



# JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT  
*Pasha Majdi*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Mike Mood*

COMMISSIONER  
*Steve Stolipher*

AGENDA  
JEFFERSON COUNTY COMMISSION  
SECOND QUARTERLY SESSION – APRIL - JUNE 2025  
THURSDAY, June 5, 2025

9:30 a.m.

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

**Zoom Broadcast (live):**

<https://us06web.zoom.us/j/81162406056?pwd=zgxcWwRBVh87DxSpfQUJ55m8X51BMh.1>

Meeting ID: 811 6240 6056

Passcode: 097728

Public comments will be accepted in person or via email- [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org)

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**I. Call to Order**

**II. Prayer** – Moment of silence

**III. Pledge of Allegiance**

**IV. 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.*

**V. Consent Agenda**

1. Approval of Minutes

a. May 15, 2025 Regular Meeting Minutes DRAFT (pgs. 6-21)

2. Approval of Accounts Payable:

a. May 29, 2025           \$ 103,490.12

b. June 5, 2025           \$ 612,180.91

3. Approval of Manual Checks:

- a. May 29, 2025                 \$ 199.50
- b. June 5, 2025                 \$ 11,487.08

4. Approval of Payroll:

- a. May 23, 2025                 \$ 434,549.30

5. Approval of Requisitions

- a. June 5, 2025                 \$ 283,874.45

**VI. Announcements**

*Please note:*

- Draft minutes are included in the meeting packet. Draft meeting minutes are often also available separately online. See both here:  
<https://www.jeffersoncountywv.org/find-it-fast/agendas-minutes-and-webcasts>
- Jefferson County Commission spending syncs with West Virginia Checkbook (<https://www.wvcheckbook.gov/>) daily. A complete list of publicly available information, and tutorials on using the site, are available online.

Report if there are changes in the agenda if applicable.

**VII. 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. Please feel free to submit comments via email to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org). Your name and any written comments submitted for the record will be included in the minutes.

**VIII. Regular Agenda- It is expected that all items will include discussion and possible action****New Business**

1. 9:40 am                     Angela Banks, Assessor of Jefferson County **(pg. 22)**
  - 1.1 Signatures for the Certificate of Oaths for the land and personal property books
2. 9:45 am                     Years of Service Awards
3. 9:50 am                     Boards and Commission appointments **(pgs. 23-35)**
  - 3.1 Public Defender Corporation for the 28<sup>th</sup> Judicial Circuit interviews and appointments
  - 3.2 Jefferson County Water Advisory Committee bylaws update to fix a typo regarding quorum

- 3.3 Jefferson County Water Advisory Committee interviews and appointments
4. 10:15 am Presentation- Dawn Newell, Water Use Program Manager of Division of Water and Waste Management, West Virginia Department Environmental Protection; Erin Brittain, Program Manager, Office of Environmental Remediation, Division of Land Restoration **(pgs. 36-54)**
5. 10:30 am Presentation: Senator Jason Barrett and Delegate Joe Funkhouser regarding well-monitoring legislation **(pg. 55)**
6. 10:45 am Roger Goodwin and Michelle Mason -- Engineering, Planning, and Zoning Department
- 6.1 Impact Fees 2024 Recalculation Study—Possible Adoption of Revised Administrative Facilities Fees **(pgs. 56-128)**
- 6.2 Adoption of Administrative Facilities Impact Fee Ordinance setting new impact fee rates **(pgs. 129-137)**
- 6.3 Zoning Map Amendment request- Shepherdstown District, Map 8B, Parcel 130 **(pgs. 138-169)**
- 6.4 Forestar Real Estate Group, INC- Stonecrest file # 22-11-SD request for bond reduction **(pgs. 170-174)**
- 6.5 Maine Drilling & Blasting, INC- file # 21-10-SP complete bond release **(pgs. 175-177)**
- 6.6 Fellowship Bible Church- Phase 1A file # S14-03 complete bond release **(pgs. 178-180)**
- 6.7 Wall Street Partners WV 1 LLC- Harpers Ferry Dollar General file # 22-14-SP complete bond release **(pgs. 181-183)**
7. 11:15 am Presentation: Overview of the purchase of 393 N. Lawrence and 330 N. George **(pgs. 184-203)**
8. 11:45 am Order approving the issuance by the Jefferson County Building Commission **(pgs. 204-363)**
- 8.1 Consideration of and action on Order approving the issuance by the Jefferson County Building Commission of not more than \$16,000,000 in aggregate principal amount of Jefferson County Building Commission Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project), Series 2025 (the “Bonds”), and the acquisition of the real estate together with the improvements thereon located at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia (the “Property”), the proceeds of such Bonds to be used (i) to finance costs of the acquisition, design, construction, renovation, improvement, furnishing and equipping of the Property; and (ii) to pay issuance and other costs in connection therewith, and authorizing the execution of a Lease Agreement by and

between the Jefferson County Building Commission (the “Building Commission”), as Lessor, and The County Commission of Jefferson County (the “County Commission”), as Lessee, a Bond Purchase Agreement by and among the Building Commission, the County Commission and Carty, Harding and Hearn, Inc., as the Underwriter for the Bonds, and other documents and the taking of other actions in connection therewith.

9. 12:15 pm Matt Harvey, Prosecuting Attorney (**pgs. 364-366**)  
 9.1 Approval of Hire- Assistant Prosecuting Attorney—  
 Prosecuting Attorney’s Office  
 9.2 Approval of Hire—Legal Intern – Prosecuting Attorney’s  
 Office
10. 12:20 pm Nikki Painter, Jefferson County County Clerk’s Office (**pgs. 367-  
 385**)  
 10.1 Approval of Depository Bonds for Fiscal Year 2026
11. 12:25 pm Tom Hansen, Jefferson County Sheriff and Treasurer (**pgs. 386-388**)  
 11.1 Approval of Hire—Part-time Bailiffs—Jefferson County  
 Sheriff’s Office  
 11.2 FY26 Pay Rates  
 11.3 COPS Hiring Grant

**\*\* Lunch break- 12:30- 1:30 pm \*\***

12. 1:30 pm Jessica James, Chief Human Resources Officer (**pgs. 389-396**)  
 12.1 Approval of Employee Change in Status – 70 to 80 hours –  
 Department of Engineering, Planning, and Zoning  
 12.2 Approval of Hire – Building Plan Reviewer/Inspector –  
 Department of Engineering, Planning, and Zoning  
 12.3 Approval of Hire – Office Assistant – Department of Fleet  
 and Facilities Management  
 12.4 Approval of Hires – FF/EMTS (4-7) – Emergency Services  
 Agency  
 12.5 Approval of Promotion – Firefighter/Advanced EMT III –  
 Emergency Services Agency  
 12.6 Correction of Clerical Error – Department of Emergency  
 Communications  
 12.7 Approval of Temporary Assignment and Associated Increase  
 – Department of IT and GIS  
 12.8 Approval of Promotion – Chief Deputy of Personal Property  
 – Assessor’s Office  
 12.9 Approval of Cost of Living Adjustments (COLA) and Merit  
 Increases for Elected Offices
13. 1:45 pm Laura Kuhn, director of Fleet and Facilities (**pgs. 397-401**)

- 13.1 Request for approval of the Segra Master Service Agreement for the Cisco Telephone System
  
- 14. 1:50 pm David Bound, Chief Financial Officer **(pgs. 402-403)**
  - 14.1 Adjust FY25 budget items for funding prior to June 13, 2025 WV SAO cutoff
  - 14.2 Revisit Sheriff's FY26 pay rates
  
- 15. 2:00 pm Nathan Cochran, Assistant Prosecuting Attorney **(pg. 404)**
  - 15.1 Discussion and advice from counsel regarding Ongoing Opioids Litigation and related issues.
  
- 16. 3:00 pm Edwina Benites, county administrator **(pgs. 405-406)**
  - 16.1 WVCorp Renewal Options
  - 16.2 HR Series Classes
  - 16.3 Planning Commission emails
  - 16.4 Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property for County office space and/ or courthouse space.

**CORRESPONDENCE AND INFORMATION**

Public Comment emails from: **(pgs. 407-409)**

Brandon Flur  
Patricia Noland  
Letter from Danny Lutz

# Minutes

## Jefferson County Commission

Thursday, May 15, 2025

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A meeting of the Jefferson County Commission was held on Thursday, May 15, 2025, during the second quarterly session at 6:00 p.m. The meeting was held via Zoom and in-person. Present were President Pasha Majdi, Vice President Mike Mood, Commissioner Steve Stolipher, Commissioner Cara Keys, and Commissioner Jack Hefestay. Also present were Edwina Benites-LM, County Administrator; Nathan Cochran, Assistant Prosecuting Attorney; Jacki Shadle, County Clerk; and Lynn Dillow, Administrative Clerk. The archived meeting of the Thursday, May 15, 2025, meeting is available on the Jefferson County Commission website.

### Moment of Silence

### Pledge of Allegiance

### Pledge of allegiance to the West Virginia flag

### APPROVAL OF MINUTES

Commissioner Majdi motioned to approve the meeting minutes for:

April 15, 2025 Special Session Meeting Minutes DRAFT

May 1, 2025 Regular Meeting Minutes DRAFT

May 7, 2025 Special Session Meeting Minutes DRAFT

The motion was approved unanimously.

### APPROVAL OF ACCOUNTS PAYABLE

CHECK NUMBER	VENDOR NAME	UNCLEARED
92370	10-42 TACTICAL LLC	677.99
92371	ADKINS AUTOMOTIVE LLC	601.41
92372	ALICE N PAINTER	3,186.62
92373	AMANDA JACKSON	42.00
92374	AMERICAN FAMILY LIFE INSURANCE COMPANY ICU	1,896.90
92375	ANGELA L BANKS	1,546.24
92376	ATLANTIC EMERGENCY SOLUTIONS, INC.	1,380.13
92377	AUTOZONE	75.77
92378	BEGIN COUNSELING PLLC	10,000.00

92379		BJ'S EMBROIDERY CO INC	27.00
92380		BOLAND TRANE SERVICES INC	2,123.00
92381		BUREAU OF CHILD SUPPORT	1,013.73
92382		BUREAU FOR PUBLIC HEALTH	1,000.00
92383		C&T FORLIFT REPAIR	1,128.93
92384		CASTO & HARRIS INC	440.00
92385		COMPTROLLER OF MARYLAND	1,188.73
92386		COX HOLLIDA YOUNG PLLC	6,500.00
92387		DAVID EVERETT BOOBER	657.60
92388		DIGITAL DOCUMENT SOLUTIONS INC	1,163.86
92389		DOING BETTER BUSINES	200.36
92390		EFTPS IRS TAXES	155,682.42
92391		EMILY MORROW	116.83
92392		EMPOWER RETIREMENT	7,568.37
92393		FIDELITY POWER SYSTEMS	2,479.70
92394		FRONTIER	3,310.06
92395		GUTTMAN OIL CO	5,348.84
92396		INDEPENDENT VOLUNTEER FIRE DEPARTMENT	2,400.00
92397		JAMIN BRANCH	7,671.36
92398		JEFFERSON CO EMERGENCY SERVICES AGENCY	593.49
92399		JEFF CO PARKS & RECREATION COMMISSION	10,000.00
92400		JEFFERSON SECURITY BANK	3,973.00
92401		MARCIA LYNN CHANDLER	118.00
92402		MARNEY TREESE	650.00
92403		MCKESSON MEDICAL-SURGICAL GOVERMENT SOLUTIONS LLC	735.62
92404		NAPA AUTO PARTS	395.43
92405		NATIONWIDE RETIREMENT SOLUTIONS	1,065.00
92406		PA SCDU	320.00
92407		POTOMAC EDISON	3,257.06
92408		RICE TIRES CO	407.67
92409		ROBERTS OXYGEN COMPANY, INC	225.85
92410		ROBIN MULLIKIN	310.00
92411		SHADE EQUIPMENT COMPANY INC	195.95
92412		STAPLES	2,222.52
92413		STATE TAX DEPARTMENT	250.00
92414		SUMMIT COMMUNITY BANK	396.11
92415		TERESA HENDRICKS	70.00
92416		THE HARTFORD	3,635.90
92417		THOMAS DUNCAN	6,194.33
92418		THOMAS HANSEN	394.00
92419		UNIFIRST	180.52

92420		WV DEPUTY SHERIFF RETIREMENT SYSTEM	25,797.19
92421		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	46,029.79
92422		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	165.60
92423		WV REGIONAL JAIL & CORRECTION FACILITY AUTH	60,128.76
92424		WV STATE AUDITOR	2,400.00
92425		WVU WEST VIRGINIA UNIVERSITY	3,700.00
92426	GS/004	GENERAL COUNTY FUND- J FEE	17,511.22
<b>TOTAL</b>			<b>410,750.86</b>

Commissioner Majdi motioned to approve the accounts payable for May 8, 2025 in the amount of \$ 410,750.86. The motion was approved unanimously.

CHECK NUMBER		VENDOR NAME	UNCLEARED
92427		AMERIFLEX	122.40
92428		AT&T	116.59
92429		ATLANTIC EMERGENCY SOLUTIONS, INC.	55.56
92430		BOLAND TRANE SERVICES INC	804.93
92431		CYNTHIA DANNER	1,160.08
92432		DEBBIE LOWE	2,321.93
92433		DOUGLAS H FLETCHER	598.48
92434		FISHER AUTO PARTS	441.47
92435		FRONTIER	10,565.88
92436		GUTTMAN OIL CO	5,749.38
92437		CORPORATE RISK HOLDING INC	245.80
92438		J.C. EHRLICH	908.07
92439		JASON MICKEY	852.76
92440		MARGARET GAINEY	333.70
92441		MCA, INC	3,340.63
92442		MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	729.08
92443		MILLER'S SUPPLIES AT WORK	613.50
92444		POTOMAC EDISON	35,844.59
92445		SOFTWARE SYSTEMS INC	1,174.95
92446		TEK ADVISORS LLC	8,965.67
92447		TONY GAINEY	5,250.00
92448		UNIFIRST	161.04
92449		VALLEY HEALTH EMPLOYER HEALTH	200.00
92450	FG/009	SHERIFF OF JEFFERSON COUNTY	1,419.60
<b>TOTAL</b>			<b>81,976.09</b>

Commissioner Majdi motioned to approve the accounts payable for May 15, 2025, in the amount of \$ 81,976.09. The motion was approved unanimously.

**APPROVAL OF MANUAL CHECKS**

May 8, 2025				
OTHER FUNDS				
Check #	Fund	Vendor		Amount
623	CS/002	WV CORP WV COUNTIES SELF INSURANCE RISK		43000.54
350	DG/003	SHERIFF OF JEFFERSON COUNTY		21.35
15	PF/041	BAKERTON VOLUNTEER FIRE DEPARTMENT		16792.74
16	PF/041	BLUE RIDGE MOUNTAIN VOLUNTEER FIRE DEPARTMENT		16792.74
17	PF/041	CITIZENS VOLUNTEER FIRE DEPARTMENT		16792.74
18	PF/041	FRIENDSHIP VOLUNTEER FIRE DEPARTMENT		16792.74
19	PF/041	INDEPENDENT VOLUNTEER FIRE DEPARTMENT		16792.74
20	PF/041	MIDDLEWAY VOLUNTEER FIRE DEPARTMENT		16792.74
21	PF/041	SHEPHERDSTOWN VOLUNTEER FIRE DEPARTMENT		16792.74
1239	AV/056	ANGELA BANKS		150.00
1240	AV/056	RHONDA WILLINGHAM		150.00
1241	AV/056	VANDA JOHNSON		150.00
404	AR/207	SHERIFF OF JEFFERSON COUNTY		2,832.13
1924	CO/246	84 LUMBER		312.85
1517	IP/249	SHERIFF OF JEFFERSON COUNTY SCHOOL		133.00
1518	IP/249	SHERIFF OF JEFFERSON COUNTY LAW ENFORCEMENT		11,463.70
1519	IP/249	SHERIFF OF JEFFERSON COUNTY PARKS/REC		148,009.92
1520	IP/249	SHERIFF OF JEFFERSON COUNTY EMS		15,573.55
1521	IP/249	SHERIFF OF JEFFERSON COUNTY ADMIN		7,457.46
<b>TOTAL</b>				<b>346,803.68</b>

Commissioner Majdi motioned to approve the manual checks for May 8, 2025, in the amount of \$ 346,803.68. The motion was approved unanimously.

May 15, 2025				
OTHER FUNDS				
Check #	Fund	Vendor		Amount
624	CS/002	FITCH & ASSOCIATES LLC		11,248.75
962	HD/008	ALLIED UNIVERSAL ELECTRONIC MONITORING US INC		3,440.00
963	HD/008	SATELLITE TRACKING OF PEOPLE LLC		1,545.70
1925	CO/246	JAMES TROUT		612.00

<b>TOTAL</b>				<b>16,846.45</b>
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Commissioner Majdi motioned to approve the manual checks for May 15, 2025, in the amount of \$ 16,846.45. The motion was approved unanimously.

**APPROVAL OF PAYROLL**

Commissioner Majdi motioned to approve the payroll for May 9, 2025, in the amount of \$ 437,944.32. The motion was approved unanimously.

**APPROVAL OF REQUISITIONS**

Commissioner Majdi motioned to approve the requisitions for May 15, 2025, in the amount of \$ 197,467.90. The motion was approved unanimously.

