

AGENDA
JEFFERSON COUNTY COMMISSION
THIRD QUARTERLY SESSION – JULY – SEPTEMBER 2024
THURSDAY, AUGUST 15, 2024
6:00 p.m.
County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

Call to Order

Prayer – Moment of silence

Pledge of Allegiance

Pledge of Allegiance to the West Virginia Flag

I pledge allegiance to the flag of West Virginia, which serves as a constant reminder that 'Mountaineers Are Always Free,' which stands as a symbol of her majestic mountains, fertile forests, rich veins of coal, and the pride of her people.

Approval of Accounts Payable:

1. August 8, 2024
2. August 15, 2024

Approval of Manual Checks:

1. August 9, 2024
2. August 16, 2024

Approval of Payroll:

August 2, 2024

Announcements:

Report if there are changes in the agenda if applicable.

Public Comment:

To participate in public comment in person, please sign the public comment sign-in sheet located on the table in the back of the room. To participate virtually, please “raise your hand” on the GotoWebinar control panel. Please submit comments via email to info@jeffersoncountywv.org. Your name and any written comments submitted for the record will be included in the minutes.

Presentations

1. 6:10 pm Angie Banks, Assessor
 1. Exonerations
2. 6:15 pm Tom Hansen, Sheriff
 1. Equitable Sharing Agreement and Certification
 2. Tax deputy new hire and transition payment plan
 3. GHSP grant
3. 6:30 pm Jefferson County Junior Little League- Junior League Softball
 1. Recognition award
4. 6:35 pm Chris Colville, CEO/ president of the YMCA
Seeking County support/ partnership in order for YMCA to be eligible to apply for an EPA grant. Grant application requires government or higher education partnership.
5. 7:00 pm Boards and Commissions- interviews/ discussion/ possible action
 1. Bolivar- Harpers Ferry Public Library Board
 2. Jefferson County Board of Health
6. 7:20 pm Elizabeth Wheeler, director of Jefferson County Farmland Protection Board
 1. The attached Deed of Easement for Property 2024-02 has been approved by the Jefferson County Farmland Protection Board and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The easement is ready to close. Funding is provided for the easement through the Jefferson County Farmland Protection Board. The 2024-02 easement is for 100 acres with a cost to the board of \$600,000. The landowner is donating \$107,700 of easement value.
7. 7:35 pm Laura Kuhn, director of Fleet and Facilities Management
 1. Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property for County office space and/ or courthouse space.
8. 7:50 pm Nathan Cochran, Assistant Prosecuting Attorney
 1. Report by counsel on West Virginia Human Rights Commission EREP-49-21.
 2. Report by counsel and Health Department on adoption of State policy for appeals of septic applications denied by the Health Department.

3. Report by counsel on Shepherdstown Cell Tower Project.

9. 8:15 pm

Jessica James, assistant deputy county administrator

1. Years of service award – Mark Renner, Jefferson County Sheriff’s Office
2. Approval of hire – building code plans reviewer, Department of Engineering, Planning, and Zoning
3. Approval of hire – public safety dispatcher, Department of Emergency Communications
4. Approval to advertise – training coordinator position, Department of Emergency Communications
5. Approval of work-based learning agreement with Harpers Ferry Job Corps

New Business

10. Consider vacancies on the Jefferson County Commission and potential appointments-discussion/ possible action

County Administrator Report

1. Congressionally directed spending- update (see attached)
2. Fire Service RFP- informational (see attached)
3. Using AI in Grant Application- Workshop- event announcement (see attached)
4. Opioid Settlement Funds- discussion/ possible action (see attached)

11. ADJOURN

CORRESPONDENCE AND INFORMATION

Impact Fee Status Report

July- Total fees and interest collected by Office of Planning and Zoning

Constituent correspondence- Debra Allen, Missy Thompson, Susan Benzinger

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	\$651,857.60		\$651,857.60
6.2% Tax Payable OASDI	\$38,992.69		\$38,992.69
1.45% Tax Payable HI	\$9,119.39		\$9,119.39
Fed Withholding	\$54,995.61		\$54,995.61
PA State Tax	\$0.00		\$0.00
WV State Withholding	\$21,464.70		\$21,464.70
VA State Tax	\$1,149.50		\$1,149.50
MD State Tax	\$1,441.35		\$1,441.35
PERS I Retirement Deduct 4.5%	\$9,043.31		\$9,043.31
PERS II Retirement Deduct 6%	\$9,115.72		\$9,115.72
DSRS Retirement Deduct 8.5%	\$8,810.76		\$8,810.76
EMS Retirement Deduct 8.5%	\$13,647.09		\$13,647.09
Hosp. Pre-Taxed	\$20,350.03		\$20,350.03
D/VF	\$2,293.28		\$2,293.28
AFLAC Pre-Taxed	\$299.37		\$299.37
AFLAC Post-Taxed	\$758.88		\$758.88
Optional Life Post-Taxed	\$1,915.66		\$1,915.66
Wage Attach #1 WV Child	\$985.39		\$985.39
Wage Attach #2 PA Child	\$320.00		\$320.00
Wage Attach #3 GARN	\$863.19		\$863.19
Wage Attach #4 TIONG	\$0.00		\$0.00
457 - Nationwide	\$1,065.00		\$1,065.00
457I - Empower	\$5,568.86		\$5,568.86
457R - Roth	\$2,578.57		\$2,578.57
Christmas Club	\$3,885.00		\$3,885.00
Colonial(Plus)	\$47.84		\$47.84
Uniforms	\$0.00		\$0.00
LF Over 50	\$372.00		\$372.00
Total Deductions	\$209,083.19	\$0.00	\$209,083.19
Net Wages Total	\$442,774.41	\$0.00	\$442,774.41
Payroll Date	August 2, 2024		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angela Banks

Department or Organization: Assessor

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **August 15, 2024**

Date Requested – 2nd Choice:

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

Exonerations

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

Is this a funding request? Y/N

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 Internet/Wi Fi Telephone for conference call

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

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):

Equitable Sharing Agreement and Certification (ESAC)
Tax Deputy New Hire and Transition Payment plan

GHSP Grant

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

- It is time to submit our annual ESAC to the Federal government it is attached for your review and certification
- In preparation for the Chief Tax Deputies retirement we are need to make some adjustments to positions
- The Governor's Highway Safety Program grant is up for renewal

Type of Request: (Funding/Hiring): hiring

Funding/Salary/Hourly Amount: see below

Name of Hire (if Applicable): see below

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 submission of the Equitable Sharing Agreement and Certification and authorize the Sheriff's Office to digitally sign and affirm the conditions set forth in.
- I move to approve the promotion of Urviben Patel to the position of Chief Tax Deputy upon the retirement of the current Chief Tax Deputy and authorize the increase of pay to 42000 9/1 during training and 61,813.50 after.

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

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Additional Comments Page:

I move to approve the hire of Liesel Eby on September 1, 2024 as an 80 hour employee at a rate of 35,000 with an increase to 36,000 after 90 days.

I move to approve the submission of the Governor's Highway Safety Grant and authorize the President to sign the associated documents.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: WV0190000
Agency Name: Jefferson County Sheriff's Office
Mailing Address: 102 Industrial Blvd
 Kearneysville, WV 25430

Type: Sheriff's Office

Agency Finance Contact

Name: Lowe, Deborah
Phone: 3047283205 **Email:** dlowe@jeffersoncountywv.org

Jurisdiction Finance Contact

Name: Nelson, Bessie
Phone: 304-728-3284 **Email:** bnelson@jeffersoncountywv.org

ESAC Preparer

Name: Lowe, Deborah
Phone: 3047283205 **Email:** dlowe@jeffersoncountywv.org

FY End Date: 06/30/2024

Agency FY 2025 Budget: \$5,014,490.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$36,729.36	\$0.00
2	Equitable Sharing Funds Received	\$140,511.22	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$249.02	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$140,760.24	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$43,330.40	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$134,159.20	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USFIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$43,330.40	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$43,330.40	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Loper, Tim**Company:** BHM CPA Group**Phone:** 3045212648**Email:** tim.loper@bhmcpgroup.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2023-06-GSAFAC-0000035958

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Hansen, Thomas H.

Title: Sheriff

Email: thansen@jeffersoncountywv.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Stolipher, Stephen

Title: President

Email: stolipherjcc@gmail.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

GOVERNOR'S HIGHWAY SAFETY PROGRAM
STATE OF WEST VIRGINIA
DIVISION OF MOTOR VEHICLES

Application Page – 1

For GHSP Use Only

DATE RECEIVED: _____

FEDERAL FUNDS AWARDED: _____

NAME OF APPLICANT: Jefferson County Commission
(Must be a government agency)

PROJECT TITLE: Jefferson County EP Traffic Safety Enforcement Program

F.E.I.N. NUMBER: 55-6000333

AUTHORIZED OFFICIAL:

NAME: Stephen Stolipher
TITLE: Commission President
MAILING ADDRESS: PO Box 250
ZIP CODE: 25414
PHONE: 304-728-3284
FAX: 304-725-7916
E-MAIL: sstolipher@jeffersoncountywv.org

PROJECT DIRECTOR:

NAME: Thomas Hansen
TITLE: Sheriff
MAILING ADDRESS: 102 Industrial Blvd
ZIP CODE: 25430
PHONE: 304-728-3205
FAX: 304-728-3299
E-MAIL: thansen@jcsdvw.com

FINANCIAL OFFICER:

NAME: Deborah Lowe
TITLE: Grant Manager
MAILING ADDRESS: 102 Industrial Blvd
ZIP CODE: 25430
PHONE: 304-728-3369
FAX: 304-728-3299
E-MAIL: dlowe@jeffersoncountywv.org

GOVERNOR'S HIGHWAY SAFETY PROGRAM
STATE OF WEST VIRGINIA
DIVISION OF MOTOR VEHICLES

Application Page – 2

PROBLEM IDENTIFICATION

Clearly identify the problem(s) impacted by this project. Once you have identified the problem, show statistical evidence supporting your case that this is truly a problem. Please identify the source(s) of your data. **NOTE:** If you cannot clearly identify a problem which can be impacted by this project, proceed no further with this proposal. Use additional pages as necessary.

Proper Problem Identification does the following:

- Identifies the problem your project seeks to address.
- Provides both data and data analysis describing the problem.
- Reports the results of the analysis.
- Prioritizes the problems.

Jefferson County is the easternmost county in the state, with Charles Town as the county seat. Jefferson and Berkeley Counties share a border with Maryland and Virginia, while Grant County borders Maryland only, and Hardy and Pendleton Counties border Virginia. It is a part of the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Statistical Area. It encompasses 212 square miles. Based on 2022 Census estimates, Jefferson County's population was 58,979, and it is one of the few counties in the state to consistently see a population increase. Several major routes run through this five-county area, including Routes 9, 11, 50, 220, 340, and I-81, with a lot of commuter traffic to and from the DC area.

The Jefferson County Highway Safety Project grant includes the following counties:

Berkeley
Grant

Hardy
Jefferson

Pendleton

Based on rural and urban designations by the U.S. Department of Health & Human Services office of Rural Health Policy (WV Department of Education), Jefferson and Berkeley are designated as urban, while Grant, Hardy and Pendleton are designated as rural. All highway safety data from CY 2012 to CY 2021 received from WVDOH was sorted and ranked by county. The Jefferson County grant has the following:

Jefferson County ranks:

- 11th in Total Crashes
- 10th in Injury Crashes
- 10th in Total Injuries
- 15th in Total Fatalities

Berkeley County ranks:

- 6th in Total Crashes
- 6th in Injury Crashes
- 6th in Total Injuries
- 2nd in Total Fatalities

Grant County ranks:

- 42nd in Total Crashes
- 39th in Injury Crashes
- 39th in Total Injuries
- 35th in Total Fatalities

Pendleton County ranks:

- 47th in Total Crashes
- 44th in Injury Crashes
- 45th in Total Injuries
- 38th in Total Fatalities

Hardy County ranks:

- 34th in Total Crashes
- 33rd in Injury Crashes
- 36th in Total Injuries
- 30th in Total Fatalities

Shepherdstown and Jefferson County are home to Shepherd University with a 2022 enrollment of 3,159 students. Jefferson County has the 11th highest number of crashes involving drivers under 20, with Berkeley County being 5th highest. While Jefferson County ranks 24th for most fatalities involving drivers under 20, Hardy and Pendleton are tied at 7th, Berkeley and Hampshire are tied at 17th, and Grant ranks 36th (2012-2021, WVDOH).

Effective enforcement and education in these five counties, especially Jefferson and Berkeley Counties, is essential to assisting GHSP reach its overall highway safety goals and objectives and essential to decreasing crashes, injuries, and fatalities in Region 6. Law enforcement in all included counties regularly interact with each other in other endeavors, law enforcement-related or otherwise, especially due to being neighboring counties.

Target Red Enforcement: Berkeley County ranks number three for pedestrian fatalities (2012-2021), with Jefferson 14th, which many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving. Between 2016 and 2020, an intersection-related contributing factor was listed for 18.0% of all roadway crashes statewide, while 6.5% of all roadway crashes listed a pedestrian-related contributing factor (WVDOH). From FY 2021 to 2023, there were 42 red light violations and 48 stop sign violations cited on grant-funded overtime in Region 6 (GHSP).

Speed/Aggressive Driving: Berkeley County ranks 2nd for speed-related fatalities (2012-2021), with Jefferson County ranking 14th. Berkeley County also ranked 2nd in speed-related crashes and injuries in 2021, with Jefferson County ranking 9th and 11th, respectively. This five-county grant area has 48 roadway segments in the top 277 speed crash roadway segments (2017-2021, WVDOH). There were 5,082 crashes on these 48 roadway segments.

Grant: 3 segments (60 crashes)
Hardy: 3 segments (177 crashes)

Jefferson: 10 segments (1,259 crashes)
Berkeley: 32 segments (3,586 crashes)

Between 2016 and 2020, speed and aggressive driving was listed as a contributing factor for 57.2% of all roadway fatalities statewide (WVDOH). From FY 2021 to 2023, there were 1,960 speed citations written on grant-funded overtime in Region 6 (GHSP).

Occupant Protection: From CY 2014 to 2022, in WV, 671 of 2,215 fatalities were unrestrained (30.29%). In this five-county area, 78 of 251 fatalities (31.08%) were unrestrained drivers (WVDOH). Each county is listed below with a breakdown of unrestrained driver fatalities compared to all fatalities.

Grant: 16/26 (61.54%)
Hardy: 8/31 (25.81%)
Berkeley: 31/117 (26.50%)

Jefferson: 18/60 (30.00%)
Pendleton: 5/17 (29.41%)

It can be seen through the county-specific data above, that while some counties don't have large fatality or unrestrained fatality numbers, there is still a significant problem. All five counties in this grant have at least 25% of their fatalities attributed to unrestrained motor vehicle occupants.

Berkeley County is 2nd worst for unrestrained motor vehicle occupants and Jefferson County is 14th worst (2014-2021), with Grant (14), Hardy (33) and Pendleton (41) further down the list. Berkeley County ranks 2nd for most total ejections (partial and full) and fatal ejections, Jefferson County ranks 19th for most total ejections (partial and full) and 20th for fatal ejections, while Hardy County is 35th for total ejections but 20th for fatal ejections. Jefferson County is also 10th worst for roadway injuries for children under 8, while Berkeley County was 6th worst in this category from 2012-2020 (WVDOH).

Jefferson County is the only county in this grant with official seat belt survey sites, and the 2023 usage rate was 97.4%. The Jefferson County sites were selected in the previous site selection cycle, while the Pendleton County sites are in the site selection cycle before the most current cycle, and Berkeley County was two previous cycles but not the most current. Pendleton County's average usage rate is 93.1% (2018-2021), compared to the state's average of 93.0% for the same period. Berkeley County's official seat belt use rate from 2015-2021 is 90.4%. From FY 2021 to 2023, there were 646 seat belt citations and 8 child restraint citations written on grant-funded overtime in Region 6.

Between 2016 and 2020, occupant protection was listed as a contributing factor for 32.2% of all roadway crashes statewide; this factor includes unrestrained passenger vehicle occupants as well as un-helmeted motorcycle and ATV occupants (WVDOH).

Impaired Driving: From CY 2012 to CY 2021, in WV, 631 of 2,886 (21.86%) fatalities were alcohol-related. In this five-county area, 84 of 318 (26.42%) fatalities were alcohol-related. Berkeley County is in the top 3 for most alcohol-related crashes (2), injuries (3), and fatalities (1). Jefferson County is in the top 9 for most alcohol-related crashes (8), injuries (8), and fatalities (9). Hardy County ranks 33rd for alcohol-related crashes and fatalities and 30th for alcohol-related injuries. Grant county's ranking was 36th, 31st, and 31st, respectively. Pendleton's ranking was 42nd, 33rd, and 46th, respectively (2012-2021, WVDOH).

Alcohol-related fatalities vs. overall fatalities:

Berkeley: 45/155 (29.03%)

Jefferson: 20/68 (29.41%)

Grant: 7/31 (22.58%)

Pendleton: 6/27 (22.22%)

Hardy: 6/37 (16.22%)

Berkeley County has 14 roadway segments in the top 131 alcohol-related crash roadway segments. On these roadway segments, Berkeley County had 414 alcohol-related crashes. Jefferson County has nine roadway segments in the top alcohol-related crash roadway segments, with 212 crashes on these segments. Hardy County had two roadway segments with 28 crashes (2017-2021, WVDOH). On all roadways in the five-county area, there have been 2,261 alcohol-related crashes between 2012 and 2021 (WVDOH). Between 2016 and 2020, impaired driving was listed as a contributing factor for 21.5% of all roadway fatalities statewide (WVDOH).

In CY 2023 there were 609 DUI arrests made in Region 6, 135 were drug-related or a combination of drugs and alcohol (22.2%). Of the 609 DUI arrests in Region 6, 276 occurred in Berkeley County and 183 occurred in Jefferson County. Region 6 has two certified DREs.

Distracted Driving: Berkeley County ranks 3rd and Jefferson County ranks 14th for pedestrian fatalities (2012-2021, WVDOH), which many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving. While distracted driving-related data is minimal and under-reported, there is some data related to distracted driving-related crashes, injuries, and fatalities in WV. Berkeley County ranks 1st in distracted driving-related fatalities, with Jefferson County ranking 11th (2012-2021, WVDOH). As far as distracted driving-related crashes and injuries, Berkeley County ranks 4th and 2nd, respectively, and Jefferson County ranks 9th and 8th, respectively (2021, WVDOH).

From FY 2021 to 2023, there were 16 texting citations and 391 cell phone citations written on grant-funded overtime in Region 6 (GHSP). Distracted driving-related crashes across the nation are generally severely under-reported, so it is difficult to get a good indication from data whether distraction is a significant factor in crashes. With that being said, there is still some data listing distraction as a contributing factor in crashes in WV. Between 2016 and 2020, distracted driving was listed as a contributing factor for 6.4% of all roadway crashes statewide (WVDOH). Nationwide, 3,522 people were killed in 2021 due to distracted driving and an estimated 362,415 people were injured in crashes involving distracted drivers from (NHTSA).

Work Zone: From FY 2021 to 2023, there were 262 speeding citations written in work zones on grant-funded overtime by agencies in Region 6. Between 2016 and 2020, a work zone-related contributing factor was listed for 1.3% of all roadway crashes statewide (WVDOH).

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PROJECT OBJECTIVE(S)

Objectives must be specific, recognizable, clearly qualified, time framed, with measurable terms of the impact to be achieved. Please use additional pages as necessary (i.e., number 3a, 3b, 3c, etc.)

Through highway safety funds for enforcement and education, this project's goals are:

1. To reduce crashes in the five-county area by 5% from a 3-year average (2019-2021) of 3,475 to 3,301 by September 30, 2025.
 2. To reduce total injuries in the five-county area by 5% from a 3-year average (2019-2021) of 1,269 to 1,206 by September 30, 2025.
 3. To reduce fatalities in the five-county area by 5% from a 3-year average (2019-2021) of 35 to 33 by September 30, 2025.
 4. To reduce unrestrained motor vehicle occupant fatalities in the five-county area by 10% from a 3-year average (2019-2021) of 9 to 8 by September 30, 2025.
 5. To reduce alcohol-related crashes in the five-county area by 5% from a 3-year average (2019-2021) of 240 to 228 by September 30, 2025.
 6. To reduce alcohol-related injuries in the five-county area by 5% from a 3-year average (2019-2021) of 148 to 141 by September 30, 2025.
- continued on page 3a -

PROJECT ACTIVITIES

Specific statements of activities that will directly impact the identified problem. Please use additional pages as necessary (i.e., number 3a, 3b, 3c, etc.)

