE DOES NOT FALL UNDER THE HELIXIDE DEVELOPMENT REGULATIONS.
13. MODEL HOMES WITH A STAFFED SALES OFFICE FOR SALES PROMOTED WITHIN THE RESIDENTIAL SUBDIVISION THAT THEY ARE LOCATED ARE PERMITTED PROVIDED THAT THEY ARE CONTAINED ON THE FIRST LOT ON EITHER OR BOTH SIDES OF ANY ROAD, RIGHT-OF-WAY THAT ENTERS THE SUBDIVISION, LOTS 58 AND 418 ARE DESIGNATED AS MODEL HOME LOTS.
14. LOT ACCESS LIMITED TO INTERIOR ROADS ONLY.
15. ALL EXISTING AND FUTURE OPEN SPACE AREAS TO BE LOCATED WITHIN THE COMMONS AS DESCRIBED IN THE DECLARATION ARE COMMON ELEMENTS FOR THE PURPOSES OF INTEREST AND EASEMENTS. ALL OTHER COMMON ELEMENTS FOR ALLOCATED INTERESTS INCLUDE THE IMPROVEMENTS WITHIN THE EXISTING AND FUTURE OPEN SPACE AREAS, EXCEPT THOSE IMPROVEMENTS, SUCH AS SERVICE UTILITIES, WHICH ARE OWNED, OPERATED AND MAINTAINED BY HOMEOWNERS, UTILITIES OR UTILITY COMPANIES AND ANY IMPROVEMENTS DESIGNATED AS LIMITED COMMON ELEMENTS. THE COMMON ELEMENTS WITHIN THESE AREAS MAY BE MORE SPECIFICALLY DEFINED IN ARTICLE 3 OF THE DECLARATION.
16. ALL DRIVEWAY EASEMENTS ARE TO BE 15' MINIMUM WIDTH OR EQUIVALENT.

AREA TABULATION:

LOTS (30)	549,341 SQ. FT.	12.5820 ACRES
RIGHT-OF-WAY	154,894 SQ. FT.	3.5431 ACRES
RESERVE PARCELS	2,381,572 SQ. FT.	54.4750 ACRES
TOTAL AREA	3,085,807 SQ. FT.	70.6001 ACRES

RESIDENTIAL AREA 12.5820 ACRES
OF LOTS 30
DENSITY 2.51 LOTS PER ACRE

REQUIRED PARK AREA: 21.874 ACRES DEDICATED FOR PARK OR OPEN SPACE PER LOT 10% OF LOTS IN PHASE 1, SECTION 1, WHICH IS GREATER THAN 4% OF THE OVERALL SUBDIVISION



VICINITY MAP
SCALE 1" = 100'

LEGEND:

- 18" = 100' PIPE FOUND
- 18" = 100' PIPE FOUND
- 4" x 4" CONCRETE W/ 1/2" REBAR TO BE SET
- 18" x 5/8" REBAR TO BE SET

OWNER/DEVELOPER:
ARCADIA DEVELOPMENT CO.
117 W. BRIDLE LANE
POMONA, CA 92673
(949) 734-0321

LIST OF APPROVALS:

- WV DEPARTMENT OF HIGHWAYS
PERMIT # 5-92-0092 (CONCRETE)
DATE: NOVEMBER 11-01-2007
- PERMIT # 5-02-1102 (CONCRETE, SHALL)
DATE: 11-06-2007
- WV DEPARTMENT OF HEALTH
PERMIT # 17-508 (WATER)
DATE: 07-26-2007
- PERMIT # 17-507 (SEWER)
DATE: 07-26-2007
- PERMIT # 17-281 (SEWER ADJUSTMENT)
DATE: 11-15-2007

ACCEPTANCE STATEMENT:
THE OWNER AND DEVELOPER, BY SIGNING THIS PLAN, AGREE TO THE TERMS OF ALL CONDITIONS, TERMS, AND SPECIFICATIONS PROVIDED HEREON.

[Signature] DATE: 12-10-08
ARCADIA DEVELOPMENT CO.

APPROVED BY:
[Signature] DATE: 12/10/08

OFFICIAL SEAL

SURVEYOR'S CERTIFICATE:
I, KEVIN C. NELSON, A PROFESSIONAL SURVEYOR IN THE STATE OF WEST VIRGINIA HEREBY CERTIFY THAT THIS PLAN IS ACCURATE, COMPLETE AND MEETS OR EXCEEDS MINIMUM STANDARDS FOR THE STATE AND/OR COUNTY REQUIREMENTS APPLICABLE ON THIS DATE. THIS SUBDIVISION COMPLIES WITH THE JEFFERSON COUNTY SUBDIVISION REGULATIONS, SECTION 3, J.C.R. 107 A, LOCATIONS WITHIN 47500. I FURTHER CERTIFY THAT THIS PLAN CONTAINS ALL THE INFORMATION REQUIRED IN ACCORDANCE WITH CHAPTER 20B, ARTICLE 2, SECTION 100 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT OF THE WEST VIRGINIA STATE CODE.

[Signature] DATE: 12/10/08
KEVIN C. NELSON, P.E., No. 2004



FINAL PLAT
OF
PHASE II, SECTION 1
HARVEST HILLS SUBDIVISION
IN 24 PARCELS 12 AND 17, ARE AND ZONED ZONAL DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA
SCALE: 1" = 40 FEET DATE: NOVEMBER 20, 2008

ARCADIA DEVELOPMENT CO.
117 W. BRIDLE LANE
POMONA, CA 92673
Phone: (949) 734-0321 Fax: (949) 734-0311 www.adc.com

WILLIAM D. DORRIS Associates, Inc.
ONE ELMHURST SQUARE - LADD EXHIBITS - CHESAPEAKE PROCESSION - 2011 N. MARKET STREET - SUITE 1
CHESAPEAKE, VA 24644
Phone: (540) 291-8475 Fax: (540) 291-8117 www.wddai.com

DATE: 12-10-08

**JEFFERSON COUNTY
DEPARTMENT OF PLANNING, ZONING & ENGINEERING
CONDITIONAL USE PERMIT
HARVEST HILLS SUBDIVISION KZ00-04**

This is to certify that effective May 22, 2011, the property described as:

Developer/Owner: William F. Henderson, owner
P. O. Box 64
Shepherd Fork Junction, West Virginia 25442
Telephone Number: (604) 874-6602
Developer/Owner: Arcadia Building Company, developer
P. O. Box 1728
Lynchburg, Virginia 24017
Telephone Number: (703) 771-2626
Tax Map Reference: Singlestown District, Map 24, Streets 12 & 13
Deed Book Reference: Deed Book 937, Page 239
Subdivision Name: Harvest Hills
Zoning District: R10

has been granted permission to use said property in the following way: 292 single family lots; 23 acre school site; District's 3 Trailer Station (relocation); 2.89 acre church site; and, relocation of 141 acres of open space.

COMPENSATIONAL IMPROVEMENTS:

1. Cooperative with adjacent lot groups to preserve the historic train station with the relocation of the railroad crossing of the property.
2. Acquire a bond to fix the curve on Route 17 (Flowing Springs Road) if this is obtained by the West Virginia Department of Highways to do so.
3. No road lighting.
4. Signage as permitted by the University of the West Virginia.
5. Buffer a fence between the development and the railroad tracks.
6. Discuss and encourage telecommunication link-ups with utility companies.
7. Inform potential buyers of farming opportunities at that time (i.e. wells, ditches, animals, equipment) and the farmer's right to farm.
8. Provide a traffic light at the intersection of Route 17 (Flowing Springs Road) and Route 1772 (Melvin Road) if warranted by the West Virginia Department of Highways.
9. Provide quality control of storm water management to County standards.
10. Provide buffer to lessen the impact of the development on the Buffalo's historic area.
11. Density not being increased by more than what is currently proposed.
12. Property not being relinquished that is not owned by the owner/developer.
13. Provide a fence between the development and Sullivan Myers property.
- 14.

**JEFFERSON COUNTY
DEPARTMENT OF PLANNING, ZONING & ENGINEERING
CONDITIONAL USE PERMIT
HARVEST HILLS SUBDIVISION - KZ00-04
PAGE TWO**

15. Provide an economic study to determine the cost of services versus tax collections.
16. No building on or near the property.
17. Give the land situated for the School Board to the Jefferson County Parks and Recreation Commission or other party organization if not used by the School Board.
18. Provide a historical and archeological study of the property.
19. Any further change in use or expansion processing through the Jefferson County Department of Planning, Zoning and Engineering to update this certificate; and, all other applicable County regulations being followed.

In the event construction is not commenced by November 22, 2012, said permission will expire unless an extension is granted. Extensions must be formally requested at the Jefferson County Department of Planning, Zoning and Engineering prior to the expiration date.

This certificate in no way relieves the owner, applicant or user from any requirements of the Jefferson County Ordinances unless appropriate variances are granted by the appropriate County authority.

[Signature]
Zoning Administrator

Date: 5/22/11 (am)
revised 5/22/11
11/10/11
EJR

Department of Planning, Zoning & Engineering Seal:

NO TO BE
REVISIONS TO BE
1. 11/10/11
2. 11/10/11
3. 11/10/11
4. 11/10/11
5. 11/10/11
6. 11/10/11
7. 11/10/11
8. 11/10/11
9. 11/10/11
10. 11/10/11

CURVE TABLE:

LINE	ARC LENGTH	ANGLE	DELTA	TANGENT	CHORD	CURVE BEARING	CHORD BEARING	CHORD	ARC LENGTH	ANGLE	DELTA	TANGENT	CHORD	CHORD BEARING
C1	149.46	44.77	18107.34	75.43	148.77	N69°31'42"W	C2	77.68	425.00	11°27'24"	36.82	17.51	549°04'50"E	
C2	78.62	50.00	87°21'45"	44.17	89.38	N67°30'57"W	C3	84.98	425.00	11°27'24"	66.63	84.84	553°05'03"E	
C3	41.67	162.71	37411.30	26.95	45.85	N62°38'37"W	C4	107.66	375.00	18°20'18"	54.17	107.20	519°03'39"E	
C4	107.36	44.77	17346.20	54.88	107.34	N62°12'26"W	C5	58.47	375.00	18°20'18"	305.87	537.65	N67°33'17"E	
C5	76.54	50.00	60100.00	49.00	70.21	S43°20'00"W	C6	67.75	375.00	10°21'06"	31.57	67.48	N42°04'09"E	
C6	35.68	60.00	40112.40	18.30	34.56	S59°13'46"W	C7	101.03	375.00	12°39'06"	50.82	100.72	N54°54'43"E	
C7	43.45	60.00	48147.20	23.20	45.09	S11°13'48"W	C8	80.00	375.00	12°31'23"	40.15	79.85	N58°44'23"E	
C8	78.54	60.00	50109.00	50.80	70.77	S26°39'54"E	C9	63.00	375.00	10°13'23"	30.15	78.85	N60°25'22"E	
C9	232.90	375.00	81055.50	175.26	217.55	N02°16'55"W	C10	85.00	425.00	10°13'23"	40.15	79.85	N60°40'44"E	
C10	2.04	375.00	0°18'04"	1.04	1.04	S78°28'38"W	C11	63.00	375.00	12°13'53"	40.15	79.85	S74°25'22"E	
C11	104.34	375.00	18188.20	52.57	104.80	S88°57'25"W	C12	84.00	375.00	12°30'04"	42.12	83.83	S82°03'34"E	
C12	104.31	375.00	18153.20	51.34	103.68	N07°27'38"W	C13	22.63	375.00	4°04'45"	11.11	22.60	S75°30'44"E	
C13	104.34	375.00	18158.20	52.57	104.81	N61°18'41"E	C14	201.28	375.00	14°05'58"	147.89	205.11	N70°48'25"W	
C14	17.13	375.00	2°00'01"	8.57	15.13	N62°34'37"W	C15	0.91	225.00	2°08'38"	0.44	0.91	S61°38'46"E	
C15	519.54	375.00	81125.33	374.46	445.46	N82°38'17"E	C16	146.83	375.00	2°50'57"	74.58	145.78	S84°20'04"E	
C16	153.17	375.00	22131.51	87.89	152.04	S61°19'30"E	C17	175.22	375.00	2°50'43"	87.56	173.34	S89°19'24"E	
C17	154.81	375.00	22137.59	73.80	153.20	S88°44'10"E	C18	3.33	375.00	3°53'38"	1.58	3.44	S84°25'50"E	
C18	153.00	375.00	22130.18	70.56	152.84	N85°21'29"E	C19	73.54	50.00	8°03'00"	50.00	179.71	S53°20'03"W	
C19	82.25	375.00	18115.50	48.44	81.84	N44°58'25"E	C20	156.61	430.00	2°05'00"	79.16	155.75	N61°17'45"E	
C20	162.60	425.00	21155.15	82.31	154.61	S47°42'08"W	C21	180.72	575.00	1°12'45"	50.83	180.47	N44°32'24"E	

CURVE TABLE:

LINE	ARC LENGTH	ANGLE	DELTA	TANGENT	CHORD	CHORD BEARING
C22	100.72	60.00	40112.40	18.30	98.84	S59°13'46"W
C23	43.45	60.00	48147.20	23.20	45.09	S11°13'48"W
C24	78.54	60.00	50109.00	50.80	70.77	S26°39'54"E
C25	232.90	375.00	81055.50	175.26	217.55	N02°16'55"W
C26	2.04	375.00	0°18'04"	1.04	1.04	S78°28'38"W
C27	104.34	375.00	18188.20	52.57	104.80	S88°57'25"W
C28	104.31	375.00	18153.20	51.34	103.68	N07°27'38"W
C29	104.34	375.00	18158.20	52.57	104.81	N61°18'41"E
C30	17.13	375.00	2°00'01"	8.57	15.13	N62°34'37"W
C31	519.54	375.00	81125.33	374.46	445.46	N82°38'17"E
C32	153.17	375.00	22131.51	87.89	152.04	S61°19'30"E
C33	154.81	375.00	22137.59	73.80	153.20	S88°44'10"E
C34	153.00	375.00	22130.18	70.56	152.84	N85°21'29"E
C35	82.25	375.00	18115.50	48.44	81.84	N44°58'25"E
C36	162.60	425.00	21155.15	82.31	154.61	S47°42'08"W

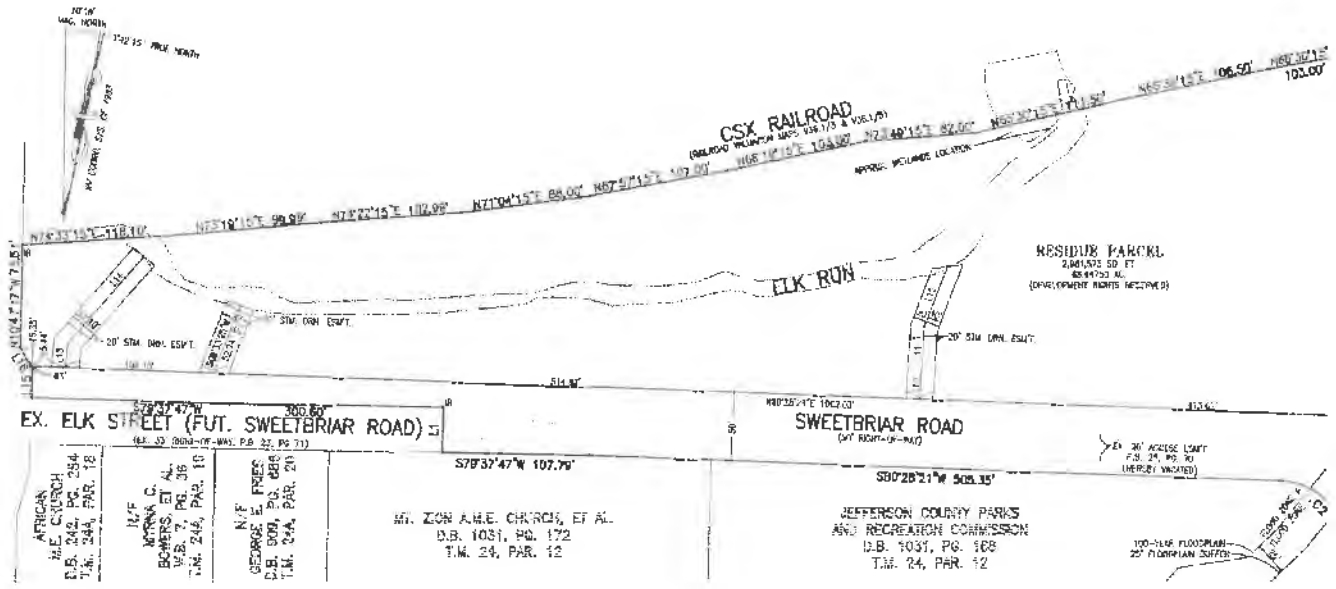
LINE TABLE

LINE	BEARINGS	DISTANCE
L1	N10°22'12"W	33.00
L2	S22°43'02"E	14.20
L3	N32°46'40"W	7.84
L4	N68°31'28"W	20.00
L5	N67°07'34"W	25.72
L6	N80°53'13"W	71.32
L7	N03°00'30"E	25.20
L8	S75°51'43"E	27.34
L9	S27°30'52"W	3.78
L10	S09°35'38"E	10.00
L11	S07°15'37"E	58.30
L12	S75°31'43"E	27.34
L13	N07°15'37"E	17.35
L14	S75°11'21"W	65.24
L15	N10°48'14"W	21.45
L16	N42°47'00"W	17.10

OFFICIAL SEAL
Approved and sealed by
[Signature]
Director of Planning and Zoning
5/24/11

FINAL PLAN
PHASE II, SUBDIVISION I
HARVEST HILLS
JEFFERSON COUNTY, WEST VIRGINIA
KZ00-04

FLOWING SPRINGS ROAD - ROUTE 17
(NVALE NORTH INSTRUMENT)



LEGEND:

- 12\"/>

Notes:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL BEARINGS ARE TRUE BEARINGS.
 3. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 4. ALL CORNERS ARE TO BE SET.
 5. ALL DIMENSIONS ARE TO BE SET.
 6. ALL BEARINGS ARE TRUE BEARINGS.
 7. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.



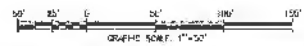
Approved final plat
 of
Guilford M. Beckwith
 Director of Planning and Zoning
 2-24-10

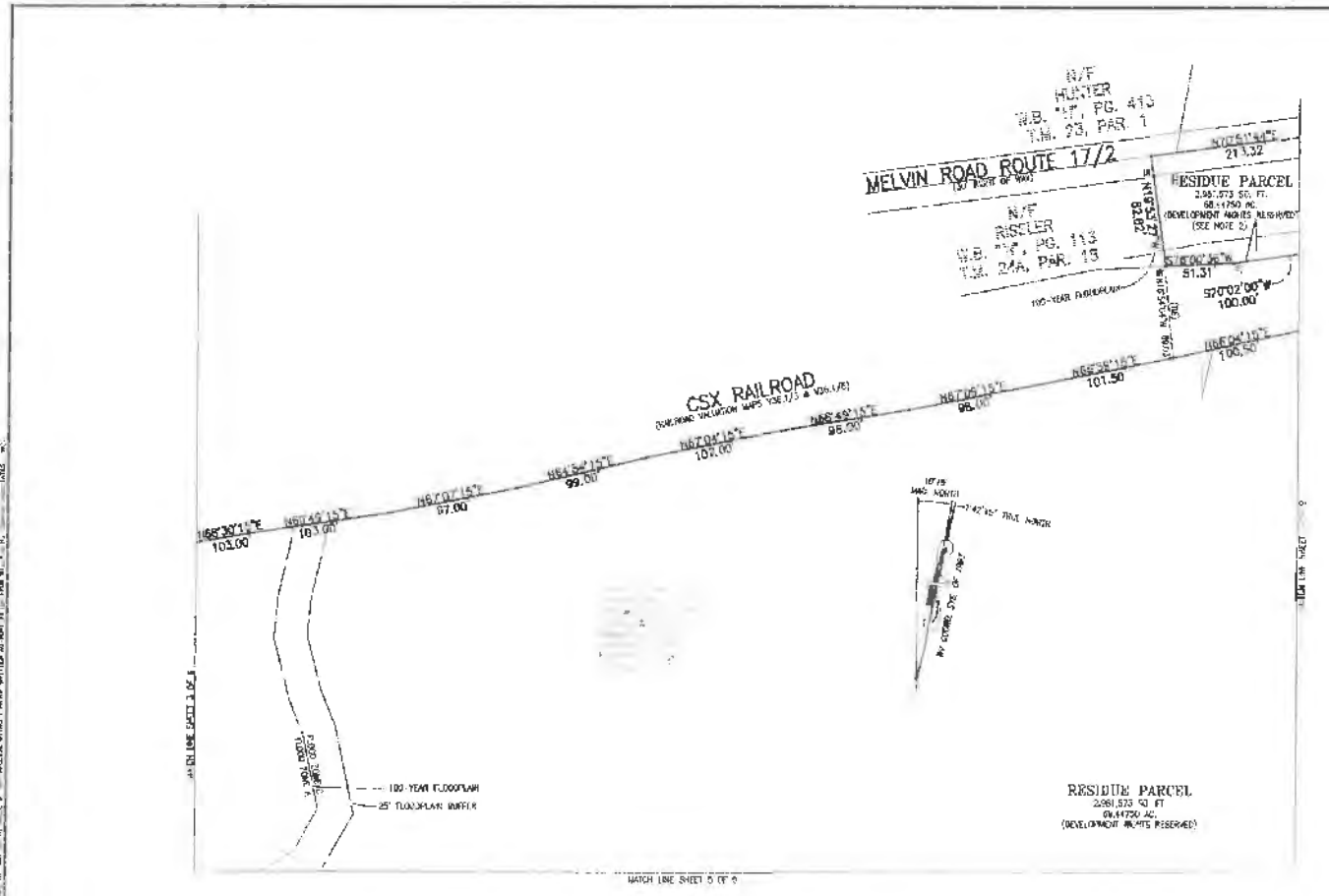
FINAL PLAT
 OF
 PHASE II, SECTION 1
 HARVEST HILLS

T.V. 24 PARCEL 19 AND T.V. 24 PARCELS 15
 SHERIDAN DISTRICT
 SHERIDAN COUNTY, WEST VIRGINIA
 SCALE 1"=20'
 DATE TO CORRECT: NOVEMBER 23, 2009



WILLIAM M. GORDON ASSOCIATES, INC.
 CIVIL ENGINEERS - SURVEY - LAND PLANNING - LANDSCAPE ARCHITECTURE - SITE DESIGN CONSULTANTS
 301 N. WILSON STREET, SUITE 100
 CHARLES LEECH, WEST VIRGINIA 25414
 Phone: (304) 725-8455 Fax: (304) 725-2011
 110-22 22nd St. 2222-2101 530 E. R.F. 1000 P.O. 2728-0101, WVA 26010-0101





- LEGEND:**
- 1/2" = 100M PIPE ROWLINE
 - 1/4" = 100M RES-GAR FOUND
 - 4"x4" CONCRETE MARK TO BE SET
 - 18"x6" RE-GAR TO BE SET



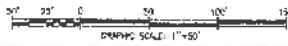
Approved Final Plat
 Jennifer M. Buckner/Chair
 Director of Planning & Zoning
 3-24-10

FINAL PLAT
 OF
PHASE II, SECTION 1
HARVEST HILLS

1/4 24 PARCEL 12 AND 1/4 24 PARCELS 10 & 17
 SUBDIVISION DISTRICT
 CITIZENSHIP CLAYTON, WEST VIRGINIA
 2008 P-50 JUNE 30, 2008
 REW'D NUMBER 01



PROFESSIONAL ENGINEER
 CIVIL ENGINEERING • SURVEY • LAND PLANNING • LANDSCAPE ARCHITECTURE • SITE SECURITY CONSULTING
 302 S. Market Street, Suite 1
 Leesville, VA 22414
 PHONE: 804.725-0555 FAX: 804.725-0117
 DATE: 06/24/10 BY: JMB/050/234 FILE: 0601 2728-0001 10501 ENG: 104517 4.1





JEFFERSON COUNTY PARKS
AND RECREATION COMMISSION
D.B.L. 1031, PG. 16A
T.M. 24, PAR. 11
17° 58' 58" N 331.61'

LOT 7
T.M. 24B, PAR. 7

LOT 8
T.M. 24B, PAR. 8

HARVEST HILLS
P.B. 17, PG. 43

LOT 9
T.M. 24B, PAR. 9

RESIDUE PARCEL
246153 SQ. FT.
6.64751 AC.
(DEVELOPMENT RIGHTS RESERVED)

RESIDUE PARCEL
1,041,573 SQ. FT.
23.84730 AC.
(DEVELOPMENT RIGHTS RESERVED)

- LEGEND:**
- 6" PIP - 10" R.I.P. (10")
 - IRON RT-BAY CUMP
 - 4" x 4" CONCRETE MAN



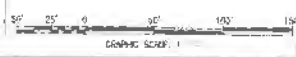
Approved Official Plat
William M. Beckman, Jr.
 Director of Planning & Zoning
 2-24-10

**PHASE II, SECTION J
HARVEST HILLS**

T.M. 24, PAR. 11 AND T.M. 24B, PAR. 7 & 8
 JEFFERSON COUNTY, WEST VIRGINIA
 SCALE 1"=50' 2004-07-20
 REVISION NOVEMBER 20, 2010

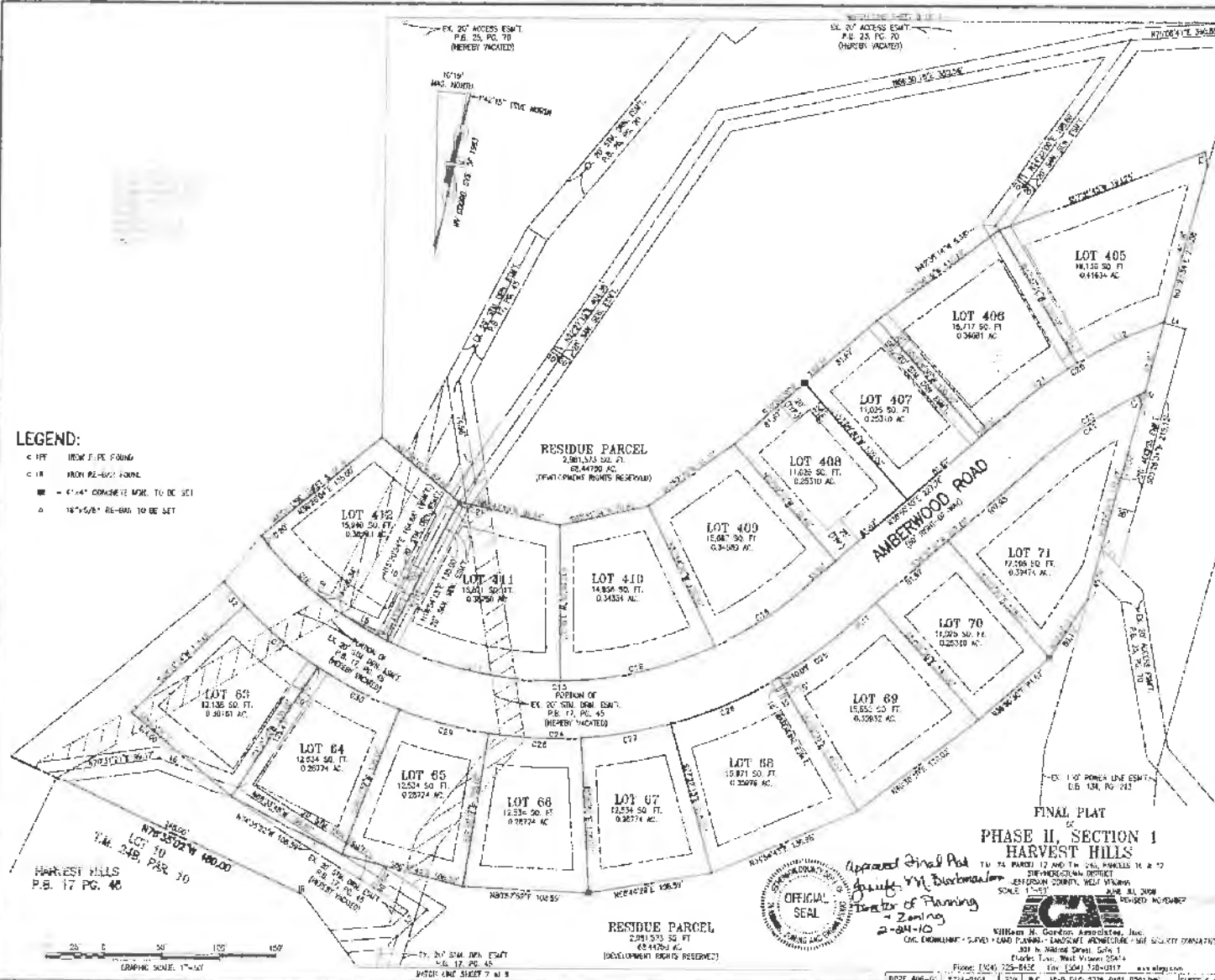


William H. Gordon Associates, Inc.
 CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE • SITE DEVELOPMENT CONSULTING
 301 N. MARKET STREET, SUITE 1
 CHARLOTTE, NC 28202
 770-5456 Fax: 304-738-0117 www.w.h.gordon.com
 LPO: PLO 01 272-0161 330 R.E. NCAD FILE: 272-0201 RPL1.DWG SHEET 5.0



LEGEND:

- C HT HIGH T.P. FOUND
- C IR IRON PIPE FOUND
- 6" x 4" CONCRETE PIPE TO BE SET
- o 18" x 6" RE-BAR TO BE SET

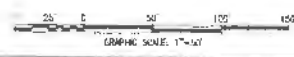


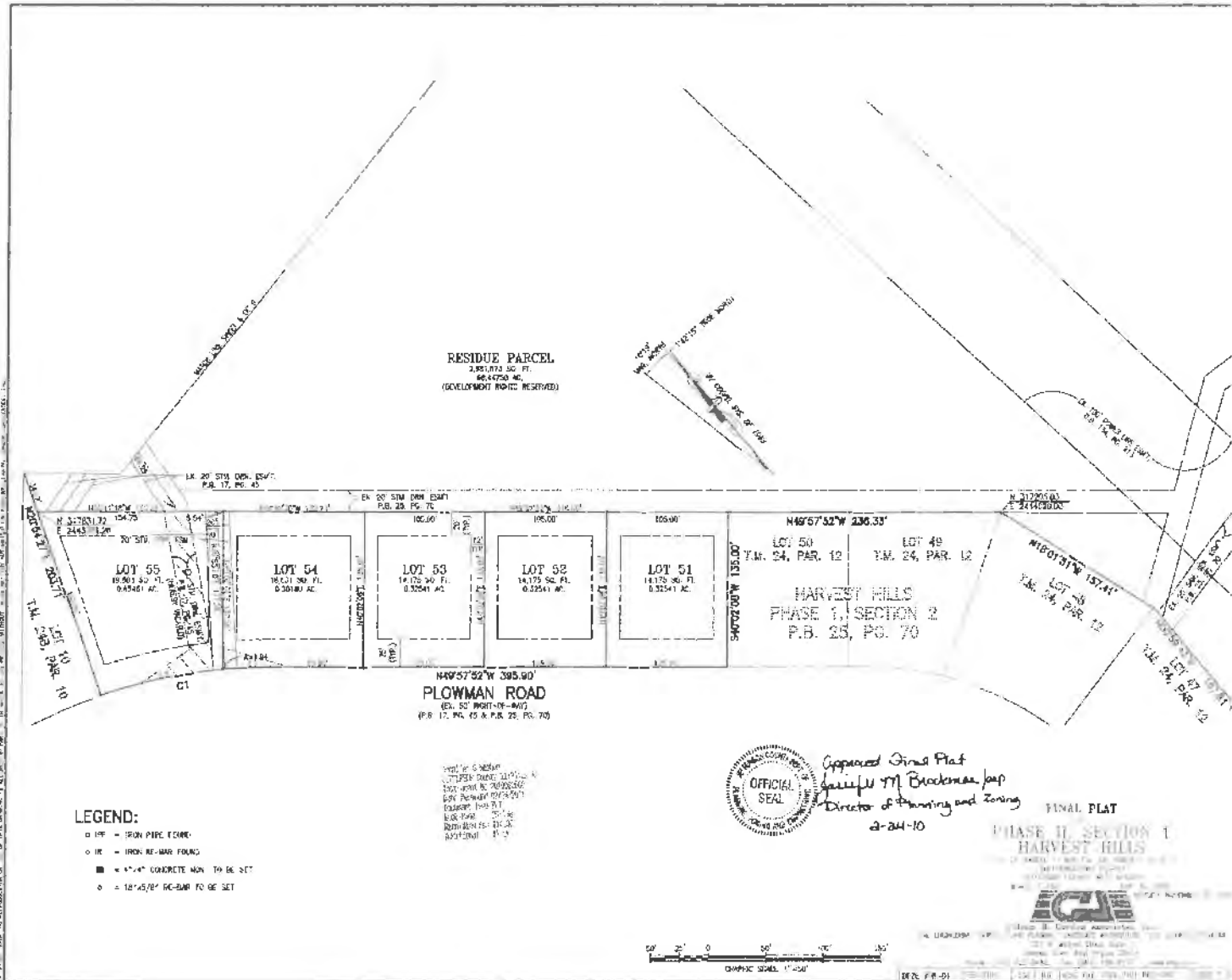
Approved Final Plat
Shirley M. Bickelmeier
 Director of Planning
 & Zoning
 2-24-10

**FINAL PLAT
 OF
 PHASE II, SECTION 1
 HARVEST HILLS**

THIS PLAT IS PART OF THE 248 PARCELS 14 & 15
 STEPHENSON DISTRICT
 HARRISON COUNTY, MISSOURI
 SCALE: 1"=50'
 DATE: 02/24/2010
 REVISED: 02/24/2010

CA
 William H. Gordon, Associate, Inc.
 333 N. Main Street, Suite 1
 Clark, Mo. 64430-2514
 Phone: (660) 225-8456 Fax: (660) 228-0117 www.williamh.com





MELVIN ROAD ROUTE 17/2
(DO NOT RIGHT OF WAY)

N/E JENKINS
D.B. 837, PG. 244
T.M. 23, PAR. 3

RESIDUE PARCEL
2,981,573 SQ. FT.
80,84750 AC.
(DEVELOPMENT RIGHTS RESERVED)
(SEE NOTE 2)

CSX RAILROAD
(MILWAUKEE WILSON AVENUE 1/3 & 1/3(1/3))
DISTRICT 2, 100, MAP 24

RESIDUE PARCEL
2,991,573 SQ. FT.
88,14750 AC.
(DEVELOPMENT RIGHTS RESERVED)



Approved Street Plat
Aristotle M. Buckenmeyer
Director of Planning & Dev.
2-24-10

FINAL PLAT
OF
PHASE II, SECTION 1
HARVEST HILLS



William E. Gandy, Architect, Inc.
LAND PLANNING, SURVEYING, ARCHITECTURE, AND ENGINEERING
475 W. BROAD STREET, SUITE 11
CHARLOTTE, NORTH CAROLINA 28202
704-333-1111 FAX: 704-333-1112 www.wegandy.com



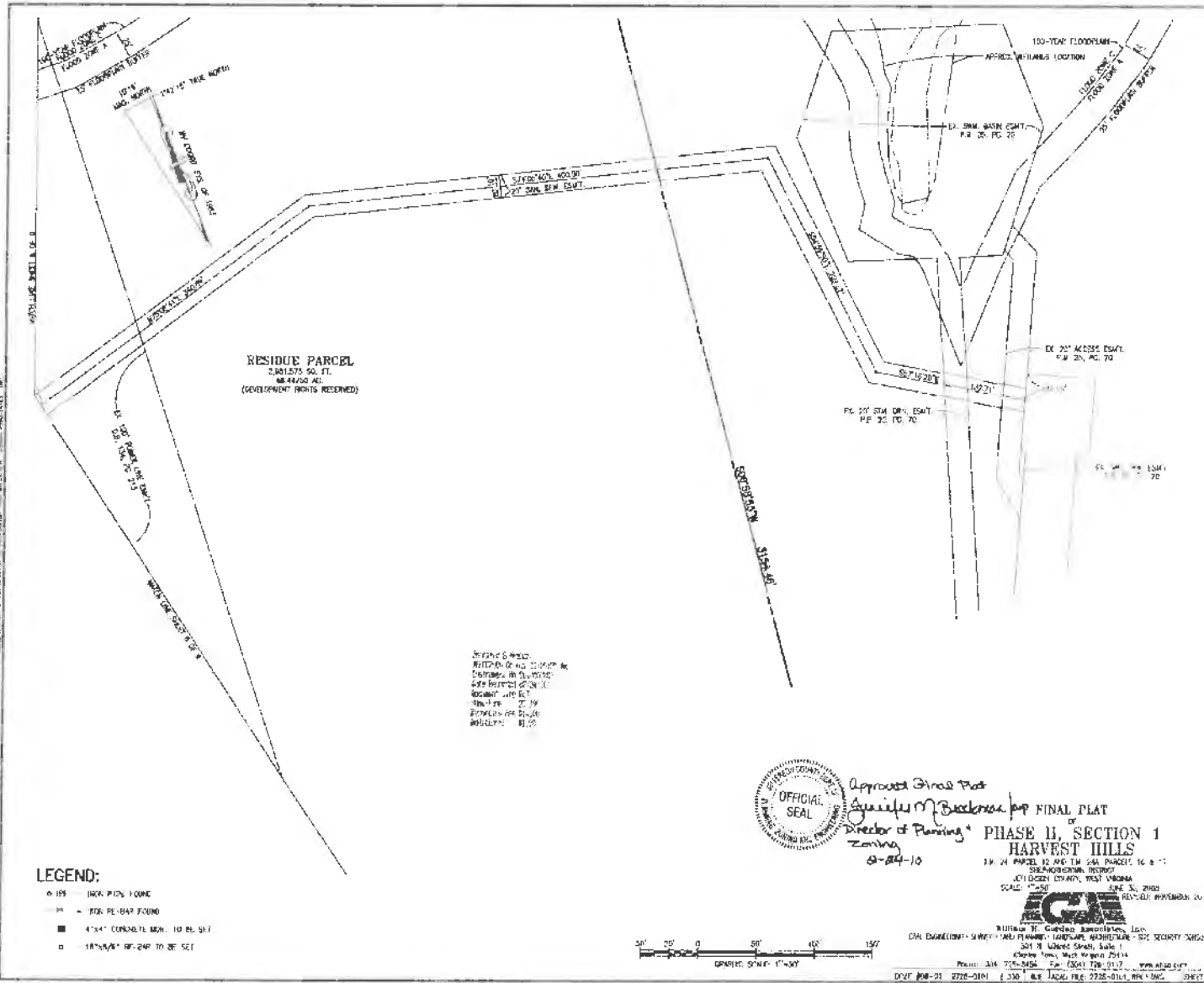
DATE: 08-01-2008 01:01 430 RE: JACK PHE. 2/81-001-0501-002 SHEET 2

LEGEND:

- INF - IRON PIPE FOUND
- IR - IRON RE-BAR FOUND
- - 4"x4" CONCRETE WORK TO BE SET
- - 18"x5/8" RT W/AR TO BE SET

MATCH LINE SHEET 6 OF 9

THIS DRAWING IS THE PROPERTY OF G.A. ENGINEERING, ARCHITECTURE AND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF G.A. ENGINEERING, ARCHITECTURE AND ENGINEERING, INC.