**PUBLIC COMMENT:**

Public comment was received by:

- |                    |                      |
|--------------------|----------------------|
| Jacquelyn Milliron | Angela Kable Johnson |
| Tess Burns         | Richard Cooper       |
| Mary Gee           | Anne Paonessa        |
| Amanda Stroud      | Julie Phillabaum     |
| Liz Cook           | Emily Gallagher      |
| Amanda Updike      | Michael George       |
| David Tabb         | Danny Lutz           |
| Giuliana Brogna    | Jess Derr            |
| Christine Wimer    | Jessy Printz         |
| Matt Printz        | Stark Harbor         |

**PRESENTATIONS**

1. Angie Banks- Assessor  
Exoneration(s)

<b>NAME</b>	<b>TYPE</b>	<b>DISTRICT</b>	<b>AMOUNT</b>	<b>TICKET NO.</b>
Benedict, Franco R.	PP	CTD	\$232.48	300605

Commissioner Stolipher motioned to approve the exoneration of ticket Number 300605 as presented by Mrs. Banks. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

2. Roger Goodwin and Michelle Mason, Engineering, Planning, and Zoning Department

Impact Fees 2024 Recalculation Study-Possible Adoption of Revised Administrative Facilities Fees

*This item was removed from the agenda to be scheduled at a later date, to be determined.*

Adoption of Administrative Facilities Impact Fee Ordinance setting new impact fee rates

*This item was removed from the agenda to be scheduled at a later date, to be determined.*

Zoning Map Amendment Request-Charles Town District 2, Map 3, Parcel 9.4

Commissioner Stolipher motioned to move to accept the Landowner Petition and Request for Zoning Map Amendment for Golden Eagle Group, Inc. regarding the land here forth known as Ghazwa's Forest, identified as Charles Town District 1, Map 3, Parcel 9.4, and to schedule a public hearing with the county commission on July 3<sup>rd</sup>, 2025, and to refer the application to the Planning Commission to advise the county commission on the request's consistency with the Comprehensive Plan. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously

3. Steve Holtz, Jefferson County Sheriff's Department  
Deputy New Hire

Commissioner Mood motioned to approve the hire of Tyler Jenkins as a certified probationary deputy beginning June 2, 2025 with a starting salary of \$55,125. The motion was seconded by Commissioner Stolipher. The motion was approved unanimously.

FY 26 Pay Rates

Commissioner Stolipher motioned to table the FY26 pay plan as presented until the next regularly scheduled commission meeting. The motion was seconded by Commissioner Mood. The motion was approved unanimously.

Animal Control New Hire

Commissioner Stolipher motioned to approve the hire of Charlie Schneider as an 80-hour employee beginning May 26, 2025 with a starting salary of \$42,660. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

4. Nikki Painter, Jefferson County Clerk's Office

Set hearing date to hear the petition to remove Executrix Carolyn Jean Carper from the estate of Carol V. Naylor

*Commissioner Stolipher motioned to convene as a Fiduciary Review Board. The motion was seconded by Commissioner Mood and approved unanimously.*

Commissioner Stolipher motioned to refer the petition filed by Leah Chappell Esq on behalf of her client, Gregory A. Naylor, beneficiary, to remove Executrix Carolyn Jean Carper from the Estate of Carol V. Naylor to the next available fiduciary commissioner. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

*Commissioner Stolipher motioned to reconvene in regular session. The motion was seconded by Commissioner Keys and approved unanimously.*

5. Heidi Parker, County Representative to the Charles Town Utility Board

Update on Charles Town Utility Board Activities

*This item was removed from the agenda.*

6. Laura Kuhn, Director of Fleet and Facilities Management ; Brandon Rhodes, Director, Jefferson County Health Department

Requesting approval for the Jefferson County Health Department to expand its office operations into the former Red Cross space currently occupied by the WVU Extension Office

Commissioner Hefestay motioned to approve reallocating the former Red Cross space, currently occupied by the WVU Extension Office, to the Jefferson County Health Department, effective when the WVU Extension Office vacates the offices beginning June 1<sup>st</sup>, with the expectation that the Extension Office will fully vacated by October 1<sup>st</sup>. The motion was seconded by Commissioner Mood. The motion was approved unanimously.

7. Edwina Benites-LM; David Bound; and Jessica James, Administration; Laurie Bracelin and Tom Bracelin, Millenium Group Insurance Company

FY 2026 Employee Health Care Options

Commissioner Majdi motioned to approve the 16.19% increase Proposed Plan #2. The motion was seconded by Commissioner Stolipher. The motion was approved unanimously.

Commissioner Stolipher motioned to approve an increase of the employee contributions for health insurance by 5% per month which amounts to an increase of \$5 per month for employee only coverage; \$20 per month for employee + one; and \$28 per month for family coverage. The motion was seconded by Commissioner Mood. The motion was approved 4-1 (Majdi).

Commissioner Stolipher motioned to transfer dental coverage and life insurance coverage to Sun Life insurance. The motion was seconded by Commissioner Mood. The motion was approved unanimously.

8. Jessica James, Chief Human Resource Officer

Approval of Hire/Promotion – County Planner – Department of Engineering, Planning and Zoning

The agenda item will be brought before the commission at a later time to be determined.

Approval of Hire/Promotion – Facilities Mechanic-Department of Fleet and Facilities Management

Commissioner Keys motioned to approve the hire of Aaron Andrews got the Grade V, full-time, 80-hour position of Facilities Mechanic within the Department of Fleet and Facilities Management, at a salary of \$57,500, effective June 2, 2025. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

Approval of Hires – Dispatch Academy Trainees-Department of Emergency Communications

Commissioner Stolipher motioned to approve the hires of Ashley Lally and Taylor Francesconi as Grade V, full-time, Public Safety Dispatch trainees for the Jefferson County Department of Emergency Communications, each at a rate of \$24.57/hour effective May 19, 2025. The motion was seconded by Commissioner Mood. The motion was approved unanimously.

Approval of Hire – Part-Time Quality Assurance Evaluator – Department of Emergency Communications

Commissioner Stolipher motioned to approve the hire of Barry Williams as a part-time Quality Assurance Evaluator for the Department of Emergency Communications at a rate of 24.61/hr, effective June 16, 2025. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

Approval of Promotion – Lieutenant – Emergency Services Agency

Commissioner Stolipher motioned to approve the promotion of Gary Viands from a full-time Firefighter/Paramedic IV to the full-time position of Lieutenant at a rate of

\$33.21/hour, effective Sunday, June 1, 2025. The motion was seconded by Commissioner Mood. The motion was approved unanimously.

Approval of Hire – Administrative Assistant – Emergency Services Agency

Commissioner Majdi motioned to approve the hire of Natalie Banks-Perkins as a Grade II, full-time, 80-hour Administrative Assistant for the Jefferson County Emergency Services Agency, at a salary of \$45,000, effective May 19, 2025. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

9. David Bound, Chief Financial Officer

FY26 Budget adjustments

Commissioner Stolipher motioned to approve the budget adjustments as presented:

- motion to approve the following FY26 Budget requests:
- motion to approve \$73,512 for Commission wages and taxes
- motion to approve \$5,131 for County Clerk part time help
- motion to approve \$19 for Circuit Clerk wages
- motion to approve \$57,654 for Tax Deputy wages and taxes
- motion to approve \$16,899 for Assessor wages and taxes
- motion to approve \$52,396 for Assessor Valuation insurance
- motion to approve \$3,325 for State Wide Computer network increase
- motion to approve \$87,176 for Fleets and Maintenance building maintenance
- motion to approve \$61,825 for Information Technology wages and taxes
- motion to approve \$45,853 for Regional Development invoice
- motion to approve \$164,803 for Sheriff full time bailiffs overtime wages taxes retirement
- motion to approve \$485 for Sheriff Service of Process uniforms
- motion to approve (\$43,160) for JC Development Authority wages and taxes
- motion to approve (\$29,162) for JC Ministries wages and taxes
- motion to approve (\$496,756) for Contingency Funding

The motion was seconded by Commissioner. Hefestay. The motion was approved unanimously.

JCESA FY25 budget adjustment

Commissioner Stolipher motioned to approve the internal budget transfers as presented. The motion was seconded by Commissioner. Mood. The motion was approved unanimously.

External budget transfers-Funds 009 and 011 and Department 700 Wages

Commissioner Stolipher motioned to table the external budget transfer until the next regularly scheduled commission meeting. The motion was seconded by Commissioner Keys. The motion was approved unanimously.

10. Nathan Cochran, Assistant Prosecuting Attorney

Discussion and review of Comcast Contract/Franchise Agreement with counsel

Commissioner Stolipher motioned to enter into executive session to receive legal advice at 8:43 p.m. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

Commissioner Stolipher motioned to reconvene in regular session at 9:37 p.m. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously

Discussion of Jefferson County Circuit Court Case No. CC-19-2024-C-92

Commissioner Stolipher motioned to enter into executive session to receive legal advice at 8:43 p.m. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

Commissioner Stolipher motioned to reconvene in regular session at 9:37 p.m. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously

**COUNTY ADMINISTRATOR REPORTS**

11. Edwina Benites-LM, County Administrator

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

Commissioner Stolipher motioned to enter into executive session to receive legal advice at 8:43 p.m. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously.

Commissioner Stolipher motioned to reconvene in regular session at 9:37 p.m. The motion was seconded by Commissioner Hefestay. The motion was approved unanimously

Commissioner Stolipher motioned to hold a public hearing to discuss the future disposition of the buildings on the 100 block of East Washington Street at the next night meeting on July 17, 2025. The motion was seconded by Commissioner Hefestay and approved unanimously.

### **Adjourn**

Having no further business, Commissioner Majdi motioned to adjourn the meeting. The motion was seconded and unanimously approved. The Commission adjourned at 9:40 p.m.

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Pasha Majdi, PRESIDENT

Respectfully submitted  
Jacqueline C. Shadle  
Jefferson County Clerk

# Jefferson County Commission

## SIGN-IN SHEET TO SPEAK DURING PUBLIC COMMENT

Thursday, May 15, 2025

NAME (please print)	NAME OF GROUP REPRESENTED	JEFFERSON COUNTY RESIDENT?
Jacquelyn Millison		Yes
Angela Kable Johnson	Charles Town Now	Yes
Tess Burns		Yes
RICHARD COOPER		YES
Mary Gee	Self	Yes
Ann Peorressa	Charles Town Now	Yes
Amanda Strand	Self	
Julie Philabaum	CTA/CT	yes
LIZ COOK	Charles Town	Yes
Emily Galleher	CTN	Yes
Amanda Updike	City HLC <del>Char</del> Citizen	yes
Michael George	Charles Town	yes
David TABB	me	yes
D Luker	Self	yes

**\*THE COMMISSION ALLOWS THREE (3) MINUTES FOR EACH PERSON WISHING TO MAKE PUBLIC COMMENT\***

Randolph Hilton

Giuliana Brogna

Jess Derr

Randy Schell

Christine Wimer

Jessy Prutz

Matt Prutz

Stark Harbors

## Public Comment for Jefferson County Commission meeting for May 15, 2025

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

### **PUBLIC COMMENT –**

I, David Tabb, attended the Jefferson County Building Commission (JCBC) meeting on 5-13-2025. I have attached my public comment that was sent via email and personally submitted. I made the request that the meeting should not move forward, with numerous violations including there was no public release for an agenda pack or the minutes that were approved from 12-19-24. On 5-14-25, via the County Alert, it appears the Administrative Office posted the documents in question, some 20 minutes prior to the meeting, beginning at 5:00pm. Again, a violation of the Open Meeting Act that requires 72-hours posting before a meeting. With further review with the documents to include the minutes of 12-19-24, the packet presented at that meeting has yet been made public. An additional violation. Within the minutes of 12-19-24, it was noted that the by-laws, terms and the officers were questionable and that Addie Crawford is considered a County Employee and therefore, could not act in the capacity of President or Chair for the JCBC. The minutes also include only one building, which is 393 N. Lawrence St (Ranson) and no other meetings occurred to adopt a second building: 330 N. George St, nor the 16-million-dollar proposed bond.

The 5-13-25, meeting, so called "first reading" was not proper and is incomplete due to the JCC not making an affirmation to JCBC from 9M to 16M and the additional property without prior notice to the public of such changes. Now, this meeting is being considered the first reading of a bond proposal without clarification or a quorum.

It appears that the JCC had already approve the 19M from capital funding for 393 N. Lawrence St only. The JCC has not posted the actual cost of any of the properties, nor how the capitol funding would be used in affiliation with the bonding. How is the JCC using 19M in capital funding, then trying use a lease revenue bond for 16M thru the JCBC process, when the JCBC has no other source of revenue nor protection of its assets and liabilities, if the JCC defaults.

With all that's been stated above, I have yet to read that the JCC and JCBC have listed the Blue-Sky laws, post the Red Herring documents and that this process has been approved by the U.S. Securities and Exchange Commission.

If the JCC thinks this bonding process is a done deal, good luck with that!

*"The public reserves the right to call out the public officials to follow the required laws to ensure the constitutional rights of the public. The Government is to be "open for business" and not deprived the public of notice and comments that would violate ethic provisions.*

*It is hard to be safe, with the current County Commission.*

**Have a nice day!**

**Public Comment for Jefferson County Building Commission meeting for  
May 13, 2025 at 5:00p.m.**

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

**PUBLIC COMMENT –**

The alert to this Special Meeting was sent on Friday, 5-9-2025, at 10:39pm. First of all, this was schedule outside of normal business hours without the proper 72-hours' notice. Violation.

Two Commissioner are needed to sign off in order to hold a special meeting. Who signed this approval and where? Violation.

The Building Commission has listed "Approval of Minutes" for the 12-19-2024, Special Meeting with no minutes posted to approve. Violation.

**Agenda #1-** A Special Meeting was called for May 7, 2025, with no agenda pack. Notice was sent on Sunday, 5-4-25, @ 8:37pm, that needed two (2) Commissioners and is not within the required 72-hour notice. There was no copy of the bond for the new county complex or who started the bonding process or approved.

**Agenda #2- First Reading:** The posting of proposed bond is required to be in the Agenda Pack, failing to post is in violation for this Commission to act (Violation of Open Meeting Act).

In reviewing the JCC press release (May 8, 2025), it appears, that the JCC has already approved the 20-year bond structure to include the bond rate of 4.627% and is moving forward.

I, David Tabb, urge this Commission to halt this meeting, reschedule, post your agenda pack and all required documents. I also urge the Commission to review the JCC press release (May 8, 2025), and try to find the JCC postings and bids that are required before taking any action.

The JCC special session of May 7, 2025, was posted Sunday, May 4, 2025 @ 8:37pm, less than the 72-hour requirement with no agenda pack and not approved during business hours. Violation. The meeting was only open for three (3) minutes in which Commissioner Majdi could only ask for a motion, and could not present a motion on his own, as President. This meeting and motion is in violation of numerous requirements within the Open Meeting Act.

*"The public reserves the right to call out the public officials to follow the required laws to ensure the constitutional rights of the public. The Government is to be "open for business" and not deprived the public of notice and comments that would violate ethic provisions.*

*It is hard to be safe, with the current County Commission.*

**Have a nice day!**

Amanda  
Stroud

Good Evening again.

If this has not already been done: please install/fix the patch ASAP so as to allow continued public comment via Zoom during commission meetings. Limiting this function denies those who for whatever reason cannot participate in public a seat at the table. And this does not only affect those wishing to make public comments but also candidates for boards and commissions along with stakeholders and other experts who could provide insight on topics before the commission.

And am happy to see that the draft April 15<sup>th</sup> minutes have made an appearance. On a related topic am disappointed that the building financing RFP was not included in the May 1<sup>st</sup> agenda packet. As the agenda packet was already 191 pages long didn't think 20 extra pages would have caused an undue hardship. Thankfully some of the financing information was part of the ordinance the Jefferson County Building Commission voted on on May 13<sup>th</sup>.

Name:

Department or Organization:

Commission Meeting Date:

Special Meeting Date (if necessary):

Subject (wording to be placed on agenda):

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

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

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

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

If not attached, explain:

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

Contact Information:

Phone Number:

Email Address:

PRESIDENT  
*Pasha Majdi*

VICE PRESIDENT  
*Mike Mood*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

To: Commissioner Pasha Majdi  
Commissioner Steve Stolipher  
Commissioner Mike Mood  
Commissioner Cara Keys  
Commissioner Jack Hefestay

From: Edwina Benites-LM, county administrator

Re: Boards and Commissions, June 5, 2025

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Summary:

1. Public Defender Corporation for the 28<sup>th</sup> Judicial Circuit interviews and appointments
2. Jefferson County Water Advisory Committee bylaws update to fix a typo regarding quorum
3. Jefferson County Water Advisory Committee interviews and appointments

### **1. Public Defender Corporation for the 28th Judicial Circuit**

Effective July 1, Jefferson County will become a complete judicial circuit (Twenty-Eighth Judicial Circuit). As a result, the Jefferson County Commission is authorized to appoint two members to the board of the Public Defender Corporation for the Twenty-Eighth Judicial Circuit.

For your reference, I've attached the relevant section of the West Virginia Code as well as the organizing documents and bylaws for the Public Defender Corporation. Please note that standard board terms have not yet been finalized by the Corporation, and term lengths may be subject to change.

Let me know if you need a version for a formal letter or meeting packet.

#### Applicants nominated for an interview:

- Jim Auxer
- Gail Boober

#### **Suggested motion:**

- Motion to appoint \_\_\_\_\_ as a director of the Public Defender Corporation for the 28<sup>th</sup> Judicial Circuit for a term expiring July 1, 2027.
- Motion to appoint \_\_\_\_\_ as a director of the Public Defender Corporation for the 28<sup>th</sup> Judicial Circuit for a term expiring July 1, 2028.

**2. Jefferson County Water Advisory Committee bylaws update to fix a typo regarding quorum**

When the Commission approved an increase in the number of citizen representatives on the Jefferson County Water Advisory Committee, the total number of committee members also increased. However, the bylaws were not updated to reflect a revised quorum consistent with this larger membership.

Attached is an updated version of the Committee’s bylaws, which adjusts the quorum requirement from five (5) to six (6) members to ensure appropriate representation for decision-making.

**Suggested Motion:**

Motion to approve the revised bylaws of the Jefferson County Water Advisory Committee, updating the quorum requirement from five (5) to six (6) members.

**3. Jefferson County Water Advisory Committee Interviews Appointments**

The Commission will consider appointments to the Jefferson County Water Advisory Committee

Applicants nominated for interview:

- One (1) staff member of the Jefferson County Department of Engineering, Planning and Zoning
  - Will Smith
- One (1) staff member of the Charles Town Utility Board;
  - Kristen Stolipher
- Three (3) members of the residents of Jefferson County (ideal qualifications for appointment to include professional experience in the areas of natural resources, hydrogeology and/or grant writing); and
  - Mary Sell
  - Margaret Liskey
  - Than Hitt
  - Daniel Hayes
  - Marta Beck
- One (1) county commissioner who will have full voting privileges.
  - Select a county commissioner

**Suggested Motions:**

- Motion to appoint \_\_\_\_\_ to the staff member of the Jefferson County Department of Engineering, Planning and Zoning seat on the Water Advisory Committee for a term ending July 1, 202X.