See pages 3b and 3c

Project Objectives - continued

7. To reduce alcohol-related fatalities in the five-county area by 10% from a 3-year average (2019-2021) of 9 to 8 by September 30, 2025.
8. To reduce pedestrian fatalities in the five-county area by 15% from the 3-year average (2019-2021) of 5 to 4, by September 30, 2025.
9. To reduce total ejections in the five-county area by 5% from a 3-year average (2018-2020) of 54 to 49 by September 30, 2025.
10. To reduce fatal ejections in the five-county area by 25% from a 3-year average (2019-2021) of 4 to 3 by September 30, 2025.
11. To reduce crashes involving drivers under 20 in the five-county area by 5% from a 3-year average (2019-2021) of 682 to 648 by September 30, 2025.
12. To reduce fatalities of drivers under 20 in the five-county area 100% from a 3-year average (2019-2021) of 1 to 0, by September 30, 2025.

PROJECT ACTIVITIES

This project will fund enforcement patrols within Jefferson County, as well as Berkeley, Grant, Hardy, and Pendleton Counties, to effectively and meaningfully assist this overall project with the goals of reducing roadway crashes, injuries, and fatalities in the five-county area. Activities will include:

Target Red Enforcement patrols:

Enforcement will be conducted August 1-15, 2025, with locations based on crash data involving problem intersections with red lights and stop signs.

Speed/Aggressive Driving Enforcement patrols:

Enforcement should be conducted primarily along the target locations listed below (based on crash data). Enforcement may be worked adjacent or parallel to these segments, but enforcement is preferred along the listed segments. The entirety of these segments falling within the counties listed may be worked; smaller agencies may work these target locations if the road segments fall within their agency's jurisdiction, or if adjacent or parallel roadways to the target locations fall within their jurisdiction. The following 48 roadway segments are in order from most crashes to least within each county.

Targeted speed enforcement will be conducted during two statewide mobilizations:

- o July 11-27, 2025 - kickoff on July 11, 4pm-8pm
- o September 5-21, 2025 - kickoff on September 5, 4pm-8pm

Berkeley: I 081, US 011, WV 009, WV 045, WV 051, WV 901, CR 026, CR 015, CR 009/14, CR 001, CR 007, CR 045/05, CR 012, CR 030, CR 045/06, CR 020, CR 036, CR 009/13, CR 004, CR 036/01, CR 010/01, CR 013, CR 034, CR 032, CR 051/07, CR 023, CR 019, CR 005, CR 017, CR 019/01, CR 003/01, CR 045/08

Jefferson: US 340, WV 051, WV 009, WV 115, CR 017, CR 001, CR 032, CR 009/05, CR 013, CR 027

Grant: CR 005, CR 009, CR 028/07

Hardy: US 220, CR 010, CR 055/20

Seat Belt enforcement patrols and checkpoints:

- Enforcement should be conducted during the following designated enforcement periods:
 - o National CIOT May Mobilization: May 12-25, 2025
 - o CIOT October Mini Mobilization: October 4-21, 2024
 - o CIOT March Mini Mobilization: March 7-23, 2025
 - o CIOT August Mini Mobilization: August 1-17 2025

Impaired Driving Enforcement patrols and checkpoints:

Impaired Driving Enforcement patrols and checkpoints should be conducted primarily along the target locations listed below (based on crash data). Enforcement may be worked adjacent or parallel to these segments and the mile markers listed; smaller agencies may work these target locations if the road segments fall within their agency's jurisdiction, or if adjacent or parallel roadways to the target locations fall within their jurisdiction. The 25 roadway segments below are listed from most crashes to least crashes, in each county. As can be seen by the roadway segments under the Speed Enforcement section, many of the same roadways are both speed and alcohol-related crash problem areas.

Berkeley: US 011, I 081, WV 009, WV 045, WV 051, CR 007, CR 015, CR 036, CR 030, CR 001, CR 017, CR 023, CR 034, CR 026

Jefferson: US 340, WV 051, WV 009, CR 017, WV 115, CR 001, CR 013, CR 032, CR 009/05

Hardy: US 220, CR 007

- The primary focus should be during the following enforcement periods:
 - o National Drive Sober or Get Pulled Over (DSOGPO) Enforcement Periods:
 - December 13, 2024 - January 1, 2025
 - August 15 - September 1, 2025
 - o State Mobilizations:
 - Thanksgiving (November 27 - December 1, 2024)
 - West Virginia Day (June 19-22, 2025)
 - Fourth of July weekend (July 3-6, 2024)

Distracted Driving Enforcement patrols:

Enforcement should be primarily conducted during Distracted Driving Awareness Month in April 2025, but can also be used strategically throughout the grant year

Work Zone Enforcement:

Work Zone enforcement patrols will be conducted on roadways with WVDOH work zones. See Special Conditions for additional information.

Electronic citation-related equipment may be requested based on the need of the agencies in this grant.

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CONDITIONS & ASSURANCES

The applicant hereby certifies and assures that it shall comply with the following regulations, policies, guidelines, and requirements of the Governor's Highway Safety Program as further clarified in the Highway Safety Administrative Manual.

1. The applicant hereby certifies it has 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 this proposal/application, including all understandings and assurances contained therein, and directly authorizes the person identified as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **RELATIONSHIP.** The relationship of the Sub-Grantee to the Governor's Highway Safety Program shall be that of an independent contractor, not that of a joint enterprise. The Sub-Grantee shall have no authority to bind the Governor's Highway Safety Program for any obligation or expense without the express prior written approval of the Governor's Highway Safety Program.
3. **LAW OF WEST VIRGINIA.** The proposal/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 the Governor's Highway Safety Program.
4. **ACCESS TO RECORDS.** The Governor's Highway Safety Program through any authorized representative will have access to and the right to examine all records, books, or documents related to the proposal/application/contract/grant, and to relevant books and records of contractors.
5. **USE OF FUNDS.** Funds awarded by the Governor's Highway Safety Program may be extended only for the purpose and activities specifically covered by the Sub-Grantee's approved project description and budget.
6. **ALLOWABLE/UNALLOWABLE COSTS.** The allowability/unallowability of costs incurred under this grant shall be determined in accordance with general principles and standards for selected cost items set forth in the Highway Safety Administrative Manual.
7. **REPORTS & SUSPENSIONS.** The Sub-Grantee shall submit, at such times and in such form as may be prescribed, such reports as the Governor's Highway Safety Program may reasonably require, including but not limited to fiscal and program progress reports. Failure to submit any required report (i.e., Progress, Fiscal, Activity, etc.) by close of business (C.O.B.) on the designated due date may result in suspension of the project. To reinstate the project, a letter of explanation signed by the Authorized Official, the Project Director, and the Fiscal Director must be submitted promptly to the Governor's Highway Safety Program. More than one suspension in any twelve (12) month project period will automatically terminate the project for the remainder of the project's funding period.
8. **SANCTIONS FOR NONCOMPLIANCE.** In the event of the Sub-Grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the Governor's Highway Safety Program shall impose such contract sanctions as it may deem appropriate, including but not limited to: **a)** Withholding of payments to the Sub-Grantee until the Sub-Grantee complies, or **b)** Cancellation, termination, or suspension of the contract in whole or in part, or **c)** Refrain from extending any further assistance to the Sub-Grantee until satisfactory assurance of future compliance has been received from the Sub-Grantee.
9. **WRITTEN APPROVAL OF CHANGES.** The Sub-Grantee must obtain prior written approval from the Governor's Highway Safety Program for all changes relating to the scope of the project and for all financial adjustments between major budget categories.
10. **MATCHING CONTRIBUTION.** The Sub-Grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in the proposal as "Local Funds" and as approved by the Governor's Highway Safety Program.
11. **PROJECT INCOME.** All income earned by the Sub-Grantee as a result of the conduct of this project, must be accounted for and included in the total budget.
12. **DISCRIMINATION PROHIBITED.** No person shall, on the grounds of race, color, sex, national origin, religion, disability, or age be excluded from participation in, be refused the benefits of, or to be otherwise subjected to discrimination under grants awarded by the Governor's Highway Safety Program.
13. **FEDERAL GRANT REQUIREMENTS AND CONTRACTS.** The agency shall comply with the following statutes and implementing regulations as applicable: **a)** 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; **b)** 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other relevant Federal regulations covering the Highway Safety Program; **c)** 5 U.S.C. §1501, 1508, and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (HATCH ACT); **d)** 23 U.S.C §313 Buy America; and **e)** NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
14. **FEDERAL LOBBYING.** The Agency agrees that 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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15. **STATE LOBBYING.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect ("grassroots") lobbying activities.
16. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS.** a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
17. **PROHIBITION OF USING GRANT FUNDS TO CHECK FOR HELMET USAGE.** The State and each sub-recipient will not use 23 U.S.C. Chapter 4 Grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
18. **AUDIT.** It is the responsibility of the Sub-grantee to provide for the performance of an independent audit as detailed in the Highway Safety Administrative Manual. The Sub-Grantee further agrees to submit a copy of each audit to the Governor's Highway Safety Program, including a systematic statement for the timely and appropriate resolution of findings or recommendations.
19. **CONSULTANT/CONTRACTS.** No agreement or contract may be entered into by the Sub-Grantee for the execution of project activities or provisions of service which is not incorporated in the approved grant, and/or without the prior written permission of the Governor's Highway Safety Program. Grant approval does not constitute consultant/contract approval.
20. **PROPERTY ACCOUNTABILITY.** The Sub-Grantee shall establish and administer a system to control, protect, preserve, use, maintain, and dispose of any property or equipment furnished by the Governor's Highway Safety Program. The obligation continues as long as the property is retained by the Sub-Grantee notwithstanding the expiration of this agreement. Prior to the sale, trade-in, or disposal of property, disposition instructions will be obtained from the Governor's Highway Safety Program. The Sub-Grantee assures that all property shall be made available to the Governor's Highway Safety Program for inspection/inventory at the request of the Governor's Highway Safety Program.
21. **ACCOUNTING REQUIREMENTS.** Sub-Grantee agrees to record all project funds and costs following generally accepted accounting principles. A separate account number or cost recording must separate all project costs from the Sub-Grantee's other or general expenditures. Adequate documentation for all project costs and incomes must be maintained. Adequate documentation of financial and supporting materials, as defined in the Highway Safety Administrative Manual, must be retained and be available for audit purposes.
22. **OBLIGATION OF PROJECT FUNDS.** Funds may not, without prior written approval from the Governor's Highway Safety Program, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
23. **ASSUMPTION OF FUNDING.** The Sub-Grantee will assume the funding of improvements after a reasonable period of assistance.
24. **REPORTING OF IRREGULARITIES.** Sub-Grantees are responsible for reporting promptly to the Governor's Highway Safety Program 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 determined by the Governor's Highway Safety Program.
25. **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.
26. **CONFLICT OF INTEREST.** No public official or employee of the State of West Virginia, who performs any duties under the project, may participate in any administrative decision with respect to this project, if such a decision can be expected to result in any benefit or remuneration to them or their immediate family.
27. **CANCELLATION PROVISION.** If this project is not started within thirty days of the grant award, the Sub-Grantee will report to the Governor's Highway Safety Program by letter the steps taken to initiate the project. If after sixty days from the date of the grant award the project is still not operational, a further statement explaining the delay will be submitted by the Sub-Grantee to the Governor's Highway Safety Program. Upon receipt of the sixty-day letter, and unless warranted by extenuating circumstances, the Governor's Highway Safety Program will cancel the project and redistribute the funds to other projects.
28. **CRIMINAL PENALTIES.** Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets or property which are the subject of this grant, or whoever knowingly and willingly falsifies, conceals, or covers up by trick, scheme, or device any material fact in any application/contract for assistance submitted to the Governor's Highway Safety Program, shall be subject to prosecution.
29. **MEETINGS.** The Sub-Grantee assures that the Project Director, Fiscal Officer (or designee), and/or the Authorized Official (or designee) will attend any meeting, conference, workshop, or other similar function as deemed necessary by the Governor's Highway Safety Program for administration of this project. Additionally, the Sub-Grantee assures that the Project Director will cooperate and fully participate with staff of the Governor's Highway Safety Program and Law Enforcement Liaisons during statewide initiatives and campaigns.
30. **TRAVEL.** All out of state travel to be reimbursed under any Highway Safety grant must receive written approval in advance from the Governor's Highway Safety Program. All estimated travel expenses (per diem, registration, transportation, etc.) must be included with the request for out of state travel. All Requests for Reimbursements for travel expenses must be submitted to the Governor's Highway Safety Program at least 2 months in advance of the travel dates.

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31. **PARTICIPATION.** Law enforcement agencies/officers must be an active participant in Highway Safety/NHTSA-funded initiatives in order to receive any Highway Safety Program/NHTSA-funded benefit, such as highway safety-related equipment, training, conference attendance, reimbursement for enforcement (not to exceed the officer's time and one-half rate of pay), etc.
32. **STATEWIDE MEDIA.** Statewide media costs incurred by the Governor's Highway Safety Program are accepted and recognized by the Sub-Grantee as a supplemental benefit to complement their local and regional law enforcement efforts.
33. **SEAT BELT POLICY.** Any law enforcement agency receiving Highway Safety funds must have a written seat belt use policy in place for their agency. A copy of this policy, which must outline sanctions for non-compliance with the policy, must be on file with their respective Regional Coordinator.
34. **REGIONAL COORDINATOR.** In the event that the position of Regional Coordinator becomes available, the Governor's Highway Safety Program must be involved in the selection process of filling the position and must give final approval of hiring the individual selected.
35. **REQUIRED ACTIVITIES.** Failure to complete the "Coordinator's Required Activities" may result in temporary or permanent suspension of the program. It is imperative to the success of the Highway Safety Program that these activities be implemented. If a particular activity cannot be completed, a written detailed explanation must be submitted to the Program Manager as to why it cannot be completed.
36. **FINAL REQUEST FOR REIMBURSEMENT.** Sub-grantees must submit a Final Request for Reimbursement to the Governor's Highway Safety Program no later than November 15 for the preceding fiscal year and must include **all** expenditures made prior to October 1. Any Request for Reimbursement submitted after November 15 for funds expended prior to October 1 of the preceding fiscal year will be denied.
37. **EQUIPMENT.** Computers/laptops/tablets/other items deemed "equipment" may not be purchased by any Sub-grantee without prior written approval by the Director or Federal Programs Administrator of the Governor's Highway Safety Program. Any equipment with a total cost of \$5,000 or more per item must receive written prior approval from the NHTSA Region 3 office via the Governor's Highway Safety Program. Additionally, any individual item costing \$5,000 or more must meet the **BUY AMERICA** guidelines set forth by NHTSA. In-car cameras, regardless of their cost, must receive written prior approval from the NHTSA Region 3 office via the Governor's Highway Safety Program.

In accordance with the Conditions and Assurance Pages 5 - 7, and without limiting same, we certify this application is an accurate and complete description of the project to be considered for receiving Highway Safety funds. We further agree this application shall be binding upon the applicant, assignees, transferees, lessees, and successors in interest. These assurances shall also be binding through every modification or amendment to the project.

Signature of Authorized Official: _____
(Required)

Print Name of Authorized Official: _____
(Required)

Date: _____
(Required)

Signature of Project Director: _____
(Required)

Print Name of Project Director: _____
(Required)

Date: _____
(Required)

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Special Conditions

1. Travel line item in 402 is for travel to and from GHSP-approved meetings/trainings, such as Roundtable meetings.
2. All agencies must submit requested data to the Data Tracking & Agency Support Program (DTASP) on time, monthly, to qualify to work highway safety OT.
 - a. Any agencies awarded funds through the fiscal agency must also stay current with DTASP and submit accurate data, to qualify to work highway safety OT.
3. All agencies awarded funds through the fiscal agency must sign an agency agreement each grant year and it must be kept on file with the fiscal agency.
4. When working any highway safety enforcement program, that program is considered zero tolerance. Example: while working distracted driving enforcement, there is zero tolerance for cell phone use. Citations only.
 - a. Seat belt usage and impaired driving are always zero tolerance, whether they occur while working seat belt enforcement, impaired driving enforcement, or any other paid enforcement.
5. All agencies (who are in good standing with the GHSP, regional program, fiscal agency, and DTASP) are permitted to work all national and state enforcement periods listed here:
 - a. National Click it or Ticket (CIOT) Mobilization, designated dates in May 2025
 - b. State CIOT Mini Mobilization, designated dates in October 2024
 - c. State CIOT Mini Mobilization, designated dates in March 2025
 - d. State CIOT Mini Mobilization, designated dates in August 2025
 - e. National Drive Sober or Get Pulled Over (DSOGPO) Enforcement, designated dates in December 2024 – January 2025
 - f. National DSOGPO Enforcement, designated dates in August/September 2025
 - g. State DSOGPO Enforcement, designated dates for Thanksgiving 2024, West Virginia Day 2025, and Fourth of July 2025
6. All media must be pre-approved by the GHSP Public Information Specialist prior to production and/or purchase of spots.
7. All Target Red enforcement must be for identified problem intersections and pre- and post-surveys must be conducted in order to be reimbursed for the time worked. Pre- and post-surveys will not be conducted on highway safety OT but on the agency's time.
8. Seat belt checkpoints must be conducted as nighttime enforcement, which starts at 6 PM; these checkpoints have the same legal requirements as DUI checkpoints.
9. All DUI overtime funding should be conducted between the hours of 8 PM and 4 AM unless otherwise authorized by the GHSP Division Manager and assigned GHSP Program Manager, based on documented data justification.
10. All highway safety patrols are authorized patrols of no less than two (2) hours and no more than eight (8) scheduled hours at no more than one-and-one-half times the regular pay rate. Any funds paid to officers exceeding the actual one and one-half overtime rate (benefits, social security, etc.) are not reimbursable by the grant per Federal and State regulations.
11. All highway safety enforcement must be worked in addition to regular manpower staffing. Highway safety enforcement should bring additional officers out to enforce traffic laws, in addition to officers on regularly scheduled shifts.
12. Work Zone enforcement must take place in the work zone, 4 miles of a roadway leading into the work zone, parallel roadways adjacent to roadway under construction, up to 1 mile stretch of any roadway that intersects a roadway under construction, and roadways designated the CMV route for the purpose of CMV's avoiding roadway construction. Work zone location must be provided to and approved by the assigned GHSP Program Manager prior to enforcement being conducted.
13. Written approval for any travel or purchase requiring prior written approval from GHSP must be attached to the reimbursement request.
14. GHSP reserves the right to develop an approved officer listing to work specific sections of grant funding based on demonstrated work activity.

Special Conditions – Continued

- 15. The 402 line item for Eastern Panhandle Crash Reconstruction Team is an ongoing project that relevant law enforcement agencies are and have been working on with GHSP input and approval.

- 16. The 402 line item for Region 6 Coordinator is set aside in the event a coordinator is hired, with GHSP approval, during the FY 2025 grant year.