RESIDUE PARCEL
2,081,575 SQ. FT.
68,445.00 AC.
(DEVELOPING RIGHTS RESERVED)

WETLANDS
REVISION OF AND CORRECTED BY
DATE OF REVISION
DATE OF REVISION
DATE OF REVISION
DATE OF REVISION
DATE OF REVISION

- LEGEND:**
- 1/8" - 1/4" IRON PINS FOUND
 - 1/4" - 1/2" IRON RE-BAR FOUND
 - 4"x4" CONCRETE MAT. TO BE SET
 - 18"x18"x1/4" RE-240 TO BE SET



Approved Direct Plat
Specialist of Backman for FINAL PLAT
Director of Planning
Zoning
02-04-10

**PHASE II, SECTION 1
HARVEST HILLS**

2.9, 24 PARCELS 12 AND 13 2.5A PARCELS 16 & 17
SHELTONVILLE DISTRICT
JOYCE COUNTY, WEST VIRGINIA
SCALE: 1"=50' DATE: JUNE 30, 2009



William H. Gaudin Associates, Inc.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING - LANDSCAPE ARCHITECTURE - SITE SECURITY CONSULTING
301 W. Liberty Street, Suite 1
Charley Town, West Virginia 26034
Phone: 304-755-8456 Fax: (304) 755-3117 www.aia.com
0227-008-01 0228-0104 1:530 0.00 0000 FILE: 0228-0104.MXD 09/02/09 SHEET 9



PETER L. CHAKMAKIAN LC
PO BOX 547
CHARLES TOWN, WV 25414-0547

Jennifer S. Mashan
JEFFERSON County 01:31:49 PM
Instrument No 2015015197
Date Recorded 10/20/2015
Document Type DEED
Pages Recorded 15
Book-Page 1163-351
Recording Fee \$21.00
Additional \$6.00

THIS DEED made this 19th day of October, 2015, by and between **ARCADIA COMMUNITIES, L.L.C.**, a Virginia limited liability company, successor by conversion to Arcadia Communities, Inc., a Virginia corporation authorized to do business in West Virginia, hereinafter referred to as GRANTOR; and **ARCADIA INTER VIVOS TRUST**, under a trust agreement dated October 19th, 2015, hereinafter referred to as GRANTEE.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey, transfer and set over unto the Grantee, all of its right, title and interest in and to the parcels of real property as described as follows:

SEE ATTACHED LEGAL DESCRIPTION for PARCELS 1, 2, 3.

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, conditions, restrictions and easements of record or in existence.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO the following reservations for non-exclusive easements for the benefit of the GRANTOR, its successors or assigns, and at Grantor's request Grantee shall cause any one or more of the same to be conveyed to a utility or municipal authority within thirty (30) days after such request, or, at Grantee's option, Grantee will assume the operation and maintenance of the facilities located within such easements and cause bonds and sureties posted by Grantor to be replaced so that Grantee is responsible for the same, in which event Grantee will indemnify Grantor from all costs and liabilities arising after such thirty (30) day period until Grantor is fully released from the bonds and all associated liability:

PARCEL 1:

1) 15' Sanitary Sewer Easement across Multi-Family Parcel I as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C." dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, and described thereon as "15' San. Sew. Esm't"

2) 15' Sanitary Sewer Easement across SWM Facility Parcel J as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, and described thereon as "15' San. Sew. Esm't"

3) 15' Sanitary Forcemain Easement across Multi-Family Parcel I and Commercial Lot Parcel H as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, and described thereon as "15 San. Forcemain Easement"

4) Temporary Access Easement across Commercial Lot Parcel H, Multi-Family Parcel I and SWM Facility Parcel J as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6

5) Signage Easement on Commercial Lot Parcel H as shown on the plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC" dated April 9, 2007, revised through November 17, 2007, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, and described thereon as "Signage Easement;" Provided, That Grantor and Grantee herein agree that (i) any improvements contained or located within the easement may not be removed., and (ii) the area of such easement may be reduced by Grantee as long as the then-current improvements remain within the reduced easement area.

6) Signage Easement on Parcel G as shown on the plat entitled "Final Plat of Arcadia Development Co" dated April 4, 2007, and revised through November 9, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 5, and described thereon as "Signage Easement ;" Provided, That Grantor and Grantee herein agree that (i) any improvements contained or located within the easement may not be removed, and (ii) the area of such easement may be reduced by Grantee as long as the then-current improvements remain within the reduced easement area.

7) 20' Water Line Easement off Campbell Drive in Parcel F as shown the plat entitled "Final Plat of Arcadia Development Co" dated April 4, 2007, and revised through November 9, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 5.

8) 15' Sanitary Sewer Easement off of Barksdale Drive and on Other Lands of Arcadia Communities, Inc., and part of a 15' Sanitary Sewer Easement across the rear boundary lines of Lots 231 through 239 and on Other Lands of Arcadia Communities, Inc., as shown on Sheet 3 of 4 of a plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5" dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502.

9) 15' Sanitary Sewer Easement, 15' Storm Sewer Easement, 15' Waterline Easement and Storm Sewer Easements off of Candlewood Drive and near the traffic circle surrounding Open Space Parcel C on Other Lands of Arcadia Communities, Inc., as shown on Sheet 4 of 4 of a plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389.

10) 24' Storm Sewer Easement off Courier Drive on Other Lands of Arcadia Communities, Inc., as shown on Sheet 4 of 4 of a plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389.

11) 20' Water Line Easement off Candlewood Drive as shown on Sheet 3 of 4 on a plat entitled "Final Subdivision Plat of Norborne Glebe Phase 3" dated June 19, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 405.

12) Water Line and Sewer Easements across Lot 1A1 as shown on a plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55.

PARCEL 2:

1) 20' Berkeley County Public Sanitary Sewer District Easement as shown on as shown on the plat entitled "Re-Plat of Phase 1, Section 1, Yorkshire Glen" dated October 1, 2007, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Book 14 at page 8, and described thereon as "20' B.C.P.S.S.D. Esm't".

2) Berkeley County Public Sanitary Sewer District Pump Station Easement as shown on the plat entitled "Re-Plat of Phase 1, Section 1, Yorkshire Glen" dated October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 8, and described thereon as "B.C.P.S.S.D. Pump Station Esm't".


IN ADDITION TO THE EASEMENTS HEREIN RESERVED, the following are also reserved to GRANTOR over Parcel 1 and Parcel 2: (i) all utilities, pump stations, roads, water lines, sewer lines, drainage and storm water management facilities, community signage and other facilities that were bonded and/or constructed by Grantor, or which are to be bonded and constructed by Grantor, and which are necessary for the intended use of Grantor's remaining property (such matters are the "**Required Elements**"), (ii) a reservation of sufficient sewer, water and storm water management capacity from all Required Elements to assure that Grantor will have the capacity necessary to serve the Grantor's remaining property and the intended use thereof, and (iii) all permits, licenses and approvals associated with the Required Elements. The parties hereto acknowledge and agree that in connection with the use and development of the property herein conveyed and the property owned by Grantor and adjacent or in the vicinity of the property herein conveyed, that certain additional easements and dedications may be required. The parties herein agree to cooperate in good faith to grant any such easements and dedications, provided the same do not materially affect the use and development of their respective property and without cost to the party granting such easement or dedication. All easements and dedications shall be on a mutually agreeable form and the parties will negotiate the same in good faith and obtain the consents of any secured lender to the same. This agreement will run with the land and be binding on the parties hereto and their respective successors and assigns.

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment, as provided by law, the undersigned hereby declare that the transfer of real estate included in this document to which this declaration is appended is not subject to the West Virginia Excise Tax on the Transfer of real estate for the reason that the same is a transfer to an inter vivos trust and therefore exempt under West Virginia Code §11-22-1(4).

WITNESS the following signature and seal:

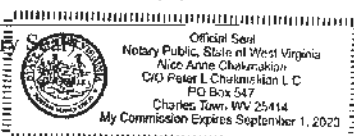
ARCADIA COMMUNITIES, L.L.C.

BY:  (SEAL)
Name: BRAD DURGA
Title: COO

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to wit:

I, Alice Anne Chakmakian, a Notary Public within and for said County and State, do hereby certify that Brad Durga, COO, whose name is signed to the writing above, bearing date the 19th day of October, 2015, for ARCADIA COMMUNITIES, L.L.C., has this day in my said County, before me, acknowledged the said writing to be the act and deed of said Limited Liability Company:

Given under my hand this 19th day of October, 2015.
My commission expires: 9/1/23

(Affix Notary Seal)

Official Seal
Notary Public, State of West Virginia
Alice Anne Chakmakian
C/O Peter L. Chakmakian L.C.
P.O. Box 547
Charles Town, WV 25414
My Commission Expires September 1, 2020

Alice Anne Chakmakian
Notary Public

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

LEGAL DESCRIPTION

PARCEL 1: NORBORNE GLEBE nka ARCADIA CHASE

The following certain tracts or parcels of real estate with the improvements thereon, and all rights, ways and easements incident thereto, situate in City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

TRACT ONE:

1) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 12, 2007, and revised November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel C-1" Arcadia Development Co., containing 1.89178 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1049 at page 444.

2) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated August 23, 2006, and revised August 30, 2006, November 30, 2006, November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel C-2" Arcadia Development Co., containing 0.36132 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 457.

3) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 13, 2007, and revised November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel D" Arcadia Development Co., containing 1.62348 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 449.

4) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Parcel G, containing 2.68361 Acres.

5) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007, and December 20, 2007, entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C.," which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as Parcel H, containing 23.99832 Acres.

AND BEING the same parcels of real estate that were conveyed unto Arcadia Communities, Inc., a Virginia corporation by deed from Arcadia-NG Evitts Run, L.L.C., a West Virginia limited liability company acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-NG Evitts Run, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012 in Deed Book 1105 at page 615.

TRACT TWO:

All that certain parcel of real property which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007, and December 20, 2007, entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C., which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as Multi-Family Parcel I, containing 16.51715 Acres.

AND BEING the same real estate conveyed to Arcadia Communities, Inc., a Virginia corporation, by deed from Arcadia-NG Candlewood Drive, L.L.C., a West Virginia limited liability company, acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-NG Candlewood Drive, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012, in Deed Book 1105 at page 608.

TRACT THREE:

All that certain parcel of real property which is more particularly bounded and described on a plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC", made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007 and December 20, 2007, which said Plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as SWM Facility, Parcel J, containing 12.16 Acres.

AND BEING the same parcels of real estate that were conveyed unto Arcadin Communities, Inc., a Virginia corporation, by deed from Arcadia-Norborne Glebe, L.L.C., acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-Norborne Glebe, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012, in Deed Book 1105 at page 624.

TRACT FOUR:

All those certain lots or parcels of real estate which are more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Residue Area Parcel E, containing 14.04208 Acres and Parcel F, containing 4.41249 acres.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

TRACT FIVE:

All that certain tract or parcel of real estate which is more particularly bounded and described according to a survey and plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, and described thereon as, thereon described as Residue Parcel 1A1.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

TRACT SIX:

All that certain tract or parcel of real estate which is more particularly bounded and described according to a survey and plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, and described thereon as, thereon described as Residuc containing 216.3 acres ±.

LESS AND EXCEPTING FROM THIS TRACT, HOWEVER, the following outsales:

1. Deed to Arcadia-Norborne Glebe, L.L.C., a West Virginia Limited Liability Company, recorded in the aforesaid Clerk's Office in Deed Book 979 at page 389, and by Deed of Correction recorded in the aforesaid Clerk's Office in Deed Book 1044 at page 722 (52.70475 acres).
2. Deed to Arcadia-Norborne Glebe Evitts Run, L.L.C., a West Virginia Limited Liability Company, recorded in Deed Book 1049 at page 454 (Parcel G, containing 2.68361 acres).

AND ALSO LESS AND EXCEPTING FROM THIS TRACT, the following:

3. All those certain lots or parcels of real estate which are more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Parcels E and F.

3. All those certain parcels of real property contained in Phase 2A, Norborne Glebe Subdivision, as shown on the plat entitled "Final Plat of Norborne Glebe Phase 2A" dated April 18, 2006, revised through September 5, 2006, and recorded in the aforesaid Clerk's Office in Plat Book 23 at page 67, and described thereon as Lots 79-83, 88-89, 92-104, inclusive, Burberry Lane, Featherstone Drive and Campbell Drive.

4. All those certain parcels of real property contained in Phase 2, Norborne Glebe Subdivision, as shown on the plat entitled "Final Plat of Norborne Glebe Phase 2" dated May 8, 2006, revised through September 21, 2006, and recorded in the aforesaid Clerk's Office in Plat Book 23 at page 97, and described thereon as Lots 105-110, 140-159, 174-181, inclusive, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Open Space Parcel D, Casorsa Drive, Seaton Lane, Campbell Drive, Santmyer Way and Candlewood Drive.

5. All those certain parcels of real property contained in Phase 3, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 3" dated June 19, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 405, and described thereon as Lots 90-91, 111-125, 133-139, 160-166, Open Space A, Open Space B, Barksdale Drive, Penticton Way, Stone Lane, Okanagan Drive.

6. All those certain parcels of real property contained in Phase 4, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389, and described thereon as Lots 182-189, 205-218, 240-246, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Open Space Parcel D, Courier Drive, Casorsa Drive, Tomworth Drive and Candlewood Drive.

7. All those certain parcels of real property contained in Phase 5, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5"

dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502, and described thereon as Lots 126-132, 167-173, 190-204, 219-239, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Courier Drive, Okanagan Drive, Graywood Lane and Barksdale Drive.

8. A portion of that certain parcel real property denoted as Residue on the plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, containing 13,127 square feet, more or less, and described as follows:

Beginning at a point along the southerly line of Courier Drive as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389, and being the northeasterly corner of Lot 240 as described thereon; thence with the southerly line of Courier Drive thence SOUTH 78°43'27" EAST 78.61 FEET to a point; thence continuing with the southerly line of Courier Drive as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5" dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502 SOUTH 78°43'27" EAST 30.78 FEET to a point being the northwesterly corner of Lot 239 as shown on said plat; thence departing Courier Drive and running with the westerly line of Lot 239 SOUTH 11°16'33" WEST 120.00 FEET to the southwesterly corner of Lot 239; thence departing Lot 239 and running through the above referenced Residue NORTH 78°43'27" WEST 109.39 FEET to the southeasterly corner of Lot 240 referenced above; thence with said Lot 240 NORTH 11°16'33" EAST 120.00 FEET to the point of beginning.

TOGETHER WITH a non-exclusive easement across the right of way easements and roads contained in the subdivision shown on the aforementioned plats of phases 2, 2a, 3, 4 and 5 of Norborne Glebe Subdivision for the purpose of ingress and egress between the property and the public road and non-exclusive easements within the sanitary sewer, sewer, storm drain, and waterline easements as shown on the aforesaid plats of phases 1, 2, 2a, 3, 4 and 5 of Norborne Glebe Subdivision for the purpose of the conveyance of storm water, sewer and water in connection with future development of this Parcel 1.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

It is the intention that this TRACT SIX contain all the property to the south of SWM Facility Parcel J as it is shown on the Plat entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C." dated April 9, 2007, revised through November 17, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 6; to the south of the southern boundary of the property depicted on the plats for Phases 4 and 5 of Norborne Glebe Subdivision as shown on the respective plats for these phases and to the south of the parcel described in item 8 of the less and excepting provisions above. The following is a more particular description of the TRACT SIX:

Beginning at an iron rod found as shown on a plat by William H. Gordon and Associates, Inc. recorded in the Office of the Clerk of the Jefferson County Court, WV in Plat Book 25, at page 6; thence with eleven (11) lines shown on said plat,

S 53°11'17" E 80.18' to an 18" x 5/8" rebar set; thence

S 76°15'10" E 829.04' to an 18" x 5/8" rebar set; thence

S 18°47'53" E 199.75' to an 18" x 5/8" rebar set; thence

N 71°12'07" E 70.68' to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = **N 62°58'09" E**, Chord Distance = **481.87-feet**, Radius = **1682.55-feet**,

Arc Length = **483.53-feet**, to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = **N 2°25'32" E**, Chord Distance = **39.57-feet**, Radius = **25.17-feet**, Arc Length = **45.52-feet**, to an 18" x 5/8" rebar set; thence,

N 49°53'08" W 370.03' to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = N 70°49'04" W, Chord Distance = 17.86-feet, Radius = 25.00-feet, Arc Length = 18.27-feet, to an 18" x 5/8" rebar set; thence with a curve to the right, Chord Bearing = N 12°05'14" W, Chord Distance = 147.57-feet, Radius = 75.00-feet, Arc Length = 208.58-feet, to an 18" x 5/8" rebar set; thence with a curve to the left, Chord Bearing = N 46°25'04" E, Chord Distance = 18.05-feet, Radius = 25.00-feet, Arc Length = 18.47-feet, to an 18" x 5/8" rebar set; thence,

N 25°15'27" E 228.06' to a 5/8" iron rebar & cap set as shown on a plat by Greenway Engineering, Inc. recorded in said Clerk's Office in Plat Book 25, at page 389; thence with three lines as shown on said plat,

S 64°44'33" E 100.00' to a 5/8" iron rebar & cap set; thence,

S 63°55'08" E 36.35' to a 5/8" iron rebar & cap set; thence,

S 78°43'27" E 619.72' to a 5/8" iron rebar & cap set; thence with a new line of division,

S 78°43'27" E 109.39' to a 5/8" iron rebar & cap set as shown on a plat by Greenway Engineering, Inc. and recorded in said Clerk's Office in Plat Book 25, at page 502; thence with five (5) lines shown on said plat,

S 78°43'27" E 805.86' to a 5/8" iron rebar & cap set; thence

S 13°38'48" W 6.85' to a 5/8" iron rebar & cap set; thence

S 76°21'12" E 50.00' to a 5/8" iron rebar & cap set; thence

N 13°38'48" E 41.77' to a 5/8" iron rebar & cap set; thence

S 76°21'12" E 154.55' to an unmarked point in a line shown on a plat by Huntley, Nyce & Associates, Ltd. and recorded in said Clerk's Office in Plat Book 25, at page 55; thence

S 14°57'11" W 1636.80' (distance is shown on previously mentioned plat by Greenway Engineering, Inc. in Plat Book 25, at page 502) to a 5/8" rebar set; thence with fourteen (14) lines shown on said Huntley, Nyce & Associates, Ltd. plat,

S 14°21'21" W 1439.82' to a 5/8" rebar set; thence

N 37°36'18" W 1941.74' to a 5/8" rebar set; thence

S 46°12'55" W 113.77' to a 5/8" rebar set; thence

N 52°25'11" W 719.96' to a 5/8" rebar set; thence

S 39°53'45" W 930.74' to a point (no corner identification on plat); thence

N 42°47'30" W 307.02' to a point (no corner identification on plat); thence

N 8°48'52" E 973.25' to a 5/8" rebar set; thence

N 11°11'38" E 88.43' to a 5/8" rebar set; thence

N 17°16'04" E 101.95' to a 5/8" rebar set; thence

N 20°12'45" E 101.93' to a 5/8" rebar set; thence

N 24°49'31" E 101.95' to a 5/8" rebar set; thence

N 29°28'14" E 61.00' to a 5/8" rebar set; thence

N 33°47'00" E 40.99' to a 5/8" rebar set; thence

N 36°48'39" E 79.69' (bearing is as shown on said Huntley, Nyce & Associates, Ltd. plat in Plat Book 25, at page 55 and distance is as shown on a plat by Appalachian Surveys, Inc. recorded in Plat Book 9, at page 38) to the **point of beginning**, containing an area of 127.19 Acres, more or less.

With the compilation of the dimensions shown on the record plats, this description does not close geometrically. The closing bearing and distance is S 88°56'37" E 0.58'. All corners called for in this description are as shown on the plats of record. No field survey was performed for this description.

PARCEL 2: YORKSHIRE GLEN nka ARCADIA SPRINGS

The following certain tracts or parcels of real estate with the improvements thereon, and all rights, ways and easements incident thereto, situate in Arden District, Berkeley County, West Virginia, more particularly described as follows:

TRACT ONE:

Beginning at a stake in the middle of the road leading from the iron bridge to Vanclevessville, corner to Jacob Miller's heirs and in a line of John W. Deck; thence with a line of the latter along the middle of the road S. 78 deg. 45' W. 40.6 poles to a stake corner to same; thence with another of her lines N. 1 deg. 15' E. 68.6 poles to a stake corner to same and in a line of William B. Evers; thence with his line N. 83 deg. W. 85.4 poles to a stake, corner to same and

in a line of James Clayton; thence with his lines S. 18 deg. 30' E. 5 poles to a stake; thence with his line in part and finally with Thomas Brannon S. 3 deg. 45' E. 44.1 poles to a point where a large white oak is called for in original (now gone) corner to same; thence with Brannon N. 86 deg. 15' W. 56.2 poles to the center of the Kearneysville Road; thence leaving the original line and running along the center of said road S. 9 deg. 30' W. 27.8 poles; thence S. 20 deg. 30' E. 14.1 poles; thence S. 34 deg. 15' E. 7.7 poles; thence S. 21 deg. 0' E. 12.9 poles to the intersection of the center lines of the Kearneysville and Vanclevessville Roads, it being an original corner; thence with the original line along the center of the Kearneysville road S. 6 deg. 0' E. 50.6 poles to a stake corner to Oden and G. Feller's Heirs and in the road; thence with a line of Feller's Heirs in part and finally with W.M. Vancleves's Heirs S. 65 deg. 45' E. 94.8 poles to a stake corner to Vancleve's Heirs; thence with their lines S. 82 deg. 0' E. 81.8 poles to a pile of stone; thence N. 0 deg. 45' E. 101.4 poles to a stone corner to Jacob Miller's Heirs; thence with their line N. 14 deg. 0' W. 40.3 poles to the beginning, containing 163 acres, be the same more or less; according to a plat thereof made by Wade Butler and Kesecker, July 28, 1948, attached to and made a part of Deed from Henry J. Scibert and Katherine L. Seibert, his wife, dated the 14th day of August, 1948, to which reference is hereby made for a full and complete description of said property,

SAVING AND EXCEPTING THEREFROM, HOWEVER, the following described outsale made by Paige F. Sions and Betty E. Sions, his wife, to Floyd A. Files and Laura Catherine Gregory files, his wife, by deed dated the 25th day of July, 1957, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 205, at Page 566, to wit: a certain lot or parcel of real estate, situate, lying and being on the north side of the public road leading from West Virginia Route numbered 9 to the Village of Vanclevessville in Arden District of Berkeley County, West Virginia, consisting of 2 acres more or less and more particularly described as follows: "Beginning at a point in the center line of public road 9/18 and corner to the line of Nceddy; thence in the center line of said public road, 300 feet in a westwardly direction, and running back of equally width in a northerly direction with the line of Needy and parallel thereto, a distance of 300 feet." And further reference is hereby made to that certain plat of the property prepared by Willard F. Wurzburg, Jr., dated July 5, 1957, and recorded in the aforesaid Clerk's Office in Deed Book 205, at page 567.

AND FURTHER EXCEPTING THEREFROM, HOWEVER, BEGINNING at (1), 5/8 inch capped (Davy) rebar, set, in a line of a 160.9339 acre tract of land now owned by Paige F. Sions and Betty E. Sions (see Deed Book 205, at page 82) of which this tract is a part and in a line of a 3.672 acre tract now owned by Vernon Dodson (see Deed Book 195, at page 97) and being a corner to a 50 foot wide nonexclusive easement (see Note C on Plat No. D95-036). Said rebar is referenced by (I), a fence post, found, which bears 60-11°-07' E. at 699.74 feet; thence with the 160.9339 acre tract of Sions for seven lines and with Dodson's 3.672 acre tract for one line and bounds of said 50-foot wide nonexclusive easement, for two lines and along or near a fence line for line, FIRST COURSE, N. 60 degrees - 46 minutes - 09 seconds W. 100.88 feet to (A) a fence post, found, in line and continue same course with Dodson and continuing with a line of an 0.828 acre tract of land now owned by Daniel Stanley (See Deed Book 296, at Page 330), 557.58 feet to (B), a fence post, found, in line and continue same course 14.68 feet to (C), a 5/8 inch capped (Davy) iron rod, set, in line and continue same course 5.00 feet to (D), a calculated point, in line and a corner of said 0.828 acre tract on the eastern bounds of West Virginia Secondary Route 36/1 [Corner No. D is referenced by (J) a 3 inch pipe over a metal fence post, found, which bears S. 10-46° -01" W. at 273.93 feet] and continue with same course 15.00 feet (in all 713.14 feet) to (2), a calculated point in the centerline of West Virginia Secondary Route 36/1 (a 30-foot right-of-way), and at the beginning of a circular curve to the left; thence, with the centerline of said county road

for six lines, SECOND COURSE, with the arc for 55.99 feet (said Curve No. 1's chord bears N 02-33'-01" E. at 55.96 feet) to (E), a calculated point in said curve and being another corner to aforesaid 50-foot wide nonexclusive easement and leaving said easement and continuing with the same curve, with the arc for 2.93 feet (said Curve No. 2's chord bears N. 01-02'-05" W. at 2.93 feet) (in all an arc distance of 58.92 feet and a chord of N. THIRD COURSE, N. 01 degrees - 18 minutes - 25 seconds W. 73.12 feet to (4) a calculated point; thence FOURTH COURSE, N. 02 Degrees - 19 minutes - 39 seconds W. 341.30 feet to (5) a calculated point; thence FIFTH COURSE, N. 01 Degrees - 51 minutes - 45 Seconds W. 184.73 feet to (6) a calculated point; thence SIXTH COURSE, N 02 degrees - 46 minutes -53 Seconds W. 91.74 feet to (7) a calculated point at the beginning of a circular curve to the left; thence SEVENTH COURSE with the arc for 90.95 feet (said Curve No. 3's chord bears N. 09-24'-17" W. at 90.74 feet) to (8) a calculated point at the centerline intersection of West Virginia's Secondary Route 36/1 and West Virginia Secondary Route 9/18; thence, leaving said 160.9339 acre tract and going across and through the 160.9339 acre tract with new division lines for four lines and with the centerline of West Virginia Secondary Route 9/18 for three lines, EIGHTH COURSE, N. 86 Degrees - 25 minutes - 27 seconds E. 192.34 feet to (9), a calculated point at the beginning of a circular curve to the left; thence NINTH COURSE, with the arc for 351.58 feet (said Curve No's 4 chord bears N. 81-17'-05" E. at 351.15 feet to (10) a calculated point; thence, TENTH COURSE, N. 76 Degrees - 23 minutes - 01 seconds E. 75.97 feet to (11), a calculated point; thence, leaving said Route No. 9/18, ELEVENTH COURSE, S. 02 Degrees - 09 minutes - 19 seconds E. 15.00 feet to (F), a 5/8 inch capped (Davy) rebar, set, in line and continue same course, 1197.39 feet to (G), a 5/8 inch capped (Davy) rebar, set, in line and being another corner to the aforesaid 50-foot wide nonexclusive easement and continue same course, 58.57 feet (in all 1270.96 feet) to the point of beginning, containing 14.500 total acres, more or less. Reference is made to a plat made by Ricky C. Davy dated August 29, 1995, and recorded with the deed hereinafter mentioned.

BEING the same real estate that was conveyed unto Arcadia Development Co., a California Corporation, from Marguerite S. Byers, Beverly M. Radcliff, Debra K. Miller Evelyn S. Edwards, Betty Louise Kessell, Kathy Lee Muia and Stephen Frederick Sions, by deed dated January 6, 2005, and recorded in the aforesaid Clerk's Office in Deed Book 788 at page 175.

AND ALSO BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1015 at page 592; and recorded in Deed Book 1018 at page 326, on September 20, 2012.

LESS AND EXCEPTING THEREFROM, HOWEVER, ALL PORTIONS OF THE PROPERTY SOUTH OF W.V. Route 9/18, VAN CLEVESVILLE ROAD, more particularly described as follows:

1) All those certain parcels of real property contained in Phase 1, Section 1, Yorkshire Glen, as shown on the plat entitled "Re-Plat of Phase 1, Section 1, Yorkshire Glen" dated October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 8, and described thereon as Lots 1 through 20, inclusive, SWM Area, Bolton Court, Liverpool Lane and Aldershot Drive.

2) All those certain parcels of real property contained in Phase 1, Section 2A, Yorkshire Glen, as shown on the plat entitled "Re-Plat of Phase 1, Section 2A, Yorkshire Glen" dated October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 13, and described thereon as Lots 21 through 104, Lots 131-135, Lots 153 through 162, inclusive, SWM Parcel A, Liverpool Lane, Aldershot Drive, Serpentine Way, Nailsworth Street, Shrewsbury Drive and Oxford Way

3) All those certain parcels of real property contained in Phase 1, Section 2B, Yorkshire Glen, as shown on the plat entitled "Final Plat of Phase 1, Section 2B, Yorkshire Glen" dated August 9, 2007 and revised through October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 2, and described thereon as Lots 105 through 130, Lots 136 through 152, Lots 163 through 214, inclusive, SWM Parcel B, OSP A, Oxford Way, Zennor Way, Norfolk Lane and Shrewsbury Drive.

4) All those certain parcels of real property contained in Phase 1, Section 3, Yorkshire Glen, as shown on the plat entitled "Final Plat of Phase 1, Section 3, Yorkshire Glen" dated August 17, 2007 and revised through October 1, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 14 at page 5, and described thereon as Lots 215 through 255, inclusive, OSP B, OSP C, Oxford Way, Elstow Way and Laxfield Court.

TRACT TWO:

All that certain parcel of real property, with the improvements thereon, and all rights, ways and easements incident thereto, situate in the Arden District, Berkeley County, West Virginia, and more particularly described as follows:

Beginning at a point in the center line of public road 9/18 and corner to the line of Needy; thence in the center line of said public road, 300 feet in a westwardly direction, and running back of equal width in a northerly direction with the line of Needy and parallel thereto, a distance of 300 feet. Further reference is hereby made to that certain plat of the property as prepared by Willard F. Wurzburg, Jr., and bearing date of July 5, 1957, a copy of which is recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 205 at page 567.

AND BEING the same real estate that was conveyed unto Arcadia Communities, Inc., by deed dated February 29, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1002 at page 520.

TRACT 3:

All of that certain tract or parcel of real estate, situate in Arden District, Berkeley County, West Virginia, containing 5.91899 acres, as appearing upon a boundary survey prepared by William H. Gordon Associates, Inc., dated July 10, 2006, the same being of record in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Plat Cabinet No. 13, at Slide 48, to which reference is hereby made for a more particular description thereof by metes and bounds.

TOGETHER WITH a right-of-way 12.5 feet in width over, along and upon the northerly part of the lands of the parties of the first part (Spitler), from West Virginia Secondary Route 36/1 to the westerly line of Triggs (1.0468 acre tract), and then by a right-of-way 12 feet in width along the westerly side of Triggs' tract to point (1) herein (point 1 in a metes and bounds description of a 2.03 acre tract conveyed by Spitler to Davis, DB 284, page 356, hereinafter referred to), for purposes of ingress, egress, and regress; BEING the same right-of-way conveyed by Saylor R. Spitler, et ux., to Ernest E. Davis, et ux., by deed dated January 6, 1975, and recorded in the aforesaid Clerk's Office in Deed Book No. 284, at page 356; reference is further made to the terms and provisions of a Settlement Agreement between Robert L. Hopkins, et ux., and Michael D. MacDonald, et ux., dated June 8, 1988, and recorded in the aforesaid Clerk's Office in Deed Book No. 433, at page 428.

BEING the same real estate conveyed to Arcadia Development Co., a California corporation, by Deed dated March 26, 2007, from Capitol Used Auto Parts, Inc., and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 864, at Page 119.

AND ALSO BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1015 at page 592; and recorded in Deed Book 1018 at page 326, on September 20, 2012.

PARCEL 3: HARVEST HILLS nka ARCADIA DOWNS

TRACT ONE:

All those certain tracts or parcels of real estate with the improvements thereon, situate in Shepherdstown District, Jefferson County, West Virginia, more particularly described as follows:

PARCEL A:

Lots 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24 and 26 Harvest Hills, as more particularly designated and described upon a plat entitled "Final Plat showing Lots 1-27 HARVEST HILLS" prepared by Appalachian Surveys, Inc., dated May, 1999, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 17 at pages 45A and 45B.

PARCEL B:

Lots 1 and 2 of the William P. Henderson Minor Subdivision as more particularly shown on that plat showing the William P. Henderson Minor Subdivision dated September, 1997, as prepared by Appalachian Surveys, Inc., and recorded in the aforesaid Clerk's Office in Plat Book 15 at page 83. LESS AND EXCEPTING, therefrom Merger Parcel B, consisting of 0.205 acres and Merger Parcel C, consisting of 0.271 acres, as more particularly described in the Deed of Merger dated June 8, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 927 at page 231. TOGETHER WITH Merger Parcel A, consisting 0.142 acres and Merger Parcel D, consisting of 0.501 acres, as more particularly described in that Deed of Merger dated June 8, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 927 at page 234.

AND BEING the same real estate conveyed unto Arcadia Communities, Inc., by deed from Arcadia-Harvest Hills, LLC, dated February 29, 2012, and recorded in aforesaid Clerk's Office in Deed Book 1105 at page 600.

TRACT TWO:

All those tracts or parcels of real estate, lying and being in the Shepherdstown District, Jefferson County, Virginia, situate near Duffields, and more particularly described as follows:

PARCELA:

Being all of "Residue B" containing 45.364 acres, as shown on a plat entitled "Plat of Survey showing Merger Parcels from Property of William P. Henderson" drawn by Appalachian Surveys, Inc., dated May 18, 1999, said plat being recorded in the aforesaid Clerk's Office in Plat Book 15 at page 83, LESS AND EXCEPTING THEREFROM, HOWEVER, the following outsale:

Deed to Arcadia-Harvest Hills, LLC, a West Virginia Limited Liability Company, recorded in the aforesaid Clerk's Office in Deed Book 998 at page 460 (Lots 1-27 Harvest Hills).

