

**AGENDA  
JEFFERSON COUNTY COMMISSION  
FIRST QUARTERLY SESSION - JANUARY-MARCH 2024  
THURSDAY, FEBRUARY 1, 2024  
9:30 A.M.**

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

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**CALL TO ORDER**

**PRAYER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

- January 18, 2024 Regular Meeting

**APPROVAL OF ACCOUNTS PAYABLE**

- January 25, 2024
- February 1, 2024

**APPROVAL OF MANUAL CHECKS**

- January 26, 2024
- February 2, 2024

**APPROVAL OF REQUISITIONS**

- February 1, 2024

**APPROVAL OF PAYROLL**

- January 19, 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](mailto:info@jeffersoncountywv.org). Your comments will be included in the minutes and agenda correspondence. Please include your name.***

## **PRESENTATIONS**

1. 9:45 a.m. Angie Banks, Assessor  
- Approval of Exonerations
2. 9:55 a.m. Tom Hansen, Sheriff  
- New Hire – Part-time Bailiff
3. 10:05 a.m. Nikki Painter, Chief Deputy Clerk, County Clerk's Voter & Elections Office  
- Approval of Extended Emergency Absentee Voting Policy  
- Approval of Early Voting Location  
- Election Update/Timeline
4. 10:20 a.m. Keith Lowry, Jefferson County Community Ministries  
- Funding Request - \$70,000 from the WV First Foundation
5. 10:35 a.m. Kelly Franklin, Jefferson County Day Report Center  
- FY25 West Virginia Community Corrections Grant
6. 10:45 a.m. Laura Kuhn, Director, Fleet & Facilities  
- Approval of Enterprise Fleet Management Lease Agreement
7. 11:00 a.m. Mike Sine, Director, Jefferson County Emergency Services  
- Employee Status Changes and New Hires  
- ESO Fire Reporting Software
8. 11:15 a.m. Roger Goodwin, Chief County Engineer  
- Complete Construction Bond Release for UFP Ranson, LLC – Universal Forest Products Ranson Plant Expansion (File #S18-04)  
- Complete Construction Bond Release for Holtzman DII Corporation – Burr Business Park Lot 16 (File #19-4-SP)  
- Presentation of Calendar Year 2023 Annual Report for the Office of Impact Fees  
- Presentation of the FY 2025 Capital Improvement Plan for the Office of Impact Fees
9. 12:00 p.m. Bessie Nelson, Budget Director  
- FY25 Budget Charge
10. 12:15 p.m. Nathan Cochran, Assistant Prosecuting Attorney

a. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. 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. Report by counsel of the status of the advisory opinion regarding the Planning Commission committee meetings

c. Discussion of legal issues and potential action regarding the Jefferson County Circuit Court Civil Action No.'s 2023-C-221 through 251 [Deputies v. JCC]

- d. Discussion of minor boundary issue between Berkeley and Jefferson Counties
- e. Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property
- f. Update on BZA residency requirement Issue

**UNFINISHED BUSINESS**

11. Appointment to the Jefferson County Board of Zoning Appeals – one three-year term ending January 1, 2027

**INTERIM COUNTY ADMINISTRATOR REPORTS**

- Update on Hiring – County Administrator and Deputy County Administrator Positions
- ESA Onboarding Update
- TIF Attorney Update
- Update on Meeting Room Sound Amplification
- Boards & Employees Ethics Training
- Approval of Temporary Assignment – Department of Homeland Security and Emergency Management
- Opioid Settlement Plan
- Board Vacancies
- On-Boarding Commissioner Majdi

12. RECESS

-----AFTERNOON SESSION-----

13. 1:30 p.m. Board of Review and Equalization – Jefferson County Courthouse  
100 E. Washington St., Charles Town WV, 25414

14. ADJOURN

**CORRESPONDENCE AND INFORMATION**

2024 Board of Review and Equalization Notice

Notice of Public Hearing – Harvest Hills Zoning Map Amendment

Public Comment receiving from the following: David Tabb

*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, January 18, 2024**

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A meeting of the Jefferson County Commission was held on Thursday, January 18, 2024, during the fourth quarterly session at 6:00 pm. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, Commissioner Jane Tabb, Commissioner Tricia Jackson, Commissioner Pasha Majdi, and Commissioner Jennifer Krouse. 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 18, 2024, meeting is available on the Jefferson County Commission website.

**PRAYER- Pastor Anthony Aaron- Grace Baptist Church**

#### **PLEDGE OF ALLEGIANCE**

#### **APPROVAL OF MINUTES**

Motion by Mr. Stolipher to approve the December 21, 2023, Regular Meeting with edits.  
Motioned seconded and unanimously approved.

Motion by Mr. Stolipher to approve the January 4, 2024, Regular Meeting with edits.  
Motioned seconded and unanimously approved.

**APPROVAL OF ACCOUNTS PAYABLE**

<b>CHECK NUMBER</b>		<b>VENDOR NAME</b>	<b>UNCLEARED</b>
89060		AMANDA MILLER	145.41
89061		AT&T	279.20
89062		AUTOZONE	4.27
89063		BENJAMIN S WILLIAMS	109.00
89064		BOLAND TRANE SERVICES INC	1,939.00
89065		COX HOLLIDA YOUNG PLLC	1,814.33
89066		DARRELL COX	109.00
89067		FIRST CITIZENS BANK & TRUST CO	2,230.47
89068		FRONTIER	2.25
89069		FRONTIER	3,078.95
89070		FRONTIER	55.00
89071		GUTTMAN OIL CO	3,916.18
89072		INSIGHT PUBLIC SECTOR INC	54,649.80
89073		INTRENSIC LLC	14,131.50
89074		JASON MICKEY	1,520.07
89075		KATHRYN KING	1,630.22
89076		MARY K THOMPSON	3,810.77
89077		MICHELLE EVERS	330.00
89078		MILLENIUM INSURANCE GROUP	900.00
89079		MORGAN NICK	986.18
89080		MOTOROLA SOLUTIONS INC	98,557.75
89081		NAPA AUTO PARTS	102.91
89082		NICOLE NOBREGA	4,449.16
89083		PANSCH INVESTIGATIONS LLC	275.00
89084		PATTON BUILDING SERVICES, INC	12,782.00
89085		POTOMAC EDISON	39,569.48
89086		RETIREE HEALTH BENEFIT TRUST	7,668.00
89087		RICE TIRES CO	594.40
89088		DR. ROBERT E. JONES III	1,000.00
89089		ROBIN KENNEDY	145.41
89090		SHANNON BURLETT	171.62
89091		SPIRIT OF JEFFERSON	215.08
89092		TAMMY MOBLEY	1,683.92
89093		TEK ADVISORS LLC	4,437.34
89094		THE HARTFORD	2,413.00
89095		THE HARTFORD	3,622.46
89096		THOMAS HANSEN	155.00

89097		UNIFIRST	231.28
89098	GS/004	GENERAL COUNTY FUND-J FEE	9,055.55
TOTAL			278,770.96

- **Motion by Mr. Stolipher to approve the accounts payable for January 11, 2024, in the amount of \$278,770.96. Motion seconded and unanimously approved.**

CHECK NUMBER		VENDOR NAME	UNCLEARED
89100		BUREAU OF CHILD SUPPORT	373.39
89101		COMPTROLLER OF MARYLAND	903.63
89102		EASTERN PANHANDLE REGIONAL PLANNING & DEVELOPMENT	7,500.00
89103		EFTPS IRS TAXES	112,787.32
89104		EMPOWER RETIREMENT	6,883.67
89105		FRONTIER	162.83
89106		FRONTIER	7,301.97
89107		FRONTIER	209.35
89108		JEFF CO DEPUTY SHERIFF'S ASSOC	1,330.00
89109		JEFFERSON SECURITY BANK	4,045.00
89110		NATIONWIDE RETIREMENT SOLUTIONS	1,065.00
89111		PA DEPT OF REVENUE	281.84
89112		STATE TAX DEPARTMENT	150.00
89113		US BANK	138,052.49
89114		WV DEPUTY SHERIFF RETIREMENT SYSTEM	24,139.76
89115		WV EMERGENCY MEDICAL SERVICES RETIREMENT SYSTEM	6,475.12
89116		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	47,137.08
89117		WV REGIONAL JAIL & CORRECTION FACILITY AUTH	54,780.06
89118		WV STATE TAX DEPARTMENT	31,913.18
89119		WV ASSOCIATION OF COUNTIES	335.00
TOTAL			445,826.69

- **Motion by Mr. Stolipher to approve the accounts payable for January 18, 2024, in the amount of \$445,826.69. Motion seconded and unanimously approved.**

### **APPROVAL OF MANUAL CHECKS**

			10-Jan-24
			OTHER FUNDS
Check #	Fund	Vendor	Amount
594	CS/002	BRENDA HINKLE	\$295.55
287	AR/207	R.S. EXCAVATING & CONSTRUCTION	\$3,310.00

288	AR/207	TIM FRAKER SIGNS	\$3,980.00
1872	CO/246	R.E. MICHEL CO LLC	\$259.49
1437	SI/249	SHERIFF OF JEFFERSON COUNTY-SCHOOL IMPACT	\$56.00
1438	LI/249	SHERIFF OF JEFFERSON COUNTY-LAW ENFORCE IMPACT	\$9,046.05
1439	PI/249	SHERIFF OF JEFFERSON COUNTY- PARK & REC IMPACT	\$56,374.30
1440	EI/249	SHERIFF OF JEFFERSON COUNTY- EMS IMPACT	\$5,940.03
1441	AI/249	SHERIFF OF JEFFERSON COUNTY- ADMIN IMPACT	\$2,634.02
<b>TOTAL</b>			<b>\$81,895.44</b>

- **Motion by Mr. Stolipher to approve the manual checks for January 11, 2024, in the amount of \$81,895.44. Motion seconded and unanimously approved.**

			18-Jan-24	
		OTHER FUNDS		
Check #	Fund	Vendor		Amount
891	HD/008	D-TRAX, LLC		\$992.00
892	HD/08	US BANK, SHERIFF OF JEFFERSON CO		\$91.36
1125	AV/056	US BANK, SHERIFF OF JEFFERSON CO		\$648.35
289	AR/207	STRYKER MEDICAL		\$66,024.75
290	AR/207	US BANK, SHERIFF OF JEFFERSON CO		\$898.64
<b>TOTAL</b>				<b>\$68,655.10</b>

- **Motion by Mr. Stolipher to approve the manual checks for January 19, 2024, in the amount of \$68,655.10 Motion seconded and unanimously approved.**

### **APPROVAL OF REQUISITIONS**

**Motion by Mr. Stolipher to approve the Requisitions in the amount of \$310,721.00. Motion seconded and unanimously approved.**

### **APPROVAL OF PAYROLL**

**Motion by Mr. Stolipher to approve the payroll for in the amount of \$333,550.19. Motion seconded and unanimously approved.**

**PUBLIC COMMENT:**

David Tabb

**PRESENTATIONS**

1. Jacqueline Shadle- County Clerk- Requested approval of full-time probate clerk.

- **Mr. Stolipher motioned to hire Joseph Burwell as a full-time probate clerk with a start date of January 19, 2024, and a salary of \$53,000. The motion was seconded by Mrs. Tabb and unanimously approved.**

2. Martin Burke- Jefferson County Historic Landmarks Commission requested for the Jeffersou County courthouse to be open on Saturday, April 23, 2024, from 10:30-3 pm.

- **Mrs. Krouse motioned to approve the Jefferson County Courthouse to be open to the public on April 23, 2024, from 10:30 am-3 pm. The motion was seconded by Mr. Majdi and unanimously approved.**

3. Interviews and Appointments to:

Jefferson County Board of Zoning Appeals for a three-year term ending January 1, 2027.

- **Mr. Stolipher motioned to appoint Matthew McKinney to the Jefferson County Board of Zoning Appeals for a three-year term ending January 1, 2027. The motion was seconded by Mrs. Krouse and unanimously approved.**
- **Mr. Stolipher motioned to nominate Jacob Harris to the Jefferson County Board of Zoning Appeals for a three-year term ending January 1, 2027, until**

**the reappointment issue has been resolved regarding his eligibility. The motion was seconded by Mr. Majdi and unanimously approved.**

Eastern Panhandle Transit Authority Board for two three-year terms ending January 31, 2027.

- **Mrs. Tabb motioned to nominate Andrew Mollohan to the Eastern Panhandle Transit Authority Board for a three-year term ending January 31, 2027. The motion was seconded by Mr. Majdi and unanimously approved.**

Joy Lewis (no confirmation received) **NO SHOW**

4. Public Hearing request: Application of G&S Properties, LLC, RAI Properties, LLC

**Public Comments: None received**

- **Mr. Stolipher motioned to approve the petition filed on behalf of RAI Properties, LLC, and G&S Properties, LLC, and to schedule and public hearing that meets the appropriate required Public Notice. The motion was seconded by Mrs. Tabb and unanimously approved.**

*Supporting documentation is attached*

5. Elizabeth Wheeler, Director, Jefferson County Farmland Protection- Requested approval of purchase of two agriculture conservation easements.

- **Mrs. Tabb motioned to approve the purchase of one conservation easement on the property in Jefferson County owned by Aspen Pool Farm, LLC. (Property 2022-03) by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program. The motion was seconded by Mrs. Krouse and unanimously approved.**
- **Mrs. Tabb motioned to approve the purchase of one conservation easement on the property in Jefferson County owned by Mrs. Gloria Willis (Property**

**2023-01) by the Jefferson County Farmland Protection Board. The Motion was seconded by Mr. Stolipher and unanimously approved.**

6. Dan Murphy- Greenway Engineering- Requested to schedule a public hearing for Harvest Hill Subdivision Phase II request for Zoning Map Amendment.
  - **Mr. Stolipher motioned to send the request to the Planning Commission to receive a recommendation if the request is in accordance with the Comprehensive Plan and to schedule a public hearing for Harvest Hill Subdivision Phase II request for Zoning Map Amendment for March 7, 2024, at 11:00 am. The motion was seconded by Mrs. Krouse and unanimously approved.**
  
7. Todd Wilt- city manager of the City of Ranson- Requested the annexation of three acres owned by the estate of Jeffrey Clarence Haymaker deceased, to the City of Ranson.
  - **Mr. Stolipher motioned to confirm the annexation of three acres owned by the estate of Jeffrey Clarence Haymaker deceased, to the City of Ranson as provided by West Virginia code §§ 8-6-4 and 8-6-4a. The motion was seconded by Mrs. Tabb and unanimously approved.**
  
8. Douglas Rockwell- Requested payment of attorney fees and cost for case number CC-19-2021-1, CC-33, 34,35, 36 and 75

*It was the consensus of the commission to table this until legal counsel was present and discuss in executive session.*

9. Dick Myers- Deputy Director- Jefferson County Office of Homeland Security and Emergency Management- Requested approvals
  - a. Approval to adopt the 2023 Jefferson County Multi-Jurisdictional Hazard Mitigation Plan.
    - **Mrs. Krouse motioned that Jefferson County Commission adopt the 2023 Multi-Jurisdictional Hazard Mitigation Plan as approved by the WV State Hazard Mitigation Office and FEMA Region 3. The motion was seconded by Mrs. Tabb and unanimously approved.**

b. Approval to release the funds in the amount of \$57,000.00 to Michael Baker International.

- **Mrs. Tabb motioned to approve the 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. The motion was seconded by Mrs. Tabb and unanimously approved.**

10. 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. 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.

- **Mr. Majdi moved to have the county attorney update the County Commission in writing on January 24, 2024, as to the status of the inquiry. The motion was by seconded Ms. Jackson and unanimously approved.**

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].

- **Mr. Stolipher moved to enter into executive session to receive legal advice and status updates on item(s) 8; and 11 a, b, and f. The motion seconded was by Mr. Majdi and unanimously approved.**

- **Mr. Stolipher moved to exit executive session and reconvene in regular session. The motion was seconded by Mrs. Tabb and unanimously approved.**
- **Mr. Stolipher moved to direct counsel as directed for agenda item Number 11f. The motion was seconded by Mr. Majdi and unanimously approved.**
- **Mr. Stolipher moved to sign the Memorandum of Understanding contract with US Custom Border Patrol / Advanced Training Center. The motion was seconded by Ms. Jackson and unanimously approved.**

## **NEW BUSINESS**

11. 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)

*Action under this agenda item was considered under 10c.*

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

*It was the consensus of the commission to table action on this agenda item.*

13. Continuity of Emergency Service Protocol (PM)

- **Mr. Majdi motioned to direct county staff to draft a protocol in conformance with state law to maintain the continuity of emergency services if the Commission is unable to meet or otherwise unable to approve expenditures including and not limited to the County's purchase order policy. Furthermore to draft and send a letter, in consultation with the county 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.**

## INTERIM COUNTY ADMINISTRATOR REPORT

1. Legislative Summary
2. Update on hiring solicitations
3. Emergency Services Agency onboarding
4. Update on Tax Increment Financing (TIF) lawyer
  - **Ms. Jackson motioned to amend an action of the commission from September 2023 by requiring the interim county administrator to bring engagement letters from possible TIF attorneys before the Commission before engaging in a contract with any firm. Mr. Majdi requested that engagement letters should detail any representation of clients before the Commission. Ms. Jackson agreed to add this language to her original motion. The motion was Seconded by Mrs. Krouse and unanimously approved.**
5. Draft budget schedule
6. BORE workshop date request (action requested)
  - **Mr. Stolipher motioned to hold a Board of Review and Equalization (BORE) workshop on Tuesday, January 30, 2024, at 9:30 am. The motion was seconded by Ms. Jackson and unanimously approved.**
7. Follow up on the Harvest Hills vote
8. Follow up on amplified sound/ displaying the text of proposed motions
9. Boards training
10. CoxHollida Young engagement letter

- **Mr. Stolipher motioned to approve the CoxHollida Young engagement letter to provide budget preparation services. The motion was seconded by Mr. Majdi and unanimously approved.**

### **Adjourn**

The Commission adjourned at 10:39 pm a motion by Mr. Stolipher. The motion was seconded and unanimously approved.

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Steve Stolipher, PRESIDENT

Respectfully submitted  
Sorayda Pitts  
Administrative Assistant



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 PURSUANT TO WEST VIRGINIA  
CODE SECTION 7-1-3H, 1931 AS AMENDED

ORDER

This matter came on to be heard this 18<sup>th</sup> day of January, 2024 before the County Commission of Jefferson County, West Virginia pursuant to the Petition of G & S Properties, LLC and RAI Properties, LLC, pursuant to WV Code Section 7-1-3H, 1931 as Amended upon notice of publication pursuant to the law, as published in the Spirit of Jefferson – Farmers Advocate on the 28<sup>th</sup> day of December, 2023 and that more than fifteen (15) days have elapsed since the publication of the notice of this hearing and upon the appearance of James B. Crawford, III as counsel for the Applicants/Petitioners.

The Commission then took evidence and testimony from diverse witnesses and based upon the evidence and testimony, the Commission makes the following findings of facts:.

1. That the Petitioners herein are the only abutting land owners to the road that is sought to be abandoned by this matter and that any interest in the road to be abandoned that was held by others in the past have been conveyed by prior deeds to the Petitioners herein through their various chains of title. Further, there are no other individuals who need to be served with notice of this hearing other than the publication that was published in the Spirit of Jefferson – Farmers Advocate on the 28<sup>th</sup> day of December, 2023 and that more than fifteen (15) days have elapsed since the publication of this notice.
2. That the road which is sought to be abandoned was memorialized in a deed dated September 26, 1901, between Joseph V. Bell and Ella C. Bell and John D. McGarry, et al

which is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 90 at Page 418.

3. That the road memorialized by the aforesaid deed in 1901 has been abandoned and not used for several years and in fact a portion of the same was abandoned by this Commission's Order of August 16, 1990, as the same is recorded in the aforesaid Clerk's Office in Deed Book 665 at Page 375. A plat of this right of way is also shown on the plat made by Appalachian Surveys, Inc. entitled "McGarry Heirs" dated December 31, 1986 and recorded in the aforesaid Clerk's Office in Plat Book 7 at Page 68 which is also Exhibit C attached to the petition filed herein. The road also appears to be shown on the S. Howell Brown map of 1883 as lying between the lands of Josiah D Flagg and James B McGarry.
4. That the road has become a part of the Burr Industrial Park and is no longer needed for any use by the Petitioner's herein and any other parties. That the road is located totally within the boundaries of the property owned by the Petitioners and there are no abutting other land owners.
5. That the Commission finds that the 16' right of way as described herein serves no public purpose and has been abandoned.

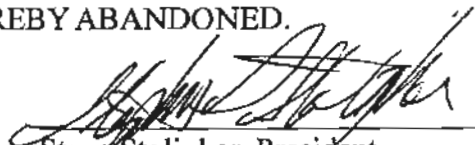
WHEREUPON, the Commission, having polled its members, and its members voting 5 in favor and 0 opposed, and by virtue of the authority of the Commission under Section 7-1-3H, West Virginia Code, 1931 as amended does hereby declare and Order as follows:

All of that certain lot or parcel of real estate which is situate in the Charles Town District, Jefferson County, West Virginia by virtue of a deed from the County Commission of Jefferson

County, West Virginia and recorded in the aforesaid Clerk's Office in Deed Book 598 at Page 46, that runs across said parcel of land is a 16' 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 Ohio Railroad right of way (now CSX) along the eastern boundary line of Parcel 2 as 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" which is recorded in the aforesaid Clerk's Office in Plat Book 7 at Page 68(A).

It is hereby ORDERED that the portion of the right of way that was not abandoned pursuant to this Court's Order of August 16, 1990 is hereby ORDERED abandoned.

It is further ORDERED that a certified copy of this Order shall be entered on the public record in the Clerk's Office of Jefferson County, West Virginia in the land records thereof and to be recorded contemporaneously with the County Commission and the abandonment of said unused road lying and running between the north side of State Route 115 and the southern right of way line of CSX Railroad as shown on the aforementioned plat prepared by Appalachian Surveys, beginning at point 244, thence running south 02-26-58 east approximately 554.55' to the previously abandoned portion of the 16' right of way as set forth in the August 16, 1990 order, thence perpendicular 16' to a new point lying on the southern side of the western boundary line of the 16' right of way and thence north 02-26-58 east to a point situate in the southern boundary line of CSX boundary line, and thence in a northwesterly direction 16' to Point 244 and it is hereby CLOSED, VACATED AND HEREBY ABANDONED.

  
Steve Stolipher, President

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

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

12/27 1t

DUPLICATE

# Certificate of Publication

JEFFERSON PUBLISHING COMPANY, INC., Publisher

**SPIRIT OF JEFFERSON ADVOCATE**

Charles Town, W. Va. December 27 20 23

I hereby certify that the annexed Notice

in the case of Application of G+S Properties, LLC, RAT Properties, LLC  
and Jefferson county Development Authority

has been published once a week for one successive weeks, in the Spirit of Jefferson

Advocate, a newspaper published in Charles Town, Jefferson County, West Virginia, in the issues of

December 27, 20 23,

as required by law.

Tim Cook

Editor/Manager, Spirit of Jefferson Advocate

State of West Virginia

County of Jefferson

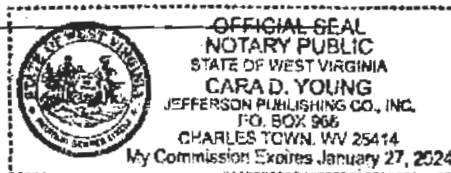
Personally appeared before me, Tim Cook, Editor/Manager

of the Spirit of Jefferson Advocate, and made oath that the above certificate is true and correct.

Cara D. Young

Notary Public

Commission expires





# REQUISITIONS TO BE APPROVED

February 1, 2024

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
ELECTIONS	24043	\$ 46,453.05	ESS Election Systems & Software	Yearly Election Equip. Contract
IT	24040	\$ 17,475.00	ESRI	Maintenance Renewal
	24042	\$ 17,971.59	InSight Public Sector Inc.	Watchguard Yearly Renewal
	24046	\$ 10,890.12	InSight Public Sector Inc.	4 - Microsoft SQL Stand Core Ed.
<b>GRAND TOTAL</b>		<b>\$ 92,789.76</b>		



DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$488,012.75		\$488,012.75
6.2% Tax Payable OASDI	\$29,150.97		\$29,150.97
1.45% Tax Payable HI	\$6,817.46		\$6,817.46
Fed Withholding	\$40,850.46		\$40,850.46
PA State Tax	\$281.84		\$281.84
WV State Withholding	\$16,139.05		\$16,139.05
VA State Tax	\$558.20		\$558.20
MD State Tax	\$903.63		\$903.63
PERS Retirement Deduct 4.5%	\$8,649.91		\$8,649.91
PERS Retirement Deduct 6%	\$8,474.86		\$8,474.86
DSRS Retirement Deduct 8.5%	\$8,375.01		\$8,375.01
EMS Retirement Deduct 8.5%	\$1,408.82		\$1,408.82
Hosp. Pre-Taxed	\$15,884.00		\$15,884.00
D/VF	\$1,653.29		\$1,653.29
AFLAC Pre-Taxed	\$299.37		\$299.37
AFLAC Post-Taxed	\$758.88		\$758.88
Optional Life Post-Taxed	\$1,794.73		\$1,794.73
Wage Attach #1	\$373.39		\$373.39
Wage Attach #2	\$150.00		\$150.00
Wage Attach #3	\$0.00		\$0.00
Wage Attach #4			\$0.00
457 - Nationwide	\$1,065.00		\$1,065.00
457I - Empower	\$4,991.36		\$4,991.36
457R - Roth	\$1,892.31		\$1,892.31
Christmas Club	\$4,045.00		\$4,045.00
Colonial(Plus)	\$47.84		\$47.84
Uniforms			\$0.00
Total Deductions	\$154,565.38	\$0.00	\$154,565.38
Net Wages Total	\$333,447.37	\$0.00	\$333,447.37
Payroll Date	January 19, 2024		



**JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM**

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Name: Angela Banks

Department or Organization: Assessor

Commission Meeting Date: Feb 1, 2024

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Exonerations

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

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: Angela Banks

Phone Number: 304-728-3224

Email Address:



**JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM**

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Name: Tom Hansen

Department or Organization: Sheriff and Treasurer

Commission Meeting Date: Next Available

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Part-time Bailiff New Hire

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

There is a need for part-time bailiffs to be added to our list to call upon to fill posts within the courthouses. A former bailiff has expressed a desire to return and we would welcome having him back.

Type of Request: (Funding/Hiring): hiring

Funding/Salary/Hourly Amount: 17.00/hour

Name of Hire (if Applicable): James Eddy

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period): see below

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):

I move to approve the hire of James Eddy as a part-time Bailiff beginning 2/5/24 at a rate of \$17/hour.

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: 304-728-3205

Email Address:

dlowe@jeffersoncountywv.org



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



Name: **Nikki Painter**

Department or Organization: **Voter & Elections**

Estimation of amount of time needed for appointment: **15 mins**

Date Requested – 1<sup>st</sup> Choice: **February 1, 2024**

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

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

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

1. **Approval of the Extended Emergency Absentee Voting Policy**
2. **Approval of the early voting location**
3. **Election Update/Timeline**

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*):

1. **To approve the Extended Emergency Absentee Voting Policy as presented.**
2. **To approve the Early Voting location of Charles Washington Hall**

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



**Extended Emergency Absentee Voting Policy**  
**Primary Election – May 14, 2024**

**Policy**

The Jefferson County Commission will extend emergency absentee voting to voters who have been admitted to an approved hospital or duly licensed health care facility no earlier than three (3) days preceding the election and no later than noon on Election Day.

**Provisions**

The emergency absentee policy is extended to the following:

- Jefferson Medical Center
- Berkeley Medical Center
- Martinsburg VA Medical Center
- Winchester Medical Center
- Hospice of the Panhandle Inpatient Facility

**Procedures**

The voter or immediate family member requests an emergency absentee ballot from the County Clerk's Office no later than noon on Election Day.

The clerk's office will provide two (2) employees of opposite political party the *Application for Voting an Emergency Absentee Voter's Ballot, Declaration of Emergency Absentee Ballot Commissioners*, ballot and all absentee materials needed to vote.

The team of two (2) will deliver the materials to the voter and will await the completion of the application and ballot. If the voter is assisted in voting, the clerk employees or a person of the voter's choice must sign the *Absent Voter's Ballot Envelope No. 2* on the line provided for the "Name of Person Giving Assistance".

The voter must be able to sign the application. Power-of-attorney is not valid for voting.

The application and voted ballot will be returned to the courthouse and the clerks must sign an oath that no person other than the voter voted the ballot.

The Jefferson County Commission approved the policy on the 1st day of February 2024.

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Commission President

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County Clerk



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



Name: Keith Lowry

Department or Organization: Jefferson County Community Ministries (JCCM)

Estimation of amount of time needed for appointment: 10 Minutes

Date Requested – 1<sup>st</sup> Choice: **February 1<sup>st</sup> 2024**


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

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

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

JCCM is requesting \$70,000 from Jefferson County's WV First Foundation distribution. Opioid and addiction disorders are impacting Jefferson County. JCCM is providing services and shelter for clients impacted by this crisis. Due to the recent inclement weather, JCCM has had to work overtime to provide these services with smaller staff and less volunteers, thus creating a budget shortfall. See attached for further details.

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

 See attached for further information.

Is this a funding request? Yes  
If so, how much? \$ 70,000  
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 **N** Internet/Wi Fi **N** Telephone for conference call **N**

Contact information: Keith Lowry

Email address: Directorkeith@jccm.us

Phone Number: 571.213.4651

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

not applicable





Dear Jefferson County Commissioners,

JCCM is requesting emergency funds of \$70,000 from Jefferson County’s WV First Foundation distribution. The opioid and addiction crisis continues to pose a significant threat to the well-being of our residents. Our shelter services have increased 18% over the last season.

As you are aware, the opioid crisis continues to impact the lives of our residents significantly. The recent onset of frigid temperatures and winter precipitation has created an emergency for those without shelter, increasing the risk of substance abuse. JCCM has been actively involved in providing essential services to combat the opioid crisis, and we are now confronted with the immediate need for additional funding to expand our shelter services during daytime hours.

The extended shelter coverage during daytime hours aims to provide a supervised environment, positive programming, and access to necessary facilities. This initiative is not only meeting the basic needs of our community members but is also preventing the onset and/or relapse of substance use among individuals who are unsheltered.

We emphasize the importance of "Diversion Services" as a key strategy in effectively preventing opioid use. These services, including one-time rental assistance, utility aid, and support for vital documents, play a pivotal role in averting homelessness and the associated costs linked to re-stabilization. Economic stress is a contributing factor to onset and relapse of opioid dependency (Thomas et al., 2019).