- 17. - intentionally left blank -

- 18. - intentionally left blank -

Signature of Authorized Official: _____
(Required)

Print Name of Authorized Official: _____
(Required)

Date: _____
(Required)

Signature of Project Director: _____
(Required)

Print Name of Project Director: _____
(Required)

Date: _____
(Required)

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SAFE COMMUNITIES 402 Grantee: Jefferson County Commission Budget Categories: F25-HS-06-402	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Salary & Benefits			\$85,600.00	CP25-10-06
Region 6 Coordinator Salary (TBD with GHSP approval) (salary is approximate and TBD)	\$60,000.00			
Clerical Assistant* *(\$16.00/hour, up to 32 hours/week, up to 50 weeks/year)	\$25,600.00			
Enforcement			\$65,000.00	
Target Red (April 1-15, 2025 & August 1-15, 2025) *See Special Conditions	\$10,000.00			SC25-16-06
Speed Enforcement/Aggressive Driving Year-Round *see Page 3 Project Objectives and Activities for specific roadways to be worked	\$40,000.00			SC25-16-06
Speed Enforcement Mobilization (July 11-27, 2025 & Sept. 5-21, 2025) *see Page 3 Project Objectives and Activities for details of mobilization *includes LE agencies in Jefferson, Berkeley, Grant, Hardy, and Pendleton Counties	\$15,000.00			SC25-16-06
Equipment/Training			\$50,000.00	PT25-07-06
Eastern Panhandle Crash Reconstruction Team *pre-approved by GHSP	\$50,000.00			
TOTAL PROJECT COSTS:	\$200,600.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$200,600.00	
TOTAL APPROVED PROJECT:			\$ 200,600.00	

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OCCUPANT PROTECTION 405b Grantee: Jefferson County Commission Budget Categories: F25-HS-06-405b	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement National CIOT May Mobilization (May 12-26, 2025) October CIOT Mini Mobilization (October 4-21, 2024) March CIOT Mini Mobilization (March 7-23, 2025) August CIOT Mini Mobilization (August 1-17, 2025) *Must participate in all mini waves and May Mobilization. *Cannot use leftover funds from one wave for another wave without GHSP approval. *includes LE agencies in Jefferson, Berkeley, Grant, Hardy, and Pendleton Counties	\$ 10,000.00 \$ 5,000.00 \$ 5,000.00 \$ 5,000.00		\$ 25,000.00	MIHVE25-01-06
TOTAL PROJECT COSTS:	\$ 25,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 25,000.00	
TOTAL APPROVED PROJECT:			\$ 25,000.00	

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TRAFFIC RECORDS 405C Grantee: Jefferson County Commission Budget Categories: F25-HS-06-405c	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Equipment & Software Electronic Submission Equipment *pre-approved by GHSP *includes LE agencies in Jefferson, Berkeley, Grant, Hardy, and Pendleton Counties	\$ 5,000.00		\$ 5,000.00	DA25-01-06
TOTAL PROJECT COSTS:	\$ 5,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 5,000.00	
TOTAL APPROVED PROJECT:			\$ 5,000.00	

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IMPAIRED DRIVING 405d Grantee: Jefferson County Commission Budget Categories: F25-HS-06-405d	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement DUI Enforcement *enforcement from 8pm to 4am only, unless pre-approved by GHSP *see Page 3 Project Objectives and Activities for specific roadways to be worked *Emphasis on state and national Mobilizations listed below *includes LE agencies in Jefferson, Berkeley, Grant, Hardy, and Pendleton Counties December 11, 2024 - January 1, 2025 - DSOGPO National Enforcement Mobilization August 15 – September 1, 2025 - DSOGPO National Enforcement Mobilization Thanksgiving (Nov. 27 - Dec. 1, 2024), West Virginia Day (June 19-22, 2025) and the Fourth of July weekend (July 3-6, 2025) - State Mobilizations	\$ 25,000.00		\$ 25,000.00	HV25-01-06
TOTAL PROJECT COSTS:	\$ 25,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 25,000.00	
TOTAL APPROVED PROJECT:			\$ 25,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM
West Virginia Division of Motor Vehicles
STATE OF WEST VIRGINIA

FISCAL SUMMARY

Page 4

DISTRACTED DRIVING 405e Grantee: Jefferson County Commission Budget Categories: F25-HS-06-405e	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement Distracted Driving Enforcement Year-Round Distracted Driving Enforcement - April 2025 *Distracted Driving Month is April 2025. *includes LE agencies in Jefferson, Berkeley, Grant, Hardy, and Pendleton Counties	\$ 20,000.00 \$ 10,000.00		\$ 30,000.00	DD25-30-06
TOTAL PROJECT COSTS:	\$ 30,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 30,000.00	
TOTAL APPROVED PROJECT:			\$ 30,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM
West Virginia Division of Motor Vehicles
STATE OF WEST VIRGINIA

FISCAL SUMMARY

Page 4

DIV OF HIGHWAYS-WORK ZONE SAFETY Grantee: Jefferson County Commission Budget Categories: F25-HS-06-DOHWZ	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement Work Zone Enforcement *pre-approved by GHSP; see Special Conditions *includes LE agencies in Jefferson, Berkeley, Grant, Hardy, and Pendleton Counties	\$ 10,000.00		\$ 10,000.00	WZ25-01-06
TOTAL PROJECT COSTS:	\$ 10,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 10,000.00	
TOTAL APPROVED PROJECT:			\$ 10,000.00	

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Edwina Benites-LM

Department or Organization: Administration

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **August 15, 2024**

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

Date Requested – 2nd Choice:

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

Award presentation to recognize the efforts of the Jefferson County Little League- Junior Lead Softball team

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

Award presentation to recognize the efforts of the Jefferson County Little League- Junior Lead Softball team

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

Suggested Motion: motion that the Jefferson County Commission officially recognize the efforts of the Jefferson County Little League- Junior Lead Softball team for their outstanding efforts representing the County at the West Virginia State Tournament, the Southeast Regional Tournament, and the Junior League Softball World Series Tournament.

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: CHRIS COLVILLE, CEO/PRESIDENT

Department or Organization: YMCA

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice:

If a specific date is needed, please provide reason for specific date: THURSDAY, AUGUST 15 @ 6PM

Date Requested – 2nd Choice: N/A - TIME SENSITIVE REQUEST

Subject (Wording to be placed on agenda):

SEEKING COUNTY SUPPORT/PARTNERSHIP IN ORDER FOR YMCA TO BE ELIGIBLE TO APPLY FOR AN EPA GRANT. GRANT APPLICATION REQUIRES GOVERNMENT OR HIGHER EDUCATION PARTNERSHIP.

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

YMCA RECENTLY CONFIRMED THAT PROPOSED SITES FOR FUTURE FULL FACILITY YMCA IN JEFFERSON COUNTY ARE ELIGIBLE TO APPLY FOR FEDERAL FUNDING.

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

IF THE YMCA IS SUCCESSFUL IN SECURING THE GRANT FROM THE EPA, THE AWARD AMOUNT RANGE IS \$10M - \$20M.

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:

SUPPORTING DOCUMENTS HAVE ALREADY BEEN SUBMITTED THAT DEMONSTRATES NEED FOR YMCA EXPANSION INTO WV DUE TO LACK OF SERVICES.

Is equipment needed?

Projector

NO

Internet/Wi Fi

NO

Telephone for conference call

NO

Contact information:

CHRIS COLVILLE, CEO/PRESIDENT

Email address:

ccolville@FREDRICKYMCA.ORG

Phone Number: ___

301-712-7614

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Jane Tabb

COMMISSIONER
Pasha Majdi

To: Commissioner Pasha Majdi
Commissioner Steve Stolipher
Commissioner Jane Tabb

From: Edwina Benites-LM, county administrator

Date: August 8, 2024

Re: Boards and Commissions Appointments and Solicitations, August 15, 2024

Bolivar- Harpers Ferry Public Library Board- Interviews and Possible Appointment(s)

- Jodi Welty-Robinson (Attachment 1)
- Amanda Stroud (Attachment 2a and 2b)

Suggested motion: Motion to appoint _____ for a five-year term ending June 30, 2029.

Jefferson County Board of Health

- Dan Caprio (Attachment 3a and 3b)
- Charles Love (Attachment 4a and 4b)

Suggested motion: Motion to appoint _____ for a five-year term ending June 30, 2029.

Edwina Benites

From: Jodi Welty-Robinson <jweltyrobinson@yahoo.com>
Sent: Wednesday, July 10, 2024 7:40 PM
To: Edwina Benites
Subject: BHFPL Board of Trustees

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

Sent from my iPhone Jodi M. Welty-Robinson
12 Welty Hill
Harpers Ferry, WV 25425
(304) 283-4634
jweltyrobinson@yahoo.com

July 11, 2024

Jefferson County Commission,

I am writing to express my intent to apply for a position on the Bolivar-Harpers Ferry Public Library (BHFPL) Board of Trustees. During my previous tenure on the board, I served as the Treasurer, collaborating closely with the other four members. My full-time employment at Harpers Ferry Middle School allows me the flexibility to sign library checks and other documents during my lunch hour or after school.

As a previous board member, I only missed one meeting due to illness. During my time on the board, I introduced the first-ever library travel and mileage policy for employees and provided several updates to the existing policies and procedures manual, which had not been revised in several years. These updates were submitted to the WV Library Commission. Additionally, we revised the library's technology code to meet state standards and rewrote the longevity pay policy to comply with state regulations.

I have volunteered at the National Book Festival in Washington, DC, at the WV Library Commission's booth in 2018 and 2019. While on the board, we successfully hired a new Library Director with a Bachelor of Science in Library Science. Lastly, I have been a patron of the BHFPL for over 30 years and am committed to seeing the library grow so that others can enjoy it as much as I have.

Sincerely,

Jodi M. Welty-Robinson
Sent from my iPhone

Amanda Stroud

Ranson City Council – At Large

Contact

501 Samuel Street
Ranson, WV 25438
304.725.7149
amanda.8433@outlook.com

Edwina Benites
County Administrator
Jefferson County
Commission
124 East Washington Street
Charles Town, WV 25414

Dear Jefferson County Commissioners,

I am writing to express my interest in being appointed to the Bolivar Harpers Ferry Public Library Board. I have:

- Over 25 years of library experience
- Working knowledge of the legal profession
- Currently serving on two nonprofit boards

I believe my skills and experience would be an asset to the board. In my years of working in a variety of libraries I have shelved books, ordered books and everything in between. I have also supervised student assistants as well as library staff so recognize what it entails to manage staff.

Working for Montgomery College provided me with the opportunity to become familiar with the inner workings of a large organization. I served on an RFP committee, search committees, a staff awards committee, a strategic planning taskforce, numerous work groups as well as being elected to both a campus and collegewide council. And as a current city council member as well as a board member on two local organizations I now have an in-depth knowledge of how local government interacts with nonprofits as well as what it takes to be a good board member.

And last but certainly not least, being an involved patron of the Bolivar Harpers Ferry Public Library for the past twenty plus years has contributed to a greater understanding of the wants of the patrons as well as the needs of the staff.

Thank you for taking the time to review my resume. I look forward to meeting with all of you.

Sincerely,

Amanda Stroud

Enclosure

Amanda Stroud

Ranson City Council – At Large

Contact

501 Samuel Street
Ranson, WV 25438
304.725.7149
amanda.8433@outlook.com

Education

Louisiana State University -
Shreveport
Shreveport, LA
BA in History

Key Skills

Customer Service
Strategic Planning
Communication
Problem Solving
Curiosity

Objective

Seeking a position in the nonprofit world where I can utilize my legal and library skills and experience to contribute to the success of the organization.

Experience

March 2001 – August 2022
Access Services Assistant • Montgomery College

August 1999 – February 2001
Technical Services Librarian • KPMG

August 1992 – July 1998
Information Center Assistant • American Society for Training & Development

Responsibilities: oversaw daily operations of a variety of libraries, managed staff including a diverse student assistant population, ensured compliance with library policies and procedures and provided exceptional customer service. Also contributed to the overarching organizations by serving on numerous committees, work groups and taskforces.

Leadership

Currently serve on or have served on the following: Ranson City Council, Ranson CVB Board, Ranson Community Gardens Board, Staff Council and Germantown Campus Council – Montgomery College.

References

Available upon request.

Edwina Benites

From: Dan Caprio <DCaprio@providencegroupdc.com>
Sent: Tuesday, July 9, 2024 9:38 AM
To: Edwina Benites
Subject: Jefferson County Board of Health
Attachments: Caprio resume 2024.docx

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

July 9, 2024

Filed electronically

Please confirm receipt

Dear Ms. Benites,

I am interested in being considered for a five year seat on the Jefferson County Public Health Board. My wife and I have been blessed to live in Jefferson County since February 2023.

My public policy career spans forty years in Washington, DC where I have had the privilege to work as a senior executive at the Department of Commerce and the Federal Trade Commission. I began my career working on Capitol Hill in the Senate and House of Representatives and for the Governor of Illinois in his DC office. My private sector career includes co-founding my current company, The Providence Group, ten years ago after six years in a law firm, serving as CEO and President of a \$3.5 million think tank, and two years at KPMG where I advised the CEO of the firm about political risk.

My background advising senior elected and appointed public officials and CEOs and boards on technology policy and data risk including privacy and cybersecurity would serve me well. At The Providence Group we represent a number of health care clients including the University of Maryland Medical System (UMMS) where we advise senior management about a wide variety of public health risks they need to consider to protect patient safety and deliver world class quality of care. During my tenure in government, I worked on a wide range of health care issues at the Federal Trade Commission and on Project BioShield to stockpile vaccines and prioritize emergency preparedness following 9/11.

I have managed programs and staff throughout my career and have a strong financial background developed as a think tank CEO and entrepreneur since 2007. I want to make a difference here in Jefferson County and I care very deeply about public health. It would be an honor to serve on the Jefferson County Board of Health.

My resume is enclosed. Thank you for your consideration

Dan Caprio
[626 Turnberry Drive](#)
[Charles Town WV 25414](#)

[202 680 4538](#)

Daniel W. Caprio, Jr.
626 Turnberry Drive
Charles Town, WV 25414
(202) 680-4538
dcaprio@providencegroupdc.com

The Providence Group, 2015-present
Co-Founder and Chairman

- Advise corporate boards and senior executives on how to manage and govern strategic data risk including artificial intelligence, privacy and cybersecurity.
- Provide actionable governance insight into the complex and dynamic data risk landscape including regulatory risk, reputational risk, and multiple threat actors.
- Frequent speaker on artificial intelligence, privacy and cybersecurity at numerous transatlantic fora including a 2019 Federal Trade Commission Privacy hearing, European Commission, European Parliament, U.S Department of Commerce, Forum Europe, RSA, HIMSS, U.S. Chamber of Commerce, International Franchising Association, International Association of Privacy Professionals, Ponemon Institute, National Retail Federation, State of the Net, James Madison University European Policy Studies Master's program in Italy, Duke Law School, George Mason Law and Economics Center, and Georgetown Law School.

McKenna Long & Aldridge, LLP, 2009-2014
Managing Director/Senior Strategic Advisor

- Provided strategic business and public policy advice to clients on important domestic and international matters in the telecommunications, internet, technology, and digital media.
- Substantial knowledge and experience in the areas of privacy, cybersecurity, Internet of Things, and data use.
- Managed a wide range of corporate and association clients including Comcast Corporation, National Cable & Telecommunications Association, Intel Corporation, Oracle, AT&T, General Electric, Intel, Boeing, Verisign, SAS, Hewlett Packard, and the National Cyber Security Alliance on matters related to privacy and cybersecurity in the United States and Europe.
- Frequent speaker on privacy and technology policy on both sides of the Atlantic including testifying at a 2013 United States Federal Trade Commission workshop.

DC Strategies, LLC, 2007-present
President and CEO

- Provided legislative, regulatory and strategic counsel to companies and trade associations including the Information Technology Association of America (ITAA) on a variety of legal and policy issues involving the convergence of the internet, telecommunications, and electronic commerce to define and shape public policy in the

United States and Europe.

- Appointed by the European Commission as the only transatlantic subject matter expert on the European Commission Internet of Things expert group representing ITAA and the European American Business Council.

President and Senior Fellow, 2006

The Progress and Freedom Foundation

- Managed staff of fifteen, grew corporate support, and increased visibility for the \$3 million telecom think tank expanding technology company membership.
- Frequent speaker on innovative and transformative technologies to groups such as the National Academy of Science, Aspen Summit, and the European Commission.

United States Department of Commerce, 2004-2005

Chief Privacy Officer and Deputy Assistant Secretary for Technology Policy

- Created internal privacy practices and formulated White House technology policy.
- Managed staff of 12 policy analysts with a \$3 million budget.
- Worked closely with the Secretary, Deputy Secretary, General Counsel, Chief Information Officer, and bureau Under Secretary's to establish departmental privacy practices.
- Served as Co-Chair of the Federal Radio Frequency Identification Working Group.
- Represented the Department of Commerce on a broad range of privacy and cybersecurity matters at numerous fora including the Organization for Economic Cooperation and Development, European Commission, Asia Pacific Economic Conference, the National Press Club, Congressional Internet Caucus, and the International Association of Privacy Professionals.
- Conducted numerous press interviews with a broad range of publications including, among others, the Wall Street Journal, National Journal, and the Bureau of National Affairs.

Federal Trade Commission, 1998-2003

Chief of Staff and Senior Policy Advisor to Commissioner Orson Swindle

- Principal policy counselor to the Commissioner on various consumer protection matters with specific emphasis on privacy, cybersecurity, and international organizations.
- Responsible for policy planning and legislative and communication strategies.
- Established, maintained, and strengthened relationships with CEOs, Members of Congress, key committee and leadership staff, the White House, federal departments, Washington corporate representatives, financial services and industry trade associations, think tanks and other third party groups.
- Appointed to represent the United States to revise the 2002 OECD Security Guidelines for Information Systems and Networks which led to the inaugural White House Cybersecurity Strategy in 2003.

KPMG, 1996-1997

Manager of Government Affairs

- Provided policy advice on securities litigation reform legislation and political risk management strategy to senior firm leadership.
- Served as the Assistant Secretary/Treasurer of the Peat Marwick PAC and doubled revenues from \$400,000 to \$800,000 during tenure.

State of Illinois Washington, D.C. Office, 1989-1995

Deputy Director

- Designated as Illinois' single point of contact with the U.S. Trade Representative on trade policy during the North American Free Trade Agreement and the creation of the World Trade Organization.
- Developed National Governor's Association trade and economic development agenda.

United States Department of Commerce, 1987-1988

Director of Congressional Relations, Economic Development Administration

- Directed, planned and executed congressional relations for the agency with a \$250 million budget and made all grant announcements.

United States Senate/United States House of Representatives, 1985-1986

Legislative Assistant to Senator John P. East and Rep. Frank R. Wolf

Education

Bachelor of Science, Political Science
James Madison University, Harrisonburg, Virginia, 1984

Awards/Advisory Boards/Appointments

- James Madison University, John B. Noftsinger Alumni Award, 2016
- 2016 Cyber Scoop Innovator and Entrepreneur Award
- The Lares Institute, Senior Fellow, 2011-current
- EU-US Trade and Technology Dialogue (TTD), US lead, May 2021-current
- EU Track-Star Digital Economy Working Group, Chair, 2021-2022
- European Commission, Internet of Things Expert Group. 2009-2012
- James Madison University, EU Policy Lecturer, Florence, Italy, 2014-current
- James Madison University Advisory Boards
 - Institute For Cyber Infrastructure & Information Assurance, 2001-2011
 - Political Science Alumni Board, founding member, 2012-2017
 - European Policy Studies Board, founding member, 2018-2022

- Department of Commerce, Internet of Things Advisory Committee, Vice Chair, 2023-current
- USTR and Commerce Trade Policy advisor to ITAC-6, 2011-2016
- Department of Homeland Security Data Privacy Advisory Committee, 2007-2011
- Intel Corporation Privacy Advisory Board, 2006-2010
- Founding Chairman, National Cyber Association, Privacy Advisory Board, 2012-2018
- Waggener Edstrom Public Affairs Global Advisory Board, 2007-2010
- Internet Governance Forum Internet of Things Dynamic Coalition, Co-Chair, 2012-current

Charles Love

Ranson, WV 25438

Mobile: 937-213-1652

Email: charlesrlove1719@gmail.com

Date: August 6, 2024

Edwina Benites-LM

Jefferson County Commission

PO Box 250

Charles Town, WV 25414

Dear Edwina & Members of the Jefferson County Commission,

I am writing to express my interest in serving on one of the following advisory boards: the Region 9 – Eastern Panhandle Regional Planning and Development Council, the Jefferson County Board of Health, or the Jefferson County Development Authority. While I am interested in contributing to all three, I am seeking to serve on one board where my skills and experience can be most beneficial to the community.

During my ongoing tenure with the Department of Energy's Office of Environmental Management, I have been actively engaged with various advisory boards and stakeholders to facilitate decision-making processes that balance environmental and community concerns. My current role with the Environmental Management Site-Specific Advisory Board (EM SSAB) provides me with a strong understanding of how to navigate complex regulatory landscapes, ensuring compliance with federal guidelines while addressing local community needs. I believe this experience would be valuable in serving on the Region 9 Planning Council, where long-term regional planning and development are crucial.

In addition to my work in environmental management, my experience in public health policy, particularly in managing projects related to environmentally impacted communities, aligns well with the responsibilities of the Jefferson County Board of Health. My background has equipped me with the knowledge to address public health concerns through strategic planning and data-driven decision-making. I am particularly interested in contributing to the board's efforts in mitigating environmental health risks and improving the overall health outcomes for our community.

Furthermore, my experience working in Portsmouth, OH, where I frequently interacted with the Southern Ohio Diversification Initiative, has given me a unique perspective on local economic development and community engagement. I understand the importance of sustainable development and the need for innovative approaches to economic challenges.

I am eager to bring this perspective to the Jefferson County Development Authority to help drive initiatives that promote economic growth, job creation, and the overall prosperity of Jefferson County.

I am enthusiastic about the opportunity to serve on an advisory board and to contribute my skills and experience to the betterment of Jefferson County. Thank you for considering my application. I look forward to the possibility of working with you and other members of our community to achieve our shared goals.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Love". The signature is fluid and cursive, with a prominent initial "C" and a long, sweeping tail.

Charles Love

CHARLES LOVE

Ranson, WV 25438, United States
Mobile: 937-213-1652 | charleslove1719@gmail.com

Citizenship: USA | Veterans Preference: None
Clearance: Willing to Obtain | Availability: Immediate | Job Type: Permanent, Full-Time, Remote/Remote Restricted

SUMMARY OF QUALIFICATIONS

Highly accomplished and performance-driven professional with comprehensive experience orchestrating, managing, and executing key projects and initiatives in support of federal agencies, including the Department of Energy. Adept at leveraging a unique blend of expertise encapsulating strategic thinking, analytical prowess, and interpersonal ability to drive cross-functional collaboration and achieve organizational objectives. Impressive track record of successfully navigating regulatory landscapes and ensuring compliance with federal guidelines. Instrumental in facilitating data-driven decision-making to optimize resource allocation and streamline project outcomes in deadline-driven environments. Recognized for conducting thorough program evaluations to provide critical insights and recommendations aimed at enhancing impact and outcomes in ongoing initiatives. Driven to support senior management with strategic decision-making, process optimization, and organizational growth.