- Motion to appoint \_\_\_\_\_ to the staff member of the Charles Town Utility Board seat on the Water Advisory Committee for a term ending July 1, 202X.
- Motion to appoint \_\_\_\_\_ to a resident seat on the Water Advisory Committee for a term ending July 1, 2028.
- Motion to appoint \_\_\_\_\_ to a resident seat on the Water Advisory Committee for a term ending July 1, 2027.
- Motion to appoint \_\_\_\_\_ to a resident seat on the Water Advisory Committee for a term ending July 1, 2026.
- Motion to appoint \_\_\_\_\_ to the County Commission seat on the Water Advisory Committee for a term ending January 1, 2026.

# BYLAWS

## JEFFERSON COUNTY WATER ADVISORY COMMITTEE

### ARTICLE I NAME AND PLACE OF BUSINESS

**Section 1. Name:** Jefferson County Water Advisory Committee, hereinafter referred to as the “WAC.”

### ARTICLE II PURPOSE AND COMPLIANCE WITH APPLICABLE LAWS

**Section 1. General:** The WAC is organized under the Jefferson County resolution approved April 17, 2025.

**Section 2. Purpose:** The purpose of, and goals for the WAC are to provide recommendations and to be responsive to the Jefferson County Commission regarding Jefferson County’s water availability, quality, and sustainability; the protection of water resources through education concerning good stewardship and best management practices, the promotion of recreational access, and the participation in planning and regional coordination in furtherance these goals.

### ARTICLE III MANAGEMENT AND MEMBERSHIP OF THE WAC

**Section 1. Membership.** The WAC consists of eleven (11) voting members:

1. One (1) staff member of the Jefferson County Health Department;
2. One (1) staff member of the Jefferson County Department of Engineering, Planning and Zoning;
3. One (1) staff member of the Charles Town Utility Board;
4. One (1) staff member of the Shepherdstown Water Department;
5. One (1) staff member of Harpers Ferry Water Works;
6. One (1) staff member of Harpers Ferry- Bolivar Public Service District;
7. One (1) staff member of the West Virginia State Department of Environmental Protection;
8. Three (3) members of the residents of Jefferson County (ideal qualifications for appointment to include professional experience in the areas of natural resources, hydrogeology and/or grant writing); and
9. One (1) county commissioner who will have full voting privileges.

**Section 2. Appointment and Terms of Members.** The Jefferson County Commission shall appoint members of the WAC for a period of three (3) years with terms expiring on January 15<sup>th</sup>. In 2025, the first appointees will be appointed with staggered terms.

A member may be reappointed for such additional terms as the County Commission may deem proper. Successors to vacant positions will serve out the positions' unexpired term before qualifying for a full, three-year term. Members in office at the expiration of their term shall continue to serve until a successor has been appointed and qualified.

The County Commission representative's term will expire on January 1 annually. All members must be approved by the County Commission and sworn in by the County Clerk before they can make motions or vote in any WAC meeting or attend executive sessions.

**Section 4. Resignation or Removal of Members.** If a member of the WAC resigns, the President or Vice President of WAC shall immediately notify the County Commission and request the appointment of a qualified person to fill the vacancy left by the resigning member. The County Commission may remove any member of the WAC by an order duly entered of record and may appoint a successor member for any member so removed.

**Section 5. Vacancies.** If requested to do so by the County Commission, the members shall recommend to the County Commission the names of qualified persons for appointment to fill either pending or existing vacancies in the membership.

#### **ARTICLE IV MEETINGS OF THE WAC MEMBERS**

**Section 1. Time and Place.** The WAC members shall meet on the third Tuesday of each month at 3:00 pm at the office of the Jefferson County Commission meeting room and virtually or at a place and time otherwise designated for the meeting. If the meeting day falls on a legal holiday, the meeting shall be held the following day or another day designated.

**Section 2. Quorum.** A majority of appointed board seats constituting five (5) of the WAC members will constitute a quorum and no action of the WAC shall be official unless authorized by a quorum at a regular or special meeting.

**Section 3. Voting.** Each member of the WAC present, in-person or virtually, shall have one vote on each matter under consideration by the WAC. The Commission representative will only have the ability to vote in the event of a tie.

**Section 4. Special Meetings.** Special meetings of the WAC may be called by the President of the WAC.

**Section 6. Meeting Notice.** Notice shall be provided at least three (3) business days before a regularly scheduled meeting date, and at least seven (7) calendar days before a special meeting.

The meeting notice will also be provided to the Jefferson County Commission at the same time members are notified and should be published by Commission staff in a practice consistent with Jefferson County Commission public meetings.

**Section 7. Agenda.** The President shall prepare and send the meeting agenda. A member who wishes to include an item on the agenda shall notify the President at least seven (7) calendar days before a regularly scheduled meeting.

**Section 8. Meeting Format.** The format for all regular meetings of the WAC members shall be as follows:

- I. Call to Order
- II. Determination of Members Present and Existence of a Quorum
- III. Public Comment Period
- IV. Review/ Approve Minutes
- V. Old Business
- VI. New Business
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Nothing in the above format precludes adding items to or deleting specific items from the agenda, including but not limited to executive sessions as authorized by the West Virginia Open Meetings Act.

All meetings shall be conducted according to Robert's Rules of Order and in accordance with the West Virginia Open Governmental Proceedings Act.

## **ARTICLE V CONFIDENTIALITY OF EXECUTIVE SESSION**

**Section 1. Executive Session.** An executive session may be called by a majority vote of the members present for purposes of discussing such matters as are authorized in executive session by public agencies pursuant to West Virginia Code § 6-9A-4, *Exceptions*.

## **ARTICLE VI OFFICERS**

**Section 1. Officers.** The officers of the WAC shall be the President, Vice President, and Secretary. Each officer must be a member of the WAC.

**Section 2. Election of Officers.** Annually, all officers of the WAC shall be elected by the members at the WAC's January regularly scheduled meeting. Officers shall serve until the next annual election and until their successors are duly elected and qualified. Officers may be reelected for successive terms.

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## **ARTICLE VII DUTIES OF OFFICERS**

**Section 1. President.** The President shall preside as chair at all meetings of the membership of the WAC. The President shall attend to the executive business of the WAC and exercise such powers as may be conferred by the members and by these bylaws.

**Section 2. Vice President.** If the President is absent or for any reason or unable to discharge any of the duties of the office, then the same shall be discharged by the Vice President or in the absence of the Vice President, by any remaining officer.

**Section 3. Secretary.** The Secretary of the WAC shall be its recording officer and shall, when practicable, be present at all meetings of the members, and shall keep or cause to be kept a regular record of the proceedings of such meetings. The Secretary shall sign the minutes of the meetings. The Secretary shall have charge of the minutes, be the custodian of deeds and other important writings and papers of the Authority, and shall also perform such other duties as the office may have under law or as may be conferred from time to time by the membership. Minutes of the meetings of the Authority may be taken by a person other than a member of the Authority at the discretion of the Secretary.

Funds shall be expended following Jefferson County Commission Finance Policies and guidance of the West Virginia State Auditor.

## **ARTICLE VIII AMENDMENTS**

**Section 1. Amendments.** These bylaws may be amended at any regular or special meeting of the WAC by a two-thirds vote of the entire membership; provided, however, that written notice, shall be sent in accordance with Article IV Section 8 of these bylaws. The written notice shall provide the proposed amendment and be given to each member at least 10 days prior to the regular or special meeting at which the proposed amendment will be considered.

**Section 2. Approval by the County Commission.** Bylaws changes shall be submitted to members of the Jefferson County Commission for their approval after the adoption by the WAC. Bylaw amendments shall become effective by final approval of the Jefferson County Commission.

Approved: April 17, 2025

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Pasha Madji  
President, Jefferson County Commission

# **BYLAWS**

## **JEFFERSON COUNTY WATER ADVISORY COMMITTEE**

### **ARTICLE I**

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Approved: April 17, 2025

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Pasha Madji  
President, Jefferson County Commission

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



Name: Dawn Newell, and Erin Brittain

Department or Organization: Division of Water and Waste Management, West Virginia Department Environmental Protection; and, Office of Environmental Remediation, Division of Land Restoration

Estimation of amount of time needed for appointment:

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

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

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

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

**Presentation**

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

PRESIDENT

*Pasha Majdi*

VICE PRESIDENT

*Mike Mood*

COMMISSIONER

*Cara Keys*

COMMISSIONER

*Steve Stolipher*

COMMISSIONER

*Jack Hefestay*

Jeremy Bandy

Agency Director, Division of Water and Waste Management

West Virginia Department of Environmental Protection

601 57th Street SE

Charleston, WV 25304

Dear Director Bandy:

Thank you for leading the Division of Water and Waste Management (DWWM) in its mission to preserve, protect, and enhance West Virginia's watersheds for the benefit and safety of our citizens. Your mission to control surface and groundwater pollution from any source is critical to the welfare of the citizens of Jefferson County.

Jefferson County's karst hydrogeology provides unique challenges for water management and water quality protection. We commissioned a study in 2012, *County-Wide Groundwater Assessment* ("2012 Assessment"), enclosed and attached, to study our groundwater resources. The 2012 Assessment noted that our karst hydrogeologic conditions that enhance groundwater availability "also have the potential to enhance the susceptibility of the groundwater aquifer to contamination, particularly in karst areas that contain dissolution channels and may have direct connection with surficial drainage patterns."<sup>1</sup>

At the February 6, 2025 Jefferson County Commission meeting, we received testimony from U.S. Geology Survey (USGS) hydrologist Mark Kozar, groundwater specialist for the Virginia and West Virginia Water Science Center (VWVWSC) based in Charleston, WV, and from Douglas L. Moyer, Associate Director for Studies and Supervisory Hydrologist for the VWVWSC based in Richmond, VA. Mr. Kozar explained the effect of karst terrain on groundwater susceptibility to contamination:

*[t]he karst bedrock terrain of Jefferson County is extremely susceptible and vulnerable to contamination from any activity that's happening to the land surface, which includes agriculture, industrial activity, suburban development, somebody's septic system in their backyard, leaking underground storage tanks, you name it. Any of that material has the potential to get into the groundwater system. So, understanding the rate and the movement of the groundwater flowing through the aquifer is especially important so that you can manage and protect that resource.*

We write to inquire about water management in Jefferson County. Your agency is responsible for water management under the Water Resources Protection Act and water quality under the Groundwater Protection Act. We write you to request more information about your efforts in Jefferson County to administer these two laws.

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<sup>1</sup> See p.4, available here:

[www.jeffersoncountywv.org/home/showpublisheddocument/3783/635731610783730000](http://www.jeffersoncountywv.org/home/showpublisheddocument/3783/635731610783730000).

We are interested in the status of the state’s ongoing water resources survey, per §22-26-3, of consumptive and nonconsumptive surface water and groundwater withdrawals by large-quantity users and in particular the current USGS Study: *Estimation of Groundwater and Surface Water Withdrawals and Water User in the Northern Shenandoah Valley in Virginia and West Virginia* (“USGS Estimation Proposal”) enclosed and attached.<sup>2</sup>

We are also particularly interested in how large-quantity user withdrawals could affect personal use of water by nearby residents, especially well water. Moreover, due to our karst terrain, we are further interested in how large-quantity user withdrawals would affect personal use of water by residents throughout the county and even neighboring counties, including availability of water for our farmers. We note the possibility of a state study in partnership with USGS and encourage you to contact Mr. Kozar. We would be happy to arrange an introduction and have enclosed information Mr. Kozar presented to the County Commission.

We are also interested in DWWM’s management of water quality under the Groundwater Protection Act. Prior industrial activity in our county left a “plume” of hazardous chemicals in a karst cavern that has not yet migrated into local groundwater. We are concerned about the potential for groundwater contamination by large-quantity user withdrawals nearby. In particular, if large-quantity user withdrawals were to take place nearby, we are interested in whether these withdrawals could shift or “migrate” the plume into water used for local home wells, and how DWWM would address this problem. We would be grateful for a detailed exposition on both topics, and we invite you to present to the Jefferson County Commission at an upcoming commission meeting this Spring. We would be happy to host a presentation on these topics at any of our meetings on the following dates:

- March 20, 2025 at 6:00 p.m.
- April 3, 2025 at 9:30 a.m.
- April 17, 2025 at 6:00 p.m.
- May 1, 2025 at 9:30 a.m.
- May 15, 2025 at 6:00 p.m.

If an in-depth presentation is not feasible, we request written answers to these two questions:

1. **How will DWWM ensure compliance of large-quantity users in Jefferson County with the Water Resources Protection Act that requires protection and conservation of water resources to provide for the public welfare?**
2. **How will DWWM ensure that withdrawals at or near a plume of contaminants in Middleway, WV will not negatively affect water for personal use of Jefferson County residents, including well water and drinking water?**

We respectfully request a prompt written response and suggest 60 days as a reasonable timeline. Or, if DWWM is available to present at an upcoming Jefferson County Commission meeting as outlined above, we would greatly appreciate a presentation on these topics.

We are proud of the contributions that Jefferson County has made and continues to make towards the Environmental Protection Agency’s (EPA) and the state’s mandated Chesapeake

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<sup>2</sup> See USGS Estimation Proposal at p. 3 describing “Future Efforts” as follows: “[t]his proposal describes one preliminary step towards the goal of producing a water budget and predictive groundwater model for the northern Shenandoah Valley region.”

water quality goals<sup>3</sup> and ongoing work implementing state required Per- and Polyfluoroalkyl Substances reductions in public water supplies.<sup>4</sup> We continue to value the relationships we have with state and federal agencies to meet these and other challenges through collaborative partnerships.

Thank you for your work to protect the welfare of West Virginia citizens. We look forward to receiving more information on these important topics and to continue our commitment of working together for the benefit and safety of our citizens.

Regards,

Pasha Majdi  
President, Jefferson County Commission

Enclosures:

- *County-Wide Groundwater Assessment (2012)*
- *Estimation of Groundwater and Surface Water Withdrawals and Water User in the Northern Shenandoah Valley in Virginia and West Virginia*
- *Mark Kozar, February 6, Presentation and Proposal*

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<sup>3</sup> Jefferson County is one of the eight counties in West Virginia required to reduce nitrogen, phosphorous, and sediment pollution in the Chesapeake Bay pursuant to President Barack Obama's May 12, 2009 Executive Order directing the Environmental Protection Agency to implement regulations requiring specific total maximum daily load reductions (TMDL) of these pollutants; in 2014, West Virginia signed on to the 2014 Chesapeake Bay Watershed Agreement and created separate Watershed Implementation Plans, which are currently in Phase III (2018-2025). Jefferson County by acreage is one of the state's largest agricultural acreage counties and the efforts made by Jefferson County farmers and citizenry to assist the state in reaching the federally mandated reductions are significant.

<sup>4</sup> Jefferson County's public water systems are required to comply with West Virginia's PFAS Protection Act (HB 3189) and EPA regulations by developing PFAS action plans to address public drinking water supplies in areas identified in USGS' Scientific Investigative Report 2022-5067: *Occurrence of Per- and Polyfluoroalkyl Substances and Inorganic Analytes in Groundwater and Surface Water Used as Sources for Public Water Supply in West Virginia*, <https://pubs.usgs.gov/publication/sir20225067>.



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west virginia department of environmental protection

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Division of Water and Waste Management  
601 57<sup>th</sup> St. SE, Charleston, WV 25304  
Phone: (304) 926-0495; Fax: (304) 926-0463

Harold D. Ward, Cabinet Secretary  
dep.wv.gov

May 30, 2025

Jefferson County Commission  
Pasha Madji, President  
124 East Washington Street, P.O. Box 250  
Charles Town, WV 25414

Dear Mr. Madji:

Thank you for your letter seeking information relating to our agency's role and authority to carry out the Water Resources Protection and Management Act in Jefferson County. The information herein is in regard to your two questions posed as well as some related details you may find helpful.

1. **How will DWWM ensure compliance of large-quantity users in Jefferson County with the Water Resources Protection Act that requires protection and conservation of water resources to provide for the public welfare?**

Any entity that withdraws more than 300,000 gallons in 30 days from the state's water resources (surface or groundwater), and anyone who bottles water for resale, regardless of the quantity withdrawn, is considered a LQU. These LQUs use the West Virginia Department of Environmental Protection (WVDEP) Electronic Submission System (ESS) to report their withdrawals annually. LQU surveys are collected between January 1 and March 31 of the year following water withdrawal; WVDEP will receive 2025 reports beginning January 1, 2026. Any noncompliance by a Large Quantity User with the Water Resources Protection Act is addressed in accordance with West Virginia Code §22-26-6 and 60 CSR 6. WVDEP has been collecting LQU information and monitoring trends in water use since 2010. WVDEP shares water withdrawal with research partners including state universities and the USGS as well as the Joint Legislative Oversight Commission on State Water Resources annually.

In 2023, Jefferson County had a total of 8 LQUs (consisting of 1 hydroelectric, 1 mining, 2 agri/aquaculture, 1 timber, and 3 public water supplier types) with a reported water withdrawal of 81,711,512,942 gallons. The LQU data represents our best insight into water use throughout West Virginia but is by no means definitive. WVDEP does not collect any water withdrawal information on users below the LQU threshold; therefore, the cumulative impact of such withdrawals is unknown.

2. **How will DWWM ensure that withdrawals at or near a plume of contaminants in Middleway, WV will not negatively affect water for personal use of Jefferson County residents, including well water and drinking water?**

Previous owners of the former 3M site chose to enter the site into the Voluntary Remediation Program (VRP) to address groundwater contamination. Groundwater was treated and contamination was reduced to a point at which monitoring was no longer required. A land use covenant is attached to the property deed that restricts certain land uses as well as changes in land use and requires WVDEP notification for building permits and proposals for any site work that could affect the contamination on the property. Given that activity has occurred at the site and conditions have changed, the site will be reevaluated for current and future conditions to determine the status of the groundwater contaminant plume and assess the potential for contaminant plume migration.