JCCM’s Shelter is currently averaging about 16 clients each night and serves about 50 unique individuals each year. December’s “Diversion Services” and shelter expenses include:

<u>December 2023</u>	<u># of Clients</u>	<u>Costs December 2023</u>
<b>Monthly Salary Expenditure</b>	-	\$36,000 (salaries alone)
<b>Rental Assistance</b>	2	\$1,685
<b>Utility Assistance</b> (propane, electric)	10	\$2,096.77
<b>Vital Document Fees</b> (birth certs, state IDs)	9	\$207.50
<b>Behavioral Health Appts.</b>	24	\$1,800
<b>Prescription Assistance</b>	4	\$172.41
<b>Motel Vouchers</b> (clients with minors, medical respite for clients going into treatment)	12	\$2,350
<b>Transportation</b> (gas vouchers, bus passes)	29	\$347
	<b>TOTAL</b>	<b>\$44,659.68</b>





Considering the urgency of this situation, we kindly request the Jefferson County Commission's support through emergency funding to sustain and enhance our shelter services through the cold weather season ending March 31st. We are seeking urgent funding of \$100,000; We are asking for \$30,000 from the City of Charles Town, and \$70,000 from Jefferson County. Your support will not only address the immediate needs of our community members but will also contribute significantly to the broader effort in combating the opioid crisis.

Because we anticipated having a permanent shelter completed by this time and have spent over \$140,000 to meet the necessary preliminary requirements for construction, JCCM did not foresee this budget shortfall. It is more expensive for us to operate without that facility.

We welcome the opportunity for further discussion or meetings to provide additional information and answer any questions you may have. Thank you for your time, consideration, and dedication to the well-being of our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith A. Lowry", written over a light blue horizontal line.

Keith A. Lowry  
Executive Director, JCCM  
1/22/24

Thomas, N., van de Ven, K., & Mulrooney, K. J. D. (2019). The impact of rurality on opioid-related harms: A systematic review of qualitative research. *International Journal of Drug Policy*, 85, 102607. <https://doi.org/10.1016/j.drugpo.2019.11.015>



[www.jccm.us](http://www.jccm.us)



238 West Washington Street  
Charles Town, WV 25414



304-725-3186



[info@jccm.us](mailto:info@jccm.us)

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



Name: Kelly Franklin

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

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: February 2024 (daytime meeting preferred)

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

Date Requested – 2<sup>nd</sup> Choice: February 2024 (evening meeting)

Subject (*Wording to be placed on agenda*): **FY 2025 West Virginia Community Corrections Grant**

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

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

The County required match will be provided through the Jefferson Day Report Center budget allotment as in previous years, with no increase requested. The same funding amount will be requested from the Division of Justice and Reinvestment Subcommittee as outlined in the attached grant application.

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

If so, how much?

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

*The County Commission authorizes Stephen Stolipher, President, to act on its behalf to enter into a contractual agreement with the Division of Justice and Administrative Services to receive and administer grant funds and provide the required County match through the Jefferson Day Report Center's budget allotment, pursuant to provisions of the Community Corrections Program.*

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

If not attached, explain:

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

Contact information:

Email address: kfranklin@jeffersondrc.com jlyons@jeffersondrc.com

Phone Number: (304) 728-3527

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



**West Virginia Community Corrections  
Grant Program Application**

**General Administrative Information  
Section 1**

<b><u>Applicant Agency:</u></b> Jefferson County Commission	<b><u>Type of Agency:</u></b>
<b>Address:</b> PO Box 250 Charles Town, WV 25414	<input type="checkbox"/> Municipality
<b>Phone:</b> (304) 728-3284	<input checked="" type="checkbox"/> County
<b>Fax Number:</b> (304) 728-7916	<b><u>Type of Application:</u></b>
	<input checked="" type="checkbox"/> For State Funds
	<input type="checkbox"/> No State Funds

<b><u>Project Director:</u></b> Kelly J. Franklin	<b><u>Fiscal Officer:</u></b> Bessie Nelson
<b>PD Title:</b> Executive Director	<b>FO Title:</b> Budget Director
<b>Address:</b> 130 E. Burr Blvd., 1 <sup>st</sup> Floor Keameysville, WV 25430	<b>Address:</b> 124 E Washington St. Charles Town, WV 25414
<b>Phone:</b> (304) 728-3527	<b>Phone:</b> (304) 724-8425
<b>Fax:</b> (304) 728-3814	<b>Fax:</b> (304) 725-7916
<b>Email:</b> <a href="mailto:kfranklin@jeffersondrc.com">KFRANKLIN@JEFFERSONDRC.COM</a>	<b>Email:</b> <a href="mailto:BNELSON@JEFFERSONCOUNTYWV.ORG">BNELSON@JEFFERSONCOUNTYWV.ORG</a>

State Funds Requested: \$155,000.00      Amount Awarded:  
 Local Funds Committed: \$155,000.00      (for JCS use only)  
 Project Period: July 1, 2024 – June 30, 2025

Number of years previously funded: 10      Previous Year Number admitted: 550  
 Geographic Area(s) Served: Jefferson County  
 Total Population: 59,381

Project Title: Jefferson Day Report Center Program

**Project Description:** The Jefferson Day Report Center program is an alternative sentence program that combines close community supervision with an intensive treatment program for offenders sentenced or referred by criminal justice agencies as an alternative to incarceration.

*Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances if funding is provided.*

<b><u>Authorized Official:</u></b> Steve Stolipher	<b><u>AO Title:</u></b> President
<b>Address:</b> PO Box 250 Charles Town, WV 25414	<b>Phone:</b> (304) 728-3284
	<b>Fax:</b> (304) 728-7916
	<b>E-Mail:</b> <a href="mailto:STOLIPHERICC@GMAIL.COM">STOLIPHERICC@GMAIL.COM</a>
<b>Signature:</b>	<b>Date:</b>



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

Effective: July 23, 2019

Revision History: N/A

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

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

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

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

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

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

**6. SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- 60 or more days late in submitting reports;
- Failure to submit reports;
- High Risk Grantee as determined by the JCS High Risk Assessment; or
- Any other cause shown.

**7. SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Official (please print): Steve Stolpher

Authorized Official Signature: \_\_\_\_\_

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



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

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

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

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

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

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

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

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

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

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

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

Authorized Official [please print]: Steve Stolpher

Authorized Official Signature: \_\_\_\_\_

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

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

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

Recipient's Name: Jefferson County Commission	
Address: PO Box 250, Charles Town, WV 25414	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DUNS Number: 077414548	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Steve Stolpher, Jefferson County Commission - President	
Telephone Number: 304-728-3284	E-Mail Address: stolpherjcc@gmail.com

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Less than fifty employees.
- Nonprofit Organization
- Indian Tribe
- Educational Institution
- Medical Institution.
- Receiving a single award(s) less than \$25,000.

I, \_\_\_\_\_ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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

Print or Type Name and Title	Signature	Date
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### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

*If a recipient agency has fifty or more employees and is receiving a single award or subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):*

I, \_\_\_\_\_ [responsible official], certify that [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization], \_\_\_\_\_  
[address], \_\_\_\_\_

Print or Type Name and Title	Signature	Date
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### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

*If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.*

I, Steve Stolpher \_\_\_\_\_ [responsible official], certify that Jefferson County Commission [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

Steve Stolpher, Jefferson County Commission - President	Signature	Date
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U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

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

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

### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Department of Justice, Office of Justice Programs, ATTN: Control Desk, 833 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

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

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

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

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

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

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

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

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

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

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

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

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

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

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

1. Grantee Name and Address:

Jefferson County Commission  
PO Box 250  
Charles Town, WV 25414

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

25-CC-07

55-60000296

4. Typed Name and Title of Authorized Representative

Steve Stolipher, Jefferson County Commission - President

5. Signature

6. Date

**RESOLUTION OF THE COMMUNITY CORRECTIONS SUBCOMMITTEE OF THE  
GOVERNOR'S COMMITTEE ON CRIME, DELIQUENCY AND CORRECTION**

**WHEREAS,**

The Provision of West Virginia Code 62-11C-6 place the responsibilities for establishing, maintaining and supervising local community corrections programs in the community criminal justice boards, and there has been persistent confusion in some parts of the state on this issue, in that these powers have been shared with, or delegated to, the fiscal agent for the grant, it is hereby **RESOLVED,**

**THAT,** since the responsibility for establishing, maintaining and supervising local community corrections program is fully vested in the community criminal justice board, which is the governing board (Code of state rules 149-4-2.(4)., further expanded upon and clarified in the duly adopted Community Corrections Grant Program Guideline 11.3.b.) a local board may not allow any other local agency or entity to veto, divest or usurp any of these responsibilities even if the agency serves as the fiscal agent. The subcommittee finds that client eligibility hiring, personnel and budgetary issues are foremost among those duties that must be approved by the community criminal justice board provided that when the local community corrections program administrative office uses the West Virginia Supreme Court of Appeals as a fiscal agent, then the advisory board and chief probation officer shall assume day to day oversight and control just as a local community criminal justice board would. The local advisory board shall consult with the local judges(s) on the programs that are to be offered.

**STEVE STOLIPHER, PRESIDENT  
JEFFERSON COUNTY COMMISSION**

## RESOLUTION

The Commission of Jefferson County met on \_\_\_\_\_ with a quorum present and passed the following resolution.

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

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

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



Name: Laura Kuhn

Department or Organization: Fleet & Facility Management

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: 2/1/2024

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

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

Subject (*Wording to be placed on agenda*): **Approval of Enterprise Fleet Management Lease Agreement**

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

I am requesting the approval of a Vehicle Lease Agreement with Enterprise Fleet Management to transition the County's fleet from purchased vehicles to a leased vehicle program.

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

Move to authorize the Director of Fleet and Facilities to enter into a lease agreement with Enterprise Fleet Management to transition the County's fleet to a leased vehicle program.

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: Laura Kuhn

Email address: LKuhn@jeffersoncountywv.org

Phone Number: 304-728-3355

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

not applicable

## **Optimizing Jefferson County Commission's Fleet Management:**

### **Fleet Overview**

- **Total Vehicles:** Approximately 115
  - Vehicles with Over 100,000 Miles: 44
  - Vehicles Over 10 Years Old: 49
    - 10-15 years old: 21 Vehicles
    - 15-20 years old: 18 Vehicles
    - 20+ years old: 10 Vehicles

### **Current Procurement Challenges:**

#### **1. RFP Process Constraints:**

- Limited window for ordering vehicles creates challenges.
- Lack of timely notifications from manufacturers to dealers.

#### **2. Cancellations and Backlogs:**

- Seven vehicles ordered for FY23; only two received.
- Three orders completely cancelled; two vehicles on back order for 9 months.

#### **3. Production Delays:**

- Extended wait times for vehicle deliveries (9 months or more).

#### **4. Increased Costs:**

- Significant rise in costs for new vehicle purchases due to supply and demand issues.

### **Current Fleet Challenges:**

#### **1. Aged Fleet:**

- Lack of a healthy replacement cycle through the purchasing process.

#### **2. Safety Concerns:**

- Older vehicles lack modern safety features, increasing risks.
- Higher likelihood of roadside breakdowns poses safety risks to County employees.

#### **3. Fuel Economy:**

- Newer vehicles offer improved fuel efficiency.

#### **4. Maintenance & Repair Costs:**

- Older vehicles more prone to costly repairs; increasing major breakdowns.

#### **5. Pool Vehicles Insufficiency:**

- Inadequate pool vehicles for the Sheriff's office, impacting deputy coverage.
- Limitations when employees or elected officials need County vehicles for training trips.

*Addressing these challenges is crucial for ensuring a safer, more efficient, and cost-effective fleet management system.*

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**JEFFERSON COUNTY COMMISSION FLEET**  
**(Vehicles Hi-Lighted are Over 100,000 miles and/or Over 10 Years Old)**

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

**JEFFERSON COUNTY COMMISSION FLEET**  
**(Vehicles Hi-Lighted are Over 100,000 miles and/or Over 10 Years Old)**

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

### Explanation of Lease Exposure:

Below is an example that shows the trajectory of lease exposure throughout the term. In this scenario, the vehicle demonstrates a favorable risk position, reaching a positive stance midway through its 5-year term.

For flexibility, the depreciation rate can be tailored to the County's preference for each vehicle type. Enterprise commonly aligns it to break even midway, ensuring a lower monthly payment. This strategic approach results in a surplus at the term's end, providing an advantageous cushion for the County.

Illustrating this with numbers, in the given example, the County stands to recoup \$10,284, emphasizing the tangible benefits of the chosen approach.

LEASE STRUCTURE						
Lease Terms			Delivered Price		Factory Invoice	
Term	Dep %	LC \$	SVC CHG	After CPR		Before CPR
60	1.50	142.00	\$400	\$ 29,406.00	\$ 29,406.00	\$ 29,406.00

Rule of 78	Months in Service	Rental Adjuster \$	RBV	Market Value	Factory Invoice %	Market Position	Net Position w/ Rent Coverage
0	0	\$ -	\$ 29,406.00	\$ 27,500.00	94%	\$ (1,906.00)	\$ (2,780.64)
3.31	6	\$ 754.02	\$ 27,913.48	\$ 25,350.00	86%	\$ (2,563.48)	\$ (3,439.12)
6.64	12	\$ 1,340.48	\$ 25,853.40	\$ 23,200.00	79%	\$ (2,653.40)	\$ (3,528.04)
10.00	18	\$ 1,759.38	\$ 23,626.76	\$ 21,900.00	74%	\$ (1,726.76)	\$ (2,600.40)
13.33	24	\$ 2,010.72	\$ 21,239.84	\$ 20,800.00	70%	\$ (639.84)	\$ (1,505.20)
16.67	30	\$ 2,094.80	\$ 18,867.80	\$ 19,100.00	65%	\$ 432.20	\$ (442.43)
20.00	36	\$ 2,010.72	\$ 15,937.48	\$ 17,600.00	60%	\$ 1,662.52	\$ 787.89
23.33	42	\$ 1,759.38	\$ 13,039.60	\$ 16,750.00	57%	\$ 3,710.40	\$ 2,835.77
26.67	48	\$ 1,340.48	\$ 9,974.16	\$ 15,900.00	54%	\$ 5,925.84	\$ 5,051.21
30.00	54	\$ 754.02	\$ 6,741.16	\$ 15,200.00	52%	\$ 8,458.84	\$ 7,564.21
33.33	60	\$ -	\$ 3,340.60	\$ 14,500.00	49%	\$ 11,159.40	\$ 10,284.77



### Jefferson County - Replacement Plan - Equity Lease Costs



**Maximum Period Lease Term:**  
 8 Years  
 Flexible Mileage based on 10,000 annual pattern  
 (15,000 Miles for Police)

YMMS

Vehicle Type  
 Additional Equipment Type  
 Equipment Cost Factored

	2024 Dodge Durango Pursuit 4dr All-Wheel Drive	2024 Nissan Rogue SV 4dr All-Wheel Drive	2024 Nissan Frontier S 4x4 Crew Cab 5 ft box 126 in. WB	2024 Ford Expedition Max XL 4dr 4x4	2024 RAM 2500 Tradesman 4x4 Regular Cab 6 ft. box 140.5 in. WB	
Vehicle Type	SUV Police	SUV	Compact Pickup	Full Size SUV	3/4 Ton Pickup	
Additional Equipment Type	Police	None	None	None	Snow Plow	
Equipment Cost Factored	\$10,000	\$0	\$0	\$0	\$7,500	
Quantity	20	6	4	3	1	34
Monthly Lease Payment Per Vehicle	\$1,055.00	\$570.00	\$660.00	\$1,125.00	\$1,115.00	
Annual Lease Cost Total	\$253,200	\$41,040	\$30,720	\$40,800	\$13,980	\$379,740
Estimated Equity at Term Per Vehicle	\$12,445	\$7,060	\$8,425	\$10,690	\$12,990	
Total Estimated Equity at Term	\$248,900	\$42,360	\$33,700	\$32,070	\$12,990	\$370,020
Factory Order Incentive per Vehicle (Savings)	\$4,000	\$1,800	\$950	\$1,000	\$2,800	
Total Savings from Incentives	\$80,000	\$10,800	\$3,800	\$3,000	\$2,800	\$100,400

**Notes:**  
 1. Equity Lease has no extra mileage or wear and tear penalties.  
 2. Estimated values based on projected mileage and standard industry wear and tear.  
 3. Pricing shown above is based on MY24 Fleet Ordering thru OEM. Factor additional markup for vehicles purchased from Dealer Inventory.  
 4. Additional Equipment cost is estimated for whole numbers. EFM will work with County personnel on exact equipment required.  
 5. Estimated Equity at Term refers to the projected Market Value minus the Lease Residual Balance. Equity at Term belongs to customer.



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subcontractor, agent, successor or assign as service on behalf of Lessor, "Service") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

**USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**3. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**4. LIENS AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**5. REGISTRATION PLATES, FEES:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

#### **6. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

10. **INDemnITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

10. **ODOMETER DISCLOSURE; ODOMETER AND OTHER FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

10. **DEFAULTS/TERMINATION:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**13. ASSIGNMENT:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

10. **NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



## AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of January, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of January, 2024 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Jefferson County, West Virginia ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

**Section 5 of the Master Equity Lease Agreement is amended to read as follows:**

Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and non-exempt taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**Section 9(b) of the Master Equity Lease Agreement is amended by adding the following paragraph:**

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

**Section 11(a), ii of the Master Equity Lease Agreement is amended to read as follows:**

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$5,000 per accident - Collision and \$5,000 per accident - Comprehensive).

**Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:**

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide written notification in the even of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

**Section 17 of the Master Equity Lease Agreement is amended to read as follows:**

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent or Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of West Virginia (determined without reference to conflict of law principles). Venue for any disputes under this Agreement shall be within the Circuit Court of Jefferson County, West Virginia. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the \_\_\_\_ day of January, 2024.

\_\_\_\_\_  
Jefferson County, West Virginia (Lessee)

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

Title: \_\_\_\_\_

JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM

Name: Mike Sine

Department or Organization: ESA

Commission Meeting Date: 2/01/2024

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

Hirings/Transfers:  
ESO Fire Reporting Software

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

- 1) Transfer 2 current Part-time FF/EMTs to Full-time
- 2) Hire new FF/EMTs and FF/Paramedics: 6 Part-time and 3 Full-time
- 3) Discussion/Approval to upgrade ESO contract to include Fire Reporting

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: See attached

Name of Hire (if Applicable): See attached

Grade/Step/Hours (PT/FT): FT & PT

Start Date (beginning of pay period): 1/28/2024

Post Probationary Increase (If applicable): See attached

Any Additional Conditions of Employment or Funding Comments:

Satisfactory completion of 6 month introductory period

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

See attached

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: Mike Sine

Phone Number: 3047283287

Email Address:

msinc@jcesa.org

**JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM**

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Additional Comments Page:

-Move that Cheyenne Edwards be transferred from a part-time position to a full-time position as an FF/EMT I effective 1/14/2024. She will continue at her current pay rate until completion of her probationary period as previously approved.

-Move that Ronald Poe be transferred from a part-time position to a full-time position as an FF/EMT II to be effective 1/14/2024. He will continue at his current pay rate as previously approved.

-Move that Allyssa Pierce, Donovan King, Jared Morgan, William Sigmon, and Jeffery Ritenour all be hired as a part-time FF/EMT I at a pay rate of \$19.67/hr effective 1/28/2024. Upon completion of the introductory period and meeting the requirements of AP1060 they will receive a promotion to FF/EMT II with a new pay rate of \$20.16/hr.

-Move that Catherine Baker, Staci Lentz, and James West all be hired as a full-time FF/Paramedic I at a pay rate of \$25.00/hr effective 1/28/2024. Upon completion of the introductory period and meeting the requirements of AP1060 they will receive a promotion to FF/Paramedic II with a new pay rate of \$25.63/hr.



Quote Date: 06/20/2023  
 Customer Name: Jefferson County Emergency Services Agency  
 Quote #: Q-122594  
 Quote Expiration date: 09/18/2023  
 ESO Account Manager: Roc Wilson

**CUSTOMER CONTACT**

Customer Jefferson County Emergency Services Agency  
 Name John Lyons  
 Email jlyons@jcesa.org  
 Phone (304) 728-3287

**BILLING CONTACT**

Payor Jefferson County Emergency Services Agency  
 Name Debbie Lancaster  
 Email dlancaster@jcesa.org  
 Phone 3047283287 x5206  
 Address 419 16th Avenue  
 Ranson WV, 25437  
 Billing Frequency Annual  
 Initial Term 12 months

Fire					
Product	Volume	Price	Discount	Total	Fee Type
Fire Incidents CAD Integration	6500 Incidents	\$2,495.00	(\$2,495.00)	\$0.00	Recurring
ESO Fire Incidents	8 Stations	\$8,120.00	(\$0.00)	\$8,120.00	Recurring
Fire Setup & Online Training	1 Sessions	\$595.00	(\$0.00)	\$595.00	One-time
<b>Total Recurring Fees</b>				\$	10,615.00
<b>Total One-Time Fees</b>				\$	595.00
<b>Discounts</b>				\$	(2,495.00)
<b>TOTAL FEES</b>				\$	8,715.00

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 06/20/2023  
Customer Name: Jefferson County Emergency Services Agency  
Quote #: Q-122594  
Quote Expiration date: 09/18/2023  
ESO Account Manager: Roc Wilson

**TERMS AND CONDITIONS:**

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the date of Customer's signature.
3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

**Jefferson County Emergency Services Agency**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

For Fire, the following payment terms apply:  
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 06/20/2023  
Customer Name: Jefferson County Emergency  
Services Agency  
Quote #: Q-122594  
Quote Expiration date: 09/18/2023  
ESO Account Manager: Roc Wilson

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



Name: Roger Goodwin

Department or Organization: Engineering, Planning & Zoning

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: February 1, 2024

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

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

Subject (*Wording to be placed on agenda*): Two Complete Bond Release requests

1. UFP Ranson, LLC – Universal Forest Products Ranson Plant Expansion (File #S18-04)
2. Holtzman Oil Corporation – Burr Business Park Lot 16 (File #19-4-SP)

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

1. Complete release of Performance Bond #30057552 with Western Surety Company, Chicago, IL construction bond security for UFP Ranson, LLC – Universal Forest Products Ranson Plant Expansion (File #S18-04)
2. Complete release of Performance Bond No. B3256317 with The Cincinnati Insurance Company construction bond security for Holtzman Oil Corporation – Burr Business Park Lot 16 (File #19-4-SP)

Is this a funding request? Y/NO

If so, how much? \$Click here to enter text.

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

1. I authorize a complete release of Performance Bond #30057552 with Western Surety Company in the amount of \$201,139.00 construction bond amount for UFP Ranson, LLC – Universal Forest Products Ranson Plant Expansion (File #S18-04).
2. I authorize a complete release of Performance Bond No. B32564317 with The Cincinnati Insurance Company in the amount of \$1,640,395.00 construction bond amount for Holtzman Oil Corporation – Burr Business Park Lot 16 (File #19-4-SP).

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

Construction Bond Release Letter

Bond Release Request Report

Site Map

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

Contact information:

Email address: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org) Phone Number: 304-728-3257

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



## JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT  
*Steve Stolipher*

February 1, 2024

VICE PRESIDENT  
*Jane Tabb*

Mr. Scott Bravata  
Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606

COMMISSIONER  
*Tricia Jackson*

COMMISSIONER  
*Jennifer Krouse*

RE: Performance Bond #30057552, dated March 15, 2019 Construction Bond Surety for UFP Ranson, LLC – Universal Forest Products Ranson Plant Expansion (File #S18-04).

COMMISSIONER  
*Pasha Majidi*

Dear Mr. Bravata:

The Jefferson County Commission authorizes a complete release of the remaining \$201,139.00 construction bond amount for UFP Ranson, LLC – Universal Forest Products Ranson Plant Expansion (File #S18-04). This project is located at 249 16<sup>th</sup> Avenue. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the above referenced Performance Bond, originally issued for \$201,139.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning – Office of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Steve Stolipher, President  
Jefferson County Commission

SS:rfb

cc: Mr. David L. Williams, Jr., CIC, CRM  
UFP Ranson, LLC  
249 16<sup>th</sup> Avenue  
Ranson, WV 25438  
Department of Engineering, Planning & Zoning  
Office of Engineering

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

### BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 01 / 22 / 2024 J.C.P.C. File No. S18 - 04

Consultant/Engineer/Firm Name: UFP Ranson, LLC

Mailing Address: 249 16<sup>th</sup> Ave

City: Ranson State: WV Zip: 25438

Contact Person: Mark Gaidrich Phone: 304-368-6370

Project/Subdivision Name: Universal Forest Products Expansion

Section/Phase: \_\_\_\_\_ Lots: \_\_\_\_\_

**Review Comments:**

The bond ~~release~~/reduction is Approved as Submitted. \_\_\_\_\_ The bond release/reduction request is Denied.

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

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

\_\_\_\_\_ Bonding Policy & Unit Cost Figures attached for your use.

Comments: \_\_\_\_\_

**Approved for:**  
Bond Release  
By W.S. Smith 01-24-2024  
**County Engineer** **Date**

Original Bond Amt. \$ 174,903.80 + 15% Cont. \$ 26,235.52 Total Original Bond Amt. \$ 201,139.32

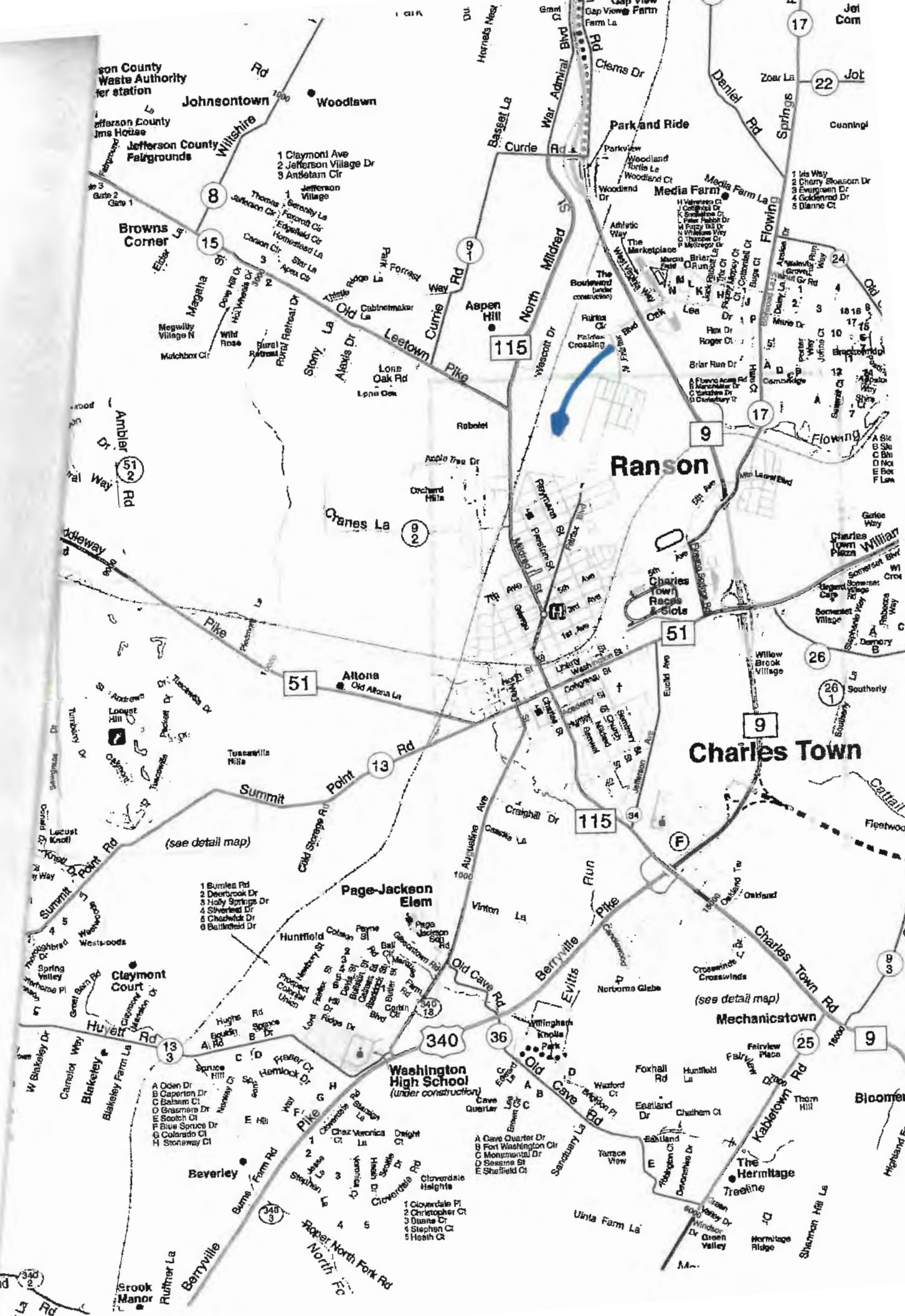
Total Current Bond Amount \$ 201,139.00

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

= Approved for Revised Bond Amount \$ \_\_\_\_\_, \_\_\_\_\_, 0.00

Reviewed By: Will Smith RS Title: L.D.I.

Signature: W.S. Smith Date: 1 / 23 / 2024



son County  
Waste Authority  
fer station

Johnsontown

Woodlawn

Jefferson County  
Fairgrounds

Browns  
Corner

Parkand Ride

Media Farm

Ranson

Charles Town

Page-Jackson  
Elem

Washington  
High School  
(under construction)

Mechanicstown

Bloomery

Claymont  
Court

- 1 Bumbles Rd
- 2 Deerbrook Dr
- 3 Holly Springs Dr
- 4 Silverleaf Dr
- 5 Chadwick Dr
- 6 Bullfield Dr

Beverley

- 1 Cloverdale Pt
- 2 Christopher Ct
- 3 Duane Ct
- 4 Stephen Ct
- 5 Heath Ct

The  
Hermitage  
TreeLine



## JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT  
*Steve Stolipher*

February 1, 2024

VICE PRESIDENT  
*Jane Tabb*

Mr. Michael F. Funkhouser  
Attorney-in-Fact  
The Cincinnati Insurance Company  
P. O. Box 145496  
Cincinnati, OH 45250-5496

COMMISSIONER  
*Tricia Jackson*

COMMISSIONER  
*Jennifer Krouse*

RE: Performance Bond #B3256317, dated September 17, 2021 Construction Bond  
Surety for Holtzman Oil Corporation – Burr Business Park Lot 16 (File #19-4-SP).

COMMISSIONER  
*Pasha Majidi*

Dear Mr. Funkhouser:

The Jefferson County Commission authorizes a complete release of the remaining \$1,640,395.00 construction bond amount for Holtzman Oil Corporation – Burr Business Park Lot 16 (File #19-4-SP). This project is located at 60 War Admiral Boulevard. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the above referenced Performance Bond, originally issued for \$1,640,395.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning – Office of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Steve Stolipher, President  
Jefferson County Commission

SS:rfb

cc: Mr. H. Dexter Mumaw, Operating Agent  
Holtzman Oil Corporation  
P. O. Box 8  
Mt. Jackson, VA 22842  
Department of Engineering, Planning & Zoning  
Office of Engineering

**BOND REDUCTION or RELEASE REQUEST - REPORT**

Date Received: 12, 22, 2023 J.C.P.C. File No. 19-4-SP

Consultant/Engineer/Firm Name: GB Foltz Contracting

Mailing Address: P.O. Box 337

City: Mount Jackson State: VA Zip: 22842

Contact Person: G.B. Foltz Phone: 540-477-2220

Project/Subdivision Name: Holtzman oil Lot 16 Burr site Plan

Section/Phase: \_\_\_\_\_ Lots: \_\_\_\_\_

Review Comments:

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

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

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

\_\_\_\_\_ Bonding Policy & Unit Cost Figures attached for your use.