Areas of Expertise: Program Management, Strategic Planning & Execution, Stakeholders Engagement, Risk Management

KEY VALUE OFFERINGS

- Proficient in selecting and applying appropriate program evaluation, planning, and measurement techniques to assess the effectiveness of policies by employing rigorous evaluation frameworks and methodologies.
- Extensively knowledgeable in written communications, demonstrating expertise in crafting comprehensive policy reports, briefs, and memos, by synthesizing complex information and providing evidence-based recommendations.
- Skilled in managing, planning, organizing, and directing multiple complex processes related to ongoing projects and initiatives by coordinating and overseeing project timelines, resources, and stakeholders.
- Experienced in leveraging strong communication skills to convey complex information to diverse stakeholders by employing clear and concise language and robust presentation skills.

SIGNATURE SKILLS

- | | | |
|--------------------------|--------------------------|-----------------------------|
| • Project Coordination | • Acquisition Strategies | • Contracts Closure |
| • Management Consultancy | • FACA Compliance | • Quality Assurance |
| • Administrative Support | • Process Improvement | • Documentation & Reporting |
| • Trends & Data Analysis | • Audit Readiness | • New Initiatives Support |

WORK HISTORY

Office of Environmental Management
Department of Energy
Washington, DC, United States
Full-Time, Hours Per Week: 40

8/2023 – Present
GS-09

MANAGEMENT AND PROGRAM ANALYST

Duties, Accomplishments, and Related Skills:

STAKEHOLDER ENGAGEMENT: Engaged in policy analysis, enhancing administrative processes and stakeholder engagement within DOE-EM-2.22 Intergovernmental and Stakeholder Programs Office. Supported the Environmental Management Site-Specific Advisory Board (EM SSAB) and its eight chapters across the United States as well as the EM Advisory Board (EMAB). Assisted EM SSAB and EMAB Designated Federal Officer (DFO) in implementing Advisory Board recommendations, facilitating future EM SSAB Chair's meetings. Aided in policy procedure analysis, responding to the EM SSAB Chair's Recommendations for informed DOE-EM decision-making.

FACA COMPLIANCE: Adhered to Federal Advisory Committee Act (FACA) guidelines and procedures, ensuring compliant and transparent advisory board operations. Supported the EM SSAB and the EMAB in adhering to FACA regulations during decision-making processes. Ensured FACA compliance in stakeholder engagement efforts, maintaining transparency and legality. Collaborated with colleagues to navigate complex FACA regulations, ensuring accurate execution.

DATA ANALYSIS: Developed and presented operational data to EM SSAB DFO, facilitating stakeholder communication. Analyzed operational data to provide insights for improved decision-making within DOE-EM-2.22. Collaborated with stakeholders to interpret

Charles Love, Resume
Page 2 of 5

operational data, facilitating mutual understanding. Assisted in operational data collection, contributing to comprehensive stakeholder reports and communications.

WEBSITE DESIGN AND COORDINATION: Acted as the Subject Matter Expert (SME) and Point of Contact (POC) for website updates for the EM Intergovernmental and Stakeholder Programs Office, spearheading digital communication strategies to enhance stakeholder engagement.

KEY ACCOMPLISHMENTS:

- Elevated stakeholder engagement, fostering collaboration between DOE-EM and stakeholders during EM SSAB meetings as the Federal Coordinator for the EM SSAB.
- Ensured FACA compliance, facilitating organized FACA-required public hearings while adhering to guidelines.
- Amplified communication impact by crafting compelling materials and conveying DOE-EM initiative outcomes to key stakeholders.
- Served as the acting Federal Coordinator for the Environmental Management Advisory Board (EMAB) for 6 months, leading cross-functional teams and facilitating critical advisory processes to support strategic decision-making.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to facilitate communication between various government agencies and external stakeholders.
- Well-versed in environmental policies and regulations related to waste management and cleanup.
- Excel in conducting research and analysis to support the development of program strategies.
- Capability to organize and coordinate meetings, workshops, and presentations for diverse audiences.
- Competency in collecting, organizing, and interpreting data to track program performance and outcomes.
- Talent to assist in the preparation of reports, documents, and presentations for senior staff and stakeholders.
- Mastery of utilizing communication tools and platforms to maintain effective information exchange.
- Ability to adapt to evolving priorities and work collaboratively within a multidisciplinary team.
- Knowledgeable in maintaining up-to-date records and documentation for program activities and progress.

Okay to contact this Supervisor: Yes | Supervisor: Joceline Nahigian (Contact: 301-250-3409)

Office of Environmental Management
Department of Energy
(Through Oak Ridge Institute of Science and Education - ORISE)
Washington, DC, United States
Full-Time, Hours Per Week: 40

06/2023 – 08/2023

INTERGOVERNMENTAL AND STAKEHOLDER PROGRAMS INTERN

Duties, Accomplishments, and Related Skills:

PROCESS IMPROVEMENT: Reviewed, distributed, and posted EM SSAB Chair's meeting minutes on DOE-EM websites, modifying administrative processes. Implemented corrective actions from administrative reviews, producing and editing public-facing documents and presentations. Wrote and reviewed documentation related to EM SSAB, ensuring accuracy and compliance. Tracked task progress and took meeting minutes, ensuring streamlined operations and communication.

DATA ANALYSIS: Developed and presented operational data to EM SSAB DFO, facilitating stakeholder communication. Analyzed operational data to provide insights for improved decision-making within DOE-EM-2.22. Collaborated with stakeholders to interpret operational data, facilitating mutual understanding. Assisted in operational data collection, contributing to comprehensive stakeholder reports and communications.

KEY ACCOMPLISHMENTS:

- Elevated stakeholder engagement, fostering collaboration between DOE-EM and stakeholders during EM SSAB meetings.
- Optimized administrative processes and significantly reduced time to review and disseminate meeting minutes.
- Improved decision-making by analyzing procedures and delivering informed responses to the EM SSAB Chair's Recommendations.
- Amplified communication impact by crafting compelling materials and conveying DOE-EM initiative outcomes to key stakeholders.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to facilitate communication between various government agencies and external stakeholders.
- Knowledgeable in project management principles and practices for overseeing intergovernmental initiatives.
- Excel in conducting research and analysis to support the development of program strategies.
- Capability to organize and coordinate meetings, workshops, and presentations for diverse audiences.

Charles Love, Resume
Page 3 of 5

- Competency in collecting, organizing, and interpreting data to track program performance and outcomes.
- Talent to assist in the preparation of reports, documents, and presentations for senior staff and stakeholders.
- Knowledgeable in maintaining up-to-date records and documentation for program activities and progress.

Okay to contact this Supervisor: Yes | Supervisor: Joceline Nahigian (Contact: 301-250-3409)

Enterprise Technical Assistance Services
Piketon, OH, United States
Full-Time, Hours Per Week: 40

10/2020 – 08/2023

PUBLIC AFFAIRS SPECIALIST

Duties, Accomplishments, and Related Skills:

COORDINATION & ENGAGEMENT: Orchestrated weekly public affairs meetings to bridge communication gaps between contractors and DOE, facilitating transparent information exchange. Coordinated presentations and work plans, amplifying stakeholder engagement through effective interactions with DOE and the Portsmouth Site-Specific Advisory Board. Collaborated with the public affairs team to organize quarterly public meetings, fostering community engagement and open dialogue.

DOCUMENT CONTROL: Controlled, reviewed, and created essential documents to facilitate seamless land transfer to SODI, ensuring full regulatory compliance. Demonstrated meticulousness in updating and disseminating project tracking documents, empowering data-driven decision-making. Assessed contractor invoices for Real Property Transfer and Regulatory Documents, ensuring quality and accuracy for DOE's final review. Provided prepared submissions and financial data for DOE's final review of documents.

NEW INITIATIVES SUPPORT: Aided Property Transfer team in supporting Ohio University and DOE's PORTS Future Grant initiatives, facilitating community growth through strategic collaboration. Provided vital support to DOE in hosting educational outreach programs and insightful site tours, promoting community understanding and collaboration. Supported Ohio University and DOE in PORTS Future Grant initiatives, promoting community growth and sustainable development. Played a key role in supporting Ohio University and DOE in PORTS Future Grant initiatives, facilitating community growth and sustainable development through strategic collaboration.

COMMUNICATION ENHANCEMENT: Amplified stakeholder engagement and operational effectiveness by lending expertise in presentation development and scheduling coordination. Collaborated closely with DOE and SSAB, lending expertise in presentation development and scheduling coordination to amplify stakeholder engagement. Reviewed contractor article submissions for the EM Newsletter, ensuring content quality and accuracy through insightful comments.

PROPERTY TRANSFER: Assisted the Property Transfer team by creating, reviewing, and controlling essential documents, ensuring seamless land transfer to SODI while complying with regulations. Led interactions with web development contractors in crafting PortsDemo.com, providing public access to real-time air monitoring data and insights into demolition activities.

KEY ACCOMPLISHMENTS:

- Recognized for receiving multiple letters of commendation from ETAS management, commending outstanding achievements in facilitating property transfer, coordinating National EM SSAB chairs meetings, and delivering support to DOE initiatives.
- Orchestrated seamless communication between contractors and the Department of Energy (DOE), ensuring productive weekly public affairs meetings and transparent information exchange to facilitate efficient project coordination.
- Spearheaded the creation and launch of PortsDemo.com, a public-facing website offering real-time air monitoring data and insights into demolition activities, enhancing public access to crucial information and bolstering community engagement.
- Drove successful educational outreach programs and site tours in collaboration with DOE, fostering increased community understanding, active participation, and collaboration while promoting sustainable development goals.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to effectively communicate complex technical information to a diverse audience.
- Well-versed in crafting persuasive narratives for public dissemination.
- Knowledgeable in utilizing various media platforms for strategic messaging.
- Excel in crisis communication and managing public perception during challenges.
- Capability to analyze public sentiment and adjust communication strategies accordingly.
- Competency in coordinating events and campaigns to promote technical assistance services.
- Talent to collaborate with cross-functional teams to align messaging with organizational goals.
- Mastery of creating engaging content, including press releases, articles, and social media posts.
- Ability to monitor and respond to public inquiries and feedback promptly.
- Well-versed in monitoring industry trends to provide timely and relevant public affairs guidance.

Okay to contact this Supervisor: Yes | Supervisor: Yvette Cantrell (Contact: 865-405-3199)

Charles Love, Resume
Page 4 of 5

Fluor-BWXT Portsmouth
Piketon, OH, United States
Full-Time, Hours Per Week: 40

06/2019 – 08/2019

SUB-CONTACTS INTERN

Duties, Accomplishments, and Related Skills:

CONTRACT CLOSURE: Processed contract closures while strictly adhering to Federal Acquisition Regulation (FAR) guidelines. Managed smooth closure of completed contracts, aligning with FAR guidelines and compliance standards. Played a key role in facilitating successful audits by the Defense Contract Audit Agency (DCAA) through meticulous contract closure processing. Assisted Fluor-BWXT Contract Management by processing contract closures, ensuring readiness for DCAA audit.

FUND DE-OBLIGATION: Executed de-obligation of funds from completed contracts while adhering to Federal Acquisition Regulation (FAR) protocols. Ensured accurate fund de-obligation by aligning with FAR guidelines and compliance standards for finished contracts. Supported Fluor-BWXT Sub-Contract Management in de-obligating funds during preparations for the DCAA audit.

AUDIT SUPPORT: Provided valuable support in preparing for a successful Defense Contract Audit Agency (DCAA) audit by ensuring comprehensive compliance. Supported Fluor-BWXT Sub-Contract Management in audit readiness, ensuring adherence to compliance requirements and effective engagement during DCAA audit.

KEY ACCOMPLISHMENTS:

- Enhanced efficiency of contract closure procedures, reducing processing time and ensuring adherence to industry regulations.
- Managed fund de-obligation from completed contracts while minimizing financial discrepancies and maintaining compliance.
- Played a pivotal role in preparing essential documentation and procedures, contributing to the successful completion of rigorous audits.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Capability to collaborate on multidisciplinary projects within the Fluor-BWXT Portsmouth framework.
- Competency in data analysis and proficient use of relevant software tools.
- Knowledgeable in project documentation and record-keeping practices.
- Mastery of technical writing for effective communication within the team.
- Ability to adapt and learn quickly in a dynamic industrial environment.
- Talent to assist in process optimization and efficiency enhancement initiatives.
- Excel in researching to support the development of innovative solutions.
- Knowledgeable in quality control procedures to ensure adherence to project standards.

Okay to contact this Supervisor: Yes | Supervisor: Brady Barnhart (Contact: 740-897-2146)

Shawnee State University
Portsmouth, OH, United States
Full-Time, Hours Per Week: 40

08/2017 – 05/2020

STUDENT EMPLOYEE & RESIDENT ASSISTANT

Duties, Accomplishments, and Related Skills:

RESIDENT SUPPORT: Guided and mentored on-campus residents, fostering a supportive and inclusive community. Resolved conflicts among residents while enforcing housing policies to maintain a harmonious living environment. Led engaging community-building activities aimed at enhancing residents' sense of belonging and interaction. Ensured the safety of residents by being vigilant and responsive to any security concerns.

ADMISSIONS GUIDANCE: Assisted prospective students and families by providing detailed information about programs, campus facilities, and admission requirements. Aided admissions team by assisting in coordinating various events and managing logistical aspects. Supported admissions team with administrative tasks, including file management and handling correspondence. Conveyed essential program details and prerequisites to prospective students and assisted with making informed decisions.

HR COORDINATION: Engaged in coordinating various HR processes, ensuring smooth onboarding and offboarding of employees. Assisted in managing employee files, contributing to organized and accessible record-keeping. Gained valuable insights into HR operations, contributing to a broader understanding of HR practices. Played a key role in enhancing documentation practices, contributing to more efficient and streamlined HR processes.

KEY ACCOMPLISHMENTS:

Charles Love, Resume
Page 5 of 5

- Developed, planned, and successfully executed a wide range of educational, social, and recreational programs catering to a diverse group of over 40 students, fostering engagement and a sense of community.
- Eased transition of new residents into university and residence life by providing personalized assistance and guidance, contributing to a smoother adjustment process for incoming students.
- Successfully completed three consecutive year-long work-study programs, showcasing consistent dedication and commitment to professional growth and development.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to effectively communicate and engage with diverse groups of students and residents.
- Well-versed in promoting a positive and inclusive living environment within university residences.
- Knowledgeable in addressing and resolving conflicts among students and maintaining a harmonious community.
- Excel in organizing and executing educational and social programs to foster student engagement and personal development.
- Talent to lead and facilitate group discussions, workshops, and training sessions for personal and community growth.
- Ability to respond promptly to emergencies, provide assistance, and follow appropriate protocols.
- Well-versed in collaborating with university staff and faculty to enhance student experience and residential life.

Okay to contact this Supervisor: Yes | Supervisor: Sthefany Thomas (Contact: 813-469-0465)

EDUCATION

Master of Business Administration (MBA), Western Governors University, Salt Lake City, UT, 03/2024

Bachelor of Science in Business, Management, Shawnee State University, Portsmouth, OH, 05/2020

High School Diploma, Ripley-Union-Lewis-Huntington High School, Ripley, OH, 05/2016

SOFTWARE & OPERATING SYSTEMS

Microsoft Office Suite (Excel, Outlook, PowerPoint, Word)

AFFILIATIONS

Steward, National Treasury Employees Union (NTEU) | 08/2024-Present

SPECIALIZED SKILLS AND KNOWLEDGE

Analytical Methods & Techniques: Apply sophisticated analytical methods and techniques to analyze policy data and generate evidence-based insights. Utilize advanced statistical analysis to assess the impact of policies on the public. Employ data visualization tools to effectively communicate complex analytical findings to key stakeholders.

Program Evaluation Techniques: Conduct comprehensive program evaluations to assess the effectiveness and efficiency of new initiatives. Develop and implement rigorous evaluation frameworks and methodologies to measure the impact of energy-related projects. Utilize qualitative and quantitative research methods to evaluate outcomes and cost-effectiveness. Collaborate with multidisciplinary teams to design and execute evaluations, ensuring accurate data collection and analysis.

Oral Communication: Present research findings and policy recommendations to diverse audiences, including policymakers, stakeholders, and community groups. Deliver compelling and concise oral presentations at conferences, workshops, and meetings. Collaborate with colleagues to develop effective communication strategies for disseminating policy information.

Legislative & Budgetary Processes: Monitor and analyze legislative proposals to assess potential impact on programs and policies. Provide expert guidance on legislative matters and contribute to the development of policy briefs and reports. Assist in preparing and justifying budget requests, ensuring alignment with strategic priorities and program goals. Collaborate with cross-functional teams to advocate for adequate funding and resources for public initiatives.

Written Communication Knowledge: Prepare comprehensive reports and policy briefs, conveying complex policy concepts and recommendations clearly and concisely. Draft official correspondence, including letters, memoranda, and emails, to communicate with internal and external stakeholders. Develop written materials, such as press releases and fact sheets, to effectively disseminate policy information to the public.

Complex Process Management: Manage and oversee multiple complex processes related to policy development, implementation, and evaluation. Plan and coordinate activities of interdisciplinary teams, ensuring timely execution and alignment with project goals. Organize and prioritize tasks, resources, and timelines to ensure efficient workflow and successful project completion. Direct and guide stakeholders through complex processes, providing expertise and facilitating collaboration to achieve goals.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Elizabeth Wheeler

Department or Organization: Jefferson County Farmland Protection Board

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **August 15, 2024**

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

Date Requested – 2nd Choice:

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

The attached Deed of Easement for Property 2024-02 has been approved by the Jefferson County Farmland Protection Board and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The easement is ready to close. Funding is provided for the easement through the Jefferson County Farmland Protection Board. The 2024-02 easement is for 100 acres with a cost to the board of \$600,000. The landowner is donating \$107,700 of easement value.

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

Attached: Deed of Conservation Easement, Plat, Map of protected properties in Jefferson County showing the Property 2024-02 parcel colored red.

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*):

That the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program one conservation easement on the property in Jefferson County owned by Mr. Adam B. Link III (Property 2024-02).