PARCEL B:

All of the parcel known as Residue A, containing 115.857 acres after merger, as shown on Plat of Survey showing Merger Parcels for property of William P. Henderson, drawn by Appalachina Surveys, Inc., and recorded in the aforesaid Clerk's Office in Plat Cabinet 16, at Slide 69.

PARCEL C:

First Parcel: Known as the Manning Place, and described as follows according to a survey dated December 3, 1867, recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book 2, Page 467, to wit:

Beginning at a stone, corner to Craven Trussell; thence with the said Trussell line N. 46 E. 115 poles crossing Elk Branch to Trussell and Miller's corner; thence with Miller's line N. 30 W. 36.5 poles; thence N. 36 W. 12 poles; thence N. 41 W. 12 poles; thence N. 44 - 30 W. 12 poles; thence N. 48 - 30 W. 12 poles; thence N. 51 - 30 W. 11.5 poles; thence N. 55 - 15 W. 12 poles; thence N. 60 W. 12 poles; thence N. 64 - 30 W. 12.7 poles; thence N. 69 - 45 W. 18 poles; thence N. 76 W. 18 poles to a stone on the south side of the railroad; thence leaving the railroad and running S. 03 - 25 W. 25.1 poles to the original corner of Manning and Duffield, a pile of stone, and the same course continued in all 219.6 poles to a pile of stone in Moor Hurst's line; and thence with the same S. 74 - 41 E. 116.1 poles to the beginning, containing 191 acres, more or less.

SUBJECT TO that certain Right-of-way to Potomac Light and Power Company recorded in the aforesaid Clerk's Office in Deed Book 268 at page 347.

Second Parcel:

Being a part of the Volney Hill Farm, described as follows according to a survey by J. Jas. Skinner, S.J.C., dated March 21, 1927, and of record in the aforesaid Clerk's Office in Deed Book 128 at page 429, to wit:

Beginning at a post (7), a corner to the first parcel and the residue of the Volney Hill Tract; thence with the lines of the first parcel S. 50 - 15 W. 77.4 pole to a post (8); thence N. 70 - 40 W. 95.6 poles to a post (9); thence leaving the first parcel S. 14 - 15 W. 73.1 poles to a post (10) in Michaels' line; thence with his line S. 72-40 E. 129.8 poles to a point at a Hakenberry Trec (11); corner with the residue of the Volney Hill Tract; thence with the latter N. 17 - 15 E. 100.6 poles to a stake (12); thence N. 25-15 E. 35.2 poles to the beginning, containing 65 acres, 0 rods and 32 poles, more or less.

SUBJECT TO the Shepherdstown Light & Water Co., easement recorded in the aforesaid Clerk's Office in Deed book 134 at page 213.

AND BEING the same real estate conveyed unto Arcadia Development Co., a California Corporation, from William P. Henderson by deed dated February 12, 2004, and recorded in the aforesaid Clerk's Office in Deed Book 985 at page 363.

LESS AND EXCEPTING THEREFROM, HOWEVER, the following outsales:

1. Deed to Jefferson County Parks and Recreation Commission, recorded in the aforesaid Clerk's Office in Deed Book 1031 at page 168 (Lot B, School Lot, containing 21.8085 acres)
2. Deed to Mt. Zion AME Church, recorded in the aforesaid Clerk's Office in Deed Book 1031 at page 172 (Lot C, Church Lot, containing 2.00 Acres).

PARCEL D:

All those certain parcels of real estate with any improvements thereon and appurtenances thereunto belonging, lying and situate in the Shepherdstown District, Jefferson County, West Virginia, and more particularly bounded and described, according to a survey and plat thereof, entitled "Plat of Resurveys Showing Property of William P. Henderson," dated August 25, 2003, by Appalachian Surveys of West Virginia, LLC and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 at page 71, showing thereon as Lot 16 and 17, and including all of the Grantors right, title and interest in and to the existing right of way shown on said plat as Ex. Elk Street. The property conveyed herein comprises 0.99± access and is identified for property tax purposes as Tax Map 24A Parcels 16 and 17.

PARCEL E:

All that certain lot or parcel of real estate, with the improvements thereon and appurtenances thereunto belonging, situate near Duffields Depot in the Shepherdstown Magisterial District, Jefferson County, West Virginia, and designated as Lot 4, containing 0.2500 acres, more or less, on a plat of survey dated January 3, 2007, prepared by Terry Placanica, P.S., entitled "Plat of Resurvey, Property of Bruce Bowers, WB 14 P 251; DB 273 Pg 147, 'Drydensville' Plat - DB 96 PG 395, WB 8 PG 724" which said plat is recorded in the aforesaid Clerk's Office in Plat Book 24 at page 45, to which said plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcels hereby conveyed. Reference is also hereby made to a plat of survey of Drydensville originally prepared by Jn. Hess in 1978, a copy of which said plat is attached to, made a part of and incorporated in a deed dated November 21, 1905, from Jonathan E. Burns, et ux., to George S. Houser, recorded in the aforesaid Clerk's Office in Deed Book 96 at page 392.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., by Confirmatory Deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

PETER L CHAKHAKIAN LC
PO BOX 547
CHARLES TOWN, WV 25414-0547

Jennifer S Neenan
JEFFERSON County 11:54:29 AM
Instrument No 20160030313
Date Recorded 04/21/2016
Document Type DEED
Pages Recorded 18/12
Book-Page 1173-85
Recording Fee \$22.00
Additional \$6.00

THIS CONFIRMATORY DEED made this 21st day of January, 2016, by and between GARY ENDLER, as Trustee of the ARCADIA INTER VIVOS TRUST under Agreement dated the 19th day of October, 2015, hereinafter referred to as GRANTOR, and ARCADIA LAND, INC., a Virginia corporation, hereinafter referred to as GRANTEE.

WHEREAS, Arcadia Land, Inc., a Virginia Corporation, merged with the Arcadia Inter Vivos Trust, an inter vivos trust existing under the State of West Virginia, effective the 19th day of October, 2015, with Arcadia Land, Inc., being the surviving entity; and

WHEREAS, this Confirmatory Deed is made to effect and evidence the transfer of title to all real estate and to confirm that title thereto is now vested in Arcadia Land, Inc., by virtue of the merger, and is further made to comply with the requirements of the West Virginia Code.

NOW, THEREFORE, in consideration of the merger and other valuable consideration, the receipt of which are hereby acknowledged, Grantor GRANTS and CONVEYS to Grantee, with covenants of SPECIAL WARRANTY and against all liens and encumbrances, all of its rights, privileges, improvements, rights-of-way and appurtenances thereto belonging or in anywise appertaining, situate in Jefferson County, West Virginia, and more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION FOR PARCELS 1 AND 2.

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, conditions, restrictions and easements of record or in existence.

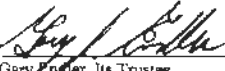
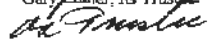
DECLARATION OF CONSIDERATION OR VALLE

Under penalties of fine and imprisonment, as provided by law, the undersigned hereby declare that the transfer of real estate included in this document to which this

declaration is appended is a merger of a corporation and an inter vivos trust, and therefore, is exempt from the West Virginia Excise Tax on the Transfer of real estate.

WITNESS the following signatures and seals:

Arcadia Inter Vivos Trust

By:  (SEAL)
Gary Foster, its Trustee


Arcadia Land, Inc.

BY: [Signature] (SEAL)
Its President

STATE OF Virginia
COUNTY OF Loudoun to wit:

I, Carla E. Coffey a Notary Public within and for said County and State, do hereby certify that GARY ENDLER, Trustee, whose name is signed to the writing hereto attached, bearing date the 28th day of January, 2016, for ARCADIA INTER VIVOS TRUST, has this day in my said County, before me acknowledged the said writing to be the act and deed of said Inter Vivos Trust.

Given under my hand this 3rd day of February, 2016.
My commission expires: November 20, 2018

(Affix Notary Seal)

[Signature]
Notary Public



NO TITLE EXAMINATION WAS REQUESTED AND NO TITLE EXAMINATION WAS PERFORMED

THIS INSTRUMENT WAS PREPARED BY: Peter L. Chakmakian, Attorney at Law, PO Box 547, Charles Town, WV 25414

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

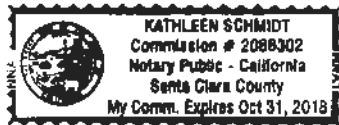
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On February 4, 2016 before me, Kathleen Schmidt Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eli Reinhard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathleen Schmidt
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Conjunctive Deed Document Date: 1/28/2016
Number of Pages: _____ Signer(s) Other Than Named Above: Gary Endler

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eli Reinhard
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Arvida Land, LLC

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

LEGAL DESCRIPTION

PARCEL 1: NORBORNE GLEBE nka ARCADIA CHASE

The following certain tracts or parcels of real estate with the improvements thereon, and all rights, ways and easements incident thereto, situate in City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

TRACT ONE:

1) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 12, 2007, and revised November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel C-1" Arcadia Development Co., containing 1.89178 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1049 at page 444.

2) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated August 23, 2006, and revised August 30, 2006, November 30, 2006, November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel C-2" Arcadia Development Co., containing 0.36132 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 457.

3) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 13, 2007, and revised November 12, 2007, and March 24, 2008, entitled "Plat Showing Boundary Survey of Arcadia Development Co.", thereon described as "Parcel D" Arcadia Development Co., containing 1.62348 Acres, which said survey and plat is attached to and recorded with, and made a part of a deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 449.

4) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Parcel G, containing 2.68361 Acres.

5) All that certain lot or parcel of real estate which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007, and December 20, 2007, entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C.," which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as Parcel H, containing 23.99852 Acres.

AND BEING the same parcels of real estate that were conveyed unto Arcadia Communities, Inc., a Virginia corporation by deed from Arcadia-NG Evitts Run, L.L.C., a West Virginia limited liability company acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-NG Evitts Run, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012 in Deed Book 1105 at page 615.

TRACT TWO:

All that certain parcel of real property which is more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007, and December 20, 2007, entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C.", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as Multi-Family Parcel I, containing 16.51715 Acres.

AND BEING the same real estate conveyed to Arcadia Communities, Inc., a Virginia corporation, by deed from Arcadia-NG Candlewood Drive, L.L.C., a West Virginia limited liability company, acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-NG Candlewood Drive, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012, in Deed Book 1105 at page 608.

TRACT THREE:

All that certain parcel of real property which is more particularly bounded and described on a plat entitled "Final Plat of Arcadia-Norborne Glebe, LLC", made by William H. Gordon Associates, Inc., dated April 9, 2007, and revised April 16, 2007, June 27, 2007, September 14, 2007, October 4, 2007, November 17, 2007 and December 20, 2007, which said Plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 6, thereon described as SWM Facility, Parcel J, containing 12.16 Acres.

AND BEING the same parcels of real estate that were conveyed unto Arcadia Communities, Inc., a Virginia corporation, by deed from Arcadia-Norborne Glebe, L.L.C., acting by and through Robert O. Tyler, Chapter 7 Trustee for Arcadia-Norborne Glebe, L.L.C., and pursuant to an Order of the United States Bankruptcy Court for the Eastern District of Virginia Alexandria Division, dated February 29, 2012, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on March 20, 2012, in Deed Book 1105 at page 624.

TRACT FOUR:

All those certain lots or parcels of real estate which are more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Residue Area Parcel E, containing 14.04208 Acres and Parcel F, containing 4.41249 acres.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

TRACT FIVE:

All that certain tract or parcel of real estate which is more particularly bounded and described according to a survey and plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, and described thereon as, thereon described as Residue Parcel 1A1.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

TRACT SIX:

All that certain tract or parcel of real estate which is more particularly bounded and described according to a survey and plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, and described thereon as, thereon described as Residue containing 216.3 acres ±.

LESS AND EXCEPTING FROM THIS TRACT, HOWEVER, the following outsales:

1. Deed to Arcadia-Norborne Glebe, L.L.C., a West Virginia Limited Liability Company, recorded in the aforesaid Clerk's Office in Deed Book 979 at page 389, and by Deed of Correction recorded in the aforesaid Clerk's Office in Deed Book 1044 at page 722 (52.70475 acres).
2. Deed to Arcadia-Norborne Glebe Evitts Run, L.L.C., a West Virginia Limited Liability Company, recorded in Deed Book 1049 at page 454 (Parcel G, containing 2.68361 acres).

AND ALSO LESS AND EXCEPTING FROM THIS TRACT, the following:

3. All those certain lots or parcels of real estate which are more particularly bounded and described according to a survey and plat made by William H. Gordon Associates, Inc., dated April 4, 2007, and revised April 20, 2007, June 27, 2007, September 14, 2007, November 9, 2007, and January 4, 2007, entitled "Final Plat of Parcels E, F & G, Norborne Glebe", which said survey and plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 5, thereon described as Parcels E and F.
3. All those certain parcels of real property contained in Phase 2A, Norborne Glebe Subdivision, as shown on the plat entitled "Final Plat of Norborne Glebe Phase 2A" dated April 18, 2006, revised through September 5, 2006, and recorded in the aforesaid Clerk's Office in Plat Book 23 at page 67, and described thereon as Lots 79-83, 88-89, 92-104, inclusive, Burberry Lane, Featherstone Drive and Campbell Drive.
4. All those certain parcels of real property contained in Phase 2, Norborne Glebe Subdivision, as shown on the plat entitled "Final Plat of Norborne Glebe Phase 2" dated May 8, 2006, revised through September 21, 2006, and recorded in the aforesaid Clerk's Office in Plat Book 23 at page 97, and described thereon as Lots 105-110, 140-159, 174-181, inclusive, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Open Space Parcel D, Casorsa Drive, Seaton Lane, Campbell Drive, Santmyer Way and Candlewood Drive.
5. All those certain parcels of real property contained in Phase 3, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 3" dated June 19, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 405, and described thereon as Lots 90-91, 111-125, 133-139, 160-166, Open Space A, Open Space B, Barksdale Drive, Penticton Way, Stone Lane, Okanagan Drive.
6. All those certain parcels of real property contained in Phase 4, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389, and described thereon as Lots 182-189, 205-218, 240-246, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Open Space Parcel D, Courier Drive, Casorsa Drive, Tornworth Drive and Candlewood Drive.
7. All those certain parcels of real property contained in Phase 5, Norborne Glebe Subdivision, as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5"

dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502, and described therein as Lots 126-132, 167-173, 190-204, 219-239, Open Space Parcel A, Open Space Parcel B, Open Space Parcel C, Courier Drive, Okanogan Drive, Graywood Lane and Barkdale Drive.

8. A portion of that certain parcel real property denoted as Residue on the plat entitled "Plat of Correction Norborne-Glebe Phase 1" dated June 18, 2002 and revised through October 29, 2007, and recorded in the Office of the Clerk of the County Commission in Plat Book 25 at page 55, containing 13,127 square feet, more or less, and described as follows:

Beginning at a point along the southerly line of Courier Drive as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 4" dated June 7, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 389, and being the northeasterly corner of Lot 240 as described thereon; thence with the southerly line of Courier Drive thence SOUTH 78°43'27" EAST 78.61 FEET to a point; thence continuing with the southerly line of Courier Drive as shown on the plat entitled "Final Subdivision Plat of Norborne Glebe Phase 5" dated September 9, 2013, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 502 SOUTH 78°43'27" EAST 30.78 FEET to a point being the northwesterly corner of Lot 239 as shown on said plat; thence departing Courier Drive and running with the westerly line of Lot 239 SOUTH 11°16'33" WEST 120.00 FEET to the southwesterly corner of Lot 239; thence departing Lot 239 and running through the above referenced Residue NORTH 78°43'27" WEST 109.39 FEET to the southeasterly corner of Lot 240 referenced above; thence with said Lot 240 NORTH 11°16'33" EAST 120.00 FEET to the point of beginning.

TOGETHER WITH a non-exclusive easement across the right of way easements and roads contained in the subdivision shown on the aforementioned plats of phases 2, 2a, 3, 4 and 5 of Norborne Glebe Subdivision for the purpose of ingress and egress between the property and the public road and non-exclusive easements within the sanitary sewer, sewer, storm drain, and waterline easements as shown on the aforesaid plats of phases 1, 2, 2a, 3, 4 and 5 of Norborne Glebe Subdivision for the purpose of the conveyance of storm water, sewer and water in connection with future development of this Parcel 1.

AND BEING a part of the real estate that was conveyed unto Arcadia Communities, Inc., a Virginia Corporation from the Arcadia *Inter Vivos* Trust, by deed dated July 23, 2012, and recorded in the aforesaid Clerk's Office in Deed Book 1114 at page 471.

It is the intention that this TRACT SIX contain all the property to the south of SWM Facility Parcel J as it is shown on the Plat entitled "Final Plat of Arcadia-Norborne Glebe, L.L.C." dated April 9, 2007, revised through November 17, 2007, and recorded in the aforesaid Clerk's Office in Plat Book 25 at page 6; to the south of the southern boundary of the property depicted on the plats for Phases 4 and 5 of Norborne Glebe Subdivision as shown on the respective plats for these phases and to the south of the parcel described in item 8 of the less and excepting provisions above. The following is a more particular description of the TRACT SIX:

Beginning at an iron rod found as shown on a plat by William H. Gordon and Associates, Inc. recorded in the Office of the Clerk of the Jefferson County Court, WV in Plat Book 25, at page 6; thence with eleven (11) lines shown on said plat;
S 53°11'17" E 80.18' to an 18" x 5/8" rebar set; thence
S 76°15'10" E 829.04' to an 18" x 5/8" rebar set; thence
S 18°47'53" E 199.75' to an 18" x 5/8" rebar set; thence
N 71°12'07" E 76.66' to an 18" x 5/8" rebar set; thence with a curve to the left,
Chord Bearing = N 62°58'09" E, Chord Distance = 481.87-feet, Radius = 1682.55-feet,
Arc Length = 483.53-feet, to an 18" x 5/8" rebar set; thence with a curve to the left,
Chord Bearing = N 2°25'32" E, Chord Distance = 39.57-feet, Radius = 25.17-feet, Arc Length = 45.52-feet, to an 18" x 5/8" rebar set; thence,
N 49°53'08" W 370.03' to an 18" x 5/8" rebar set; thence with a curve to the left,

Chord Bearing = N 70°49'04" W, Chord Distance = 17.86-feet, Radius = 25.00-feet, Arc Length = 18.27-feet, to an 18" x 5/8" rebar set; thence with a curve to the right, Chord Bearing = N 12°05'14" W, Chord Distance = 147.57-feet, Radius = 75.00-feet, Arc Length = 208.58-feet, to an 18" x 5/8" rebar set; thence with a curve to the left, Chord Bearing = N 46°25'04" E, Chord Distance = 18.05-feet, Radius = 25.00-feet, Arc Length = 18.47-feet, to an 18" x 5/8" rebar set; thence, N 25°15'27" E 228.06' to a 5/8" iron rebar & cap set as shown on a plat by Greenway Engineering, Inc. recorded in said Clerk's Office in Plat Book 25, at page 389; thence with three lines as shown on said plat,
 S 64°44'33" E 100.00' to a 5/8" iron rebar & cap set; thence,
 S 63°55'08" E 36.35' to a 5/8" iron rebar & cap set; thence,
 S 78°43'27" E 619.72' to a 5/8" iron rebar & cap set; thence with a new line of division,
 S 78°43'27" E 109.39' to a 5/8" iron rebar & cap set as shown on a plat by Greenway Engineering, Inc. and recorded in said Clerk's Office in Plat Book 25, at page 502; thence with five (5) lines shown on said plat,
 S 78°43'27" E 805.96' to a 5/8" iron rebar & cap set; thence
 S 13°38'48" W 6.85' to a 5/8" iron rebar & cap set; thence
 S 76°21'12" E 50.00' to a 5/8" iron rebar & cap set; thence
 N 13°38'48" E 41.77' to a 5/8" iron rebar & cap set; thence
 S 76°21'12" E 154.55' to an unmarked point in a line shown on a plat by Huntley, Nyce & Associates, Ltd. and recorded in said Clerk's Office in Plat Book 25, at page 55; thence
 S 14°57'11" W 1636.80' (distance is shown on previously mentioned plat by Greenway Engineering, Inc. in Plat Book 25, at page 502) to a 5/8" rebar set; thence with fourteen (14) lines shown on said Huntley, Nyce & Associates, Ltd. plat,
 S 14°21'21" W 1439.82' to a 5/8" rebar set; thence
 N 37°36'18" W 1941.74' to a 5/8" rebar set; thence
 S 46°12'55" W 113.77' to a 5/8" rebar set; thence
 N 52°25'11" W 719.96' to a 5/8" rebar set; thence
 S 39°53'45" W 930.74' to a point (no corner identification on plat); thence
 N 42°47'30" W 307.02' to a point (no corner identification on plat); thence
 N 8°48'52" E 973.25' to a 5/8" rebar set; thence
 N 11°11'38" E 88.43' to a 5/8" rebar set; thence
 N 17°16'04" E 101.95' to a 5/8" rebar set; thence
 N 20°12'45" E 101.93' to a 5/8" rebar set; thence
 N 24°49'31" E 101.95' to a 5/8" rebar set; thence
 N 29°28'14" E 61.00' to a 5/8" rebar set; thence
 N 33°47'00" E 40.99' to a 5/8" rebar set; thence
 N 34°48'39" E 79.69' (bearing is as shown on said Huntley, Nyce & Associates, Ltd. plat in Plat Book 25, at page 55 and distance is as shown on a plat by Appalachian Surveys, Inc. recorded in Plat Book 9, at page 38) to the point of beginning, containing an area of 127.19 Acres, more or less.

With the compilation of the dimensions shown on the record plats, this description does not close geometrically. The closing bearing and distance is S 86°56'37" E 0.58'. All corners called for in this description are as shown on the plats of record. No field survey was performed for this description.

PARCEL 2: HARVEST HILLS nka ARCADIA DOWNS

TRACT ONE:

All those certain tracts or parcels of real estate with the improvements thereon, situate in Shepherdstown District, Jefferson County, West Virginia, more particularly described as follows:

PARCEL A:

Lots 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24 and 26 Harvest Hills, as more particularly designated and described upon a plat entitled "Final Plat showing Lots 1-27 HARVEST HILLS" prepared by Appalachian Surveys, Inc., dated May, 1999, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 17 at pages 45A and 45B.

PARCEL B:

Lots 1 and 2 of the William P. Henderson Minor Subdivision as more particularly shown on that plat showing the William P. Henderson Minor Subdivision dated September, 1997, as prepared by Appalachian Surveys, Inc., and recorded in the aforesaid Clerk's Office in Plat Book 15 at page 83. LESS AND EXCEPTING, therefrom Merger Parcel B, consisting of 0.205 acres and Merger Parcel C, consisting of 0.271 acres, as more particularly described in the Deed of Merger dated June 8, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 927 at page 231. TOGETHER WITH Merger Parcel A, consisting 0.142 acres and Merger Parcel D, consisting of 0.501 acres, as more particularly described in that Deed of Merger dated June 8, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 927 at page 234.

AND BEING the same real estate conveyed unto Arcadia Communities, Inc., by deed from Arcadia-Harvest Hills, LLC, dated February 29, 2012, and recorded in aforesaid Clerk's Office in Deed Book 1105 at page 600.

TRACT TWO:

All those tracts or parcels of real estate, lying and being in the Shepherdstown District, Jefferson County, Virginia, situate near Duffields, and more particularly described as follows:

PARCEL A:

Being all of "Residue B" containing 45.364 acres, as shown on a plat entitled "Plat of Survey showing Merger Parcels from Property of William P. Henderson" drawn by Appalachian Surveys, Inc., dated May 18, 1999, said plat being recorded in the aforesaid Clerk's Office in Plat Book 15 at page 83, LESS AND EXCEPTING THEREFROM, HOWEVER, the following outsale:

Deed to Arcadia-Harvest Hills, LLC, a West Virginia Limited Liability Company, recorded in the aforesaid Clerk's Office in Deed Book 998 at page 460 (Lots 1-27 Harvest Hills).

PARCEL B:

All of the parcel known as Residue A, containing 115.857 acres after merger, as shown on Plat of Survey showing Merger Parcels for property of William P. Henderson, drawn by Appalachina Surveys, Inc., and recorded in the aforesaid Clerk's Office in Plat Cabinet 16, at Slide 69.

PARCEL C:

First Parcel: Known as the Manning Place, and described as follows according to a survey dated December 3, 1867, recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book 2, Page 467, to wit:

Beginning at a stone corner to Craven Trussell; thence with the said Trussell line N. 46 E. 115 poles crossing Elk Branch to Trussell and Miller's corner; thence with Miller's line N. 30 W. 36.5 poles; thence N. 36 W. 12 poles; thence N. 41 W. 12 poles; thence N. 44 - 30 W. 12 poles; thence N. 48 - 30 W. 12 poles; thence N. 51 - 30 W. 11.5 poles; thence N. 55 - 15 W. 12 poles; thence N. 60 W. 12 poles; thence N. 64 - 30 W. 12.7 poles; thence N. 69 - 45 W. 18 poles; thence N. 76 W. 18 poles to a stone on the south side of the railroad; thence leaving the railroad and running S. 03 - 25 W. 25.1 poles to the original corner of Manning and Duffield, a pile of stone, and the same course continued in all 219.6 poles to a pile of stone in Minor Hurst's line; and thence with the same S. 74 - 41 E. 116.1 poles to the beginning, containing 191 acres, more or less.

SUBJECT TO that certain Right-of-way to Potomac Light and Power Company recorded in the aforesaid Clerk's Office in Deed Book 268 at page 347.

Second Parcel:

Being a part of the Volney Hill Farm, described as follows according to a survey by J. Jas. Skinner, S.J.C., dated March 21, 1927, and of record in the aforesaid Clerk's Office in Deed Book 128 at page 429, to wit:

Beginning at a post (7), a corner to the first parcel and the residue of the Volney Hill Tract; thence with the lines of the first parcel S. 50 - 15 W. 77.4 pole to a post (8); thence N. 70 - 40 W. 95.6 poles to a post (9); thence leaving the first parcel S. 14 - 15 W. 73.1 poles to a post (10) in Michaels' line; thence with his line S. 72-40 E. 129.8 poles to a point at a Hakenberry Tree (11); corner with the residue of the Volney Hill Tract; thence with the latter N. 17 - 15 E. 100.6 poles to a stake (12); thence N. 25-15 E. 35.2 poles to the beginning, containing 65 acres, 0 rods and 32 poles, more or less.

SUBJECT TO the Shepherdstown Light & Water Co., easement recorded in the aforesaid Clerk's Office in Deed book 134 at page 213.

AND BEING the same real estate conveyed unto Arcadia Development Co., a California Corporation, from William P. Henderson by deed dated February 12, 2004, and recorded in the aforesaid Clerk's Office in Deed Book 985 at page 363.

LESS AND EXCEPTING THEREFROM, HOWEVER, the following outsales:

1. Deed to Jefferson County Parks and Recreation Commission, recorded in the aforesaid Clerk's Office in Deed Book 1031 at page 168 (Lot B, School Lot, containing 21.8085 acres)
2. Deed to Mt. Zion AME Church, recorded in the aforesaid Clerk's Office in Deed Book 1031 at page 172 (Lot C, Church Lot, containing 2.00 Acres).

PARCEL D:

All those certain parcels of real estate with any improvements thereon and appurtenances thereunto belonging, lying and situate in the Shepherdstown District, Jefferson County, West Virginia, and more particularly bounded and described, according to a survey and plat thereof, entitled "Plat of Resurveys Showing Property of William P. Henderson," dated August 25, 2003, by Appalachian Surveys of West Virginia, LLC and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at page 71, showing thereon as Lot 16 and 17, and including all of the Grantors right, title and interest in and to the existing right of way shown on said

plat as Ex. Elk Street. The property conveyed herein comprises 0.99± acres and is identified for property tax purposes as Tax Map 24A Parcels 16 and 17.

PARCELS:

All that certain lot or parcel of real estate, with the improvements thereon and appurtenances thereunto belonging, situate near Duffields Depot in the Shepherdstown Magisterial District, Jefferson County, West Virginia, and designated as Lot 4, containing 0.2500 acres, more or less, on a plat of survey dated January 3, 2007, prepared by Terry Placanica, P.S., entitled "Plat of Resurvey, Property of Bruce Bowers, WB 14 P 251; DB 273 Pg 147, 'Drydensville' Plat - DB 96 PG 395, WB 8 PG 724" which said plat is recorded in the aforesaid Clerk's Office in Plat Book 24 at page 45, to which said plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcels hereby conveyed. Reference is also hereby made to a plat of survey of Drydensville originally prepared by Jn. Hess in 1978, a copy of which said plat is attached to, made a part of and incorporated in a deed dated November 21, 1905, from Jonathan E. Burns, et ux., to George S. Houser, recorded in the aforesaid Clerk's Office in Deed Book 96 at page 392.

PARCELS 1 AND 2 BOTH BEING a part of the real estate that was conveyed unto Arcadia Inter Vivos Trust, by Deed dated October 19, 2015, and recorded in the aforesaid Clerk's Office in Deed Book 1163 at page 351.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Todd Wilt**

Department or Organization: **City of Ranson**

Estimation of amount of time needed for appointment: **15 minutes**

Date Requested – 1st Choice: **First Available**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **City of Ranson, Annexation of District 2; Map 08; Parcel 29.3, Parcel ID: 0008-0029-0003**

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

Request of property owner, Estate of Jeffrey Clarence Haymaker, Deceased to annex 3.0 acres into the City of Ranson

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

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

Provide exact financial impact/request:

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

Move that the proposed Order Approving and Confirming the Annexation to the City of Ranson a parcel of real estate containing 3.0 acres, more particularly described as the Subject Property in the municipal corporation's Certificate dated January 2, 2024, presently located in the Charles Town District, Jefferson County, West Virginia, and owned by Estate of Jeffrey Clarence Haymaker, Deceased, as provided by West Virginia Code §§ 8-6-4 & 8-6-4a (Annexation Without an Election).

Attach supporting documents for request, or request may be denied. **Supporting Documents Attached**

If not attached, explain:

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

Contact Information: **Todd Wilt**

Email address: twilt@ransonwv.us

Phone Number: **304-725-1010**

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

City of Ranson



RANSON

AT THE CENTER OF OPPORTUNITY

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 | Fax (304) 728-8579

Keith D. Pierson - Mayor

Council Members:

Mike Anderson
Andy Colandrea
Tommy Custer
Amanda Stroud
Herbie McDaniel
Ken Suits

January 3, 2024

Jefferson County Commission
Attn: County Administrator, Edwina Benites
Post Office Box 250
Charles Town, WV 25414

Re: Request for Inclusion on County Commission Agenda

Dear Mrs. Benites,

Enclosed please find a completed Agenda Request Form along with a Certificate from the City of Ranson, West Virginia to annex real estate without an election. Also enclosed is a proposed Order Approving and Confirming the Annexation to the City of Ranson.

I request that this Certificate be included on the first available agenda of the County Commission.

Thank you for reviewing and considering this request. If you have any questions, please do not hesitate to reach out to Todd Wilt by email at twilt@ransonwv.us or by phone at 304-725-1010.

Sincerely,

Todd Wilt
City Manager

Enclosures

An Ordinance of the Ranson City Council, to Annex 3.0 Acres of Land into the City of Ranson, Pursuant to §8-6-4a. Annexation Without Election for Municipalities in Counties that have an Adopted Countywide Zoning Ordinance Which Includes Urban Growth Boundaries and to Zone the Annexed Land as New Community, Transect District 4 (T4).

Whereas, West Virginia Code §8-6-4a authorizes municipalities that have adopted countywide zoning with urban growth boundaries, to annex property using the following procedure; (c) Procedure for a municipality to annex property within an urban growth boundary. (1) If the proposed property to be annexed by a municipality is entirely within the municipality's designated urban growth boundary, then the municipality may annex without an election the proposed property pursuant to the provisions of §8-6-4 of this code. Agreement with the county commission is not required.

Whereas, §8-6-4 authorizes the governing body of a municipality to, by ordinance, provide for the annexation of additional territory without ordering a vote on the question if: (1) a majority of the qualified voters of the additional territory file with the governing body a petition to be annexed; and (2) a majority of freeholders of the additional territory, whether they reside or have a place of business within or not, file with the governing body a petition to be annexed;

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

Whereas, on June 16, 2023 the Estate of Jeffrey Clarence Haymaker, Deceased submitted a Freeholder Petition for Annexation requesting annexation of ± 3.00 acres of property located in District 2; on Map 08; shown as Parcel 29.3 further described as Jefferson County, West Virginia, Map/Parcel# 0008-0029-0003 to be annexed into the municipal boundary of the City of Ranson.

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

Whereas, the Jefferson County Commission shall subsequently enter an order and the corporate limits of the municipality shall be as set forth therein;

Whereas, the land proposed for annexation is located wholly within the Ranson's currently designated and approved Urban Growth Zone.

Whereas, the Estate of Jeffrey Clarence Haymaker, Deceased, is identified as the only freeholders and qualified voters of the property proposed for annexation and the applicant has submitted a written and signed petition to the City of Ranson attesting to the same;

Whereas,, annexation of this land into the municipal boundaries and zoning it for New Community, Transect District 4 (T4) use will allow for continued orderly growth in an area where similar growth is occurring and the intended use of this parcel will continue that same pattern of growth; and

Whereas, the proposed annexation and zoning has been determined to be consistent with the city's comprehensive plan by the Ranson Planning Commission on October 2, 2023;

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

LET IT BE FURTHER ORDAINED BY THE CITY OF RANSON, that the municipality approves and ordains the requested annexation of approximately 3.0 acres of land owned by the Estate of Jeffrey Clarence Haymaker, deceased into the corporate boundaries and recommends a zoning map amendment allowing for New Community, Transect District 4 (T4) use on the property.

This Ordinance shall take effect upon enactment.

Adopted on First
Reading: December 19, 2023

Public Hearing: January 2, 2024

Adopted on Second
Reading: January 2, 2024

Enacted this 2nd day of January 2024


Keith D. Pierson

ATTEST:


Darla Armstrong
City Clerk

AFFIX CITY SEAL



CERTIFICATE OF THE CITY OF RANSON, WEST VIRGINIA TO ANNEX WITHOUT AN ELECTION UNDER THE PROVISIONS OF WEST VIRGINIA CODE §§ 8-6-4 & 8-6-4a A PARCEL OF REAL ESTATE CONTAINING APPROXIMATELY 3.0 ACRES PRESENTLY LOCATED IN THE CHARLES TOWN DISTRICT, JEFFERSON COUNTY, WEST VIRGINIA, DESCRIBED WITH MORE PARTICULARITY IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, IN DEED BOOK 1261, AT PAGE 61, et seq., AND OWNED BY ESTATE OF JEFFREY CLARENCE HAYMAKER, DECEASED.

WHEREAS, Estate of Jeffrey Clarence Haymaker, Deceased is the owner of a parcel of real estate containing approximately 3.0 acres presently located in the Charles Town District, Jefferson County, West Virginia, and more particularly described as follows (hereinafter, the "Subject Parcel"):

Parcel One:

All that certain parcel of real estate and the appurtenances thereunto belonging, situate about two (2) miles northeast of Charles Town, in the Charles Town District of Jefferson County, West Virginia, and located on the north side of the public road leading from Charles Town to Harpers Ferry known as U.S. Route 340, (1) containing three (3) acres, and being more particularly designated and described in accordance with a survey and plat thereof made by Oliver Cump & Associates, Inc. dated February 23, 1976, entitled "Outsale Lot For Shendo Limited Partnership" and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 403 at Page 328.

BEING a portion of Parcel 1 conveyed to the City of Charles Town by Gerald A. Miller by deed dated December 28, 2000, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 944, Page 3.

CURRENT PROPERTY ADDRESS: 19-02-0008-0029-0003, (OFF OLD COUNTRY CLUB RD) Charles Town, WV 25414

AND BEING the same parcel of real estate conveyed to Jeffery Haymaker from the City of Charles Town by deed dated May 19, 2021, and recorded in the aforesaid Clerk's Office in Deed Book 1261, at Page 61 (a copy of which deed is attached hereto as Exhibit A).