Comments: \_\_\_\_\_

Approved for:

Bond Release

By W. Smith 12-27-23

County Engineer Date

Original Bond Amt. \$ 426,430 + 15% Cont. \$ 213,964.50 Total Original Bond Amt. \$ 640,395

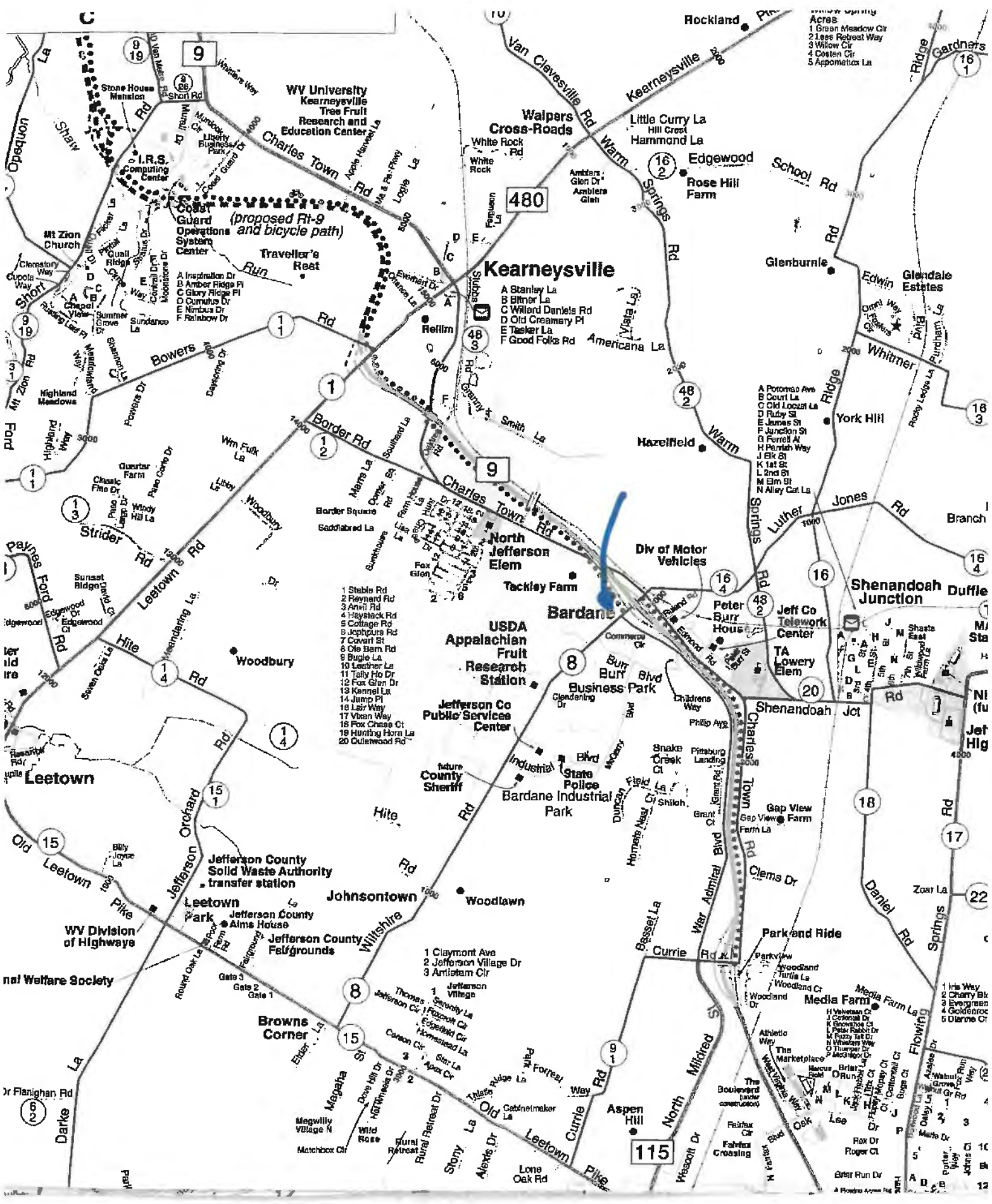
Total Current Bond Amount \$ 1,640,395.00

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

= Approved for Revised Bond Amount \$ \_\_\_\_\_

Reviewed By: Will Smith FLY Title: L.D.I.

Signature: W. Smith Date: 12, 27, 2023



- Acres
- 1 Green Meadow Cir
  - 2 Lees Retreat Way
  - 3 Willow Cir
  - 4 Costen Cir
  - 5 Appomattox La

- Kearneysville**
- A Stanley La
  - B Blitzer La
  - C Willard Daniels Rd
  - D Old Creamery Pl
  - E Tasker La
  - F Good Folks Rd

- 1 Stable Rd
- 2 Reynard Rd
- 3 Anvil Rd
- 4 Haystack Rd
- 5 Cottage Rd
- 6 Josphure Rd
- 7 Cowart St
- 8 Old Beam Rd
- 9 Ruple La
- 10 Leather La
- 11 Tally Ho Dr
- 12 Fox Glen Dr
- 13 Kennel La
- 14 Junco Pl
- 15 Lay Way
- 16 Viban Way
- 17 Fox Chase Ct
- 18 Hunting Horn La
- 20 Outlewood Rd

- 1 Claymont Ave
- 2 Jefferson Village Dr
- 3 Antistam Cir

- 1 Iris Way
- 2 Charly Bk
- 3 Evergreen
- 4 Goldenroc
- 5 Dierne Ct



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



**Name: Roger Goodwin, Director & Chief County Engineer**  
**Michelle Mason, Impact Fees Program Specialist**

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

**Estimation of amount of time needed for appointment: 25 minutes**

**Date Requested – 1<sup>st</sup> Choice: February 1, 2024**

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

**Subject (Wording to be placed on agenda): Presentation of Calendar Year 2023 Annual Report for the Office of Impact Fees**

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

**Pursuant to the Jefferson County Impact Fees Procedures Ordinance, Section 6.A(1), "at least once every year not later than January 31st of each year, beginning in the year 2005, and prior to County Commission's adoption of the Annual Budget and Capital Improvements Program, the Impact Fee Coordinator or a designee chosen by the Impact Fee Coordinator shall coordinate the preparation and submission of an Annual Report to the County Executive and County Commission on the subject of impact fees."**

**The Impact Fees Procedures Ordinance, Section 6.A(3), goes on to state "the Impact Fee Coordinator or the Impact Fee Coordinator's designee shall submit the Annual Report to the County Commission, who shall receive the Annual Report and which may take such actions as they deem appropriate, including, but not limited to, requesting additional data or analyses and holding public workshops and/or public hearings."**

**The impact fees annual report for calendar year 2023 is attached. Note that under section 2.4.1, "Inflation Adjustments," the annual inflation adjustment shown in the report will be automatically applied on April 1, 2024. The inflationary adjustment is to automatically occur by dictate of the Impact Fees Procedure Ordinance 2003-1, Section 6.B, unless the County Commission acts to stay the adjustment to the impact fees.**

**Considering that the impact fees recalculation study occurred in 2020, – and the fees reset based upon current market costs/values at that time - staff defers to the County Commission on whether to apply or stay the annual inflationary adjustment. If the County Commission stays the inflation adjustment, the matter can be taken up again during presentation of the CY 2024 Annual Report.**

Is this a funding request? **No** If so, how much?

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

**#1 Motion to accept the Calendar Year 2023 Impact Fees Annual Report for the Office of Impact Fees, as presented.**

**#2 Motion to (approve or stay) the annual inflationary adjustments to the impact fees.**

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

If not attached, explain: **CY 2023 Impact Fees Annual Report**

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

Contact information:

Email address: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org) Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

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

**Annual Report on Impact Fees**  
**January 2023 – December 2023**

**Engineering Department**  
**Office of Impact Fees**

**Jefferson County Government**

**8 January 2024**



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Executive Summary

**1.1. Trends in Fee Collection**

Permitting for new residential construction in Jefferson County in Calendar Year (CY) 2023 increased relative to CY 2022. There were 796 impact fee applications processed in CY 2023 versus 467 residential impact fee applications in CY 2022. Of that total in CY 2023, 20 applications were for replacement of existing dwelling units, which do not represent new growth and were exempt from impact fees.

Permitting for new commercial construction in Jefferson County in CY 2023 increased relative to CY 2022. There were 17 impact fee applications processed in CY 2023 versus 7 in CY 2022. In summary, there was a 66.17% increase in new residential permit application in CY 2023 versus CY 2022.

**Table 1A. Total County Residential Building Permits (CY 2004-2023)**

Year	Single Family			Town Home			Duplex			Multifamily			Grand Total
	Exempt	Fees	Total	Exempt	Fees	Total	Exempt	Fees	Total	Exempt	Fees	Total	
2004	49	269	318	0	5	5	0	0	0	0	0	0	323
2005	39	324	363	0	22	22	0	0	0	0	0	0	385
2006	42	256	298	0	57	57	0	0	0	0	0	0	355
2007	38	213	251	0	66	66	0	0	0	0	0	0	317
2008	22	108	130	0	39	39	0	0	0	0	0	0	169
2009	25	75	100	0	50	50	0	0	0	0	0	0	150
2010	32	91	123	0	39	39	0	0	0	0	0	0	162
2011	21	73	94	1	40	41	0	0	0	0	0	0	135
2012	13	118	131	0	24	24	0	0	0	0	0	0	155
2013	4	207	211	0	38	38	0	0	0	0	0	0	249
2014	4	182	186	0	16	16	0	0	0	0	0	0	202
2015	14	182	196	0	8	8	0	4	4	0	96	96	304
2016	14	165	179	0	10	10	0	0	0	0	0	0	189
2017	14	225	239	0	8	8	0	4	4	0	0	0	251
2018	19	178	197	1	32	33	0	33	33	0	24	24	287
2019	13	165	178	0	36	36	0	11	11	0	0	0	225
2020	15	182	197	0	91	91	0	4	4	0	309	309	601
2021	17	383	400	0	43	43	0	1	1	0	0	0	444
2022	13	289	302	0	148	148	2	15	17	0	0	0	467
2023	14	397	411	5	363	368	0	8	8	1	8	9	796
<b>Total</b>	<b>422</b>	<b>4,082</b>	<b>4,504</b>	<b>7</b>	<b>1,135</b>	<b>1,142</b>	<b>2</b>	<b>80</b>	<b>82</b>	<b>1</b>	<b>437</b>	<b>438</b>	<b>6,166</b>

**Table 1B. Total County Non-Residential Building Permits (CY 2004-2023)**

<b>Year</b>	<b>Exempt</b>	<b>Fees</b>	<b>Total</b>
2004	0	4	4
2005	0	5	5
2006	0	0	0
2007	10	12	22
2008	4	9	13
2009	3	2	5
2010	10	8	18
2011	1	11	12
2012	3	13	16
2013	1	3	4
2014	0	4	4
2015	0	5	5
2016	0	13	13
2017	1	6	7
2018	1	4	5
2019	1	21	22
2020	0	10	10
2021	0	9	9
2022	0	7	7
2023	0	17	17
<b>Grand Total</b>	<b>35</b>	<b>163</b>	<b>198</b>

**1.2. Fees Collected**

Jefferson County uses a fiscal year which starts in July and runs through June of the next year. The accounting of fees collected to date is based on a calendar year since this report is due to the Commission in January of each year. Thus, these values reported below span Fiscal Years 2023 and 2024 and run from 1 January 2023 through 31 December 2023. Table 2 presents the total fee collection data, while Tables 3 and 4 present the financial data categorized into county and municipal tax districts.

The financial transaction information for the Office of Impact Fees general account (which serves as the initial account of fee deposit) is presented in Table 5. Table 6 presents the financial data for each of the five long term impact fee holding accounts (Schools, Law Enforcement, Parks & Recreation, EMS, and Administrative Facilities).

**Table 2. Fees Collected – Calendar Year 2023  
County & Municipal Combined**

<b>Land Use</b>	<b>Type</b>	<b>Schools</b>	<b>Law</b>	<b>Parks &amp; Rec</b>	<b>EMS</b>	<b>Admin. Facilities</b>	<b>Grand Total</b>
<b>Residential</b>	Single Family	\$392	\$145,485	\$388,167	\$40,940	\$18,111	<b>\$593,095</b>
	Town Home	\$363	\$20,905	\$357,798	\$37,740	\$16,692	<b>\$433,498</b>
	Duplex	\$8	\$3,390	\$7,928	\$836	\$370	<b>\$12,532</b>
	Multifamily	\$8	\$0	\$5,760	\$608	\$264	<b>\$6,640</b>
	<b>Residential Total</b>	<b>\$771</b>	<b>\$169,780</b>	<b>\$759,653</b>	<b>\$80,124</b>	<b>\$35,437</b>	<b>\$1,045,765</b>
<b>Commercial</b>	Comm25Less	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
	Office10Less	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
	Office10-25	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
	Ware House	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
	<b>Commercial Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>		<b>\$771</b>	<b>\$169,780</b>	<b>\$759,653</b>	<b>\$80,124</b>	<b>\$35,437</b>	<b>\$1,045,765</b>

**Table 3. Fees Collected by County Tax District – Calendar Year 2023**

Tax District	Land Use	Type	Schools	Law	Parks & Rec	EMS	Admin. Facilities	Grand Total
02 Charles Town	Residential	Single Family	\$126	\$69,987	\$124,638	\$13,148	\$5814	\$213,713
		Townhome	\$11	\$6,215	\$11,066	\$1,166	\$517	\$18,975
	<b>Residential Total</b>		<b>\$137</b>	<b>\$76,202</b>	<b>\$135,704</b>	<b>\$14,314</b>	<b>\$6,331</b>	<b>\$232,688</b>
	Commercial	Comm25Less	\$0	\$50	\$0	\$0	\$0	0
		Warehouse	\$0	\$0	\$0	\$0	\$0	0
<b>Commercial Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>02 Charles Town Grand Total</b>			<b>\$137</b>	<b>\$76,202</b>	<b>\$135,704</b>	<b>\$14,314</b>	<b>\$6,331</b>	<b>\$232,688</b>
04 Harpers Ferry	Residential	Single Family	\$34	\$19,057	\$33,935	\$3,578	\$1,584	\$58,188
		Townhome	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Residential Total</b>		<b>\$34</b>	<b>\$19,057</b>	<b>\$33,935</b>	<b>\$3,578</b>	<b>\$1,584</b>	<b>\$58,188</b>
	Commercial	Comm25Less	\$0	\$0	\$0	\$0	\$0	\$0
		Office10Less	\$0	\$0	\$0	\$0	\$0	\$0
<b>Commercial Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>04 Harpers Ferry Grand Total</b>			<b>\$34</b>	<b>\$19,057</b>	<b>\$33,935</b>	<b>\$3,578</b>	<b>\$1,584</b>	<b>\$58,188</b>
06 Kabletown	Residential	Single Family	\$39	\$21,955	\$39,096	\$4,122	\$1,825	\$67,037
		Townhome	\$0	\$0	\$0	\$0	\$0	\$0
<b>Residential Total</b>		<b>\$39</b>	<b>\$21,955</b>	<b>\$39,096</b>	<b>\$4,122</b>	<b>\$1,825</b>	<b>\$67,037</b>	
<b>06 Kabletown Grand Total</b>			<b>\$39</b>	<b>\$21,955</b>	<b>\$39,096</b>	<b>\$4,122</b>	<b>\$1,825</b>	<b>\$67,037</b>
07 Middleway	Residential	Single Family	\$15	\$8,407	\$14,970	\$1,578	\$899	\$25,669
		Townhome	\$24	\$13,560	\$24,144	\$2,544	\$1,128	\$41,400
	<b>Residential Total</b>		<b>\$39</b>	<b>\$21,967</b>	<b>\$39,114</b>	<b>\$4,122</b>	<b>\$1,827</b>	<b>\$67,069</b>
	Commercial	Office10-25	\$0	\$0	\$0	\$0	\$0	\$0
		Ware House	\$0	\$0	\$0	\$0	\$0	\$0
<b>Commercial Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>07 Middleway Grand Total</b>			<b>\$39</b>	<b>\$21,967</b>	<b>\$39,114</b>	<b>\$4,122</b>	<b>\$1,827</b>	<b>\$67,069</b>
09 Shepherdstown	Residential	Single Family	\$47	\$28,079	\$46,442	\$4,898	\$2,167	\$79,633
		Duplex	\$6	\$3,390	\$6,036	\$636	\$282	\$10,350
		Townhome	\$2	\$1,130	\$2,012	\$212	\$94	\$3,450
	<b>Residential Total</b>		<b>\$55</b>	<b>\$30,599</b>	<b>\$54,490</b>	<b>\$5,746</b>	<b>\$2,543</b>	<b>\$93,433</b>
	<b>09 Shepherdstown Grand Total</b>			<b>\$55</b>	<b>\$30,599</b>	<b>\$54,490</b>	<b>\$5,746</b>	<b>\$2,543</b>
<b>County Grand Total</b>			<b>\$304</b>	<b>\$169,780</b>	<b>\$302,339</b>	<b>\$31,882</b>	<b>\$14,110</b>	<b>\$518,415</b>

**Table 4. Fees Collected by Municipal Tax District – Calendar Year 2023**

Tax District	Land Use	Type	Schools	Parks & Rec	EMS	Admin. Facilities	Grand Total
01 Bolivar Corp	Residential	Single Family	\$1	\$946	\$100	\$44	\$1,091
	<b>Residential Total</b>		<b>\$1</b>	<b>\$946</b>	<b>\$100</b>	<b>\$44</b>	<b>\$1,091</b>
<b>01 Bolivar Corp Grand Total</b>			<b>\$1</b>	<b>\$946</b>	<b>\$100</b>	<b>\$44</b>	<b>\$1,091</b>
03 Charles Town Corp	Residential	Single Family	\$68	\$67,268	\$7,094	\$3,139	\$77,569
		Town Home	\$213	\$207,378	\$21,888	\$9,666	\$239,145
		Multifamily	\$8	\$5,760	\$608	\$264	\$6,640
	<b>Residential Total</b>		<b>\$289</b>	<b>\$280,406</b>	<b>\$29,590</b>	<b>\$13,069</b>	<b>\$323,354</b>
	Commercial	Comm25Less	\$0	\$0	\$0	\$0	\$0
		Office10Less	\$0	\$0	\$0	\$0	\$0
		Ware House	\$0	\$0	\$0	\$0	\$0
	<b>Commercial Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>03 Charles Town Corp Grand Total</b>			<b>\$289</b>	<b>\$280,406</b>	<b>\$29,590</b>	<b>\$13,069</b>	<b>\$323,354</b>
08 Ranson Corp	Residential	Single Family	\$62	\$60,872	\$6,422	\$2,839	\$70,195
		Town Home	\$113	\$113,198	\$11,930	\$5,287	\$130,528
		Duplex	\$2	\$1,892	\$200	\$88	\$2,182
	<b>Residential Total</b>		<b>\$177</b>	<b>\$175,962</b>	<b>\$18,552</b>	<b>\$8,214</b>	<b>\$202,905</b>
	Commercial	Comm25Less	\$0	\$0	\$0	\$0	\$0
		Ware House	\$0	\$0	\$0	\$0	\$0
	<b>Commercial Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>08 Ranson Corp Grand Total</b>			<b>\$177</b>	<b>\$175,962</b>	<b>\$18,552</b>	<b>\$8,214</b>	<b>\$202,905</b>
<b>Municipal Grand Total</b>			<b>\$467</b>	<b>\$457,314</b>	<b>\$48,242</b>	<b>\$21,327</b>	<b>\$527,350</b>
<b>County Tax District Fees Collected Totals</b>							<b>\$518,415</b>
<b>Municipal Tax District Fees Collected Totals</b>							<b>\$527,350</b>
<b>GRAND TOTAL</b>							<b>\$1,045,765</b>

### 1.3. Financial Data

**Table 5. Office of Impact Fees General Account (3111776)**

<b>Month</b>	<b>Starting Balance</b>	<b>Total Deposits</b>	<b>Total Checks</b>	<b>Interest</b>	<b>Ending Balance</b>
January	\$16,412.93	\$54,347.00	\$16,412.93	\$21.22	\$54,368.22
February	\$54,368.22	\$74,268.00	\$54,368.22	\$46.68	\$74,314.68
March	\$74,314.68	\$157,113.00	\$74,314.68	\$98.78	\$157,211.78
April	\$157,211.78	\$90,039.00	\$157,211.78	\$75.81	\$90,114.81
May	\$90,114.81	\$84,230.00	\$90,114.81	\$59.32	\$84,289.32
June	\$84,289.32	\$51,395.00	\$84,289.32	\$47.32	\$51,442.32
July	\$51,442.32	\$43,176.00	\$51,442.32	\$31.58	\$43,207.58
August	\$43,207.58	\$152,845.00	\$43,207.58	\$66.83	\$152,911.83
September	\$152,911.83	\$71,055.00	\$152,911.83	\$74.49	\$71,129.49
October	\$71,129.49	\$136,332.00	\$71,129.49	\$49.43	\$136,381.43
November	\$136,381.43	\$56,965.00	\$136,381.43	\$53.79	\$57,018.79
December	\$57,018.79	\$74,000.00	\$57,018.79	\$50.40	\$74,050.40

December 2023 Outstanding Credits	<b>\$0.00</b>
January 2024 Transfers	<b>(\$74,050.40)</b>
01 January 2024 Deposits	<b>\$0.00</b>
01 January 2024 Balance	<b>\$0.00</b>

**Table 6. Impact Fee Holding Accounts**

<b>Category</b>	<b>Schools</b>	<b>Law</b>	<b>Parks</b>	<b>EMS</b>	<b>Admin. Facilities</b>
<b>Account Number</b>	<b>3107582</b>	<b>3120120</b>	<b>3122808</b>	<b>3122816</b>	<b>33182570</b>
<b>Balance on 01 January 2023</b>	<b>\$7,735,118.86</b>	<b>\$380,919.42</b>	<b>\$940,761.54</b>	<b>\$12,330.03</b>	<b>\$25,407.31</b>
<b>Total Deposits</b>	<b>\$727.00</b>	<b>\$164,072.07</b>	<b>\$715,199.69</b>	<b>\$75,490.71</b>	<b>\$33,313.71</b>
<b>Withdrawals /1</b>	<b>\$5,784,822.00</b>	<b>\$0.00</b>	<b>\$397,563.75</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Interest Accrued - CY 2023</b>	<b>\$53,851.38</b>	<b>\$3,340.46</b>	<b>\$8,092.5</b>	<b>\$347.84</b>	<b>\$121.75</b>
<b>Balance on 31 December 2023</b>	<b>\$2,004,875.24</b>	<b>\$548,331.95</b>	<b>\$1,266,489.98</b>	<b>\$88,168.58</b>	<b>\$58,842.77</b>
<b>January Transfers /2</b>	<b>\$56.00</b>	<b>\$9,046.05</b>	<b>\$56,374.30</b>	<b>\$5,940.03</b>	<b>\$2,634.02</b>
<i>Of Which</i>					
<i>Transferred Fees</i>	<i>\$56.00</i>	<i>\$9,040.00</i>	<i>\$56,336.00</i>	<i>\$5,936.00</i>	<i>\$2,632.00</i>
<i>Transferred Interest</i>	<i>\$0.00</i>	<i>\$6.05</i>	<i>\$38.30</i>	<i>\$4.03</i>	<i>\$2.02</i>
<b>Final Balance 03 January 2024</b>	<b>\$2,004,931.24</b>	<b>\$557,378.00</b>	<b>\$1,322,864.28</b>	<b>\$94,108.61</b>	<b>\$61,476.79</b>

**Notes**

/1 See Table 8 for details.

/2 From fees collected in December 2023 and transferred in January 2024.

## 1.4. Fees Disbursed

Fees are disbursed from the long term accounts for only two reasons: refund and requisition. The transactional details for all fee disbursements are presented in Table 8.

### 1.4.1. Refunds

Refunds are only processed when a building permit is revoked and upon written request of the building permit applicant. There was one refund processed in CY 2023.

### 1.4.2. Requisitions

The fee fundable projects approved by the Impact Fee Program Specialist for FY 2024 along with the approved funding amounts are listed in Table 7. The impact fee payments for projects listed on the FY 2025 Capital Improvement Plans are listed in Table 8. Projects eligible for funding by impact fees must be approved by the County Commission. The impact fee fundable projects for FY 2025 remain to be presented to the County Commission for approval.

**Table 7. FY 2024 Approved Fee Fundable Projects**

<b>Category</b>	<b>Capital Improvement Project</b>	<b>Approved Impact Fee Funding</b>
Schools	Regional Student Support Center	\$469,250
	Shepherdstown Elementary School	\$1,276,081
	Ranson Elementary School	\$1,276,081
	High School Auxiliary Gym	\$1,910,688
	New Middle School (10 + Years)	\$3,232,660
Law Enforcement	Weapons Training Qualifications Range	\$25,000
	Internal Expansion Temporary Sheriff's Office Space	\$180,000
Parks and Recreation	Sam Michael's Park (Amphitheatre – ADA Phase II)	\$100,000
	Sam Michael's Park (Playground)	\$65,000
	James Hite Park (Parking)	\$120,000
	Sam Michael's Park (Septic Upgrades)	\$150,000
EMS	JCESA Building Mortgage	\$30,000

**Table 8. Impact Fee Holding Account Withdraws**

<b>Account</b>	<b>Check Date</b>	<b>Statement Date</b>	<b>Debit</b>	<b>Notes</b>
<b>Schools</b>	11/02/2023	11/31/2023	\$1,276,081.00	Requisition 23R0142 – Ranson Elementary School
	11/02/2023	11/31/2023	\$1,066,455.80	Requisition 23R0143 – Ranson Middle School
	12/21/2023	12/31/2023	\$1,276,081.00	Requisition 23R0148 - Shepherdstown Elementary School
	12/21/2023	12/31/2023	\$2,166,204.20	Requisition 23R0149 - Shepherdstown Middle School
	<b>TOTAL</b>			<b>\$5,784,822.00</b>
<b>Parks</b>	3/24/2023	3/31/2023	\$14,250.00	Requisition 23R0135 - Sam Michael's Amphitheatre Phase II
	3/30/2023	3/31/2023	\$11,328.61	Requisition 23R0136 - Sam Michael's Amphitheatre Phase II
	4/07/2023	4/30/2023	\$6,251.12	Requisition 23R0137 - Sam Michael's Amphitheatre Phase II
	7/14/2023	7/31/2023	\$208,000.00	Requisition 23R0139 - Riverside Land Purchase
	7/20/2023	7/31/2023	\$4,208.21	Requisition 23R0138 - Sam Michael's Amphitheatre Phase II
	7/20/2023	7/31/2023	\$63,982.06	Requisition 23R0140 - Sam Michael's Amphitheatre Phase II
	9/19/2023	9/30/2023	\$225.00	Requisition 23R0141 - Sam Michael's Amphitheatre Phase II
	11/09/2023	11/30/2023	\$65,000.00	Requisition 23R0144 - Sam Michael's Playground
	11/09/2023	11/30/2023	\$19,888.75	Requisition 23R0145 - Sam Michael's Amphitheatre Phase II
	11/09/2023	11/30/2023	\$1,200.00	Requisition 23R0145 - Sam Michael's Amphitheatre Phase II
	12/07/2023	12/31/2023	\$600.00	Requisition 23R0146 - Sam Michael's Amphitheatre Phase II
	12/21/2023	12/31/2023	\$2,850.00	Requisition 23R0147 - Sam Michael's Amphitheatre Phase II
	<b>TOTAL</b>			<b>\$397,563.75</b>
<b>Grand Total</b>			<b>\$6,182,385.75</b>	

## 2. Annual Review

### 2.1. *Recommended Changes to Ordinances or Procedures*

There are no proposed changes to any of the Impact Fee Ordinances.

#### 2.1.1. Ordinance Changes During 2023

In 2020, the County Commission contracted with Tischler-Bise to recalculate the impact fees. The recalculation was completed in 2021 and the new impact fees were adopted by the County Commission on 2 September 2021; the fees became effective 3 September 2021. The following impact fee ordinances were amended to reflect the new impact fee schedules for each impact fee entity:

Schools Ordinance No. 2003-3

Amended 2 September 2021; Effective 3 September 2021

Parks & Recreation Ordinance No. 2005-2

Amended 2 September 2021; Effective 3 September 2021

Law Enforcement Ordinance No. 2005-1

Amended 2 September 2021; Effective 3 September 2021

EMS Ordinance No. 2005-3

Amended 2 September 2021; Effective 3 September 2021

Administrative Facilities No. 2023-1

Adopted 2 September 2021; Effective 3 September 2021

In 2013, the County Commission adopted Ordinance No. 2013-1, which amended Law Enforcement Ordinance No. 2005-1 and EMS Ordinance No. 2005-3; reducing the commercial impact fees by 99.5% of the actual impact fee calculation for new commercial development. The reduction became effective on July 1, 2013 and was set to expire on July 1, 2015, unless extended by the County Commission. At the 5 August 2021 County Commission meeting, the County Commission voted to reduce the commercial impact fee to \$0.00.

The Impact Fees Procedure Ordinance was amended on 17 June 2021, to provide for the change in use based only on the incremental increase in the fee for the additional public facilities needed. Provided, however, that any change of use of a non-residential structure to residential or multi residential structure shall not be assessed an Impact Fee of such change in use of which conditions apply.

## 2.2. Identification of FY 2024 Impact Fee-Fundable Capital Projects

The following projects will appear on the FY 2024 Jefferson County Capital Improvement Plan and are listed because they have been identified by the Impact Fee Program Specialist as being eligible for funding by impact fees, either in whole or in part. However, a final determination of eligibility has not been made. Projects so identified represent maintaining the current level of service due to new growth. Exclusion of other projects, listed in the FY 2024 CIP but not included here, only indicates that they are not eligible for funding by impact fees and should not be taken as an indication of their overall merit.

Note that in all service categories, there are insufficient funds to approve all listed projects. Tables 9-13 list all potentially fundable projects with the knowledge that not all listed projects will be funded via impact fees.

### 2.2.1. Schools

**Table 9. BOE Fee Fundable Projects**

<b>Project</b>	<b>Current Request</b>	<b>Funding Potential</b>	<b>Category</b>
Shepherdstown Elementary School	\$1,276,081	\$1,276,081	Elementary School & Land
Ranson Elementary School	\$1,276,081	\$1,276,081	Elementary School & Land
High School Auxiliary Gym	\$1,910,688	\$1,910,688	Middle Schools/High Schools & Land
New Middle School (10 + Years)	\$3,232,660	\$3,232,660	Middle Schools/High Schools & Land
<b>Totals</b>	<b>\$7,695,510</b>	<b>\$7,695,510</b>	

1/ All BOE Projects Approved in FY 2023 during 6 October 2023 County Commission Meeting.