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

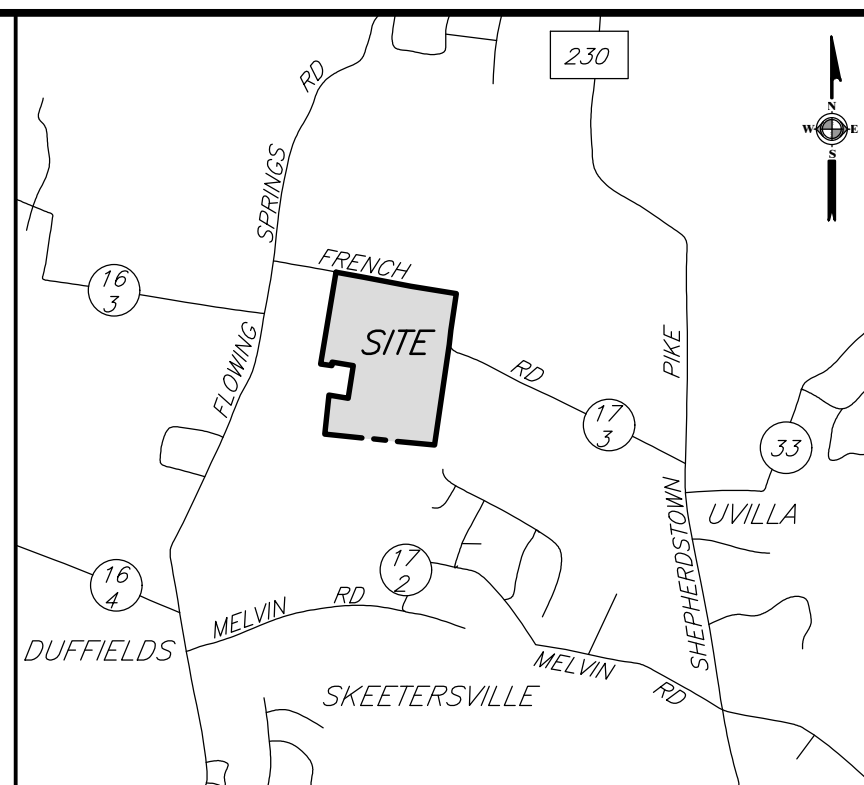
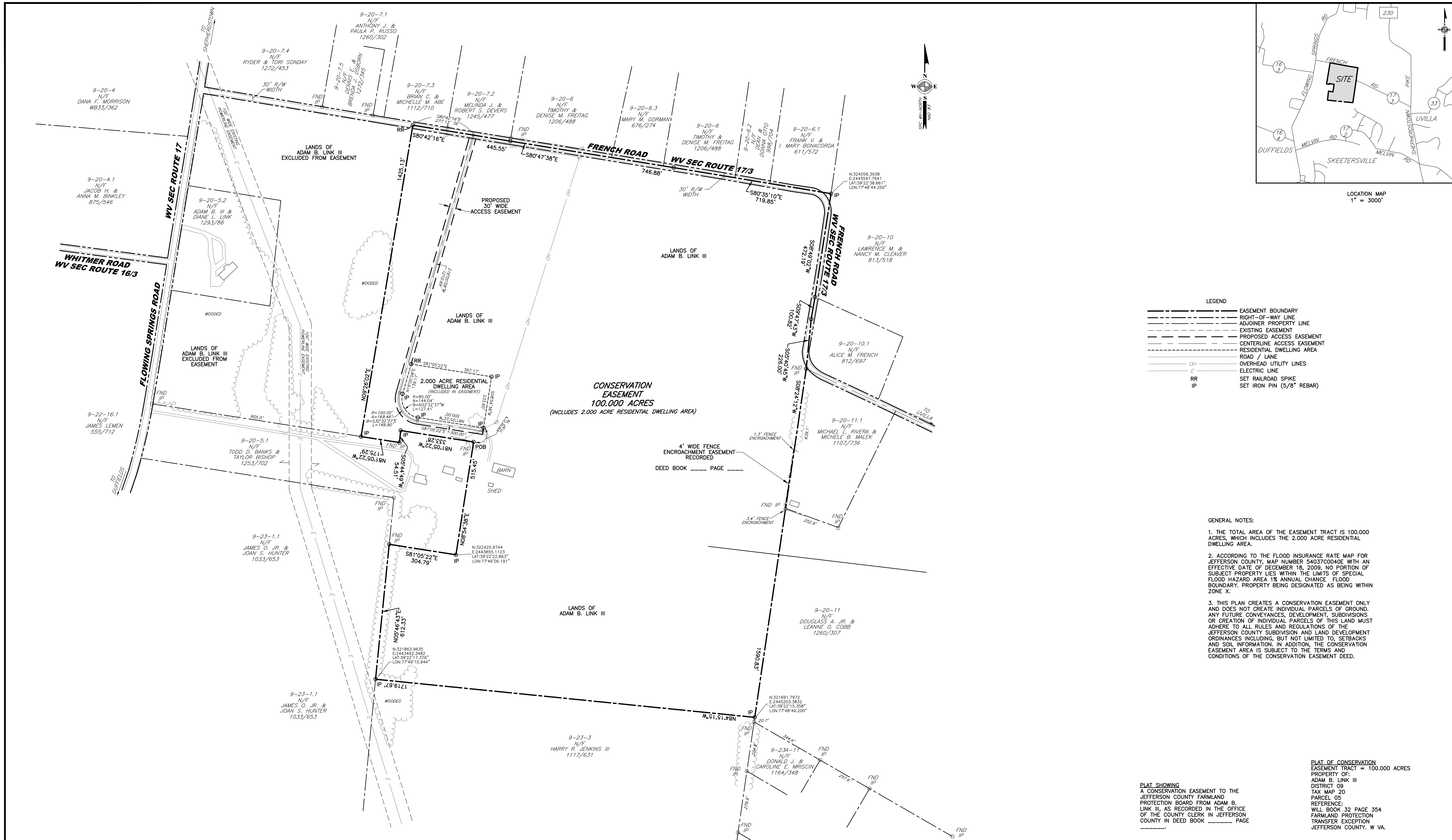
Contact information:

Email address: jefferson@wvfp.org

Phone Number: 304-724-1414

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



LEGEND

	EASEMENT BOUNDARY
	RIGHT-OF-WAY LINE
	ADJOINER PROPERTY LINE
	EXISTING EASEMENT
	PROPOSED ACCESS EASEMENT
	CENTERLINE ACCESS EASEMENT
	RESIDENTIAL DWELLING AREA
	ROAD / LAINE
	OVERHEAD UTILITY LINES
	ELECTRIC LINE
	SET RAILROAD SPIKE
	SET IRON PIN (5/8\"/>

- GENERAL NOTES:**
1. THE TOTAL AREA OF THE EASEMENT TRACT IS 100,000 ACRES, WHICH INCLUDES THE 2,000 ACRE RESIDENTIAL DWELLING AREA.
 2. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, MAP NUMBER 540370040E WITH AN EFFECTIVE DATE OF DECEMBER 18, 2009, NO PORTION OF SUBJECT PROPERTY LIES WITHIN THE LIMITS OF SPECIAL FLOOD HAZARD AREA 1% ANNUAL CHANCE FLOOD BOUNDARY. PROPERTY BEING DESIGNATED AS BEING WITHIN ZONE X.
 3. THIS PLAN CREATES A CONSERVATION EASEMENT ONLY AND DOES NOT CREATE INDIVIDUAL PARCELS OF GROUND. ANY FUTURE CONVEYANCES, DEVELOPMENT, SUBDIVISIONS OR CREATION OF INDIVIDUAL PARCELS OF THIS LAND MUST ADHERE TO ALL RULES AND REGULATIONS OF THE JEFFERSON COUNTY SUBDIVISION AND LAND DEVELOPMENT ORDINANCES INCLUDING, BUT NOT LIMITED TO, SETBACKS AND SOIL INFORMATION. IN ADDITION, THE CONSERVATION EASEMENT AREA IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONSERVATION EASEMENT DEED.

PLAT SHOWING
 A CONSERVATION EASEMENT TO THE
 JEFFERSON COUNTY FARMLAND
 PROTECTION BOARD FROM ADAM B.
 LINK III, AS RECORDED IN THE OFFICE
 OF THE COUNTY CLERK IN JEFFERSON
 COUNTY IN DEED BOOK _____ PAGE _____

**PLAT OF CONSERVATION
 EASEMENT TRACT = 100,000 ACRES**
 PROPERTY OF:
 ADAM B. LINK III
 DISTRICT 09
 TAX MAP 20
 PARCEL 05
 REFERENCE:
 WILL BOOK 32, PAGE 354
 FARMLAND PROTECTION
 TRANSFER EXCEPTION
 JEFFERSON COUNTY, W. VA.

PROJECT NO.:	3964-13
FILE NAME:	3964-13 EASE.DWG
DATE:	2-26-2024
DESIGNED BY:	X
DRAWN BY:	JSE
CHECKED BY:	AHE
1	

KELLER ENGINEERS, INC.
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 WRITTEN PERMISSION AND
 CONSENT OF
 KELLER ENGINEERS, INC.

CONSERVATION EASEMENT
 DESIGNED BY
 JEFFERSON COUNTY FARMLAND PROTECTION BOARD
 ON LANDS OF
 ADAM B. LINK III

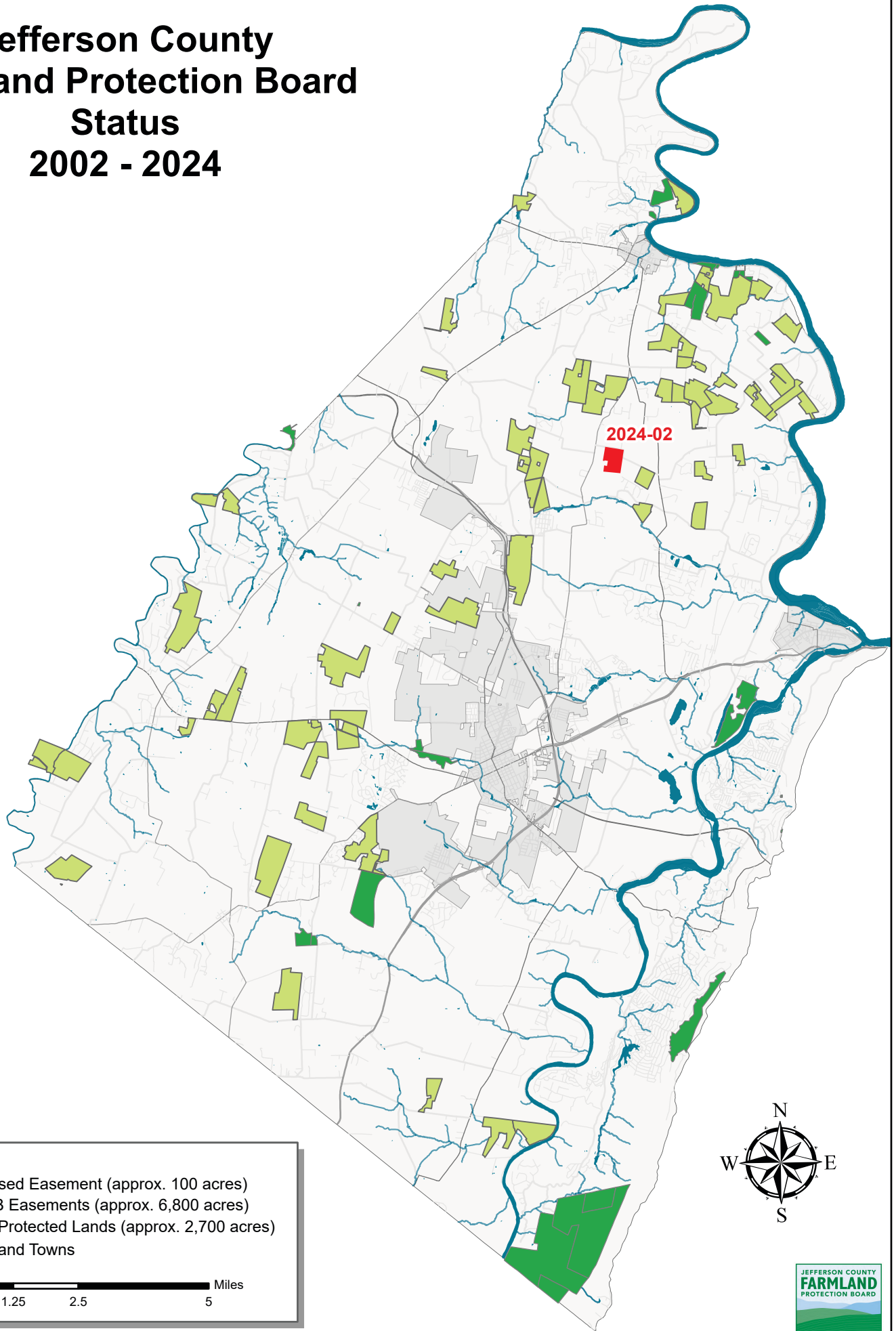
SHEPHERDSTOWN DISTRICT, JEFFERSON COUNTY
 WEST VIRGINIA





8-26-24 AHE	FENCE ENCROACHMENT EASEMENT
8-10-24 AHE	REVIEW COMMENTS
DATE & INITIALS	REVISION DESCRIPTION
SCALE:	200' 0' 200'
1"=200'	

420 Allegheny Street
 Hollidaysburg, PA 16648
 P:(814) 696-7430
 www.keller-engineers.com

CIVIL • STRUCTURAL • SURVEY

Jefferson County Farmland Protection Board Status 2002 - 2024

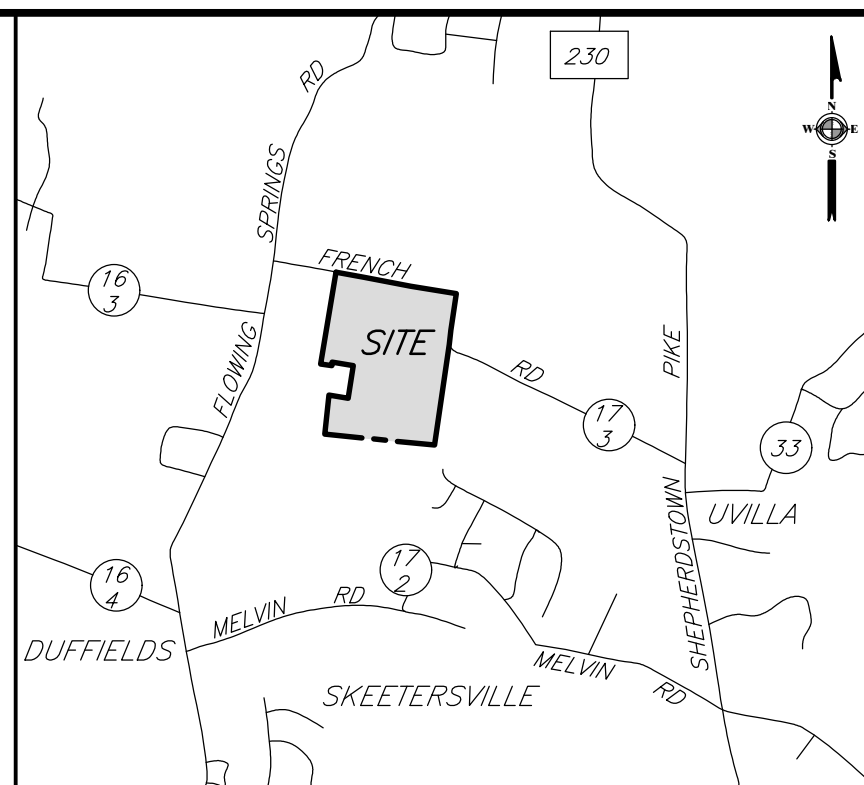
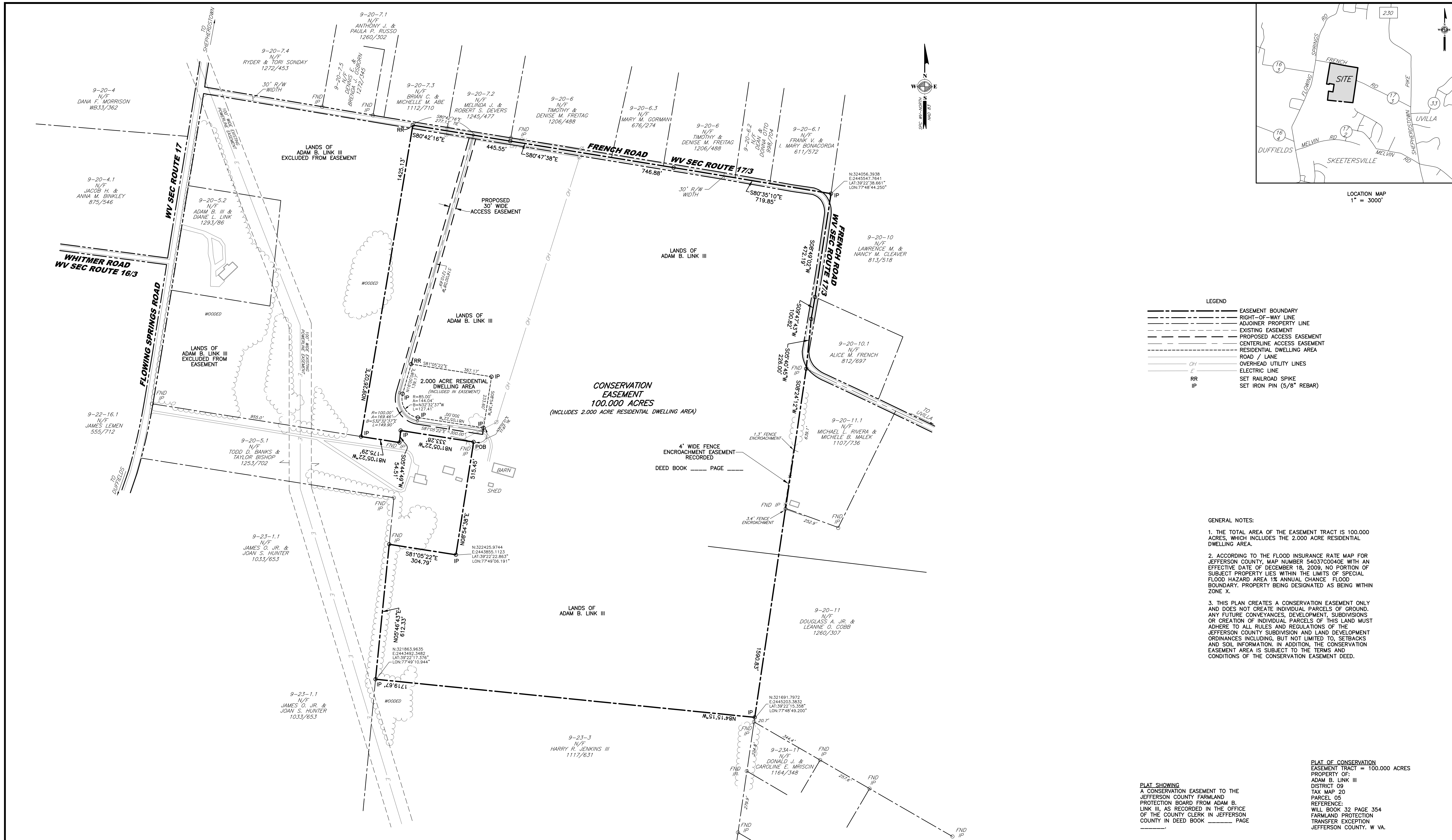


-  Proposed Easement (approx. 100 acres)
-  JCFPB Easements (approx. 6,800 acres)
-  Other Protected Lands (approx. 2,700 acres)
-  Cities and Towns

0 1.25 2.5 5 Miles



Map Created: 8/7/2024



LEGEND

---	EASEMENT BOUNDARY
---	RIGHT-OF-WAY LINE
---	ADJOINER PROPERTY LINE
---	EXISTING EASEMENT
---	PROPOSED ACCESS EASEMENT
---	CENTERLINE ACCESS EASEMENT
---	RESIDENTIAL DWELLING AREA
---	ROAD / LAKE
---	OVERHEAD UTILITY LINES
---	ELECTRIC LINE
RR	SET RAILROAD SPIKE
IP	SET IRON PIN (5/8" REBAR)

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 A CONSERVATION EASEMENT TO THE
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**PLAT OF CONSERVATION
 EASEMENT TRACT = 100.000 ACRES**
 PROPERTY OF:
 ADAM B. LINK III
 DISTRICT 09
 TAX MAP 20
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CONSERVATION EASEMENT
 DESIGNED BY
JEFFERSON COUNTY FARMLAND PROTECTION BOARD
 ON LANDS OF
ADAM B. LINK III
 SHEPHERDSTOWN DISTRICT, JEFFERSON COUNTY
 WEST VIRGINIA

8-26-24 AHE	FENCE ENCROACHMENT EASEMENT
8-10-24 AHE	REVIEW COMMENTS
DATE & INITIALS	REVISION DESCRIPTION
SCALE:	200' 0' 200'
1"=200'	

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DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("Easement" or "Conservation Easement") is dated _____, 2024, to be effective as of the Effective Date (hereinafter defined), by and between **ADAM B. LINK III** having an address at 6158 Flowing Springs Road, Shenandoah Junction, WV 25442 ("Grantor"), and the **JEFFERSON COUNTY FARMLAND PROTECTION BOARD** ("Grantee" or "JCFPB") having its mailing address at PO Box 731, Charles Town, WV 25414. For purposes of this Easement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this Easement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 127.15 acres, more or less (the "Property"), and more particularly described in a deed of record in the office of the Clerk of the County Commission, Jefferson County, West Virginia, in Will Book 32, Page 354.

WHEREAS, Grantor has conveyed a temporary personal and exclusive easement to Michael L. Rivera and Michelle B. Rivera AKA Michele B. Malek, Grantees, for the purpose of Grantees retaining their current fence line across a portion of Grantor's property, described in a deed of record in the office of the Clerk of the County Commission, Jefferson County, West Virginia, in Deed Book _____, Page _____.

WHEREAS, Grantor desires to convey a conservation easement to Grantee on a portion of the Property consisting of 100 acres of land, more or less (the "Protected Property"), which is more particularly described by metes and bounds on Exhibit A attached hereto and incorporated herein by this reference, and which is shown on that certain plat titled "Conservation Easement desired by the Jefferson County Farmland Protection Board on Lands of Adam B. Link III" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia (the "Clerk's Office") in Plat Book _____, at Page _____ and incorporated herein by this reference (the "Farmland Protection Plat").