WHEREAS, Estate of Jeffrey Clarence Haymaker, Deceased requested annexation of the Subject Parcel into the City of Ranson (the "City") as evidenced by a Petition for Annexation and Zoning dated June 16, 2023 (the "Petition"), a copy of which Petition is attached hereto as Exhibit A; and

WHEREAS, West Virginia Code ("Code") Section 8-6-4a provides for annexation without election and applies to municipalities in counties that have adopted a countywide zoning ordinance with designated urban growth boundaries and, prior to January 1, 2009, have adopted local impact fees pursuant to the

provisions of Code Section 7-2-1, *et seq.*; Jefferson County, West Virginia, has adopted a countywide zoning ordinance with designated urban growth boundaries and has, prior to January 1, 2009, adopted local impact fees; and Code Section 8-6-4a is accordingly applicable to the City; and

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

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

WHEREAS, three boundaries, comprising a majority of the property boundary of the Subject Parcel are adjacent to and contiguous with the existing corporate boundary of the City of Ranson, and the proposed annexation is consistent with the City's Comprehensive Plan; and

WHEREAS, Code Section 8-6-4(g) provides that, if satisfied that a petition is sufficient in every respect, the governing body of a municipality shall enter that fact upon its journal and forward to the county commission a certificate to that effect, and the county commission shall thereupon enter an order as described in Code Section 8-6-3, following which the corporate limits of the municipality shall include the annexed property; by Ordinance duly adopted January 2, 2024, a copy of which is attached hereto as Exhibit A, the Council of the City found the Petition to be sufficient in every respect and approved the requested annexation of the Subject Parcel; and, accordingly, the City thereby provided for annexation of the Subject Parcel into the City pursuant to the provisions of Code Sections 8-6-4, Annexation without an election, and 8-6-4a, Annexation without election for municipalities in counties that have an adopted countywide zoning ordinance which includes urban growth boundaries, subject only to the final Order of the Jefferson County Commission recognizing said annexation;

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

voter, and freeholder of the Subject Parcel, is sufficient in every respect in regard to the annexation into the City of the Subject Parcel; (iv) that the Council of the City has by Ordinance provided for annexation of the Subject Parcel; and (v) a copy of this Certificate, together with a copy of said Ordinance, has been filed with the records of the City; and

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

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

Dated this 2 day of January, 2024.

CITY OF RANSON, WEST VIRGINIA, a municipal corporation,



Keith D. Pierson
Mayor

Attest:



Darla Armstrong
City Clerk

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

ORDER APPROVING AND CONFIRMING THE ANNEXATION TO THE CITY OF RANSON A PARCEL OF REAL ESTATE CONTAINING APPROXIMATELY 3.0 ACRES PRESENTLY LOCATED IN THE CHARLES TOWN DISTRICT, JEFFERSON COUNTY, WEST VIRGINIA, AND OWNED BY ESTATE OF JEFFREY CLARENCE HAYMAKER, DECEASED, AS PROVIDED BY WEST VIRGINIA CODE §§ 8-6-4 & 8-6-4a (ANNEXATION WITHOUT AN ELECTION).

This _____ day of _____, 2024, came the City of Ranson, West Virginia, a municipal corporation, and moved the County Commission of Jefferson County, West Virginia, to approve and confirm the annexation by the City of Ranson of one parcel of real estate consisting of 3.0 acres and more particularly described as follow (hereinafter, the "Subject Parcel"):

Parcel One:

All that certain parcel of real estate and the appurtenances thereunto belonging, situate about two (2) miles northeast of Charles Town, in the Charles Town District of Jefferson County, West Virginia, and located on the north side of the public road leading from Charles Town to Harpers Ferry known as U.S. Route 340, (1) containing three (3) acres, and being more particularly designated and described in accordance with a survey and plat thereof made by Oliver Cump & Associates, Inc. dated February 23, 1976, entitled "Outsale Lot For Shendo Limited Partnership" and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 403 at Page 328.

BEING a portion of Parcel 1 conveyed to the City of Charles Town by Gerald A. Miller by deed dated December 28, 2000, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 944, Page 3.

CURRENT PROPERTY ADDRESS: 19-02-0008-0029-0003, (OFF OLD COUNTRY CLUB RD) Charles Town, WV 25414

AND BEING the same parcel of real estate conveyed to Jeffery Haymaker from the City of Charles Town by deed dated May 19, 2021, and recorded in the aforesaid Clerk's Office in Deed Book 1261, at Page 61.

It appearing by the Certificate of the City of Ranson ("Certificate") filed this date with the Jefferson County Commission and by a Petition for Annexation of the Subject Parcel by the property owner dated June 16, 2023 and attached to said Certificate, that the sole owner and freeholder of the Subject Parcel has requested that the hereinabove referred to real estate be annexed to and become a part of the City of Ranson.

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

It further appearing from the said Certificate that three boundaries of the Subject Parcel are adjacent to and contiguous with the existing corporate boundary of Ranson.

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

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

This Order shall take effect this _____ day of _____, 2024.

JEFFERSON COUNTY COMMISSION

By: _____
Steve Stollipher, President

Dated this _____ day of _____, 2024.

ATTEST:

Clerk of the County Commission of
Jefferson County, West Virginia

HOY SHINGLETON
LAW OFFICE OF HOY SHINGLETON
115 AIKENS CENTER SUITE 24
MARTINSBURG WV 25404-6210

Jefferson County
Jacqueline C Shadle, Clerk
Instrument 202100006916
05/24/2021 @ 10:04:32 AM
DEED
Book 1261 @ Page 61
Pages Recorded 3
Recording Cost \$ 26.00

After Recording Please Return To:
Law Offices of Hoy Shingleton, L.C.
115 Aikens Center, Suite 24
Martinsburg, WV 25404

DEED

THIS DEED made and entered into this 19 day of May, 2021, by and between, CITY OF CHARLES TOWN, a municipal corporation, Grantor and party of the first part, and JEFFREY HAYMAKER, Grantee and party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the receipt of which is also hereby acknowledged, the said party of the first part does hereby bargain, sell, grant and convey unto the party of the second part, with Covenants of General Warranty in fee simple, together with all rights, improvements, privileges, rights-of-way and appurtenances thereunto belonging, the following described lot, tract, or parcel of real estate, situate, lying and being in Charles Town Magisterial District, Jefferson County, West Virginia, being more particularly described as follows, to-wit:

All that certain parcel of real estate and the appurtenances thereunto belonging, situate about two (2) miles northeast of Charles Town, in the Charles Town District of Jefferson County, West Virginia, and located on the north side of the public road leading from Charles Town to Harpers Ferry known as U.S. Route 340, (1) containing three (3) acres, and being more particularly designated and described in accordance with a survey and plat thereof made by Oliver Cump & Associates, Inc. dated February 23, 1976, entitled "Outsale Lot For Shendo Limited Partnership" and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 403 at Page 328, TOGETHER WITH a non-exclusive easement over all of the streets and roads of Patrick Henry Subdivision as well as the existing un-platted right-of-way for access to and from this parcel. The un-platted right-of-way may be relocated, at Grantor's expense, for future building plans of the Grantor's and its assigns.

AND BEING a portion of Parcel 1 conveyed to the City of Charles Town by Gerald A.

Miller by deed dated December 28, 2000, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 944, Page 3.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to all those reservations, restrictions, easements and other matters of record or in existence.

By Ordinance adopted by the Council of the City of Charles Town on November 16, 2020 the City was authorized to sell the herein described parcel of real estate by public auction to the highest bidder. At said public auction the real estate was sold to Jeffrey Haymaker for the sum of thirty thousand and 00/100 Dollars (\$30,000).

DECLARATION OF CONSIDERATION OR VALUE:

Under penalties of fine and imprisonment as provided for by law, the undersigned do hereby declare that the total consideration paid for the transfer of real estate by the document to which this declaration is appended is exempt – transfer from a political subdivision of the state of West Virginia.

WITNESS the following signature and seal.

CITY OF CHARLES TOWN

ATTEST: [Signature]
City Clerk

By: [Signature]
Its: Mayor

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to wit:

The foregoing instrument was acknowledged before me on this 19 day of May, 2021, by Robert Trainor, Mayor of the City of Charles Town.

[Signature]
Notary Public
My Commission Expires: June 12, 2025



**This instrument was prepared without title examination by: The Law Offices of Hoy Shingleton, L.C.,
115 Aikens Center, Suite 24, Martinsburg, WV 25404, T: (304) 262-4773 F: (304) 262-4775**

FREEHOLDER PETITION FOR ANNEXATION

I, THE UNDERSIGNED, BEING THE FREEHOLDER OF PROPERTY SITUATED WITHIN THE AREA OF PROPOSED ANNEXATION,

HEREBY: PETITION THE CITY COUNCIL OF THE CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA, ASKING SAID COUNCIL TO ANNEX ADDITIONAL TERRITORY TO THE CITY OF RANSON PURSUANT TO THE PROVISIONS OF CHAPTER 8, ARTICLE 6, SECTION 4 OF THE CODE OF WEST VIRGINIA, AS AMENDED. THE PRECISE ADDITIONAL TERRITORY SOUGHT TO BE ANNEXED TO THE CITY OF RANSON IS THE TERRITORY SHOWN ON THE ATTACHED MAP OR PLAT AND FURTHER DESCRIBED BY COURSES AND DISTANCES, AS SHOWN UPON SAID PLAT AS REQUIRED BY LAW.

I PETITION THE CITY COUNCIL OF THE CITY OF RANSON TO PROCEED TO ANNEX THE SAID TERRITORY AND TO TAKE ALL ACTS REQUIRED BY LAW TO EFFECT SUCH ANNEXATION UNDER THE PROVISIONS OF CHAPTER 8, ARTICLE 6, SECTION 4 AND CHAPTER 8, SECTION 4A OF THE CODE OF WEST VIRGINIA.

EXHIBIT A
List of Freeholders

I, the undersigned Freeholder, hereby PETITION the Ranson City Council, pursuant to W.Va. Code §8-6-4, to annex into the City of Ranson the area comprising ± 3.00 acres, including the parcels listed below and as further described in Exhibit "B", attached.


CHARLES TOWN DISTRICT, JEFFERSON COUNTY

Map/Parcel #

Owner/Freeholder Signature and printed name

0008-0029-0003

Jeffrey Haymaker

 6/16/2023

Joleen Haymaker Administratrix
of the Estate of Jeffrey
Clarence Haymaker, Deceased

EXHIBIT B
Map or Plat
(see attached)

AGENDA REQUEST FORM



Name: Douglas Rockwell

Department or Organization:

N/A

Estimation of amount of time needed for appointment: 15 minutes

Date Requested - 1st Choice: JAN 18, 2024

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

Date Requested - 2nd Choice: Feb 1, 2024

Subject (Wording to be placed on agenda):

Payment of Attorney Fees and costs for CA, Nos. CC-19-2021 C-33, 34, 35, 36 & 4

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

+ See Attached

Is this a funding request? Y/N

Y/N

If so, how much? \$ 57,146.85

Provide exact financial impact/request:

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

See Attached

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

If not attached, explain: See Attached

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

Contact information: Douglas Rockwell EMAIL - CD Rockwell@hotmail.com

Email address: ~~cdrockwell@hotmail.com~~ Phone Number: 304-724-6845

~~cdrockwell@hotmail.com~~

FOR COMMISSION STAFF USE ONLY - FINANCIAL IMPACT/RECOMMENDATION

Rockwall Request Form Attachment

As explained by others Any Amendment to the existing zoning ordinance must be consistent with the Comprehensive Plan. VV Case 8A the ~~Plan~~ PLAN requires that a non-agriculturally related commercial use (utility scale solar facility) follow a CUP process in the Rural zone. This Commission has Acknowledged this requirement. See the attached pages 14 & 27 of the Plan and memo.

On Oct. 1, 2020, by a 3-2 vote, this Commission adopted ZTA 19-03 Solar Energy Facilities Allowing utility scale facilities, as a permitted use in eight zoning districts including the Rural zone. I and others filed a law suit challenging this Amendment and, after negotiations, the Commission in Dec. 2020 withdrew the Amendment by a vote of 3-2.

On April 12, 2021 the Commission, with new members, by a 3-1 vote adopted ZTA 19-03 Solar Energy Facilities without change. Again I and others filed Civil Action Nos CC-19-2021 C-33, 34, 35, 36 and 37, challenging the Amendment and seeking attorney fees and costs. Solar developers Wild Hill and Horst (Blake Farm) joined the suit. The County and Wild Hill appealed the ruling.

Against the Commission. In addition to the ruling against the County, the Court suggested it would consider a request for Attorney fees & costs. After extensive negotiations the Appeals were dismissed.

Motion

Motion to pay Douglas Rockwell the amount of the attached invoice (\$57,146.85) in full satisfaction of the Attorney fees and costs incurred in Civil Actions Nos. CC-19-2021-C-33, 34, 35, 36 & 37. This motion will result in savings to the County of additional costs if Mr. Rockwell is forced to proceed with his claim claims.

Jefferson County's percentage of arable agricultural land is 54.7%, more than any other county in West Virginia. That affords the County a rich mix of urban, suburban, and agricultural environments. With that consideration in mind, the Plan strengthens proposals related to its historic farming community's economic growth. It recommends potential amendments to the Zoning Ordinance and Subdivision Regulations, which will support a more robust agricultural and artisan economy through a diversity of uses. This Plan proposes a higher density cluster provision rather than allowing rural residential developments via the Land Evaluation Site Assessment (LESA) system or Conditional Use Permit (CUP) process; and to allow the use of the a more traditional CUP process in the Rural District for non-residential uses which are compatible in scale and intensity with the rural environment and that pose no threat to public health, safety, and welfare.

What are Goals, Objectives, and Recommendations?

Goals are general guidelines that broadly describe what the community wishes to achieve over the period of the Comprehensive Plan. Goals are generally bigger in scope than objectives.

Objectives are the types of actions or activities that are recommended in order to attain the goals.

Recommendations are implementation strategies that are specific steps that would be undertaken to achieve the goals and objectives. They can involve regulatory processes or actions that provide a means for the goals and objectives to be achieved.

Goals and Objectives are what a community wishes to achieve. Recommendations are implementation strategies of how a community looks to achieve them.

Agricultural and Rural Economy Recommendations (Goal 8)

1. Support West Virginia's and Jefferson County's "Right to Farm" policies which protect the rights of existing and future farms and farmers by developing zoning standards, other legislation, and educational programs designed to reduce potential conflicts arising from the proximity of agriculture to residential development (State Code § 19-19, Section 4.5 of the County's Zoning Ordinance).
 - a. Identify and utilize a wider variety of funding sources that could serve to expand the County's farmland protection program.
 - b. Create an educational pamphlet informing developers, realtors, and potential homeowners of the offsite impacts of living adjacent to farming activities.
2. Enact Zoning Ordinance provisions to reduce the intensity of residential development in the Rural zone, other than by clustering, thereby protecting and increasing the investment potential and attractiveness of the agricultural lands for families, entrepreneurs, and businesses.
 - a. Decrease the problems of rural traffic volume and the need for additional costly public infrastructure services in rural areas while conserving areas of the Rural zone for agricultural uses and the rural economy through support for rural cluster development vs large subdivisions of new home growth.
3. Support the rural economy by amending the Subdivision Regulations to establish rural business site plan standards to include:
 - a. performance criteria, including compatible size, scale, use, intensity, traffic capacity limits, employee limits, site design standards (i.e. buffering, siting), and standards that protect public health, safety, and welfare; and
 - b. the adaptive reuse of existing historic and agricultural structures.
4. Collaborate with the County's agricultural community to assess the current land use regulations and determine what opportunities for agriculture might currently exist and what additional opportunities might be able to succeed in Jefferson County.
5. Amend the Zoning and Land Development Ordinance to permit additional non-residential rurally compatible uses.
 - a. Incorporate into the zoning provisions innovative agricultural uses including the creation of standards which permit flexibility in the sale of farm products and related auxiliary products.
 - b. Amend local land use regulations to permit non-agriculturally related commercial uses by the Conditional Use Permit (CUP) process in the Rural zone if the use is agriculturally and rurally compatible in scale and intensity, poses no threat to public health, safety, and welfare, and if the use helps to preserve farmland and open space and continue agricultural operations.





JEFFERSON COUNTY, WEST VIRGINIA

Office of Planning and Zoning

116 East Washington Street, 2nd Floor

P.O. Box 716

Charles Town, WV25414

www.jeffersoncountyvva.org

Email: planningdepartment@jeffersoncountyvva.org
zoning@jeffersoncountyvva.org

Phone: (304) 728-3228
Fax: (304) 728-8126

MEMO

TO: Planning Commission

FROM: Alexandra Beaulieu, Zoning Administrator

DATE: 07-09-19

RE: ZTA19-01, Special Event Facilities

On April 9, 2019, the Planning Commission made a motion to accept into their work plan Quintina Reddington's request to create a text amendment to allow an event facility in the Rural zoning district.

Staff has received a number of inquiries to establish event venues, typically for weddings and similar types of receptions/celebrations. Since the adoption of Section 8.14 in 2014, which allows for a Rural Event Facility in an existing structure, it has been brought to our attention that converting existing barns is cost prohibitive due to the requirements set forth in Building Code; however, under the current regulations, there are no provisions to process a newly constructed event facility in the Rural zoning district.

The draft amendment before you today proposes two types of event facilities. An Agricultural Special Event Facility, which mimics the intent of the existing provisions in Section 8.14 but proposes additional text for clarity such as a minimum acreage and that the use be accessory to an existing farm.

The second type of facility is a Special Event Facility, which is a facility that operates independent from any other use on the property. A Special Event Facility would require processing a Conditional Use Permit to operate in the Rural, Residential Growth, and Village zoning districts. The proposed text includes criteria for the Board of Zoning Appeals to consider when reviewing an application such as the proposed frequency of events, maximum building capacity, signage, etc. Requiring a Conditional Use Permit for this land use is consistent with the County Commission's 2018 revision to Appendix C to allow most Commercial Uses to process as a Conditional Use in these zoning districts. Staff also found that the proposed text is consistent with the Envision Jefferson 2035 Comprehensive Plan's recommendation to "Amend the Zoning and Land Development Ordinance to permit additional non-residential rurally compatible uses." (recommendation 5, page 77 of the Plan.)

The proposed text is also consistent with the Plan's recommendation 5.b to "Amend local land use regulations to permit non-agriculturally related commercial uses by the Conditional Use Permit (CUP) process in the Rural zone if the use is agriculturally and rurally compatible in scale and intensity, poses no threat to public health, safety, and welfare, and if the use helps preserve farmland and open space and continue agricultural operations.

ZTA19-01 - Special Event Facility

The Law Office of Kathy M. Santa Barbara, PLLC

518 West Stephen Street
Martinsburg, WV 25401
kathy@ksblawofc.com
304-264-0000

EIN#: 45-1142244

Invoice submitted to:

Mr. and Mrs. Douglas Rockwell
P.O. Box 727
Charles Town, WV 25414

July 12, 2023

In Reference To: Civil Action Nos: CC-19-2021-C-33, 34, 35, 36, 37
v. Jefferson County Planning Commission
Re.: Michael Shepp
Jefferson County Commission
Stanley W. Dunn, Jr.
Richard Zeigler
Robyn Schneiderman

Invoice # 24070

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
	Time		
3/9/2021	KSB E-mails from Mr. Rockwell; conference with legal assistant re: same; download Planning Commission documents; listen to relevant Planning Commission meeting; e-mail to Attorneys Cochran and Rohrbaugh; teleconference with Mr. Rockwell.	0.75 300.00/hr	225.00
3/23/2021	KSB Work on Petition for Certiorari; review Planning Commission documents.	2.00 300.00/hr	600.00
	KSB Teleconference with Mr. Rockwell.	0.25 300.00/hr	75.00
3/25/2021	KSB Brief teleconference with Mr. Rockwell; review memo of law; telephone call from Mr. Aitcheson; draft Request to Planning Commission re: document certification.	0.75 300.00/hr	225.00
	CLM Conference with counsel; e-mail to Jefferson County Planning Commission with copy to Attorney Cochran; teleconference with Ms. Johns at Planning Commission to confirm receipt; e-mail from Planning Commission confirming receipt.	0.25 75.00/hr	18.75
3/26/2021	KSB Work on Petition; search PACER agenda packets re: first two siding with Dunn; complete Petition; revise Verifications and send to all petitioners; e-mails to Mr. Rockwell; teleconference with Mr.	1.75 300.00/hr	525.00

			<u>Hrs/Rate</u>	<u>Amount</u>
		Rockwell.		
3/28/2021	KSB	E-mails from and to Mr. Curry; e-mails from Mr. Perry and Mr. Burke; make Mr. Rockwell's revisions to Petition and reply to e-mail; brief teleconference with Mr. Rockwell.	0.50 300.00/hr	150.00
3/29/2021	CLM	Conference with counsel re: Verifications, exhibits and revisions needed to Petition.	0.25 75.00/hr	18.75
3/30/2021	KSB	Conference with legal assistant re: new Verifications from Aitcheson and Curry; begin draft of Motion for Stay.	0.75 300.00/hr	225.00
	CLM	Conference with counsel re: Verifications and service addresses; e-file Verified Petition for each Plaintiff (x5) with Court.	1.50 75.00/hr	112.50
	KSB	Work on Motion for Stay; research re: statutory interpretation.	0.75 300.00/hr	225.00
3/31/2021	KSB	Draft Notice to be served with complaint on Notice Defendants; complete Motion for Stay; e-mail to Mr. Rockwell; brief teleconference with Mr. Rockwell; e-mail to Attorney Crawley-Woods.	1.50 300.00/hr	450.00
	CLM	Compile service documents for all Defendants; memo to and from process server re: same.	0.75 75.00/hr	56.25
4/2/2021	KSB	Draft Motion and proposed Order re: filing under lead case only; conference with legal assistant re: returns and attaching Notices as served on notice defendants; e-mails to and from Attorney Cochran with motion and proposed Order and revisions to same; conference with legal assistant re: motion and order.	1.00 300.00/hr	300.00
	KSB	Draft FOIA request re: Stolipher to Ethics Commission.	0.25 300.00/hr	75.00
	CLM	Prepare Returns of Service (x30); memo to and from process server re: same; conference with counsel; meet with process server to execute Returns; e-file Motion to Consolidate and proposed Order in all five civil actions; e-file Returns of Service in lead case.	2.50 75.00/hr	187.50
4/3/2021	CLM	E-file Service Returns for all defendants (x24) for case numbers (34 to 37).	0.50 75.00/hr	37.50
4/5/2021	KSB	E-mail to all petitioners with copy of all pleadings and status.	0.25 300.00/hr	75.00
4/6/2021	KSB	E-mail to Mr. Rockwell re: Notice of Appearance for Zigler; e-mail from Attorney Miller and reply.	0.25 300.00/hr	75.00
	KSB	E-mail from Attorney Cochran and reply re: proceedings.	0.25 300.00/hr	75.00

			<u>Hrs/Rate</u>	<u>Amount</u>
4/6/2021	KSB	Review of Court Order; teleconference with Mr. Rockwell; draft Verifications; e-mail to all petitioners with same; draft Amended Petition; draft Motion for Injunctive Relief.	3.75 300.00/hr	NO CHARGE
4/7/2021	KSB	Complete motion; draft Temporary Restraining Order; conference with legal assistant re: exhibits; e-mail from Judge's law clerk re: hearing and counsel for parties and reply; e-mails from and to law clerk and counsel.	2.25 300.00/hr	NO CHARGE
	CLM	Conference with counsel; teleconference with Mr. Aitcheson re: verifications; conference with counsel re: send verification for Motion; e-file Amended Petition with Court; e-file Motion for Temporary Restraining Order and Preliminary Injunction and proposed Order with Court; e-mail to Attorney Cochran re: same.	0.50 75.00/hr	37.50
4/8/2021	KSB	Review of order and brief review of Wild Hill filings; e-mail to Mr. Rockwell; conference with legal assistant re: Zoning Admin Subpoena; teleconferences with Mr. Rockwell; pull relevant agenda items from Planning Commission website; compile list of documents for Zoning Admin subpoena.	1.75 300.00/hr	525.00
4/9/2021	KSB	Draft Supplement to Motion for Temporary Restraining Order; e-mail to Mr. Rockwell with same; teleconference with Mr. Rockwell; revise Supplement; conference with legal assistant re: same; compile list of documents for zoning Administrator's subpoena duces tecum.	1.25 300.00/hr	375.00
	KSB	E-mail to all petitioners re: status and hearing.	0.25 300.00/hr	75.00
	CLM	Conference with counsel; prepare exhibit to supplemental Motion; e-file Supplemental Motion for Temporary Restraining Order and Preliminary Injunction and proposed Order with Court; e-mail to Attorney Cochran with same.	0.50 75.00/hr	37.50
4/12/2021	KSB	Review of County and Wild Hill's Opposition to Temporary Restraining Order; return telephone call to Mr. Aitcheson; draft Second Amended Petition with Open Meetings language; draft Exhibit A to Attorney Cochran's subpoena; e-mail to clients; attend Virtual County Commission meeting; teleconference with Mr. Rockwell; e-mail to clients.	2.50 300.00/hr	750.00
	CLM	Prepare Subpoenaes; conference with counsel re: same; memo to and from process server re: service of subpoenas.	0.25 75.00/hr	18.75
	CLM	Memo from process server re: service of subpoenaes; prepare affidavits of Service re: same; brief meeting with process server to execute and notarize same; e-file affidavit of service with Court.	0.50 75.00/hr	37.50
4/13/2021	CLM	Memo from process server re: perfected service of subpoenaes; prepare Affidavits of Service; brief meeting with process server to execute and notarize same; e-file Affidavits of Service with Court.	0.50 75.00/hr	37.50

			<u>Hrs/Rate</u>	<u>Amount</u>
4/15/2021	KSB	Review of Notice from Attorney Cochran; draft proposed Order; e-mail to Mr. Rockwell re: same; e-mail from Mr. Rockwell.	1.00 300.00/hr	300.00
4/16/2021	KSB	E-mail from Mr. Aitcheson and reply; teleconference with Mr. Rockwell re: Order and Notice; review e-mail from Attorney Cochran re: Notice; review Order submitted by Attorney Cochran; e-mail to Attorney Cochran with my proposed Order; long teleconference with Attorney Cochran to revise Order; draft letter to Judge re: joint order forthcoming; e-mails from and to Attorney Cochran with amended Order; brief review of Wild Hill and Horus Motions to Intervene; e-mail to Mr. Rockwell with Order entered by Judge; teleconference with Mr. Rockwell; attempts to reach Attorney Cochran; e-mail to Attorney Cochran with revised Order; review vacated Order; e-mail to Mr. Rockwell re: same.	1.75 300.00/hr	525.00
	CLM	Conference with counsel; e-file letter to Judge.	0.25 75.00/hr	18.75
4/19/2021	KSB	E-mail from Attorney Cochran; revise Order and e-mail to Attorney Cochran; memo to legal assistant re: filing.	0.25 300.00/hr	75.00
4/20/2021	CLM	E-file Agreed Order with Notice of Pending Litigation with Court.	0.25 75.00/hr	18.75
4/21/2021	KSB	E-mail to clients with Order; e-mail from Mr. Aitcheson and reply	0.25 300.00/hr	75.00
4/27/2021	KSB	Review of Response to Show Cause.	0.25 300.00/hr	75.00
4/28/2021	KSB	Review of Motions to intervene and [REDACTED] memo; review several cases cited; check Jefferson County land records and screen shot; draft Response in Opposition to Motions to Intervene.	3.50 300.00/hr	1,050.00
4/29/2021	KSB	E-mail from Attorney McCluskey and reply; conference with legal assistant re: service of opposition and contacting Mr. Rockwell.	0.25 300.00/hr	75.00
4/30/2021	KSB	Teleconference with legal assistant re: filing Response to Motions to Intervene and exhibit to same.	0.25 300.00/hr	75.00
	CLM	Conference with counsel; e-file Response to Wild Hill's Motion to Intervene with Court; e-file Response to Horus WV I's Motion to Intervene with Court; serve per Certificate of Service.	0.50 75.00/hr	37.50
	CLM	E-file Opposition to Motions to Intervene.	0.25 75.00/hr	18.75
5/10/2021	KSB	E-mail from Attorney Aitcheson; e-mail from Mr. Burke and reply; e-mail to all petitioners re: hearing time on May 12th; review of cases cited by Wild Hill in Motion; pull additional cases for review;	1.25 300.00/hr	375.00

			<u>Hrs/Rate</u>	<u>Amount</u>
		pull relevant pleadings for review.		
5/11/2021	KSB	Draft proposed Order denying intervention; review Wild Hill and Horus' motions to intervene and replies and check cases cited therein.	2.25 300.00/hr	675.00
5/12/2021	KSB	Prepare for oral arguments re: motion to intervene; travel to Charles Town, conference with clients, conference with opposing counsel; conference with clients; court appearance; conference with Attorney Rohrbaugh; return to office.	3.50 300.00/hr	1,050.00
5/13/2021	KSB	Teleconference with Mr. Rockwell re: CUP determination and briefing; review e-mail from Attorney Rohrbaugh; review proposed Order; e-mail to all counsel re: dates; teleconference with Attorney Barton; telephone call to Attorney Snowden's voicemail; telephone call to Attorney Rohrbaugh's voicemail; teleconference with Attorney Snowden; teleconference with Attorney Rohrbaugh.	1.25 300.00/hr	375.00
5/20/2021	KSB	Teleconference with Mr. Rockwell; teleconference with Attorney Rohrbaugh; teleconference with Mr. Rockwell; e-mail to Mr. Rohrbaugh re: certified record.	0.75 300.00/hr	225.00
5/24/2021	KSB	E-mail from Mr. Rockwell; pull agenda items referenced in e-mail; e-mail from Attorney Rohrbaugh.	0.25 300.00/hr	75.00
6/4/2021	KSB	Draft Motion for Stay; conference with legal assistant re: same; e-mail to Zoning Administrator re: request for certified copies and reply; e-mail to Attorneys Cochran and Rohrbaugh.	1.75 300.00/hr	525.00
6/6/2021	KSB	Review of e-mail from Mr. Rockwell; download Wild Hill Solar packet; download certified record; telephone call to Mr. Rockwell's voicemail; review of Special Events and Commercial Cemeteries memo from Planner to PACER; and review of documents in agenda packet for June 8 concept plan review.	1.25 300.00/hr	375.00
6/7/2021	KSB	Teleconference with Mr. Rockwell; begin review of notation of certified record.	1.50 300.00/hr	450.00
6/8/2021	KSB	Continued review of certified record.	2.00 300.00/hr	600.00
6/9/2021	KSB	Continued review of certified record and meeting recordings; e-mails to Attorney Rohrbaugh re: missing records online and in DropBox; begin draft of Brief.	4.50 300.00/hr	1,350.00
6/11/2021	KSB	Follow-up e-mail to Attorneys Rohrbaugh and Cochran; e-mail from Attorney Rohrbaugh.	0.25 300.00/hr	75.00
6/12/2021	KSB	Review of additional recordings; work on brief; further research re: writ of certiorari and prohibition, open meetings and ethics issues; e-mail to Mr. Rockwell and Mr. Aitchison with factual background.	7.50 300.00/hr	2,250.00

			<u>Hrs/Rate</u>	<u>Amount</u>
6/13/2021	KSB	Work on brief; review of Mr. Rockwell's notes; brief teleconference with Mr. Rockwell; amend facts to include additional conflict information; review May 5th recording; work on brief.	8.75 300.00/hr	2,625.00
6/14/2021	KSB	Amend facts; work on brief; review of Wild Hill and County responses to pleadings; work on brief; compile exhibit; conference with legal assistant re: same; complete brief; conference with legal assistant re: filing and exhibits.	12.50 300.00/hr	3,750.00
	CLM	Conference with counsel; compile exhibits; scan in and e-file Petitioner's Brief and exhibits (filed in 4 parts due to size) with Court.	1.50 75.00/hr	112.50
6/15/2021	KSB	E-mails to all clients with brief and exhibits.	0.25 300.00/hr	75.00
6/25/2021	KSB	Draft Amended Petitions; draft Motion for Leave to Amend; conference with legal assistant re: same.	2.00 300.00/hr	600.00
	CLM	Conference with counsel; e-file Motion to Amend Petitions with Court.	0.25 75.00/hr	18.75
7/6/2021	KSB	Brief teleconference with Mr. Rockwell; review Horus Memo of Law.	0.75 300.00/hr	225.00
7/7/2021	KSB	Review of Wild Hill and County's Responses; pull and briefly review cases cited by other parties.	2.50 300.00/hr	750.00
7/8/2021	KSB	Begin review of case law cited in Response Briefs.	2.50 300.00/hr	750.00
7/9/2021	KSB	Complete Reply Brief.	6.50 300.00/hr	1,950.00
	CLM	Conference with counsel; e-file Reply Brief with Court.	0.25 75.00/hr	18.75
7/13/2021	KSB	Teleconference with Mr. Rockwell; begin to prepare for oral argument.	3.50 300.00/hr	1,050.00
7/14/2021	KSB	Complete prep for oral argument; travel to Charles Town, attend oral argument; return to office.	5.00 300.00/hr	1,500.00
7/21/2021	KSB	Work on draft of reply and pull additional cases and review for same.	2.75 300.00/hr	825.00
	KSB	Research and work on brief.	2.25 300.00/hr	675.00
7/22/2021	KSB	Teleconference with Mr. Rockwell; revise into; draft Reply brief to include arguments re: causes of action and address arguments of respondents; conference with legal assistant re: filing.	6.75 300.00/hr	2,025.00

			<u>Hrs/Rate</u>	<u>Amount</u>
7/22/2021	SLF	E-file Letter to Judge.	0.25 75.00/hr	18.75
7/23/2021	KSB	E-mail to and from Judge McLaughlin's assistant with my pleadings in Word format.	0.25 300.00/hr	75.00
	KSB	Draft proposed Order re: Amendment of Petitions.	0.75 300.00/hr	225.00
7/28/2021	KSB	E-mails from and to Judge's assistant and counsel re: TEAMS hearing date and time.	0.25 300.00/hr	75.00
	KSB	Review of hearing order and order re: amendment; check 4/12/21 minutes vs. recording; e-mail to Mr. Rockwell and Mr. Aitcheson re: same; research WV law re: effect of approved meeting minutes.	1.75 300.00/hr	525.00
	CLM	Conference with counsel; telephone calls to Jefferson County Commission office re: signed minutes - left voicemails.	0.25 75.00/hr	18.75
7/29/2021	KSB	Research re: Attorney fees and review cases re: same and meeting minutes; teleconferences with Mr. Rockwell; conference with legal assistant re: contacting court's assistant re: participation in hearing by clients; attend virtual hearing; teleconference with Mr. Rockwell.	2.50 300.00/hr	750.00
	CLM	Teleconference with Jessica at Jefferson County Commission office re: need signed copy of April 12 minutes; conference with counsel re: same.	0.25 75.00/hr	18.75
7/30/2021	KSB	Review of e-mail from Mr. Rockwell; teleconference with Mr. Rockwell; e-mail to all counsel.	0.25 300.00/hr	75.00
8/3/2021	KSB	Review of responses of Wild Hill, Horus and County to Amended Complaint; e-mail to Mr. Rockwell and Mr. Aitcheson with same.	0.25 300.00/hr	75.00
8/16/2021	KSB	Review of Order; e-mail to clients with same.	0.50 300.00/hr	150.00
8/17/2021	KSB	Research case law re: attorney fee recovery in declaratory judgment action against governmental entity, pull cases and review; begin draft of memo of law re: same.	3.50 300.00/hr	1,050.00
8/18/2021	KSB	E-mail from Mr. Aitcheson; e-mail to editor of Observer with copy of Order at request of Mr. Aitcheson; long teleconference with Attorney Kennedy re: Rule 59(e) motion and his thoughts re: PC involvement before county commission and assistance he can provide; teleconference with Mr. Rockwell; return telephone call to Mr. Pierson.	0.75 300.00/hr	225.00
8/19/2021	KSB	Work on Memo of Law.	0.50 300.00/hr	150.00