### 2.2.2. Law Enforcement

**Table 10. Jefferson County Law Enforcement Projects**

<b>Project</b>	<b>Current Request</b>	<b>Funding Potential</b>	<b>Category</b>
Weapons Training Qualifications Range	\$25,000	\$25,000	Buildings and Land
Interior Expansion Temporary Sheriff's Office Space	\$180,000	\$180,000	Buildings and Land
<b>Totals</b>	<b>\$205,000</b>	<b>\$205,000</b>	

### 2.2.3. Parks & Recreation

**Table 11. Park & Recreation Fee Fundable Projects**

<b>Project</b>	<b>Current Request</b>	<b>Funding Potential</b>	<b>Category</b>
Sam Michael's Park (Amphitheatre-ADA - Phase 2)	\$250,000	\$250,000	Park Improvements & Rec Facilities/Study
Sam Michael's Park Playground	\$65,000	\$65,000	Park Improvements & Rec Facilities/Study

South Jefferson Park (Master Plan)	\$75,000	\$75,000	Park Improvements & Rec Facilities/Study
Moulton Park (Master Plan)	\$40,000	\$40,000	Park Improvements & Rec Facilities/Study
Sam Michaels Park (Septic Upgrades)	\$450,000	\$450,000	Park Improvements & Rec Facilities/Study
Moulton Park (Master Plan)	\$40,000	\$40,000	Park Improvements & Rec Facilities/Study
James Hite Park (Tennis/Pickleball Courts)	\$150,000	\$150,000	Park Improvements & Rec Facilities/Study
<b>Totals</b>	<b>\$1,070,000</b>	<b>\$1,070,000</b>	

### 2.2.4. EMS

**Table 12. Jefferson County EMS Projects**

Company	Project	Current Request	Funding Potential	Category
JCESA	Building Mortgage /1	\$81,000	\$40,000	Facilities
	<b>Total</b>	<b>\$81,000</b>	<b>\$40,000</b>	

**Note:** /1 Request exceeds funds anticipated at beginning of FY 2025.

### 2.2.5. Administrative Facilities

**Table 13. Jefferson County Administrative Facilities Projects**

Company	Project	Current Request	Funding Potential	Category
Administrative Facilities	Building Mortgage /1	\$0	\$0	Facilities
	<b>Total</b>	<b>\$0</b>	<b>\$0</b>	

**Note:** /1 Project needs direction from County Commission on funding sources and timeline.

## 2.3. Proposed Fee Boundary Districts

Presently, the only fee category which utilizes fee districts is Law Enforcement. The boundaries of these districts are coincident with the current municipal boundaries. The Law Enforcement Impact Fee Ordinance defines the fee collection district as that portion of the county which is unincorporated. Development projects in the municipalities do not pay the Law Enforcement impact fee. As various municipalities continue to annex portions of the county, this boundary automatically adjusts. Thus there are no specific recommendations to change fee boundaries.

## 2.4. Proposed Fee Schedule Changes

In 2020, all four impact fee categories underwent a recalculation (with the addition of Administrative Facilities); overall, the County Commission reduced the current Impact Fee Schedule amounts.

The County updates its impact fee methodologies on a five year cycle. Therefore, the Schools, Law Enforcement, Parks and Recreation, and EMS impact fee categories were due last for recalculation in CY 2020. The County Commission recalculated the levels of service and impact fee amounts required to maintain this level of service and adopted new fees in 2021. The next impact fee recalculation should begin in CY 2026.

### **2.4.1. Inflation Adjustments**

It is generally recommended that all fee schedules not recalculated in any given calendar year be adjusted for inflation. By dictate of the Impact Fee Procedures Ordinance [2003-1], the Impact Fee Program Specialist must use the Price Indexes for Gross Government Fixed Investment by Type which is published by the United States Bureau of Economic Analysis<sup>1</sup>. Table 14 is extracted from the United States Bureau of Economic Analysis (BEA) data for price indexes (Table 5.9.4B – Price Indexes for Gross Government Fixed Investment by Type), for year 2021 and 2022. These represent the most recent price indices and were released on 30 September 2023. These data constitute the source for the annual inflation adjustments for the five impact fee categories currently in effect. As per the Impact Fee Procedures Ordinance 2003-1, Section 6(B), the annual inflation adjustment will be applied on 1 April 2024 unless the County Commission acts to stay these adjustments. Considering that a recalculation study recently occurred in 2020 and new fees were established in 2021, staff defers to the County Commission for a decision on whether to apply or stay the inflationary adjustment.

## **2.5. Proposed Changes to Level of Service Standards**

### **2.5.1. Overview**

West Virginia Code §7-20 requires that the County maintain, as part of its capital improvement program, level of service standards (LOS) for impact fee-applicable categories. The County maintains its LOS as the base data used to conduct impact fee calculations and these standards are documented in the various impact fee studies. Thus, the Level of Service Standards for the categories of Schools, Law Enforcement, Parks & Recreation, EMS services, and the new Administrative Facilities were last updated in 2020.

Regardless of whether the County Commission adopts any or all of the recalculated fee schedules, the recalculation exercise in effect recalibrates the Level of Service Standards and the percentage allocations for each capital category. The next scheduled update to the Level of Service Standards will occur in CY 2026.

## **2.6. Proposed Changes to Base Data for Fee Calculation**

There are no changes at this time.

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<sup>1</sup> Source is Table 5.9.4B, Price Indexes for Gross Government Fixed Investment by Type; lines 32, 35, 36, and 37

### 3. CY 2023 Inflation Adjustments

#### 3.1. Source Data

The following Table 14 is extracted from the United States Bureau of Economic Analysis (BEA) data for price indexes (Table 5.9.4B - Price Indexes for Gross Government Fixed Investment by Type), for years 2021 and 2022<sup>2</sup>. These represent the most recent price indices and were released on 29 September 2023. These data constitute the source for the annual inflation adjustments for the 5 impact fee categories currently in effect. As per the Impact Fee Procedures Ordinance 2003-1, Section 6(B), the annual inflation adjustment will be applied on 1 April 2024 unless the County Commission acts to stay these adjustments. The inflationary adjustments result in a higher impact fee for all fee categories.

The values in the columns titled 2023 Impact Fee (tables 15-19) are the fees currently in effect as of 1 April 2023.

**Table 14. Price Indices and Cost of Living Adjustment**

BEA Table Line	Fee Category	Structure Class	Price Index CY 2021	Price Index CY 2022	Differential (Inflation Adjustment Factor)
32	Admin. Facilities	State and Local - Office	119.214	143.448	1.2032
35	School	State and Local – Educational	116.960	136.168	1.1642
36	Law & EMS	State and Local – Public Safety	120.349	135.456	1.1255
37	Parks	Amusement & Recreation	120.499	135.491	1.1244

Source: Bureau of Economic Analysis, US Department of Commerce.

#### 3.2. Inflation Adjustment – Schools

**Table 15. Inflation Adjustment – Schools**

Residential Development	2023 Impact Fee	2024 Adjusted	Differential
Single Family	\$1	\$1	\$0
Town home	\$1	\$1	\$0
Duplex	\$1	\$1	\$0
Multi-family	\$1	\$1	\$0

<sup>2</sup> Source:

<https://www.bea.gov/iTable/iTable.cfm?reqid=19&step=2#reqid=19&step=3&isuri=1&1921=survey&1903=338> (select Table 5.9.4B).

### 3.3. Inflation Adjustment – Law Enforcement

**Table 16. Inflation Adjustment - Law Enforcement**

<b>Residential Development</b>	<b>2023 Impact Fee</b>	<b>2024 Adjusted</b>	<b>Differential</b>
Single Family	\$565	\$636	\$71
Town home	\$565	\$636	\$71
Duplex	\$565	\$636	\$71
Multi-family	\$404	\$455	\$51
<b>Non Residential Development (fees per 1,000 sq ft gross usable floor area)</b>	<b>2023 Impact Fee</b>	<b>2024 Adjusted</b>	<b>Differential</b>
Commercial/Shopping Center 25,000 SF or less	\$0	\$0	\$0
Commercial/Shopping Center 25,001 – 50,000 SF	\$0	\$0	\$0
Commercial/Shopping Center 50,001 – 100,000 SF	\$0	\$0	\$0
Commercial/Shopping Center 100,001 – 200,000 SF	\$0	\$0	\$0
Commercial/Shopping Center over 200,000 SF	\$0	\$0	\$0
Office/Institutional 10,000 SF or less	\$0	\$0	\$0
Office/Institutional 10,001 – 25,000 SF	\$0	\$0	\$0
Office/Institutional 25,001 – 50,000 SF	\$0	\$0	\$0
Office/Institutional 50,001 – 100,000 SF	\$0	\$0	\$0
Office/Institutional over 100,000 SF	\$0	\$0	\$0
Business Park	\$0	\$0	\$0
Light Industrial	\$0	\$0	\$0
Warehousing	\$0	\$0	\$0
Manufacturing	\$0	\$0	\$0

### 3.4. Inflation Adjustment – Parks & Recreation

**Table 17. Inflation Adjustment - Parks & Recreation**

<b>Residential Development</b>	<b>2023 Impact Fee</b>	<b>2024 Adjusted</b>	<b>Differential</b>
Single Family	\$1,006	\$1,131	\$125
Town home	\$1,006	\$1,131	\$125
Duplex	\$1,006	\$1,131	\$125
Multi-family	\$720	\$810	\$90

### 3.5. Inflation Adjustment – EMS

**Table 18. Inflation Adjustment - EMS**

<b>Residential Development</b>	<b>2023 Impact Fee</b>	<b>2024 Adjusted</b>	<b>Differential</b>
Single Family	\$106	\$119	\$13
Town home	\$106	\$119	\$13
Duplex	\$106	\$119	\$13
Multi-family	\$76	\$86	\$10
<b>Non Residential Development (fees per 1,000 sq ft gross usable floor area)</b>	<b>2023 Impact Fee</b>	<b>2024 Adjusted</b>	<b>Differential</b>
Commercial/Shopping Center 25,000 SF or less	\$0	\$0	\$0
Commercial/Shopping Center 25,001 – 50,000 SF	\$0	\$0	\$0
Commercial/Shopping Center 50,001 – 100,000 SF	\$0	\$0	\$0
Commercial/Shopping Center 100,001 – 200,000 SF	\$0	\$0	\$0
Commercial/Shopping Center over 200,000 SF	\$0	\$0	\$0
Office/Institutional 10,000 SF or less	\$0	\$0	\$0
Office/Institutional 10,001 – 25,000 SF	\$0	\$0	\$0
Office/Institutional 25,001 – 50,000 SF	\$0	\$0	\$0
Office/Institutional 50,001 – 100,000 SF	\$0	\$0	\$0
Office/Institutional over 100,000 SF	\$0	\$0	\$0
Business Park	\$0	\$0	\$0
Light Industrial	\$0	\$0	\$0
Warehousing	\$0	\$0	\$0
Manufacturing	\$0	\$0	\$0

### 3.6. Inflation Adjustment – Administrative Facilities

**Table 19. Inflation Adjustment - Administrative Facilities**

<b>Residential Development</b>	<b>2023 Impact Fee</b>	<b>2024 Adjusted</b>	<b>Differential</b>
Single Family	\$47	\$57	\$10
Town home	\$47	\$57	\$10
Duplex	\$47	\$57	\$10
Multi-family	\$33	\$40	\$7
<b>Non Residential Development (fees per 1,000 sq ft gross usable floor area)</b>	<b>2023 Impact Fee</b>	<b>2024 Adjusted</b>	<b>Differential</b>
Commercial/Shopping Center 25,000 SF or less	\$0	\$0	\$0
Commercial/Shopping Center 25,001 – 50,000 SF	\$0	\$0	\$0
Commercial/Shopping Center 50,001 – 100,000 SF	\$0	\$0	\$0
Commercial/Shopping Center 100,001 – 200,000 SF	\$0	\$0	\$0
Commercial/Shopping Center over 200,000 SF	\$0	\$0	\$0
Office/Institutional 10,000 SF or less	\$0	\$0	\$0
Office/Institutional 10,001 – 25,000 SF	\$0	\$0	\$0
Office/Institutional 25,001 – 50,000 SF	\$0	\$0	\$0
Office/Institutional 50,001 – 100,000 SF	\$0	\$0	\$0
Office/Institutional over 100,000 SF	\$0	\$0	\$0
Business Park	\$0	\$0	\$0
Light Industrial	\$0	\$0	\$0
Warehousing	\$0	\$0	\$0
Manufacturing	\$0	\$0	\$0

### 3.7. Residential Fee Totals – Inflation Adjusted

The Impact Fee Procedure Ordinance (2003-1) indicates that unless the Commission acts to prevent these adjustments from taking effect, they automatically apply on the first day of April (c.f. §6(B) *et seq*). If the County Commission does not act to prevent the inflation adjustments listed in Table 20 from going into effect, the fee schedule listed in Table 20 below will apply on 1 April 2024. This fee schedule is based on the schedule resulting from the fee recalculations of 2 September 2021.

**Table 20. Inflation Adjusted Maximum Fee Schedule - 01 April 2024**

Residential Development	Impact Fee Category	Current Impact Fee per Dwelling Unit	01 April 2024 Impact Fee per Dwelling Unit	
<b>Single Family</b>	Schools	\$1	\$1	
	<b>Town Home</b>	Law Enforcement	\$565	\$636
		<b>Duplex</b>	Parks & Recreation	\$1,006
	EMS		\$106	\$119
	Admin. Facilities		\$47	\$57
	<b>TOTAL</b>	<b>\$1,725</b>	<b>\$1,944</b>	
<b>Multi-Family</b>	Schools	\$1	\$1	
	Law Enforcement	\$404	\$455	
	Parks & Recreation	\$720	\$810	
	EMS	\$76	\$86	
	Admin. Facilities	\$33	\$40	
	<b>TOTAL</b>	<b>\$1,234</b>	<b>\$1,392</b>	

**JEFFERSON COUNTY, WEST VIRGINIA**  
**Engineering Department**  
**Office of Impact Fees**  
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**Affordable Housing Discounted Impact Fee Per Dwelling Unit Type**

**December 28, 2023 Housing Index Average Market Value  
for Jefferson County, WV: \$366,623**

Current Impact Fee		<i>Single Family</i>	<i>Town Home</i>	<i>Duplex</i>	<i>Multi-Family</i>
		\$1,725	\$1,725	\$1,725	\$1,234
Affordable Housing		<i>Discounted Impact Fee Per Dwelling Unit Type</i>			
Percentage	Market Value				
60%	\$219,974	\$1,035	\$1,035	\$1,035	\$740
59%	\$216,308	\$1,018	\$1,018	\$1,018	\$728
58%	\$212,641	\$1,001	\$1,001	\$1,001	\$716
57%	\$208,975	\$983	\$983	\$983	\$703
56%	\$205,309	\$966	\$966	\$966	\$691
55%	\$201,643	\$949	\$949	\$949	\$679
54%	\$197,976	\$931	\$931	\$931	\$666
53%	\$194,310	\$914	\$914	\$914	\$654
52%	\$190,644	\$897	\$897	\$897	\$642
51%	\$186,978	\$880	\$880	\$880	\$629
50%	\$183,312	\$862	\$862	\$862	\$617
49%	\$179,645	\$845	\$845	\$845	\$605
48%	\$175,979	\$828	\$828	\$828	\$592
47%	\$172,313	\$811	\$811	\$811	\$580
46%	\$168,647	\$794	\$794	\$794	\$568
45%	\$164,980	\$776	\$776	\$776	\$555
44%	\$161,314	\$759	\$759	\$759	\$543
43%	\$157,648	\$742	\$742	\$742	\$531
42%	\$153,982	\$725	\$725	\$725	\$518
41%	\$150,315	\$707	\$707	\$707	\$506
40%	\$146,649	\$690	\$690	\$690	\$494
39%	\$142,983	\$673	\$673	\$673	\$481
38%	\$139,317	\$656	\$656	\$656	\$469
37%	\$135,651	\$638	\$638	\$638	\$457
36%	\$131,984	\$621	\$621	\$621	\$444
35%	\$128,318	\$604	\$604	\$604	\$432
34%	\$124,652	\$587	\$587	\$587	\$420
33%	\$120,986	\$569	\$569	\$569	\$407
32%	\$117,319	\$552	\$552	\$552	\$395
31%	\$113,653	\$535	\$535	\$535	\$383
30%	\$109,987	\$518	\$518	\$518	\$370
29%	\$106,321	\$500	\$500	\$500	\$358
28%	\$102,654	\$483	\$483	\$483	\$346
27%	\$98,988	\$466	\$466	\$466	\$333
26%	\$95,322	\$449	\$449	\$449	\$321
25%	\$91,656	\$431	\$431	\$431	\$309

**Disclaimer: Figures updated and effective through 31 December 2024 per the WV Tax Commissioner. Apartment/Condominium projects qualifying for the AHD, the discount equals 40% of normal fee.**



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

If not attached, explain: **See attached Impact Fees - FY 2025 Capital Improvement Plan**

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

Contact information:

Email address: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org) Phone Number: 304-728-3257

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

# **FY 2025 Capital Improvement Plan**

**Schools**

**Law Enforcement**

**Parks & Recreation**

**Emergency Services**

**Administrative Facilities**

**Jefferson County Commission**

**Engineering Department/Office of Impact Fees**

**11 January 2024**

# FY 2025 Impact Fee Program Capital Improvement Plan

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## FY 2024 Capital Improvement Plan Submissions

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## Overview

This document constitutes the Jefferson County Impact Fee Program Capital Improvement Plan for Fiscal Year 2025 (which begins July 1 2024). It consists of two categories, those eligible for Impact Fee funding for capital improvements and those ineligible. For the entities eligible for Impact Fee funding, their names and their associated impact fee category are indicated below (impact fee categories noted in square brackets):

- Jefferson County Board of Education [School]
- Sheriff of Jefferson County [Law Enforcement]
- Jefferson County Parks & Recreation Commission [Parks and Recreation]
- Jefferson County Emergency Services Agency [EMS]
- Jefferson County Administrative Facilities [Administrative Facilities]

The total funding request for all projects over the upcoming fiscal year as well as the next five outlying years is \$188,072,100 (down from \$191,107,249 in FY 2024). Of this amount, \$3,251,000 represents the funding requests for FY 2025 (in FY 2024 the amount was \$3,571,000).

The divided sections which follow include the submitted *CIP Form 1* (Agency/Department/Office Summary) for each entity as well as the individual *CIP Form 2* documents (Annual and Five Year Project Request and Justification) which detail each project listed on an entity's *CIP Form 1*. Any supplementary documentation is included with the appropriate *CIP Form 2*. Proposed projects that directly impact the County Budget also require *Form 2B – Budget Impact Analysis*; however, the projects submitted for FY 2025 do not require funding from the County's General or Capital Outlay Funds.

Each entity's submission is entered into the Capital Improvement Plan database, which permits comments from the Impact Fee Program Specialist to be included with *CIP Form 1*. In the case of the Board of Education, *CIP Form 2* documents are not required. The original submissions received from all entities are on file within the Engineering Department/Office of Impact Fees.

## **Overview of Funding Options**

This document lists planned capital projects within the Jefferson County Impact Fee Program of which some entities have several options for funding available to them. In general, revenues available to fund capital projects may be classed into one of the following categories:

- Direct County support (General and Coal Severance Funds, etc.).
- General Obligation/Construction Bonds (currently only one such bond is in effect for the taxpayers of Jefferson County – a school construction bond). Loans mediated through banks to the County Building Commission also fall into this category.
- State support (usually as School Building Authority grants, or similar grants through other state agencies).
- Federal grants.
- Impact fees (see the discussion on page 12 for details).
- Entity-specific user fees (for example Park & Recreation or Fire/Ambulance fees).
- Donations and gifts (bequeathments, corporate partnerships, etc.).

The major funding mechanisms will be briefly discussed in the following section.

### **(a) Direct County Support**

The County Commission has the authority to use monies from the General and/or Coal Severance Fund to assist with the funding of County projects. Previously, several dedicated Capital Outlay funds have been established for this purpose using General Fund revenue. In prior years, these funds have been used to build the Sam Michael's Park Community Center, and to purchase and renovate several other buildings. Among some of the other projects which have benefited from these funds includes the Emergency Communications Center, the Sheriff's Department, and the County Maintenance Facility which are all located in the Bardane Industrial Park. In downtown Charles Town, the Old Jail was renovated for the Circuit Court and most recently, the purchase and renovation of the Gray Building which now houses the Prosecuting Attorney's Office. These funds have also assisted with the mortgage payments for the new Emergency Services Agency building.

### **(b) General Obligation/Construction Bonds**

Only the County Commission and the Board of Education may propose special levies to fund capital projects. In both cases the question of a levy must be placed before the County's voters and must receive a minimum of 60% of the vote.

This type of funding mechanism is rarely used in Jefferson County. The Board of Education has floated several construction bonds which have funded expansion and renovation projects at Jefferson High School and part of the construction costs at Washington High School.

Jefferson County has an appointed Building Commission. The County Commission, through its Building Commission, may borrow money from any type of lending financial institution or issue general obligation bonds. If the loan is to acquire land or construct a building, the deed to the property is transferred from the County Commission (or other entity) to the Building Commission. Generally, the County Commission funds the Building Commission to provide revenue to satisfy the terms of the loan. Building Commissions were specifically granted this authority in order to prevent County Commissions of obligating future Commissions via the issuance of bonds or by securing mortgages or loans<sup>1</sup>.

### **(c) State Support**

The only significant source of state-supplied capital funding for the County comes from the State School Building Authority (SBA). This entity sets school construction standards and releases funds, generally for entities that bring significant cash matches. In the past few funding cycles, the Jefferson County Board of Education has used collected impact fee monies as a monetary match. The SBA has responded favorably by providing monies for several construction and school expansion projects. No other entity, including the County Commission, has an equivalent state funding agency.

### **(d) Federal Support**

Unfortunately, Federal monies have not been a predictable or reliable revenue stream to fund capital projects within Jefferson County. The Sheriff's Department has in the past received some Federal monies for capital projects, but historically the funding amounts have been relatively small and random in nature. Federal monies are also available to fund capital projects for EMS entities.

## **Summary of Impact Fee Fundable Projects**

**Table 1** lists all *priority 1* projects (described as Urgent/Mandatory on *CIP Form 2*) as requested by each entity. Not all of these projects are eligible for funding by impact fees, but it is important to note that these projects have been described by their respective entities as having Urgent/Mandatory funding needs.

**Table 2** lists all Urgent and Non-Urgent capital improvement projects requested by each entity, regardless of being fundable by impact fees. This is each entities' overall "wish list".

**Table 3** identifies *only* those projects that are **impact fee-fundable**, which are eligible for funding by available impact fees, either in whole or in part. Emphasis on approving impact fee expenditure on projects requested is suggested to be for *priority 1* projects first. The Impact Fee Program Specialist has determined which of the projects that are impact fee fundable for FY 2024 based on the current availability of impact fee funds for each of the impact fee categories and their associated bank accounts, prior and current allocation sources, along with the impact fee collection projections for the remainder of FY 2025.

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<sup>1</sup> See WV Code §8-30 *et seq.*

Table 1. FY 2025 Priority 1 Projects (Urgent/Mandatory) - All Funding Sources

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2025	Other Sources Allocation	Yr 1 FY 2026	Yr 2 FY 2027	Yr 3 FY 2028	Yr 4 FY 2029	Yr 5 FY 2030
<b>Jefferson County Board of Education</b>											
1	1	Shepherdstown Elementary School	\$33,420,400	\$1,276,061	\$0	\$33,420,400	\$0	\$0	\$0	\$0	\$0
2	1	High School Auxiliary Gym	\$5,178,150	\$1,910,688	\$0	\$5,178,150	\$0	\$0	\$0	\$0	\$0
3	1	New Middle School (10+ yrs)	\$43,000,000	\$2,166,204	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	1	ROTC Wing at Jefferson High School	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	
5	1	New High School	\$64,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
6	1	Impact Fee Study	\$25,000	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	
<b>TOTALS</b>			<b>\$147,123,650</b>	<b>\$5,352,973</b>	<b>\$0</b>	<b>\$38,598,550</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$1,500,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Jefferson County Emergency Services Agency</b>											
1	1	JCESA Building Mortgage	\$520,328	\$0	\$81,000	\$0	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000
<b>TOTALS</b>			<b>\$520,328</b>	<b>\$0</b>	<b>\$81,000</b>	<b>\$0</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>

Table 2. FY 2025 Projects (Urgent and Non-Urgent) - All Priorities

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2025	Other Sources Allocation	Yr 1 FY 2026	Yr 2 FY 2027	Yr 3 FY 2028	Yr 4 FY 2029	Yr 5 FY 2030
<b>Jefferson County Board of Education</b>											
1	1	Shepherdstown Elementary School	\$33,420,400	\$1,276,081	\$0	\$33,420,400	\$0	\$0	\$0	\$0	\$0
2	1	High School Auxiliary Gym	\$5,178,150	\$1,910,688	\$0	\$5,178,150	\$0	\$0	\$0	\$0	\$0
3	1	New Middle School (10+ yrs)	\$43,000,000	\$2,166,204	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	1	ROTC Wing at Jefferson High School	\$1,500,000	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0
5	1	New High School	\$64,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	1	Impact Fee Study	\$25,000	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0
<b>TOTALS</b>			<b>\$147,123,550</b>	<b>\$5,352,973</b>	<b>\$0</b>	<b>\$38,598,550</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$1,500,000</b>	<b>\$0</b>	<b>\$0</b>
<b>Sheriff of Jefferson County</b>											
1	2	Weapons Training Qualifications Range Exterior Expansion	\$100,000	\$25,000	\$25,000	\$0	\$25,000	\$25,000	\$25,000	\$0	\$0
2	2	Temporary Sheriff's Office Space Interior Expansion	\$1,200,000	\$0	\$600,000	\$0	\$400,000	\$100,000	\$100,000	\$0	\$0
3	2	Temporary Sheriff's Office Space	\$300,000	\$200,000	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
4	2	Mobile Data Terminal System for Police Vehicles	\$184,500	\$0	\$0	\$0	\$31,500	\$31,500	\$10,000	\$50,000	\$61,500
5	2	Permanent Jefferson County Sheriff's Office	\$7,000,000	\$75,000	\$1,500,000	\$0	\$1,500,000	\$2,000,000	\$2,000,000	\$0	\$0
6	2	Purchase of Police Cruisers x 18	\$900,000	\$0	\$0	\$0	\$175,000	\$175,000	\$175,000	\$175,000	\$200,000
<b>TOTALS</b>			<b>\$9,684,500</b>	<b>\$300,000</b>	<b>\$2,275,000</b>	<b>\$0</b>	<b>\$2,281,500</b>	<b>\$2,331,500</b>	<b>\$2,310,000</b>	<b>\$225,000</b>	<b>\$261,500</b>
<b>Jefferson County Parks &amp; Recreation Commission</b>											
1	3	2026 Parks Master Plan	\$100,000	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
2	2	Program Support Vehicle	\$40,000	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0
3	2	Sam Michael's Park (Septic Upgrades)	\$750,000	\$0	\$450,000	\$300,000	\$0	\$0	\$0	\$0	\$0
4	2	South Jefferson Park (Master Plan)	\$75,000	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
5	2	Sam Michael's Park (Playground)	\$140,000	\$0	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0

**Table 2. FY 2025 Projects (Urgent and Non-Urgent) - All Priorities**

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2025	Other Sources Allocation	Yr 1 FY 2026	Yr 2 FY 2027	Yr 3 FY 2028	Yr 4 FY 2029	Yr 5 FY 2030
6	2	Sam Michael's Park (Splash Pad)	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0
7	2	Maintenance Vehicle	\$45,000	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0
8	2	James Hite Park (Dog Park)	\$78,000	\$0	\$0	\$0	\$0	\$0	\$78,000	\$0	\$0
9	2	James Hite Park (Phase III)	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
10	2	James Hite Park (Pickleball Courts)	\$350,000	\$0	\$200,000	\$150,000	\$0	\$0	\$0	\$0	\$0
11	2	James Hite Park (Utilities)	\$1,800,000	\$0	\$0	\$0	\$0	\$100,000	\$850,000	\$850,000	\$0
12	2	Sam Michael's Park (Community Center Expansion)	\$2,600,000	\$0	\$100,000	\$0	\$0	\$2,500,000	\$0	\$0	\$0
13	2	Land Acquisition	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
<b>TOTALS</b>			<b>\$10,185,000</b>	<b>\$0</b>	<b>\$895,000</b>	<b>\$520,000</b>	<b>\$145,000</b>	<b>\$2,640,000</b>	<b>\$1,228,000</b>	<b>\$850,000</b>	<b>\$2,800,000</b>
<b>Jefferson County Emergency Services Agency</b>											
1	1	JCESA Building Mortgage	\$520,328	\$0	\$81,000	\$0	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000
<b>TOTALS</b>			<b>\$520,328</b>	<b>\$0</b>	<b>\$81,000</b>	<b>\$0</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>	<b>\$81,000</b>
<b>Jefferson County Administrative Facilities</b>											
1	1	County Administrative Facilities/Courts - Prosecutor Cost Recovery	\$180,222	\$0	\$0	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$21,379
<b>TOTALS</b>			<b>\$180,222</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$21,379</b>

**Table 3. FY 2025 Impact Fundable Projects**

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2025	Other Sources Allocation	Yr 1 FY 2026	Yr 2 FY 2027	Yr 3 FY 2028	Yr 4 FY 2029	Yr 5 FY 2030
<b>Jefferson County Board of Education</b>											
1	1	Shepherdstown Elementary School	\$33,420,400	\$1,276,081	\$0	\$33,420,400	\$0	\$0	\$0	\$0	\$0
2	1	High School Auxiliary Gym	\$5,178,150	\$1,910,688	\$0	\$5,178,150	\$0	\$0	\$0	\$0	\$0
3	1	New Middle School (10+ yrs)	\$43,000,000	\$2,166,204	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	1	ROTC Wing at Jefferson High School	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0
5	1	New High School	\$64,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	1	Impact Fee Study	\$25,000	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0
<b>TOTALS</b>			<b>\$147,123,550</b>	<b>\$5,352,973</b>	<b>\$0</b>	<b>\$38,698,550</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$1,500,000</b>	<b>\$0</b>	<b>\$0</b>

**Impact Fee Specialist Recommendations – Jefferson County Board of Education**

#	Pri	Project	Fee Funding Potential	Comments
There are no current impact fee project requests for the Board of Education at this time for FY 2025. All above projects approved in FY 2023 during 6 October 2022 County Commission meeting and are on-going in process.				

<b>Sheriff of Jefferson County</b>											
1	2	Weapons Training Qualifications Range	\$100,000	\$25,000	\$25,000	\$0	\$25,000	\$25,000	\$25,000	\$0	\$0
2	2	Internal Expansion Temporary Sheriff's Office Space	\$300,000	\$200,000	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0
<b>TOTALS</b>			<b>\$400,000</b>	<b>\$225,000</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$175,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$0</b>

**Impact Fee Specialist Recommendations – Sheriff of Jefferson County**

#	Pri	Project	Fee Funding Potential	Comments
1	2	Weapons Training Qualifications Range	Eligible for Full Funding due to being for new growth	As of December 31, 2023, the remaining allocation amount is \$388,245 in the "Sheriff Facilities & Study" capital category of this project. This request is fully fundable up to this limit, which is projected to have an estimated balance of \$500,317 on June 30, 2023.