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

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

WHEREAS, Grantor and Grantee have the exclusive common purpose of preserving the agriculture and open space character of the Protected Property, and intend this DEED OF CONSERVATION EASEMENT to be a "qualified conservation contribution" under Section

DEED OF CONSERVATION EASEMENT

170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code");

WHEREAS, Grantor further intends, as owner of the Protected Property, and with this Conservation Easement that encumbers all 100 acres, more or less, of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the state of West Virginia;

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

WHEREAS, the importance of the Protected Property to the State of West Virginia and Jefferson County is being confirmed by JCFPB's payment of \$600,000 toward the acquisition of this Conservation Easement by JCFPB;

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

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

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

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

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

DEED OF CONSERVATION EASEMENT

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

WHEREAS, accordingly, protection of the Protected Property is pursuant to clearly delineated federal, state, and local governmental conservation policies, and will yield a significant public benefit, and therefore this Easement meets the requirements of Section 170(h)(4)(a)(iii)(II) of the Code; and

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

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

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

I. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to Grantor and to Grantor's personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantee:

1. Use and Quiet Enjoyment. Grantor has the right to reside on the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantor has the right to engage in any and all personal recreational uses of the Protected Property, including, but not limited to, hiking, touring, swimming, camping, biking, hunting

DEED OF CONSERVATION EASEMENT

and fishing, that require no development of the land and are consistent with the Conservation Values.

2. **Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Protected Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Protected Property are permitted. Any secondary agricultural activity, including, but not limited to, farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

3. **Agricultural Structures.** Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property. Agricultural structures shall be limited by the maximum square footage as described in *Terms, Conditions and Restrictions - Maximum Impervious Surface Coverage*.

4. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Protected Property that are supportive and agriculturally compatible may be established on the Protected Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products.

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

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

DEED OF CONSERVATION EASEMENT

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

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

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

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

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

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

DEED OF CONSERVATION EASEMENT

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

The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of the existing residential building on the Protected Property.

9. Subdivision. It is the intention of Grantor to protect the open space values of the Protected Property. Accordingly, subdivision of the Protected Property is prohibited except the single residential dwelling permitted above in *Terms, Conditions and Restrictions – Residential Dwellings*, may be subdivided to create the Residential Areas as described in Exhibit B, attached. The Residential Areas may not be conveyed separately from the remainder of the Protected Property.

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

- (a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of storm water directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.
- (b) See *Terms, Conditions and Restrictions - Residential Dwellings (b) & (c)* for residential impervious surface limits.
- (c) The total surface coverage of the Protected Property by all impervious surfaces, including all single residential dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways and parking areas, shall not exceed 87,120 square feet, which is less than two percent (2%) of the total Conservation Easement area.

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

12. Management of Woodland Resources. Easement property with contiguous forest that exceeds the greater of forty (40) acres or twenty percent (20%) of the easement area will have a Forest Management Plan. The agricultural use of timber and woodland

DEED OF CONSERVATION EASEMENT

products on the Protected Property is permitted under a current forest management plan subject to approval by the Grantee.

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

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

- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Deed of Easement;
- (c) removal of trees for the maintenance or the improvement to existing pastures or fence lines as noted in the baseline documentation;
- (d) removal of invasive species both plant and insect; and
- (e) removal of storm-damaged trees.

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

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

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

15. Signs. Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements

DEED OF CONSERVATION EASEMENT

and billboards of any nature are prohibited. The permitted signs may not exceed fifteen (15) square feet per sign.

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

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

18. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity, or which could alter natural water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the Protected Property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Protected Property shall be considered an agricultural use. Expansion and construction of ponds and structures shall be in accordance with the conservation plan and must have the consent of the Grantee. Farm ponds shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

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

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

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

DEED OF CONSERVATION EASEMENT

of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to *General Provision – Grantee’s Remedies*.

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

4. Grantee’s Remedies.

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

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

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

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

5. Acts beyond the Grantor’s Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor’s control including, without

DEED OF CONSERVATION EASEMENT

limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantee has the right to pursue enforcement action against the responsible parties.

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

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

8. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Protected Property or residence contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

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

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

"Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses,

DEED OF CONSERVATION EASEMENT

health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

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

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

11. Proceeds for Extinguishment. The conveyance of this Deed of Easement gives rise to a property right immediately vested in the Grantee. If circumstances arise in the future that render the purpose of this Deed of Easement impossible to accomplish, this Deed of Easement can only be terminated or extinguished, whether in whole or in part, upon approval by the Grantee or its successors and by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be an amount equal to the ratio of the appraised value of this Deed of Easement to the unrestricted fair market value of the Protected Property as these values are determined on the date of this Deed of Easement, or 75% of the net proceeds. The Grantor is entitled to 25% of the gross sale proceeds or condemnation award. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

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

12. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation at not less than the fair market value of the Protected Property determined without regard to the existence of the

DEED OF CONSERVATION EASEMENT

Easement if state law provides that the Grantor is entitled to the full proceeds from the taking without regard to the terms of this Deed of Easement. Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, shall notify the Grantee in writing, within fifteen (15) days of receipt of said notification.

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

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

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

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

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

To Grantor: Adam B. Link, III
6158 Flowing Springs Road
Shenandoah Junction, WV 25442

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

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

17. Recordation; Effective Date. This instrument shall be effective (the "Effective Date") when it has been delivered for recording to the Office of the Clerk of the County Commission with a date-stamped copy retained as proof of timely delivery. Grantee shall

DEED OF CONSERVATION EASEMENT

record this instrument in timely fashion with the Clerk of the County Commission of Jefferson County, West Virginia, and in no event not more than sixty (60) days after the Effective Date and may re-record it at any time as may be required to preserve its rights in this Easement.

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

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

19. Other Provisions.

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

(b) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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

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

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

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

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

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

DEED OF CONSERVATION EASEMENT

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

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

ADAM B. LINK, III

Signature

Date

SPOUSE:

DIANE L. LINK

Signature

Date

GRANTEE:

JEFFERSON COUNTY FARMLAND PROTECTION BOARD

Signature

Date

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF Jefferson, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **ADAM B. LINK, III.**

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF Jefferson, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **DIANE L. LINK.**

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF Jefferson, to-wit:

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

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

Exhibit A: Legal Description of Property Subject to Easement

Exhibit B: Residential Dwelling Area

DEED OF CONSERVATION EASEMENT

Exhibit A: Legal Description of Property Subject to Easement

Parcel Number: 05
Tax Map 20
District: Shepherdstown
County: Jefferson
State: West Virginia

All that certain piece or parcel of land lying and being situate in the Shepherdstown District of Jefferson County, West Virginia, being a portion of Tax Map 20, Parcel 05, and more particularly bounded and described as follows:

Farmland Conservation Easement Tract

Beginning at an existing iron pin at the common corner of lands now or formerly of Todd D. Banks & Taylor Bishop; thence along the Banks and Bishop land NORTH 81 DEGREES 05 MINUTES 22 SECONDS WEST a distance of 333.28 FEET to an iron pin; thence along the same SOUTH 05 DEGREES 44 MINUTES 49 SECONDS WEST a distance of 54.51 FEET to an existing iron pin; thence along the same NORTH 81 DEGREES 05 MINUTES 22 SECONDS WEST a distance of 175.29 FEET to an iron pin; thence through lands of which this is a part NORTH 09 DEGREES 26 MINUTES 02 SECONDS EAST a distance of 1425.13 FEET to a railroad spike on the centerline of West Virginia Secondary Route 17/3 (French Road); thence along the centerline of West Virginia Secondary Route 17/3 SOUTH 80 DEGREES 42 MINUTES 16 SECONDS EAST a distance of 445.55 FEET to a point; thence along the same SOUTH 80 DEGREES 47 MINUTES 38 SECONDS EAST a distance of 746.88 FEET to a point; thence along the same SOUTH 80 DEGREES 35 MINUTES 10 SECONDS EAST a distance of 719.85 FEET to an iron pin on the common line of lands now or formerly of Lawrence M. & Nancy M. Cleaver; thence along the land of Cleaver and along the centerline of West Virginia Secondary Route 17/3 SOUTH 08 DEGREES 49 MINUTES 02 SECONDS WEST a distance of 472.19 FEET to a point; thence continuing along the centerline SOUTH 09 DEGREES 47 MINUTES 43 SECONDS WEST a distance of 100.82 FEET to a point; thence along the same SOUTH 05 DEGREES 40 MINUTES 45 SECONDS WEST a distance of 226.00 FEET to an existing iron pin at the common corner of lands now or formerly of Michael L. & Michele B. Malek; thence along the Malek land and along lands now or formerly of Douglas A. Cobb, Jr., & Leanne O. Cobb SOUTH 08 DEGREES 24 MINUTES 12 SECONDS WEST a distance of 1590.83 FEET to an iron pin at the common corner of lands now or formerly of Harry R. Jenkins III; thence along the Jenkins land NORTH 84 DEGREES 15 MINUTES 15 SECONDS WEST a distance of 1719.67 FEET to an iron pin on the common line of lands now or formerly of James O. Hunter, Jr., & Joan S. Hunter; thence along the Hunter land NORTH 05 DEGREES 46 MINUTES 43 SECONDS EAST a distance of 612.33 FEET to an existing iron pin at the common corner of lands now or formerly of Todd D. Banks and Taylor Bishop; thence along the Banks and Bishop land SOUTH 81 DEGREES 05 MINUTES 22 SECONDS EAST a distance of 304.79 FEET to an iron pin; thence along the same NORTH 08 DEGREES 54 MINUTES 38 SECONDS EAST a distance of 515.45 FEET to the point and place of beginning and having an area of 100.000 Acres.

DEED OF CONSERVATION EASEMENT

Being a portion of the parcel of land title to which became vested in Adam B. Link III by deed as recorded in Jefferson County Will Book Volume 32 at page 354.

Subject to all that portion of road right-of-way for West Virginia Secondary Route 17/3 (French Road) that falls within the above-described tract of land.

Also subject to a proposed 30-foot-wide Access Easement generally following an existing roadway, running from WV Secondary Route 17/3 (French Road), over and through the above-described Conservation Easement, to the Residential Dwelling Area as described below.

Exhibit B: Residential Dwelling Area

Included within the above described Farmland Conservation Easement is the following Residential Dwelling Area:

Beginning at an iron pin, said iron pin being located NORTH 35 DEGREES 02 MINUTES 31 SECONDS EAST a distance of 77.97 FEET from the point of beginning of the above described Farmland Conservation Easement; thence through lands of which this is a part NORTH 81 DEGREES 05 MINUTES 22 SECONDS WEST a distance of 300.00 FEET to an iron pin; thence through the same with a curve turning to the right with a radius of 85.00 FEET, an arc length of 144.04 FEET, a chord bearing of NORTH 32 DEGREES 32 MINUTES 37 SECONDS WEST, and a chord length of 127.41 FEET to an iron pin; thence through the same NORTH 16 DEGREES 00 MINUTES 08 SECONDS EAST a distance of 139.17 FEET to a railroad spike; thence through the same SOUTH 81 DEGREES 05 MINUTES 22 SECONDS EAST a distance of 367.17 FEET to an iron pin; thence through the same SOUTH 08 DEGREES 54 MINUTES 38 SECONDS WEST a distance of 233.60 FEET to the point and place of beginning and having an area of 2.000 Acres.

The total area of the Farmland Conservation Easement is 100.000 Acres, which includes the 2.000 Acre Residential Dwelling Area, and is more fully shown on a survey plat for a Conservation Easement as prepared by Keller Engineers, Inc. on lands of Adam B. Link III, dated February 26, 2024, last revised June 26, 2024, and indexed as Project Number 3964-13.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Laura Kuhn**

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

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

Date Requested – 1st Choice: **August 15, 2024**

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

Date Requested – 2nd Choice:

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

Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property for County office space and/or courthouse space

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

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Nathan Cochran**

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

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **August 15, 2024**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Report by legal counsel**

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

- A. Report by counsel on West Virginia Human Rights Commission EREP-49-21.**
- B. Report by counsel and Health Department on adoption of State policy for appeals of septic applications denied by the Health Department.**
- C. Report by counsel on Shepherdstown Cell Tower Project.**

Is this a funding request? **No**

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

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information: **Jaymee Houser**

Email address: **jhouser@jcpawv.org**

Phone Number: **304-728-3318**

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Jessica James, Assistant Deputy County Administrator**

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: **20 minutes**

Date Requested – 1st Choice: **August 15, 2024**

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

Date Requested – 2nd Choice:

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

1. **Years of Service award – Mark Renner, Jefferson County Sheriff's Department**
2. **Approval of Hire – Building Code Plans Reviewer – Department of Engineering, Planning and Zoning**
3. **Approval of Hire – Public Safety Dispatcher – Department of Emergency Communications**
4. **Approval to Advertise – Training Coordinator position – Department of Emergency Communications**
5. **Approval of Work Based Learning Agreement with Harpers Ferry Job Corps**

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

1. Today we're extending thanks and congratulations to Mark Renner upon his upcoming retirement after thirty three years of service with the County. Mr. Renner's retirement celebration will be held on Monday, August 19 from 11:30am - 2:30pm in the jury room on the 2nd floor of the Magistrate court building – please contact Lt. Willie Potter to RSVP and sign-up to bring an item to share!
2. Approval of Hire – Building Code Plans Reviewer – Department of Engineering, Planning, and Zoning. After approximately eight weeks between advertising, reviewing applications, interviewing, and negotiation, a candidate has been selected. We're requesting approval of Brian Riston at a Grade IV, 80-hour position, with a salary of \$60,000, plus benefits, effective September 23, 2024.
3. Approval of Hire – Public Safety Dispatcher – Department of Emergency Communications. Carrie Orr was formerly a full-time fully trained Public Safety Dispatcher who resigned her position on 5/3/2024. After three months absence, Carrie is requesting to return to the Emergency Communications Center as a full-time employee. Her salary offer of \$26.013 hourly (\$54,107.39/salary) is commensurate to her time in service equal to the peers which also includes the recent COLA. With approval, Ms. Orr's effective date will be Monday, August 19, 2024.
4. Approval to Advertise – Training Coordinator position – Department of Emergency Communications. We're requesting the approval to advertise the training coordinator position with the Department of Emergency Communications. The position is a Grade IV, 80-hour position with a corresponding salary range of \$57,704-92,006.
5. Work Based Learning Agreement – Harpers Ferry Job Corps – see attached. In early spring, Ms. Benites, myself, and several department heads met with Mr. Shawn Miller, center director, and Gwendolyn Gaither, deputy center director, and other members of staff to tour the Job Corps facilities and learn more about the program. We're requesting the Commission's

approval of a work-based learning agreement that would allow Jefferson County to partner with Harpers Ferry Job Corps to provide supervised, on-the-job work experience for students and while also providing extra help to county departments. The agreement would be effective September 1, 2024.

Is this a funding request? Y/N - NO – no funding requested or necessary. Personnel requests are budget neutral though may require internal budget transfer(s) to move monies from different line items.

If so, how much? \$
Provide exact financial impact/request:

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

- + I move to approve the hire of Brian Riston as a full-time, 80-hour building code plans reviewer with the Jefferson County Department of Engineering, Planning, and Zoning (Grade IV), with an annual pay of \$60,000, effective September 23, 2024.**
- + I move to approve the re-hire of Carrie Orr to the position of Public Safety Dispatcher at the hourly rate of \$26.013, effective August 19, 2024.**
- + I move to approve the advertisement of the position of training coordinator with the Department of Emergency Communications, as presented.**
- + I move to approve the work-based learning agreement with Harpers Ferry Job Corps for a period of one year, as presented.**

Attach supporting documents for request, or request may be denied.
If not attached, explain:

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

Contact information: Jessica James

Email address: jjames@jeffersoncountywv.org

Phone Number: 304-728-3282

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

**Jefferson County
Job Description**

Position Title:	Training Coordinator	Grade Level:	VI
Department	Emergency Communications	Date:	7/1/2024
Reports to:	Director of Communications	FLSA Status	Non-Exempt

Statement of Duties: The Training Coordinator plans, coordinates, implements, and directs all training programs for 9-1-1 ECC employees to include dispatcher training program and agency in-service trainings. This position develops and implements educational programs; instructs in agency training programs; evaluates employee training; schedules roll calls; and performs call taking and dispatch duties in the event of an emergency.

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

Supervisory Responsibility: Employee, as a regular and continuing part of the job, provides training and oversight to *other workers* in accomplishing assigned work and also performs non-supervisory work that is usually of the same kind and levels as is done by the group lead. The employee is charged mainly with personnel development. Should any employee's be assigned to work subordinate to the Training Coordinator either temporarily or on a permanent basis will then require the Training Coordinator to supervise personnel.

Confidentiality: Employee has access to confidential information of the department, including personnel files, client records, department records.

Accountability: Consequences of errors, missed deadlines or poor judgment may include time loss, adverse public relations, jeopardize programs, monetary loss, labor/material costs, danger to public health/safety, officer safety, and legal repercussions.

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

Complexity: Work consists of managing programs for the training, education, and development of mission critical personnel in a public safety 9-1-1 environment.

Emergency Communications
Training Coordinator
7/1/2024

Jefferson County Job Description

Work Environment: Work is performed in an office environment. Work may have sustained posture in a seated position for a prolonged period of time. Employee may be exposed to biohazards, emotional stress, and risk of personal injury. Must be available for emergency recall on evenings, weekends, and/or holidays. Must be willing to travel as required for duties or training.

Nature and Purpose of Relationships: Relationships are constantly with co-workers, public safety partners, and the public. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance involving the training, education, and certification of the staff. The employee communicates departmental practices, procedures, regulations or guidelines. Employee may be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

Occupational Risk: Duties of the job present little potential for injury to the employee. Risk exposure is similar to that found in typical emergency dispatch settings.

Essential Functions:

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

1. Plans, organizes, coordinates, implements, conducts, and evaluates a comprehensive training program to develop and enhance 9-1-1 communications staff performance.
2. Provides comprehensive training needs assessment for operations. Develops and implements written, comprehensive short-range training plans for the Training Academy.
3. Evaluates the training program for effectiveness and recommends changes to the Director or Deputy Director.
4. Communicates and coordinates employee training needs with Director or Deputy Director to ensure mandatory training requirements are being met.
5. Inputs, updates data, and maintains a comprehensive training database.
6. Administers or coordinates all in-house training academies. Schedules and coordinates in-service training in addition to recommending off-site training classes for ECC employees.
7. Instructs, counsels and evaluates Communications Training Officers who are training new personnel, when related to training duties.
8. Evaluates employees, analyzes and identifies communication and skill requirements, and translates needs into workshop and remedial training modules.
9. Remains current on all telecommunications equipment and procedural changes, as well as updating all training material to reflect the current environment.
10. Develops, distribute, and maintains appropriate training records, forms, files and certificates pursuant to records retention requirements related to training.
11. Assigns work duties; monitors the quality and progress of work performed by CTO Leads related to training responsibilities.
12. Provides feedback to shift supervisors related to CTO's and their work performance as training officers.
13. Attends and participates in various types of meetings; serves on committees as assigned.

Emergency Communications
Training Coordinator
7/1/2024

**Jefferson County
Job Description**

14. Develops and maintains High School/Adult Public Education programs with the assistance of the Quality Assurance Coordinator.
15. Performs other related duties as required.

Recommended Minimum Qualifications:

Education and Experience: Associates degree; three (3) years of experience working in a public safety communications center; including experience training dispatchers as a certified Communications Training Officer; or equivalent combination of education and experience.

Special Requirements: Must have a thorough understanding of the principles and practices of a public safety emergency services workplace. Employee must successfully pass a fingerprint-based background check, complete Criminal Justice Information Systems security training within six months of date of hire and have/obtain a valid West Virginia Operator's license thirty days from date of hire.

Knowledge, Abilities and Skill

Knowledge:

- Knowledge of various training methods and techniques.
- Knowledge of eLearning options, learning management systems, instructional design theory, and web delivery tools.
- Knowledge of methods, principals, practices, and techniques of designated program and related assigned duties.
- Knowledge of procedures and practices of the assigned area/department.
- Knowledge of agencies and functions of the local government.
- Knowledge of occupational hazards and safety precautions of work.
- Knowledge of laws, codes, regulations, policies and procedures pertaining to emergency communications, first responder practices and procedures, and geographical layout of the County.

Abilities:

- Ability to establish and maintain working relationships with fellow employees to effectively relay instructions and training to staff, county officials, volunteers, and the general public.
- Ability to work well independently, as well as in a team environment, which requires coordination with other staff or agencies.
- Ability to instruct others in call taking and dispatch duties.
- Ability to deal with stressful situations, and maintain confidential information.
- Ability to communicate effectively orally and in writing in a professional business-like manner.
- Ability to maintain a professional appearance.
- Ability to understand and operate equipment for assigned tasks.
- Ability to write and communicate guidelines and reports.

Emergency Communications
Training Coordinator
7/1/2024

Jefferson County Job Description

- Ability to maintain records, logs, and proper reports.

Skills:

- Skill in performing call-taking and dispatch duties and the ability to instruct others in these duties.
- Multi-task and possess organizational and time-management skills in order to meet deadlines.
- Must possess technical skills to understand and administer training using complex computer systems for critical public safety communications and other skills in working with computers and various forms of media.
- Skill in working with Microsoft Office Suite.