While the Division of Water and Waste Management (DWWM) is responsible for protecting and managing water resources statewide, several projects have been carried out in karst regions given the increased water quality and/or quantity vulnerability. Projects that have directly, and indirectly benefited Jefferson County include:

- DWWM in collaboration with the USGS began a statewide borehole geophysics project in 2015. This project was developed to provide scientific assessment of the processes controlling groundwater storage and flow in fractured rock aquifers of West Virginia. Phase I (data collection) occurred from 2014 – 2019. Phase II (analytics and report) occurred from 2019. The borehole geophysics data collected for this project is the only mechanism with allows a detailed characterization of the fracture-controlled bedrock aquifers upon which so many residents and commercial and industrial entities rely as a primary source of water. Results of the study (an investment of over \$480,000) will aid in future assessment and management of groundwater resources within the State. The final publication is anticipated in Summer of 2025.
- DWWM is currently working with the USGS on an *Estimation of Groundwater and Surface Water Withdrawals and Water Use in the Northern Shenandoah Valley in Virginia and WV* project expected to be complete in December 2025. This project began in October 2023 and cost a total of \$310,000 over 2.25 years. The objective of the investigation is to assess water use and withdrawals from surface water and groundwater resources within the northern Shenandoah Valley. Analysis of water-use data from this investigation will support development of a predictive groundwater flow model in the future. Specifically, this effort will: 1. Collect and compile existing, reported, and/or other known water use data within the Northern Shenandoah Valley, and 2. Develop methods to estimate unreported water use within the Northern Shenandoah Valley, with emphasis on rural residential/domestic self-supply and agricultural water use. This project is a preliminary step towards the goal of producing a water budget and predictive groundwater model for the Northern Shenandoah Valley region.
- DWWM continues to participate in the quarterly stream gaging council meetings to support cooperation and prioritization of statewide water resources data development. The local gaging network managed by the USGS currently consists of 183 stream gauges and 19 groundwater level monitoring wells.
- DWWM is currently working with the USGS on finalizing a project to develop *Water Budgets for River Basins in West Virginia*. This type of course, statewide availability model will

support any more specific water modeling project(s) at finer scales based on identified need(s) and funding.

- Additional related USGS studies include *Hydrogeology and Ground-Water Flow in the Opequon Creek Watershed area, Virginia and West Virginia* (<https://pubs.usgs.gov/sir/2009/5153/pdf/sir2009-5153.pdf>), *Hydrogeologic Factors Affecting Base-Flow Yields in the Jefferson County Area, West Virginia October – November 2007* (<https://pubs.usgs.gov/sir/2009/5145/pdf/sir2009-5145.pdf>), and *Groundwater Quality in West Virginia 1993-2008* (<https://pubs.usgs.gov/sir/2012/5186/pdf/sir2012-5186.pdf>).
- *Hydrogeology, Karst, and Groundwater Availability of Monroe County, WV* Scientific Investigations Report 2023-5121 available at <https://doi.org/10.3133/sir20235121> serves as a helpful reference as this area has similarly complex, karst geology, and potential for growth and related water resource challenges that may arise. This recent project was developed in response to inquiries from the Monroe County Commission requesting assessment of the water resources, for both current [2023] and future demand, and to provide information to support protection and management of the county's valuable groundwater resources. WVDEP partnered with the Monroe County Commission, Department of Health, USGS, and private donors to fund this project.
- On April 11, 2025, Josephine Saikali (Environmental Program Coordinator at Region 9 Eastern Panhandle Regional Planning and Development Council chartered to apply and administer grants for the counties and municipalities) contacted WVDEP Water Use Program Manager to discuss the feasibility of a county-wide groundwater study update with WVDEP funding. This request would update similar work done by the Jefferson County Commission back in 2012 with a cost estimate of \$100,000 but likely is not needed if a larger groundwater model study happens. Berkeley County in coordination with this same group did a similar countywide study of groundwater in 1995 (USGS WRI 93-4073 available at <https://pubs.usgs.gov/wri/1993/4073/report.pdf>). Geologically, it makes sense to combine any updates to this type of endeavor in the future.

Similar to the project with the Monroe County Commission, DWWM is willing to partner with the Jefferson County Commission and others to discuss and consider funding options for a USGS project to further study the water resources in Jefferson County. DWWM also recommends inviting Berkeley County to participate as this type of local project can likely be more efficiently completed together in terms of need, effort, and cost. Please contact me at [Jeremy.W.Bandy@wv.gov](mailto:Jeremy.W.Bandy@wv.gov) or 304-925-0499 x 43894 to schedule a meeting to discuss this information and how we can best work together moving forward.

Sincerely,



Jeremy W. Bandy  
Director

cc: Scott Driver, Acting General Counsel, WVDEP (via email)  
Erin Brittain, ERPM1, WVDEP-DLR (via email)  
Mindy Neil, ERPM3, WVDEP-DWWM (via email)

# **WEST VIRGINIA LEGISLATURE**

## **2025 REGULAR SESSION**

**Introduced**

### **House Bill 3025**

By Delegates Funkhouser, Ridenour, Flanigan, and

Linville

[Introduced February 27, 2025; referred to the

Committee on Energy and Public Works]

1 A BILL to amend and reenact §22-26-8 of the Code of West Virginia, 1931, as amended, relating to  
 2 the Water Resources Protection Act; providing definitions; and establishing reporting  
 3 requirements for underground water extracted in growth counties.

*Be it enacted by the Legislature of West Virginia:*

**ARTICLE 26. WATER RESOURCES PROTECTION ACT.**

**§22-26-8. State Water Resources Management Plan; powers and duty of secretary.**

1 (a) The secretary shall oversee the development of a State Water Resources Management  
 2 Plan to be completed no later than November 30, 2013. The plan shall be reviewed and revised as  
 3 needed after its initial adoption. The plan shall be developed with the cooperation and involvement  
 4 of local and state agencies with regulatory, research or other functions relating to water resources  
 5 including, but not limited to, those agencies and institutions of higher education set forth in section  
 6 three of this article and a representative of large-quantity users. The State Water Resources  
 7 Management Plan shall be developed utilizing the information obtained pursuant to said section  
 8 and any other relevant information available to the secretary.

9 (b) The secretary shall develop definitions for use in the State Water Resources  
 10 Management Plan for terms that are defined differently by various state and federal governmental  
 11 entities as well as other terms necessary for implementation of this article.

12 (c) The secretary shall continue to develop and obtain the following:

13 (1) An inventory of the surface water resources of each region of this state, including an  
 14 identification of the boundaries of significant watersheds and an estimate of the safe yield of  
 15 sources for consumptive and nonconsumptive uses during periods of normal conditions and  
 16 drought.

17 (2) A listing of each consumptive or nonconsumptive withdrawal by a large-quantity user,  
 18 including the amount of water used, location of the water resources, the nature of the use, location  
 19 of each intake and discharge point by longitude and latitude where available and, if the use  
 20 involves more than one watershed or basin, the watersheds or basins involved and the amount

21 transferred.

22 (3) A plan for the development of the infrastructure necessary to identify the groundwater  
23 resources of each region of this state, including an identification of aquifers and groundwater  
24 basins and an assessment of their safe yield, prime recharge areas, recharge capacity,  
25 consumptive limits and relationship to stream base flows.

26 (4) After consulting with the appropriate state and federal agencies, assess and project the  
27 existing and future nonconsumptive use needs of the water resources required to serve areas with  
28 important or unique natural, scenic, environmental or recreational values of national, regional,  
29 local or statewide significance, including national and state parks; designated wild, scenic and  
30 recreational rivers; national and state wildlife refuges; and the habitats of federal and state  
31 endangered or threatened species.

32 (5) Assessment and projection of existing and future consumptive use demands.

33 (6) Identification of potential problems with water availability or conflicts among water uses  
34 and users including, but not limited to, the following:

35 (A) A discussion of any area of concern regarding historical or current conditions that  
36 indicate a low-flow condition or where a drought or flood has occurred or is likely to occur that  
37 threatens the beneficial use of the surface water or groundwater in the area; and

38 (B) Current or potential in-stream or off-stream uses that contribute to or are likely to  
39 exacerbate natural low-flow conditions to the detriment of the water resources.

40 (7) Establish criteria for designation of critical water planning areas comprising any  
41 significant hydrologic unit where existing or future demands exceed or threaten to exceed the safe  
42 yield of available water resources.

43 (8) An assessment of the current and future capabilities of public water supply agencies  
44 and private water supply companies to provide an adequate quantity and quality of water to their  
45 service areas.

46 (9) An assessment of floodplain and stormwater management problems.

47 (10) Efforts to improve data collection, reporting and water monitoring where prior reports  
48 have found deficiencies.

49 (11) A process for identifying projects and practices that are being, or have been,  
50 implemented by water users that reduce the amount of consumptive use, improve efficiency in  
51 water use, provide for reuse and recycling of water, increase the supply or storage of water or  
52 preserve or increase groundwater recharge and a recommended process for providing  
53 appropriate positive recognition of those projects or practices in actions, programs, policies,  
54 projects or management activities.

55 (12) An assessment of both structural and nonstructural alternatives to address identified  
56 water availability problems, adverse impacts on water uses or conflicts between water users,  
57 including potential actions to develop additional or alternative supplies, conservation measures  
58 and management techniques.

59 (13) A review and evaluation of statutes, rules, policies and institutional arrangements for  
60 the development, conservation, distribution and emergency management of water resources.

61 (14) A review and evaluation of water resources management alternatives and  
62 recommended programs, policies, institutional arrangements, projects and other provisions to  
63 meet the water resources needs of each region and of this state.

64 (15) Proposed methods of implementing various recommended actions, programs,  
65 policies, projects or management activities.

66 (d) The State Water Resources Management Plan shall consider:

67 (1) The interconnections and relationships between groundwater and surface water as  
68 components of a single hydrologic resource.

69 (2) Regional or watershed water resources needs, objectives and priorities.

70 (3) Federal, state and interstate water resource policies, plans, objectives and priorities,  
71 including those identified in statutes, rules, regulations, compacts, interstate agreements or  
72 comprehensive plans adopted by federal and state agencies and compact basin commissions.

73 (4) The needs and priorities reflected in comprehensive plans and zoning ordinances  
74 adopted by a county or municipal government.

75 (5) The water quantity and quality necessary to support reasonable and beneficial uses.

76 (6) A balancing and encouragement of multiple uses of water resources, recognizing that  
77 all water resources of this state are capable of serving multiple uses and human needs, including  
78 multiple uses of water resources for reasonable and beneficial uses.

79 (7) The distinctions between short-term and long-term conditions, impacts, needs and  
80 solutions to ensure appropriate and cost-effective responses to water resources issues.

81 (8) Application of the principle of equal and uniform treatment of all water users that are  
82 similarly situated without regard to established political boundaries.

83 (e) Each November, the secretary shall report to the Joint Legislative Oversight  
84 Commission on State Water Resources on the implementation of the State Water Resources  
85 Management Plan.

86 (f) The State Water Resources Management Plan is adopted. Persons identified as large-  
87 quantity users prior to the effective date of this subsection shall report actual monthly water  
88 withdrawals, or monthly water withdrawals by a method approved by the secretary, for the  
89 previous calendar year by March 31 of each succeeding year. Persons identified as large-quantity  
90 users on or after the effective date of this subsection shall submit their initial annual report no later  
91 than March 31, 2016, and subsequent annual reports by March 31 of each year thereafter.

92 (g) The secretary shall establish a plan for reporting requirements for underground water  
93 extracted in growth counties as that term is defined in §7-20-3. The plan shall include limitations  
94 for water extracted by commercial users that may adversely impact the underground water supply  
95 or dry out the water supply for residents or farmers who have wells. The plan shall also prioritize  
96 the use of or extraction of groundwater by an individual resident, farmers, or activities on the land  
97 from where water was drawn, including use on property owner's land or a separate parcel of land  
98 owned or leased by the property owner. The word "extracted" in this subsection means water

99 taken from subsurface wells for commercial sale or shipment outside of West Virginia directly or  
100 indirectly.

NOTE: The purpose of this bill is to establish reporting requirements for underground water extracted in growth counties.

Strike-throughs indicate language that would be stricken from a heading or the present law and underscoring indicates new language that would be added.

# **WEST VIRGINIA LEGISLATURE**

## **2025 REGULAR SESSION**

**Originating**

### **Senate Bill**

BY SENATORS RUCKER, BARRETT, CHAPMAN,  
CHARNOCK, HAMILTON, HELTON, JEFFRIES, MAYNARD,  
PHILLIPS, ROSE, WILLIS, WOELFEL, AND WOODRUM

[Originating in the Committee on Government  
Organization; Reported March 27, 2025]

1 A BILL to amend and reenact §22-26-8 of the Code of West Virginia, 1931, as amended, relating  
2 to the Water Resources Protection Act; establishing initial study requirements for  
3 proposed “large quantity users” in karst terrain and establishing monitoring requirements  
4 for “large quantity users” who extract underground water in counties featuring karst  
5 geology.

*Be it enacted by the Legislature of West Virginia:*

**ARTICLE 26. WATER RESOURCES PROTECTION ACT.**

**§22-26-8. State Water Resources Management Plan; powers and duty of secretary.**

1 (a) The secretary shall oversee the development of a State Water Resources  
2 Management Plan to be completed no later than November 30, 2013. The plan shall be reviewed  
3 and revised as needed after its initial adoption. The plan shall be developed with the cooperation  
4 and involvement of local and state agencies with regulatory, research or other functions relating  
5 to water resources including, but not limited to, those agencies and institutions of higher education  
6 set forth in section three of this article and a representative of large-quantity users. The State  
7 Water Resources Management Plan shall be developed utilizing the information obtained  
8 pursuant to said section and any other relevant information available to the secretary.

9 (b) The secretary shall develop definitions for use in the State Water Resources  
10 Management Plan for terms that are defined differently by various state and federal governmental  
11 entities as well as other terms necessary for implementation of this article.

12 (c) The secretary shall continue to develop and obtain the following:

13 (1) An inventory of the surface water resources of each region of this state, including an  
14 identification of the boundaries of significant watersheds and an estimate of the safe yield of  
15 sources for consumptive and nonconsumptive uses during periods of normal conditions and  
16 drought.

17 (2) A listing of each consumptive or nonconsumptive withdrawal by a large-quantity user,  
18 including the amount of water used, location of the water resources, the nature of the use, location

19 of each intake and discharge point by longitude and latitude where available and, if the use  
20 involves more than one watershed or basin, the watersheds or basins involved and the amount  
21 transferred.

22 (3) A plan for the development of the infrastructure necessary to identify the groundwater  
23 resources of each region of this state, including an identification of aquifers and groundwater  
24 basins and an assessment of their safe yield, prime recharge areas, recharge capacity,  
25 consumptive limits and relationship to stream base flows.

26 (4) After consulting with the appropriate state and federal agencies, assess and project  
27 the existing and future nonconsumptive use needs of the water resources required to serve areas  
28 with important or unique natural, scenic, environmental or recreational values of national, regional,  
29 local or statewide significance, including national and state parks; designated wild, scenic and  
30 recreational rivers; national and state wildlife refuges; and the habitats of federal and state  
31 endangered or threatened species.

32 (5) Assessment and projection of existing and future consumptive use demands.

33 (6) Identification of potential problems with water availability or conflicts among water uses  
34 and users including, but not limited to, the following:

35 (A) A discussion of any area of concern regarding historical or current conditions that  
36 indicate a low-flow condition or where a drought or flood has occurred or is likely to occur that  
37 threatens the beneficial use of the surface water or groundwater in the area; and

38 (B) Current or potential in-stream or off-stream uses that contribute to or are likely to  
39 exacerbate natural low-flow conditions to the detriment of the water resources.

40 (7) Establish criteria for designation of critical water planning areas comprising any  
41 significant hydrologic unit where existing or future demands exceed or threaten to exceed the safe  
42 yield of available water resources.

43 (8) An assessment of the current and future capabilities of public water supply agencies  
44 and private water supply companies to provide an adequate quantity and quality of water to their

45 service areas.

46 (9) An assessment of floodplain and stormwater management problems.

47 (10) Efforts to improve data collection, reporting and water monitoring where prior reports  
48 have found deficiencies.

49 (11) A process for identifying projects and practices that are being, or have been,  
50 implemented by water users that reduce the amount of consumptive use, improve efficiency in  
51 water use, provide for reuse and recycling of water, increase the supply or storage of water or  
52 preserve or increase groundwater recharge and a recommended process for providing  
53 appropriate positive recognition of those projects or practices in actions, programs, policies,  
54 projects or management activities.

55 (12) An assessment of both structural and nonstructural alternatives to address identified  
56 water availability problems, adverse impacts on water uses or conflicts between water users,  
57 including potential actions to develop additional or alternative supplies, conservation measures  
58 and management techniques.

59 (13) A review and evaluation of statutes, rules, policies and institutional arrangements for  
60 the development, conservation, distribution and emergency management of water resources.

61 (14) A review and evaluation of water resources management alternatives and  
62 recommended programs, policies, institutional arrangements, projects and other provisions to  
63 meet the water resources needs of each region and of this state.

64 (15) Proposed methods of implementing various recommended actions, programs,  
65 policies, projects or management activities.

66 (d) The State Water Resources Management Plan shall consider:

67 (1) The interconnections and relationships between groundwater and surface water as  
68 components of a single hydrologic resource.

69 (2) Regional or watershed water resources needs, objectives and priorities.

70 (3) Federal, state and interstate water resource policies, plans, objectives and priorities,

71 including those identified in statutes, rules, regulations, compacts, interstate agreements or  
72 comprehensive plans adopted by federal and state agencies and compact basin commissions.

73 (4) The needs and priorities reflected in comprehensive plans and zoning ordinances  
74 adopted by a county or municipal government.

75 (5) The water quantity and quality necessary to support reasonable and beneficial uses.

76 (6) A balancing and encouragement of multiple uses of water resources, recognizing that  
77 all water resources of this state are capable of serving multiple uses and human needs, including  
78 multiple uses of water resources for reasonable and beneficial uses.

79 (7) The distinctions between short-term and long-term conditions, impacts, needs and  
80 solutions to ensure appropriate and cost-effective responses to water resources issues.

81 (8) Application of the principle of equal and uniform treatment of all water users that are  
82 similarly situated without regard to established political boundaries.

83 (e) Each November, the secretary shall report to the Joint Legislative Oversight  
84 Commission on State Water Resources on the implementation of the State Water Resources  
85 Management Plan.