**Table 3. FY 2025 Impact Fundable Projects**

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2025	Other Sources Allocation	Yr 1 FY 2026	Yr 2 FY 2027	Yr 3 FY 2028	Yr 4 FY 2029	Yr 5 FY 2030
					Full funding is currently available in the Law Enforcement account for this \$25,000 request in FY 2025. The CIP impact fees funding request through FY 2030 is \$75,000 and is currently available, which completes this funding request.						
3	2	Internal Expansion of Temporary Sheriff's Office Space		Eligible for Full Funding due to being for new growth	As of December 31, 2023, the remaining allocation amount is \$388,246 in the "Sheriff Facilities & Study" capital category of this project. This request is fully fundable up to this limit, which is projected to have an estimated balance of \$500,317 on June 30, 2024.						
					Full funding is currently available in the Law Enforcement account for this \$150,000 request in FY 2025. The CIP impact fees funding request through FY 2030 is \$150,000 and is currently available, which completes this funding request.						

**Jefferson County Parks & Recreation Commission**

3	2	Sam Michaels Park (Septic Upgrades)	\$750,000	\$0	\$450,000	\$300,000	\$0	\$0	\$0	\$0	\$0
4	2	South Jefferson Park (Master Plan)	\$75,000	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
5	2	Sam Michaels Park (Playground)	\$140,000	\$0	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0
10	2	James Hite Park (Pickleball Courts)	\$350,000	\$0	\$200,000	\$150,000	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>			<b>\$1,315,000</b>	<b>\$0</b>	<b>\$795,000</b>	<b>\$520,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Impact Fee Specialist Recommendations – Jefferson County Parks & Recreation Commission**

#	Pri	Project	Fee Funding Potential	Comments
3	2	Sam Michaels Park (Septic Upgrades)	Eligible for Full Funding due to being for new growth	As of December 31, 2023, the remaining allocation amount is \$1,231,906 in the "Park Improvements, Facilities (bldgs.) & Study" capital category of this project and is currently fully fundable up to that amount and contingent upon the availability of funds in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$1,549,280 on June 30, 2024.
				Full funding is currently available in the Parks and Rec impact fee account for this \$450,000 request in FY 2025. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project. Total cost is being supplemented with \$300,000 of funding from other sources.
4	2	South Jefferson Park (Master Plan)	Eligible for Full Funding due to being for new growth	As of December 31, 2023, the remaining allocation amount is \$1,231,906 in the "Park Improvements, Facilities (bldgs.) & Study" capital category of this project and is currently fully fundable up to that amount and contingent upon the availability of funds in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$1,549,280 on June 30, 2024.

Table 3. FY 2025 Impact Fundable Projects

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2025	Other Sources Allocation	Yr 1 FY 2026	Yr 2 FY 2027	Yr 3 FY 2028	Yr 4 FY 2029	Yr 5 FY 2030
					Full funding is currently available in the Parks and Rec impact fee account for this \$75,000 request, in FY 2025. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project.						
5	2	Sam Michaels Park (Playground)		Eligible for Full Funding due to being for new growth	As of December 31, 2023, the remaining allocation amount is \$1,231,906 in the "Park Improvements, Facilities (bldgs.) & Study" capital category of this project and is currently fully fundable up to that amount and contingent upon the availability of funds in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$1,549,280 on June 30, 2024. Funding for this project is available in the Parks and Rec impact fee account for this \$70,000 request in FY 2025. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project. Total cost is being supplemented with \$70,000 of funding from other sources.						
10	2	James Hite Park (Pickleball Courts)		Eligible for Full Funding due to being for new growth	As of December 31, 2023, the remaining allocation amount is \$1,231,906 in the "Park Improvements, Facilities (bldgs.) & Study" capital category of this project and is currently fully fundable up to that amount and contingent upon the availability of funds in the Parks and Rec impact fee account, which is projected to have an estimated balance of \$1,549,280 on June 30, 2024. Funding for this project is available in the Parks and Rec impact fee account for this \$200,000 request in FY 2025. No additional funding request in future fiscal years is indicated and this appears to be a one-time request for this project. Total cost is being supplemented with \$150,000 of funding from other sources.						

Jefferson County Emergency Services Agency (EMS)

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

Impact Fee Specialist Recommendations – Jefferson County Emergency Services Agency (EMS)

#	Pri	Project	Fee Funding Potential	Comments
1	1	JCESA Building Mortgage	Eligible for Full Funding due to being for new growth	As of December 31, 2023, the remaining allocation amount is \$615,366 in the "Facilities Mortgage - Cost Recovery & Study" capital category of this project. This request is fundable up to future growth's cost of \$520,328. However, fully funding the current request is contingent upon availability of funds in the EMS impact fee account, which is projected to have an estimated balance of only \$129,615 on June 30, 2024. Funding for this project is available in the EMS impact fee account for the full \$81,000. However, it appears that there will be insufficient funding in future fiscal years to pay the full \$81,000 mortgage from impact fee funds since impact fees revenue for this entity is only averaging \$20,000 per year; the ESA will need to find another funding source.

Table 3. FY 2025 Impact Fundable Projects

#	Pri	Project	Estimated Total	Prior Allocation	Current Request FY 2025	Other Sources Allocation	Yr 1 FY 2026	Yr 2 FY 2027	Yr 3 FY 2028	Yr 4 FY 2029	Yr 5 FY 2030	
<b>Jefferson County Administrative Facilities</b>												
		County Administrative Facilities/Courts -										
1	1	Prosecutor Cost Recovery	\$180,222		\$0	\$0	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$21,379
<b>TOTALS</b>			<b>\$180,222</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$21,379</b>
<b>Impact Fee Specialist Recommendations – Jefferson County Administrative Facilities</b>												
#	Pri	Project	Fee Funding Potential	Comments								
1	1	County Administrative Facilities/Courts - Prosecutor Cost Recovery	Not Fee Fundable At This Time	There is no current impact fee request for this project and we do not foresee a potential request until FY 2026 being the earliest due to total impact fee collection and other funding sources.								
Fees added as per County Commission approval 3 November 2021.												

# Impact Fee Program Specialist's Notes

## (e) Authority

Pursuant to West Virginia State Code, Chapter 7, Article 20, Section 6 (§7-20-6) counties which have enabled impact fees must maintain a Impact Fee Program Capital Improvement Plan. Only the projects listed on this CIP are eligible for funding by impact fees (either in whole or in part). Whether a project may be wholly or only partially funded depends upon whether the project is exclusively needed due to new growth or is only partially required due to conditions of new growth (see §7-20-3 (h) and (i) for definitions of “proportionate share” and “reasonable benefit”).

The requirement for a yearly Impact Fee Program Capital Improvement Plan, and the identification of **Impact Fee Fundable** projects, is outlined in Jefferson County Impact Fee Procedures Ordinance 2003-1 Section 3(C) *et seq.*

Any subsequent changes to the approved Capital Improvement Plan shall be approved by the County Commission.

## (f) Overview

The role of the Impact Fee Program Specialist is to identify projects from the Impact Fee Program Capital Improvement Plan which are eligible for funding. This is done for each capital category for each entity for which impact fees are collected (Impact Fees Ordinance 2003-1 Section 6(A)(2)(b)).

There are two important decision points made when considering each project:

1. Does the project represent expansion of an acknowledged capital category?
  - a. If the answer is **no** (in other words the project may represent maintenance or replacement, or an effort to increase the *standard of service*), then the project is ineligible for funding using impact fees. However, it is important to note that such projects **may be eligible** for funding by other revenue sources.
  - b. If the answer is **yes**, then the project is eligible, and the second decision point applies.
2. Is the requested project necessary only because of new growth?
  - a. If the answer is **yes**, then the project is potentially **fully impact fee-fundable**.
  - b. If the answer is **no** (generally because there is a repair, replacement, or increase in the standard of service component), then the project is usually only **partially fundable** by impact fees.

In cases where a project may be funded using impact fees, the Impact Fee Program Specialist examines the current cash flow analysis to determine how much in collected funds is attributed to the relevant capital category (i.e. schools, land, buildings, equipment, vehicles). The cash flow analysis also tracks fee disbursement over time, so it is a useful tool for providing guidance on overall spending trends. The cash flow analyses for each of the fee categories are presented on the following pages.

## Cash Flow Analyses

The following 5 tables constitute the official cash flow analyses for each of the five impact fee categories:

- Jefferson County Board of Education [School]
- Sheriff of Jefferson County [Law Enforcement]
- Jefferson County Parks & Recreation Commission [Parks and Recreation]
- Jefferson County Emergency Services Agency [EMS]
- Jefferson County Administrative Facilities [Administrative Facilities]

The revenue and expenditures data are cumulative from the beginning of the respective fee collection start date through January 1, 2024 (50% of FY 2024). The projected balance runs to July 1, 2024, which is the end of FY 2024 and the start of FY 2025.

For the purposes of projecting the cash flow analysis from 1 January 2023 through 30 June 2023, it was assumed that the County growth rate for the period of 1 January 2024 through 30 June 2024, will be constant and equal to the same time period last year. During this period, there were 198 new single family detached structures (of which 1 qualified for the Affordable Housing Discount), 191 new townhouse structures, 2 duplex structures, and 0 multi-family units. For projecting the future cash flow from 1 January 2024 through 30 June 2024, we assumed the following:

198	Single-family units
191	Townhouse units
2	Duplex units
0	Multi-family units

While there were seven commercial development projects in CY 2023, the amount of impact fees collected due to commercial development, during the same cash flow projection time period last year, is \$0.00. The amount of commercial impact fees collected is insignificant and therefore is not considered in the cash flow projection.

**Schools - Percent Allocation & Amount Available by Capital Category**

(Target Allocation % based on 2020 LOS Recalculation Study)

Balance as of 31 December 2023								
Capital Category		2015 Study Allocation Percent	Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Capital Category Revenue Expended	31 December 2023 Capital Category Amount Available	Comments
<b>2015 Study Capital Categories</b>								
Elementary School & Land	Froze as of 09/02/2021	29.2%	\$33,203,685	29.2%	\$9,695,478	\$9,831,839	-\$136,363	Fund
Middle School/High School & Land and Study	Froze as of 09/02/2021	67.8%	\$33,202,384	67.8%	\$22,511,217	\$19,346,772	\$3,164,445	Fund
Administrative Offices & Maintenance Shop	Froze as of 09/02/2021	3.0%	\$33,202,384	3.0%	\$996,972	\$2,020,200	-\$1,024,128	Capital Category Overspent
				100.0%	\$33,202,764	\$31,198,811	\$2,004,953	Previously Allocated Funds Available. Revenue Collected and Allocations Frozen in Place In
<b>2021 Study Capital Category</b>								
High Schools & Land Only	Residential Dwelling Unit Fee Set by County Commission	2020 Study Allocation Percent	\$1,301	100.0%	\$1,301	\$0	\$1,301	Beginning 8/03/2021 Additional Funds Available for High Schools Only.
<b>Grand Total for Schools =</b>					\$33,204,065	\$31,198,811	\$2,005,254	(Total Funds Available)

Balance Projected through 30 June, 2024								
Capital Category		2015 Study Allocation Percent	Projected Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Total Expended	June 30, 2024 Projected Capital Category Amount Available	Comments
<b>2015 Study Capital Categories</b>								
Elementary School & Land	Froze as of 09/02/2021	29.2%	\$33,202,384	29.2%	\$9,695,095	\$9,831,839	-\$136,743	Do Not Fund
Middle School/High School & Land and Study	Froze as of 09/02/2021	67.8%	\$33,202,384	67.8%	\$22,511,217	\$19,346,772	\$3,164,445	Fund
Administrative Offices & Maintenance Shop	Froze as of 09/02/2021	3.0%	\$33,202,384	3.0%	\$996,972	\$2,020,200	-\$1,024,128	Do Not Fund
					\$33,202,384	\$31,198,811		
<b>2021 Study Capital Category</b>								
High Schools & Land Only	Residential Dwelling Unit Fee Set by County Commission	2020 Study Allocation Percent	\$1,692	100.0%	\$1,692	\$0	\$1,692	Funds for High Schools Only
<b>Grand Total for Schools =</b>				100%	\$33,204,076	\$31,198,811	\$2,005,265	(Projected Funds Available)

\*Calculated Based on July 16, 2021 Impact Fees Recalculation Report by Trischler/Bise using the Capital Category LOS Cost Calculations (See Fig. 515)

**Law Enforcement - Percent Allocation & Amount Available by Capital Category**

*(Target Allocation % based on 2020 LOS Recalculation Study)*

Balance as of 31 December 2023							December 31, 2023 Capital Category Amount Available	Comments
Capital Category	Cost Per Person (Level of Service*)	Percent of Total Cost per Person*	Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Capital Category Revenue Expended		
	(2020 Study, Fig. L14)							
Sheriff Facilities & Study	\$107.86	50.7%	\$641,798	50.7%	\$427,047	\$38,801	\$388,246	Fund
Sheriff Vehicles	\$71.02	33.5%	\$841,798	33.5%	\$281,710	\$236,454	\$45,256	Fund
Law Enforcement Equipment	\$19.77	9.3%	\$841,798	9.3%	\$78,420	\$18,211	\$60,210	Fund
Animal Control Facilities	\$7.35	3.5%	\$841,798	3.5%	\$29,155	\$0	\$29,155	Fund
Animal Control Vehicles	\$5.42	3.0%	\$841,798	3.0%	\$25,466	\$0	\$25,466	Fund
<b>Total for Sheriff/Law Enforcement =</b>	<b>\$212.22</b>	<b>100%</b>		<b>100%</b>	<b>\$841,798</b>	<b>\$293,466</b>	<b>\$548,332</b>	(Total Funds Available)

Balance Projected through 30 June, 2024						June 30, 2024 Projected Capital Category Amount Available	Comments
Capital Category	Projected Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Total Expended			
Sheriff Facilities & Study	\$1,062,713	50.7%	\$539,118	\$38,801	\$500,317	Fund This Category	
Sheriff Vehicles	\$1,062,713	33.5%	\$355,640	\$236,454	\$119,186	Fund This Category	
Law Enforcement Equipment	\$1,062,713	9.3%	\$99,000	\$18,211	\$80,789	Fund This Category	
Animal Control Facilities	\$1,062,713	3.5%	\$36,806	\$0	\$36,806	Fund This Category	
Animal Control Vehicles	\$1,062,713	3.0%	\$32,149	\$0	\$32,149	Fund This Category	
<b>Total for Sheriff/Law Enforcement =</b>		<b>100%</b>	<b>\$1,062,713</b>	<b>\$293,466</b>	<b>\$769,247</b>	(Projected Funds Available)	

\*Calculated Based on July 16, 2021 Impact Fees Recalculation Report by TischlerBise using the Capital Category LOS Cost Calculations (See Fig. L14)

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

(Target Allocation % based on 2020 LOS Recalculation Study)

Balance as of 31 December 2023								
Capital Category	Cost Per Person (Level of Service*)	Percent of Total Cost per Person	Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Capital Category Revenue Expended	31 December 2023 Capital Category Amount Available	Comments
	(2020 Study, Fig. P11)							
Park Improvements, Facilities (bldgs.) & Study	\$305.21	80.7%	\$3,347,784	80.7%	\$2,701,185	\$1,469,279	\$1,231,906	Fund
Park Land	\$66.26	17.5%	\$3,347,784	17.5%	\$586,418	\$521,200	\$85,218	Fund
Park Vehicles & Equipment	\$6.80	1.8%	\$3,347,784	1.8%	\$60,182	\$90,815	-\$30,633	Capital Category Overspent
<b>Total for Parks &amp; Recreation =</b>	<b>\$378.27</b>	<b>100.00%</b>		<b>100.0%</b>	<b>\$3,347,784</b>	<b>\$2,081,294</b>	<b>\$1,266,490</b>	<b>(Total Funds Available)</b>

Balance Projected through June 30, 2024						
Capital Category	Projected Total Revenue Collected	Capital Category Allocation %	Capital Category Projected Revenue Allocation	Capital Category Revenue Expended	June 30, 2024 Projected Capital Category Amount Available	Comments
Park Improvements, Facilities (bldgs.) & Study	\$3,741,130	80.7%	\$3,018,559	\$1,469,279	\$1,549,280	Fund
Park Land	\$3,741,130	17.5%	\$655,318	\$521,200	\$134,118	Fund
Park Vehicles & Equipment	\$3,741,130	1.8%	\$67,253	\$90,815	-\$23,562	Do Not Fund This Category
<b>Total for Parks &amp; Recreation =</b>		<b>100%</b>	<b>\$3,741,130</b>	<b>\$2,081,294</b>	<b>\$1,659,836</b>	<b>(Projected Funds Available)</b>

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

**Emergency Services - Percent Allocation & Amount Available by Capital Category**

*(Target Allocation % based on 2020 LOS Recalculation Study)*

Balance as of 31 December 2023								
Capital Category	Cost Per Person (Level of Service*)	Percent of Total Cost per Person*	Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Capital Category Revenue Expended	December 31, 2023 Capital Category Amount Available	Comments
	(2020 Study, Fig. E7)							
EMS Vehicles & Equipment	\$13.58	34.0%	\$1,749,820	34.0%	\$595,254	\$1,122,451	-\$527,196	Capital Category Overspent
EMS Facilities Mortgage - Cost Recovery & Study	\$26.34	66.0%	\$1,749,820	66.0%	\$1,154,566	\$539,200	\$615,366	Fund
<b>Total for Emergency Services =</b>	<b>\$39.92</b>	<b>100%</b>		<b>100%</b>	<b>\$1,749,820</b>	<b>\$1,661,651</b>	<b>\$88,169</b>	(Total Funds Available)

Balance Projected through 30 June, 2024						
Capital Category	Projected Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Total Revenue Expended	June 30, 2024 Projected Capital Category Amount Available	Comments
EMS Vehicles & Equipment	\$1,791,266	34.0%	\$609,354	\$1,122,451	-\$513,097	Do not Fund this category
EMS Facilities Mortgage - Cost Recovery & Study	\$1,791,266	66.0%	\$1,181,913	\$539,200	\$642,713	Fund
<b>Total for Emergency Services =</b>		<b>100%</b>	<b>\$1,791,266</b>	<b>\$1,661,651</b>	<b>\$129,615</b>	(Projected Funds Available)

\*Calculated Based on July 16, 2021 Impact Fees Recalculation Report by TischlerBise using the Capital Category LOS Cost Calculations (See Fig. E7)

**Administrative Facilities - Percent Allocation & Amount Available by Capital Category**

(Target Allocation % based on 2020 LOS Recalculation Study)

Balance as of 31 December 2023								
Capital Category	Cost Per Person (Level of Service*)	Percent of Total Cost per Person	Total Revenue Collected	Capital Category Allocation %	Capital Category Revenue Allocation	Capital Category Revenue Expended	31 December 2023 Capital Category Amount Available	Comments
Court Facilities (Existing Facilities Cost Recovery) & Study	(2020 Study, Fig. CA5) \$17.53	100.0%	\$58,843	100.0%	\$58,843	\$0	\$58,843	New Impact Fee Entity in 2021
<b>Total for Administrative Facilities =</b>	<b>\$17.53</b>	<b>100.00%</b>		<b>100.0%</b>	<b>\$58,843</b>	<b>\$0</b>	<b>\$58,843</b>	(Total Funds Available)

Balance Projected Through June 30, 2024						
Capital Category	Projected Total Revenue Collected	Capital Category Allocation %	Capital Category Projected Revenue Allocation	Capital Category Revenue Expended	June 30, 2024 Projected Capital Category Amount Available	Comments
Court Facilities (Existing Facilities Cost Recovery) & Study	\$77,220	100.0%	\$77,220	\$0	\$77,220	Funds Transfer to CC General Fund as Repayment for Funds Already Expended
<b>Total for Administrative Facilities =</b>		<b>100%</b>	<b>\$77,220</b>	<b>\$0</b>	<b>\$77,220</b>	(Projected Funds Available)

\*Calculated Based on July 16, 2021 Impact Fees Recalculation Report by TischlerBise using the Capital Category LOS Cost Calculations (See Figure, CA5).

Divider 1

# CIP FORM 1

Jefferson County Government

## Agency/Department/Office Summary

Name of Agency/Department/Office: Jefferson County Board of Education

(1) Pri No	(2) PROJECT NAME DESCRIPTION	(3) ESTIMATED TOTAL COST	(4) PRIOR ALLOC. SOURCE	(5) CURRENT REQUEST FY <b>2025</b>	(6) CURRENT ALLOC. OTHER SOURCES	(7) EXPECTED FIVE-YEAR FUTURE PROGRAM REQUESTS				
						FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Shepherdstown Elementary School	33420400	1276081	0	33420400	0	0	0	0	0
1	High School Auxiliary Gym	5178150	1910688	0	5178150	0	0	0	0	0
1	New Middle School (10+ Years)	43000000	2166204	0	0	0	0	0	0	0
1	ROTC Wing at Jefferson High School	1500000	0	0	0	0	0	1500000	0	0
1	New High School	64000000	0	0	0	0	0	0	0	0
1	Impact Fee Study	25000	0	0	0	25000	0	0	0	0

## Divider 2

# CIP FORM 1

Jefferson County Government

## Agency/Department/Office Summary

Name of Agency/Department/Office: Sheriff of Jefferson County

(1) Pri No	(2) PROJECT NAME DESCRIPTION	(3) ESTIMATED TOTAL COST	(4) PRIOR ALLOC. SOURCE	(5) CURRENT REQUEST FY 2025	(6) CURRENT ALLOC. OTHER SOURCES	(7) EXPECTED FIVE-YEAR FUTURE PROGRAM REQUESTS				
						FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
						2	Weapons Training Qualifications Range	100000	25000	25000
2	Exterior Expansion of Temporary Sheriff's Office Space	1200000	0	600000	0	400000	100000	100000	0	0
2	Interior Expansion of Temporary Sheriff's Office Space	300000	200000	150000	0	150000	0	0	0	0
2	Mobile Data Terminal System for Police Vehicles	184500	0	0	0	31500	31500	10000	50000	61500
2	Permanent Jefferson County Sheriff's Office	7000000	75000	1500000	0	1500000	2000000	2000000	0	0
2	Purchase of Police Cruisers x 18 (3 per year)	900000	0	0	0	175000	175000	175000	175000	200000



Jefferson County Government
ANNUAL and FIVE YEAR PROJECT REQUEST
and JUSTIFICATION

Prepared By: Deborah Lowe

Date this form prepared: 12/12/2023

Project Title: Weapons Training Qualifications Range

Project Type: Construction

Project Location: Jefferson County

Project Rank: [ ] (1) Urgent/Mandatory [x] (2) Necessary/Needed [ ] Optional/Deferrable

OR provide Ranking Number if using Form 2A:

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

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

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

This is for the continued modernization and expansion of the existing firearms range.

Table with 3 columns: Description, Amount, and Fiscal Year. Rows include Estimated Total Cost of Project (\$), Funding Request Breakdown by Year (\$), and Out Year 2 through Out Year 6.

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

[ ] Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Deborah Lowe

Date this form prepared: 12/12/2023

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

Project Type: Renovation

Project Location: 102 Industrial Blvd

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

OR provide Ranking Number if using Form 2A:

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

(if Yes - attach Form 2B).

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

As the staff and workings of the Sheriff's office has evolved and grown since moving in to the Temporary Sheriff's Office in 2008 and the workload has increased, there is a need to make expansions to the Temporary Sheriff's Office building to accommodate these changes. A modern evidence room; secure indoor vehicle evidentiary processing area; additional, more functional, storage areas; dedicated washbay, adding additional holding cells and criminal processing area are just a few of the critical areas that need to be addressed. We would also like to purchase a carport for the MWRAP to open up space in the garage for the ability to use that area for the items that can be addressed through an internal expansion, the rest would have to be accomplished through an external expansion of the building. To make this a more permanent facility, the hardening of the outside of the building to properly meet Department of Justice and the Department of Homeland Security requirements and standards for a permanent police station would need to be considered; however, the cost for completing that is not included in this estimate.

Estimated Total Cost of Project (\$)	\$1,200,000.00	
Funding Request Breakdown by Year (\$):	\$600,000.00	(FY 2025 ) Current Request
		(FY 2026 ) All Other Sources
	\$400,000.00	(FY 2026 ) Out Year 2
	\$100,000.00	(FY 2027 ) Out Year 3
	\$100,000.00	(FY 2028 ) Out Year 4
	\$0.00	(FY 2029 ) Out Year 5
	\$0.00	(FY 2030 ) Out Year 6

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

.

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Deborah Lowe

Date this form prepared: 12/12/2023

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

Project Type: Renovation

Project Location: 102 Industrial Blvd

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

OR provide Ranking Number if using Form 2A:

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

(if Yes - attach Form 2B).

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

As the staff and workings of the Sheriff's office has evolved and grown since moving in to the Temporary Sheriff's Office in 2008 and the workload has increased, there is a need to make renovations to the Temporary Sheriff's Office building to accommodate these changes. Additional office space; supervisory offices; private employee meeting room; modernization of conference and training rooms. If the exterior expansion is approved, these improvements could be accomplished through expanding into the current garage area to reimagine its use.

Estimated Total Cost of Project (\$)	\$300,000.00	
Funding Request Breakdown by Year (\$):	\$150,000.00	(FY 2025 ) Current Request
		(FY 2026 ) All Other Sources
	\$150,000.00	(FY 2026 ) Out Year 2
	\$0.00	(FY 2027 ) Out Year 3
	\$0.00	(FY 2028 ) Out Year 4
	\$0.00	(FY 2029 ) Out Year 5
	\$0.00	(FY 2030 ) Out Year 6

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

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Deborah Lowe Date this form prepared: 12/12/2023

Project Title: Mobile Data Terminal System for Police Vehicles

Project Type: Acquisition of Major Equipment

Project Location: Jefferson County Sheriff's Office

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

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

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

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

The Jefferson County Sheriff's Office uses Mobile Data Terminals Systems (MDTs) in their cruisers to operate the Computer Aided Dispatch System when on the road. The MDTs enhances the ability to communicate with the emergency communicates center and other police officers, thus reducing the volume of audibly transmitted radio traffic and increasing the security of the transmissions which can provide an additional level of safety to the deputy. These MDTs would go in new vehicles for the expanded police force. As with everything, there is a life expectancy. Additional costs are for replacements and docking stations for newly purchased cruisers that expand the current fleet. The Jefferson County Sheriff's Office purchased the current tablets in 2014. All tablets are currently out of warranty (3 years); therefore, the Jefferson County Sheriff's Office sought grant funding to replace the MDTs as they were beginning to have screen and connectivity issues. Grant funding was awarded for a portion of the tablets; therefore we are decreasing the request for this year, and adjusting for coming years as spares and warranty will hopefully cover gaps, until additional funding can be secured.

<b>Estimated Total Cost of Project (\$)</b>	\$184,500.00	
<b>Funding Request Breakdown by Year (\$):</b>	\$0.00	<b>(FY 2025 ) Current Request</b>
		<b>(FY 2026 ) All Other Sources</b>
	\$31,500.00	<b>(FY 2026 ) Out Year 2</b>
	\$31,500.00	<b>(FY 2027 ) Out Year 3</b>
	\$10,000.00	<b>(FY 2028 ) Out Year 4</b>
	\$50,000.00	<b>(FY 2029 ) Out Year 5</b>
	\$61,500.00	<b>(FY 2030 ) Out Year 6</b>

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

**CIP  
FORM 2**

Additional pages attached.

**Jefferson County Government  
ANNUAL and FIVE YEAR PROJECT REQUEST  
and JUSTIFICATION**

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

**Prepared By:** Deborah Lowe **Date this form prepared:** 12/12/2023

**Project Title:** Permanent Jefferson County Sheriff's Office

**Project Type:** Construction

**Project Location:** Jefferson County

**Project Rank:**  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

**Project Need:**  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

**Budget Impact:** This project will affect the county operating budget:  Yes  No

*(if Yes - attach Form 2B).*

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

The current base of operations for the Jefferson County Sheriff's Office was appropriated in the end of FY07/beginning of FY08. The building is a metal skinned building and even with the Kevlar lined exterior walls, does not meet the current "hardened" requirements and standards for a permanent police station as established by the Department of Justice and the Department of Homeland Security. The current building was bought and remodeled with occupancy accomplished in May 2008. From the date of purchase and throughout the entire process, the current Sheriff's Office was designated as a "Temporary" Sheriff's Office. The newly constructed building should meet or exceed any DOJ/DHS standards. The new Sheriff's Office needs to be considerably larger than the current 10,000 sq ft to allow room for growth and shall be a completely hardened and secure structure. (75,000 provided in FY18).

<b>Estimated Total Cost of Project (\$)</b>	\$7,000,000.00	
<b>Funding Request Breakdown by Year (\$):</b>	\$1,500,000.00	<b>(FY 2025 ) Current Request</b>
		<b>(FY 2026 ) All Other Sources</b>
	\$1,500,000.00	<b>(FY 2026 ) Out Year 2</b>
	\$2,000,000.00	<b>(FY 2027 ) Out Year 3</b>
	\$2,000,000.00	<b>(FY 2028 ) Out Year 4</b>
	\$0.00	<b>(FY 2029 ) Out Year 5</b>
	\$0.00	<b>(FY 2030 ) Out Year 6</b>

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

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Deborah Lowe Date this form prepared: 12/12/2023

Project Title: Purchase of Police Cruisers x 18 (3 per year)

Project Type: Acquisition of Major Equipment

Project Location: Jefferson County Sheriff's Office

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

*(if Yes - attach Form 2B).*

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

Purchase of eighteen (18) new fully equipped police cruisers to replace high mileage nearly expired vehicles within the department's fleet of vehicles. Through grants and commission allotments, we have expanded our workforce, but have not expanded our fleet. New employees have been placed in to high mileage "spares", thus reducing our pool vehicles for when vehicles are in for routine maintenance or repairs creating the potential that deputies may have stay in the office, until a pool car can become available and endangering the lives of the citizens of Jefferson County. Many of these vehicles are at the end of their serviceability and could become a safety liability if utilized beyond their vehicular life expectancy.

Estimated Total Cost of Project (\$)	\$900,000.00	
Funding Request Breakdown by Year (\$):	\$0.00	(FY 2025 ) Current Request
		(FY 2026 ) All Other Sources
	\$175,000.00	(FY 2026 ) Out Year 2
	\$175,000.00	(FY 2027 ) Out Year 3
	\$175,000.00	(FY 2028 ) Out Year 4
	\$175,000.00	(FY 2029 ) Out Year 5
	\$200,000.00	(FY 2030 ) Out Year 6

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

Additional pages attached.