Physical and Mental Requirements

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

Physical Skills: Little physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There will be occasional lifting of objects such as computer equipment.

Motor Skills: Position requires critical thinking problem-solving skills. Position also requires motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects, sorting of papers or operating a motor vehicle.

Visual Skills: Position requires routine reading of documents, and reports for understanding, color vision needed.

**EXHIBIT 3-1, PRH Chapter 3: Student Training Services
WORK-BASED LEARNING PROGRAM AGREEMENT TEMPLATE**

WORK-BASED LEARNING PROGRAM AGREEMENT BETWEEN

Center Name: _____
Address: _____

and

Employer: _____
Address: _____
Telephone: _____
Name of Supervisor: _____
Hours of Work: _____
Length of Employment/Training: _____
Rate of Pay if applicable: _____

The above-mentioned organizations are entering into an AGREEMENT to establish a Work-based Learning (WBL) Program with the stipulations outlined below. This document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding (MOU) between the above-mentioned parties.

Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the federal government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps." In paid WBL situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.

There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL Coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the Center Director or WBL Coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA. WBL employer must record the incident in accordance with the established injury recordkeeping system, and report the incident to the WBL Coordinator.

There are no specific general industry Occupational Safety and Health Administration (OSHA) standards for accident investigation. However, Job Corps centers are required to conduct accident investigations in the event of a fatality, major property damage or injuries, including

serious injuries resulting in hospitalization in accordance with 29 CFR 1960.29, “Basic Program Elements for Federal Employees OSHA.” In the event of a student fatality or serious injury, the work site and the WBL Coordinator are responsible for contacting OSHA and the Job Corps center within 8 hours. Job Corps and the work site should conduct an accident investigation to determine the root cause in order to implement corrective actions to prevent future occurrences.

The work site employer, Job Corps center, or Sovereign Nation is required to provide immediate access to OSHA Inspectors after an incident (OSHA Act of 1970, Sec.8 Inspections, Investigations, and Recordkeeping).

Work-Based Learning Agreements

Job Corps Center agrees to:

- 1) Request a copy of the WBL site’s last federal and/or state OSHA inspection to review violations. WBL Coordinator will contact site to determine if the identified hazards have been abated.
 - If site refuses to provide copy of inspection results, center WBL Coordinator will obtain general inspection and/or accident inspection data from the federal OSHA website at <http://www.osha.gov/oshstats/index.html> or the state OSHA website.
- 2) Monitor all active WBL sites at least monthly to ensure that students are receiving quality training in a safe environment. Center instructors, Safety Officers, and other staff must visit active work sites on a regular basis to:
 - Observe and counsel students.
 - Observe the working environment for potential hazards.
 - Observe students’ use of safety work practices including use of proper protective equipment.
 - Ensure tool inventory, accountability, and security procedures are being followed.
 - Ensure that the training needs of the students are being met.
 - Determine, in collaboration with the work-site supervisor, what on-center activities might be needed to support training at the work site.
- 3) Implement a process for notifying the employer in the case of student absence (i.e., winter break, unexpected student absence, center function).
- 4) Record all accidents and injuries in the Employee’s Compensation Operations and Management Portal (ECOMP) within 7 days of supervisor notification.
- 5) Record and report all serious injuries or illnesses within 24 hours to the ECOMP coordinator, local director and local safety manager.
- 6) Implement a process for notifying the employer of potential safety hazards identified by students and/or center staff.
- 7) Coordinate with the employer to conduct an investigation of accidents resulting in serious

injuries and/or fatalities involving Job Corps students.

- 8) Document and record student WBL assignments and progress.
- 9) Provide the competencies (or sections of the student's Electronic Training Achievement Record [e-TAR] in which the student will be trained at the work site).
- 10) Provide a process for notifying the center in the case of student absence or injury.
- 11) Provide a schedule/format for providing feedback to the center and the student about the student's performance.

WBL Employer agrees to:

- 1) Provide the center WBL Coordinator with a copy of the latest federal and/or state OSHA inspection results upon request.
- 2) Provide direct supervision and workplace mentors to students.
- 3) Assist students in achieving agreed upon career technical and academic skills.
- 4) Provide a safe environment.
- 5) Support industry-specific certification requirements, as applicable.
- 6) Not discriminate against students with disabilities and to provide reasonable accommodation, as determined by applicable state and federal law.
- 7) The student must not displace employees at the work site.
- 8) Document student achievements and competencies.
- 9) Provide Center Safety Officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions.
- 10) Adhere to all federal and state laws and regulations regarding employment and applicable safety and occupational health.
- 11) Coordinate with _____, Center Safety Officer, to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- 12) Provide the Occupational Safety and Health Administration (OSHA) with immediate access to the work site in the event of a student fatality or serious injury.
- 13) Provide all equipment, tools, and personal protective equipment and clothing needed to

perform the assigned duties that would normally be provided to employees.

- 14) Ensure full tool inventory, accountability, and security, ensuring that all tools are accounted for before the end of each class, or the end of each day if off-site, and ensuring that all tools that are unaccounted for are found and all tools are secured.
- 15) Inform the Center Director, or designee, of all accidents and injuries within 24 hours.
- 16) Adhere to the provisions of the Fair Labor Standards Act if an employment relationship exists between the employer and the student.
- 17) Report all accidents, damage, loss or destruction of property, or emergency immediately to _____, Center Director /designee, at _____ in order to provide a detailed report.

Center Director: _____ Date: _____

WBL Coordinator: _____ Date: _____

Center Safety Officer: _____ Date: _____

Company CEO/Designee: _____ Date: _____

Company WBL Supervisor: _____ Date: _____

Company Safety Officer: _____ Date: _____

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Edwina Benites-LM

Department or Organization: Administration

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **August 15, 2024**

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

Date Requested – 2nd Choice:

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

1. **Congressionally directed spending- update (see attached)**
2. **Fire Service RFP- informational (see attached)**
3. **Using AI in Grant Application- Workshop- event announcement (see attached)**
4. **Opioid Settlement Funds- discussion/ possible action (see attached)**

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

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

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

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

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



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Jane Tabb

COMMISSIONER
Pasha Majdi

To: Commissioner Pasha Majdi
Commissioner Steve Stolipher
Commissioner Jane Tabb

From: Edwina Benites-LM, county administrator

Date: August 7, 2024

Re: County Administrator Report, August 15, 2024

Congressionally Directed Spending- update

At the April 4, 2024, meeting, the Commission voted to apply for congressionally directed funding and tasked me with the application for the following projects:

- \$100,000 to replace radios operating on soon-to-be-phased-out technology with modern technology and interoperability and other technology upgrades- Jefferson County Office of Homeland Security and Emergency Management
- \$350,000 to purchase an additional ambulance- Jefferson County Emergency Services Agency
- \$500,000 for the expansion of the Jefferson County Emergency Services Agency building, Ranson – Jefferson County Emergency Services Agency
- \$500,000 for sinkhole/ parking lot repair, building demolition, and storm water management of the Jefferson County Charles Town campus- Fleets and Facilities
- \$100,000 to replace license plate readers- Jefferson County Sheriff's office
- \$350,000 for a bearcat (armored vehicle)- Jefferson County Sheriff's office

Current status:

\$500,000 was included in the Senate Labor-Health-Human Services appropriations bill for the expansion of the Ranson ESA building.

\$120,000 was included in the Senate Commerce-Justice-Science appropriations bill for license plate readers.

- \$100,000 for Homeland Security radios and computers was supported by both Capito and Manchin. That bill has yet to be “dropped.” We are hopeful that this request will be included in the Homeland Security appropriations bill.

The other requests were not funded.

Please note, we are still early in the process. **There is no guarantee of funding.** The Jefferson County Commission requests could be stripped out during consideration in the Senate; Representative Mooney did not accept any appropriation requests—and so no Jefferson County WV requests will be included in the House-version of appropriation bills, and there will be a final

County Administrator
Edwina Benites-LM

conference between the two Houses where the requests will not be in the final version of the House bill and may “fall out” in conference.

While we did not use Region 9 in applying for congressionally directed spending, we are using Region 9 to seek competitively awarded grant funding for these projects.

Fire Service RFP

On July 6, 2024, the Commission motioned to publish a request for proposals (RFP) on the future of the fire service. The RFP has been published with a closing date of August 30th.

The RFP is posted here: <https://www.jeffersoncountywv.org/county-government/bids-rfps>

Using AI in Grant Application- Workshop

Jennifer Verdugo, social services coordinator, will host a workshop on using AI to apply for grants. The event is free and open to the public. Grant managers are especially encouraged to attend.

September 24, 10- noon, County Commission meeting room

Opioid Settlement Funds

The Commission will need to consider, at least on a short-term basis, what to do with roughly \$1.2 million in opioid settlement funds at or before the August 15th meeting.

The State of West Virginia and many counties and municipalities sued opioid manufacturers. The State of West Virginia received more than \$1 billion as a settlement in the case. Jefferson County received a letter less than \$1.2 million as a settlement in the case. The State of West Virginia established the West Virginia First Foundation to oversee the use of its funds. Jefferson County invested its funds and will soon determine the next steps.

Earlier this year, the Commission hosted an opioid workshop to hear from the public, the health department, the Sheriff, and the attorney representing the Commission in the opioid settlement.

The West Virginia First Foundation and each region will conduct an assessment to guide the use of the funds. The Jefferson County Commission has waited for this guidance to determine the best use of its settlement funds. The state-wide and regional assessments have yet to be conducted, however. The Foundation, regional entities, and boards are still in a state of formation.

Earlier this year, the Commission directed that the opioid settlement funds be invested in a long-term certificate of deposit-like account (CDARS). The County was slated to receive less than \$5,000, but by investing in a CDARS, the County will earn \$30,252.14 over the same period.

The CDARS will expire at the end of August, and the Commission must instruct the bank on what to do with the funds.

Possible recommendations regarding the expiring CDARS account:

1. *Allocate funds.* Transfer funds to an interest-bearing account (ie. checking account) and establish an application process to allocate the funds in a manner similar to how the Commission allocated ARPA funds.
2. *Reinvest funds.* We can reinvest the funds in a 90 or 182-day CDARS at the same rate.

3. *Combination.* A combination of the recommendations detailed above.

Item for consideration.

The Jefferson County Commission social services coordinator was funded out of ARPA funds. Charles Town is assisting us with some funds that will allow the position to be funded through end of FY25. Funding for this position could continue in perpetuity with a mix of returns on opioid settlement funds and assistance from the municipalities.

At current rates, Jefferson County could receive roughly \$60k in returns annually. If 20% of returns are reinvested in principle (\$12k annually at current rates) and 80% is used to fund the position (\$48k), the municipalities would be responsible for roughly \$25k.

In this way, the County could fund a social services grant coordinator in perpetuity without a cost to the taxpayer.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Edwina Benites-LM

Department or Organization: Administration

Estimation of amount of time needed for appointment: 20 minutes

Date Requested – 1st Choice: **April 15, 2024**

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

Date Requested – 2nd Choice:

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

Consider vacancies on the Jefferson County Commission and potential appointments- discussion/
possible action

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

See additional information attached.

Is this a funding request? Y/N

If so, how much? \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Edwina Benites

From: Nathan Cochran
Sent: Friday, August 9, 2024 8:40 PM
To: Edwina Benites
Subject: Fwd: Jefferson County Meeting Minutes

Nathan Cochran APA

Begin forwarded message:

From: David Cook <DCook@wvsos.com>
Date: August 8, 2024 at 4:41:20 PM EDT
To: Nathan Cochran <ncochran@jcpawv.org>
Subject: RE: Jefferson County Meeting Minutes

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

Nathan:

Thanks – I have a response.

The vacancy was created on May 1, 2024.

The commission appoints 2 temporary members pursuant to 6-6-7. The fact that 3-10-7 is cited has no bearing on the permanent appointment that need to take place (essentially, the use of 3-10-7 at that time is null).

Starting today – the commission (under 3-10-7) has 30 days to appoint permanent members to fill the vacancy. 3-10-7 provides for the appointment of temporary members during the 30-day timeframe. It is allowable for the commission to appoint Mr. Upson and Mr. Cook to act as temporary members until the permanent vacancy is filled. Or the commission could appoint new temporary members ending 6-6-7 temporary appointments.

If Mr. Cook does not meet the 60-day requirement when the vacancy was created (5/1/24) – he cannot be appointed to the permanent vacancy. The commission can either find a Mountain Party member within 30 days – or allow the Mountain Party to try to fill the vacancy after the 30-day deadline expires.

I hope this answers your questions!

Thanks,

Dave Cook
General Counsel
West Virginia Secretary of State's Office
304-558-6000 (Office)
304-356-2628 (Direct Dial)
304-558-0900 (Fax)
dcook@wvsos.com

From: Nathan Cochran <ncochran@jcpawv.org>
Sent: Thursday, August 8, 2024 4:08 PM
To: David Cook <DCook@wvsos.com>
Subject: Jefferson County Meeting Minutes

Mr.Cook:

Thanks for your help. As we discussed, the three judge panel removed the two commissioners by decision May 1, 2024. After reviewing various candidates, the Jefferson County Commission appointed the two individuals in the attached minutes on May 30, 2024. As the minutes reflect, the Commission appointed under BOTH chapters of WV Code 3-10-7 and 6-6-7.

1. Mr. Upson It is my understanding that this candidate DID meet the 60 day requirement to serve in 3-10-7(a).
2. Mr. Cook. It is my understanding that this candidate DID NOT meet the 60 day requirement to serve in 3-10-7(a).

Based on the above and the attached minutes, my questions are:

1. Is Mr. Upson validly appointed until the election/certification?
2. Assuming that Mr. Cook did not meet the 60 day requirement of 3-10-7(a) at the time of his appointment, is Mr. Cook now out of office?
3. If either or both of these two candidates are now out of office, which procedure in 3-10-7 does the Commission use to replace them as commissioners until the upcoming election/certification?

Thank you and Mr. Kersey for your tireless assistance in this issue. We just want to be certain that we are following the law as closely as possible.

Jefferson County Prosecuting Attorney's Office
Nathan P. Cochran, Assistant Prosecuting Attorney
124 East Washington Street
Charles Town, West Virginia 25414
304.728.3318

The information herein is intended for the recipient only and may be confidential information protected by the attorney client and attorney work product privileges and/or communications covered by the Electronic Communications Privacy Act, 18 U.S.C. § 2510-2521 or other applicable laws. If you are not the named recipient please discard this email and notify the sender.

Fees Collected By Project Type

From: 7/1/2024 To: 7/3/2024

Project Type	Project Number	Reference Number	Issued Date	Create Date	Amount	Received Date	Creator Name	Person Paying
Conditional Use Permit	24-6-CUP	357		6/28/2024	\$300.00	7/2/2024	Jennilee T Hartman	Kevin Cueller
		Count:	1	Amount:	\$300.00			
Minor Plat Change / Final Plat Amendment	24-7-MPC	Card		7/1/2024	\$200.00	7/1/2024	Jennilee T Hartman	
	24-8-MPC	VISA		7/2/2024	\$200.00	7/2/2024	Alexandra Beaulieu	Lee Brady
		Count:	2	Amount:	\$400.00			
Small Format Document Copies-(Letter, Legal, and 11x17)	24-6-CUP	357		6/28/2024	\$100.00	7/2/2024	Jennilee T Hartman	Kevin Cueller
		Count:	1	Amount:	\$100.00			
Total		Count:	4	Amount:	\$800.00			

Planning & Zoning July Deposits 1, 2, & 3

Deposit #1 = \$200.00 (credit card)

Deposit #2 = \$200.00 (credit card)

Deposit #3 = \$400.00 (check)

Fees Collected By Project Type

From: 7/8/2024 To: 7/12/2024

Project Type	Project Number	Reference Number	Issued Date	Create Date	Amount	Received Date	Creator Name	Person Paying
Minor Plat Change / Final Plat Amendment	24-9-MPC	46798		7/8/2024	\$200.00	7/8/2024	Jennilee T Hartman	Dave Lutman
		Count:	1	Amount:	\$200.00			
Zoning Certificate	24-27-ZC	Cash		7/10/2024	\$25.00	7/11/2024	Jennilee T Hartman	DUANE DUNN
	24-28-ZC	Card		7/12/2024	\$25.00	7/12/2024	Jennilee T Hartman	Kenneth Hale
		Count:	2	Amount:	\$50.00			
Total		Count:	3	Amount:	\$250.00			

Planning and Zoning July Deposits 4 & 5

Deposit #4 = \$25.00 (credit card)

Deposit #5 = \$225.00 (check & cash)

Fees Collected By Project Type

From: 7/15/2024 To: 7/15/2024

Project Type	Project Number	Reference Number	Issued Date	Create Date	Amount	Received Date	Creator Name	Person Paying
Subdivision Waiver / Variance	24-23-PCW	Card		7/15/2024	\$150.00	7/15/2024	Jennilee T Hartman	
		Count:	1	Amount:	\$150.00			
Total		Count:	1	Amount:	\$150.00			

Planning & Zoning July Deposit #6

Credit Card Total = \$150.00

Fees Collected By Project Type

From: 7/16/2024 To: 7/17/2024

Project Type	Project Number	Reference Number	Issued Date	Create Date	Amount	Received Date	Creator Name	Person Paying
Boundary Line Adjustment	24-13-M	10953		7/16/2024	\$100.00	7/16/2024	Jennilee T Hartman	
	24-13-M	1279		7/16/2024	\$75.00	7/16/2024	Jennilee T Hartman	
		Count:	2		Amount:	\$175.00		
Map (36 in. x 54 in.)	24-10-Q	109		7/16/2024	\$25.00	7/16/2024	Jennilee T Hartman	
	24-10-Q	109		7/16/2024	\$25.00	7/16/2024	Jennilee T Hartman	
	24-10-Q	109		7/16/2024	\$25.00	7/16/2024	Jennilee T Hartman	
	24-10-Q	109		7/16/2024	\$25.00	7/16/2024	Jennilee T Hartman	
		Count:	4		Amount:	\$100.00		
Per Residential Lot Fee	24-20-SD	1280		7/16/2024	\$100.00	7/16/2024	Jennilee T Hartman	
	24-20-SD	5151		7/16/2024	\$600.00	7/16/2024	Jennilee T Hartman	
		Count:	2		Amount:	\$700.00		
Residential Subdivision Plat (Base Fee)	24-20-SD	1280		7/16/2024	\$350.00	7/16/2024	Jennilee T Hartman	
		Count:	1		Amount:	\$350.00		
Total		Count:	9		Amount:	\$1,325.00		

Planning & Zoning Deposit #7

Checks Total = \$1,325.00

Fees Collected By Project Type

From: 7/22/2024 To: 7/23/2024

Project Type	Project Number	Reference Number	Issued Date	Create Date	Amount	Received Date	Creator Name	Person Paying
Per Residential Lot Fee	24-21-SD	2432		7/19/2024	\$2,450.00	7/22/2024	Jennilee T Hartman	
		Count:	1	Amount:	\$2,450.00			
Residential Subdivision Plat (Base Fee)	24-21-SD	2432		7/19/2024	\$350.00	7/22/2024	Jennilee T Hartman	
		Count:	1	Amount:	\$350.00			
Total		Count:	2	Amount:	\$2,800.00			

Planning and Zoning - July Deposit #8

Check Total = \$2,800.00

Fees Collected By Project Type

From: 7/23/2024 To: 7/26/2024

Project Type	Project Number	Reference Number	Issued Date	Create Date	Amount	Received Date	Creator Name	Person Paying
Subdivision Waiver / Variance	24-24-PCW	2173		7/19/2024	\$150.00	7/23/2024	Jennilee T Hartman	Paul Raco
		Count:	1	Amount:	\$150.00			
Zoning Variance	24-26-ZV	Card		7/23/2024	\$150.00	7/26/2024	Jennilee T Hartman	JOE HERBERT
	24-27-ZV	24-26-ZV	Card	7/23/2024	\$150.00	7/26/2024	Jennilee T Hartman	JOE HERBERT
	24-28-ZV	Card		7/26/2024	\$150.00	7/26/2024	Jennilee T Hartman	RICHARD BEDDOW
	24-29-ZV	24-28-ZV	Card	7/26/2024	\$150.00	7/26/2024	Jennilee T Hartman	RICHARD BEDDOW
		Count:	4	Amount:	\$600.00			
Total		Count:	5	Amount:	\$750.00			

*Credit Card payment made in single project file, at customer's request for single transaction, but each applicant had two variance applications/two fees.