86 (f) The State Water Resources Management Plan is adopted. Persons identified as large-  
87 quantity users prior to the effective date of this subsection shall report actual monthly water  
88 withdrawals, or monthly water withdrawals by a method approved by the secretary, for the  
89 previous calendar year by March 31 of each succeeding year. Persons identified as large-quantity  
90 users on or after the effective date of this subsection shall submit their initial annual report no later  
91 than March 31, 2016, and subsequent annual reports by March 31 of each year thereafter.

92 (g) Any commercial entity that seeks to withdraw groundwater in a quantity that would  
93 qualify it as a large-quantity user, as that term is defined in §22-26-2 of this code, in an area that  
94 lies primarily in karst terrain, as that term is defined in §22-6A-4 of this code, and that intends to  
95 bottle water for resale, directly or indirectly, shall, prior to the initiation of operations and prior to  
96 the withdrawal of any groundwater, conduct and submit to the secretary a study, performed within

97 60 days prior to submittal, that shows to the secretary's satisfaction that the proposed large  
98 quantity user's operations will not negatively affect already-existing users and uses of  
99 groundwater in that area. The secretary shall review and approve or deny the study and proposed  
100 subsequent water use within 60 days of receipt of the study. If approved, the new large quantity  
101 user must conduct and submit to the secretary quarterly sampling of the groundwater to show  
102 that the large quantity user's operations are not having a negative effect on already-existing users  
103 and uses of groundwater in that area. If at any time the sampling shows that the large-quantity  
104 user's operations are negatively affecting already-existing users and uses of groundwater in that  
105 area, the secretary is authorized to restrict the volume of groundwater that may be withdrawn by  
106 the large quantity user's operations to an amount that remediates the negative effect on already-  
107 existing users and uses.

108 (h) The provisions of subsection (g) of this section do not apply to any existing commercial  
109 entities that bottle water for resale, directly or indirectly, nor to any expansion of their current  
110 operations.

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



Name: Senator Jason Barrett and Delegate Joe Funkhouser

Department or Organization:

Estimation of amount of time needed for appointment:

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

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

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

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

**Presentation regarding well-monitoring legislation**

**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



Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

**DRAFT**  
**Impact Fee Study**

**Prepared for:**  
**Jefferson County, West Virginia**

**May 20, 2025**



**4701 Sangamore Road**

**Suite S240**

**Bethesda, MD 20816**

**301.320.6900**

**[www.TischlerBise.com](http://www.TischlerBise.com)**

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**Impact Fee Study**

*Jefferson County, West Virginia*

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## EXECUTIVE SUMMARY

Jefferson County, West Virginia, contracted with TischlerBise to update the County’s impact fees using current level-of-service standards. Impact fees are one-time payments used to construct system improvements needed to accommodate future development. The fee represents future development’s proportionate share of infrastructure costs. Impact fees may be used for infrastructure improvements or debt service for growth-related infrastructure. In contrast to general taxes, impact fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Jefferson County’s impact fees includes the following capital facilities:

1. County Administration
2. EMS
3. Law Enforcement
4. Parks and Recreation
5. Schools

## GENERAL LEGAL FRAMEWORK

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Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. Land use regulations, development exactions, and impact fees are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services. The means to this end are also important, requiring both procedural and substantive due process. The process followed to receive community input, with stakeholder meetings, work sessions, and public hearings provide opportunity for comments and refinements to the impact fees.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an “essential nexus” between the exaction and the interest being protected (see *Nollan v. California Coastal Commission*, 1987). In a more recent case (*Dolan v. City of Tigard, OR*, 1994), the Court ruled that an exaction also must be “roughly proportional” to the burden created by development. However, the *Dolan* decision appeared to set a higher standard of review for mandatory dedications of land than for monetary exactions such as impact fees.

There are three reasonable relationship requirements for impact fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of impact fees under the U.S. Constitution, we prefer a more rigorous formulation that recognizes three elements: need, benefit, and proportionality. The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S.

Supreme Court in the *Dolan* case. Individual elements of the nexus standard are discussed further in the following paragraphs.

All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the capacity of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of growth-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on infrastructure needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to impact fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify growth-related facility costs, and in the methods used to calculate impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development (e.g. a typical housing unit's average weekday vehicle trips).

A sufficient benefit relationship requires that impact fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Impact fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the state enabling legislation requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, benefit may extend to a general area including multiple real estate developments. All of these procedural, as well as substantive, issues are intended to ensure that new development benefits from the impact fees they are required to pay. The authority and procedures to implement impact fees is separate from and complementary to the authority to require improvements as part of subdivision or zoning review.

### **CONCEPTUAL IMPACT FEE CALCULATION**

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In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the impact fee formula is to determine infrastructure units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the impact fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/or park improvements.

## METHODOLOGY

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Impact fees for the capital facilities made necessary by future development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate impact fees. They examine the past, present, and future status of infrastructure. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components. Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of growth-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating impact fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

## EVALUATION OF CREDITS

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There are two types of credits that should be addressed in impact fee studies and ordinances. The first type of credit is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the impact fee. This type of credit is integrated into the fee calculation, thus reducing the fee amount.

The second type of credit is a site-specific credit, or developer reimbursement, for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the impact fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

**IMPACT FEE SUMMARY**

**IMPACT FEE COMPONENTS**

Shown below, Figure 1 summarizes service areas, methodologies, and capital facilities for each infrastructure category.

**Figure 1: Proposed Impact Fee Service Areas, Methodologies, and Capital Facilities**

<b>Infrastructure Category</b>	<b>Service Area</b>	<b>Cost Recovery</b>	<b>Incremental Expansion</b>	<b>Plan-Based</b>	<b>Cost Allocation</b>
County Administration	Jefferson County	County Administration Facilities	N/A	Impact Fee Report	Population, Jobs
EMS	Jefferson County	N/A	EMS Vehicles and Equipment	EMS Facilities, Impact Fee Report	Population, Nonresidential Vehicle Trips
Law Enforcement	Unincorporated Jefferson County	N/A	Sheriff Facilities and Vehicles	Impact Fee Report	Population, Nonresidential Vehicle Trips
Parks and Recreation	Jefferson County	N/A	Park Land, Park Improvements, Park Facilities, Park Vehicles and Equipment	Impact Fee Report	Population
School	Jefferson County	N/A	High School Facilities, Land	Impact Fee Report	Students

**PROPOSED IMPACT FEES**

Proposed impact fees for residential development will be assessed per dwelling unit, based on the type of unit. Nonresidential impact fees will be assessed per 1,000 square feet of floor area, based on the type of development (per room for hotels and per bed for nursing homes). Proposed impact fees are shown below in Figure 2.

Fees shown below represent the maximum allowable fees. Jefferson County may adopt fees that are less than the amounts shown; however, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements and/or a decrease in Jefferson County’s level-of-service standards. All costs are in current dollars with no assumed inflation rate over time. If cost estimates change significantly over time, impact fees should be recalibrated.

**Figure 2: Proposed Impact Fees**

Residential Fees per Unit						
Development Type	County Admin	EMS	Law Enforcement	Parks and Recreation	School	Total
Single Family	\$668	\$509	\$394	\$1,179	\$6,772	<b>\$9,522</b>
Multi-Family	\$472	\$359	\$278	\$832	\$1,198	<b>\$3,139</b>

Nonresidential Fees per 1,000 Square Feet						
Development Type	County Admin	EMS	Law Enforcement	Parks and Recreation	School	Total
Light Industrial	\$295	\$119	\$119	\$0	\$0	<b>\$532</b>
Business Park	\$577	\$304	\$303	\$0	\$0	<b>\$1,183</b>
Manufacturing	\$355	\$116	\$116	\$0	\$0	<b>\$587</b>
Warehousing	\$63	\$42	\$42	\$0	\$0	<b>\$146</b>
Comm./Shopping Center	\$398	\$596	\$595	\$0	\$0	<b>\$1,589</b>
Office/Institutional	\$610	\$265	\$264	\$0	\$0	<b>\$1,138</b>
Hotel (per room)	\$25	\$82	\$82	\$0	\$0	<b>\$188</b>
Nursing Home (per bed)	\$173	\$75	\$74	\$0	\$0	<b>\$322</b>

**CURRENT IMPACT FEES**

Current impact fees for residential development are assessed per dwelling unit, based on the type of unit. Nonresidential impact fees are assessed per 1,000 square feet of floor area, based on the type of development. The current fee schedule does not contain fee categories for hotel and nursing home development types. Current impact fees shown below in Figure 3 represent the current fee schedule.

**Figure 3: Current Impact Fees**

Residential Fees per Unit						
Development Type	County Admin	EMS	Law Enforcement	Parks and Recreation	School	Total
Single Family Detached	\$57	\$119	\$636	\$1,131	\$1	<b>\$1,944</b>
Multi-Family	\$40	\$86	\$455	\$810	\$1	<b>\$1,392</b>

Nonresidential Fees per 1,000 Square Feet						
Development Type	County Admin	EMS	Law Enforcement	Parks and Recreation	School	Total
Light Industrial	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
Business Park	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
Manufacturing	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
Warehousing	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
Comm./Shopping Center	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
Office/Institutional	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>

**DIFFERENCE BETWEEN PROPOSED AND CURRENT IMPACT FEES**

The differences between proposed and current impact fees are displayed in Figure 4.

**Figure 4: Difference Between Proposed and Current Impact Fees**

Residential Fees per Unit						
Development Type	County Admin	EMS	Law Enforcement	Parks and Recreation	School	Total
Single Family	\$611	\$390	(\$242)	\$48	\$6,771	<b>\$7,578</b>
Multi-Family	\$432	\$273	(\$177)	\$22	\$1,197	<b>\$1,747</b>

Nonresidential Fees per 1,000 Square Feet						
Development Type	County Admin	EMS	Law Enforcement	Parks and Recreation	School	Total
Light Industrial	\$295	\$119	\$119	\$0	\$0	<b>\$532</b>
Business Park	\$577	\$304	\$303	\$0	\$0	<b>\$1,183</b>
Manufacturing	\$355	\$116	\$116	\$0	\$0	<b>\$587</b>
Warehousing	\$63	\$42	\$42	\$0	\$0	<b>\$146</b>
Comm./Shopping Center	\$398	\$596	\$595	\$0	\$0	<b>\$1,589</b>
Office/Institutional	\$610	\$265	\$264	\$0	\$0	<b>\$1,138</b>

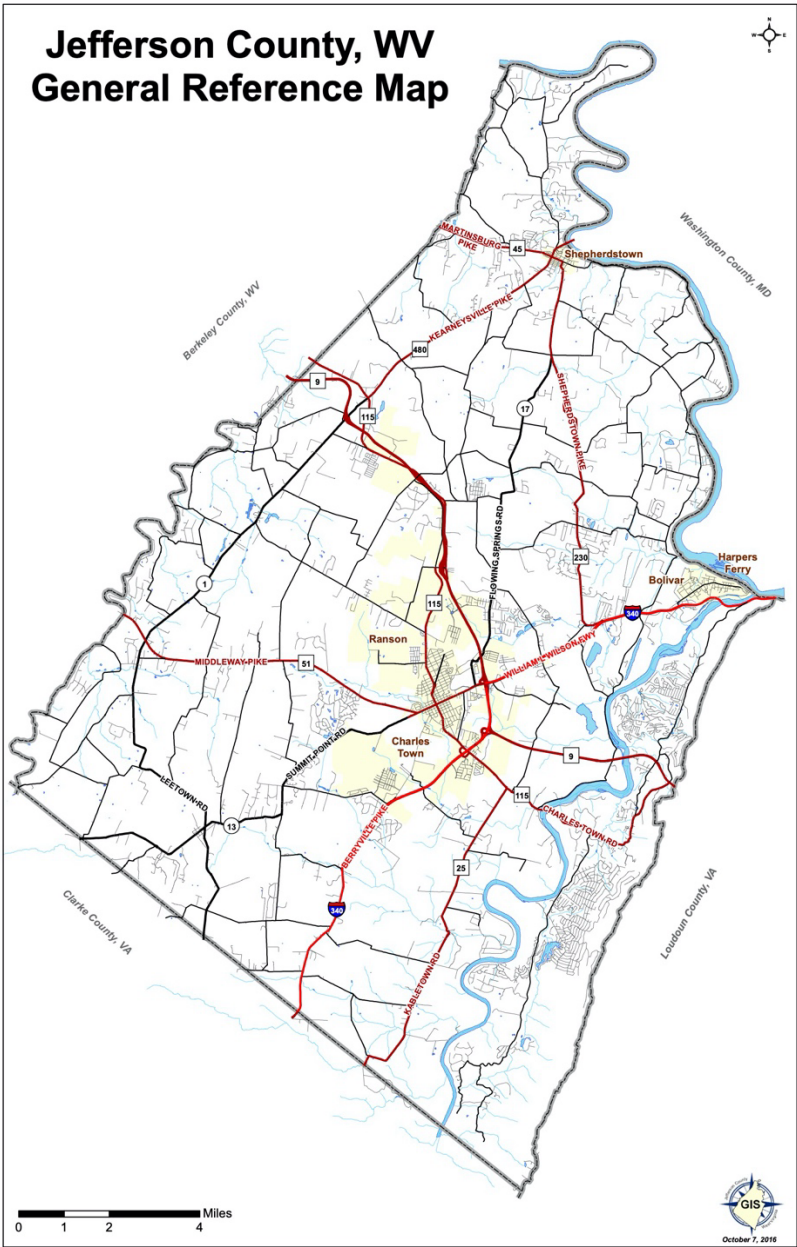
## COUNTY ADMINISTRATION IMPACT FEES

### METHODOLOGY

The County Administration impact fees include components for county administration facilities and the cost of preparing the Impact Fee Study. The cost recovery methodology is used for the county administration facilities component and the plan-based methodology is used for the Impact Fee Study.

### SERVICE AREA

Jefferson County government provides administrative services throughout Jefferson County; therefore, there is a single service area for the County Administration impact fees.



**PROPORTIONATE SHARE**

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The County Administration impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2021 estimates (the latest data available at the time of this study) from the U.S. Census Bureau’s OnTheMap web application, residential development accounts for approximately 78 percent of functional population and nonresidential development is responsible for the remaining 22 percent.

**Figure CA1: Proportionate Share**

Demand Units in 2021				
			Demand Hours/Day	Person Hours
<b>Residential</b>	Population	58,473		
	Residents Not Working	32,571	20	651,425
	Employed Residents	25,902		
	Employed in Jefferson County, WV	6,814	14	95,396
	Employed outside Jefferson County, WV	19,088	14	267,232
	<b>Residential Subtotal</b>			<b>1,014,053</b>
			<b>Residential Share</b>	<b>78%</b>
<b>Nonresidential</b>	Non-working Residents	32,571	4	130,285
	Jobs Located in Jefferson County, WV	16,053		
	Residents Employed in Jefferson County, WV	6,814	10	68,140
	Non-Resident Workers (inflow commuters)	9,239	10	92,390
	<b>Nonresidential Subtotal</b>			<b>290,815</b>
			<b>Nonresidential Share</b>	<b>22%</b>
	<b>Total</b>			<b>1,304,869</b>

Source: TischlerBise calculation (population); U.S. Census Bureau, OnTheMap 6.23.5 Application and LEHD Origin-Destination Employment Statistics (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit type. TischlerBise recommends using jobs as the best demand indicator for nonresidential development. Employment density rates are highest for office/institutional development and lowest for industrial/warehouse development. Commercial development, such as a shopping center, falls between the other two categories. This ranking of employment density is consistent with the relative demand for County Administration services from nonresidential development.

**IMPACT FEE COMPONENTS**

**County Administration Facilities**

Jefferson County’s general government/administrative functions are currently housed in several facilities totaling 91,812 square feet.

**Figure CA2: Existing County Administration Facilities**

Description	Square Feet
Courthouse	12,400
Old Jail Annex	3,888
Reininger	3,535
Moffet	3,535
Mason	9,400
Hunter House	3,600
Gray Building	4,025
St. Margaret's Judicial Building	18,364
Maintenance	15,000
911 Communications	10,000
Public Service Center	8,065
<b>Total</b>	<b>91,812</b>

Source: Jefferson County

Jefferson County plans to purchase and renovate two buildings to serve existing and future development. As shown below, these facilities include 136,600 square feet at a cost of \$35,052,000, and the analysis uses the average cost of \$257 per square foot ( $\$35,052,000 \text{ total cost} / 136,600 \text{ square feet}$ ) in the impact fee calculation.

**Figure CA3: Planned County Administration Facilities**

Description	Square Feet	Cost	Cost per Sq Ft
Lawrence Street Building	91,600	\$19,100,000	\$209
George Street Building	45,000	\$15,952,000	\$354
<b>Total</b>	<b>136,600</b>	<b>\$35,052,000</b>	<b>\$257</b>

Source: Jefferson County

As discussed on the previous page, Jefferson County will purchase and renovate two buildings to serve existing and future development. The Lawrence Street building includes 91,600 square feet and will replace 42,460 square feet of existing facilities. The George Street building includes 45,000 square feet and will replace 24,352 square feet of existing facilities. The planned county administration facilities include 136,600 square feet; however, replacement of existing facilities equals 66,812 square feet. As shown below, planned county administration facilities represent a net increase of 69,788 square feet (136,600 square feet – 66,812 square feet).

Jefferson County can only use impact fees to construct or acquire additional county administration facilities, so replacement of existing facilities is ineligible for impact fees. As shown in Figure CA8, projected demand from future development does not exceed 69,788 square feet of planned county administration facilities.

**Figure CA4: Net New County Administration Facility Square Feet**

County Administration Facilities Square Feet			
Description	Lawrence Street	George Street	Total
Subtotal, Planned	91,600	45,000	136,600
Courthouse	-7,600	-4,800	-12,400
Old Jail Annex	0	-3,888	-3,888
Reininger	-3,535	0	-3,535
Moffet	-3,535	0	-3,535
Mason	-9,400	0	-9,400
Hunter House	-3,600	0	-3,600
Gray Building	-4,025	0	-4,025
St. Margaret's Judicial Building	-2,700	-15,664	-18,364
Maintenance	0	0	0
911 Communications	0	0	0
Public Service Center	-8,065	0	-8,065
Subtotal, Replacement	-42,460	-24,352	-66,812
Total, Net New	49,140	20,648	69,788

Source: Jefferson County

Shown in Figure CA5, Jefferson County currently serves existing development with 91,812 square feet of county administration facilities and plans to purchase and renovate an additional 136,600 square feet of facilities to serve existing and future development through 2044 – the final year of debt service. The planned facilities will replace 66,812 square feet of existing facilities, so Jefferson County will provide 161,600 square feet of county administration facilities to all development in 2044.