# Divider 3



# CIP FORM 1

Jefferson County Government

## Agency/Department/Office Summary

Name of Agency/Department/Office: Jefferson County Parks & Recreation Commission

(1) Pri No	(2) PROJECT NAME DESCRIPTION	(3) ESTIMATED TOTAL COST	(4) PRIOR ALLOC. SOURCE	(5) CURRENT REQUEST FY 2025	(6) CURRENT ALLOC. OTHER SOURCES	(7) EXPECTED FIVE-YEAR FUTURE PROGRAM REQUESTS				
						FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
2	James Hite Park (Pickleball)	350000	0	200000	150000	0	0	0	0	0
2	James Hite Park (Utilities)	1800000	0	0	0	0	100000	850000	850000	0
2	Sam Michaels Park (Community Center Expansion)	2600000	0	100000	0	0	2500000	0	0	0
2	Land Acquisition	2000000	0	0	0	0	0	0	0	2000000
2	Mobile Recreation Van	45000	0	45000	0	0	0	0	0	0

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Jennifer Myers

Date this form prepared: 11/17/2023

Project Title: 2026 Parks Master Plan

Project Type: Other

Project Location: Jefferson County

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

OR provide Ranking Number if using Form 2A:

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

(if Yes - attach Form 2B).

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

Update the 2016 Parks Master Plan. With continued growth within Jefferson County, it is anticipated that there will be additional requests and needs for park users over the next ten years. Park master plans are used to build visibility and credibility for parks, and can help target projects and raise money. By the same token, they can call attention to park's needs and assets and help staff make decisions that affect the community.

Estimated Total Cost of Project (\$)	\$100,000.00
Funding Request Breakdown by Year (\$):	\$0.00 (FY 2025 ) Current Request
	(FY 2026 ) All Other Sources
	\$100,000.00 (FY 2026 ) Out Year 2
	\$0.00 (FY 2027 ) Out Year 3
	\$0.00 (FY 2028 ) Out Year 4
	\$0.00 (FY 2029 ) Out Year 5
	\$0.00 (FY 2030 ) Out Year 6

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

The Jefferson County Parks & Recreation Commission estimated costs based on quotes received.

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Jennifer Myers

Date this form prepared: 11/15/2023

Project Title: Program Support Vehicle

Project Type: Acquisition of Major Equipment

Project Location: Stored at JCPRC Maintenance Building to be used throughout the county.

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

OR provide Ranking Number if using Form 2A:

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

(if Yes - attach Form 2B).

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

With the expansion of facilities and programs, JCPRC will need to purchase a vehicle that can be used to support recreational programming within the county to move supplies and people.

Estimated Total Cost of Project (\$)	\$40,000.00
Funding Request Breakdown by Year (\$):	\$0.00 (FY 2025) Current Request
	(FY 2026) All Other Sources
	\$0.00 (FY 2026) Out Year 2
	\$40,000.00 (FY 2027) Out Year 3
	\$0.00 (FY 2028) Out Year 4
	\$0.00 (FY 2029) Out Year 5
	\$0.00 (FY 2030) Out Year 6

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

The Jefferson County Parks & Recreation Commission estimated costs based on estimates of vehicle costs.

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

**Prepared By:** Jennifer Myers

**Date this form prepared:** 11/17/2023

**Project Title:** Sam Michaels Park (Septic Upgrades)

**Project Type:** Construction

**Project Location:** Sam Michaels Park

**Project Rank:**       (1) Urgent/Mandatory     (2) Necessary/Needed     Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

**Project Need:**       This project does not benefit new growth.     This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

**Budget Impact:**      This project will affect the county operating budget:     Yes     No

*(if Yes - attach Form 2B).*

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

The project involves planning, construction and improvements to install upgraded infrastructure at Sam Michaels Park to begin Phase II development of the Amphitheatre. Improvements will include construction plans and development of a utility plan to connect the park's current septic to public sewer.

Additional funding, in the amount of \$300,000 has been approved through ARP funding provided to the Jefferson County Commission.

<b>Estimated Total Cost of Project (\$)</b>	\$750,000.00	
<b>Funding Request Breakdown by Year (\$):</b>	\$450,000.00	<b>{FY 2025 } Current Request</b>
		<b>{FY 2026 } All Other Sources</b>
	\$0.00	<b>{FY 2026 } Out Year 2</b>
	\$0.00	<b>{FY 2027 } Out Year 3</b>
	\$0.00	<b>{FY 2028 } Out Year 4</b>
	\$0.00	<b>{FY 2029 } Out Year 5</b>
	\$0.00	<b>{FY 2030 } Out Year 6</b>

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

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

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Jennifer Myers

Date this form prepared: 11/17/2023

Project Title: South Jefferson Park (Master Plan)

Project Type: Other

Project Location: Jefferson County

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

*(if Yes - attach Form 2B).*

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

Prepare a Master Site Development Plan for the park to address the issue of the preferred mix of facilities within the park. This was discussed and recommended in the 2016 Parks Master Plan.

Estimated Total Cost of Project (\$) \$75,000.00

Funding Request Breakdown by Year (\$):	\$75,000.00	(FY 2025 ) Current Request
		(FY 2026 ) All Other Sources
	\$0.00	(FY 2026 ) Out Year 2
	\$0.00	(FY 2027 ) Out Year 3
	\$0.00	(FY 2028 ) Out Year 4
	\$0.00	(FY 2029 ) Out Year 5
	\$0.00	(FY 2030 ) Out Year 6

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

The Jefferson County Parks & Recreation Commission estimated costs based on quotes received.

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Jennifer Myers

Date this form prepared: 11/17/2023

Project Title: Sam Michael's Park (Playground)

Project Type: Construction

Project Location: Sam Michael's Park

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

OR provide Ranking Number if using Form 2A:

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

(if Yes - attach Form 2B).

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

This represents a long-term ongoing project targeted at alleviating deficiencies noted in the 2016 park master plan. As part of the grand vision for Sam Michaels Park, several new playgrounds are anticipated to be constructed. As the concept plan dictates, a new playground installation should be installed by the special events field, between the Mason Pavilion and the amphitheater. The new playground will alleviate some of the overuse of the playground currently located by the JCCC as well as enhance future festivals and community events in the park. In addition, the playground will be the first playground in the county to have poured in place surfacing. Funding through Land & Water Conservation Fund has been approved for a \$70,000 match.

Estimated Total Cost of Project (\$) \$140,000.00

Funding Request Breakdown by Year (\$):	\$70,000.00	(FY 2025 ) Current Request
		(FY 2026 ) All Other Sources
	\$0.00	(FY 2026 ) Out Year 2
	\$0.00	(FY 2027 ) Out Year 3
	\$0.00	(FY 2028 ) Out Year 4
	\$0.00	(FY 2029 ) Out Year 5
	\$0.00	(FY 2030 ) Out Year 6

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

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

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

**Prepared By:** Jennifer Myers

**Date this form prepared:** 11/17/2023

**Project Title:** Sam Michael's Park (Splashpad)

**Project Type:** Construction

**Project Location:** Sam Michael's Park

**Project Rank:**       (1) Urgent/Mandatory     (2) Necessary/Needed     Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

**Project Need:**       This project does not benefit new growth.     This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

**Budget Impact:**      This project will affect the county operating budget:     Yes     No

*(if Yes - attach Form 2B).*

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

This represents a long-term ongoing project targeted at alleviating deficiencies noted in the 2016 park master plan. As part of the grand vision for Sam Michaels Park, a splashpad is to be constructed. As the concept plan dictates, a splash pad should be installed in the special events field to offer additional recreational opportunities to patrons of the park. The splashpad would be ADA accessible and open to the general public. Currently, there is no splash park/pad in Jefferson County. In 2024, monies would be used to develop and concept and site plan to include design of a splashpad.

<b>Estimated Total Cost of Project (\$)</b>	\$300,000.00	
<b>Funding Request Breakdown by Year (\$):</b>	\$0.00	<b>(FY 2025 ) Current Request</b>
		<b>(FY 2026 ) All Other Sources</b>
	\$0.00	<b>(FY 2026 ) Out Year 2</b>
	\$0.00	<b>(FY 2027 ) Out Year 3</b>
	\$300,000.00	<b>(FY 2028 ) Out Year 4</b>
	\$0.00	<b>(FY 2029 ) Out Year 5</b>
	\$0.00	<b>(FY 2030 ) Out Year 6</b>

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

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

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

**Prepared By:** Jennifer Myers

**Date this form prepared:** 11/17/2023

**Project Title:** Department Vehicle (Maintenance)

**Project Type:** Acquisition of Major Equipment

**Project Location:** Stored at JCPRC Maintenance Building to be used throughout the county.

**Project Rank:**  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

**Project Need:**  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

**Budget Impact:** This project will affect the county operating budget:  Yes  No

*(if Yes - attach Form 2B).*

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

The JCPRC has four maintenance vehicles to maintain 9 parks and over 400 acres of parkland that is spread across Jefferson County. Additional vehicles are needed to maintain the parks.

<b>Estimated Total Cost of Project (\$)</b>	\$45,000.00	
<b>Funding Request Breakdown by Year (\$):</b>	\$0.00	<b>(FY 2025 ) Current Request</b>
		<b>(FY 2026 ) All Other Sources</b>
	\$45,000.00	<b>(FY 2026 ) Out Year 2</b>
	\$0.00	<b>(FY 2027 ) Out Year 3</b>
	\$0.00	<b>(FY 2028 ) Out Year 4</b>
	\$0.00	<b>(FY 2029 ) Out Year 5</b>
	\$0.00	<b>(FY 2030 ) Out Year 6</b>

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

The Jefferson County Parks & Recreation Commission estimated costs based on quotes received.

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Jennifer Myers

Date this form prepared: 11/17/2023

Project Title: James Hite Park (Dog Park)

Project Type: Construction

Project Location: James Hite Park

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

*(if Yes - attach Form 2B).*

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

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

The project involves construction of a dog park at James Hite Park to continue Phase II development. Currently, there is only one dog park in the county which is located at Sam Michaels Park. Sam Michaels Dog Park does not provide separate facilities for large and small dogs, as recommended by the American Kennel Club.

It is anticipated that multiple components of this improvement will involve partnership initiatives with local user groups assuring their continuous input and cementing their vested interest in the project as well as funding through grants and donations. Thus department resources will be used in conjunction with grant money and matching monies from user groups to achieve these goals. It must be noted that cost reflected in this CIP reflect total expected costs were the department to assume the entire cost with no input from grant or partnership funding.

Estimated Total Cost of Project (\$)	\$78,000.00	
Funding Request Breakdown by Year (\$):	\$0.00	(FY 2025 ) Current Request
		(FY 2026 ) All Other Sources
	\$0.00	(FY 2026 ) Out Year 2
	\$0.00	(FY 2027 ) Out Year 3
	\$78,000.00	(FY 2028 ) Out Year 4
	\$0.00	(FY 2029 ) Out Year 5
	\$0.00	(FY 2030 ) Out Year 6

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

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

**CIP  
FORM 2**

**Jefferson County Government  
ANNUAL and FIVE YEAR PROJECT REQUEST  
and JUSTIFICATION**

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Jennifer Myers

Date this form prepared: 11/17/2023

Project Title: James Hite Park (Phase III)

Project Type: Construction

Project Location: James Hite Park

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

*(if Yes - attach Form 2B).*

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

The project involves construction of the next Phase of James Hite Park. Currently, James Hite Park consists of athletic fields, pavilions, a playground and walking trail. The next phase would include development and construction of basketball courts, a small tot lot, additional parking, and a skate park.

It is anticipated that multiple components of this improvement will involve partnership initiatives with local user groups assuring their continuous input and cementing their vested interest in the project as well as funding through grants and donations. Thus department resources will be used in conjunction with grant money and matching monies from user groups to achieve these goals. This cost reflects starting the project, by constructing parking and access; not the overall phase

Estimated Total Cost of Project (\$)	\$800,000.00
Funding Request Breakdown by Year (\$):	\$0.00 (FY 2025 ) Current Request
	(FY 2026 ) All Other Sources
	\$0.00 (FY 2026 ) Out Year 2
	\$0.00 (FY 2027 ) Out Year 3
	\$0.00 (FY 2028 ) Out Year 4
	\$0.00 (FY 2029 ) Out Year 5
	\$800,000.00 (FY 2030 ) Out Year 6

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

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

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

**Prepared By:** Jennifer Myers

**Date this form prepared:** 11/17/2023

**Project Title:** James Hite Park (Pickleball)

**Project Type:** Construction

**Project Location:** James Hite Park

**Project Rank:**  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

**Project Need:**  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

**Budget Impact:** This project will affect the county operating budget:  Yes  No

*(if Yes - attach Form 2B).*

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

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

The project involves construction of tennis and pickleball courts to continue development of James Hite Park. Currently, there are limited tennis and pickleball courts in the county.

It is anticipated that multiple components of this improvement will involve partnership initiatives and grant funding. Department resources will be used in conjunction with grant money and matching monies from user groups to achieve these goals. It must be noted that cost reflected in this CIP reflect total expected costs were the department to assume the entire cost with no input from grant or partnership funding. A Land and Water Grant has been awarded in the amount of \$150,000 that will be used as a match for this project.

<b>Estimated Total Cost of Project (\$)</b>	\$350,000.00	
<b>Funding Request Breakdown by Year (\$):</b>	\$200,000.00	<b>(FY 2025 ) Current Request</b>
		<b>(FY 2026 ) All Other Sources</b>
	\$0.00	<b>(FY 2026 ) Out Year 2</b>
	\$0.00	<b>(FY 2027 ) Out Year 3</b>
	\$0.00	<b>(FY 2028 ) Out Year 4</b>
	\$0.00	<b>(FY 2029 ) Out Year 5</b>
	\$0.00	<b>(FY 2030 ) Out Year 6</b>

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

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

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Jennifer Myers

Date this form prepared: 11/15/2023

Project Title: James Hite Park (Utilities)

Project Type: Construction

Project Location: James Hite Park

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

OR provide Ranking Number if using Form 2A:

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

(if Yes - attach Form 2B).

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

This represents a long-term ongoing project targeted at alleviating deficiencies noted in the 2016 park master plan. The project involves design, planning, and construction to install infrastructure at James Hite Park. Infrastructure is necessary to begin Phase II development. Improvements may include but are not limited to: electric, water, and septic. As part of this year's request, site plans and construction documents would be bid for development of utilities over the next two years.

Estimated Total Cost of Project (\$)	\$1,800,000.00	
Funding Request Breakdown by Year (\$):	\$0.00	(FY 2025 ) Current Request
		(FY 2026 ) All Other Sources
	\$0.00	(FY 2026 ) Out Year 2
	\$100,000.00	(FY 2027 ) Out Year 3
	\$850,000.00	(FY 2028 ) Out Year 4
	\$850,000.00	(FY 2029 ) Out Year 5
	\$0.00	(FY 2030 ) Out Year 6

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

The Jefferson County Parks & Recreation Commission estimated costs based on past expenditures.

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

**Prepared By:** Jennifer Myers **Date this form prepared:** 11/17/2023

**Project Title:** Sam Michaels Park (Community Center Expansion)

**Project Type:** Construction

**Project Location:** Sam Michaels Park

**Project Rank:**  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

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

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

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

This represents a long-term ongoing project targeted at alleviating deficiencies noted in the 2016 park master plan. There is a great need for additional indoor recreation space. JCPRC offers over 400 programs per year in addition to providing gym space for recreational and travel sport leagues as well as space for birthday parties, banquets, reunions, community events, etc. The community center at Sam Michaels Park needs be expanded to include office space, gym, a larger fitness center, restrooms, and additional activity rooms. This recommendation is consistent with recommendations made in Jefferson County's 2035 Comprehensive Plan as well as the 2016 Parks Master Plan.

<b>Estimated Total Cost of Project (\$)</b>	\$2,600,000.00	
<b>Funding Request Breakdown by Year (\$):</b>	\$100,000.00	<b>(FY 2025 ) Current Request</b>
		<b>(FY 2026 ) All Other Sources</b>
	\$0.00	<b>(FY 2026 ) Out Year 2</b>
	\$2,500,000.00	<b>(FY 2027 ) Out Year 3</b>
	\$0.00	<b>(FY 2028 ) Out Year 4</b>
	\$0.00	<b>(FY 2029 ) Out Year 5</b>
	\$0.00	<b>(FY 2030 ) Out Year 6</b>

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

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

Additional pages attached.

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

**Prepared By:** Jennifer Myers

**Date this form prepared:** 11/17/2023

**Project Title:** Land Acquisition

**Project Type:** Land Acquisition

**Project Location:** Jefferson County

**Project Rank:**       (1) Urgent/Mandatory       (2) Necessary/Needed       Optional/Deferrable

*OR provide Ranking Number if using Form 2A:*

**Project Need:**       This project does not benefit new growth.       This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

**Budget Impact:**      This project will affect the county operating budget:       Yes       No

*(if Yes - attach Form 2B).*

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

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

Even with the modest growth projected in Envision Jefferson 2035, the Jefferson County's Comprehensive Plan prepared in 2015, there will be a substantial increase in population over the next 20 to 30 years in Jefferson County. An important value of a comprehensive planning effort, whether broadly considered or topic specific, is to ensure that as community population and demographic changes occur, Jefferson County is well prepared for those changes. Based on project population growth with the targeted growth management areas within the Comprehensive Plan, there will be a need for additional parkland. Since Jefferson County's parks are already considered under-sized by typical county level standards, it is suggested that lands that are specifically adjacent to existing parklands should be given a priority in order to build upon existing resources. The JCPRC has an interest in a property that fits into this category and into the parks master plan. The property would expand green space in Jefferson County by close to 200 acres.

<b>Estimated Total Cost of Project (\$)</b>	\$2,000,000.00	
<b>Funding Request Breakdown by Year (\$):</b>	\$0.00	<b>(FY 2025 ) Current Request</b>
		<b>(FY 2026 ) All Other Sources</b>
	\$0.00	<b>(FY 2026 ) Out Year 2</b>
	\$0.00	<b>(FY 2027 ) Out Year 3</b>
	\$0.00	<b>(FY 2028 ) Out Year 4</b>
	\$0.00	<b>(FY 2029 ) Out Year 5</b>
	\$2,000,000.00	<b>(FY 2030 ) Out Year 6</b>

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

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



Jefferson County Government  
**ANNUAL and FIVE YEAR PROJECT REQUEST  
and JUSTIFICATION**

Additional pages attached.



Jefferson County Government
ANNUAL and FIVE YEAR PROJECT REQUEST
and JUSTIFICATION

Prepared By: Jennifer Myers

Date this form prepared: 11/15/2023

Project Title: Mobile Recreation Van

Project Type: Acquisition of Major Equipment

Project Location: Vehicle will be stored at Sam Michaels Park and used throughout the county

Project Rank: [ ] (1) Urgent/Mandatory [x] (2) Necessary/Needed [ ] Optional/Deferrable

OR provide Ranking Number if using Form 2A:

Project Need: [ ] This project does not benefit new growth. [ ] This project only benefits new growth.

[x] This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget: [ ] Yes [x] No

(if Yes - attach Form 2B).

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

With the growth in Jefferson County and need for more recreational programs

Estimated Total Cost of Project (\$) \$45,000.00

Table with 3 columns: Funding Request Breakdown by Year (\$), Amount, and Year. Rows include (FY 2025) Current Request, (FY 2026) All Other Sources, (FY 2026) Out Year 2, (FY 2027) Out Year 3, (FY 2028) Out Year 4, (FY 2029) Out Year 5, and (FY 2030) Out Year 6.

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

The Jefferson County Parks & Recreation Commission estimated costs based on estimates of vehicle costs.

[ ] Additional pages attached.

# Divider 4

# CIP FORM 1

Jefferson County Government

## Agency/Department/Office Summary

Name of Agency/Department/Office: Jefferson County Emergency Services Agency

(1) Pri No	(2) PROJECT NAME DESCRIPTION	(3) ESTIMATED TOTAL COST	(4) PRIOR ALLOC. SOURCE	(5) CURRENT REQUEST FY 2025	(6) CURRENT ALLOC. OTHER SOURCES	(7) EXPECTED FIVE-YEAR FUTURE PROGRAM REQUESTS				
						FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Mortgage for JCESA Main Office Building	520328	0	81000	0	81000	81000	81000	81000	81000

# CIP FORM 2

## Jefferson County Government ANNUAL and FIVE YEAR PROJECT REQUEST and JUSTIFICATION

Prepared By: Mike Sine, JCESA Director

Date this form prepared: 12/11/2023

Project Title: Mortgage for JCESA Main Office Building

Project Type: Other

Project Location: 419 16th Ave, Ranson, WV 25438

Project Rank:  (1) Urgent/Mandatory  (2) Necessary/Needed  Optional/Deferrable

OR provide Ranking Number if using Form 2A:

Project Need:  This project does not benefit new growth.  This project only benefits new growth.

This project benefits both current and new residents and/or businesses.

Budget Impact: This project will affect the county operating budget:  Yes  No

(if Yes - attach Form 2B).

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

Existing USDA Loan that is paid in monthly installments for the Main Office building and property.

Estimated Total Cost of Project (\$)	\$520,328.00	
Funding Request Breakdown by Year (\$):	\$81,000.00	(FY 2025 ) Current Request
		(FY 2026 ) All Other Sources
	\$81,000.00	(FY 2026 ) Out Year 2
	\$81,000.00	(FY 2027 ) Out Year 3
	\$81,000.00	(FY 2028 ) Out Year 4
	\$81,000.00	(FY 2029 ) Out Year 5
	\$81,000.00	(FY 2030 ) Out Year 6

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

Based on actual mortgage payments for the existing loan.

Additional pages attached.

**JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM**

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Name: Bessie Nelson

Department or Organization: Jefferson County Commission

Commission Meeting Date: February 1, 2024

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

FY25 Budget Charge

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

Discussion of tax levy rate and FY25 budget

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):

Not Applicable

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: Bessie Nelson

Phone Number: 304.724.8425

Email Address:

bnelson@jeffersoncountywv.org





# JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT

*Steve Stolipher*

To: Jefferson County Commission

VICE PRESIDENT

*Jane Tabb*

From: Bessie Nelson, Budget Director

COMMISSIONER

*Tricia Jackson*

Date: February 1, 2024

COMMISSIONER

*Jennifer Krouse*

Subject: FY25 Budget Charge

COMMISSIONER

*Pasha Majidi*

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## Tax Levy Rate

The County realized an increase in tax revenue\* of approximately \$1,239,585 in FY23 over FY22 (\$16,396,110 and \$15,156,524 respectively) and is projected to increase by \$547k for FY24 (\$16,943,637). The projected increase for the FY25 preliminary budget is approximately 3%-5% based on trends and anticipated assessed values and levy rates. Final assessment values are not available from the Assessor until late January or early February.

Preliminary numbers indicate that real property assessed values will increase from \$4.5 billion in FY24 to \$4.7 billion in FY25 for an increase of 4.3% or \$195 million. The increase is a result of new construction totaling \$116 million. The remaining increase is a result of the increased market value of existing properties (\$79 million).

The levy rate is driven by growth in the assessable value of existing properties. New construction does not impact that calculation; however, new construction impacts the final calculation of tax revenue generated. The County reached the maximum levy rate in FY19; and the class II levy rate remained at the max levy rate of \$28.60 cents per \$100 of assessed value through FY23. In FY24, based on increased assessable base growth of existing properties, the levy rate decreased 8.8% to 26.08 cents per \$100 of assessed value for Class II properties. Preliminary numbers indicate the County's levy rate may increase 2%-4% in FY25.

According to WV Code 11-8-6e, the County is permitted to increase the Levy Rate each year without public hearing as long as the rate increase does not result in an increase of more than 1% of the prior year's projected property tax revenue. Based on preliminary projections property tax revenue could increase 5-8% when compared to FY24.

## FY25 and Future Year Budget Projections

Revenue and expenditure projections reflect increases or decreases in FY25 and future years based on the historical trend for all accounts except:

- **Property Transfer Tax-** This revenue decreased by 20% in FY23 as compared to FY22, to \$1,578,706 from \$1,975,472, respectively. This decrease in revenues is related to a slowdown in housing sales in FY23 compared to FY22. In FY25, we projected this line item will remain steady compared to FY24 budget figures at \$1.8 million as it is anticipated the housing market will remain relatively steady throughout FY25. The County is on track to meet and possibly exceed the FY24 budget of \$1.8 million.
- **Video Lottery Revenue-** This revenue increased by 6% in FY23 compared to FY22 as compared to the 25.1% increase in FY22 compared to FY21, indicating this revenue stream may be leveling out. To estimate FY25's revenue of \$3,061,575, an increase of 2.0% from FY24's budgeted revenue (\$3,001,554) was included based on historical trends and expected County growth. According to the projection of FY24 revenue the County is expected to meet the budget in FY24. FY25 budgeted amount is expected to be a conservative estimate until we gather more data.

- **Table Game Revenue-** During pandemic recovery, the County saw an increase in revenue of 45% in FY22 over FY21. FY23 revenue shows an increase of 1.23% over FY22, significantly less. FY24 appears to be on track to meet the budget but is not expected to exceed. This indicates this revenue steam is leveling out. FY25's projection reflects a 1.0% increase (\$653,975) until the County can determine the new trend after the COVID19 pandemic.
  
- **Medical Insurance Expense-** Based on discussions with our insurance representative and the anticipated continuance of the Affordable Care Act, we should plan on continued increases for FY25 and future years. For projection purposes, an increase of 9% annually was included. For FY25, that 9% increase amounts to \$362,000, including ESA employees. For FY21, an analysis of employer versus employee premiums showed that the County was paying a much higher portion of insurance premiums than that of surrounding government offices. The Commission adopted a plan to close this gap; and that plan will slowly increase the employee portion of insurance premiums from FY21 through FY29 with a temporary hold for FY24. I recommend that the Commission's plan be restarted in FY25.
  
- **Employee Salaries (includes full-time, current County and ESA employees)-**
  - **Merit Increases** - Full-time employees, have received regular increases since FY17. In FY19, the County realigned the grade scale and implemented a performance or merit-based system for employee annual increases that would become effective on employee hire dates. Employees did not receive a merit increase during FY22 or FY24. In FY25, I propose a merit increase of 5% effective either July 1, 2024 or January 1, 2025. Under scenario one, merit increase of 5% at July 1, 2024, increases salaries and wages \$715,000. Under scenario two with an effective date of January 1, 2025, salaries and wages would increase \$358,000. Note, merit increases of 5% for an entire year would result in an increase of payroll taxes and employer portion of retirement by approximately \$55,000 and \$80,000 respectively. Conversely, a 5% merit increase on January 1, 2025, would increase payroll taxes and employer portion of retirement by approximately \$28,000 and \$40,000, respectively.
  - **Cost of Living Adjustments (COLA's)** – To ensure that the County is maintaining competitive salaries with neighboring States and other WV Counties, I recommend the continuance of regular COLAs for employees through adjustments of the County's grade scale. The projection includes \$358,000, reflecting a 2.5% COLA in FY25. A 2.5% COLA increase would result in an increase of payroll taxes and employer portion of retirement by approximately \$28,000 and \$40,000, respectively. COLAs are generally determined based on the CPI (Consumer Price Index) for the previous year. Per the U.S. Bureau of Labor Statistics, the CPI increased 2.6% over the last 12 months ending December 2023 for the Mid-Atlantic Region. As of January 2024, the Social Security Administration implemented a 3.2% COLA increase. The State has proposed a 5% COLA increase for all state employees for FY25.

*\* Tax revenue includes public utility taxes, property taxes, prior year taxes, supplemental taxes, delinquent and non-entered land, tax discounts and tax loss restoration.*

**JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM**

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Name: Nathan Cochran

Department or Organization: Prosecuting Attorney's Office

Commission Meeting Date: February 1, 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: Jaymee Houser

Phone Number: 304-728-3318

Email Address:

jhouser@jcpawv.org

**JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM**

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Additional Comments Page:

- 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 Morrisey, 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. Report by counsel on the status of the advisory opinion regarding the Planning Commission committee meetings.
- c. Discussion of legal issues and potential action regarding Jefferson County Circuit Court Civil Action No.'s 2023-C-221 through 251[Deputies v. JCC].
- d. Discussion of minor boundary issue between Berkeley and Jefferson County.

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



Name: Edwina Benites

Department or Organization: Jefferson County Commission/Jefferson County Development Authority

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **February 1, 2024**

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

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

Subject (*Wording to be placed on agenda*): **Interim County Administrator Updates**

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

- Update on Hiring – County Administrator and Deputy County Administrator Positions
- ESA Onboarding Update
- TIF Attorney Update
- Update on Meeting Room Sound Amplification
- Boards & Employees Ethics Training
- Approval of Temporary Assignment – Department of Homeland Security and Emergency Management
- Opioid Settlement Plan
- Board Vacancies
- On-Boarding Commissioner Majdi

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

Phone Number:

**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](http://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 25, 2024

Re: Interim County Administrator Report, January 25, 2024

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## Summary:

- Update on the hiring solicitations
- Emergency Services Agency onboarding
- TIF lawyer
- Follow up on amplified sound/ displaying the text of proposed motions
- Boards and employee ethics training
- Homeland Security- Temporary Assignment pay and classification (attachments 1 and 2)
- Opioid Settlement plan (attachment 3)
- Board openings
- On-boarding Commissioner Majdi

## Update on hiring solicitations:

### Total applications received:

- County Administrator- 12
- Deputy County Administrator- 60

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 1/25, staff leadership, payroll, JCESA, and legal staff have worked through policies 101 through 211 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.

Interim County Administrator  
*Edwina Benites*

TIF lawyer

I am collecting engagement letters from parties interested in representing the County on tax increment financing (TIF). I plan to have engagement letters for the Commission to review by the February 1<sup>st</sup> meeting.

On September 7, 2023, the Jefferson County Commission tasked the county administrator with hiring outside counsel to advise regarding the Hill Top House and tax increment financing (TIF).

On January 18, 2024, the Commission provided additional guidance asking for the interim county administrator to provide letters of engagement for review before hiring a TIF attorney. The Commission additionally requested that the engagement letters detail any interested firm's business before the County Commission.

I contacted John Stump (Steptoe & Johnson) for the most recent version of Hill Top's request. I shared Hill Top's request with Mark Imbrogno (Jackson Kelly), Tom Pearcy (Bowles Rice), Amy Condaras (Frost Brown Todd), and Josh Jarrell (Spilman, Thomas & Battle). I asked the commissioners to let me know if I should contact any other attorneys.

I requested that engagement letters include:

- details regarding fees;
- a summary experience on TIFs, sales tax increment financing (STIFs), payment in lieu of taxes (PILOTs), and other economic development financing programs; and
- details regarding the attorney and/ or firm's current representation before the Commission, its departments, boards, or commissions.

I received one engagement letter. I expect others, and I will include them on the next agenda.

Follow up on amplified sound/ displaying the text of proposed motions:

Russell Burgess worked with IT staff to provide microphones and related amplified sound equipment in the Commission meeting room. As of writing, amplified sound was used at two Planning Commission meetings. Because the microphones are designed to pick up the speaker's voice in a crowded, noisy room, it is important to speak directly into the microphone. I will work with the commissioners and IT staff to resolve any ongoing issues.

Displaying the written text of motions may be operational by the first February meeting of the Commission.