Planning & Zoning July Deposits #9 and #10

Deposit #9 = Check Total = \$150.00

Deposit #10 = Credit Card Total = \$600.00

Impact Fee Status Report

July 2024

Office of Impact Fees

Summary

Date Range: Monday 1 through Wednesday 31 July 2024

Report Date: 1 August 2024

Process Number Range: 2400619 - 2400697

Total Applications: 79

Total Non-Exempt: 75

Of which:

Commercial: 1

Residential: 74

Of which:

County: 37

Municipal: 38

Total Exempt: 4

Of which:

Commercial: 0

Residential: 4

Of which:

County: 2

Municipal: 2

Tables 1 through 7 summarize impact fee processing for July 2024. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

Table 1. Form 100 Tallies

	Exempt	Commercial	Residential	Total
1 – 31 July 2024	4	1	74	75
Fees collected		\$0.00	\$118,074.00	\$118,074.00
<i>Of which</i>				
School Impact Fee			\$73.00	\$73.00
Law Enforcement Fee		\$0.00	\$22,368.00	\$22,368.00
Parks & Recreation Fee			\$82,755.00	\$82,755.00
EMS Fee		\$0.00	\$8,707.00	\$8,707.00
Admin. Facilities Fee		\$0.00	\$4,171.00	\$4,171.00

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

Description	Amount
Opening Statement Balance (1 July 2024)	\$170,674.05
July Deposits (1 – 31 July 2024)	\$118,074.00
School May Transactions (withdraws via transfer on 15 July 2024)	(\$110.00)
Law May Transactions (withdraws via transfer on 15 July 2024)	(\$26,725.13)
Parks & Rec May Transactions (withdraws via transfer on 15 July 2024)	(\$124,469.90)
EMS May Transactions (withdraws via transfer on 15 July 2024)	(\$13,096.56)
Admin. Facilities May Trans. (withdraws via transfer on 15 July 2024)	(\$6,272.46)
Interest Earned (31 July 2024)	\$77.29
Ending Statement Balance (31 July 2024)	\$118,151.29
<i>Outstanding Credits (deposits through 1 August 2024)</i>	<i>\$0.00</i>

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

Description	Amount
Opening Balance (1 July 2024)	\$2,010,081.62
May Transactions (deposits via transfer on 15 July 2024)	\$110.00
Impact Fee Refund – John Hobday (19 July 2024)	(\$1.00)
2024 Impact Fee Recalculation Study – Schools (24 July 2024)	(\$14,300.00)
Interest Earned (31 July 2024)	\$1,278.09
Ending Balance (31 July 2024)	\$1,997,168.71

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

Description	Amount
Opening Balance (1 July 2024)	\$669,524.08
May Transactions (deposits via transfer on 15 July 2024)	\$26,725.13
Impact Fee Refund – John Hobday (19 July 2024)	(\$565.00)
Interest Earned (31 July 2024)	\$435.67
Ending Balance (31 July 2024)	\$696,119.88

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

Description	Amount
Opening Balance (1 July 2024)	\$1,794,802.60
May Transactions (deposits via transfer on 15 July 2024)	\$124,469.90
2024 Impact Fee Recalculation Study - Parks and Rec (18 July 2024)	(\$12,400.00)
Impact Fee Refund – John Hobday (19 July 2024)	(\$1,006.00)
Interest Earned (31 July 2024)	\$1,182.91
Ending Balance (31 July 2024)	\$1,907,049.41

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

Description	Amount
Opening Balance (1 July 2024)	\$67,838.07
May Transactions (deposits via transfer on 15 July 2024)	\$13,096.56
Impact Fee Refund – John Hobday (19 July 2024)	(\$106.00)
2024 Impact Fee Recalculation Study – EMS (24 July 2024)	(\$3,950.00)
Interest Earned (31 July 2024)	\$47.11
Ending Balance (31 July 2024)	\$76,925.74

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

Description	Amount
Opening Balance (1 July 2024)	\$86,163.80
May Transactions (deposits via transfer on 15 July 2024)	\$6,272.46
Impact Fee Refund – John Hobday (19 July 2024)	(\$47.00)
2024 Impact Fee Recalculation Study – Admin. Facilities (24 July 2024)	(\$4,620.00)
Interest Earned (31 July 2024)	\$22.52
Ending Balance (31 July 2024)	\$87,791.78

Table 8. Total Impact Fees as of 1 July 2024/1

Description	Amount
Office of Impact Fees General Account	\$118,151.29
School Impact Fee Account	\$1,997,168.71
Law Enforcement Fee Account	\$696,119.88
Parks & Recreation Impact Fee Account	\$1,907,049.41
EMS Impact Fee Account	\$76,925.74
Administrative Facilities Account	\$87,791.78
Total Impact Fees	\$4,883,206.81

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

Table 9. Pending July 2024 Fee Transfers /1

Account	31 July 2024 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$1,997,168.71	\$73.00	\$1,997,241.71
Law Enforcement Fee Account	\$696,119.88	\$22,382.69	\$718,502.57
Parks & Recreation Impact Fee Account	\$1,907,049.41	\$82,809.10	\$1,989,858.51
EMS Impact Fee Account	\$76,925.74	\$8,712.41	\$85,638.15
Administrative Facilities Account	\$87,791.78	\$4,174.09	\$91,965.87
Total Impact Fees	\$4,765,055.52	\$118,151.29	\$4,883,206.81

/1 This table represents each of the impact fee category account totals as of 31 July 2024 listed in tables 3 – 7. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in July 2024 are listed in table 1 of the General Account (3111776); these transactions will be processed in August 2024. Any outstanding credits, as listed in table 2, will be added to the next month’s Impact Fee transfer amounts.

Form 100 Transaction Summary Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between dates Monday 1 through Wednesday 31 July 2024

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Exempt Applications											
2400623	07/02/2024	Berk	Austin	02 Charles Town	1193	438	8	32.13	\$0.00	07/02/2024	Form 200
2400661	07/23/2024	Yoder	Crystal	03 Charles Town	1294	49	2A	14	\$0.00	07/23/2024	Form 200
2400662	07/23/2024	Yoder	Crystal	03 Charles Town	1294	49	2A	14	\$0.00	07/23/2024	Form 200
2400679	07/25/2024	Riner	Christine	09 Shepherdstown	571	434	23	13.3	\$0.00	07/25/2024	Form 200

Category Count: 4

Category Total

\$0.00

Non-Exempt Applications											
2400619	07/01/2024	D.R. Horton, Inc.		09 Shepherdstown	1285	80	8G	14	\$1,944.00	07/01/2024	N/A
2400620	07/01/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/01/2024	N/A
2400621	07/01/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/01/2024	N/A
2400622	07/01/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/01/2024	N/A
2400624	07/08/2024	Carter	Samuel	06 Kabletown	1266	303	22	14.27	\$1,944.00	07/08/2024	N/A
2400625	07/10/2024	Bell	Barbara	02 Charles Town	1302	297	22	46	\$1,944.00	07/10/2024	N/A
2400626	07/10/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/10/2024	N/A
2400627	07/10/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/10/2024	N/A
2400628	07/10/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/10/2024	N/A
2400629	07/10/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/10/2024	N/A
2400630	07/10/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/10/2024	N/A
2400631	07/10/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/10/2024	N/A
2400632	07/10/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/10/2024	N/A
2400633	07/11/2024	Dan Ryan Builder		03 Charles Town	1263	99	11O	795	\$1,308.00	07/11/2024	N/A
2400634	07/11/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/11/2024	N/A
2400635	07/12/2024	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,944.00	07/12/2024	N/A
2400636	07/12/2024	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,944.00	07/12/2024	N/A
2400637	07/12/2024	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,944.00	07/12/2024	N/A
2400638	07/12/2024	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,944.00	07/12/2024	N/A
2400639	07/12/2024	Salmeron	Hugo	04 Harpers Ferry	1322	207	13D	288	\$330.00	07/12/2024	Form 260

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Non-Exempt Applications											
2400640	07/12/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/12/2024	N/A
2400641	07/16/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/16/2024	N/A
2400642	07/16/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/16/2024	N/A
2400643	07/16/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/16/2024	N/A
2400644	07/16/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/16/2024	N/A
2400645	07/16/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/16/2024	N/A
2400646	07/16/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/16/2024	N/A
2400647	07/16/2024	Shipley	Larry and Kim	09 Shepherdstown	1250	93	19	26.3	\$1,944.00	07/16/2024	N/A
2400648	07/17/2024	D.R. Horton, Inc.		09 Shepherdstown	1285	80	8G	14	\$1,944.00	07/17/2024	N/A
2400649	07/17/2024	D.R. Horton, Inc.		09 Shepherdstown	1285	80	8G	14	\$1,944.00	07/17/2024	N/A
2400650	07/17/2024	D.R. Horton, Inc.		09 Shepherdstown	1285	80	8G	14	\$1,944.00	07/17/2024	N/A
2400651	07/19/2024	Secatello	Vincent	07 Middleway	1266	742	5	2	\$1,944.00	07/19/2024	N/A
2400652	07/19/2024	Dan Ryan Builder		03 Charles Town	1293	265	11B	362	\$1,308.00	07/19/2024	N/A
2400653	07/19/2024	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,944.00	07/19/2024	N/A
2400654	07/19/2024	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,944.00	07/19/2024	N/A
2400655	07/19/2024	D.R. Horton, Inc.		02 Charles Town	1227	490	10	8	\$1,944.00	07/19/2024	N/A
2400656	07/19/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/19/2024	N/A
2400657	07/19/2024	D.R. Horton, Inc.		02 Charles Town	1255	569	3	9	\$1,944.00	07/19/2024	N/A
2400658	07/22/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/22/2024	N/A
2400659	07/22/2024	Lowe	Ridge	09 Shepherdstown	1294	706	12	3.1	\$1,944.00	07/22/2024	N/A
2400660	07/22/2024	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	231	\$1,944.00	07/22/2024	N/A
2400663	07/23/2024	Finch	Greg	09 Shepherdstown	1259	90	16	9.1	\$1,944.00	07/23/2024	N/A
2400664	07/23/2024	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	298	\$1,944.00	07/23/2024	N/A
2400665	07/24/2024	US Home, LLC		08 Ranson Corp	1263	33	8	9	\$1,308.00	07/24/2024	N/A
2400666	07/24/2024	US Home, LLC		08 Ranson Corp	1263	33	8	9	\$1,308.00	07/24/2024	N/A
2400667	07/24/2024	US Home, LLC		08 Ranson Corp	1263	33	8	9	\$1,308.00	07/24/2024	N/A
2400668	07/24/2024	US Home, LLC		08 Ranson Corp	1263	33	8	9	\$1,308.00	07/24/2024	N/A
2400669	07/24/2024	US Home, LLC		08 Ranson Corp	1263	33	8	9	\$1,308.00	07/24/2024	N/A
2400670	07/24/2024	US Home, LLC		08 Ranson Corp	1263	33	8	9	\$1,308.00	07/24/2024	N/A
2400671	07/24/2024	US Home, LLC		08 Ranson Corp	1263	33	8	9	\$1,308.00	07/24/2024	N/A
2400672	07/24/2024	US Home, LLC		08 Ranson Corp	1263	33	8	9	\$1,308.00	07/24/2024	N/A

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Non-Exempt Applications											
2400673	07/24/2024	Stewart	Eric and Michele	07 Middleway	1298	710	2	5.1	\$1,944.00	07/24/2024	N/A
2400674	07/24/2024	Succar	Sonia Jose	05 Harpers Ferry	.	.	4	5	\$1,308.00	07/24/2024	N/A
2400675	07/24/2024	Henry	James	07 Middleway	1324	457	4	9	\$1,944.00	07/24/2024	N/A
2400676	07/25/2024	Stewart	Logan	07 Middleway	1317	706	2	5.1	\$1,944.00	07/25/2024	N/A
2400677	07/25/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/25/2024	N/A
2400678	07/25/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/25/2024	N/A
2400680	07/26/2024	Christopher Hill	Tri-State	02 Charles Town	1228	138	10	9.20	\$0.00	07/26/2024	N/A
2400681	07/26/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/26/2024	N/A
2400682	07/26/2024	D.R. Horton, Inc.		09 Shepherdstown	1285	80	8G	8	\$1,944.00	07/26/2024	N/A
2400683	07/26/2024	D.R. Horton, Inc.		09 Shepherdstown	1285	80	8G	4	\$1,944.00	07/26/2024	N/A
2400684	07/26/2024	D.R. Horton, Inc.		09 Shepherdstown	1285	80	8G	5	\$1,944.00	07/26/2024	N/A
2400685	07/30/2024	Cole	Martin	09 Shepherdstown	1282	412	16	4	\$1,944.00	07/30/2024	N/A
2400686	07/30/2024	Maronda Homes		08 Ranson Corp	1297	595	9	8	\$1,308.00	07/30/2024	N/A
2400687	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400688	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400689	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400690	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400691	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400692	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400693	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400694	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400695	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400696	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
2400697	07/31/2024	Stanley Martin		08 Ranson Corp	1230	240	8	1	\$1,308.00	07/31/2024	N/A
Category Count: 75					Category Total			\$118,074.00			
TOTAL APPLICATIONS: 79					Grand Total			\$118,074.00			

Bank of Charles Town

08/01/2024 09:00 AM

PUBLIC FDS-FIXED *7582Current **\$1,997,168.71**Available** **\$1,997,168.71****Jul 1, 2024 - Jul 31, 2024 Custom**

Date	Description	Amount	Balance
07/31/2024	Check #31: INTEREST PAID	\$1,278.09	
07/24/2024	Check #137: DDA CHECK	-\$14,300.00	
07/19/2024	Check #136: DDA CHECK	-\$1.00	
07/15/2024	Deposit: DDA REGULAR DEPOSIT	\$110.00	

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Bank of Charles Town

08/01/2024 09:00 AM

PUBLIC FDS-FIXED *1776Current **\$118,151.29**Available** **\$118,151.29****Jul 1, 2024 - Jul 31, 2024 Custom**

Date	Description	Amount	Balance
07/31/2024	Check #31: INTEREST PAID	\$77.29	
07/31/2024	Deposit: DDA REGULAR DEPOSIT	\$14,388.00	
07/31/2024	Deposit: DDA REGULAR DEPOSIT	\$3,252.00	
07/29/2024	Deposit: DDA REGULAR DEPOSIT	\$7,140.00	
07/26/2024	Deposit: DDA REGULAR DEPOSIT	\$4,560.00	
07/25/2024	Deposit: DDA REGULAR DEPOSIT	\$15,660.00	
07/24/2024	Deposit: DDA REGULAR DEPOSIT	\$3,888.00	
07/23/2024	Deposit: DDA REGULAR DEPOSIT	\$5,196.00	
07/22/2024	Deposit: DDA REGULAR DEPOSIT	\$12,972.00	
07/18/2024	Deposit: DDA REGULAR DEPOSIT	\$5,832.00	
07/17/2024	Deposit: DDA REGULAR DEPOSIT	\$9,792.00	
07/15/2024	Check #1469: DDA CHECK	-\$124,469.90	
07/15/2024	Check #1468: DDA CHECK	-\$26,725.13	
07/15/2024	Check #1470: DDA CHECK	-\$13,096.56	
07/15/2024	Check #1471: DDA CHECK	-\$6,272.46	
07/15/2024	Check #1467: DDA CHECK	-\$110.00	
07/15/2024	Deposit: DDA REGULAR DEPOSIT	\$9,414.00	
07/12/2024	Deposit: DDA REGULAR DEPOSIT	\$2,616.00	
07/11/2024	Deposit: DDA REGULAR DEPOSIT	\$15,552.00	
07/09/2024	Deposit: DDA REGULAR DEPOSIT	\$1,944.00	
07/02/2024	Deposit: DDA REGULAR DEPOSIT	\$5,868.00	

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Bank of Charles Town

08/01/2024 09:01 AM

PUBLIC FDS-FIXED *0120Current **\$696,119.88**Available** **\$696,119.88****Jul 1, 2024 - Jul 31, 2024 Custom**

Date	Description	Amount	Balance
07/31/2024	Check #31: INTEREST PAID	\$435.67	
07/19/2024	Check #125: DDA CHECK	-\$565.00	
07/15/2024	Deposit: DDA REGULAR DEPOSIT	\$26,725.13	

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Bank of Charles Town

08/01/2024 09:01 AM

PUBLIC FDS-FIXED *2808Current **\$1,907,049.41**Available** **\$1,907,049.41****Jul 1, 2024 - Jul 31, 2024 Custom**

Date	Description	Amount	Balance
07/31/2024	Check #31: INTEREST PAID	\$1,182.91	
07/19/2024	Check #163: DDA CHECK	-\$1,006.00	
07/18/2024	Check #164: DDA CHECK	-\$12,400.00	
07/15/2024	Deposit: DDA REGULAR DEPOSIT	\$124,469.90	

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Bank of Charles Town

08/01/2024 09:02 AM

PUBLIC FDS-FIXED *2816Current **\$76,925.74**Available** **\$76,925.74****Jul 1, 2024 - Jul 31, 2024 Custom**

Date	Description	Amount	Balance
07/31/2024	Check #31: INTEREST PAID	\$47.11	
07/24/2024	Check #158: DDA CHECK	-\$3,950.00	
07/19/2024	Check #157: DDA CHECK	-\$106.00	
07/15/2024	Deposit: DDA REGULAR DEPOSIT	\$13,096.56	

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Bank of Charles Town

08/01/2024 09:02 AM

PUBLIC FDS-INTEREST *2570Current **\$87,791.78**Available** **\$87,791.78****Jul 1, 2024 - Jul 31, 2024 Custom**

Date	Description	Amount	Balance
07/31/2024	Check #31: INTEREST PAID	\$22.52	
07/24/2024	Check #3: DDA CHECK	-\$4,620.00	
07/19/2024	Check #2: DDA CHECK	-\$47.00	
07/15/2024	Deposit: DDA REGULAR DEPOSIT	\$6,272.46	

** The Available balance may include pending transactions not yet posted for debit cards, ACH, and teller transactions, pending direct deposits and teller deposits, balance of an account tied by a sweep arrangement, and amounts reduced by a temporary hold on recent deposited funds with delayed availability. The Available balance does not include checks written off account not yet presented for payment, pre-authorized ACH debits not yet presented for payment, and Bounce Protection limit, if applicable. Alternatively, the Current balance shows the ending balance from the previous business day's transaction posting.

Edwina Benites

From: Debra Allen <dla2882017@gmail.com>
Sent: Thursday, August 1, 2024 9:53 AM
To: Kelvin Upson; Edwina Benites
Subject: Reappointment of Toni Milbourne to JCPRC

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

I am a member of the Jefferson County Parks and Recreation Board, and am writing in support of the reappointment of Toni Milbourne to the JCPRC Board. Toni has served a number of years and is a valuable asset to the Board, both for her institutional knowledge and her unflagging support for Jefferson County's parks, its recreation programs, and the operations of the Board. I support her reappointment. Thank you for your consideration.

Debra Lee Allen
Charles Town, West Virginia

Edwina Benites

From: Missy Thompson <mthompson@siim.org>
Sent: Thursday, August 1, 2024 11:00 AM
To: Kelvin Upson; Edwina Benites
Subject: Toni Milbourne - JCPR Reappoint

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

Dear Jefferson County Commissioners:

I am writing to express my enthusiastic support for Toni's reappointment to the Jefferson County Parks and Recreation Board. Over the past 20 years, Toni has been an invaluable member of our board, demonstrating unwavering dedication, energy, and effort in support of our mission.

Throughout her tenure, Toni has consistently shown a deep commitment to the development and enhancement of our parks and recreation services. Her extensive experience and profound understanding of our community's needs have been instrumental in driving our initiatives forward. Toni's passion for what we do is evident in her active participation and her willingness to go above and beyond to ensure the success of our programs.

Toni's reappointment would allow us to continue benefiting from her vast knowledge and leadership. Her long-standing support and contributions have significantly shaped our organization, and I am confident that she will continue to be a vital asset to our board.

I wholeheartedly endorse Toni's request for reappointment and urge you to consider her continued service as an essential benefit to our community.

Thank you for your attention to this matter.

Sincerely,

Missy Thompson
JCPR Board Vice Chair

Missy Thompson
Manger, Membership Services
Society for Imaging Informatics in Medicine
19440 Golf Vista Plaza, Suite 330
Leesburg, VA 20176
(703) 723-0432 ext. 323
mthompson@siim.org



Edwina Benites

From: Susan Benzinger <rayandsusanbenzinger@gmail.com>
Sent: Thursday, August 1, 2024 7:12 AM
To: Edwina Benites; Kelvin Upson
Subject: Recommendation for Appointment to Jefferson County Parks and Recreation Commission

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

Greetings!

I am writing to support the reappointment of Toni Milbourne to the Jefferson County Parks and Recreation Commission.

Toni has dedicated a tremendous amount of time and effort to maintain and build our County parks. Under her leadership, programs have expanded so that our children and adults have multiple choices for taking classes, enjoying sports, exercise, and enjoying nature. Her knowledge of the history of the Parks along with her willingness to consider new ideas and her ability to get things done make her an excellent Commission member.

I strongly support the reappointment of Toni Milbourne.

Sincerely,

Susan Benzinger