			<u>Hrs/Rate</u>	<u>Amount</u>
8/23/2021	KSB	Email from Mr. Aitcheson and reply; return telephone call from Attorney Gay re: testifying as to Pitrolo factors; email order to Attorney Gay; second email from Mr. Aitcheson.	0.50 300.00/hr	150.00
8/24/2021	KSB	E-mail from Mr. Aitcheson; teleconference with Mr. Rockwell; telephone call to Mr. Aitcheson's voicemail; attempt to attend Planning Commission special meeting via Zoom.	0.50 300.00/hr	150.00
	KSB	Work on draft of factual background for Memo of Law re: attorney fees.	0.75 300.00/hr	225.00
8/31/2021	KSB	E-mail from Mr. Aitcheson and Mr. Rockwell; e-mail to Mr. Rockwell and Mr. Aitcheson.	0.25 300.00/hr	75.00
9/9/2021	KSB	Teleconference with Mr. Aitcheson; check JCPC minutes to confirm Stolipher there in 2012; draft Affidavit; e-mail to Mr. Aitcheson with same; teleconference with Mr. Aitcheson; e-mail to Mr. Aitcheson with Affidavit in final form.	1.00 300.00/hr	300.00
	KSB	Work on memo of law re: attorneys fees; research Pitrolo hearing requirement.	1.50 300.00/hr	450.00
9/10/2021	KSB	E-mail from Attorney Dorsey with Affidavit and reply; complete factual background for memo of law.	0.75 300.00/hr	225.00
9/12/2021	KSB	Complete memo of law re: attorney's fees; draft motion and order granting re: exceed page limits; e-mail to clients with same.	3.75 300.00/hr	1,125.00
	KSB	Review 10/1/20 JCC minutes and recording; draft Request for Attorney's fees; e-mail to clients with same.	1.25 300.00/hr	375.00
9/13/2021	KSB	Teleconference with Mr. Rockwell; pull and review Ethics Commission e-mails; check statute; begin revision to memorandum of law; review County Notice of Appeal; e-mail to clients with Notice of Appeal and amended minutes.	1.00 300.00/hr	300.00
9/14/2021	KSB	Teleconference with Mr. Rockwell re: appeal and attorneys fees.	0.25 300.00/hr	75.00
	KSB	Teleconference with Mr. Rockwell; draft Notice of Appeal with all attachments; teleconference with legal assistant re: same; draft letter to clerk; e-mail to clients with Notice as filed with Circuit Clerk; e-mails from and to Mr. Aitcheson.	2.25 300.00/hr	675.00
	SLF	File Notice of Appeal with Circuit Clerk; prepare FedEx package to Supreme Court.	0.50 75.00/hr	37.50
9/15/2021	KSB	Review Wild Hill Solar Notice of Appeal; e-mail to clients with same.	0.25 300.00/hr	75.00
10/1/2021	KSB	Review Horus Rule 5(c) notices	0.25 300.00/hr	75.00

			<u>Hrs/Rate</u>	<u>Amount</u>
10/5/2021	KSB	Review 10/7 JCC Agenda Packet and 9/16 proposed minutes; review PC Agenda Packet for 10/5 meeting; e-mails to Mr. Rockwell re: same.	0.50 300.00/hr	150.00
11/8/2021	KSB	Pull additional Jefferson County minutes/agendas re: STA and comprehensive plan.	0.50 300.00/hr	150.00
11/10/2021	KSB	Review Supreme Court Scheduling Orders; teleconference with Attorney Cochran re: Rule 7 (e) list and whether there's actually any new STA; telephone call to Attorney Rohrbaugh's voicemail re: need to discuss appendix list and consolidation of appeals.	0.50 300.00/hr	150.00
11/12/2021	KSB	E-mails to and from counsel re: conference call re: Rule 7(e) and consolidation.	0.25 300.00/hr	75.00
11/15/2021	KSB	Telephonic conference with Attorney Rohrbaugh, Attorney McCluskey, and Attorney Snowden re: appendix and consolidation.	0.75 300.00/hr	225.00
	KSB	Teleconference with Mr. Rockwell.	0.25 300.00/hr	75.00
11/16/2021	KSB	Telephone call from Attorney Snowden re: motion to consolidate appeals, appendix, and County counsel must discuss with commission.	0.25 300.00/hr	75.00
11/17/2021	KSB	Teleconference with Attorney Rohrbaugh and Attorney Cochran; teleconference with Mr. Rockwell.	1.00 300.00/hr	300.00
11/19/2021	KSB	E-mails to and from Attorney Rohrbaugh; e-mail to Mr. Rockwell re: appeal.	0.25 300.00/hr	75.00
	KSB	E-mail from Attorney McLuskey with Motion re: extension to perfect appeal; e-mail from Attorney Rohrbaugh and forward to Mr. Rockwell; teleconference with Mr. Rockwell; e-mail to Attorney McLuskey.	0.50 300.00/hr	150.00
11/22/2021	KSB	E-mails from and to Attorney McLuskey and Attorney Rohrbaugh re: motion; review and revise Joint Motion; e-mail to counsel with same.	0.25 300.00/hr	75.00
11/23/2021	KSB	E-mails to all parties re: appeal and request for attorney fees in first suit; e-mail from Mr. Aitcheson and reply.	0.25 300.00/hr	75.00
11/24/2021	KSB	E-mail from Mr. Rockwell and reply; e-mail to Attorney Rohrbaugh and Attorney Cochran.	0.25 300.00/hr	75.00
11/29/2021	KSB	E-mails from and to Attorney Rohrbaugh and Mr. Rockwell; teleconference with Mr. Rockwell.	0.25 300.00/hr	75.00
11/30/2021	KSB	Conference with Legal Assistant re: conference call; e-mail to all parties with call information; participate in conference call; e-mail from Attorney McLuskey and reply; short teleconference with Mr.	0.75 300.00/hr	225.00

			<u>Hrs/Rate</u>	<u>Amount</u>
		Rockwell.		
12/10/2021	KSB	Teleconference with Mr. Rockwell; e-mail to Attorney Cochran and Attorney Rohrbaugh.	0.25 300.00/hr	75.00
12/13/2021	KSB	E-mails from Attorney Rohrbaugh and Attorney Cochran; telephone call to Mr. Rockwell's voicemail; teleconference with Mr. Rockwell; e-mail to counsel with Objective #28; review Objective 28.	0.50 300.00/hr	150.00
12/14/2021	KSB	Teleconference with Attorney Cochran, Attorney Rohrbaugh, and Mr. Rockwell.	0.50 300.00/hr	150.00
12/16/2021	KSB	E-mail from and to Mr. Rockwell; teleconference with Mr. Rockwell; review proposed bill.	0.50 300.00/hr	150.00
12/22/2021	KSB	Review of e-mail from Mr. Rockwell and reply; telephone call to Mr. Rockwell's voicemail; teleconference with Mr. Rockwell.	0.25 300.00/hr	75.00
12/28/2021	KSB	E-mails from Attorney McLusky re: conference call.	0.25 300.00/hr	75.00
12/29/2021	KSB	Telephone call from Attorney Snowden re: no need for conference call.	0.25 300.00/hr	75.00
1/28/2022	KSB	E-mail from Attorney McLuskey re: appendix.	0.25 300.00/hr	75.00
2/2/2022	KSB	Teleconference with Mr. Rockwell.	0.25 300.00/hr	75.00
	KSB	Review of brief and relevant recordings; e-mail to Ms. Watson re: transcripts; teleconferences (3) with Ms. Watson re: same.	1.75 300.00/hr	525.00
	KSB	Conference with Legal Assistant re: transcript; letter to clerk re: docket of JCC suit and review of same; e-mails from and to Attorney McLusky re: same.	0.50 300.00/hr	150.00
	KSB	Review of certified record and download additional documents for appendix.	3.00 300.00/hr	900.00
	KSB	Teleconference with Attorney Rohrbaugh and Attorney Cochran.	0.25 300.00/hr	75.00
2/3/2022	KSB	Teleconference with Attorney Koontz re: appendix; conference with Legal Assistant re: certified copy of 21-C-46 docket sheet; compile list of documents and re-scan; conference with Legal Assistant re: same; e-mail to Attorney Koontz; e-mail to Ms. Watson with caption and instructions.	2.25 300.00/hr	675.00
	TMM	Teleconference with Jefferson County Circuit Clerk re: obtaining a certified copy of docket sheet; draft and e-file letter to Clerk requesting certified docket sheet; Federal Express to Attorney	0.50 75.00/hr	37.50

			<u>Hrs/Rate</u>	<u>Amount</u>
		McLusky.		
2/3/2022	KSB	Teleconference with Attorney Rohrbaugh and Attorney Cochran re: informal mediation/negotiation.	0.25 300.00/hr	75.00
2/4/2022	KSB	E-mail from Ms. Watson; review two transcripts; teleconference with Ms. Watson re: revisions; e-mail to Ms. Watson with 3/9/21 JCPC minutes for help with Item 6 agenda item; e-mails from Attorney Rohrbaugh and Attorney Koontz and reply; e-mail to Attorney Rohrbaugh; pull 12/14/21 JCPC minutes; e-mails to Mr. Rockwell; brief teleconference with Mr. Rockwell.	1.50 300.00/hr	450.00
	KSB	E-mail from Attorney McLusky with proposed order; review proposed bill; e-mail to Mr. Rockwell with proposed order.	0.25 300.00/hr	75.00
2/7/2022	KSB	Review 3/9/21 JCPC transcript; e-mail to Ms. Watson re: same; check into HB and Judiciary Committee members; brief conference with Ms. Watson re: original transcripts and payment for same; e-mails to Mr. Rockwell; teleconferences (2) with Mr. Rockwell; check 8/16/21 Order; revise proposed Agreed Order; e-mail to all counsel with same; e-mail from Attorney McLuskey and reply.	1.00 300.00/hr	300.00
2/8/2022	KSB	Review letter and proposed agreed order from Attorney McLusky; e-mail from Mr. Rockwell; e-mail to Attorney Cochran and Attorney Rohrbaugh.	0.50 300.00/hr	150.00
2/10/2022	KSB	E-mails to and from counsel re: continuance; conference with Legal Assistant and revise letter from client to JCC; e-mail to counsel with transcripts.	0.25 300.00/hr	75.00
2/11/2022	KSB	E-mails to and from all counsel; conference with Legal Assistant re Federal Express transcripts to McLusky for appendix; e-mail to Mr. Rockwell re: continuance of appeal deadlines.	0.50 300.00/hr	150.00
2/14/2022	KSB	E-mails from Attorney Rohrbaugh and Attorney Cochran; teleconference with Mr. Rockwell; e-mails to all counsel and to county's attorneys.	0.25 300.00/hr	75.00
2/15/2022	KSB	E-mail from Mr. Rockwell; check JCC agenda packet; e-mails to and from Attorney Rohrbaugh, Attorney Cochran, and Mr. Rockwell; teleconference with Mr. Rockwell.	0.50 300.00/hr	150.00
2/16/2022	KSB	Pull relevant documents and prepare for handouts; e-mails to and from Attorney Lawson.	0.25 300.00/hr	75.00
	KSB	Travel to Charles Town; meeting with counsel and two commissioners and return to office.	1.25 300.00/hr	375.00

			<u>Hrs/Rate</u>	<u>Amount</u>
2/23/2022	KSB	Telephone call from Attorney Lawson; e-mails to and from Attorney Rohrbaugh and Attorney Cochran.	0.25 300.00/hr	75.00
2/25/2022	KSB	Travel to Charles Town; teleconference with Mr. Rockwell; meet with county commissioners and counsel; teleconference with Mr. Rockwell and return to office.	0.75 300.00/hr	225.00
3/8/2022	KSB	Teleconference with Mr. Rockwell; e-mail to Attorney Cochran and Attorney Rohrbaugh re: Friday meeting.	0.25 300.00/hr	75.00
3/10/2022	KSB	Telephone call to Mr. Rockwell; e-mails to and from Attorney Cochran and Mr. Rockwell; pull solar statute and brief review of same.	0.25 300.00/hr	75.00
3/11/2022	KSB	Travel to Charles Town, meeting with counsel and commissioners, return to office.	1.00 300.00/hr	300.00
3/14/2022	KSB	Convert Goal 28 and County's CUP provisions to Word for use during conference call; teleconference with Mr. Rockwell, revise proposed amendments and e-mail to Mr. Rockwell; e-mail from Mr. Rockwell re: edits, revise and e-mail to Mr. Rockwell.	0.75 300.00/hr	225.00
3/15/2022	KSB	E-mails from and to counsel, client, and commissioners.	0.25 300.00/hr	75.00
3/16/2022	KSB	Travel to Charles Town, meet with counsel and commissioners, return to office.	2.00 300.00/hr	600.00
	KSB	Teleconference with Mr. Rockwell; draft global settlement offer; e-mail to Mr. Rockwell re: same; teleconference with Mr. Rockwell; e-mail to County attorneys and commissioners.	0.50 300.00/hr	150.00
3/18/2022	KSB	Review entry of appearance motion and proposed order; e-mail to Mr. Rockwell with motion; telephone call from law clerk re: hearing date; review order; e-mail to Mr. Rockwell re: same.	0.50 300.00/hr	150.00
	KSB	Review counter offer and e-mail to Mr. Rockwell; teleconference with Mr. Rockwell; long teleconference with Attorney Rohrbaugh and Attorney Cochran.	0.50 300.00/hr	150.00
3/21/2022	KSB	Teleconference with Mr. Rockwell; draft counter-offer and e-mail to counsel and commissioners.	0.50 300.00/hr	150.00
3/23/2022	KSB	E-mails from and to Mr. Rockwell; return telephone call to Attorney Rohrbaugh and Attorney Cochran; conference with Legal Assistant re: compiling fees and expenses for second suit and review of same; telephone call to Mr. Rockwell's voicemail; teleconference with Mr. Rockwell; review County's proposed counteroffer; teleconference with Mr. Rockwell; e-mails to Mr. Rockwell and County attorneys.	0.75 300.00/hr	225.00

			<u>Hrs/Rate</u>	<u>Amount</u>
3/27/2022	KSB	Review e-mails from Mr. Rockwell; revise proposed Agreed Order; e-mail to Mr. Rockwell with same; text to Mr. Rockwell; download all exhibits; memo to Legal Assistant re: information for subpoena.	1.50 300.00/hr	450.00
3/28/2022	KSB	Review and revise status report to Supremes; e-mail to all counsel with same.	0.25 300.00/hr	75.00
4/6/2022	KSB	E-mail from Mr. Rockwell; redact invoices; e-mail to Attorney Rohrbaugh and Attorney Cochran.	0.25 300.00/hr	75.00
5/2/2022	KSB	E-mails from and to Mr. Rockwell.	0.25 300.00/hr	75.00
5/3/2022	KSB	Teleconference with Mr. Rockwell.	0.25 300.00/hr	75.00
5/16/2022	KSB	E-mail from Attorney McLusky with status for Supreme Court and review; e-mail from Attorney Rohrbaugh re: same; reply e-mail to all counsel; e-mail to Attorney Rohrbaugh and Cochran with redacted invoices for suit.	0.25 300.00/hr	75.00
6/23/2022	KSB	(Appeal) E-mails to and from Attorney McLusky re: appeal moot.	0.25 300.00/hr	75.00
6/28/2022	KSB	(Appeal) Teleconference with Mr. Rockwell	0.25 300.00/hr	75.00
7/1/2022	KSB	(Appeal) Check Rules of Appellate Procedure, status reports and time line; draft Motion to Dismiss Appeal; e-mail to Mr. Rockwell with same; teleconference with Mr. Rockwell; e-mail to counsel.	1.50 300.00/hr	450.00
7/5/2022	KSB	(Appeal) E-mail from Attorney McLusky with proposed status report to Supreme Court and review.	0.25 300.00/hr	75.00
7/6/2022	KSB	(Appeal) Teleconference with Mr. Rockwell; review and revise Motion; conference with Legal Assistant re: filing; check Appellate Rules; letter to clerk with same; e-mail to counsel re: same.	0.50 300.00/hr	150.00
7/19/2022	KSB	Review Wild Hill Response to Motion to Dismiss Appeal.	0.25 300.00/hr	75.00
10/3/2022	KSB	E-mail from Mr. Rockwell; draft supplement to Motion to Dismiss; conference with legal assistant re: e-filing, and revise certificate of service.	0.50 300.00/hr	150.00
10/11/2022	KSB	Review Wild Hill reply to Motion to Dismiss; e-mail to Mr. Rockwell with same.	0.25 300.00/hr	75.00

	<u>Hrs/Rate</u>	<u>Amount</u>
12/21/2022 KSB E-mail to Attorney McLusky re: filing of supplement to response to motion to dismiss appeal and reply.	0.25 300.00/hr	75.00
7/11/2023 KSB Compile additional facts since Final Order; revise Motion for attorney fees, motion to exceed page limit, and proposed order; conference with Legal Assistant re: revising invoices to compile all fees and all expenses separately for entire time period.	2.50 300.00/hr	750.00
SUBTOTAL:	[194.00	53,475.00]
For professional services rendered	194.00	\$53,475.00

Additional Charges :

Expense

3/30/2021 Filing fee - Burke Complaint	301.60
Filing fee - Perry Complaint	301.60
Filing fee - Rockwell Complaint	301.60
Filing fee - Curry Complaint	301.60
Filing fee - Aitcheson Complaint	301.60
Fax	0.50
3/31/2021 Research expense.	12.04
Service Fee (Verified Petition, Notice, and Motion for Stay) upon Defendant and five Notice Defendants.	240.00
4/7/2021 Postage	15.40
4/8/2021 Photocopy fee.	42.80
4/9/2021 Postage	3.60
4/12/2021 Service Fee - Subpoenas served upon Alexandra Beaulieu and Nathan Cochran, Esq.	130.00
4/13/2021 Mileage.	0.50
Photocopy fee.	25.60
4/14/2021 Mileage.	16.50

	<u>Amount</u>
4/30/2021 Postage	1.42
Research expense.	154.72
Photocopy fee.	13.10
5/11/2021 Postage	2.40
5/12/2021 Mileage.	16.50
6/30/2021 Research expense.	162.91
7/12/2021 Fax	2.00
7/31/2021 Research expense.	406.72
8/31/2021 Research expense.	94.17
9/9/2021 Photocopy fee.	6.30
9/14/2021 Postage	4.72
Filing fee - Supreme Court	200.00
FedEx to Supreme Court of Appeals (not previously billed)	40.02
2/3/2022 Research expense.	62.18
FedEx - Certified Docket Sheet to Attorney McLusky.	27.11
2/7/2022 Transcript Cost	449.45
2/10/2022 Fax - 5 pages @ .10 per page	0.50
3/11/2022 Mileage - Travel to Charles Town	9.65
3/16/2022 Mileage - Travel to Charles Town	9.65
7/6/2022 (Appeal) Postage - Motion to Dismiss to Attorney Cochran	0.73
(Appeal) Postage - Motion to Dismiss to Attorney Saunders and Attorney Samples	0.73
(Appeal) Postage - Motion to Dismiss to Attorney McLusky, Attorney Snowden and Attorney Koontz.	0.73
(Appeal) Postage - Motion to Dismiss to Supreme Court of Appeals	2.56
10/3/2022 Postage - Supplement to Motion to Dismiss mailed to Attorney Cochran.	2.16
Postage - Supplement to Motion to Dismiss mailed to Attorney Rohrbaugh.	2.16

Mr. and Mrs. Douglas Rockwell

Page 16

	<u>Amount</u>
10/3/2022 Postage - Supplement to Motion to Dismiss mailed to Attorney Saunders and Attorney Samples.	2.16
Postage - Supplement to Motion to Dismiss mailed to Attorney McLusky, Attorney Snowden, and Attorney Koontz.	2.16
SUBTOTAL:	[3,671.85]
Total costs	\$3,671.85
Total amount of this bill	\$57,146.85
Balance due	\$57,146.85

PLEASE NOTE: INVOICE PAYMENTS MADE BY CREDIT CARD WILL INCUR AN ADDITIONAL 3% FEE

*****CREDIT CARD AUTHORIZATION*****

WE ACCEPT CREDIT CARDS CARD TYPE: VISA MASTERCARD DISCOVER
(please circle one)

AMOUNT: _____ CARD NUMBER: _____

EXPIRATION DATE: _____ SIGNATURE: _____

CREDIT CARD BILLING ZIP CODE: _____

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Dick Myers, DD - Jefferson County OHSEM

Department or Organization: Jefferson County Office of Homeland Security and Emergency Management.

Estimation of amount of time needed for appointment: 10-15 minutes depending on the Commissions questions

Date Requested – 1st Choice: **January 18, 2024**

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

Date Requested – 2nd Choice:

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

- Approval to adopt the 2023 Jefferson County Multi-Jurisdictional Hazard Mitigation Plan.
- Approval to release the funds in the amount of \$57, 000.00 to Michael Baker International.

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

- Jefferson County OHSEM received a \$60,000 grant to update our 5 yr. Multi-Jurisdictional Hazard Mitigation Plan. The County Commission agreed with our recommendation to contract with Michael Baker International in the amount of \$57,000. The process was started in May with our first meeting and was completed and sent to the State Hazard Mitigation Officer (Gabriel Reed) for their approval. Mr. Reed in turn forwarded to FEMA Region 3 Planner (William Kuhn) for their approval. With some modification the plan was approved by FEMA Region 3 on January 4, 2024. We are requesting the County Commission adopt the plan as approved by FEMA Region 3. With the plan being a Multi-Jurisdictional Plan we will also be asking the Municipalities to adopt the plan as well. Lastly, we are asking the Commission to release the funds in the amount of \$57,000.00 to Michael Baker International having met their obligation within the contract signed by the Jefferson County Commission.

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

If so, how much? \$

Provide exact financial impact/request:

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

Motion # 1 – I move that the Jefferson County Commission adopt the 2023 Multi-Jurisdictional Hazard Mitigation Plan as approved by the WV State Hazard Mitigation Office and FEMA Region 3.

Motion # 2 – I move that the Jefferson County Commission release the funds in the amount of \$57,000.00 to Michael Baker International having met their obligation within the contract that was signed by the Jefferson County Commission.

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: dmyers@jeffersoncountywv.org

Phone Number: 304-728-3329

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



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

PRESIDENT

Steve Stolipher

VICE PRESIDENT

Jane Tabb

COMMISSIONER

Tricia Jackson

COMMISSIONER

Jennifer Krouse

COMMISSIONER

Pasha Majidi

RESOLUTION – JEFFERSON COUNTY COMMISSION

WHEREAS natural, technological, and man-made hazards can affect Jefferson County; and

WHEREAS significant structural, historical, and economic losses could result from an occurrence of a natural, technological, or man-made hazard events; and

WHEREAS undertaking mitigation projects during pre-disaster periods could decrease the total losses Jefferson County incurs as a result of said hazard occurrences.

AND WHEREAS the Jefferson County Commission has a strong interest in reducing losses from future hazard occurrences; and

WHEREAS the hazard mitigation plan is a federal and state requirement to maintain eligibility for hazard mitigation funding, and, by that requirement, must be updated a minimum of every five years; and

WHEREAS a cooperative, joint effort is a proven, efficient way to plan for and reduce hazard susceptibility in all government jurisdictions in Jefferson County, West Virginia.

THEREFORE the Jefferson County Commission has undertaken a project to update the existing *Jefferson County Multi-Jurisdictional Hazard Mitigation Plan*, previously adopted in 2002, 2008, 2013 and 2018, in an effort to further identify, define, and characterize the hazards affecting Jefferson County as well as to continue identifying and prioritizing projects that could lessen hazard vulnerability.

NOW BE IT RESOLVED THAT the Jefferson County Commission does hereby adopt the updated *Jefferson County 2023 Multi-Jurisdictional Hazard Mitigation Plan* this ____ day of _____, 20__.

SIGNED: _____

President, Jefferson County Commission

Witness

Michael Baker
INTERNATIONAL

Client Agreement

THIS AGREEMENT entered into this 11th day of April 2023, by and between Michael Baker International, Inc. (hereinafter "**MICHAEL BAKER**") with offices at 400 Washington Street East, Suite 301 Charleston, WV 25301, and Jefferson County Commission (hereinafter, "**CLIENT**"), with offices at 124 East Washington Street, Charles Town, WV 25414.

WHEREAS, the **CLIENT** is in the business of County government planning and zoning, and desires **MICHAEL BAKER** to perform certain planning and technical services.

WHEREAS, **MICHAEL BAKER** is in the business of providing hazard mitigation planning and technical services and desires to perform such services for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **MICHAEL BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **MICHAEL BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Upon invoice, and final approval by the County Commission, West Virginia Emergency Management Division (WV EMD), and FEMA, payment will be made in one lump sum.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **MICHAEL BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **MICHAEL BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **MICHAEL BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

6. **COMPLIANCE WITH LAWS.** MICHAEL BAKER shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by CLIENT, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by CLIENT, by operation of law or otherwise, without the express prior written consent of MICHAEL BAKER which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY MICHAEL BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by MICHAEL BAKER, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by MICHAEL BAKER, by operation of law or otherwise, without the express prior written consent of CLIENT which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** MICHAEL BAKER shall grant the CLIENT access at all reasonable times to MICHAEL BAKER's facilities where the work under this Agreement is being performed.
10. **CHANGES.** The CLIENT may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. MICHAEL BAKER shall perform such changes to the Work as directed by the CLIENT in writing and shall be paid for such Work at rates established by the Agreement, at actual costs plus 168% to cover overhead and profit, or as may be otherwise agreed between the CLIENT and MICHAEL BAKER.
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the CLIENT prior to its completion, MICHAEL BAKER shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **INDEMNIFICATION.** Except as stated below, MICHAEL BAKER shall indemnify and save harmless the CLIENT from these claims, losses, lawsuits or expenses caused directly by MICHAEL BAKER's negligent acts, errors or omissions with performance of MICHAEL BAKER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the CLIENT shall indemnify, save harmless and defend MICHAEL BAKER from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of MICHAEL BAKER's services, or claims against MICHAEL BAKER arising from work of others.

14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the **CLIENT** agrees to limit **MICHAEL BAKER's** liability to the **CLIENT** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to **MICHAEL BAKER's** negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **MICHAEL BAKER** to all those named shall not exceed \$50,000 or the total fee for **MICHAEL BAKER's** services rendered in the project, whichever is greater.
15. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits or revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
16. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **MICHAEL BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker's Compensation	Statutorily required amounts
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Each occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	\$1,000,000 Each Occurrence for bodily injury and property damage \$1,000,000 Products/ Completed Operations Aggregate \$1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	\$1,000,000 Bodily Injury \$1,000,000 Property Damage (including coverage for owned, non-owned and hired vehicles)
Professional Liability	\$1,000,000 (Each claim)

17. **INDEPENDENT CONTRACTOR.** MICHAEL BAKER acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of CLIENT or any of its affiliates.
18. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
19. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
20. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
21. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of West Virginia without regard to its choice of law provisions.
22. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- | | |
|-------------|--------------------------|
| Exhibit "A" | Scope of Work |
| Exhibit "B" | Compensation and Payment |
23. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.
24. **FORCE MAJEURE.** In no event shall either MICHAEL BAKER or the CLIENT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
25. **REUSE OF WORK PRODUCT.** Any reuse of MICHAEL BAKER's work product without written verification or adaptation by MICHAEL BAKER will be at the CLIENT's own risk and without liability or legal exposure to MICHAEL BAKER. The CLIENT shall indemnify and hold harmless MICHAEL BAKER from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle MICHAEL BAKER to further compensation at rates to be agreed upon by the CLIENT and MICHAEL BAKER.

- 26. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.
- 27. **INVENTIONS AND PATENTS.** Inventions conceived solely by employees of CLIENT shall belong exclusively to CLIENT. Inventions conceived solely by employees of MICHAEL BAKER shall belong exclusively to MICHAEL BAKER. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties so as to properly recognize each party's respective rights in such joint inventions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

Michael Baker International, Inc.

Name, Title: Rusty Hall, Office Executive

Date: April 10, 2023

WITNESS:



Jefferson County Commission

Steve Stolipher

BBE6C7C27B4B403...

Name, Title: Steve Stolipher, Commission President

Date: May, 2023

5/1/2023

EXHIBIT A Scope of Work

This scope of work lays out the essential framework for the Jefferson County Hazard Mitigation Plan (HMP) update. Work will commence once notice to proceed is given by Jefferson County. Work is expected to occur over approximately 9 months with a target deadline of draft plan submission to Jefferson County by August 1, 2023. Michael Baker will work to expedite activities wherever possible to account for the HMP expiration in January 2024.

Planning Process

The initial kick-off meeting with the Hazard Mitigation Planning Committee will be an important tool to organize and plan project management with the main County points of contact. During this meeting, the Hazard Mitigation Planning Committee will be defined using the list of participants of the HMP from the 2018 plan as a starting list of invitees. Michael Baker has seen that the most effective Hazard Mitigation Planning Committees include a core leadership team from the planning and emergency management departments in concert with other county and community leaders. Michael Baker will work with the County to identify additional Hazard Mitigation Planning Committee members to round out the HMP leadership team.

The kick-off meeting will address project management items including public and virtual meetings, workshops, and final submission. Setting goals for progress, public meetings and interim deliverables at the beginning of the project will help to ensure the draft plan is ready to submit to the state by August 1st, 2023. Michael Baker understands that since this is a plan update, it is essential to understand and improve upon the existing HMP adopted by each municipality and by the County.

Michael Baker will consistently update the County and Hazard Mitigation Planning Committee throughout the process regarding how they are taking steps to address Federal Emergency Management Agency (FEMA) requirements, FEMA guidance, and steps that will lead Jefferson County to exceed state and national standards. Baker will work hand-in-hand with Jefferson County's staff to ensure the most recent, accurate data is used to develop the plan. Baker will also gather information from the County on outreach methods that have worked for the County in the past. Outreach will focus on full participation from every community in Jefferson County from the onset of the project as well as the general public.

Michael Baker will develop a municipal engagement strategy to directly involve municipal stakeholders in the planning process with the goal of engaging all municipalities. This will include organizing regional meeting that will provide municipalities with the tools and information necessary to actively participate in the full extent HMP update process.

Michael Baker understands that a strong planning process and stakeholder engagement are key factors to a successful hazard mitigation program. The following meeting topics would address key steps in the planning process to engage all stakeholders:

- ***Project Kick-Off Meeting***
- ***Hazard Analysis / Risk Assessment***
- ***Mitigation Strategy Development***
- ***Draft Plan Review***

These meetings will be designed to engage and inform stakeholders and all municipalities in an efficient, regional manner. Michael Baker's comprehensive municipal engagement strategy will provide communities with the tools and information necessary to actively participate in the HMP update process.

- **Public Meeting:** This meeting will be held to review the assessments, formalize the draft plan, gather input, and improve the plan prior to submission to West Virginia Emergency Management Division (WV EMD) and FEMA. This meeting will be used to build consensus and prepare municipalities for adopting the plan once it gains approval pending adoption from FEMA. Public comment will not end at this meeting, though; the County, municipalities, stakeholders, and the public will have a 30-day opportunity to review the draft plan.

The contents of each meeting may be tailored to meet the expectations of the Hazard Mitigation Planning Committee. Several tools will be distributed at these meetings to begin to gather information for municipalities that is necessary for the update. Michael Baker will invite handle invitations to the meetings described above after creating a contact database that includes municipal officials, agency representatives, and other stakeholders as needed. Electronic correspondence for meeting invitations and follow-up material will be managed by Michael Baker.

Michael Baker will coordinate with Jefferson County to ensure all relevant meeting notices, news releases, and information is also posted to the County's website and social media. All public input obtained during meetings, and through other community engagement opportunities will be reviewed by the Hazard Mitigation Planning Committee and incorporated into the HMP where appropriate.

From the beginning, the municipal, stakeholder, and public involvement process will be well documented as required by FEMA. Michael Baker has extensive experience with hazard mitigation planning and is accustomed to and familiar with the meetings and reporting process associated with this project. Michael Baker understands the importance of documenting the process in detail. Michael Baker has well established guidelines for filing which helps ensure that the final deliverable to WV EMD and FEMA is clear, organized, and complete. As an attachment to the plan Michael Baker will include a list of meeting invitees, meeting announcements, meeting minutes, meeting materials, and sign-in sheets.

Deliverables:

- Meetings and workshops and associated meeting invitations and materials
- Digital documentation of all participation efforts

Community Profile

Michael Baker will work together with the County and Hazard Mitigation Planning Committee to write a community profile that outlines the general and specific characteristics of Jefferson County. This section of the HMP summarizes what is important to protect from hazards and the geography that may contribute to hazards. Community characteristics include basic geographical, demographic, and environmental features of a County and the jurisdictions within it. This section of the plan will include the following sub-sections: Geography and Environment, Community Facts, Population and Demographics, Land Use and Development, and Data Sources and Limitations. Michael Baker will also incorporate data and information from comprehensive and transportation plans into the community profile. Together this information will reflect what is unique about Jefferson County and what is important to protect.

Capability Assessment

Michael Baker understands that mitigation strategies are strongest when they have a direct correlation with the capabilities of the County and its municipalities. Michael Baker will undergo a capability assessment that identifies strengths and deficiencies in the following areas of capability: Planning and Regulatory, Emergency Management, Participation in the National Flood Insurance Program (NFIP), Administrative and Technical, Fiscal, and Education and Outreach.

In addition, Michael Baker has been at the forefront of promoting hazard mitigation plan integration, from assisting in writing national guidance on the subject for FEMA, to training planners and emergency managers on the topic. Michael Baker's approach to plan integration identifies both how other planning documents contribute to the HMP and how the risk assessment and mitigation strategy information in the HMP can strengthen other planning efforts, including land use planning, ordinance development, and emergency response and recovery planning. Michael Baker will perform an integration analysis both at the County and municipal levels in order to highlight current integration activities and identify the best opportunities for future plan integration.

Deliverables:

- County and municipal capability assessment, including a comprehensive plan integration section

Risk Assessment

Michael Baker will build upon the County's existing risk assessment to complete a comprehensive update to date risk assessment using a combination of readily available data, interviews with county, municipal, and other stakeholders, historical research, and public input. The risk assessment will evaluate and update previously included hazards and will consider new natural and human-made hazards. Michael Baker will focus each hazard profile, vulnerability assessment, and loss estimate on the hazards identified by the community as those of concern. Each community will have the opportunity to evaluate its risk as compared to the County's. A risk factor ranking will lead directly into the mitigation strategy, the higher the risk factor value, the greater the hazard risk and, therefore, the higher a mitigation priority.

The risk assessment will focus on understanding how risks and vulnerabilities have changed since the last plan for previously profiled hazards. The last five years have seen a significant uptick in the number of Major Disaster and Emergency Declarations nationwide as well some of the worst natural disasters seen on the East Coast. The risk assessment will pay particular attention to changes in the extent and probability of each hazard as well as updating the worst-case scenarios to incorporate more recent events. Michael Baker will use the latest and best available data to update the risk assessment and will actively solicit both quantitative data and qualitative reports to augment the risk assessment.

Michael Baker has unparalleled expertise in risk assessments. Michael Baker has developed a tried-and-tested risk assessment methodology and maintains an extensive catalogue of hazard-related data in both tabular and GIS formats. Michael Baker is prepared to work closely with Jefferson County's GIS staff to ensure the hazard mitigation plan incorporates the type and location of critical facilities – the resources vital to the continued functioning of the community. Michael Baker will combine county data with data and research from WV EMD, FEMA Region 3, the West Virginia Department of Environmental Protection (DEP), West Virginia Department of Transportation (DOT), and Conservation and West Virginia Department of Natural Resources (DNR), the US Geological Survey (USGS), National Oceanic and Atmospheric Administration (NOAA), the US Census, and other reputable sources to update the risk assessment.

Michael Baker's GIS team members will present the data included in each hazard profile in table and/or map format as appropriate and will also complete municipal-level vulnerability assessments that discuss the location of structures/parcels and critical facilities located in hazard-prone areas, including in special flood hazard areas. Michael Baker will also work with the Hazard Mitigation Planning Committee to add and customize information important to the County. Michael Baker is uniquely qualified to maximize state and County resources to develop an enhanced Hazus analysis (previously known as "Level 2 Analysis"). Michael Baker will also conduct a review of the essential facilities data in Hazus and will compare and make corrections based on County, WV EMD, West Virginia Department of Health and Human Resources, and the West Virginia Department of Education knowledge to continue refining the essential/critical facilities inventory and damage modeling. Michael Baker will integrate gathered information with Comprehensive Data Management System site-specific critical facility information.

Deliverables:

- Comprehensive risk assessment update
- Geospatial analysis identifying the number and type of properties and populations vulnerable to selected hazards, including community-level flood vulnerability maps showing critical facilities and hazard prone properties
- Hazard mapping that incorporates the best available data to illustrate location, risk, and incidence
- Enhanced Hazus analysis incorporating, at a minimum, updated demographic data, updated essential/critical facilities data,

Mitigation Strategy

The mitigation strategy is the heart of the Hazard Mitigation Plan, and it is essential that it connects back to the risks and capabilities outlined in the plan. Michael Baker will review the existing mitigation goals, objectives, and action plan to ensure the existing mitigation strategy is accurate and reflects current values of the County and municipalities. The existing mitigation actions will be reviewed with progress noted for each activity identified in the approved plan and a determination whether the action item has been complete, ongoing, incomplete, and/or whether the item should be included in the plan update. Michael Baker will compile an overview of the mitigation successes the County has achieved in the last 5 years. Michael Baker will then provide tools for the County to identify or make changes to the mitigation goals, objectives, and mitigation actions or strategies for the updated plan. Michael Baker will assist the County and Hazard Mitigation Planning Committee in identifying new mitigation actions. Michael Baker will document success on existing actions and County mitigation projects and the capability opportunities to do large mitigation projects in Jefferson County. The mitigation strategy will also provide expertise and guidance around historic and cultural resource mitigation planning specific to Jefferson County.