Closed captioning is expensive with our current webinar provider. The expense will be a consideration as we consider webinar programs. Please let me know your preferences regarding closing captioning.

Boards and employee training:

I encourage staff and boards to take ethics and Open Meetings Act training. The Ethics Commission is hosting a training on February 8<sup>th</sup> at noon via GoogleMeets:

<https://meet.google.com/tvm-kdwd-dhr?hs=224>

This meeting information was shared with department heads and the public via the alert system.

Parks and Recreation hosted an ethics and Open Meetings Act training in January, we shared the training with staff, boards and commissions, on the Alert system, and on socials. I understand the training was well attended and very useful.

In the last several years, employees have not received training often considered standard. Several human resource issues may be the result of a lack of training.

I scheduled an employee ethics training for this month to be hosted with the West Virginia Ethics Commission. The training is mandatory, and I've requested attendance records be kept. The training is free.

Homeland Security- Temporary Assignment pay and classification

Dick Myers assumed the role of interim director of the Homeland Security and Emergency Management Department on November 28, 2023, when the director submitted a leave of absence for medical reasons. Dick Myers is the deputy director/ program manager for the department and began working for the County in September 2021.

Under Jefferson County Policies and Procedures 212 (Compensation During Temporary Assignments):

An employee selected to fill a temporary position for another appointed worker shall receive the higher rate beginning on the tenth (10<sup>th</sup>) workday of the temporary assignment if the vacant position has a salary grade... the higher rate shall be the entry-level step on the higher salary grade, or one step above the employee's current rate of pay, whichever is higher, until such time as the vacant position is filled. (See attached)

Suggested motion: Move to select Dick Myers as the interim director of the Homeland Security and Emergency Management Department (grade 8) with a salary of \$76,361.00 effective February 1, 2024.

Dick Myers assumed the position on November 28<sup>th</sup>. The tenth work day after the 28<sup>th</sup> was December 12<sup>th</sup>. The previous county administrator was working remotely through November 30<sup>th</sup>. There was no county administrator in December. There has been no human resources officer for the County for some time, and the week of January 22<sup>nd</sup> was the first time I was made aware that paperwork for Mr. Myers had not been approved by the Commission.

In short, Mr. Myers did not receive the pay he was entitled to under Policy 212 because of a clerical error, that error being the absence of staff to process the paperwork before the Commission. If the Commission had approved the increased pay rate of \$76,361 per annum effective December 12<sup>th</sup>, Mr. Myers would have received an additional \$1,777.76. (See attached)

During the interceding time, Mr. Myers has fully acted in the place of the director of the department. Mr. Myers spearheaded the completion of a memorandum of understanding between the Commission and the US Customs and Border Control; he shepherded across the finish line the completion of a year-long effort to update the County-wide Hazard Mitigation Plan; and, he oversaw multiple emergency closures of County offices. The County is lucky to have the leadership and dedication of staff like Mr. Myers who is willing to step in and operate at a high level with little oversight or direction.

Suggested motion: Motion to approve the lump sum payment of \$1,777.76 to Dick Myers for the clerical error in compensation for time worked between 12/12/2023 and 2/1/2024.

**\*\* Policy 212 should be reviewed because it is often impossible to approve pay rate and title changes within 10 days of an absence because of the Commission schedule and notice requirements—in a typical month, the temporary appointment could only occur on 6 of 30 days to meet the Commission’s schedule and notice requirements.**

**\*\* To avoid the appearance that this motion is an effort to seek increased compensation for myself under Policy 212, I do hereby state in writing that I do not and will not seek additional compensation under Policy 212 (Compensation During Temporary Assignments) while serving as interim county administrator. I seek no additional pay for serving as the interim county administrator position beyond the salary I receive as director of the Jefferson County Development Authority.**

### Opioid Settlement plan

The State and many local governments will receive significant opioid settlement funds. To be good stewards of these funds, I recommend a public workshop to (1) understand the opioid crisis in Jefferson County; (2) understand how the opioid settlement funds can be used; and (3) receive constituent input on priority funding areas.

The County was allocated \$1,190,509.59.

Suggested motion: To approve a public workshop on opioid settlement funds on Thursday, February 22, 2024, at 9:30 am.

The Opioid memorandum of understanding is attached.

### Board openings

There are a variety of openings on boards and commissions. The customary way of promoting openings is by posting the position on our website. Staff are becoming more proactive in soliciting for these positions, have shared board and commission openings with career and alumni services at Shepherd University, and will present at several functions such as Rotary.

If any groups are looking for presentations on how to get engaged locally, please let me know.

### Attachments:

- Attachment 1- Policy 212
- Attachment 2- Pay information
- Attachment 3- Opioid Settlement MOU

<i>Jefferson County Policies &amp; Procedures</i>			
Policy Name:	<b>COMPENSATION DURING TEMPORARY ASSIGNMENTS</b>		Approved: 12/12/ 2012
Policy Number:	212		Author: TTB
Associated:	Calculation of Compensation Policy, Classification Plan Policy		Note – Requires Commission Approval

A temporary assignment involves someone filling in for another appointed employee because of the need to:

- Fill a position caused by an approved leave of absence, resignation, illness, death, etc.:
- Provide vacation relief scheduling; or
- Meet an emergency situation.

An employee filling in for another appointed worker must perform the essential duties listed on the new job description, just as an employee must carry out the prescribed duties of that office. Temporary assignments may not be filled retroactively, unless authorized by the Commission.

An employee selected to fill a temporary position for another appointed worker shall receive the higher rate beginning on the tenth (10th) work day of the temporary assignment if the vacant position has a salary grade.

- The higher rate shall be the entry level step on the higher salary grade, or one step above the employee's current rate of pay, whichever is higher, until such time as the vacant position is filled.
- If the entry level step on the higher salary grade is less than the employee's current rate of pay, the employee shall be placed on the higher salary grade with an increase in pay of not less than one pay step above their current hourly rate.
- If the vacant position is in the lower salary grade, the employee shall retain their current rate of pay.

When an employee or deputy temporarily fills in for an elected official, that person shall receive an increase in salary beginning on the tenth (10th) work day of the temporary assignment.

The elected official's current salary will be aligned with the last step of the closest supervisory salary grade. The person temporarily assigned to the elected official's duties will then have their salary determined consistent with one of the methods described above.

Should the elected official's salary exceed the highest step listed on the Commission's approved salary schedule, then the person shall receive reasonable compensation as determined by the Commission.

Temporary assignments shall not exceed six months in duration, unless an extension is approved by the Commission, and shall not affect the employee's review date.

A temporary assignment shall end when the elected official's position is filled through an election or appointment.



## Edwina Benites

---

**From:** Shari Carr  
**Sent:** Friday, January 26, 2024 1:29 PM  
**To:** Edwina Benites  
**Subject:** RE: Policy 212

It would be 304 hours from 12/12/2023 thru 2/1/2024 at a rate of \$5.8479 which would equal \$1,777.76.

Shari

**From:** Edwina Benites <[ebenites@jeffersoncountywv.org](mailto:ebenites@jeffersoncountywv.org)>  
**Sent:** Thursday, January 25, 2024 4:29 PM  
**To:** Shari Carr <[scarr@jeffersoncountywv.org](mailto:scarr@jeffersoncountywv.org)>  
**Subject:** RE: Policy 212

Shari:

It looks like Policy 212 requires "an employee selected to fill a temporary position for another appointed worker shall receive the higher rate beginning on the tenth (10<sup>th</sup>) work day of the temporary assignment if the vacant position has a salary grade."

Could you let me know how much more Dickie would have earned had he been working at \$76,361 beginning on December 12<sup>th</sup> through February 1<sup>st</sup>?

Eddie

**From:** Shari Carr <[scarr@jeffersoncountywv.org](mailto:scarr@jeffersoncountywv.org)>  
**Sent:** Thursday, January 25, 2024 10:01 AM  
**To:** Edwina Benites <[ebenites@jeffersoncountywv.org](mailto:ebenites@jeffersoncountywv.org)>; Steve Allen <[sallen@jeffersoncountywv.org](mailto:sallen@jeffersoncountywv.org)>; Dick Myers <[dmyers@jeffersoncountywv.org](mailto:dmyers@jeffersoncountywv.org)>  
**Subject:** RE: Policy 212

You need to make sure you have money in the budget. We don't do retro pay unless it a clerical error. I don't have a salary chart based on steps. Dickie's current pay is \$64,197.45 a Grade 5. The salary range for a Grade 5 is between \$47,290 and \$75,665. Steve is a Grade 8 and the range for a Grade 8 is \$76,361 to \$122,178.

Shari

**From:** Edwina Benites <[ebenites@jeffersoncountywv.org](mailto:ebenites@jeffersoncountywv.org)>  
**Sent:** Thursday, January 25, 2024 9:26 AM  
**To:** Steve Allen <[sallen@jeffersoncountywv.org](mailto:sallen@jeffersoncountywv.org)>; Dick Myers <[dmyers@jeffersoncountywv.org](mailto:dmyers@jeffersoncountywv.org)>; Shari Carr <[scarr@jeffersoncountywv.org](mailto:scarr@jeffersoncountywv.org)>; Shari Carr <[scarr@jeffersoncountywv.org](mailto:scarr@jeffersoncountywv.org)>  
**Subject:** Policy 212

Everyone:

I understand that Dickie is stepping in as director.

- Steve, could you let me know the effective date, the reasoning (I assume "illness" see the first three bullet points of the policy), and the expected end date.
- Shari, could you let me know what Dickie's pay is, the starting pay for the director position/ the pay for one step above the Dickie's current rate of pay.

It's my understanding that the County did away with steps. If this is true, please let me know the pay band for each position (Dickie's and the director's), and the increased rate of pay we had in the past for each step.

Because I assume the effective date was some time ago, once we decide the details above, Shari could you let me know the amount of pay Dickie should have received and didn't.

Dickie, let's talk this afternoon to confirm and agree on the details. I assume that we will approve a short-term title and pay change, and a lump sum payment for the pay not received between the effective date and the beginning of the next pay period.

Please let me know your thoughts.

Eddie

# **WEST VIRGINIA FIRST MEMORANDUM OF UNDERSTANDING**

## **General Principles**

Whereas, the people of the State of West Virginia, its Local Governments and communities, have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, certain Local Governments, through their elected representatives and counsel, and the State, through its Attorney General, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the public harms caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of West Virginia;

## **Terms**

The State and its Local Governments and communities, subject to the completion of formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements and Judgments described herein.

### **A. Definitions**

As used in this Memorandum of Understanding:

1. "Approved Purpose(s)" shall mean evidence-based strategies, programming and/or services used to expand the availability of treatment for individuals affected by substance use disorders and/or addiction, to develop, promote and provide evidence-based substance use prevention strategies, to provide substance use avoidance and awareness education, to engage in enforcement to curtail the sale, distribution, promotion or use of opioids and other drugs, to decrease the oversupply of licit and illicit opioids and to support recovery from addiction to be performed by qualified providers as is further set forth in Exhibit A and Paragraph B(3) below.
2. "Court" is the West Virginia Mass Litigation Panel.
3. "Foundation Share" shall mean Opioid Funds allocated to the Foundation from any settlement or judgment.

4. "Judgment" shall mean a final judgment or verdict in favor of any of the Parties in a judicial proceeding pending in either state or federal court (including Bankruptcy Court) which resolves legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant. Judgment shall not include any judgment on the claims of Cabell County and the City of Huntington which were previously tried in the United States District Court for the Southern District of West Virginia, or any judgment on any claims asserted by the State against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code § 9-7-6(c) or for Medicaid reimbursement.
5. "Local Government(s)" shall mean all counties, cities, villages, and towns located within the geographic boundaries of the State.
6. "Local Government Share" or "LG Share" shall mean Opioid Funds allocated directly to Local Governments from any settlement or judgment.
7. "Regional Share Calculation" shall mean each Region's share of Opioid Funds which shall be calculated by summing the individual percentage shares of the Local Governments set forth in Exhibit C for all of the subdivisions in the entire Region as defined in Exhibit B.
8. "Net Opioid Fund" is the Opioid Fund less the Opioid Seed Fund payment.
9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement or Judgment as defined in this Memorandum of Understanding.
10. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids are manufactured, marketed, promoted, distributed, or dispensed.
11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United States District Court for the Northern District of Ohio, the proceedings before the West Virginia Mass Litigation Panel, styled In Re: Opioid Litigation, Civil Action No. 19-C-9000, and relates to conduct occurring prior to the date of this agreement. For the avoidance of doubt, the term Pharmaceutical Supply Chain Participant includes any parent or subsidiary company of any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, and any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, that seeks or has sought protection under the United States Bankruptcy Code.

12. "Settlement" shall mean the negotiated resolution by any of the Parties, of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Parties. It does not include the Settlements the State and/or the West Virginia Attorney General entered into with any Pharmaceutical Supply Chain Participant prior to December 1, 2021. For the avoidance of doubt McKinsey is included. Settlement shall not include the claims of Cabell County and the City of Huntington, which were previously tried in the United States District Court for the Southern District of West Virginia or settlement of any claims asserted by the State and/or the West Virginia Attorney General against a Pharmaceutical Supply Chain Participant arising under federal or state antitrust laws, state criminal laws, or claims asserted pursuant to W. Va. Code, § 9-7-6(c) or for Medicaid reimbursement.
13. "State Share" shall mean Opioid Funds allocated to the State from any settlement or judgment.
14. "The Parties" shall mean the State and the Local Governments.
15. "Regions" shall mean the division of the Local Governments into six (6) separate areas as set forth in Exhibit B.
16. "The State" shall mean the State of West Virginia acting through its Attorney General.
17. "West Virginia Seed Fund" shall be funded as set forth in Paragraph B(2)(a). The funds are available for use in proper creation and documentation of the West Virginia Opioid Foundation and to fund their start-up work, and subsequent operation.

**B. Settlement and Judgment Proceeds**

1. The Parties shall organize a private, nonstock, nonprofit corporation for the purposes of receiving and distributing West Virginia Opioid Funds as set forth in Section C. of this MOU ("Opioid Foundation").
2. The Parties shall allocate all Opioid Funds as follows:
  - a. Subject to relevant approvals, the State shall pay into the West Virginia Seed Fund the \$10,000,000 received from McKinsey & Company as a result of the February 3, 2021, consent judgment with the State.
  - b. All other Opioid Funds covered by the agreement shall be allocated as set forth below:

- i. 24.5% of the Net Opioid Funds shall be allocated as LG Shares. These LG Shares shall be allocated amongst the Local Governments using the default percentages set forth in Exhibit C. Each county and its inclusive municipalities must either: (a) ratify the default allocation; (b) reach an agreement altering the default allocation; or (c) submit to binding arbitration before Judge Christopher Wilkes (WVMLP Special Master) whose decision will be final and non-appealable.
  - ii. The Foundation will receive 72.5% of the Net Opioid Funds ("Foundation Share").
  - iii. The State shall receive 3% of the Net Opioid Funds ("State Share"), by and through the Attorney General, to be held in escrow for expenses incurred related to opioid litigation. If the 3% is not spent by December 31, 2026, then 1% goes to Local Governments and 2% goes to the Opioid Foundation.
3. All Net Opioid Funds, regardless of allocation, shall be used in a manner consistent with the Approved Purposes definition. The LG Share may be used as restitution for past expenditures so long as the past expenditures were made for purposes that would have qualified or were consistent with the categories of Approved Purposes listed in Exhibit A. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action detailing and explaining its use of the funds for restitution. Moreover, up to one-half of the LG Share may be used to provide restitution for monies that were previously expended on opioid abatement activities, including law enforcement and regional jail fees.
4. In the event a Local Government merges, dissolves, or ceases to exist, the relevant shares for that Local Government shall be redistributed equitably based on the composition of the successor Local Government. If a Local Government for any reason is excluded from a specific Settlement or Judgment, the allocation percentage for that Local Government shall be redistributed among the participating Local Governments for that Settlement or Judgment.
5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained that are unrelated to any Settlement or Judgment with a Pharmaceutical Supply Chain Participant, including those received via grant, bequest, gift, or the like, may be directed to the Opioid Foundation and disbursed as set forth below.
7. The Foundation Share shall be used for the benefit of the people of West Virginia consistent with the by-laws of the Foundation documents and this MOU.

8. Nothing in this MOU alters or changes the Parties' rights to pursue their own claims in litigation, subject to Paragraph E. Rather, the intent of this MOU is to join the Parties together regarding the distribution of the proceeds of settlements with or judgments against Pharmaceutical Supply Chain Participants for the benefit of all West Virginians and ensure that settlement monies are spent consistent with the Approved Purposes set forth in Exhibit A.
9. Any settlement, judgment and/or other remedy arising out of *City of Huntington v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01362) and/or *Cabell County Commission v. AmerisourceBergen Drug Corporation, et al.* (Civil Action No. 3:17-01665) pending in the United States District Court for the Southern District of West Virginia (Faber, J.) ("CT2") is specifically excluded from this MOU.

### **C. The Opioid Foundation**

1. The Parties shall create a private section 501(c)(3) Opioid Foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take advantage of economies of scale and will partner with the State to increase revenue streams.
2. Each Region shall create their own governance structure, ensuring that all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the Regional Share Calculation. The Expert Panel may consult with and may make recommendations to Regions on projects, services and/or expenses to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects, services and/or expenses that will equitably serve the needs of the entire Region.
3. **Board Composition**

The Board will consist of 11 members comprising representation as follows:

- a. To represent the interests of the State, five appointees of the governor, subject to confirmation by the Senate. The five appointees are intended to be limited to one from any given Region. If special circumstances are shown, this provision may be waived by a vote of four of the six Local Government members.
- b. To represent the interests of the Local Governments, six members, with one member selected from each Region. The Local Governments in each Region shall make the selection of the board member to represent their region.

4. Board terms will be staggered three-year terms. Board members may be reappointed.
5. Board members shall serve as fiduciaries of the Foundation separate and distinct from any representational capacity of the entity appointing the Board Member. Members of any regional governing structure shall likewise serve as fiduciaries of their Region separate and distinct from any representational capacity of the entity appointing the member.
6. Members of the board should have expertise in a variety of disciplines, such as substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. Drawing Board members from these disciplines will help to ensure that the Board will make appropriate and prudent investments in order to meet short-term and long-term goals.
7. Six members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a designee to attend and vote if the Board member is unavailable to attend a board meeting.
8. The Foundation shall have an Executive Director appointed by the Attorney General after consultation with the Board. The Board may reject the Attorney General's selection of the Executive Director only on the affirmative vote of eight members of the board. The Executive Director shall have at least six years' experience in healthcare, finance and management and will be responsible for the management, organization, and preservation of the public/private partnership's records. The Executive Director may be removed by the Board upon the concurrence of the votes of three-fourths of the members of the Board. The Executive Director shall have the right to attend all Board meetings unless otherwise excused but shall vote only in the event of a tie.
9. The Board shall appoint the Expert Panel. The Expert Panel should include experts in the fields of substance abuse treatment, mental health, law enforcement, pharmacology, finance, and healthcare policy and management. The purpose of the Expert Panel is to assist the Board in making decisions about strategies for abating the opioid epidemic in local communities around the state. The Executive Director and any member of the Board shall have the right to attend all meetings of the Expert Panel.
10. The governance of the Board and the criteria to be established for disbursement of funds shall be guided by the recognition that expenditures should insure the efficient and effective abatement of the opioid epidemic, the enforcement of laws to curb the use of opioids, and the prevention of future addiction and substance misuse based upon an intensity and needs basis. All expenditures must be consistent with the categories of Approved Purposes as set forth in Exhibit A hereto.

11. Disbursement of Foundation Share by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation from the Foundation Share, from the State Share (as directed by the State), or from sources other than Opioid Funds as provided below.
- c. The Foundation shall spend 20% of its annual budget in the six regions during the Foundation's first seven years of funding to be divided according to each Region's fixed Regional Share Calculation. After seven years, all regional spending will be as set forth in Section 11(d), below. Regions may, after consulting with the Expert Panel, expend the sums received under this Section 11(c) for any Approved Purposes.
- d. After the Regional Shares are distributed as set forth in Section 11(c), the Disbursement of Funds from the Foundation Share approved for disbursement by the Board for Approved Purposes shall be disbursed based on an evidence-based evaluation of need after consultation with the Expert Panel. The Parties do not intend to require any specific regional allocation of the Foundation Share other than those distributed pursuant to Paragraph 11(c).
- e. Regions may collaborate with other Regions to submit joint proposals.
- f. The proposed procedures shall set forth the role of the Expert Panel in advising the Regions and the Board concerning disbursements of Opioid Funds of the Foundation as set forth in this MOU.
- g. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, after receiving counsel from its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed annually. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from communities, entities, or regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid funds received by the Foundation; (e) investment income; and (f) long-term financial viability of the Foundation. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short-term strategies.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation, including the Regions, shall operate in a transparent manner. Meetings

should be open. All operations of the Foundation and all Foundation supervised entities, including the Regions, shall be subject to audit and review by the Attorney General and/or other appropriate State officials.

13. Each Local Government shall submit an annual financial report to the Foundation no later than April 30 of each year specifying the amounts spent on Approved Purposes within the Region during the previous fiscal year. A report for each Region shall be prepared no later than thirty days thereafter. Each Region's report shall incorporate the information disclosed in each Local Government's annual report generated pursuant to Section B(4), above. Each Region's report shall specify (i) the amount of Opioid Funds received, (ii) the amount of Opioid Funds disbursed or applied during the previous fiscal year, broken down by categories of Approved Uses (indicating the name of the recipient, the amount awarded, a description of the use of the award, and disbursement terms), and (iii) impact information measuring or describing the progress of the Approved Use strategies.
14. The Foundation shall publish a consolidated report detailing annual financial expenditures within 15 days of the last day of the state fiscal year covered by the report.
15. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
16. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property, government grants, private-sector donations, and cash in addition to the proceeds of the Litigation. These Non-Opioid additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest, or deposit consistent with the mission of the Foundation.

#### **D. Payment of Attorneys' Fees and Litigation Expenses**

Payment of all Attorneys' Fees and Litigation Expenses shall be awarded consistent with the orders of the Court and upon recommendation of Judge Christopher Wilkes (WVMLP Special Master). Such award shall be final and non-appealable.

#### **E. Authority to Negotiate and Announcing Resolution of Claims**

1. The Court has established three case tracks.
  - a. Manufacturers and Pharmacy claims are to be coordinated by the office of Attorney General Morrissey and his designated counsel. The Attorney General shall retain the authority over resolution of those claims after

consultation and coordination with Local Governments subject to Court approval.

- b. The Distributor Claims are to be coordinated by Co-Lead Counsel Paul Farrell, Jr. and Robert Fitzsimmons. The Co-Leads shall retain the authority over resolution of those claims after consultation and coordination with Local Governments and their counsel and the Attorney General and his designated counsel.

2. If there is any resolution of any claim before the Court, it will be announced and presented to the Court jointly by the Attorney General and the Local Governments for Approval.

#### **F. Amendments**

The Parties agree to make such amendments as necessary to implement the general principles of this MOU.

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## EXHIBIT A

### SCHEDULE A - CORE STRATEGIES

The Parties shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**").<sup>1</sup>

#### **A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed services.

#### **B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

#### **C. PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women and co-occurring Opioid Use Disorder ("OUD") and other substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

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<sup>1</sup>As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

**D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME**

1. Expand comprehensive evidence-based treatment and recovery support for NAS babies;
2. Expand services for better continuation of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

**E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansion above.

**F. TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

**H. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.**

**I. LAW ENFORCEMENT**

1. Funding for law enforcement efforts to curtail the sale, distribution, promotion or use of opioids and other drugs to reduce the oversupply of licit and illicit opioids, including regional jail fees.

**J. RESEARCH**

Research to ameliorate the opioid epidemic and to identify new tools to reduce and address opioid addiction. Holistically seek to address the problem from a supply, demand, and educational perspective. Ensure tools exist to provide law enforcement with appropriate enforcement to address needs.

## **SCHEDULE B - APPROVED USES**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

### **PART ONE: TREATMENT**

#### **A. TREAT OPIOID USE DISORDER (OUD)**

1. Support treatment of Opioid Use Disorder (OUD) and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUB/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support intervention, treatment, and recovery services, offered by qualified professionals and service providers, including but not limited to faith-based organizations or peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach

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<sup>2</sup> As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established by the Opioid Abatement Foundation.

specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SLTD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage and support non-profits, faith-based communities, and community coalitions to support, house, and train people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact with and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have - or are at risk of developing - OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OLTII treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage and support non-profits and the faith-based community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OLTD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women — or women who could become pregnant — who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services — Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain

from the U.S. Centers for Disease Control and Prevention, or other recognized Best Practice guidelines, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction — including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage and support non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER OPIOID-RELATED INJURIES**

Support efforts to prevent or reduce overdose deaths or other opioid-related injuries through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, and community outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
11. Support screening for fentanyl in routine clinical toxicology testing.

### PART THREE: OTHER STRATEGIES

#### **I. FIRST RESPONDERS**

In addition to items in Section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing negative outcomes related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government, law enforcement, or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of reducing the oversupply of opioids, preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, law enforcement, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**M. LAW ENFORCEMENT**

Ensure appropriate resources for law enforcement to engage in enforcement and possess adequate equipment, tools, and manpower to address complexity of the opioid problem.

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# EXHIBIT B. OPIOID REGIONAL MAP

## Region 1

Brooke, Hancock, Ohio  
Marshall and Wetzel Counties

## Region 3

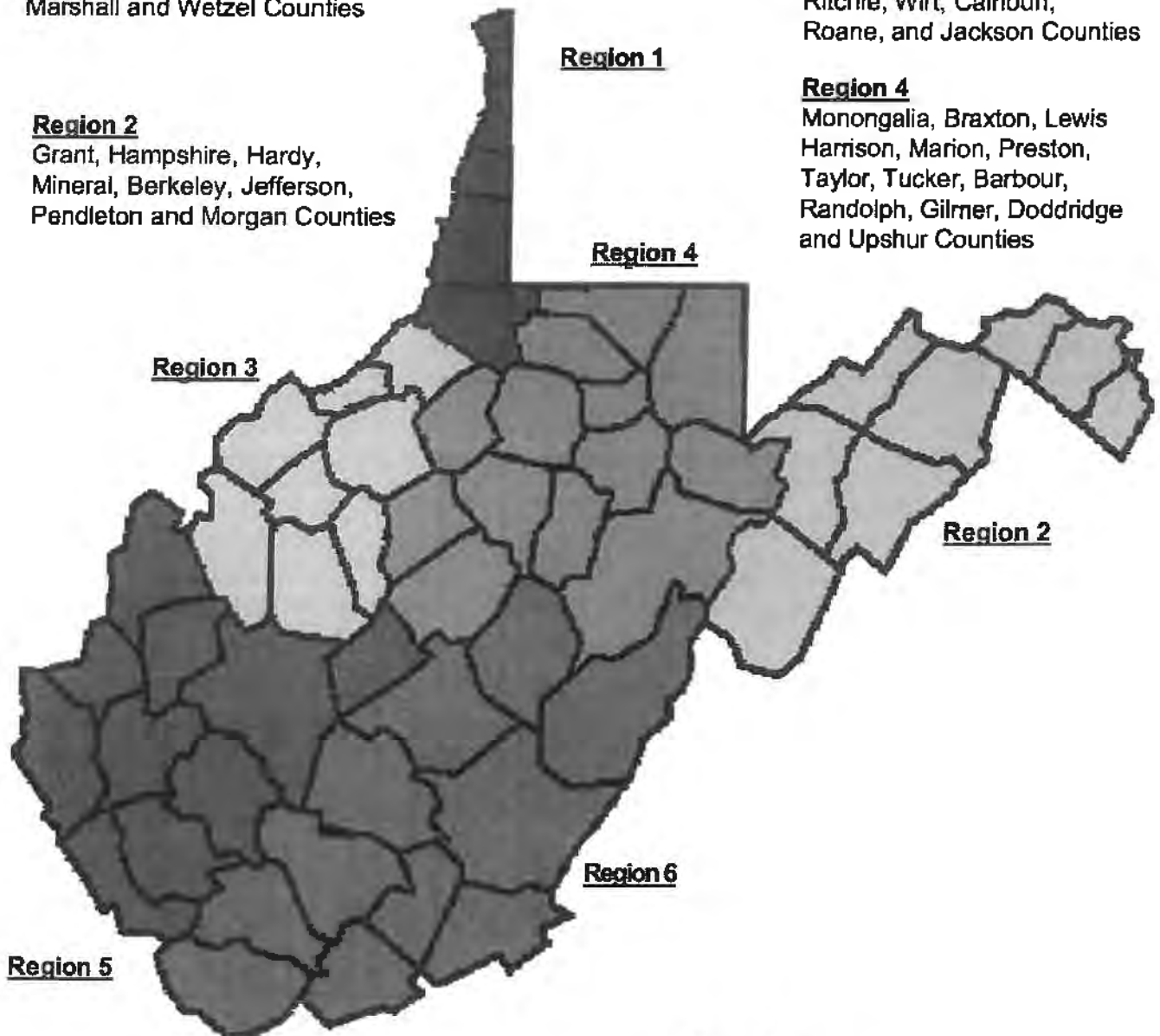
Wood, Tyler, Pleasants,  
Ritchie, Wirt, Calhoun,  
Roane, and Jackson Counties

## Region 2

Grant, Hampshire, Hardy,  
Mineral, Berkeley, Jefferson,  
Pendleton and Morgan Counties

## Region 4

Monongalia, Braxton, Lewis  
Harrison, Marion, Preston,  
Taylor, Tucker, Barbour,  
Randolph, Gilmer, Doddridge  
and Upshur Counties



## Region 3

## Region 1

## Region 4

## Region 2

## Region 6

## Region 5

## Region 5

Cabell, Clay, Boone, Kanawha,  
Lincoln, Logan, Putnam, Mason,  
Mingo, and Wayne Counties

## Region 6

Fayette, Monroe, Raleigh, Summers,  
Nicholas, Webster, Greenbrier,  
Pocahontas, Mercer, Wyoming, and  
McDowell Counties



**Exhibit C (Allocations to Subdivisions)**

**Allocation to West Virginia Counties and Municipalities (NOT Including Cabell County and Huntington)**

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0191%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0037%
ANAWALT TOWN	MCDOWELL	0.0008%
ANMOORE TOWN	HARRISON	0.0083%
ANSTED TOWN	FAYETTE	0.0024%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0002%
BARBOUR COUNTY	BARBOUR	0.3900%
BARBOURSVILLE VILLAGE	CABELL	0.4372%
BARRACKVILLE TOWN	MARION	0.0016%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0068%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.7259%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0355%
BELLE TOWN	KANAWHA	0.0411%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0076%
BERKELEY COUNTY	BERKELEY	3.5839%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0020%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0003%
BLUEFIELD CITY	MERCER	0.1794%
BOLIVAR TOWN	JEFFERSON	0.0058%
BOONE COUNTY	BOONE	3.1744%
BRADSHAW TOWN	MCDOWELL	0.0012%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.5244%
BRIDGEPORT CITY	HARRISON	0.0761%
BROOKE COUNTY	BROOKE	1.0924%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1667%
BUFFALO TOWN	PUTNAM	0.0009%
BURNSVILLE TOWN	BRAXTON	0.0029%
CABELL COUNTY	CABELL	0.0000%