The planned level of service for residential development is 1.4690 square feet per person (161,600 square feet X 78 percent residential share / 85,807 persons). The planned nonresidential level of service is 1.0040 square feet per job (161,600 square feet X 22 percent nonresidential share / 35,410 jobs). The analysis uses the planned facilities cost of \$257 per square foot to calculate the cost per demand unit. The county administration facilities cost is \$376.94 per person (1.4690 square feet per person X \$257 per square foot) and \$257.63 per job (1.0040 square feet per job X \$257 per square foot).

**Figure CA5: County Administration Level of Service and Cost Allocation**

Description	Square Feet
Existing Square Feet	91,812
Subtotal, Existing	91,812
Planned: Lawrence Street Building	91,600
Planned: George Street Building	45,000
Subtotal, Planned	136,600
Less: Lawrence Street Replacement	-42,460
Less: George Street Replacement	-24,352
Subtotal, Replacement	-66,812
<b>Total</b>	<b>161,600</b>

Cost Factors	
Cost per Square Foot	\$257

Level-of-Service (LOS) Standards	
Residential	
Residential Share	78%
2044 Population	85,807
Square Feet per Person	1.4690
<b>Cost per Person</b>	<b>\$376.94</b>
Nonresidential	
Nonresidential Share	22%
2044 Jobs	35,410
Square Feet per Job	1.0040
<b>Cost per Job</b>	<b>\$257.63</b>

Source: Jefferson County

**Impact Fee Study**

The cost to prepare the County Administration impact fees equals \$6,600, and Jefferson County plans to update its impact fees every five years. Based on this cost, proportionate share, and five-year projections of future residential and nonresidential development, the cost is \$0.86 per person and \$0.64 per job.

**Figure CA6: Impact Fee Study**

Infrastructure Category	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
County Administration	\$6,600	Residential	78%	Population	6,020	\$0.86
		Nonresidential	22%	Jobs	2,270	\$0.64

**Principal Payment Credit**

Jefferson County will issue debt to finance a portion of the planned county administration facilities. This analysis includes a credit for future principal payments related to the debt. A credit is necessary since future development will pay for county administration facilities through the impact fee and will also contribute to future principal payments on this debt. A credit is not necessary for interest payments because the impact fee calculation only includes principal costs.

As shown below, planned debt for planned county administration facilities will be repaid through 2044. The total principal balance is \$16,000,000, and the analysis uses functional population shown in Figure CA1 to allocate the proportionate share of annual principal payments to residential and nonresidential development. Annual principal payments are divided by projected population or jobs to determine the credit per person or per job. To account for the time value of money, annual payments are discounted using a net present value formula based on a discount rate of 5.00 percent. The net present value of future principal payments is \$108.27 per person and \$70.80 per job.

**Figure CA7: Principal Payment Credit**

Year	Principal	Residential Share	Population	Credit per Person	Nonresidential Share	Jobs	Credit per Job
2025	\$800,000	\$624,000	62,932	\$9.92	\$176,000	27,821	\$6.33
2026	\$800,000	\$624,000	64,136	\$9.73	\$176,000	28,259	\$6.23
2027	\$800,000	\$624,000	65,340	\$9.55	\$176,000	28,697	\$6.13
2028	\$800,000	\$624,000	66,544	\$9.38	\$176,000	29,134	\$6.04
2029	\$800,000	\$624,000	67,748	\$9.21	\$176,000	29,572	\$5.95
2030	\$800,000	\$624,000	68,952	\$9.05	\$176,000	30,010	\$5.86
2031	\$800,000	\$624,000	70,156	\$8.89	\$176,000	30,434	\$5.78
2032	\$800,000	\$624,000	71,360	\$8.74	\$176,000	30,859	\$5.70
2033	\$800,000	\$624,000	72,564	\$8.60	\$176,000	31,283	\$5.63
2034	\$800,000	\$624,000	73,768	\$8.46	\$176,000	31,708	\$5.55
2035	\$800,000	\$624,000	74,971	\$8.32	\$176,000	32,132	\$5.48
2036	\$800,000	\$624,000	76,175	\$8.19	\$176,000	32,511	\$5.41
2037	\$800,000	\$624,000	77,379	\$8.06	\$176,000	32,889	\$5.35
2038	\$800,000	\$624,000	78,583	\$7.94	\$176,000	33,268	\$5.29
2039	\$800,000	\$624,000	79,787	\$7.82	\$176,000	33,646	\$5.23
2040	\$800,000	\$624,000	80,991	\$7.70	\$176,000	34,025	\$5.17
2041	\$800,000	\$624,000	82,195	\$7.59	\$176,000	34,371	\$5.12
2042	\$800,000	\$624,000	83,399	\$7.48	\$176,000	34,717	\$5.07
2043	\$800,000	\$624,000	84,603	\$7.38	\$176,000	35,064	\$5.02
2044	\$800,000	\$624,000	85,807	\$7.27	\$176,000	35,410	\$4.97
<b>Total</b>	<b>\$16,000,000</b>	<b>\$12,480,000</b>		<b>\$169.30</b>	<b>\$3,520,000</b>		<b>\$111.32</b>

Discount Rate	5.00%	Discount Rate	5.00%
<b>Net Present Value</b>	<b>\$108.27</b>	<b>Net Present Value</b>	<b>\$70.80</b>

**PROJECTED DEMAND**

**County Administration Facilities**

Based on projected population growth of 24,079 persons over the next 20 years, future residential development demands 35,371 square feet of the planned facilities (24,079 persons X 1.4690 square feet per person). With projected growth of 8,108 jobs over the next 20 years, future nonresidential development demands 8,140 square feet of the planned facilities (8,108 jobs X 1.0040 square per job). Growth-related demand is approximately 43,512 square feet at a cost of approximately \$11.2 million. Existing development’s share of planned facilities is approximately \$23.9 million.

**Figure CA8: Projected Demand for County Administration Facilities**

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
County Administration Facilities	1.4690 Square Feet	per Person	\$257
	1.0040 Square Feet	per Job	

Demand for County Administration Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	61,728	27,302	90,677	27,412	118,088
2025	62,932	27,821	92,445	27,933	120,378
2026	64,136	28,259	94,214	28,372	122,586
2027	65,340	28,697	95,982	28,812	124,794
2028	66,544	29,134	97,751	29,251	127,002
2029	67,748	29,572	99,519	29,691	129,210
2030	68,952	30,010	101,288	30,131	131,419
2031	70,156	30,434	103,057	30,557	133,613
2032	71,360	30,859	104,825	30,983	135,808
2033	72,564	31,283	106,594	31,409	138,003
2034	73,768	31,708	108,362	31,835	140,197
2035	74,971	32,132	110,131	32,261	142,392
2036	76,175	32,511	111,899	32,641	144,541
2037	77,379	32,889	113,668	33,021	146,689
2038	78,583	33,268	115,437	33,401	148,838
2039	79,787	33,646	117,205	33,782	150,987
2040	80,991	34,025	118,974	34,162	153,135
2041	82,195	34,371	120,742	34,509	155,252
2042	83,399	34,717	122,511	34,857	157,368
2043	84,603	35,064	124,279	35,204	159,484
2044	85,807	35,410	126,048	35,552	161,600
20-Yr Increase	24,079	8,108	35,371	8,140	43,512

Growth-Related Expenditures	\$9,076,425	\$2,088,791	\$11,165,216
Existing Development Share	\$18,631,691	\$5,255,092	\$23,886,784
Total	\$27,708,117	\$7,343,883	\$35,052,000

**PROPOSED COUNTY ADMINISTRATION IMPACT FEES**

Infrastructure components and cost factors for County Administration impact fees are summarized in the upper portion of Figure CA9. For County Administration impact fees, the capital cost is \$269.53 per person and \$187.47 per job.

County Administration impact fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$668 is calculated using a cost of \$269.53 per person multiplied by a demand unit of 2.48 persons per housing unit.

Nonresidential impact fees are assessed according to the number of jobs per 1,000 square feet of floor area (per room for hotel and per bed nursing home). The commercial/shopping center fee of \$398 per 1,000 square feet of floor area is calculated using a cost of \$187.47 per job multiplied by a demand unit of 2.12 jobs per 1,000 square feet.

**Figure CA9: Proposed County Administration Impact Fees**

Fee Component	Cost per Person	Cost per Job
County Administration Facilities	\$376.94	\$257.63
Impact Fee Report	\$0.86	\$0.64
Principal Payment Credit	(\$108.27)	(\$70.80)
<b>Total</b>	<b>\$269.53</b>	<b>\$187.47</b>

Residential Fees per Unit				
Development Type	Persons per Housing Unit <sup>1</sup>	Proposed Fees	Current Fees	Increase / Decrease
Single Family	2.48	\$668	\$57	\$611
Multi-Family	1.75	\$472	\$40	\$432

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Square Feet <sup>1</sup>	Proposed Fees	Current Fees	Increase / Decrease
Light Industrial	1.57	\$295	\$0	\$295
Business Park	3.08	\$577	\$0	\$577
Manufacturing	1.89	\$355	\$0	\$355
Warehousing	0.34	\$63	\$0	\$63
Commercial/Shopping Center	2.12	\$398	\$0	\$398
Office/Institutional	3.26	\$610	\$0	\$610
Hotel (per room)	0.13	\$25	n/a	n/a
Nursing Home (per bed)	0.92	\$173	n/a	n/a

1. See Land Use Assumptions

**PROJECTED COUNTY ADMINISTRATION IMPACT FEE REVENUE**

Projected fee revenue shown below is based on the development projections shown in Appendix A and the proposed County Administration impact fees shown in Figure CA9. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with impact fee revenue.

The total cost related to County Administration facilities is approximately \$35.06 million, and Jefferson County will use County Administration impact fee revenue to retire the growth-related portion of the \$16.00 million debt service through 2044. Projected impact fee revenue over the next 10 years equals \$4.06 million, and projected impact fee revenue during years 11 through 20 equals \$3.93 million. Jefferson County will fund existing development’s share of \$23.89 million using a combination of debt and non-impact fee revenue.

**Figure CA10: Projected County Administration Impact Fee Revenue**

Fee Component	Growth Share	Existing Share	Total
County Administration Facilities	\$11,165,216	\$23,886,784	\$35,052,000
Impact Fee Report	\$7,200	\$0	\$7,200
Gross Expenditures	\$11,172,416	\$23,886,784	\$35,059,200
Principal Payment Credit	(\$3,181,060)	(\$12,818,940)	(\$16,000,000)
Net Expenditures	\$7,991,356	\$11,067,844	\$19,059,200

Year		Single Family	Multi-Family	Industrial	Comm/Shop	Office/Inst
		\$668 per unit	\$472 per unit	\$295 per 1,000 sq ft	\$398 per 1,000 sq ft	\$610 per 1,000 sq ft
	Year	Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2024	21,162	3,552	2,679	3,495	4,813
Year 1	2025	21,597	3,624	2,730	3,561	4,905
Year 2	2026	22,032	3,696	2,773	3,617	4,982
Year 3	2027	22,466	3,767	2,816	3,673	5,059
Year 4	2028	22,901	3,839	2,859	3,729	5,136
Year 5	2029	23,336	3,911	2,902	3,785	5,214
Year 6	2030	23,771	3,983	2,945	3,841	5,291
Year 7	2031	24,206	4,055	2,986	3,896	5,366
Year 8	2032	24,640	4,126	3,028	3,950	5,440
Year 9	2033	25,075	4,198	3,069	4,004	5,515
Year 10	2034	25,510	4,270	3,111	4,059	5,590
10-Year Increase		4,348	718	432	564	777
Projected Revenue		\$2,901,715	\$338,124	\$127,095	\$224,228	\$473,207

Projected Fee Revenue (1-10)	\$4,064,369
Projected Fee Revenue (11-20)	\$3,926,387
Existing Development Share	\$11,068,444
Net Expenditures	\$19,059,200

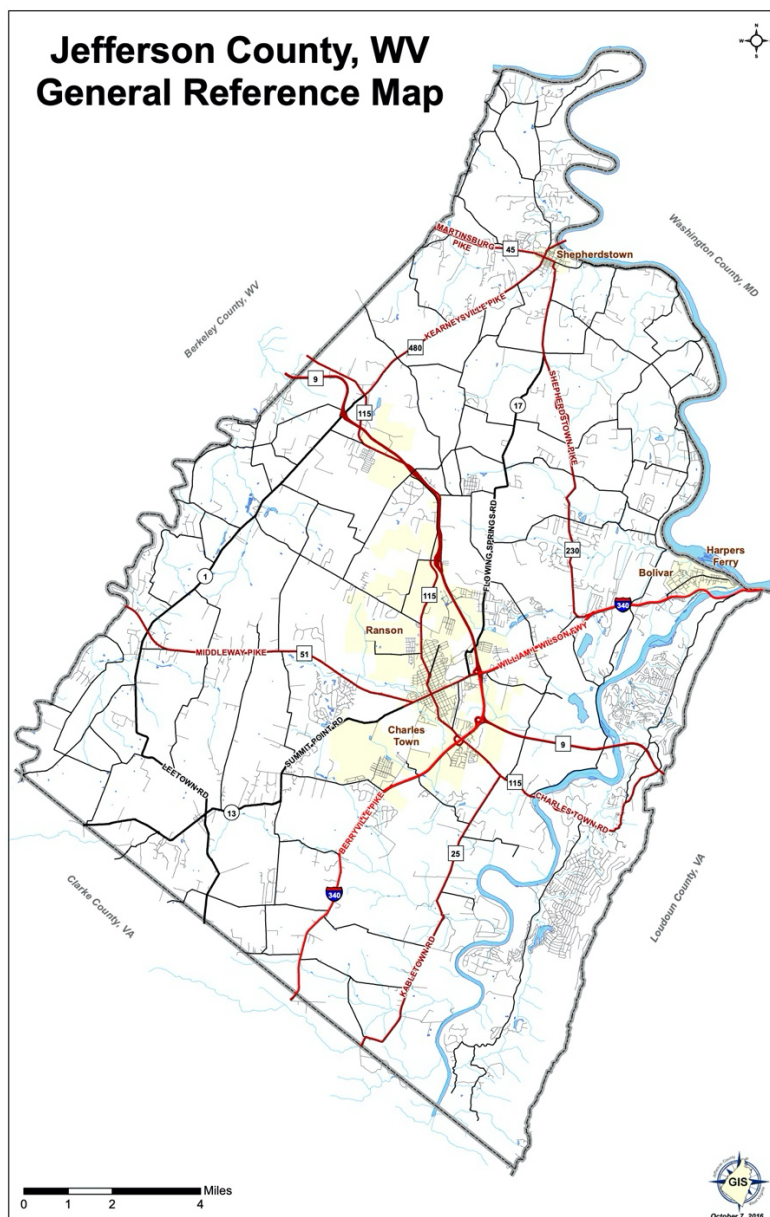
## EMS IMPACT FEES

### METHODOLOGY

The EMS impact fees include components for EMS facilities, EMS vehicles and equipment, and the cost of preparing the Impact Fee Study. The plan-based methodology is used for future stations, and the incremental expansion methodology is used for EMS vehicles and equipment. The plan-based methodology is used for the Impact Fee Study.

### SERVICE AREA

Jefferson County provides EMS services throughout Jefferson County; therefore, there is a single service area for the EMS impact fees.



**PROPORTIONATE SHARE**

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The EMS impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2021 estimates (the latest data available at the time of this study) from the U.S. Census Bureau’s OnTheMap web application, residential development accounts for approximately 78 percent of functional population and nonresidential development is responsible for the remaining 22 percent.

**Figure E1: Proportionate Share**

Demand Units in 2021				
<b>Residential</b>			Demand Hours/Day	Person Hours
Population	58,473	↙		
Residents Not Working	32,571		20	651,425
Employed Residents	25,902	↘		
Employed in Jefferson County, WV	6,814		14	95,396
Employed outside Jefferson County, WV	19,088		14	267,232
Residential Subtotal				1,014,053
<b>Residential Share</b>				<b>78%</b>
<b>Nonresidential</b>				
Non-working Residents	32,571		4	130,285
Jobs Located in Jefferson County, WV	16,053	↘		
Residents Employed in Jefferson County, WV	6,814		10	68,140
Non-Resident Workers (inflow commuters)	9,239		10	92,390
Nonresidential Subtotal				290,815
<b>Nonresidential Share</b>				<b>22%</b>
Total				1,304,869

Source: TischlerBise calculation (population); U.S. Census Bureau, OnTheMap 6.23.5 Application and LEHD Origin-Destination Employment Statistics (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit size. Since nonresidential calls for service were unavailable by specific nonresidential use (i.e. retail, office, industrial, etc.), TischlerBise recommends using average weekday nonresidential vehicle trips as the best demand indicator for EMS facilities. Trip generation rates are highest for commercial development, such as a shopping center, and lowest for industrial/warehouse development. Office/institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for law enforcement protection from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, do not accurately reflect the demand for fire and emergency medical services. If employees per 1,000 square feet of building area were used as the demand indicator, EMS impact fees would be too high for office/institutional development.

**IMPACT FEE COMPONENTS**

**EMS Facilities**

The Emergency Service Agency currently occupies 7,148 square feet of building space. Jefferson County plans to construct a new 34,000 square foot Public Safety building, of which the Emergency Services Authority will occupy 14,000 square feet. This new Public Safety building is estimated to cost \$10.2 million, with the Sheriff and Emergency Services Agency splitting the cost evenly.

A plan-based approach is used to calculate the EMS station impact fee with the level of service set to the projected residential and nonresidential demand base in 2034. This ensures existing and new development are treated equally, and new development does not pay for a higher level of service than what is currently provided. The planned level of service for residential development is 0.3066 square feet per person (29,000 square feet X 78 percent residential share / 73,768 County residents in 2034). The planned nonresidential level of service is 0.0730 square feet per vehicle trip (29,000 square feet X 22 percent nonresidential share / 87,443 vehicle trips in 2034). Using a construction cost of \$383 per square foot (based on the planned Public Safety building costs of \$11.1 million divided by 29,000 square feet), the weighted average facilities cost is \$117.37 per person (0.3066 square feet per person X \$383 per square foot) and \$27.93 per vehicle trip (0.0730 square feet per vehicle trip X \$383 per square foot).