In addition, the mitigation actions identified by the Hazard Mitigation Planning Committee, input from meetings and the public will be compiled into a final Mitigation Strategy which will list each mitigation action; the responsible entity, community, or communities; the hazard(s) and mitigation techniques addressed; estimated cost; implementation schedule; and funding. Michael Baker understands that while the actions in the Mitigation Strategy developed by the Hazard Mitigation Planning Committee and public will be pursued over the next five years, the reality of limited time and resources requires the identification of high priority mitigation actions. Prioritization allows the individuals and organizations involved to focus their energies and ensure progress on mitigation activities. Michael Baker will work with the Hazard Mitigation Planning Committee to prioritize the mitigation actions and evaluate the feasibility of mitigation actions. Once the mitigation actions have been developed and prioritized, Michael Baker will draft, finalize, and incorporate the Mitigation Strategy into the main document.

Deliverables:

- Evaluation of prior plan's mitigation goals and objectives
- Status update for each prior hazard mitigation action
- Detailed mitigation strategy, including a prioritization of the identified mitigation actions

Plan Maintenance

Hazard mitigation planning occurs on a regular, five-year schedule, but continuous and regular plan maintenance helps ensure the plan remains current and dynamic. Michael Baker will work with the County to identify and capture plan maintenance that has occurred in the previous five years and will determine a feasible plan maintenance schedule and process for the future. This will ensure that the plan update is monitored, evaluated, and updated. This portion of the plan will identify the office and individual responsible for plan maintenance and will provide suggestions for gathering information from each municipality in between plan updates. Finally, the plan maintenance section will address how the County intends to ensure continuous public involvement in the plan and future updates.

Deliverables:

- Plan maintenance section and plan update schedule

Writing the Plan Document

Michael Baker will write the hazard mitigation plan update, incorporating research, municipal and County feedback, and public comment collected throughout the engagement process. The plan document will include a description of the authority and references consulted to complete the plan update; a community profile and asset inventory; a description and documentation of the planning process; the risk assessment, hazard profiles, and vulnerability and loss assessment; a discussion of both County and municipal capabilities and NFIP participation and compliance; the mitigation strategy; a plan maintenance and update process and schedule; and plan adoption information. The plan will also include a complete bibliography, a completed Local Plan Review Tool, and documentation of all plan meetings and outreach efforts.

After the plan is drafted, County officials, members of the Hazard Mitigation Planning Committee, and the general public will have the opportunity to provide comments and feedback prior to submission to WV EMD and FEMA Region III. Michael Baker proposes that the plan be online via the County's website. Having the plan online allows any interested party to review the plan at their convenience/ The website will incorporate a feedback form, allowing for instant collection of feedback on the plan. Michael Baker will complete and submit an accurate Local Plan Review Tool, or crosswalk, to WV EMD and FEMA Region III with the draft HMP. Michael Baker will address and resolve any comments received from the County prior to submitting the plan update to WV EMD. Revisions identified by the state and FEMA will be addressed so that the plan may quickly gain approval-pending-adoption status.

Deliverables:

- An approved-pending-adoption (APA) hazard mitigation plan
- Five paper copies and 5 CDs of the Draft Hazard Mitigation Plan update

Plan Adoption and Approval

Plan adoption and approval helps ensure that Jefferson County's mitigation strategies go from plan to reality in a reasonable amount of time. Michael Baker understands the importance, and the requirement, of receiving approval-pending-adoption on the plan so that the County and municipalities can proceed in adopting the plan and become eligible for Hazard Mitigation Assistance funds. Michael Baker will work with the County to send an email notification

to all municipalities with the Adoption Resolution and steps for submitting their signed resolutions to the County. The County will have one year from the first municipal adoption to gain the adoption from the remaining municipalities.

Deliverables:

- Email notification of Approval-Pending-Adoption with adoption steps and resources

EXHIBIT B
Compensation and Payment

MICHAEL BAKER will invoice the **CLIENT** on a milestone basis for services rendered. Total compensation for labor and expenses to **MICHAEL BAKER** shall not exceed \$57,000.00 for services outlined in Exhibit A.

Tasks	Total Hours	Total Cost
1 - Planning Process	130	\$15,600
2 - Risk and Capability Assessment	108	\$12,960
3 - Mitigation Strategy and Plan Maintenance	90	\$10,800
4 - Writing the Plan Document	110	\$13,200
5 - Plan Adoption and Approval	7	\$840
6 - Project Management	30	\$3,600
TOTAL	480	\$57,000

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Nathan Cochran

Department or Organization: Prosecuting Attorney's Office

Commission Meeting Date: January 4, 2024

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Report by legal counsel

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

See attached

Type of Request: (Funding/Hiring): N/A

Funding/Salary/Hourly Amount: N/A

Name of Hire (if Applicable): N/A

Grade/Step/Hours (PT/FT): N/A

Start Date (beginning of pay period): N/A

Post Probationary Increase (If applicable): N/A

Any Additional Conditions of Employment or Funding Comments:

N/A

Recommended Motion (type out wording of the motion 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 Internet/Wi Fi: Conference/Video No

Contact Information: Jaymce Houser

Phone Number: 304-728-3318

Email Address: jhouser@jcpawv.org

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

- a. Discussion of legal issues and potential action regarding past and current solar litigation including Jefferson County Circuit Court Civil Action No. 2023-C-112 [Rockwell v. JCC, JCPC and JCBZA] and WV Supreme Court of Appeals No. 23-0369 (appeal of Jefferson County Circuit Court Civil Action No. 2022-C-141).
- b. Memorandum of Understanding for Department of Homeland Security.
- c. Report by counsel on the status of the advisory opinion regarding the Planning Commission committee meetings.
- d. Discussion of legal issues and potential action regarding Jefferson County Circuit Court Civil Action No. 2023-C-266 [Adam McDowell, individually and on behalf of Shannondale Vista Association v. JCPC and JCC].
- e. Discussion of legal issues and potential action regarding Jefferson County Circuit Court Civil Action No. 2023-P-112 [JCC v. Steve Cox].

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Commissioner: Tricia Jackson

Department or Organization: County Commission

Commission Meeting Date: 1/18/2024

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Update to the County Commission from Nathan Cochran on the advisory opinion request from the ethics commission related to the Planning Commission and its subcommittees abiding by the open meetings act.

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

The County Commission voted unanimously on 12/21/23 for legal counsel to seek an advisory opinion from the ethics commission, including but not limited to the ordinance rewrite, solar facilities, and budget committees are subject to abiding by the open meetings act to include published agenda and meeting minutes. The update should include all correspondence or communication to and from the ethics commission related to this advisory opinion.

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (type out wording of the motion 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 Internet/Wi Fi: Conference/Video No

Contact Information: Commissioner Tricia Jackson

Phone Number: 304-449-4793

Email Address:

commissioner.triciajackson@gmail.com

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Jennifer Krouse**

Department or Organization: **Commissioner**

Estimation of amount of time needed for appointment: **15 minutes**

Date Requested – 1st Choice: **January 18, 2024**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Discussion and possible action on revising Agenda Policy 900 to clarify when/how agenda items may be declined.**

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

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*):

Attach supporting documents for request, or request may be denied. **Current Policy, Proposed Policy, Redlined Policy**
If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

<i>Jefferson County Policies & Procedures</i>		
Policy Name:	Agenda Policy	Approved: 9/13/2012
Policy Number:	900	Author: Keyser
Associated:		Original 5-7-2009 Revised 9-1-2011 Revised 9-13-2012 Revised 04-06-2017 Revised 05-03-2021

PURPOSE:

To provide a comprehensive and uniform process for formulating the agenda of the County Commission of Jefferson County.

POLICY:

The County Commission of Jefferson County is committed to providing open and accessible governmental proceedings and wishes to provide its citizens with information concerning the business of the County Commission and county government.

PROCEDURE:

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Appointments shall be 15 minutes unless it is determined less time is needed. Every attempt will be made to have the last appointment at 11:30 a.m.

New and old business items shall be reviewed and executed between scheduled appointments or when time permits.

County departments shall submit all materials in both digital and hard copy format to the Commission office.

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Both the Freedom of Information Act codified at W.Va. Code §29B-1-1 *et seq.* and the Open Governmental Proceedings Act codified at W.Va. Code 6-9A-1 *et seq.* protect an employee's personnel records and performance from disclosure to individual citizens and create an obligation on behalf of the Commission to protect employee records from public disclosure. Because discussions of personnel issues with private citizens violate an employee's privacy, the Commission will decline an agenda request from any member of the public that seeks to discuss any employee evaluation or performance with the Commission, regardless of whether such request is intended to be negative or positive.

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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Pasha Majdi

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **Thursday, January 4, 2024**

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

Date Requested – 2nd Choice:

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

Continuity of emergency services protocol

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



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*):

Move to direct county staff to draft a protocol in conformance with state law to maintain continuity of emergency services if the Commission is unable to meet or otherwise unable to approve expenditures;

Further move to draft and send a letter, in consultation with the Count Attorney, to appropriate representatives requesting changes in state law as needed to provide for effective continuity of emergency services if the Commission is unable to meet or otherwise unable to approve expenditures.

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

If not attached, explain:

Is equipment needed?

Projector

Internet/Wi Fi

Telephone for conference call

Contact information:

Email address: pmajdi@jeffersoncountywv.org

Phone Number: (304) 306-0997

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Edwina Benites, Interim County Administrator

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **January 18, 2024**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interim County Administrator Reports**

1. Legislative summary
2. Update on hiring solicitations
3. Emergency Services Agency onboarding
4. Update on TIF lawyer
5. Draft budget schedule
6. BORE workshop date request (action requested)
7. Follow up on the Harvest Hills vote
8. Follow up on amplified sound/ displaying the text of proposed motions
9. Boards training
10. Cox HollidaYoung engagement letter (action requested)

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



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

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Jane Tabb

COMMISSIONER
Tricia Jackson

COMMISSIONER
Jennifer Krouse

COMMISSIONER
Pasha Majdi

To: Commissioner Tricia Jackson
Commissioner Jennifer Krouse
Commissioner Pasha Majdi
Commissioner Steve Stolipher
Commissioner Jane Tabb

From: Edwina Benites-LM, interim county administrator

Date: January 11, 2024

Re: Interim County Administrator Report, January 11, 2024

Summary:

- Legislative summary (Attachment 1 of 3)
- Update on the hiring solicitations
- Emergency Services Agency onboarding
- TIF lawyer
- Draft budget schedule (Attachment 2 of 3)
- CoxHollidaYoung engagement letter (recommended action) (Attachment 3 of 3)
- BORE workshop date request (recommended action)
- Follow up on the Harvest Hills vote (recommended action)
- Follow up on amplified sound/ displaying the text of proposed motions
- Boards training

Legislative summary:

Attached is the legislative summary provided by the County Commissioners' Association of West Virginia. Please let me know if there are any legislative priorities of interest.

Update on hiring solicitations:

Total applications received:

- County Administrator- 11
- Deputy County Administrator- 31 (This is in addition to the applications previously received)

The positions were posted in the following places:

- Eastern Panhandle Society for Human Resources
- Blue Ridge Community and Technical College
- Shepherd alumni career network
- LinkedIn (county administrator position only- additionally postings incur a fee)
- Indeed
- Jefferson County website
- Constituent email alerts

Interim County Administrator
Edwina Benites

- Internal employee alerts
- The County Commissioners' Association of West Virginia listserv

Staff plans to submit additional job postings through the National Association of Counties, the West Virginia Municipal League, and the West Virginia Association of Counties. I know of no other County position that has received this level of solicitation.

The deputy county administrator position closes on February 5, 2024. The county administrator position closes on February 16, 2024.

Emergency Services Agency onboarding

As of 1/11, staff leadership, payroll, JCESA, and legal staff have worked through policies 101 through 208 to review and suggest changes to the Commission for onboarding JCESA. My hope is to finalize the review and circulate draft changes among JCESA staff so that the Commission can approve the required policy changes to move the JCESA into Tyler.

The new deputy administrator should be tasked with reviewing the non-payroll employee policies.

TIF lawyer

On September 7, 2023, the Jefferson County Commission tasked the county administrator with hiring outside counsel to advise regarding the Hilltop House and tax increment financing (TIF). I have the name of three attorneys versed in TIFs, and I am looking to hire one soon.

Budget Draft Schedule

Attached is the budget draft schedule. Please let me know if you have any questions or concerns.

Jacki Shadle shared budget training that will soon be held by the State Auditor's office. Both Bessie Nelson and I will attend this training.

Cox HollidaYoung engagement letter

Commissioner Jackson recommend looking into hiring CoxHollidaYoung to assist with budget services often provided with by a county chief financial officer. Additionally, Ms. Jackson let me know that CoxHollidaYoung provides similar services for Berkeley County.

I investigated CoxHollidaYoung and found that the County has an existing accounting agreement with them. I asked that CoxHollidaYoung provide an engagement letter to extend our current accounting services contract. The engagement letter is attached.

I agree with Ms. Jackson that expanding on our current agreement with CoxHollidaYoung is prudent, cost savings over hiring a chief financial officer, and timely.

I recommend the following motion:

- Motion to approve the CoxHollidaYoung engagement letter to provide budget preparation services.

BORE workshop date request

The Jefferson County Commission requested a workshop to learn more about the Board of Review and Equalization (BORE). I sent several dates to commissioners to ascertain availability.

I recommend the following motion:

- Motion to hold a Board of Review and Equalization (BORE) workshop on Tuesday, January 30th at 9:30 am.

Follow up on the Harvest Hills vote:

After the January 4, 2024, Commission meeting, I was notified by commissioners and the public concerned that the “public packet” published online differed from the printed packet given to commissioners. I consulted staff, commissioners, and the applicant to recommend delaying action until additional public action could occur. No one expressed opposition to the transparency action.

I sent an email to the Planning Commission with my concerns.

The Planning Commission has yet to take action on the Harvest Hill application.

I recommend the following action to reconsider the Harvest Hills application and “restart the clock:”

- Motion to rescind the January 4, 2024, vote on the Harvest Hills Subdivision Phase II-request for Zoning Map Amendment.

Follow up on amplified sound/ displaying the text of proposed motions:

I am meeting with the IT and Fleets and Facilities departments on Friday, January 12, 2024, to discuss options.

Boards training:

I am encouraging staff and boards to take ethics and Open Meetings Act trainings. Below are two options.

Jefferson County Parks and Recreation is hosting a training on January 17th at 7 pm via Zoom.
<https://us02web.zoom.us/j/87842521381?pwd=MW5IcHNqWjNnTEt1Y3lLb1BzQUJSZz09>

Meeting ID: 878 4252 1381

Passcode: 041764

The Ethics Commission is hosting a mid-day training, February 8th at noon via GoogleMeets:
<https://meet.google.com/tvm-kdwd-dhr?hs=224>

These trainings will be shared with our boards and with the public via the Alert system and social media. All are encouraged to attend.



Legislative Update

January 11, 2024



Contents

Governor Proposes Tax Breaks and Spending Priorities	1
Administration Presents Budget to Finance Committees	3
2024 Legislative Calendar	6
Agencies File Three New Proposed Rules	6

Governor Proposes Tax Breaks and Spending Priorities

Gov. Jim Justice wants the West Virginia Legislature to give state workers and public school employees another pay raise averaging 5 percent and to pass three tax breaks targeted at certain groups of West Virginians. Those are a few of the proposals he has made, but his final State of the State address as governor Wednesday evening was much heavier on reminiscing about what he and legislators have gone through over the last seven years than on plans for the year ahead.

The pay raise for public employees would be the fifth one since Justice became governor in 2017. He said it would help them cope with recent increases in their premiums for health care insurance through the Public Employees Insurance Agency.

Last year, the legislature approved a 21.25 percent cut in the personal income tax, and another cut could be triggered later this year if state finances remain healthy enough. But for now, Justice is seeking three other tax breaks to help specific people, such as young working adults and senior citizens.

“I’m proposing a child and dependent care tax credit where folks that are struggling with day care [expenses] can at least write them off against their revenue,” he said. “We need this very badly, and we need it right now.”

The other tax break Justice wants would exclude Social Security benefits from the state income tax and expand the property tax cut senior citizens get from the homestead exemption.

Even though the personal income tax cut has reduced some of the revenue the state might have received, revenues are still coming in higher than projected. Justice said he intends to use some of the budget surplus, which currently is running at more than \$400 million, to cover his proposed tax breaks and other initiatives.

“My administration does not believe in growing government, and my administration does not believe in dipping into our Rainy Day Fund,” he said. “We use surpluses. We use earnings to absolutely make choices to do projects to grow this state, but we’ve got to do it while minding that store.”

“My administration does not believe in growing government, and my administration does not believe in dipping into our Rainy Day Fund.” – Gov. Jim Justice

Among his spending priorities are \$150 million for the School Building Authority, \$50 million for a new agriculture laboratory to be built at West Virginia State University in Institute, \$20 million for senior centers, \$15 million for the state park system, \$10 million for volunteer fire departments and emergency medical services, \$5 million to help start charter schools, and \$2 million for veterans’ homes. In addition, he wants to spend another \$10 million on a program that encourages West Virginians to go into EMS work. It already has increased the number of emergency medical technicians from 542 in 2021 to 938 in 2023.

“It is amazing so many West Virginians are now working and have become EMTs,” Justice said. “We needed them – and we needed them so badly.”

Likewise, he wants to spend another \$30 million on an effort that already has spent \$48 million to increase the number of nurses in West Virginia. Justice also wants to do more to attract Child Protective Service workers, foster care parents and correctional system employees. He expressed hope that the emergency in state prisons and jails, which has been in effect since 2022, might end by the end of summer, meaning National Guard members no longer would be needed to fill vacancies. He noted that 227 individuals have recently completed training to work in the corrections system.

“We are downsizing as we speak the National Guard in our facilities,” Justice said. “It is my hope beyond belief that by the end of summer, the National Guard will be out of our facilities, and we will have solved this problem in many ways.”

For veterans, he wants to provide in-state tuition for any veteran who wants to pursue higher education and extend the Ascend program to entice more veterans to settle in West

Virginia. Ascend is designed attract people who can work remotely by offering them \$12,000 plus free outdoor recreation if they relocate to West Virginia.

In addition to those initiatives, Justice wants legislators to undo an initiative they passed last year – the one that has allowed high school athletes more flexibility in transferring schools. In 2023, he didn't like the bill that did that, but he let it become law without his signature rather than face what he thought would be an inevitable override if he vetoed the bill. Since then, Justice has been among many people who have complained that the new transfer rule has thrown high school sports out of balance.

“Now I don't know exactly what the right solution is, but I'm telling you there's some dad-gum smart people in this room, and today, I am absolutely pleading with you to figure it out.” – Gov. Jim Justice

“Now I don't know exactly what the right solution is, but I'm telling you there's some dad-gum smart people in this room, and today, I am absolutely pleading with you to figure it out,” he said.

Those legislative proposals came after Justice spent a long time recounting what he sees as the progress West Virginia has made during his seven years as governor.

“The first time you saw me, I stood before you pledging to fight for the soul of our state,” he said early in his address. “We were staring down a dark tunnel. Our state was bankrupt. Our jobs and our people were leaving, and our spirit was broken. You remember those days? You remember what that was like? It wasn't any fun, was it?”

Justice said last year's cut in the personal income tax is one example of how he has fulfilled the pledge he made in the beginning to take West Virginia on a “rocket ship” ride to better times.

“We're at a different place today,” he said. “With all that together, what happened? The rocket ship took off, didn't it?”

This was his last State of the State address because he is finishing his second four-year term as governor and is constitutionally prevented from seeking a third consecutive term. Instead, he is running in the Republican primary to replace Democrat Joe Manchin in the U.S. Senate. Some State of the State addresses in the past have lasted only an hour or less, but Justice spoke for one hour and 25 minutes this time.

“I would say to you, we're a long ways from being done in West Virginia,” Justice said. “We've got jobs to create, schools to enhance and communities to lift, so let's make this last year that we have and the decades to come better and better and better.”

Administration Presents Budget to Finance Committees

The Justice administration has given the West Virginia Legislature a revenue estimate of \$5.265 billion and a general revenue fund budget that would spend \$5.22 billion, up from the

\$4.87 billion appropriated for the current fiscal year. As the administration has done in recent years under Gov. Jim Justice, it is keeping the revenue estimate relatively flat, which means the state likely will run up more surpluses later this year and into the first half of 2025, when a new governor will take over.

“That’s about a \$340 million increase over last year,” acting Revenue Secretary Larry Pack told the Senate Finance Committee this morning. He and other administration officials presented details of the proposed budget to members of that committee and the House Finance Committee today, one day after Justice announced his priorities in his State of the State address.

“I think those increases are mostly a reflection of inflation,” Pack said. “The biggest number is the average 5 percent pay increase for our state employees of \$123 million.”

“I think those increases are mostly a reflection of inflation.” – Secretary Larry Pack

Three tax breaks Justice has proposed are estimated to cost \$49.7 million. They include a tax credit for child and dependent care, exemption of Social Security benefits from the state income tax, and expansion of the homestead exemption from property taxes for senior citizens.

Pack said the administration’s budget also would make these allocations:

- \$21 million for administrative costs and services related to Medicaid and the Children’s Health Insurance Program
- \$4.6 million for the Chief Medical Examiner’s Office
- \$30 million for tourism
- \$3 million for veterans
- \$42 million for the Public Employees Insurance Agency
- \$21 million for the corrections system

“Two onetime expenditures are in the budget,” Pack said. “A onetime \$100 million expenditure for congressional earmarks and floods to be able to meet those obligations...and a onetime \$50 million expenditure for contract nursing services at our state hospitals.”

In addition to proposals for the 2025 fiscal year, which will begin in July, the administration is proposing supplemental appropriations to use some of budget surplus from the previous fiscal year. Pack said those proposed onetime appropriations include:

- \$150 million for the School Building Authority
- \$5 million for seed funding for charter schools
- \$50 million for nursing expenses at two state psychiatric hospitals, Sharpe and Bateman
- \$10 million for the Posey Perry Emergency Food Fund
- \$30 million for the Nursing Workforce Expansion program

The state is running a surplus of more than \$400 million in the current fiscal year’s budget, and Pack said, the administration is expecting that surplus to go even higher before the

fiscal year ends in June. One thing the administration would like to do with that money is to spend another \$40.6 million on Medicaid. In addition, the administration supports raising taxes on managed care organizations to bring in \$114 million in federal funds for Medicaid.

Other uses for the expected surplus in this fiscal year's budget include: \$20 million for senior centers and programs, \$5 million for the military version of the Ascend program to encourage veterans to reside and work in West Virginia, \$10 million for Communities in Schools, \$3 million for crisis pregnancy centers, \$100 million for rural hospitals, \$10 million for equipment for emergency medical services and volunteer fire departments, and \$50 million for an agriculture laboratory.

About the \$100 million for rural hospitals, Pack said it would go into a fund to help the hospitals on basis of need. "People would make applications," he said. "We'd do the last dollar in. We want to leverage the money. We don't want to give \$10 for a \$10 project. We'd like to give \$2 for a \$10 project."

"We don't want to give \$10 for a \$10 project. We'd like to give \$2 for a \$10 project." – Secretary Larry Pack

Sen. Mike Oliverio, R-Monongalia, asked if state-owned hospitals would be eligible for some of that money. Pack replied, "We believe that it's prudent for the state to get out of the hospital business." He said the state already is in discussions to transfer ownership of the Welch Hospital and is putting together plans to do the same with state-run nursing homes.

"The problem with staying in those businesses is just the amount of capital it would take to bring those facilities up to current standards," Pack said. In addition, he said, the constraints of state government, including purchasing requirements, make it almost impossible for those facilities to do everything they need to do.

Oliverio then suggested that the job of Michael Caruso, the new secretary of the Department of Health Facilities, is to work himself out of a job. Pack said, "I think he would tell you that that is how the job was presented to him."

On the issue of eliminating taxes on Social Security benefits, he said, West Virginia is one of only 11 states that tax any portion of Social Security benefits. "We would like to remove West Virginia from that list of outliers," he said. "It's about a \$37 million tax cut for our West Virginia taxpayers."

Pack said the proposed increase in the homestead exemption on property taxes for senior citizens would be for those at low-income levels. It would increase income eligibility from 150 percent of the federal poverty level to 200 percent of that level at a cost to the state of \$2 million to \$3 million.

Senate Finance Chairman Eric Tarr, R-Putnam, expressed concern that hundreds of millions of dollars of the administration's proposals might build the base budget, requiring funding year after year.

2024 Legislative Calendar

First Day - January 10, 2024: First day of session. ([WV Const. Art. VI, §18](#))

Twentieth Day - January 29, 2024: Submission of Legislative Rule-Making Review bills due. ([WV Code §29A-3-12](#))

Thirty-fifth Day - February 13, 2024: Last day to introduce bills in the House. [House Rule 91a](#) does not apply to originating or supplementary appropriation bills, and does not apply to Senate or House resolutions or concurrent resolutions.

Forty-first Day - February 19, 2024: Last day to introduce bills in the Senate. [Senate Rule 14](#) does not apply to originating or supplementary appropriation bills, and does not apply to Senate or House resolutions or concurrent resolutions.

Forty-seventh Day - February 25, 2024: Bills due out of committees in house of origin to ensure three full days for readings.

Fiftieth Day - February 28, 2024: Last day to consider bill on third reading in house of origin. Does not include budget or supplementary appropriation bills. ([Joint Rule 5, paragraph b](#))

Sixtieth Day - March 9, 2024: Adjournment at Midnight. ([WV Const. Art. VI, §22](#))

Agencies File Three New Proposed Rules

The Secretary of State's Office shows these new proposed rules have been filed by state agencies:

Title/Series	Agency	Rule Name	Details	Status
13-08	Occupational Therapy	Consideration of Prior Criminal Convictions in Initial Licensure Determinations	Agency Approved: January 10, 2024	In Progress
Link to Rule: https://apps.sos.wv.gov/adlaw/csr/ruleview.aspx?document=18017				
13-07	Occupational Therapy	Request for Waiver of Initial Licensing Fees for Certain Individuals	Agency Approved: January 10, 2024	In Progress
Link to Rule: https://apps.sos.wv.gov/adlaw/csr/ruleview.aspx?document=18018				

16- 09	Physical Therapy	Application for Waiver of Initial Licensing Fees for Certain Individuals	Agency Approved: January 09, 2024	In Progress
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Link to Rule: <https://apps.sos.wv.gov/adlaw/csr/ruleview.aspx?document=18019>

Legislative Update is produced by Jim Wallace of TSG Consulting in cooperation with MAP and Associates.

Jefferson County Commission FY25 Budget Process Calendar

FY 25 Schedule	Task
Tuesday, January 16, 2024	Budget Director to compile estimate of revenues
Tuesday, January 16, 2024	More accurate property valuations are available. Budget Director to adjust projected revenues
Tuesday, February 6, 2024	Budget Charge from Commissioners
Mid January 2024	Preliminary health insurance renewal rates available
Tuesday, January 16, 2024	Budget reports distributed to departments (per auditor's office should be done no later than the 1st week of February)
Friday, February 9, 2024	Department Heads to return budgets to Budget Director (per regulation must be done by March 2nd)
Friday, February 9, 2024	Elected Officials to return budgets to Budget Director (per regulation must be done by March 2nd)
Friday, February 16, 2024	Budget Binders distributed to Commissioners
Thursday, February 22, 2024	Tuesday evening Budget 101 (7PM)
March 4, March 5, March 6	Need to schedule two to three full days of individual department budget presentations to the Commissioners
Thursday, February 29, 2024	Assessor to certify value of real and personal property (per regulation must be done by March 3rd)
Thursday, March 14, 2024	Schedule community forum for public hearing of budget (per regulation must be done between March 7th and March 28th)
	Final health insurance renewal rates obtained
Thursday, March 21, 2024	Currently, this is an evening regular session. Commissioners adopt budget (per regulation must be done by March 29th) or Special Session on Tuesday, March 26, 2024.
	Budget must be published by March 28th each year in the local paper of record.
	Health insurance renewal rates/options presented to Commissioners
Tuesday, April 16, 2024	Commissioners reconvene and consider any objections, and proceeds with the laying of property tax levy rates – Normally a 9:30 meeting (per regulation must be done by April 16th, the 3rd Tuesday of April)
Friday, April 19, 2024	Budget Director to forward the levy order to the State Auditor's Office (per regulation must be done within 3 days of the 3rd Tuesday in April)



January 4, 2024

Jefferson County Commission
124 East Washington Street
Charles Town, WV 25414

Dear Jefferson County Commission:

Thank you for allowing our Firm to propose on your professional accounting service needs.

SCOPE OF ENGAGEMENT

Based on our understanding of your professional service needs, we are proposing to provide the accounting assistance for Jefferson County Commission.

As needed assist:

- Budget Director with County budget preparation, review and analysis
- With preparing and reviewing reporting requirements due to the State of West Virginia
- Budget Director with financial statement audit coordination and preparation
- With professional guidance related to Generally Accepted Accounting Principles

QUALIFICATIONS AND EXPERIENCE

CoxHollidaYoung PLLC was founded in 1963 and is the largest public accounting firm situated in Eastern West Virginia with an office located in downtown Martinsburg with approximately ten (10) professionals. We offer a unique combination of professional services ranging from assurance services, financial and estate planning, business succession planning, business consulting services, business bookkeeping and accounting services and income tax planning and preparation. We are truly large enough to meet your needs, yet small enough to deliver the responsive service you expect.

ENGAGEMENT TEAM

The selection of the proper engagement team members is critical to the success of the engagements. CHY is staffed with professionals and support staff to provide the necessary services while preserving responsive, personalized involvement with each client. We have assembled a team of qualified individuals for this engagement to include:

Jefferson County Commission
January 4, 2024
Page 2

Chuck W. Young, CPA,

Chuck is the firm's managing partner. He has worked in public accounting for over twenty years and has extensive experience in performing and supervising numerous governmental audits, Rule 42 exhibits, and other governmental accounting and assurance engagements.

Charli E. Heilmann, CPA

Charli is the firm's audit and assurance income partner. She has over 10 years of experience in public accounting, including extensive governmental and not-for-profit engagements. Charli also has experience with County governments. She has an understanding of the software used by the Country's finance department and understands how the software relates with other departments and their processes.

FEES

Depending on the staff required, fees would be based on a discounted hourly rates between \$85 to \$200, with a fee ceiling of \$15,000. When and if services exceed this threshold, we will meet with the County Clerk and Administrator to determine how to proceed.

We will only perform services that is requested by either the County Clerk or Administrator. To manage the costs, we can provide, upon request, weekly progress on the status of current project and costs incurred. If requested we will provide an itemized billing detailing subject matter, time and cost.

We believe the foregoing meets the requirements of your request for proposal, but if you have any questions, please contact me. We would be pleased to discuss this proposal with you at any time. Thank you again for the opportunity to propose. We hope to be selected to continue to provide accounting services for your organization.

Very truly yours,

CoxHollidayYoung PLLC



Chuck W Young, CPA
Partner

**NOTICE
Board of Review and Equalization**

The County Commission of Jefferson County will convene as a Board of Review and Equalization in the County Commission Courtroom at the Courthouse of said County, 100 E. Washington Street, Charles Town, WV on Thursday, February 1, 2024, at 1:30 p.m., for the purpose of reviewing and equalizing assessments returned by the Assessor of Jefferson County for the tax year 2024.

If you disagree with your appraisal, you may appeal by filing a written petition for an informal review with your county Assessor within eight (8) business days of receiving your Notice of Increase in Assessment.

Please be advised that questions of property tax class changes, questions of taxability or late filing requesting of farm use valuation shall not be addressed.

The Jefferson County Commission will continue to sit as a Board of Review and Equalization in February, 2024 and hold hearings at the Courthouse of said County, 100 E. Washington Street, Charles Town, WV on the following dates and times:

Thursday	February	1, 2024	1:30 p.m.
Tuesday	February	6, 2024	1:30 p.m.
Thursday	February	8, 2024	1:30 p.m.
Tuesday	February	13, 2024	1:30 p.m.
Friday	February	16, 2024	1:30 p.m.

Persons wishing to appear before the Commission should apply with the Assessor's office by close of business no later than Friday, February 9, 2024 in order to complete the proper forms and to schedule a hearing date prior to the planned final hearing date of Friday, February 16, 2024, or you may file a petition for appeal with the WV Office of Tax Appeals at their address - P.O. Box 2751, Charleston, WV 25330-2751.

Given under my hand this 4th day of January, 2024.


JACQUELINE C. SHADLE, COUNTY CLERK

PUBLIC INPUT MEETING

MAPPING JEFFERSON COUNTY'S FUTURE

Date: January 23, 2024

Time: 7 pm - 9 pm

Location: Jefferson High School

Join us for a public input
meeting and share your
insights for the future!