Revised 9/29/2020

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Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1767%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0003%
CAMERON CITY	MARSHALL	0.0021%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0024%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0008%
CEREDO CITY	WAYNE	0.1678%
CHAPMANVILLE TOWN	LOGAN	0.1592%
CHARLES TOWN CITY	JEFFERSON	0.2924%
CHARLESTON CITY	KANAWHA	6.7218%
CHESAPEAKE TOWN	KANAWHA	0.0180%
CHESTER CITY	HANCOCK	0.0077%
CLARKSBURG CITY	HARRISON	1.1365%
CLAY COUNTY	CLAY	0.3373%
CLAY TOWN	CLAY	0.0001%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0257%
COWEN TOWN	WEBSTER	0.0012%
DANVILLE TOWN	BOONE	0.0012%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0006%
DELBARTON TOWN	MINGO	0.0517%
DODDRIDGE COUNTY	DODDRIDGE	0.2312%
DUNBAR CITY	KANAWHA	0.2917%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0144%
ELIZABETH TOWN	WIRT	0.0048%
ELK GARDEN TOWN	MINERAL	0.0007%
ELKINS CITY	RANDOLPH	0.0321%
ELLENBORO TOWN	RITCHIE	0.0003%
FARMONT CITY	MARION	0.6852%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.6411%
FAYETTEVILLE TOWN	FAYETTE	0.1828%
FLATWOODS TOWN	BRAXTON	0.0007%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0123%
FORT GAY TOWN	WAYNE	0.0324%
FRANKLIN TOWN	PENDLETON	0.0014%
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0012%

**Exhibit C (Allocations to Subdivisions)**

Government Name	County	WV Share (%)
GASSAWAY TOWN	BRAXTON	0.0024%
GAULEY BRIDGE TOWN	FAYETTE	0.0531%
GILBERT TOWN	MINGO	0.0728%
GILMER COUNTY	GILMER	0.1919%
GLASGOW TOWN	KANAWHA	0.0016%
GLEN DALE CITY	MARSHALL	0.0050%
GLENVILLE TOWN	GILMER	0.0169%
GRAFTON CITY	TAYLOR	0.4640%
GRANT COUNTY	GRANT	0.3394%
GRANT TOWN TOWN	MARION	0.0109%
GRANTSVILLE TOWN	CALHOUN	0.0012%
GRANVILLE TOWN	MONONGALIA	0.1649%
GREENBRIER COUNTY	GREENBRIER	1.4386%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0703%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0869%
HANCOCK COUNTY	HANCOCK	1.6106%
HANDLEY TOWN	KANAWHA	0.0007%
HARDY COUNTY	HARDY	0.2815%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0095%
HARRISON COUNTY	HARRISON	1.3251%
HARRISVILLE TOWN	RITCHIE	0.0045%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.4106%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	0.0000%
HURRICANE CITY	PUTNAM	0.2140%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
IAEGER TOWN	MCDOWELL	0.0006%
JACKSON COUNTY	JACKSON	0.8319%
JANE LEW TOWN	LEWIS	0.0010%
JEFFERSON COUNTY	JEFFERSON	1.7496%
JUNIOR TOWN	BARBOUR	0.0036%
KANAWHA COUNTY	KANAWHA	3.6016%
KENOVA CITY	WAYNE	0.2064%
KERMIT TOWN	MINGO	0.0294%
KEYSER CITY	MINERAL	0.0078%
KEYSTONE CITY	MCDOWELL	0.0018%
KIMBALL TOWN	MCDOWELL	0.0020%
KINGWOOD CITY	PRESTON	0.0046%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0310%
LEWIS COUNTY	LEWIS	0.4053%
LEWISBURG CITY	GREENBRIER	0.3917%
LINCOLN COUNTY	LINCOLN	1.3818%
LOGAN CITY	LOGAN	0.4429%
LOGAN COUNTY	LOGAN	3.7315%
LOST CREEK TOWN	HARRISON	0.0001%
LUMBERPORT TOWN	HARRISON	0.0027%
MABSCOTT TOWN	RALEIGH	0.0512%
MADISON CITY	BOONE	0.0578%
MAN TOWN	LOGAN	0.0025%
MANNINGTON CITY	MARION	0.0030%
MARION COUNTY	MARION	1.0540%
MARLINTON TOWN	POCAHONTAS	0.0009%
MARMET CITY	KANAWHA	0.0061%
MARSHALL COUNTY	MARSHALL	0.8648%
MARTINSBURG CITY	BERKELEY	3.5343%
MASON COUNTY	MASON	1.3496%
MASON TOWN	MASON	0.0028%
MASONTOWN TOWN	PRESTON	0.0008%
MATEWAN TOWN	MINGO	0.0718%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	3.2036%
MCMECHEN CITY	MARSHALL	0.0079%
MEADOW BRIDGE TOWN	FAYETTE	0.0005%
MERCER COUNTY	MERCER	0.3738%
MIDDLEBOURNE TOWN	TYLER	0.0003%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1485%
MINERAL COUNTY	MINERAL	0.8526%
MINGO COUNTY	MINGO	2.9452%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0028%
MONONGALIA COUNTY	MONONGALIA	1.4987%
MONROE COUNTY	MONROE	0.5766%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.1004%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0092%
MORGAN COUNTY	MORGAN	0.7095%
MORGANTOWN CITY	MONONGALIA	0.1330%
MOUNDSVILLE CITY	MARSHALL	0.3175%
MOUNT HOPE CITY	FAYETTE	0.0918%
MULLENS CITY	WYOMING	0.3675%
NEW CUMBERLAND CITY	HANCOCK	0.0034%

**Exhibit C (Allocations to Subdivisions)**

<u>Government Name</u>	<u>County</u>	<u>WV Share (%)</u>
NEW HAVEN TOWN	MASON	0.0057%
NEW MARTINSVILLE CITY	WETZEL	0.0019%
NEWBURG TOWN	PRESTON	0.0012%
NICHOLAS COUNTY	NICHOLAS	0.2115%
NITRO CITY	KANAWHA/PUTNAM	0.2710%
NORTH HILLS TOWN	WOOD	0.0016%
NORTHFORK TOWN	MCDOWELL	0.0006%
NUTTER FORT TOWN	HARRISON	0.1025%
OAK HILL CITY	FAYETTE	0.3993%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.3269%
OHIO COUNTY	OHIO	0.5595%
PADEN CITY CITY	WETZEL/TYLER	0.0073%
PARKERSBURG CITY	WOOD	1.7126%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0019%
PAX TOWN	FAYETTE	0.0083%
PENDLETON COUNTY	PENDLETON	0.1789%
PENNSBORO CITY	RITCHIE	0.0004%
PETERSBURG CITY	GRANT	0.0012%
PETERSTOWN TOWN	MONROE	0.0014%
PHILIPPI CITY	BARBOUR	0.0919%
PIEDMONT TOWN	MINERAL	0.0007%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1284%
PLEASANT VALLEY CITY	MARION	0.0011%
PLEASANTS COUNTY	PLEASANTS	0.1406%
POCA TOWN	PUTNAM	0.0003%
POCAHONTAS COUNTY	POCAHONTAS	0.3759%
POINT PLEASANT CITY	MASON	0.1406%
PRATT TOWN	KANAWHA	0.0014%
PRESTON COUNTY	PRESTON	0.8811%
PRINCETON CITY	MERCER	4.6088%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.7741%
QUINWOOD TOWN	GREENBRIER	0.0182%
RAINELLE TOWN	GREENBRIER	0.0266%
RALEIGH COUNTY	RALEIGH	5.5343%
RANDOLPH COUNTY	RANDOLPH	0.7294%
RANSON CORPORATION	JEFFERSON	0.0234%
RAVENSWOOD CITY	JACKSON	0.0959%
REEDSVILLE TOWN	PRESTON	0.0007%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0014%
RICHWOOD CITY	NICHOLAS	0.0103%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
RIDGELEY TOWN	MINERAL	0.0027%
RIPLEY CITY	JACKSON	0.0921%
RITCHIE COUNTY	RITCHIE	0.2018%
RIVESVILLE TOWN	MARION	0.0010%
ROANE COUNTY	ROANE	0.5653%
ROMNEY CITY	HAMPSHIRE	0.0614%
RONCEVERTE CITY	GREENBRIER	0.0960%
ROWLESBURG TOWN	PRESTON	0.0024%
RUPERT TOWN	GREENBRIER	0.0073%
SALEM CITY	HARRISON	0.0042%
SAND FORK TOWN	GILMER	0.0003%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0088%
SHINNSTON CITY	HARRISON	0.1066%
SISTERSVILLE CITY	TYLER	0.2085%
SMITHERS CITY	FAYETTE/KANAWHA	0.0383%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0409%
SOUTH CHARLESTON CITY	KANAWHA	0.9750%
SPENCER CITY	ROANE	0.0646%
ST. ALBANS CITY	KANAWHA	0.4843%
ST. MARYS CITY	PLEASANTS	0.0623%
STAR CITY TOWN	MONONGALIA	0.0414%
STONEWOOD CITY	HARRISON	0.0478%
SUMMERS COUNTY	SUMMERS	0.3559%
SUMMERSVILLE CITY	NICHOLAS	1.6957%
SUTTON TOWN	BRAXTON	0.0210%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0431%
TERRA ALTA TOWN	PRESTON	0.0015%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1255%
TUNNELTON TOWN	PRESTON	0.0006%
TYLER COUNTY	TYLER	0.0204%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.5108%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2838%
WAR CITY	MCDOWELL	0.0020%
WARDENSVILLE TOWN	HARDY	0.0013%
WAYNE COUNTY	WAYNE	2.3586%
WAYNE TOWN	WAYNE	0.0356%
WEBSTER COUNTY	WEBSTER	0.3765%
WEIRTON CITY	HANCOCK/BROOKE	1.3728%

**Exhibit C (Allocations to Subdivisions)**

<b>Government Name</b>	<b>County</b>	<b>WV Share (%)</b>
WELCH CITY	MCDOWELL	0.1195%
WELLSBURG CITY	BROOKE	0.0065%
WEST HAMLIN TOWN	LINCOLN	0.0380%
WEST LIBERTY TOWN	OHIO	0.0025%
WEST LOGAN TOWN	LOGAN	0.0162%
WEST MILFORD TOWN	HARRISON	0.0015%
WEST UNION TOWN	DODDRIDGE	0.0007%
WESTON CITY	LEWIS	0.0096%
WESTOVER CITY	MONONGALIA	0.0094%
WETZEL COUNTY	WETZEL	0.4889%
WHEELING CITY	OHIO/MARSHALL	1.0692%
WHITE HALL TOWN	MARION	0.0028%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1585%
WHITESVILLE TOWN	BOONE	0.0148%
WILLIAMSON CITY	MINGO	0.3916%
WILLIAMSTOWN CITY	WOOD	0.0567%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WI NFIELD TOWN	PUTNAM	0.0307%
WIRT COUNTY	WIRT	0.1075%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0010%
WOOD COUNTY	WOOD	1.0924%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	4.0024%
<b>Totals</b>		<b>100.0000%</b>

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**Exhibit C (Allocations to Subdivisions)**

**Allocation to West Virginia Counties and Municipalities (Including Cabell County and Huntington)**

Government Name	County	WV Share (%)
ADDISON TOWN	WEBSTER	0.0174%
ALBRIGHT TOWN	PRESTON	0.0001%
ALDERSON TOWN	GREENBRIER/MONROE	0.0034%
ANAWALT TOWN	MCDOWELL	0.0007%
ANMOORE TOWN	HARRISON	0.0076%
ANSTED TOWN	FAYETTE	0.0022%
ATHENS TOWN	MERCER	0.0003%
AUBURN TOWN	RITCHIE	0.0001%
BANCROFT TOWN	PUTNAM	0.0001%
BARBOUR COUNTY	BARBOUR	0.3541%
BARBOURSVILLE VILLAGE	CABELL	0.3969%
BARRACKVILLE TOWN	MARION	0.0015%
BATH (BERKELEY SPRINGS) TOWN	MORGAN	0.0062%
BAYARD TOWN	GRANT	0.0000%
BECKLEY CITY	RALEIGH	3.3824%
BEECH BOTTOM VILLAGE	BROOKE	0.0003%
BELINGTON TOWN	BARBOUR	0.0322%
BELLE TOWN	KANAWHA	0.0373%
BELMONT CITY	PLEASANTS	0.0002%
BENWOOD CITY	MARSHALL	0.0070%
BERKELEY COUNTY	BERKELEY	3.2534%
BETHANY TOWN	BROOKE	0.0005%
BETHLEHEM VILLAGE	OHIO	0.0018%
BEVERLY TOWN	RANDOLPH	0.0008%
BLACKSVILLE TOWN	MONONGALIA	0.0002%
BLUEFIELD CITY	MERCER	0.1629%
BOLIVAR TOWN	JEFFERSON	0.0053%
BOONE COUNTY	BOONE	2.8817%
BRADSHAW TOWN	MCDOWELL	0.0011%
BRAMWELL TOWN	MERCER	0.0003%
BRANDONVILLE TOWN	PRESTON	0.0001%
BRAXTON COUNTY	BRAXTON	0.4761%
BRIDGEPORT CITY	HARRISON	0.0694%
BROOKE COUNTY	BROOKE	0.9916%
BRUCETON MILLS TOWN	PRESTON	0.0002%
BUCKHANNON CITY	UPSHUR	0.1513%
BUFFALO TOWN	PUTNAM	0.0008%
BURNSVILLE TOWN	BRAXTON	0.0026%

**Exhibit C (Allocations to Subdivisions)**

Government Name	County	WV Share (%)
CABELL COUNTY	CABELL	3.2406%
CAIRO TOWN	RITCHIE	0.0002%
CALHOUN COUNTY	CALHOUN	0.1604%
CAMDEN-ON-GAULEY TOWN	WEBSTER	0.0002%
CAMERON CITY	MARSHALL	0.0019%
CAPON BRIDGE TOWN	HAMPSHIRE	0.0022%
CARPENDALE TOWN	MINERAL	0.0002%
CEDAR GROVE TOWN	KANAWHA	0.0007%
CEREDO CITY	WAYNE	0.1523%
CHAPMANVILLE TOWN	LOGAN	0.1445%
CHARLES TOWN CITY	JEFFERSON	0.2655%
CHARLESTON CITY	KANAWHA	6.1020%
CHESAPEAKE TOWN	KANAWHA	0.0163%
CHESTER CITY	HANCOCK	0.0070%
CLARKSBURG CITY	HARRISON	1.0317%
CLAY COUNTY	CLAY	0.3062%
CLAY TOWN	CLAY	0.0000%
CLEARVIEW VILLAGE	OHIO	0.0001%
CLENDENIN TOWN	KANAWHA	0.0233%
COWEN TOWN	WEBSTER	0.0011%
DANVILLE TOWN	BOONE	0.0011%
DAVIS TOWN	TUCKER	0.0002%
DAVY TOWN	MCDOWELL	0.0005%
DELBARTON TOWN	MINGO	0.0469%
DODDRIDGE COUNTY	DODDRIDGE	0.2099%
DUNBAR CITY	KANAWHA	0.2648%
DURBIN TOWN	POCAHONTAS	0.0001%
EAST BANK TOWN	KANAWHA	0.0008%
ELEANOR TOWN	PUTNAM	0.0131%
ELIZABETH TOWN	WIRT	0.0043%
ELK GARDEN TOWN	MINERAL	0.0006%
ELKINS CITY	RANDOLPH	0.0293%
ELLENBORO TOWN	RITCHIE	0.0003%
FAIRMONT CITY	MARION	0.6220%
FAIRVIEW TOWN	MARION	0.0007%
FALLING SPRING TOWN	GREENBRIER	0.0000%
FARMINGTON TOWN	MARION	0.0002%
FAYETTE COUNTY	FAYETTE	1.4898%
FAYETTEVILLE TOWN	FAYETTE	0.1659%
FLATWOODS TOWN	BRAXTON	0.0006%
FLEMINGTON TOWN	TAYLOR	0.0000%
FOLLANSBEE CITY	BROOKE	0.0112%
FORT GAY TOWN	WAYNE	0.0294%
FRANKLIN TOWN	PENDLETON	0.0013%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
FRIENDLY TOWN	TYLER	0.0000%
GARY CITY	MCDOWELL	0.0011%
GASSAWAY TOWN	BRAXTON	0.0022%
GAULEY BRIDGE TOWN	FAYETTE	0.0482%
GILBERT TOWN	MINGO	0.0661%
GILMER COUNTY	GILMER	0.1742%
GLASGOW TOWN	KANAWHA	0.0015%
GLEN DALE CITY	MARSHALL	0.0045%
GLENVILLE TOWN	GILMER	0.0153%
GRAFTON CITY	TAYLOR	0.4212%
GRANT COUNTY	GRANT	0.3081%
GRANT TOWN TOWN	MARION	0.0099%
GRANTSVILLE TOWN	CALHOUN	0.0011%
GRANVILLE TOWN	MONONGALIA	0.1497%
GREENBRIER COUNTY	GREENBRIER	1.3059%
HAMBLETON TOWN	TUCKER	0.0001%
HAMLIN TOWN	LINCOLN	0.0638%
HAMPSHIRE COUNTY	HAMPSHIRE	0.0793%
HANCOCK COUNTY	HANCOCK	1.4621%
HANDLEY TOWN	KANAWHA	0.0006%
HARDY COUNTY	HARDY	0.2555%
HARMAN TOWN	RANDOLPH	0.0002%
HARPERS FERRY TOWN	JEFFERSON	0.0086%
HARRISON COUNTY	HARRISON	1.2029%
HARRISVILLE TOWN	RITCHIE	0.0041%
HARTFORD CITY TOWN	MASON	0.0001%
HEDGESVILLE TOWN	BERKELEY	0.0001%
HENDERSON TOWN	MASON	0.0002%
HENDRICKS TOWN	TUCKER	0.0001%
HILLSBORO TOWN	POCAHONTAS	0.0001%
HINTON CITY	SUMMERS	0.3727%
HUNDRED TOWN	WETZEL	0.0001%
HUNTINGTON CITY	CABELL/WAYNE	5.9777%
HURRICANE CITY	PUTNAM	0.1943%
HUTTONSVILLE TOWN	RANDOLPH	0.0000%
JAEGER TOWN	MCDOWELL	0.0005%
JACKSON COUNTY	JACKSON	0.7552%
JANE LEW TOWN	LEWIS	0.0009%
JEFFERSON COUNTY	JEFFERSON	1.5882%
JUNIOR TOWN	BARBOUR	0.0032%
KANAWHA COUNTY	KANAWHA	3.2694%
KENOVA CITY	WAYNE	0.1874%
KERMIT TOWN	MINGO	0.0267%
KEYSER CITY	MINERAL	0.0072%

**Exhibit C (Allocations to Subdivisions)**

Government Name	County	WV Share (%)
KEYSTONE CITY	MCDOWELL	0.0016%
KIMBALL TOWN	MCDOWELL	0.0019%
KINGWOOD CITY	PRESTON	0.0042%
LEON TOWN	MASON	0.0000%
LESTER TOWN	RALEIGH	0.0281%
LEWIS COUNTY	LEWIS	0.3679%
LEWISBURG CITY	GREENBRIER	0.3556%
LINCOLN COUNTY	LINCOLN	1.2544%
LOGAN CITY	LOGAN	0.4020%
LOGAN COUNTY	LOGAN	3.3874%
LOST CREEK TOWN	HARRISON	0.0000%
LUMBERPORT TOWN	HARRISON	0.0025%
MABSCOTT TOWN	RALEIGH	0.0465%
MADISON CITY	BOONE	0.0525%
MAN TOWN	LOGAN	0.0023%
MANNINGTON CITY	MARION	0.0028%
MARION COUNTY	MARION	0.9568%
MARLINTON TOWN	POCAHONTAS	0.0008%
MARMET CITY	KANAWHA	0.0055%
MARSHALL COUNTY	MARSHALL	0.7851%
MARTINSBURG CITY	BERKELEY	3.2084%
MASON COUNTY	MASON	1.2251%
MASON TOWN	MASON	0.0026%
MASONTOWN TOWN	PRESTON	0.0007%
MATEWAN TOWN	MINGO	0.0652%
MATOAKA TOWN	MERCER	0.0002%
MCDOWELL COUNTY	MCDOWELL	2.9082%
MCMECHEN CITY	MARSHALL	0.0072%
MEADOW BRIDGE TOWN	FAYETTE	0.0004%
MERCER COUNTY	MERCER	0.3393%
MIDDLEBOURNE TOWN	TYLER	0.0002%
MILL CREEK TOWN	RANDOLPH	0.0000%
MILTON TOWN	CABELL	0.1348%
MINERAL COUNTY	MINERAL	0.7740%
MINGO COUNTY	MINGO	2.6736%
MITCHELL HEIGHTS TOWN	LOGAN	0.0010%
MONONGAH TOWN	MARION	0.0026%
MONONGALIA COUNTY	MONONGALIA	1.3605%
MONROE COUNTY	MONROE	0.5234%
MONTGOMERY CITY	FAYETTE/KANAWHA	0.0912%
MONTROSE TOWN	RANDOLPH	0.0001%
MOOREFIELD TOWN	HARDY	0.0084%
MORGAN COUNTY	MORGAN	0.6441%
MORGANTOWN CITY	MONONGALIA	0.1213%

Exhibit C (Allocations to Subdivisions)

Government Name	County	WV Share (%)
MOUNDSVILLE CITY	MARSHALL	0.2882%
MOUNT HOPE CITY	FAYETTE	0.0834%
MULLENS CITY	WYOMING	0.3336%
NEW CUMBERLAND CITY	HANCOCK	0.0031%
NEW HAVEN TOWN	MASON	0.0052%
NEW MARTINSVILLE CITY	WETZEL	0.0018%
NEWBURG TOWN	PRESTON	0.0011%
NICHOLAS COUNTY	NICHOLAS	0.1920%
NITRO CITY	KANAWHA/PUTNAM	0.2460%
NORTH HILLS TOWN	WOOD	0.0015%
NORTHFORK TOWN	MCDOWELL	0.0005%
NUTTER FORT TOWN	HARRISON	0.0930%
OAK HILL CITY	FAYETTE	0.3625%
OAKVALE TOWN	MERCER	0.0001%
OCEANA TOWN	WYOMING	0.2967%
OHIO COUNTY	OHIO	0.5079%
PADEN CITY CITY	WETZEL/TYLER	0.0067%
PARKERSBURG CITY	WOOD	1.5547%
PARSONS CITY	TUCKER	0.0005%
PAW PAW TOWN	MORGAN	0.0017%
PAX TOWN	FAYETTE	0.0076%
PENDLETON COUNTY	PENDLETON	0.1624%
PENNSBORO CITY	RITCHIE	0.0003%
PETERSBURG CITY	GRANT	0.0011%
PETERSTOWN TOWN	MONROE	0.0013%
PHILIPPI CITY	BARBOUR	0.0834%
PIEDMONT TOWN	MINERAL	0.0006%
PINE GROVE TOWN	WETZEL	0.0002%
PINEVILLE TOWN	WYOMING	0.1165%
PLEASANT VALLEY CITY	MARION	0.0010%
PLEASANTS COUNTY	PLEASANTS	0.1276%
POCA TOWN	PUTNAM	0.0002%
POCAHONTAS COUNTY	POCAHONTAS	0.3412%
POINT PLEASANT CITY	MASON	0.1276%
PRATT TOWN	KANAWHA	0.0013%
PRESTON COUNTY	PRESTON	0.7999%
PRINCETON CITY	MERCER	4.1839%
PULLMAN TOWN	RITCHIE	0.0001%
PUTNAM COUNTY	PUTNAM	1.6105%
QUI NWOOD TOWN	GREENBRIER	0.0165%
RAINELLE TOWN	GREENBRIER	0.0241%
RALEIGH COUNTY	RALEIGH	5.0240%
RANDOLPH COUNTY	RANDOLPH	0.6622%
RANSON CORPORATION	JEFFERSON	0.0214%

**Exhibit C (Allocations to Subdivisions)**

Government Name	County	WV Share (%)
RAVENSWOOD CITY	JACKSON	0.0870%
REEDSVILLE TOWN	PRESTON	0.0006%
REEDY TOWN	ROANE	0.0000%
RHODELL TOWN	RALEIGH	0.0013%
RICHWOOD CITY	NICHOLAS	0.0093%
RIDGELEY TOWN	MINERAL	0.0024%
RIPLEY CITY	JACKSON	0.0836%
RITCHIE COUNTY	RITCHIE	0.1832%
RIVESVILLE TOWN	MARION	0.0009%
ROANE COUNTY	ROANE	0.5132%
ROMNEY CITY	HAMPSHIRE	0.0557%
RONCEVERTE CITY	GREENBRIER	0.0871%
ROWLESBURG TOWN	PRESTON	0.0022%
RUPERT TOWN	GREENBRIER	0.0066%
SALEM CITY	HARRISON	0.0038%
SAND FORK TOWN	GILMER	0.0002%
SHEPHERDSTOWN TOWN	JEFFERSON	0.0080%
SHINNSTON CITY	HARRISON	0.0968%
SISTERSVILLE CITY	TYLER	0.1893%
SMITHERS CITY	FAYETTE/KANAWHA	0.0348%
SMITHFIELD TOWN	WETZEL	0.0001%
SOPHIA TOWN	RALEIGH	0.0371%
SOUTH CHARLESTON CITY	KANAWHA	0.8851%
SPENCER CITY	ROANE	0.0586%
ST. ALBANS CITY	KANAWHA	0.4397%
ST. MARYS CITY	PLEASANTS	0.0565%
STAR CITY TOWN	MONONGALIA	0.0376%
STONEWOOD CITY	HARRISON	0.0434%
SUMMERS COUNTY	SUMMERS	0.3231%
SUMMERSVILLE CITY	NICHOLAS	1.5393%
SUTTON TOWN	BRAXTON	0.0191%
SYLVESTER TOWN	BOONE	0.0003%
TAYLOR COUNTY	TAYLOR	0.0391%
TERRA ALTA TOWN	PRESTON	0.0014%
THOMAS CITY	TUCKER	0.0002%
THURMOND TOWN	FAYETTE	0.0000%
TRIADELPHIA TOWN	OHIO	0.0003%
TUCKER COUNTY	TUCKER	0.1140%
TUNNELTON TOWN	PRESTON	0.0005%
TYLER COUNTY	TYLER	0.0185%
UNION TOWN	MONROE	0.0006%
UPSHUR COUNTY	UPSHUR	0.4637%
VALLEY GROVE VILLAGE	OHIO	0.0001%
VIENNA CITY	WOOD	0.2577%

**Exhibit C (Allocations to Subdivisions)**

<b>Government Name</b>	<b>County</b>	<b>WV Share (%)</b>
WAR CITY	MCDOWELL	0.0018%
WARDENSVILLE TOWN	HARDY	0.0012%
WAYNE COUNTY	WAYNE	2.1411%
WAYNE TOWN	WAYNE	0.0323%
WEBSTER COUNTY	WEBSTER	0.3418%
WEIRTON CITY	HANCOCK/BROOKE	1.2462%
WELCH CITY	MCDOWELL	0.1085%
WELLSBURG CITY	BROOKE	0.0063%
WEST HAMLIN TOWN	LINCOLN	0.0345%
WEST LIBERTY TOWN	OHIO	0.0023%
WEST LOGAN TOWN	LOGAN	0.0147%
WEST MILFORD TOWN	HARRISON	0.0014%
WEST UNION TOWN	DODDRIDGE	0.0006%
WESTON CITY	LEWIS	0.0088%
WESTOVER CITY	MONONGALIA	0.0086%
WETZEL COUNTY	WETZEL	0.4438%
WHEELING CITY	OHIO/MARSHALL	0.9706%
WHITE HALL TOWN	MARION	0.0025%
WHITE SULPHUR SPRINGS CITY	GREENBRIER	0.1439%
WHITESVILLE TOWN	BOONE	0.0134%
WILLIAMSON CITY	MINGO	0.3555%
WILLIAMSTOWN CITY	WOOD	0.0515%
WINDSOR HEIGHTS VILLAGE	BROOKE	0.0001%
WINFIELD TOWN	PUTNAM	0.0279%
WIRT COUNTY	WIRT	0.0976%
WOMELSDORF (COALTON) TOWN	RANDOLPH	0.0009%
WOOD COUNTY	WOOD	0.9917%
WORTHINGTON TOWN	MARION	0.0003%
WYOMING COUNTY	WYOMING	3.6334%
<b>Totals</b>		<b>100.0000%</b>

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**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 4<sup>th</sup> day of January, 2024.

  
JACQUELINE C. SHADLE, COUNTY CLERK

*Please Run 2 Times:*

February 21 and 28, 2024

**NOTICE OF PUBLIC HEARING  
Thursday, March 7, 2024 at 11:00 am**

The County Commission of Jefferson County will hold a Public Hearing regarding a Zoning Map Amendment (rezoning) for the property designated as Tax District: Shepherdstown (09), Tax Map: 24; Parcels: 12 & 13. The properties are part of the Harvest Hills Subdivision, located east of the intersection of Flowing Springs Rd and Brass Harness Drive. The property owner is Arcadia Land, Inc.; Parcel Size: 94.63 ac & 257.62 ac (respectively). The properties are currently zoned Rural and a petition has been made to the County Commission by the property owner to change the zoning classification from Rural to Residential Growth (Planning Commission File #23-5-Z).

The hearing will be held on **Thursday, March 7, 2024 at 11:00 am** in the County Commission Meeting Room located in the Charles Town Library, 200 E. Washington St, Charles Town. This meeting will also be available live through GoToWebinar. Invites will be posted on Facebook and sent through email alerts.

Oral or written comments can be provided at the hearing. Written comments may also be submitted to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org) or to PO Box 250, Charles Town, WV 25414.

Please contact the Office of Planning and Zoning for additional information on the proposed request: 304-728-3228/[planningdepartment@jeffersoncountywv.org](mailto:planningdepartment@jeffersoncountywv.org) or visit the County's website: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org).

By Order of the Jefferson County Commission  
Steve Stolipher, President

**Public Comment for Jefferson County Commission meeting for  
January 18, 2024**

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

**PUBLIC COMMENT –**

I, David Tabb, attended and participated in the Roundtable/Q&A Meeting with the Jefferson County Fire & Rescue Association re: Draft Fire Levy on January 11, 2024, at 7:30pm. This meeting lasted approximately an hour and a half, with Commissioner Stolipher and Commissioner Tabb in attendance.

A draft of the Fire Levy was viewed. The Jefferson County Fire and Rescue Assoc. requested a prompt approval for the Jefferson County Commission to approve the request, to place the fire levy on the November 2024 ballot, seeking the voter's approval of the fire levy.

This fire levy has very strict rules of usage and will only be used for fire service within the Jefferson County's seven volunteer fire companies.

I, David Tabb, ask the Jefferson County Commission to approve the request for the Fire Levy to be placed on the November 2024 ballot.

*"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!**