**Figure E2: EMS Station Level of Service and Cost Allocation**

Cost	Square Feet	Cost/SF	Cost
EMS Share of Public Safety Building	14,000	\$364	\$5,100,000
Blue Ridge Mountain Station	15,000	\$400	\$6,000,000
<b>TOTAL</b>	<b>29,000</b>	<b>\$383</b>	<b>\$11,100,000</b>

Cost Factors	
Cost per Square Foot	\$383

Level-of-Service (LOS) Standards	
2034 Square Feet	29,000

Residential	
Residential Share	78%
2034 Population	73,768
Square Feet per Person	0.3066
<b>Cost per Person</b>	<b>\$117.37</b>
Nonresidential	
Nonresidential Share	22%
2034 Nonresidential Trips	87,443
Square Feet per Trip	0.0730
<b>Cost per Job</b>	<b>\$27.93</b>

Source: Jefferson County EMS Department

### EMS Vehicles and Equipment

Jefferson County plans to expand its current inventory of EMS vehicles and equipment to serve future development. The current inventory includes 235 units with a total replacement value of \$6,883,500, so this analysis uses the average cost of \$29,291 per unit.

This analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. The existing level of service for residential development is 0.0030 units per person (235 units X 78 percent residential share / 61,728 persons). The existing nonresidential level of service is 0.0007 units per nonresidential vehicle trip (235 units X 22 percent nonresidential share / 75,294 nonresidential vehicle trips). Using the average cost of \$29,291 per unit, the EMS vehicles and equipment cost is \$86.98 per person (0.0030 units per person X \$29,291 per unit) and \$20.11 per nonresidential vehicle trip (0.0007 units per trip X \$29,291 per unit).

**Figure E3: Level of Service and Cost Allocation**

Description	Units	Unit Cost	Total Cost
Ambulances	10	\$400,000	\$4,000,000
Lifepak Cardiac Monitor	13	\$60,000	\$780,000
LUCAS CPR Device	12	\$18,000	\$216,000
Field Chase Vehicles	3	\$85,000	\$255,000
Staff Vehicles	3	\$65,000	\$195,000
Deceased Transport Van	1	\$40,000	\$40,000
CAD Tablets	20	\$2,500	\$50,000
Structural Fire Turnout PPE Ensemble	75	\$4,500	\$337,500
3 Body Mortuary Refrigerator	1	\$10,000	\$10,000
JCESA Owned Mobile Radios	28	\$5,000	\$140,000
JCESA Owned Portable Radios	37	\$5,000	\$185,000
Fire Engine for Training	1	\$100,000	\$100,000
Stair Chairs for Ambulances	10	\$10,000	\$100,000
Stretchers for Ambulances	11	\$25,000	\$275,000
Power Loads for Ambulances	10	\$20,000	\$200,000
<b>Total</b>	<b>235</b>	<b>\$29,291</b>	<b>\$6,883,500</b>

Cost Factors	
Average Cost per Unit	\$29,291

Level-of-Service (LOS) Standards	
Existing Units	235
<b>Residential</b>	
Residential Share	78%
2024 Population	61,728
Units per Person	0.0030
<b>Cost per Person</b>	<b>\$86.98</b>
<b>Nonresidential</b>	
Nonresidential Share	22%
2024 Nonresidential Vehicle Trips	75,294
Units per Job	0.0007
<b>Cost per Job</b>	<b>\$20.11</b>

Source: Jefferson County EMS Department

**Impact Fee Study**

The cost to prepare the EMS impact fees equals \$7,900, and Jefferson County plans to update its impact fees every five years. Based on this cost, proportionate share, and five-year projections of future residential and nonresidential development, the cost is \$1.02 per person and \$0.77 per nonresidential vehicle trip.

**Figure E4: Impact Fee Study**

Infrastructure Category	Cost	Proportionate Share		Service Unit	2024	2029	5-Year Change	Cost per Service Unit
EMS	\$7,900	Residential	78%	Population	61,728	67,748	6,020	\$1.02
		Nonresidential	22%	Vehicle Trips	27,302	29,572	2,270	\$0.77

**PROJECTED DEMAND**

**EMS Facilities**

Based on a projected population increase of 12,040 persons over the next 10 years, future residential development accounts for 3,692 square feet of the planned 29,000 square feet of EMS facility space (12,040 additional persons X 0.3066 square feet per person). With the projected increase of 12,149 nonresidential vehicle trips over the next 10 years, future nonresidential development accounts for 886 square feet of the planned 29,000 square feet of EMS space (12,149 additional nonresidential trips X 0.0730 square per trip). Total demand is approximately 4,578 square feet of the planned 29,000 square feet at a cost of approximately \$1.75 million.

**Figure E5: Projected Demand for EMS Facilities**

Type of Infrastructure	Level of Service	Demand Unit	Total Cost
EMS Facilities	0.3066 Square Feet	per Person	\$383
	0.0730 Square Feet	per Vehicle Trip	

Demand for EMS Facilities					
Year	Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2024	61,728	75,294	18,928	5,494	24,422
2025	62,932	76,725	19,297	5,598	24,895
2026	64,136	77,932	19,667	5,686	25,353
2027	65,340	79,139	20,036	5,774	25,810
2028	66,544	80,347	20,405	5,862	26,267
2029	67,748	81,554	20,774	5,950	26,724
2030	68,952	82,761	21,143	6,038	27,182
2031	70,156	83,932	21,512	6,124	27,636
2032	71,360	85,102	21,882	6,209	28,091
2033	72,564	86,273	22,251	6,295	28,545
2034	73,768	87,443	22,620	6,380	29,000
10-Yr Increase	12,040	12,149	3,692	886	4,578

<b>Growth-Related Expenditures</b>	<b>\$1,413,065</b>	<b>\$339,287</b>	<b>\$1,752,352</b>
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**EMS Vehicles and Equipment**

Based on a projected population increase of 12,040 persons over the next 10 years, future residential development demands an additional 35.8 units (12,040 additional persons X 0.0030 units per person). With projected growth of 12,149 nonresidential vehicle trips over the next 10 years, future nonresidential development demands an additional 8.3 units (12,149 additional nonresidential trips X 0.0007 units per trip). Total demand is approximately 44 units of EMS vehicles and equipment at a cost of approximately \$1.29 million.

**Figure E6: Projected Demand for EMS Vehicles and Equipment**

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
EMS Vehicles and Equipment	0.0030 Units	per Person	\$29,291
	0.0007 Units	per Trip	

Demand for EMS Vehicles and Equipment					
Year	Population	Nonresidential Trips	Units		
			Residential	Nonresidential	Total
2024	61,728	75,294	183.3	51.7	235.0
2025	62,932	76,725	186.9	52.7	239.6
2026	64,136	77,932	190.5	53.5	244.0
2027	65,340	79,139	194.0	54.3	248.4
2028	66,544	80,347	197.6	55.2	252.8
2029	67,748	81,554	201.2	56.0	257.2
2030	68,952	82,761	204.8	56.8	261.6
2031	70,156	83,932	208.3	57.6	266.0
2032	71,360	85,102	211.9	58.4	270.3
2033	72,564	86,273	215.5	59.2	274.7
2034	73,768	87,443	219.1	60.0	279.1
10-Yr Increase	12,040	12,149	35.8	8.3	44.1

<b>Growth-Related Expenditures</b>	<b>\$1,047,205</b>	<b>\$244,354</b>	<b>\$1,291,559</b>
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**PROPOSED EMS IMPACT FEES**

Infrastructure components and cost factors for EMS impact fees are summarized in the upper portion of Figure E7. For EMS impact fees, the capital cost is \$205.37 per person and \$48.81 per job.

EMS impact fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$509 is calculated using a cost of \$205.37 per person multiplied by a demand unit of 2.48 persons per housing unit.

Nonresidential impact fees are assessed according to the number of nonresidential vehicle trips per 1,000 square feet of floor area (per room for Hotel and per bed Nursing Home). The commercial/shopping center fee of \$596 per 1,000 square feet of floor area is derived from a cost of \$48.81 per job multiplied by a demand unit of 12.21 average daily trips per 1,000 square feet.

**Figure E7: Proposed Impact Fees**

Fee Component	Cost per Person	Cost per Trip
EMS Facilities	\$117.37	\$27.93
EMS Vehicles and Equipment	\$86.98	\$20.11
Impact Fee Report	\$1.02	\$0.77
<b>Total</b>	<b>\$205.37</b>	<b>\$48.81</b>

Residential Fees per Unit				
Development Type	Persons per Housing Unit <sup>1</sup>	Proposed Fees	Current Fees	Increase / Decrease
Single Family	2.48	\$509	\$119	\$390
Multi-Family	1.75	\$359	\$86	\$273

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Weekday Vehicle Trips <sup>1</sup>	Proposed Fees	Current Fees	Increase / Decrease
Light Industrial	2.44	\$119	\$0	\$119
Business Park	6.22	\$304	\$0	\$304
Manufacturing	2.38	\$116	\$0	\$116
Warehousing	0.86	\$42	\$0	\$42
Commercial/Shopping Center	12.21	\$596	\$0	\$596
Office/Institutional	5.42	\$265	\$0	\$265
Hotel (per room)	1.68	\$82	\$0	\$82
Nursing Home (per bed)	1.53	\$75	\$0	\$75

1. See Land Use Assumptions

**PROJECTED EMS IMPACT FEE REVENUE**

Projected fee revenue shown below is based on the development projections, shown in Appendix A, and the proposed EMS impact fees shown in Figure E7. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with impact fee revenue. Projected impact fee revenue over the next 10 years equals \$3.06 million and total projected expenditures equal \$6.39 million, meaning the County will need to fund \$3.3 million from non-impact fee revenue.

**Figure E8: Projected EMS Impact Fee Revenue**

Fee Component	Growth Share	Existing Share	Total
EMS Facilities	\$1,752,352	\$3,347,648	\$5,100,000
EMS Vehicles and Equipment	\$1,291,559	\$0	\$1,291,559
Impact Fee Report	\$7,900	\$0	\$7,900
<b>Total</b>	<b>\$3,051,811</b>	<b>\$3,347,648</b>	<b>\$6,399,459</b>

		Single Family \$509 per unit	Multi-Family \$359 per unit	Industrial \$119 per 1,000 sq ft	Comm/Shop \$596 per 1,000 sq ft	Office/Inst \$265 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2024	21,162	3,552	2,678,869	3,494,705	4,813,460
Year 1	2025	21,597	3,624	2,729,773	3,561,112	4,904,926
Year 2	2026	22,032	3,696	2,772,730	3,617,150	4,982,111
Year 3	2027	22,466	3,767	2,815,687	3,673,189	5,059,297
Year 4	2028	22,901	3,839	2,858,643	3,729,228	5,136,482
Year 5	2029	23,336	3,911	2,901,600	3,785,267	5,213,667
Year 6	2030	23,771	3,983	2,944,556	3,841,305	5,290,853
Year 7	2031	24,206	4,055	2,986,198	3,895,629	5,365,676
Year 8	2032	24,640	4,126	3,027,840	3,949,953	5,440,499
Year 9	2033	25,075	4,198	3,069,482	4,004,276	5,515,322
Year 10	2034	25,510	4,270	3,111,123	4,058,600	5,590,145
10-Year Increase		4,348	718	432,254	563,895	776,685
Projected Revenue		\$2,214,543	\$258,051	\$51,369	\$336,122	\$205,452

Projected Fee Revenue	\$3,065,537
Total Expenditures	\$6,399,459
Existing Development Share	\$3,347,648

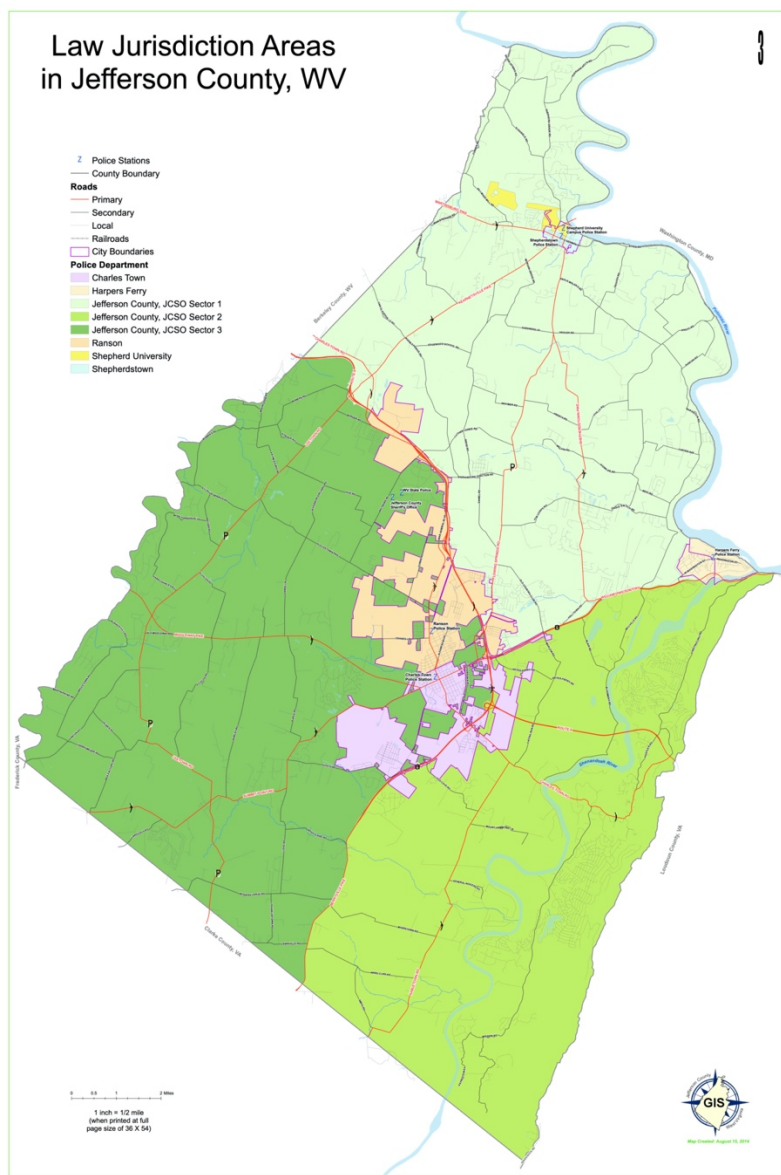
## LAW ENFORCEMENT IMPACT FEES

### METHODOLOGY

The Law Enforcement impact fees include components for Sheriff facilities, Sheriff vehicles, law enforcement equipment, and the cost of preparing the Impact Fee Study. The incremental expansion methodology is used for Sheriff facilities and vehicles/equipment. A plan-based methodology is used for the Impact Fee Study.

### SERVICE AREA

Jefferson County provides law enforcement services in unincorporated areas of Jefferson County; therefore, there is a single service area for the Law Enforcement impact fees (unincorporated areas only).



**PROPORTIONATE SHARE**

Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The Law Enforcement impact fees allocate the cost of capital facilities between residential and nonresidential development using functional population. Based on 2021 estimates (the latest data available at the time of this study) from the U.S. Census Bureau’s OnTheMap web application, residential development accounts for approximately 78 percent of functional population and nonresidential development is responsible for the remaining 22 percent.

**Figure L1: Proportionate Share**

Demand Units in 2021					
<b>Residential</b>				Demand Hours/Day	Person Hours
Population	58,473	↙			
Residents Not Working	32,571			20	651,425
Employed Residents	25,902	↘			
Employed in Jefferson County, WV	6,814			14	95,396
Employed outside Jefferson County, WV	19,088			14	267,232
Residential Subtotal					1,014,053
<b>Residential Share</b>					<b>78%</b>
<b>Nonresidential</b>					
Non-working Residents	32,571			4	130,285
Jobs Located in Jefferson County, WV	16,053	↘			
Residents Employed in Jefferson County, WV	6,814			10	68,140
Non-Resident Workers (inflow commuters)	9,239			10	92,390
Nonresidential Subtotal					290,815
<b>Nonresidential Share</b>					<b>22%</b>
Total					1,304,869

Source: TischlerBise calculation (population); U.S. Census Bureau, OnTheMap 6.23.5 Application and LEHD Origin-Destination Employment Statistics (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit, based on housing unit size. Since nonresidential calls for service were unavailable by specific nonresidential use (i.e. retail, office, industrial, etc.), TischlerBise recommends using average weekday nonresidential vehicle trips as the best demand indicator for law enforcement facilities. Trip generation rates are highest for commercial development, such as a shopping center, and lowest for industrial/warehouse development. Office/institutional trip rates fall between the other two categories. This ranking of trip rates is consistent with the relative demand for law enforcement protection from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, do not accurately reflect the demand for law enforcement services. If employees per 1,000 square feet of building area were used as the demand indicator, Law Enforcement impact fees would be too high for office/institutional development.

**IMPACT FEE COMPONENTS**

**Sheriff Facilities**

The Sheriff currently occupies two separate buildings totaling 16,660 square feet. Jefferson County plans to construct a new 34,000 square foot Public Safety building, of which the Sheriff will occupy 20,000 square feet. The Sheriff’s Office would vacate their present space as part of this construction plan. This new Public Safety building is estimated to cost \$10.2 million, with the Sheriff and Emergency Services Agency splitting the cost evenly.

To determine the existing level of service for the Sheriff’s Office, this analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. Since law enforcement services are provided primarily to unincorporated County areas, unincorporated County population and nonresidential vehicle trips are used as the demand base. The existing level of service for residential development is 0.2833 square feet per person (16,660 square feet X 78 percent residential share / 45,864 unincorporated County residents). The existing nonresidential level of service is 0.0870 square feet per vehicle trip (16,660 square feet X 22 percent nonresidential share / 42,114 unincorporated County vehicle trips). Using a construction cost of \$255 per square foot (based on the planned Public Safety building cost of \$5.1 million divided by 20,000 square feet), the Sheriff facilities cost is \$72.25 per person (0.2833 square feet per person X \$255 per square foot) and \$22.19 per vehicle trip (0.0870 square feet per vehicle trip X \$255 per square foot).