For any questions you can reach us at
complan2045@jeffersoncountywv.org



Quarterly Report October 1, 2023 – December 31, 2023

1. Active Projects

- a. Civil War Battlefield Preservation in Jefferson County – Ongoing
 - i. Shepherdstown Battlefield properties acquisition and management – ongoing
 1. James Osbourn Farm easement preparation – on review by JC Planning Office
 - ii. Lobby for Antietam National Battlefield boundary expansion to include Shepherdstown Battlefield – ongoing.
 - iii. James Osbourn House and barn maintenance
 - iv. Potomac River front clean up
- b. Peter Burr Farm building improvements and programing – ongoing
- c. Develop grant application and eligibility requirements for JCHPF, a new grant program
- d. WV GeoExplorer project – sponsor and coordinate - ongoing
- e. Duffields Depot rehabilitation - ongoing
- f. Concept Plan reviews in conjunction with JC Planning Department – ongoing
- g. Cell tower reviews in conjunction with JC Planning Department – ongoing
- h. Continual verification of JCHLC historic sites inventory data – ongoing
- i. Identify all cemeteries in Jefferson County and add to GIS layer- ongoing.
- j. Actively maintain Fairview, Boyd Carter, and Middleway cemeteries - ongoing
- k. Text amendment to Zoning Ordinance to include - Delay of demolition and demolition by neglect Ordinances – ongoing
- l. Rt. 340 mitigation - contractor hired to document *Straithmore*
- m. Articles on historic preservation to appear in the *Observer* and *Spirit* – ongoing.
- n. Work with JC Schools to implement *Teaching with Historic Places* – ongoing
- o. Write a brochure for Morgan’s Grove Historic District – text and images at designer.
- p. National Register nomination for *Rees-Daniels, Fairview Farm* – Awaiting WV Archives & History Commission meeting
- q. Jefferson County Landmarks nomination for *Shenandoah Oaks* – ongoing
- r. National Register nomination for the *Woodbryne House* – ongoing
- s. National Register nomination for *Fredrick Rosenberger Farm* – Awaiting WV Archives & History Commission meeting
- t. Studying the viability of history tours of Jefferson County

2. Projects Completed

- a. Two sink holes cleaned out by WVDEP on Shepherdstown Battlefield– week of October 9
- b. Annual easement review Shepherdstown Battlefield – October 30
- c. Partnered with Jefferson County Museum on field trip for 7th graders from Charles Town Middle School November 2, 2023
- d. Fairview Cemetery- completed grant funded project - December 13th.
- e. *Jefferson County Courthouse* designated as an NHL - December 13th.
- f. Rt. 340 mitigation - WVSHPO determined *Shady Grove* eligible for NR – December 19th

Submitted by
Martin Burke, Chair

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

ACCOUNTS FOR: 001		GENERAL FUND		YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL	APPROP	REVISED	BUDGET					
001401 COUNTY COMMISSION								
001401	410100		OFFICIALS SALARY					
		227,675.00	227,675.00	84,082.14	15,619.14	0.00	143,592.86	36.9%
001401	410300		EMPLOYEES SALARY AND WAGES					
		528,613.00	520,763.00	107,767.39	19,551.21	0.00	412,995.61	20.7%
001401	410400		FICA TAX					
		33,751.00	33,751.00	11,936.24	2,238.74	0.00	21,814.76	35.4%
001401	410401		MEDICARE EXPENSE					
		7,893.00	7,893.00	2,791.54	523.57	0.00	5,101.46	35.4%
001401	410500		HEALTH INSURANCE					
		166,437.00	166,437.00	14,696.76	3,394.45	0.00	151,740.24	8.8%
001401	410599		HEALTH INSURANCE-CONTRA					
		-166,437.00	-166,437.00	-16,600.80	0.00	0.00	-149,836.20	10.0%
001401	410600		RETIREMENT					
		48,993.00	48,993.00	15,075.46	2,850.09	0.00	33,917.54	30.8%
001401	410801		OVERTIME					
		2,000.00	2,000.00	38.03	0.00	0.00	1,961.97	1.9%
001401	410802		PART TIME / EXTRA HELP					
		0.00	0.00	2,943.08	1,332.72	0.00	-2,943.08	100.0%
001401	421100		TELEPHONE					
		1,350.00	1,350.00	896.21	0.00	0.00	453.79	66.4%
001401	421400		TRAVEL					
		15,000.00	15,000.00	1,196.81	0.00	0.00	13,803.19	8.0%
001401	421800		POSTAGE					
		250.00	250.00	89.47	0.00	0.00	160.53	35.8%
001401	422000		ADVERTISING / LEGAL PUBS					
		6,000.00	6,000.00	1,195.02	0.00	0.00	4,804.98	19.9%
001401	422100		TRAINING AND EDUCATION					
		7,500.00	7,500.00	1,000.00	0.00	0.00	6,500.00	13.3%
001401	422200		DUES AND SUBSCRIPTIONS					
		13,015.00	13,015.00	10,995.00	0.00	0.00	2,020.00	84.5%
001401	422300		PROFESSIONAL SERVICES					
		70,350.00	70,350.00	33,050.60	2,923.65	0.00	37,299.40	47.0%
001401	422301		HRA-HEALTH REIMBURSEMENT ACCT					
		210,000.00	210,000.00	60,161.61	6,630.77	0.00	149,838.39	28.6%
001401	422320		EMPLOYEE ASSISTANCE PGM					
		5,040.00	5,040.00	936.00	0.00	0.00	4,104.00	18.6%
001401	422400		AUDIT COSTS					
		35,100.00	35,100.00	0.00	0.00	0.00	35,100.00	.0%
001401	422600		INSURANCE AND BONDS					
		329,000.00	329,000.00	360,385.50	0.00	0.00	-31,385.50	109.5%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

ACCOUNTS FOR: 001		GENERAL FUND		YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL	APPROP	REVISED	BUDGET					
001401	422601	130,000.00	WORKERS COMP INSURANCE 130,000.00	120,541.50	40,180.50	0.00	9,458.50	92.7%
001401	422602	20,000.00	UNEMPLOYMENT INSURANCE 20,000.00	862.44	0.00	0.00	19,137.56	4.3%
001401	422900	0.00	COURT COSTS AND DAMAGES 0.00	17,937.75	17,937.75	0.00	-17,937.75	100.0%
001401	423000	3,200.00	CONTRACTED SERVICES 3,200.00	5,192.98	0.00	0.00	-1,992.98	162.3%
001401	423900	90,000.00	INSURANCE PREMIUM RETIREE 90,000.00	46,008.00	7,668.00	0.00	43,992.00	51.1%
001401	434100	2,700.00	MATERIALS AND SUPPLIES 2,700.00	8,636.94	0.00	0.00	-5,936.94	319.9%
001401	435300	1,000.00	COMPUTER SOFTWARE 1,000.00	34.18	0.00	0.00	965.82	3.4%
001401	435600	0.00	LICENSE AND ANNUAL FEES 0.00	149.00	0.00	0.00	-149.00	100.0%
001401	456700	4,800.00	CONTR/TRSFR OTHR GOV UNIT 4,800.00	4,800.00	0.00	0.00	0.00	100.0%
001401	456708	14,231.00	IN-KIND RENT-FARMLAND PROT BD 14,231.00	0.00	0.00	0.00	14,231.00	.0%
001401	456800	1,000.00	CONTRIBUTION/ TRANSFER OTHER 1,000.00	0.00	0.00	0.00	1,000.00	.0%
001401	456800 62011	0.00	CONTRIBUTION/ TRANSFER OTHER 0.00	77,500.00	0.00	0.00	-77,500.00	100.0%
TOTAL COUNTY COMMISSION		1,808,461.00	1,800,611.00	974,298.85	120,850.59	0.00	826,312.15	54.1%
TOTAL GENERAL FUND		1,808,461.00	1,800,611.00	974,298.85	120,850.59	0.00	826,312.15	54.1%
TOTAL EXPENSES		1,808,461.00	1,800,611.00	974,298.85	120,850.59	0.00	826,312.15	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
1,808,461.00	1,800,611.00	974,298.85	120,850.59	0.00	826,312.15	54.1%

GRAND TOTAL

** END OF REPORT - Generated by Tina Branson **

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001	GENERAL FUND							
ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		

001401 COUNTY COMMISSION

001401 410100	OFFICIALS SALARY	227,675.00	227,675.00	84,082.14	15,619.14	0.00	143,592.86	36.9%
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2024/01/000094	07/21/2023	PRJ	6,846.30	REF 2402PD		WARRANT=2402PR	RUN=1	BI-WEEKL
2024/02/000005	08/04/2023	PRJ	6,846.30	REF 2403PR		WARRANT=2403PR	RUN=1	BI-WEEKL
2024/02/000127	08/18/2023	PRJ	6,846.30	REF 2404PR		WARRANT=2404PR	RUN=1	BI-WEEKL
2024/03/000005	09/01/2023	PRJ	6,846.30	REF 2405PR		WARRANT=2405PR	RUN=1	BI-WEEKL
2024/03/000071	09/15/2023	PRJ	6,846.30	REF 2406PR		WARRANT=2406PR	RUN=1	BI-WEEKL
2024/03/000181	09/29/2023	PRJ	6,846.30	REF 2407PR		WARRANT=2407PR	RUN=1	BI-WEEKL
2024/04/000057	10/13/2023	PRJ	6,846.30	REF 2408PR		WARRANT=2408PR	RUN=1	BI-WEEKL
2024/04/000111	10/27/2023	PRJ	6,846.30	REF 2409PR		WARRANT=2409PR	RUN=1	BI-WEEKL
2024/05/000027	11/09/2023	PRJ	6,846.30	REF 2410PR		WARRANT=2410PR	RUN=1	BI-WEEKL
2024/05/000092	11/24/2023	PRJ	6,846.30	REF 2411PR		WARRANT=2411PR	RUN=1	BI-WEEKL
2024/06/000009	12/08/2023	PRJ	6,846.30	REF 2412PR		WARRANT=2412PR	RUN=1	BI-WEEKL
2024/06/000062	12/22/2023	PRJ	8,772.84	REF 2413PR		WARRANT=2413PR	RUN=1	BI-WEEKL

001401 410300	EMPLOYEES SALARY AND WAGES	528,613.00	520,763.00	107,767.39	19,551.21	0.00	412,995.61	20.7%
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2024/01/000094	07/21/2023	PRJ	17,051.76	REF 2402PD		WARRANT=2402PR	RUN=1	BI-WEEKL
2024/01/000206	07/01/2023	BUA	-7,850.00	REF GENERA		EMPLOYEE RECOGNITION PROGRAM		
2024/02/000005	08/04/2023	PRJ	17,159.97	REF 2403PR		WARRANT=2403PR	RUN=1	BI-WEEKL
2024/02/000127	08/18/2023	PRJ	17,965.93	REF 2404PR		WARRANT=2404PR	RUN=1	BI-WEEKL
2024/02/000316	08/31/2023	GEN	407.85	REF REZMER		C.REZMER WRG GL 2404PR		
2024/03/000005	09/01/2023	PRJ	16,116.35	REF 2405PR		WARRANT=2405PR	RUN=1	BI-WEEKL
2024/03/000071	09/15/2023	PRJ	17,279.06	REF 2406PR		WARRANT=2406PR	RUN=1	BI-WEEKL
2024/03/000181	09/29/2023	PRJ	18,403.76	REF 2407PR		WARRANT=2407PR	RUN=1	BI-WEEKL
2024/04/000057	10/13/2023	PRJ	14,217.89	REF 2408PR		WARRANT=2408PR	RUN=1	BI-WEEKL
2024/04/000111	10/27/2023	PRJ	14,217.91	REF 2409PR		WARRANT=2409PR	RUN=1	BI-WEEKL
2024/04/000148	10/31/2023	GEN	-70,097.06	REF SALARY		FRMLND REIMB SALARY WHEELER		
2024/05/000027	11/09/2023	PRJ	16,661.16	REF 2410PR		WARRANT=2410PR	RUN=1	BI-WEEKL
2024/05/000056	11/09/2023	GEN	-944.00	REF MK GL#		WRONG GL FOR PT		
2024/05/000092	11/24/2023	PRJ	9,775.60	REF 2411PR		WARRANT=2411PR	RUN=1	BI-WEEKL
2024/06/000009	12/08/2023	PRJ	9,775.61	REF 2412PR		WARRANT=2412PR	RUN=1	BI-WEEKL
2024/06/000062	12/22/2023	PRJ	9,775.60	REF 2413PR		WARRANT=2413PR	RUN=1	BI-WEEKL

001401 410400	FICA TAX	33,751.00	33,751.00	11,936.24	2,238.74	0.00	21,814.76	35.4%
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2024/01/000094	07/21/2023	PRJ	1,454.14	REF 2402PD		WARRANT=2402PR	RUN=1	BI-WEEKL
2024/02/000005	08/04/2023	PRJ	1,460.89	REF 2403PR		WARRANT=2403PR	RUN=1	BI-WEEKL
2024/02/000127	08/18/2023	PRJ	1,536.15	REF 2404PR		WARRANT=2404PR	RUN=1	BI-WEEKL
2024/03/000005	09/01/2023	PRJ	1,396.16	REF 2405PR		WARRANT=2405PR	RUN=1	BI-WEEKL
2024/03/000071	09/15/2023	PRJ	1,468.28	REF 2406PR		WARRANT=2406PR	RUN=1	BI-WEEKL
2024/03/000181	09/29/2023	PRJ	1,565.49	REF 2407PR		WARRANT=2407PR	RUN=1	BI-WEEKL

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001		GENERAL FUND									
ORIGINAL	APPROP	REVISED	BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET			% USED	
FICA TAX											
2024/04/000057	10/13/2023	PRJ	1,290.66	REF 2408PR							
2024/04/000111	10/27/2023	PRJ	1,293.04	REF 2409PR							
2024/04/000148	10/31/2023	GEN	-4,272.16	REF SALARY							
2024/05/000027	11/09/2023	PRJ	1,445.23	REF 2410PR							
2024/05/000092	11/24/2023	PRJ	1,059.62	REF 2411PR							
2024/06/000009	12/08/2023	PRJ	1,100.96	REF 2412PR							
2024/06/000062	12/22/2023	PRJ	1,137.78	REF 2413PR							
001401 410401			MEDICARE EXPENSE								
	7,893.00		7,893.00	2,791.54	523.57	0.00	5,101.46			35.4%	
2024/01/000094	07/21/2023	PRJ	340.08	REF 2402PD							
2024/02/000005	08/04/2023	PRJ	341.65	REF 2403PR							
2024/02/000127	08/18/2023	PRJ	359.27	REF 2404PR							
2024/03/000005	09/01/2023	PRJ	326.53	REF 2405PR							
2024/03/000071	09/15/2023	PRJ	343.37	REF 2406PR							
2024/03/000181	09/29/2023	PRJ	366.14	REF 2407PR							
2024/04/000057	10/13/2023	PRJ	301.85	REF 2408PR							
2024/04/000111	10/27/2023	PRJ	302.41	REF 2409PR							
2024/04/000148	10/31/2023	GEN	-999.13	REF SALARY							
2024/05/000027	11/09/2023	PRJ	338.00	REF 2410PR							
2024/05/000092	11/24/2023	PRJ	247.80	REF 2411PR							
2024/06/000009	12/08/2023	PRJ	257.47	REF 2412PR							
2024/06/000062	12/22/2023	PRJ	266.10	REF 2413PR							
001401 410500			HEALTH INSURANCE								
	166,437.00		166,437.00	14,696.76	3,394.45	0.00	151,740.24			8.8%	
2024/01/000094	07/21/2023	PRJ	2,801.70	REF 2402PD							
2024/01/000204	07/31/2023	GEN	-3.36	REF JULINS							
2024/01/000204	07/31/2023	GEN	-1.41	REF JULINS							
2024/01/000204	07/31/2023	GEN	51.58	REF JULINS							
2024/01/000204	07/31/2023	GEN	9.41	REF JULINS							
2024/01/000204	07/31/2023	GEN	1,399.48	REF JULINS							
2024/02/000005	08/04/2023	PRJ	2,918.35	REF 2403PR							
2024/02/000127	08/18/2023	PRJ	2,797.70	REF 2404PR							
2024/02/000309	08/30/2023	GEN	-0.44	REF augins							
2024/02/000309	08/30/2023	GEN	-2.96	REF augins							
2024/02/000309	08/30/2023	GEN	-1.42	REF augins							
2024/03/000005	09/01/2023	PRJ	2,918.35	REF 2405PR							
2024/03/000071	09/15/2023	PRJ	2,797.70	REF 2406PR							
2024/03/000230	09/29/2023	GEN	-899.65	REF SEPTIN							
2024/03/000230	09/29/2023	GEN	-50.00	REF SEPTIN							
2024/03/000230	09/29/2023	GEN	-36.44	REF SEPTIN							
2024/03/000248	09/30/2023	GEN	-3.54	REF SEPIINS							
2024/03/000248	09/30/2023	GEN	-1.42	REF SEPIINS							

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001	GENERAL FUND							
ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		

HEALTH INSURANCE

2024/03/000248	09/30/2023	GEN	-174.20	REF SEPINS				DENTAL EMPLYR OVRAGE JULY 23
2024/03/000248	09/30/2023	GEN	-836.46	REF SEPINS				MEDICAL EMPLYR OVRAGE JULY 23
2024/04/000057	10/13/2023	PRJ	2,172.44	REF 2408PR				WARRANT=2408PR RUN=1 BI-WEEKL
2024/04/000111	10/27/2023	PRJ	2,064.49	REF 2409PR				WARRANT=2409PR RUN=1 BI-WEEKL
2024/04/000141	10/31/2023	GEN	-3.44	REF OCTRND				VISION/DENTAL ROUNDING OCT 23
2024/04/000141	10/31/2023	GEN	-1.48	REF OCTRND				MEDICAL ROUNDING OCT 23
2024/04/000148	10/31/2023	GEN	-10,026.09	REF SALARY				FRMLND REIMB SALARY WHEELER
2024/05/000027	11/09/2023	PRJ	1,744.85	REF 2410PR				WARRANT=2410PR RUN=1 BI-WEEKL
2024/05/000092	11/24/2023	PRJ	1,649.60	REF 2411PR				WARRANT=2411PR RUN=1 BI-WEEKL
2024/05/000129	11/30/2023	GEN	-3.50	REF NOVRND				DENTAL/VISION ROUNDING NOV 23
2024/05/000129	11/30/2023	GEN	-1.45	REF NOVRND				MEDICAL ROUNDING NOV 23
2024/05/000129	11/30/2023	GEN	11.22	REF NOVRND				JADE WARNER TERM 1/2 PREMIUM
2024/05/000129	11/30/2023	GEN	12.70	REF NOVRND				RON GARZA GL DONE WRONG WAY
2024/06/000009	12/08/2023	PRJ	1,744.85	REF 2412PR				WARRANT=2412PR RUN=1 BI-WEEKL
2024/06/000062	12/22/2023	PRJ	1,649.60	REF 2413PR				WARRANT=2413PR RUN=1 BI-WEEKL

001401 410599		HEALTH INSURANCE-CONTRA	-166,437.00		-16,600.80	0.00	0.00	-149,836.20	10.0%
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2024/01/000207	07/31/2023	GEN	-7,175.23	REF HEALTH				401 RECLASS HEALTH INS EXP
2024/02/000310	08/30/2023	GEN	-5,711.23	REF HEALTH				401 RECLASS HEALTH INS EXP
2024/03/000265	09/30/2023	GEN	-3,714.34	REF HEALTH				401 RECLASS HEALTH INS EXP

001401 410600		RETIREMENT	48,993.00		48,993.00	15,075.46	2,850.09	0.00	33,917.54	30.8%
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2024/01/000094	07/21/2023	PRJ	1,993.22	REF 2402PD				WARRANT=2402PR RUN=1 BI-WEEKL
2024/02/000005	08/04/2023	PRJ	2,002.96	REF 2403PR				WARRANT=2403PR RUN=1 BI-WEEKL
2024/02/000127	08/18/2023	PRJ	2,112.20	REF 2404PR				WARRANT=2404PR RUN=1 BI-WEEKL
2024/03/000005	09/01/2023	PRJ	1,909.03	REF 2405PR				WARRANT=2405PR RUN=1 BI-WEEKL
2024/03/000071	09/15/2023	PRJ	2,013.67	REF 2406PR				WARRANT=2406PR RUN=1 BI-WEEKL
2024/03/000181	09/29/2023	PRJ	1,946.79	REF 2407PR				WARRANT=2407PR RUN=1 BI-WEEKL
2024/04/000057	10/13/2023	PRJ	1,738.16	REF 2408PR				WARRANT=2408PR RUN=1 BI-WEEKL
2024/04/000111	10/27/2023	PRJ	1,741.58	REF 2409PR				WARRANT=2409PR RUN=1 BI-WEEKL
2024/04/000148	10/31/2023	GEN	-6,308.75	REF SALARY				FRMLND REIMB SALARY WHEELER
2024/05/000027	11/09/2023	PRJ	1,738.16	REF 2410PR				WARRANT=2410PR RUN=1 BI-WEEKL
2024/05/000092	11/24/2023	PRJ	1,338.35	REF 2411PR				WARRANT=2411PR RUN=1 BI-WEEKL
2024/06/000009	12/08/2023	PRJ	1,338.35	REF 2412PR				WARRANT=2412PR RUN=1 BI-WEEKL
2024/06/000062	12/22/2023	PRJ	1,511.74	REF 2413PR				WARRANT=2413PR RUN=1 BI-WEEKL

001401 410801		OVERTIME	2,000.00		2,000.00	38.03	0.00	0.00	1,961.97	1.9%
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2024/04/000111	10/27/2023	PRJ	38.03	REF 2409PR				WARRANT=2409PR RUN=1 BI-WEEKL
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JEFFERSON COUNTY, WV - PRODUCTION



YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001		GENERAL FUND		YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL	APPROP	REVISED	BUDGET					
001401	410802	PART TIME / EXTRA HELP		2,943.08	1,332.72	0.00	-2,943.08	100.0%
		0.00	0.00					
2024/02/000127	08/18/2023	PRJ	407.85	REF 2404PR		WARRANT=2404PR	RUN=1 BI-WEEKL	
2024/02/000316	08/31/2023	GEN	-407.85	REF REZMER		C.REZMER WRG GL	2404PR	
2024/05/000056	11/09/2023	GEN	944.00	REF MK GL#		WRONG GL FOR PT		
2024/05/000092	11/24/2023	PRJ	666.36	REF 2411PR		WARRANT=2411PR	RUN=1 BI-WEEKL	
2024/06/000009	12/08/2023	PRJ	1,332.72	REF 2412PR		WARRANT=2412PR	RUN=1 BI-WEEKL	
001401	421100	TELEPHONE		896.21	0.00	0.00	453.79	66.4%
		1,350.00	1,350.00					
2024/02/000358	08/31/2023	API	283.78	VND 010073 IN 2024109		AT&T	AT&T PAYMENT	
2024/03/000363	09/30/2023	API	283.78	VND 010073 IN 2024258		AT&T	AT&T PAYMENT	
2024/03/000363	09/30/2023	API	328.65	VND 010073 IN 2024259		AT&T	AT&T PAYMENT	
001401	421400	TRAVEL		1,196.81	0.00	0.00	13,803.19	8.0%
		15,000.00	15,000.00					
2024/02/000351	08/31/2023	API	116.00	VND 016012 IN 2023861		GLADE SPRINGS RESORT WV STATE AUDIT		
2024/02/000351	08/31/2023	API	232.00	VND 016012 IN 2023862		GLADE SPRINGS RESORT WV STATE AUDIT		
2024/02/000351	08/31/2023	API	116.00	VND 016012 IN 2023863		GLADE SPRINGS RESORT WV STATE AUDIT		
2024/02/000351	08/31/2023	API	116.00	VND 016012 IN 2023864		GLADE SPRINGS RESORT WV STATE AUDIT		
2024/02/000351	08/31/2023	API	10.87	VND 999998 IN 2023844		PCARD ONE TIME PAY	JIMMY JOHNS 12	
2024/02/000358	08/31/2023	API	188.70	VND 037056 IN 2024105		ENTERPRISE RENTACAR	ENTERPRISE REN	
2024/05/000038	11/03/2023	API	132.31	VND 019002 IN TJ/1123		TRICIA JACKSON	MILEAGE REIMBU	88809
2024/05/000098	11/16/2023	API	284.93	VND 019002 IN TJ111623		TRICIA JACKSON	WORKFORCE DEVE	88868
001401	421800	POSTAGE		89.47	0.00	0.00	160.53	35.8%
		250.00	250.00					
2024/02/000263	08/28/2023	API	34.71	VND 015002 IN 8-209-12328		FEDEX	FEDEX SERVICE	88445
2024/02/000263	08/28/2023	API	54.76	VND 015002 IN 8-216-34521		FEDEX	FEDEX SERVICE	88445
001401	422000	ADVERTISING / LEGAL PUBS		1,195.02	0.00	0.00	4,804.98	19.9%
		6,000.00	6,000.00					
2024/01/000248	07/31/2023	API	61.62	VND 019012 IN 63198/63199		SPIRIT OF JEFFERSON	LEGAL CLASSIFI	
2024/02/000196	08/15/2023	API	22.22	VND 019012 IN 63663		SPIRIT OF JEFFERSON	LEGAL CLASSIFI	88427
2024/02/000263	08/22/2023	API	61.62	VND 019012 IN 63746		SPIRIT OF JEFFERSON	LEGAL ADD	88461
2024/02/000263	08/22/2023	API	22.22	VND 019012 IN 63848		SPIRIT OF JEFFERSON	LEGAL CLASSIFI	88461
2024/03/000253	09/27/2023	API	48.90	VND 019012 IN 64178		SPIRIT OF JEFFERSON	LEGAL ADD	88645
2024/04/000058	10/04/2023	API	43.58	VND 019012 IN 64254		SPIRIT OF JEFFERSON	LEGAL AD	88677
2024/04/000149	10/30/2023	API	934.86	VND 019012 IN 64568		SPIRIT OF JEFFERSON	FINANCIAL STAT	88783

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001	GENERAL FUND								
ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED			
001401 422100	7,500.00	7,500.00	1,000.00	0.00	6,500.00	13.3%	TRAINING AND EDUCATION		
2024/01/000243	07/31/2023	API	250.00	VND 012029	IN 2023472		CCAWV CO COMM ASSOC	CCAWV TRAINING	
2024/01/000243	07/31/2023	API	250.00	VND 012029	IN 2023473		CCAWV CO COMM ASSOC	CCAWV TRAINING	
2024/01/000243	07/31/2023	API	250.00	VND 012029	IN 2023474		CCAWV CO COMM ASSOC	CCAWV TRAINING	
2024/01/000243	07/31/2023	API	250.00	VND 012029	IN 2023475		CCAWV CO COMM ASSOC	CCAWV TRAINING	
001401 422200	13,015.00	13,015.00	10,995.00	0.00	2,020.00	84.5%	DUES AND SUBSCRIPTIONS		
2024/01/000212	07/01/2023	GRV	6,500.00	REF FY23PP			REV FY23 PREPAIDS		
2024/02/000196	08/15/2023	API	595.00	VND 037489	IN 300220816		GFOA GOVERNMENT FINA M.	ZONGELLI AN	88416
2024/05/000134	11/30/2023	API	3,900.00	VND 012029	IN 6003		CCAWV CO COMM ASSOC	CCAWV ASSOC ME	88898
001401 422300	70,350.00	70,350.00	33,050.60	2,923.65	37,299.40	47.0%	PROFESSIONAL SERVICES		
2024/01/000003	07/01/2023	API	900.00	VND 022192	IN JCC072023		MILLENIUM INS GROUP	HRA ADMINISTRA	88143
2024/01/000054	07/06/2023	API	250.00	VND 022192	IN WRAP72023		MILLENIUM INS GROUP	WRAP DOCUENT F	88240
2024/01/000054	07/05/2023	API	8,145.20	VND 027112	IN JULY 2022		WILLIAM F. ROHRBAUGH	JULY 2022 LEGA	88249
2024/01/000054	07/05/2023	API	1,091.20	VND 027112	IN AUG 2022		WILLIAM F. ROHRBAUGH	AUG 2022 LEGAL	88249
2024/01/000054	07/05/2023	API	2,507.30	VND 027112	IN SEPT 2022		WILLIAM F. ROHRBAUGH	SEPT 2022 LEGA	88249
2024/01/000054	07/05/2023	API	3,636.20	VND 027112	IN OCT 2022		WILLIAM F. ROHRBAUGH	OCT 2022 LEGAL	88249
2024/01/000054	07/05/2023	API	7,018.30	VND 027112	IN NOV 2022		WILLIAM F. ROHRBAUGH	NOV 2022 LEGAL	88249
2024/01/000054	07/05/2023	API	4,835.20	VND 027112	IN DEC 2022		WILLIAM F. ROHRBAUGH	DEC 2022 LEGAL	88249
2024/01/000054	07/05/2023	API	443.20	VND 027112	IN JAN 2023		WILLIAM F. ROHRBAUGH	JAN 2023 LEGAL	88249
2024/01/000054	07/05/2023	API	4,411.70	VND 027112	IN FEB 2023		WILLIAM F. ROHRBAUGH	FEB 2023 LEGAL	88249
2024/01/000054	07/05/2023	API	2,279.20	VND 027112	IN MAR 2023		WILLIAM F. ROHRBAUGH	MARCH 2023 LEG	88249
2024/01/000054	07/05/2023	API	121.20	VND 027112	IN APRIL 2023		WILLIAM F. ROHRBAUGH	APRIL 2023 LEG	88249
2024/01/000054	07/05/2023	API	282.30	VND 027112	IN MAY 2023		WILLIAM F. ROHRBAUGH	MAY 2023 LEGAL	88249
2024/01/000054	07/05/2023	API	1,207.60	VND 027112	IN JUNE 2023		WILLIAM F. ROHRBAUGH	JUNE 2023 LEGA	88249
2024/01/000188	07/26/2023	API	810.00	VND 017085	IN 31777		COX HOLLIDA YOUNG PL	CPA SVS	88324
2024/01/000195	07/31/2023	GEN	-7,176.00	REF CRT			CASH RCT 63541	CHGRD WRG ACCT	
2024/01/000201	07/31/2023	API	126.65	VND 010172	IN CBR7/23		AMERIFLEX	ADMINISTRATIVE	88362
2024/01/000205	07/31/2023	API	195.00	VND 010172	IN CBRREN7/23		AMERIFLEX	ANNUAL COBRA R	88407
2024/01/000261	07/01/2023	GEN	-35,978.60	REF CRT AP			FY 23 INVOICES	ROHBRAUGH	
2024/02/000003	08/01/2023	API	900.00	VND 022192	IN JCC82023		MILLENIUM INS GROUP	HRA ADMINISTRA	88303
2024/02/000135	08/04/2023	API	53.42	VND 019012	IN 63485		SPIRIT OF JEFFERSON	LEGAL CLASSIFI	88392
2024/02/000196	08/17/2023	API	126.65	VND 010172	IN CBR8/23		AMERIFLEX	ADMINISTRATIVE	88407
2024/02/000263	08/23/2023	API	8,325.00	VND 029123	IN 045-430810		TYLER TECHNOLOGIES	TYLER TRAINING	88466
2024/03/000003	09/01/2023	API	900.00	VND 022192	IN JCC92023		MILLENIUM INS GROUP	HRA ADMINISTRA	88422
2024/03/000036	09/01/2023	API	1,422.00	VND 022099	IN 2210		MAZZITTI & SULL EAP	QUARTERLY EAP	88495
2024/03/000036	09/05/2023	API	5,737.28	VND 025104	IN 1403		PROGRESSIVE PRINTING	AMBO FEE MAILI	88497
2024/03/000082	09/08/2023	API	126.65	VND 010172	IN CBR9/23		AMERIFLEX	ADMINISTRATION	88505
2024/03/000142	09/19/2023	API	2,732.00	VND 011093	IN 975072		BEST BEST & KRIEGER	CABLE FRANCISE	88546
2024/03/000142	09/13/2023	API	2,076.00	VND 017085	IN 31945		COX HOLLIDA YOUNG PL	ACCDUNTING SER	88547
2024/03/000142	09/13/2023	API	42.70	VND 017126	IN G3752816		HIRERIGHT	BACKGROUND SER	88553
2024/04/000006	10/01/2023	API	900.00	VND 022192	IN JCC102023		MILLENIUM INS GROUP	HRA ADMINISTRA	88523

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001	GENERAL FUND							
ORIGINAL	APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	

PROFESSIONAL SERVICES

2024/04/000085	10/10/2023	API	126.65	VND	010172	IN	CBR10/23	AMERIFLEX	ADMINISTRATION	88690
2024/04/000117	10/18/2023	API	942.50	VND	017085	IN	32052	COX HOLLIDA YOUNG PL	PROF ACCOUNTIN	88718
2024/04/000117	10/18/2023	API	3,500.00	VND	017085	IN	32053	COX HOLLIDA YOUNG PL	PROF SERVICES	88718
2024/05/000003	11/01/2023	API	900.00	VND	022192	IN	JCC112023	MILLENIUM INS GROUP	HRA ADMINISTRA	88737
2024/05/000069	11/08/2023	API	126.65	VND	010172	IN	CBR11/23	AMERIFLEX	ADMINISTRATION	88819
2024/05/000069	11/08/2023	API	4,292.00	VND	017085	IN	32189	COX HOLLIDA YOUNG PL	CPA SVCS - OCT	88821
2024/05/000098	11/16/2023	API	1,791.80	VND	032054	IN	3211	WENDI L. WATSON	JCV-PCPC CC-19	88870
2024/06/000003	12/01/2023	API	900.00	VND	022192	IN	JCC122023	MILLENIUM INS GROUP	HRA ADMINISTRA	88828
2024/06/000015	12/04/2023	API	1,422.00	VND	022099	IN	2522	MAZZITTI & SULL EAP	QUARTERLY INVO	88912
2024/06/000037	12/11/2023	API	126.65	VND	010172	IN	CBR12/23	AMERIFLEX	ADMINISTRATION	88941
2024/06/000094	12/20/2023	API	475.00	VND	017085	IN	32272	COX HOLLIDA YOUNG PL	ACCOUNTING SVS	88999

001401 422301	210,000.00	HRA-HEALTH REIMBURSEMENT ACCT	210,000.00	60,161.61	6,630.77	0.00	149,838.39	28.6%
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2024/02/000263	08/24/2023	API	3,250.00	VND	015033	IN	HRA202384	RONALD FLETCHER	HRA EMPLOYEE D	88458
2024/02/000263	08/24/2023	API	305.82	VND	022137	IN	HRA2023085	MICHAEL MONAGHAN	HRA EMPLOYEE D	88454
2024/02/000263	08/24/2023	API	202.34	VND	032198	IN	HRA2023086	ADAM WARD	HRA EMPLOYEE D	88431
2024/03/000082	09/08/2023	API	5,250.00	VND	022137	IN	HRA2024002	MICHAEL MONAGHAN	EMPLOYEE HRA D	88522
2024/03/000082	09/08/2023	API	2,688.09	VND	034011	IN	HRA2024001	NEIL ZAHRADNIK	EMPLOYEE HRA D	88525
2024/03/000206	09/22/2023	API	5,250.00	VND	017151	IN	HRA2024003	MATTHEW HARVEY	EMPLOYEE HRA D	88599
2024/04/000085	10/10/2023	API	1,511.62	VND	011236	IN	HRA2024006	SHANNON BURLETT	EMPLOYEE HRA D	88703
2024/04/000085	10/10/2023	API	1,952.70	VND	013132	IN	HRA2024005	CYNTHIA DANNER	EMPLOYEE HRA D	88693
2024/04/000085	10/10/2023	API	5,250.00	VND	013149	IN	HRA2024004	DUANE DUNN	EMPLOYEE HRA D	88694
2024/04/000085	10/10/2023	API	2,275.27	VND	020049	IN	HRA2024007	KATHRYN KING	EMPLOYEE HRA D	88699
2024/04/000085	10/10/2023	API	2,674.44	VND	037724	IN	HRA2024008	AUTUMN ULSH	EMPLOYEE HRA D	88691
2024/04/000149	10/25/2023	API	1,199.00	VND	011211	IN	HRA2024009	LORI BROWN	EMPLOYEE HRA D	88774
2024/04/000149	10/25/2023	API	2,829.24	VND	012289	IN	HRA2024011	SAMANTHA COMBS	EMPLOYEE HRA D	88782
2024/04/000149	10/25/2023	API	275.51	VND	022159	IN	HRA2024012	JASON MICKEY	EMPLOYEE HRA D	88772
2024/04/000149	10/25/2023	API	683.07	VND	023009	IN	HRA2024010	MORGAN NICK	EMPLOYEE HRA D	88775
2024/04/000149	10/25/2023	API	5,250.00	VND	028254	IN	HRA2024013	WENDY SCHUTZ	EMPLOYEE HRA D	88786
2024/04/000149	10/25/2023	API	604.95	VND	028296	IN	HRA2014014	EVELYN STEPHENSON	EMPLOYEE HRA D	88768
2024/05/000096	11/08/2023	API	77.03	VND	012289	IN	HRA2024015	SAMANTHA COMBS	EMPLOYEE HRA D	88864
2024/05/000096	11/08/2023	API	322.89	VND	022215	IN	HRA2024016	MICHELLE EVERS	EMPLOYEE HRA D	88860
2024/05/000098	11/08/2023	API	2,575.56	VND	037724	IN	HRA2024017	AUTUMN ULSH	EMPLOYEE HRA D	88840
2024/05/000119	11/27/2023	API	45.96	VND	017157	IN	HRA2024020	MARION A. HAZEL	EMPLOYEE HRA D	88882
2024/05/000119	11/27/2023	API	3,141.51	VND	022215	IN	HRA2024019	MICHELLE EVERS	EMPLOYEE HRA D	88883
2024/05/000119	11/27/2023	API	3,572.11	VND	023009	IN	HRA2024018	MORGAN NICK	EMPLOYEE HRA D	88884
2024/05/000134	11/27/2023	API	2,343.73	VND	012289	IN	HRA2024021	SAMANTHA COMBS	EMPLOYEE HRA D	88921
2024/06/000068	12/11/2023	API	4,634.86	VND	022217	IN	HRA2024023	MONICA ANDERSON	EMPLOYEE HRA D	88976
2024/06/000068	12/11/2023	API	1,995.91	VND	028327	IN	HRA2024022	LUKE SETGFRIED	EMPLOYEE HRA D	88975

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001		GENERAL FUND		YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL	APPROP	REVISED	BUDGET					
001401 422320		EMPLOYEE ASSISTANCE PGM						
	5,040.00		5,040.00	936.00	0.00	0.00	4,104.00	18.6%
2024/01/000188	07/26/2023	API		936.00 VND 022099 IN 1923		MAZZITTI & SULL EAP	QUARTERLY EAP	88335
001401 422400		AUDIT COSTS						
	35,100.00		35,100.00	0.00	0.00	0.00	35,100.00	.0%
001401 422600		INSURANCE AND BONDS						
	329,000.00		329,000.00	360,385.50	0.00	0.00	-31,385.50	109.5%
2024/01/000004	07/01/2023	API	59,797.50	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	475.00	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	4,000.00	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	2,076.50	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	16,611.50	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	66,708.00	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	14,550.50	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	3,630.00	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	16,770.50	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/01/000004	07/01/2023	API	-1,882.50	VND 032151 IN 107156		wVCorp WV COUNTIES	FY24 1ST HALF	88183
2024/03/000036	09/01/2023	API	59,797.50	VND 032151 IN 107157		wVCorp WV COUNTIES	BUSINESS AUTO	88501
2024/03/000036	09/01/2023	API	475.00	VND 032151 IN 107157		wVCorp WV COUNTIES	CRIME	88501
2024/03/000036	09/01/2023	API	4,000.00	VND 032151 IN 107157		wVCorp WV COUNTIES	CYBER	88501
2024/03/000036	09/01/2023	API	2,076.50	VND 032151 IN 107157		wVCorp WV COUNTIES	EQUIP BREAKDOW	88501
2024/03/000036	09/01/2023	API	16,611.50	VND 032151 IN 107157		wVCorp WV COUNTIES	PROPERTY	88501
2024/03/000036	09/01/2023	API	66,708.00	VND 032151 IN 107157		wVCorp WV COUNTIES	GENERAL LIABIL	88501
2024/03/000036	09/01/2023	API	14,550.50	VND 032151 IN 107157		wVCorp WV COUNTIES	INCREASED LIM	88501
2024/03/000036	09/01/2023	API	3,630.00	VND 032151 IN 107157		wVCorp WV COUNTIES	INLAND MARINE	88501
2024/03/000036	09/01/2023	API	16,770.50	VND 032151 IN 107157		wVCorp WV COUNTIES	PUBLIC OFFICIA	88501
2024/03/000036	09/01/2023	API	-1,882.50	VND 032151 IN 107157		wVCorp WV COUNTIES	RATE CREDIT	88501
2024/03/000122	09/18/2023	GEN	-5,801.00	REF				
2024/03/000142	09/14/2023	API	712.50	VND 032151 IN 101823BPRMP		wVCorp WV COUNTIES	move deposit to correct fund	
001401 422601		WORKERS COMP INSURANCE						
	130,000.00		130,000.00	120,541.50	40,180.50	0.00	9,458.50	92.7%
2024/01/000004	07/01/2023	API	40,180.50	VND 032151 IN 107158		wVCorp WV COUNTIES	FY24 QTR 1 WOR	88184
2024/03/000034	09/01/2023	API	40,180.50	VND 032151 IN 107159		wVCorp WV COUNTIES	FY24 QTR 2 WOR	88493
2024/06/000015	12/01/2023	API	40,180.50	VND 032151 IN 107160		wVCorp WV COUNTIES	FY24 QTR 3 WOR	88936
001401 422602		UNEMPLOYMENT INSURANCE						
	20,000.00		20,000.00	862.44	0.00	0.00	19,137.56	4.3%
2024/03/000263	09/30/2023	API	862.44	VND 032116 IN QTR03/2023		WV BUREAU OF EMPLYMT	3RD QTR 2023 U	88708

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001		GENERAL FUND									
ORIGINAL	APPROP	REVISED	BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET			% USED	
001401	422900		COURT COSTS AND DAMAGES								
	0.00		0.00	17,937.75	17,937.75	0.00	-17,937.75			100.0%	
2024/06/000037	12/11/2023	API		17,937.75	VND 012304 IN 1860-003			CAMPBELL FLANNERY PC LUTMAN VS JCC		88942	
001401	423000		CONTRACTED SERVICES								
	3,200.00		3,200.00	5,192.98	0.00	0.00	-1,992.98			162.3%	
2024/01/000054	07/07/2023	API		169.55	VND 013004 IN IN118162A			DIGITAL DOCUMENT SOL EXTRA/COLOR CO		88230	
2024/01/000054	07/06/2023	API		146.91	VND 015010 IN 42656317A			FIRST CITIZENS BANK JULY 2023 COPI		88233	
2024/01/000212	07/01/2023	GRV		3,582.00	REF FY23PP			REV FY23 PREPAIDS			
2024/02/000196	08/01/2023	API		176.67	VND 013004 IN IN119250			DIGITAL DOCUMENT SOL AUGUST 2023 CO		88413	
2024/02/000196	08/14/2023	API		146.91	VND 015010 IN 42849380			FIRST CITIZENS BANK JULY COPIER SE		88502	
2024/03/000253	09/07/2023	API		232.10	VND 013004 IN IN120820			DIGITAL DOCUMENT SOL EXTRA COLOR CO		88627	
2024/03/000253	09/01/2023	API		146.91	VND 015010 IN 43051028			FIRST CITIZENS BANK COPIER SERVICE		88630	
2024/03/000273	09/28/2023	API		146.91	VND 015010 IN 43254353			FIRST CITIZENS BANK OCTOBER COPIER		88726	
2024/04/000153	10/26/2023	API		147.26	VND 015010 IN 43453351			FIRST CITIZENS BANK MONTHLY COPIER		88796	
2024/04/000153	10/26/2023	API		38.91	VND 015010 IN 43453351			FIRST CITIZENS BANK ADJUSTED PAST		88796	
2024/05/000098	11/07/2023	API		111.59	VND 013004 IN IN123840			DIGITAL DOCUMENT SOL COVERAGE 10/6/		88846	
2024/05/000134	11/28/2023	API		147.26	VND 015010 IN 43653948			FIRST CITIZENS BANK MONTHLY COPIER		88904	
001401	423900		INSURANCE PREMIUM RETIREE								
	90,000.00		90,000.00	46,008.00	7,668.00	0.00	43,992.00			51.1%	
2024/01/000103	07/14/2023	API		7,668.00	VND 027078 IN RHBT7/2023			RETIREE HLTH BEN TRU RETIREE HEALTH		88268	
2024/02/000089	08/01/2023	API		7,668.00	VND 027078 IN RHBT08/2023			RETIREE HLTH BEN TRU RETIREE HEALTH		88353	
2024/03/000253	09/29/2023	API		7,668.00	VND 027078 IN RHBT09/23			RETIREE HLTH BEN TRU RETIREE HEALTH		88642	
2024/04/000018	10/01/2023	API		7,668.00	VND 027078 IN RHBT10/23			RETIREE HLTH BEN TRU RETIREE HEALTH		88642	
2024/05/000038	11/03/2023	API		7,668.00	VND 027078 IN RHBT11/2023			RETIREE HLTH BEN TRU RETIREE HEALTH		88803	
2024/06/000015	12/01/2023	API		7,668.00	VND 027078 IN RHBT12/2023			RETIREE HLTH BEN TRU RETIREE HEALTH		88919	
001401	434100		MATERIALS AND SUPPLIES								
	2,700.00		2,700.00	8,636.94	0.00	0.00	-5,936.94			319.9%	
2024/01/000243	07/31/2023	API		97.94	VND 037008 IN 2023471			AMAZON OFFICE SUPPLIE			
2024/05/000098	11/16/2023	API		8,539.00	VND 012025 IN 2023 GARLAND			CITY OF CHARLES TOWN GARLAND FOR CO		88843	
001401	435300		COMPUTER SOFTWARE								
	1,000.00		1,000.00	34.18	0.00	0.00	965.82			3.4%	
2024/01/000248	07/31/2023	API		58.85	VND 037037 IN 2023714			MICROSOFT OFFICE MICROSOFT PROJ			
2024/02/000351	08/31/2023	API		-24.67	VND 037037 IN 2023860			MICROSOFT OFFICE MICROSOFT*365			
001401	435600		LICENSE AND ANNUAL FEES								
	0.00		0.00	149.00	0.00	0.00	-149.00			100.0%	
2024/03/000363	09/30/2023	API		149.00	VND 012025 IN JCC ANNUAL PARKING			CITY OF CHARLES TOWN CITY OF CHARLE			

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ACCOUNTS FOR: 001		GENERAL FUND						
ORIGINAL	APPROP	REVISED	BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001401 456700			CONTR/TRSFR OTHR GOV UNIT					
	4,800.00	4,800.00		4,800.00	0.00	0.00	0.00	100.0%
2024/01/000103	07/13/2023 API		4,800.00 VND 037192 IN 2021438			WV TREASURY	EFT FY24 WV PR	88314
001401 456708			IN-KIND RENT-FARMLAND PROT BD					
	14,231.00	14,231.00		0.00	0.00	0.00	14,231.00	.0%
001401 456800			CONTRIBUTION/ TRANSFER OTHER					
	1,000.00	1,000.00		0.00	0.00	0.00	1,000.00	.0%
001401 456800 G2011			CONTRIBUTION/ TRANSFER OTHER					
	0.00	0.00	77,500.00	0.00	0.00	0.00	-77,500.00	100.0%
2024/01/000004	07/01/2023 API		38,750.00 VND 019044 IN DAY24/1			JEFF DAY REPORT CNTR 2023/24 ALLOC		88206
2024/04/000002	10/05/2023 API		38,750.00 VND 019044 IN DAY24/2			JEFF DAY REPORT CNTR 2023/24 ALLOCA		88636
TOTAL COUNTY COMMISSION								
	1,808,461.00	1,800,611.00		974,298.85	120,850.59	0.00	826,312.15	54.1%
TOTAL GENERAL FUND								
	1,808,461.00	1,800,611.00		974,298.85	120,850.59	0.00	826,312.15	54.1%
TOTAL EXPENSES								
	1,808,461.00	1,800,611.00		974,298.85	120,850.59	0.00	826,312.15	

YEAR-TO-DATE BUDGET REPORT

FOR 2024 06

JOURNAL DETAIL 2024 1 TO 2024 6

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
1,808,461.00	1,800,611.00	974,298.85	120,850.59	0.00	826,312.15	54.1%

GRAND TOTAL

** END OF REPORT - Generated by Tina Branson **

Impact Fee Status Report December 2023

Office of Impact Fees

Summary

Date Range: Friday 1 through Sunday 31 December 2023

Report Date: 2 January 2024

Process Number Range: 2300752 - 2300813

Total Applications: 62

Total Non-Exempt: 56

Of which:

Commercial: 0

Residential: 56

Of which:

County: 16

Municipal: 40

Total Exempt: 6

Of which:

Commercial: 0

Residential: 6

Of which:

County: 6

Municipal: 0

Tables 1 through 7 summarize impact fee processing for December 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 December 2023	6	0	56	62
Fees collected		\$0.00	\$74,000.00	\$74,000.00
<i>Of which</i>				
School Impact Fee			\$56.00	\$56.00
Law Enforcement Fee		\$0.00	\$9,040.00	\$9,040.00
Parks & Recreation Fee			\$56,336.00	\$56,336.00
EMS Fee		\$0.00	\$5,936.00	\$5,936.00
Admin. Facilities Fee		\$0.00	\$2,632.00	\$2,632.00

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

Description	Amount
Opening Balance (1 December 2023)	\$83,367.81
November Transactions (deposits via transfer on 18 December 2023)	\$4,746.30
Interest Earned (31 December 2023)	\$54.47
Ending Balance (31 December 2023)	\$88,168.58

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

Description	Amount
Opening Balance (1 December 2023)	\$56,728.92
November Transactions (deposits via transfer on 18 December 2023)	\$2,099.15
Interest Earned (31 December 2023)	\$14.70
Ending Balance (31 December 2023)	\$58,842.77

Table 8. Total Impact Fees as of 1 December 2023/1

Description	Amount
Office of Impact Fees General Account	\$74,050.40
School Impact Fee Account	\$2,004,875.24
Law Enforcement Fee Account	\$548,331.95
Parks & Recreation Impact Fee Account	\$1,269,939.98
EMS Impact Fee Account	\$88,168.58
Administrative Facilities Account	\$58,842.77
Total Impact Fees	\$4,044,208.92

/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.



Form 100 Transaction Summary

Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between dates Friday 1 through Sunday 31 December 2023

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Exempt Applications											
2300757	12/05/2023	Blumenthal	Carol	07 Middleway	1255	495	18	49	\$0.00	12/05/2023	Form 200
2300797	12/14/2023	Lutman	Land	02 Charles Town	1300	5	10E	18	\$0.00	12/14/2023	Form 200
2300798	12/14/2023	Lutman	Land	02 Charles Town	1309	228	10E	19	\$0.00	12/14/2023	Form 200
2300799	12/14/2023	Lutman	Land	02 Charles Town	1301	220	10E	20	\$0.00	12/14/2023	Form 200
2300800	12/14/2023	Lutman	Land	02 Charles Town	1301	581	10E	21	\$0.00	12/14/2023	Form 200
2300801	12/14/2023	Lutman	Land	02 Charles Town	1301	38	10E	8	\$0.00	12/14/2023	Form 200

Category Count: 6

Category Total

\$0.00

Non-Exempt Applications											
2300752	12/01/2023	Smith	Jeff	02 Charles Town	1172	742	10C	19.1	\$1,725.00	12/01/2023	N/A
2300753	12/05/2023	Maronda	Homes	08 Ranson Corp	1297	595	9	8	\$1,160.00	12/05/2023	N/A
2300754	12/05/2023	Maronda	Homes	08 Ranson Corp	1297	595	9	8	\$1,160.00	12/05/2023	N/A
2300755	12/05/2023	Maronda	Homes	08 Ranson Corp	1297	595	9	8	\$1,160.00	12/05/2023	N/A
2300756	12/05/2023	Maronda	Homes	08 Ranson Corp	1297	595	9	8	\$1,160.00	12/05/2023	N/A
2300758	12/05/2023	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	301	\$1,725.00	12/05/2023	N/A
2300759	12/05/2023	Lutman	Land	09 Shepherdstown	1308	349	7	15.5	\$1,725.00	12/05/2023	N/A
2300760	12/06/2023	Lutman	Land	09 Shepherdstown	1308	349	7	15.5	\$1,725.00	12/06/2023	N/A
2300761	12/06/2023	Lutman	Land	09 Shepherdstown	1308	349	7	15.5	\$1,725.00	12/06/2023	N/A
2300762	12/06/2023	Lutman	Land	06 Kabletown	1300	710	9	19.31	\$1,725.00	12/06/2023	N/A
2300763	12/06/2023	Lutman	Land	06 Kabletown	1300	710	9	19.31	\$1,725.00	12/06/2023	N/A
2300764	12/06/2023	Sissler	Linda	06 Kabletown	1087	633	22	2.3	\$1,725.00	12/06/2023	N/A
2300765	12/06/2023	Dan Ryan	Builder	02 Charles Town	994	67	19	22	\$1,725.00	12/06/2023	N/A
2300766	12/06/2023	Dan Ryan	Builder	02 Charles Town	994	67	19	22	\$1,725.00	12/06/2023	N/A
2300767	12/06/2023	Dan Ryan	Builder	02 Charles Town	994	67	19	22	\$1,725.00	12/06/2023	N/A
2300768	12/06/2023	Dan Ryan	Builder	02 Charles Town	994	67	19	22	\$1,725.00	12/06/2023	N/A
2300769	12/06/2023	Dan Ryan	Builder	02 Charles Town	994	67	19	22	\$1,725.00	12/06/2023	N/A
2300770	12/07/2023	Maronda	Homes	08 Ranson Corp	1297	595	9	8	\$1,160.00	12/07/2023	N/A

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Non-Exempt Applications											
2300807	12/20/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	12/20/2023	N/A
2300808	12/20/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	12/20/2023	N/A
2300809	12/20/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	12/20/2023	N/A
2300810	12/20/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	12/20/2023	N/A
2300811	12/20/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	12/20/2023	N/A
2300812	12/20/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	12/20/2023	N/A
2300813	12/20/2023	Stanley	Martin	08 Ranson Corp	1230	240	8	1	\$1,160.00	12/20/2023	N/A
Category Count: 56								Category Total	\$74,000.00		
TOTAL APPLICATIONS: 62								Grand Total	\$74,000.00		

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: Jessica James, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *DM*
DATE: Tuesday, January 2, 2024
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 December 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300752** through **2300813**, inclusive. Within this range there were 56 non-exempt impact fee payments. This amounts to **\$56.00**.
- Interest earned by the Office of Impact Fees General Account in December 2023 amounts to **\$50.40**, of which **\$0.00** is attributed to fees collected for Schools.

As per the attached invoice, the total amount of this transfer is \$56.00.

Check # 1437



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Schools

Check Number 1437

Trace 20240102:40019.69

Date 1/2/2024

Series 1

Recipient Sheriff of Jefferson County
Amount \$56.00

Account 3107582
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 December 2023.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
12/4/2023	2300752	2003-3	11/24/2005	\$1.00
12/6/2023	2300753	2003-3	11/24/2005	\$1.00
12/6/2023	2300754	2003-3	11/24/2005	\$1.00
12/6/2023	2300755	2003-3	11/24/2005	\$1.00
12/6/2023	2300756	2003-3	11/24/2005	\$1.00
12/6/2023	2300758	2003-3	11/24/2005	\$1.00
12/6/2023	2300759	2003-3	11/24/2005	\$1.00
12/7/2023	2300760	2003-3	11/24/2005	\$1.00
12/7/2023	2300761	2003-3	11/24/2005	\$1.00
12/7/2023	2300762	2003-3	11/24/2005	\$1.00
12/7/2023	2300763	2003-3	11/24/2005	\$1.00
12/7/2023	2300764	2003-3	11/24/2005	\$1.00
12/7/2023	2300765	2003-3	11/24/2005	\$1.00
12/7/2023	2300766	2003-3	11/24/2005	\$1.00
12/7/2023	2300767	2003-3	11/24/2005	\$1.00
12/7/2023	2300768	2003-3	11/24/2005	\$1.00
12/7/2023	2300769	2003-3	11/24/2005	\$1.00
12/8/2023	2300770	2003-3	11/24/2005	\$1.00
12/8/2023	2300771	2003-3	11/24/2005	\$1.00
12/11/2023	2300772	2003-3	11/24/2005	\$1.00
12/11/2023	2300773	2003-3	11/24/2005	\$1.00
12/11/2023	2300774	2003-3	11/24/2005	\$1.00
12/11/2023	2300775	2003-3	11/24/2005	\$1.00
12/11/2023	2300776	2003-3	11/24/2005	\$1.00
12/11/2023	2300777	2003-3	11/24/2005	\$1.00
12/11/2023	2300778	2003-3	11/24/2005	\$1.00
12/11/2023	2300779	2003-3	11/24/2005	\$1.00
12/11/2023	2300780	2003-3	11/24/2005	\$1.00
12/11/2023	2300781	2003-3	11/24/2005	\$1.00
12/11/2023	2300782	2003-3	11/24/2005	\$1.00
12/11/2023	2300783	2003-3	11/24/2005	\$1.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24001
Date: 1/2/2024

Bill To:

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

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

P.O. Number

Vendor Number

Description

Amount

Impact Fee payments collected for month of December 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).

\$56.00

Interest earned by the Office of Impact Fees General Account December 2023.

Impact Fee Process Numbers 2300752 through 2300813, inclusive. Within this range, there were 56 non-exempt impact fee payments.

Total: \$56.00

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

Check Number: 1437

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: Jessica James, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *DM*
DATE: Tuesday, January 2, 2024
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 December 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300752** through **2300813**, inclusive. Within this range there were 16 non-exempt impact fee payments. This amounts to **\$9,040.00**.
- Interest earned by the Office of Impact Fees General Account in December 2023 amounts to **\$50.40**, of which **\$6.05** is attributed to fees collected for Law Enforcement.

As per the attached invoice, the total amount of this transfer is \$9,046.05.

Check # 1438



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Law Enforcement

Check Number 1438

Trace 20240102:40144.82

Date 1/2/2024

Series 2

Recipient Sheriff of Jefferson County

Amount \$9,040.00

Account 3120120

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 December 2023.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
12/4/2023	2300752	2005-1	3/22/2005	\$565.00
12/6/2023	2300753	2005-1	3/22/2005	\$0.00
12/6/2023	2300754	2005-1	3/22/2005	\$0.00
12/6/2023	2300755	2005-1	3/22/2005	\$0.00
12/6/2023	2300756	2005-1	3/22/2005	\$0.00
12/6/2023	2300758	2005-1	3/22/2005	\$565.00
12/6/2023	2300759	2005-1	3/22/2005	\$565.00
12/7/2023	2300760	2005-1	3/22/2005	\$565.00
12/7/2023	2300761	2005-1	3/22/2005	\$565.00
12/7/2023	2300762	2005-1	3/22/2005	\$565.00
12/7/2023	2300763	2005-1	3/22/2005	\$565.00
12/7/2023	2300764	2005-1	3/22/2005	\$565.00
12/7/2023	2300765	2005-1	3/22/2005	\$565.00
12/7/2023	2300766	2005-1	3/22/2005	\$565.00
12/7/2023	2300767	2005-1	3/22/2005	\$565.00
12/7/2023	2300768	2005-1	3/22/2005	\$565.00
12/7/2023	2300769	2005-1	3/22/2005	\$565.00
12/8/2023	2300770	2005-1	3/22/2005	\$0.00
12/8/2023	2300771	2005-1	3/22/2005	\$0.00
12/11/2023	2300772	2005-1	3/22/2005	\$0.00
12/11/2023	2300773	2005-1	3/22/2005	\$0.00
12/11/2023	2300774	2005-1	3/22/2005	\$0.00
12/11/2023	2300775	2005-1	3/22/2005	\$0.00
12/11/2023	2300776	2005-1	3/22/2005	\$0.00
12/11/2023	2300777	2005-1	3/22/2005	\$0.00
12/11/2023	2300778	2005-1	3/22/2005	\$0.00
12/11/2023	2300779	2005-1	3/22/2005	\$0.00
12/11/2023	2300780	2005-1	3/22/2005	\$0.00
12/11/2023	2300781	2005-1	3/22/2005	\$0.00
12/11/2023	2300782	2005-1	3/22/2005	\$0.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24002
Date: 1/2/2024

Bill To:

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

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description	Amount
Impact Fee payments collected for month of December 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).	\$9,040.00
Interest earned by the Office of Impact Fees General Account December 2023.	\$6.05
Impact Fee Process Numbers 2300752 through 2300813, inclusive. Within this range, there were 16 non-exempt impact fee payments.	
Total:	\$9,046.05

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

Check Number: 1438

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: Jessica James, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Tuesday, January 2, 2024
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 December 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300752** through **2300813**, inclusive. Within this range there were 56 non-exempt impact fee payments. This amounts to **\$56,336.00**.
- Interest earned by the Office of Impact Fees General Account in December 2023 amounts to **\$50.40**, of which **\$38.30** is attributed to fees collected for Parks and Recreation.

As per the attached invoice, the total amount of this transfer is \$56,374.30.

Check # 1439



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Parks & Rec

Check Number 1439

Trace 20240102:40199.52

Date 1/2/2024

Series 3

Recipient Sheriff of Jefferson County

Account 3122808

Amount \$56,336.00

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 December 2023.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
12/4/2023	2300752	2005-2	5/12/2005	\$1,006.00
12/6/2023	2300753	2005-2	5/12/2005	\$1,006.00
12/6/2023	2300754	2005-2	5/12/2005	\$1,006.00
12/6/2023	2300755	2005-2	5/12/2005	\$1,006.00
12/6/2023	2300756	2005-2	5/12/2005	\$1,006.00
12/6/2023	2300758	2005-2	5/12/2005	\$1,006.00
12/6/2023	2300759	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300760	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300761	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300762	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300763	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300764	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300765	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300766	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300767	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300768	2005-2	5/12/2005	\$1,006.00
12/7/2023	2300769	2005-2	5/12/2005	\$1,006.00
12/8/2023	2300770	2005-2	5/12/2005	\$1,006.00
12/8/2023	2300771	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300772	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300773	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300774	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300775	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300776	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300777	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300778	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300779	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300780	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300781	2005-2	5/12/2005	\$1,006.00
12/11/2023	2300782	2005-2	5/12/2005	\$1,006.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24003
Date: 1/2/2024

Bill To:

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

Pay To:

Sheriff of Jefferson County
P.O. Box 9
Charles Town, WV 25414

P.O. Number

Vendor Number

Description	Amount
Impact Fee payments collected for month of December 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).	\$56,336.00
Interest earned by the Office of Impact Fees General Account December 2023.	\$38.30
Impact Fee Process Numbers 2300752 through 2300813, inclusive. Within this range, there were 56 non-exempt impact fee payments.	
	Total: \$56,374.30

Notes/Comments: Transfer of funds into Parks & Recreation Impact Fee Account (3122808).

Check Number: 1439

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: Jessica James, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Tuesday, January 2, 2024
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 December 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300752** through **2300813**, inclusive. Within this range there were 56 non-exempt impact fee payments. This amounts to **\$5,936.00**.
- Interest earned by the Office of Impact Fees General Account in December 2023 amounts to **\$50.40**, of which **\$4.03** is attributed to fees collected for Emergency Services.

As per the attached invoice, the total amount of this transfer is \$5,940.03.

Check # 1440



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

EMS

Check Number 1440

Trace 20240102:40272.98

Date 1/2/2024

Series 4

Recipient Sheriff of Jefferson County

Amount \$5,936.00

Account 3122816

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 December 2023.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
12/4/2023	2300752	2005-3	5/12/2005	\$106.00
12/6/2023	2300753	2005-3	5/12/2005	\$106.00
12/6/2023	2300754	2005-3	5/12/2005	\$106.00
12/6/2023	2300755	2005-3	5/12/2005	\$106.00
12/6/2023	2300756	2005-3	5/12/2005	\$106.00
12/6/2023	2300758	2005-3	5/12/2005	\$106.00
12/6/2023	2300759	2005-3	5/12/2005	\$106.00
12/7/2023	2300760	2005-3	5/12/2005	\$106.00
12/7/2023	2300761	2005-3	5/12/2005	\$106.00
12/7/2023	2300762	2005-3	5/12/2005	\$106.00
12/7/2023	2300763	2005-3	5/12/2005	\$106.00
12/7/2023	2300764	2005-3	5/12/2005	\$106.00
12/7/2023	2300765	2005-3	5/12/2005	\$106.00
12/7/2023	2300766	2005-3	5/12/2005	\$106.00
12/7/2023	2300767	2005-3	5/12/2005	\$106.00
12/7/2023	2300768	2005-3	5/12/2005	\$106.00
12/7/2023	2300769	2005-3	5/12/2005	\$106.00
12/8/2023	2300770	2005-3	5/12/2005	\$106.00
12/8/2023	2300771	2005-3	5/12/2005	\$106.00
12/11/2023	2300772	2005-3	5/12/2005	\$106.00
12/11/2023	2300773	2005-3	5/12/2005	\$106.00
12/11/2023	2300774	2005-3	5/12/2005	\$106.00
12/11/2023	2300775	2005-3	5/12/2005	\$106.00
12/11/2023	2300776	2005-3	5/12/2005	\$106.00
12/11/2023	2300777	2005-3	5/12/2005	\$106.00
12/11/2023	2300778	2005-3	5/12/2005	\$106.00
12/11/2023	2300779	2005-3	5/12/2005	\$106.00
12/11/2023	2300780	2005-3	5/12/2005	\$106.00
12/11/2023	2300781	2005-3	5/12/2005	\$106.00
12/11/2023	2300782	2005-3	5/12/2005	\$106.00
12/11/2023	2300783	2005-3	5/12/2005	\$106.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24004
Date: 1/2/2024

Bill To:	Pay To:
Office of Impact Fees 116 East Washington Street Suite 100 Charles Town, WV 25414	Sheriff of Jefferson County P.O. Box 9 Charles Town, WV 25414

P.O. Number	Vendor Number
--------------------	----------------------

Description	Amount
Impact Fee payments collected for month of December 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).	\$5,936.00
Interest earned by the Office of Impact Fees General Account December 2023.	\$4.03
Impact Fee Process Numbers 2300752 through 2300813, inclusive. Within this range, there were 56 non-exempt impact fee payments.	
Total:	\$5,940.03

Notes/Comments: Transfer of funds into EMS Impact Fee Account (3122816).

Check Number: 1440

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

COPY

Michelle Mason
Impact Fee Program Specialist

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

MEMORANDUM

TO: Jessica James, Tina Branson, and Teresa Hendricks
FROM: Michelle Mason *MM*
DATE: Tuesday, January 2, 2024
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 December 2023.

This transfer consists of two components:

- Impact Fee Process Numbers **2300752** through **2300813**, inclusive. Within this range there were 56 non-exempt impact fee payments. This amounts to **\$2,632.00**.
- Interest earned by the Office of Impact Fees General Account in December 2023 amounts to **\$50.40**, of which **\$2.02** is attributed to fees collected for Administrative Facilities.

As per the attached invoice, the total amount of this transfer is \$2,634.02.

Check # 1441



Account Withdraws
Office of Impact Fees - Jefferson County Government

Account 3111776

Admin. Facilities

Check Number 1441

Trace 20240102:40314.71

Date 1/2/2024

Series 5

Recipient Sheriff of Jefferson County

Amount \$2,632.00

Account 33182570

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 December 2023.

Deposit Date	Process Number	Ordinance	Enact Date	Amount
12/4/2023	2300752	2021-1	8/5/2021	\$47.00
12/6/2023	2300753	2021-1	8/5/2021	\$47.00
12/6/2023	2300754	2021-1	8/5/2021	\$47.00
12/6/2023	2300755	2021-1	8/5/2021	\$47.00
12/6/2023	2300756	2021-1	8/5/2021	\$47.00
12/6/2023	2300758	2021-1	8/5/2021	\$47.00
12/6/2023	2300759	2021-1	8/5/2021	\$47.00
12/7/2023	2300760	2021-1	8/5/2021	\$47.00
12/7/2023	2300761	2021-1	8/5/2021	\$47.00
12/7/2023	2300762	2021-1	8/5/2021	\$47.00
12/7/2023	2300763	2021-1	8/5/2021	\$47.00
12/7/2023	2300764	2021-1	8/5/2021	\$47.00
12/7/2023	2300765	2021-1	8/5/2021	\$47.00
12/7/2023	2300766	2021-1	8/5/2021	\$47.00
12/7/2023	2300767	2021-1	8/5/2021	\$47.00
12/7/2023	2300768	2021-1	8/5/2021	\$47.00
12/7/2023	2300769	2021-1	8/5/2021	\$47.00
12/8/2023	2300770	2021-1	8/5/2021	\$47.00
12/8/2023	2300771	2021-1	8/5/2021	\$47.00
12/11/2023	2300772	2021-1	8/5/2021	\$47.00
12/11/2023	2300773	2021-1	8/5/2021	\$47.00
12/11/2023	2300774	2021-1	8/5/2021	\$47.00
12/11/2023	2300775	2021-1	8/5/2021	\$47.00
12/11/2023	2300776	2021-1	8/5/2021	\$47.00
12/11/2023	2300777	2021-1	8/5/2021	\$47.00
12/11/2023	2300778	2021-1	8/5/2021	\$47.00
12/11/2023	2300779	2021-1	8/5/2021	\$47.00
12/11/2023	2300780	2021-1	8/5/2021	\$47.00
12/11/2023	2300781	2021-1	8/5/2021	\$47.00
12/11/2023	2300782	2021-1	8/5/2021	\$47.00

Jefferson County Commission

P.O. Box 250
Charles Town, WV 25414

Invoice

Number: 24005
Date: 1/2/2024

Bill To:

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

Pay To:

Sheriff of Jefferson County
P.O. Box 9

Charles Town, WV 25414

P.O. Number

Vendor Number

Description	Amount
Impact Fee payments collected for month of December 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).	\$2,632.00
Interest earned by the Office of Impact Fees General Account December 2023.	\$2.02
Impact Fee Process Numbers 2300752 through 2300813, inclusive. Within this range, there were 56 non-exempt impact fee payments.	
Total:	\$2,634.02

Notes/Comments: Transfer of funds into Administrative Facilities Impact Fee Account (33182570).

Check Number: 1441

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Jacki Shadle**
Department or Organization: **County Clerk**
Estimation of amount of time needed for appointment: **5 minutes**
Date Requested – 1st Choice: **January 18, 2024**
If a specific date is needed, please provide reason for specific date:
Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **New Hire approval for full time Probate Clerk**

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

I would like to hire Joseph Burwell as a full-time Probate Clerk. His start date will be January 22, 2024.

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 hire Joseph Burwell as a full-time Probate Clerk with a start date of January 22, 2024.

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

**Public Comment for Jefferson County Commission meeting for
January 4, 2024**

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

PUBLIC COMMENT – From the minutes of December 21, 2023:

Presentation #11 – Nathan Cochran Item “e”.

“Fire levy is not ready to move forward...”

Here we go! I, David Tabb have told the public for two (2) years that Stolipher was going to put a fire levy on the taxpayers. The taxpayers just had their largest tax increase ever. The Jefferson County taxpayers have already paid enough money for emergency services. The fact is Stolipher and his band of thieves took the money for impact fees and gave that back to his development buddies. November 2024 is not that far away to replace the Charles Town Magistrate District County Commissioner. David Tabb will be on the ballot. The question is: Does the resident tax payer want more taxes and less service or accountably and a voice to how the government is to be run?

Presentation #16 –

Bowles, Rice and Jackson Kelly reinstated the June 2022 Solar Text Amendment.

- (1) Stolipher should not be allowed to even be involved in any Solar Text Amendment; especially for executive session.
- (2) To rescind action of the Solar Text of September 7, 2023. Vote was 3-0. Jackson and Krouse recused themselves. Stolipher’s name was not in the minutes, so who was the third (3rd) vote? If Stolipher did vote it would be a conflict.

With the current County Commission and our other state elected officials, to include our elected judicial judges: it appears the government is fighting the government and its quite hilarious! It used to be, just the government fighting David Tabb!

With all the conflict in Jefferson County, State of West Virginia, the United States and the world’s disruptions; I am glad I can sit back and watch the governments destroy themselves.

“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

From: Robert Aitcheson <bob.aitch46@gmail.com>
Sent: Thursday, January 11, 2024 6:00 PM
To: Jessica James
Subject: Re: Political Party Distinctions in Jefferson County Are Meaningless!

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

Jessica,

Reference is made to my email requesting to be put on the next County Commission agenda. I need to know as soon as possible when that will be.

Thank you very much. Respectfully,
Bob Aitcheson

On Mon, Jan 8, 2024 at 6:33 PM Robert Aitcheson <bob.aitch46@gmail.com> wrote:
Jessica,

I request to be put on the agenda for the next County Commission meeting. The enclosed is in part the subject matter of my presentation.

Thank you. Respectfully,
Bob Aitcheson

----- Forwarded message -----

From: Robert Aitcheson <bob.aitch46@gmail.com>
Date: Thu, Jan 4, 2024 at 1:54 PM
Subject: Political Party Distinctions in Jefferson County Are Meaningless!
To: Anne Dungan <annedungan@hotmail.com>, Elliot Simon <esimon779@gmail.com>, Jacki Shadle <jacki.shadle66@gmail.com>, Jane Tabb <Vinemont.farm@gmail.com>, Jean Jacobs <jmikejean@aol.com>, Jennifer Krouse <jckkrouse@gmail.com>, Jill Upson <upson4wv@gmail.com>, Melodie Williams <4unet1@comcast.net>, Steve Stolipher <stolipherjcc@gmail.com>, Steven Roberts <sroberts37@hotmail.com>, Toni Milbourne <ttpams@comcast.net>, Tricia Jackson <commissioner.triciajackson@gmail.com>, <pmajdi@jeffersoncoutywv.org>, <rayregsmith@gmail.com>, <riley.moore29@gmail.com>

In what follows, where opinions are stated, they are solely the opinions of the author exercising what's left of his rights under the First Amendment of the US Constitution and Article III of the West Virginia Constitution.

It is disgusting to the point of being physically nauseating that, with few exceptions (and we know who they are) in Jefferson County as in our national politics, the Republican Party has been infiltrated and taken over by leftists, not traditional liberal Democrats, but flat out leftists and their uninformed or worse, virtue signalers, who follow them like sheep. Here, as in too many other places in this country, the labels, Democrat and Republican, don't work any more!

The Jefferson County Republican Executive Committee (JCREC) is no exception. Unfortunately for Jefferson County, there is a small minority of principled conservatives on the JCREC. The rest are being led around by, again, a minority concerned only with money and power (their own). There could be no clearer example to illustrate this crisis level problem than the recent alleged “selection” in its secret vote for three candidates from which to fill a vacancy on the County Commission.

Jefferson County is being invaded and destroyed by companies using some Federal taxpayer funds via tax credits and outright subsidies, to install 8-10,000 acres of solar panels on our farmland, the best in our State according to the USDA soils analysis. (Two courageous County Commissioners have tried to stem the tide only to be met with lawfare by the money and power crowd, but that’s a whole separate story in itself).

So who did we end up with as the fifth commissioner!

Look at the website at the place where he works to find out: Conservation International, a globalist, leftist organization espousing the 1992 UN Framework Convention on Climate Change (COP 28 Policy) and the Paris Agreement. There you will find such quotes as:

“CI helps countries achieve the goals of the Paris Agreement.”

CI goals:

“Galvanize ambitious climate action ... by halting and reversing nature loss [undefined, of course] by 2030, while RAPIDLY PHASING OUT FOSSIL FUELS.” (Emphasis added.)

“Encourage parties to include specific targets, policies and actions ... to mitigate and address the consequences of CLIMATE CHANGE.” (Emphasis added.)

And they even get some of their funding from US taxpayers for this giant scam!

This guy who was promoted by the JCREC and ultimately selected through a highly questionable process of elimination, works for this outfit as Vice President of Government Policy and Strategy. In other words, he’s a lobbyist, maybe even the head lobbyist for the outfit in DC!

This is who we now have in the seat of power in Jefferson County who just green lighted Stolipher’s (retirement) policy to reinstate the Solar Text Amendment to allow the other six industrial solar compounds (4 are already in various stages) coming soon to blanket our County, ostensibly (except at night and on cloudy days) to serve a new data center in Northern Virginia.

He claims to be a “Conservative Conservationist”, but, in reality, he is a leftist opportunist and a phony. He’s about as conservative as the toe nail on your little toe!

You watch and mark the date you read this, the next thing coming down the pike will be these California and Colorado companies coming to our County Commission wanting PILOT Agreements (Payment In Lieu Of Taxes) to pay about 40% of what they should pay at their normal commercial rates. They’re not satisfied to take from us Federal taxpayers, they want to get it from us again!

You watch what the so-called Republicans have done to us when this comes up for Madji’s vote in the County Commission. He’ll vote for it! Mark my words! Ask yourself, will he consider the consequences to our County when, in three years, these solar panels are obsolete & we’ll have to find a toxic dump to put them in?

The JCREC is a disgrace and makes me ashamed to, though very temporarily, be a registered Republican!

Bob Aitcheson

PS. Place this in the record of the next JCC and JCREC meetings.