**Figure L2: Level of Service and Cost Allocation for Sheriff Facilities**

Description	Square Feet
Sheriff's Building	15,660
Blue Ridge Community Facility	1,000
<b>Total</b>	<b>16,660</b>

Cost Factors	
Cost per Square Foot <sup>1</sup>	\$255

Level-of-Service (LOS) Standards	
Existing Square Feet	16,660
Residential	
Residential Share	78%
2024 Unincorporated Population	45,864
Square Feet per Person	0.2833
<b>Cost per Person</b>	<b>\$72.25</b>
Nonresidential	
Nonresidential Share	22%
2024 Uninc.Nonresidential Trips	42,114
Square Feet per Vehicle Trip	0.0870
<b>Cost per Vehicle Trip</b>	<b>\$22.19</b>

Source: Jefferson County Sheriff's Office

### Sheriff Vehicles

Jefferson County plans to expand its current inventory of Sheriff vehicles to serve future development. The current inventory includes 64 units with a total replacement value of \$4,983,597, which equates to a weighted average cost of \$77,869 per unit.

This analysis uses functional population to allocate the proportionate share of demand to residential and nonresidential development. The existing level of service for residential development is 0.0011 units per person (64 units X 78 percent residential share/45,864 residents). The existing nonresidential level of service is 0.0003 units per vehicle trip (64 units X 22 percent nonresidential share/42,114 vehicle trips). Using the average cost of \$77,869 per unit, the Sheriff vehicles cost is \$84.76 per person (0.0011 units per person X \$77,869 per unit) and \$26.03 per vehicle trip (0.0003 units per vehicle trip X \$77,869 per unit).

**Figure L3: Level of Service and Cost Allocation for Sheriff Vehicles**

Description	Units	Unit Cost	Total Cost
SUV	59	\$80,000	\$4,720,000
Ford E350 Van	1	\$56,000	\$56,000
GMC Van	1	\$56,000	\$56,000
Ford Taurus	1	\$48,880	\$48,880
Chevy Equinox	1	\$53,837	\$53,837
Chevy Malibu	1	\$48,880	\$48,880
<b>Total</b>	<b>64</b>	<b>\$77,869</b>	<b>\$4,983,597</b>

Cost Factors	
Average Cost per Unit	\$77,869

Level-of-Service (LOS) Standards	
Existing Units	64
Residential	
Residential Share	78%
2024 Unincorporated Population	45,864
Units per Person	0.0011
<b>Cost per Person</b>	<b>\$84.76</b>
Nonresidential	
Nonresidential Share	22%
2024 Uninc. Nonresidential Trips	42,114
Units per Vehicle Trip	0.0003
<b>Cost per Vehicle Trip</b>	<b>\$26.03</b>

Source: Jefferson County Sheriff's Office

**Impact Fee Study**

The cost to prepare the Law Enforcement impact fees equals \$7,200, and Jefferson County plans to update its impact fees every five years. Based on this cost, proportionate share, and five-year projections of future residential and nonresidential development, the cost is \$1.76 per person and \$0.45 per vehicle trip.

**Figure L4: Impact Fee Study**

Infrastructure Category	Cost	Proportionate Share		Service Unit	2024	2029	5-Year Change	Cost per Service Unit
		Residential	78%					
Law Enforcement	\$7,200	Residential	78%	Unincorp. Population	45,864	49,061	3,198	\$1.76
		Nonresidential	22%	Unincorp. Vehicle Trips	42,114	45,616	3,502	\$0.45

**PROJECTED DEMAND**

**Sheriff Facilities**

Based on a 10-year projected population increase of 6,395 persons in unincorporated areas, future residential development demands an additional 1,812 square feet of Sheriff space (6,395 additional persons X 0.2833 square feet per person). With projected growth of 6,795 vehicle trips in unincorporated areas, future nonresidential development demands an additional 591 square feet (6,795 additional vehicle trips X 0.0870 square feet per vehicle trip). This additional space (2,403 square feet) has an estimated cost of approximately \$612,861. This demand of 2,403 square feet is less than the increase in Sheriff space as part of the planned Public Safety building (3,340 square feet), so new development has not corrected any existing deficiencies through the fee calculation.

**Figure L5: Projected Demand for Sheriff Space**

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Sheriff Facilities	0.2833 Square Feet	per Person	\$255
	0.0870 Square Feet	per Vehicle Trip	

Demand for Sheriff Facilities					
Year	Population	Vehicle Trips	Square Feet		
			Residential	Nonresidential	Total
2024	45,864	42,114	12,995	3,665	16,660
2025	46,503	42,915	13,176	3,735	16,911
2026	47,143	43,590	13,357	3,794	17,151
2027	47,782	44,265	13,538	3,852	17,391
2028	48,422	44,941	13,720	3,911	17,631
2029	49,061	45,616	13,901	3,970	17,871
2030	49,701	46,291	14,082	4,029	18,111
2031	50,341	46,946	14,263	4,086	18,349
2032	50,980	47,601	14,444	4,143	18,587
2033	51,620	48,255	14,626	4,200	18,825
2034	52,259	48,910	14,807	4,257	19,063
10-Yr Increase	6,395	6,795	1,812	591	2,403

<b>Growth-Related Expenditures</b>	<b>\$462,053</b>	<b>\$150,808</b>	<b>\$612,861</b>
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**Sheriff Vehicles**

Based on a projected population increase of 6,395 persons in the unincorporated areas between 2024 and 2034, future residential development demands an additional 7 units (6,395 additional persons X 0.0011 units per person). With projected growth of 6,795 vehicle trips in unincorporated areas between 2024 and 2034, future nonresidential development demands an additional 2.3 units (6,795 additional vehicle trips X 0.0003 units per vehicle trip). Future development in unincorporated areas demands an additional 9.2 Sheriff vehicles at a cost of \$718,935 (9.2 vehicles X \$77,869 per unit).

**Figure L6: Projected Demand for Sheriff Vehicles**

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Sheriff Vehicles	0.0011 Units	per Person	\$77,869
	0.0003 Units	per Vehicle Trip	

Demand for Sheriff Vehicles					
Year	Population	Vehicle Trips	Units		
			Residential	Nonresidential	Total
2024	45,864	42,114	49.9	14.1	64.0
2025	46,503	42,915	50.6	14.3	65.0
2026	47,143	43,590	51.3	14.6	65.9
2027	47,782	44,265	52.0	14.8	66.8
2028	48,422	44,941	52.7	15.0	67.7
2029	49,061	45,616	53.4	15.3	68.7
2030	49,701	46,291	54.1	15.5	69.6
2031	50,341	46,946	54.8	15.7	70.5
2032	50,980	47,601	55.5	15.9	71.4
2033	51,620	48,255	56.2	16.1	72.3
2034	52,259	48,910	56.9	16.4	73.2
10-Yr Increase	6,395	6,795	7.0	2.3	9.2

<b>Growth-Related Expenditures</b>	<b>\$542,025</b>	<b>\$176,910</b>	<b>\$718,935</b>
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**PROPOSED LAW ENFORCEMENT IMPACT FEES**

Infrastructure components and cost factors for Law Enforcement impact fees are summarized in the upper portion of Figure L7. For Law Enforcement impact fees, the capital cost is \$158.76 per person and \$48.68 per trip.

Law Enforcement impact fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$394 is calculated using a cost of \$158.76 per person multiplied by demand units of 2.48 persons per housing unit.

Nonresidential impact fees are assessed according to the number of jobs per 1,000 square feet of floor area (per room for Hotel and per bed Nursing Home). The commercial/shopping center fee of \$595 per 1,000 square feet of floor area is derived from a cost of \$48.68 per trip multiplied by a demand unit of 12.21 average weekday vehicle trips per 1,000 square feet.

**Figure L7: Proposed Impact Fees**

Fee Component	Cost per Person	Cost per Trip
Sheriff Facilities	\$72.25	\$22.19
Sheriff Vehicles	\$84.76	\$26.03
Impact Fee Report	\$1.76	\$0.45
<b>Total</b>	<b>\$158.76</b>	<b>\$48.68</b>

Residential Fees per Unit				
Development Type	Persons per Housing Unit <sup>1</sup>	Proposed Fees	Current Fees	Increase / Decrease
Single Family	2.48	\$394	\$636	(\$242)
Multi-Family	1.75	\$278	\$455	(\$177)

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Weekday Vehicle Trips <sup>1</sup>	Proposed Fees	Current Fees	Increase / Decrease
Light Industrial	2.44	\$119	\$0	\$119
Business Park	6.22	\$303	\$0	\$303
Manufacturing	2.38	\$116	\$0	\$116
Warehousing	0.86	\$42	\$0	\$42
Commercial/Shopping Center	12.21	\$595	\$0	\$595
Office/Institutional	5.42	\$264	\$0	\$264
Hotel (per room)	1.68	\$82	n/a	n/a
Nursing Home (per bed)	1.53	\$74	n/a	n/a

1. See Land Use Assumptions

**PROJECTED LAW ENFORCEMENT IMPACT FEE REVENUE**

Projected fee revenue shown below is based on the development projections, shown in Appendix A, and the proposed Law Enforcement impact fees shown in Figure L7. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with impact fee revenue. Projected impact fee revenue over the next 10 years equals \$1.34 million and total projected expenditures equal \$5.8 million, meaning the County will need to fund \$4.48 million from non-impact fee revenue.

**Figure L8: Projected Law Enforcement Impact Fee Revenue**

Fee Component	Growth Share	Existing Share	Total
Sheriff Facilities	\$612,861	\$4,487,139	\$5,100,000
Sheriff Vehicles	\$718,935	\$0	\$718,935
Impact Fee Report	\$7,200	\$0	\$7,200
<b>Total</b>	<b>\$1,338,996</b>	<b>\$4,487,139</b>	<b>\$5,826,135</b>

		Single Family \$394 per unit	Multi-Family \$278 per unit	Industrial \$119 per 1,000 sq ft	Comm/Shop \$595 per 1,000 sq ft	Office/Inst \$264 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2024	15,813	2,314	1,498	1,955	2,692
Year 1	2025	16,070	2,316	1,527	1,992	2,743
Year 2	2026	16,326	2,318	1,551	2,023	2,787
Year 3	2027	16,583	2,319	1,575	2,055	2,830
Year 4	2028	16,839	2,321	1,599	2,086	2,873
Year 5	2029	17,096	2,323	1,623	2,117	2,916
Year 6	2030	17,353	2,325	1,647	2,149	2,959
Year 7	2031	17,609	2,327	1,670	2,179	3,001
Year 8	2032	17,866	2,328	1,694	2,209	3,043
Year 9	2033	18,122	2,330	1,717	2,240	3,085
Year 10	2034	18,379	2,332	1,740	2,270	3,127
10-Year Increase		2,566	18	242	315	434
Projected Revenue		\$1,010,309	\$5,001	\$28,658	\$187,517	\$114,618

Projected Fee Revenue	\$1,346,103
Total Expenditures	\$5,826,135
Existing Development Share	\$4,480,033

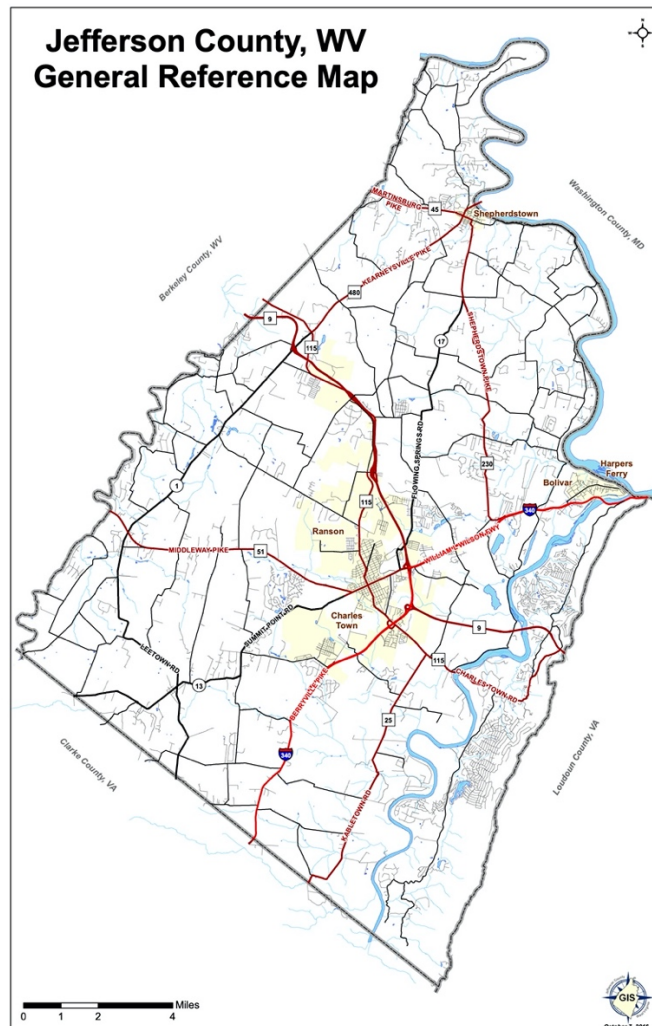
## PARKS AND RECREATION IMPACT FEES

### METHODOLOGY

The Parks and Recreation impact fees include components for park land, park improvements, park facilities, park vehicles and equipment, and the cost of preparing the Impact Fee Study. The incremental expansion methodology is used for park land, park improvements, park facilities, and park vehicles and equipment. A plan-based methodology is used for the Impact Fee Study. The Parks and Recreation impact fees allocate 100 percent of the cost of capital facilities to residential development.

### SERVICE AREA

Jefferson County provides park and recreation amenities throughout Jefferson County; therefore, there is a single service area for the Parks and Recreation impact fees.



**IMPACT FEE COMPONENTS**

**Park Land**

Jefferson County plans to expand its current inventory of park land to serve future development. The current inventory includes 470.9 acres.

This analysis allocates 100 percent of demand to residential development. The existing level of service for residential development is 0.0076 acres per person (470.9 acres X 100 percent residential share / 61,728 persons). Based on recent land acquisition costs provided by staff, the analysis uses a cost of \$10,500 per acre. The park land cost is \$80.10 per person (0.0076 acres per person X \$10,500 per acre).

**Figure P1: Park Land Level of Service and Cost Allocation for Park Land**

Description	Acres
Bolivar Nature Park	6.80
Harvest Hills Park	21.77
Heather Marriot Park	11.00
James Hite Park	119.73
Leetown Park	10.87
Moulton Park	88.88
Mount Mission Park	3.50
Sam Michael's Park	137.24
South Jefferson Park	71.11
<b>Total</b>	<b>470.9</b>

Cost Factors	
Cost per Acre	\$10,500

Level-of-Service (LOS) Standards	
Existing Acres	470.9
<b>Residential</b>	
Residential Share	100%
2024 Population	61,728
Acres per Person	0.0076
<b>Cost per Person</b>	<b>\$80.10</b>

Source: Jefferson County Parks Department

**Park Improvements**

Jefferson County plans to expand its current inventory of park improvements to serve future development. The current inventory includes 270 units with a total cost of \$19,932,712, which equates to a weighted average cost per improvement of \$73,825.

**Figure P2: Existing Inventory of Park Improvements**

<b>Description</b>	<b>Improvements</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Amphitheatre	1	\$650,000	\$650,000
Baseball Field	2	\$400,000	\$800,000
Baseball Field w Lights	2	\$500,000	\$1,000,000
Basketball Court	1	\$100,000	\$100,000
Benches	36	\$500	\$18,000
Bleachers	22	\$1,300	\$28,600
Boat Ramp	1	\$21,530	\$21,530
Camping Pads	11	\$1,002	\$11,022
Concession Stand	4	\$300,000	\$1,200,000
Cross Country Trail	1	\$32,300	\$32,300
Dog Park	1	\$350,000	\$350,000
Dugouts	6	\$15,000	\$90,000
Electric/Solar Gates	2	\$3,200	\$6,400
Fence	5	\$12,920	\$64,600
Football Field	1	\$400,000	\$400,000
Gazebo	1	\$56,250	\$56,250
Horseshoe Pits	2	\$6,250	\$12,500
Maintenance Building (Michaels)	1	\$192,500	\$192,500
Maintenance Building (S Jeff.)	1	\$48,450	\$48,450
Nature Trail	1	\$1,080	\$1,080
Old Church Bldg. (Storage)	1	\$22,050	\$22,050
Parking Lot	11	\$21,530	\$236,830
Pavilion	5	\$55,000	\$275,000
Grills	20	\$800	\$16,000
Picnic Tables	76	\$6,480	\$492,480
Playground	6	\$260,000	\$1,560,000
Restrooms	9	\$150,000	\$1,350,000
Sign	11	\$7,920	\$87,120
Soccer / Multi-Use Field	17	\$500,000	\$8,500,000
Softball Fields with Lights	3	\$500,000	\$1,500,000
Tennis Courts	4	\$100,000	\$400,000
Volleyball Court	1	\$50,000	\$50,000
Walking Trail	4	\$90,000	\$360,000
<b>Total</b>	<b>270</b>	<b>\$73,825</b>	<b>\$19,932,712</b>

This analysis allocates 100 percent of demand for park improvements to residential development. The existing residential level of service is 0.0044 improvements per person (270 improvements X 100 percent residential share / 61,728 persons). Using the average cost of \$73,825 per improvement, the park improvement cost is \$322.91 per person (0.0044 improvements per person X \$73,825 per unit).

**Figure P3: Level of Service and Cost Allocation for Park Improvements**

Cost Factors	
Average Cost per Unit	\$73,825

Level-of-Service (LOS) Standards	
Existing Improvements	270
Residential	
Residential Share	100%
2020 Population	61,728
Improvements per Person	0.0044
<b>Cost per Person</b>	<b>\$322.91</b>

Source: Jefferson County Parks Department

**Recreation**

Jefferson County plans to expand or construct new recreation center space to serve future development. The current inventory includes 18,571 square feet. This analysis allocates 100 percent of demand to residential development. The existing level of service for residential development is 0.3009 square feet per person (18,571 square feet X 100 percent residential share / 61,728 persons). Using an estimated construction cost of \$205 per square foot, the recreation center cost is \$61.67 per person (0.3009 square feet per person X \$205 per square foot).

**Figure P4: Level of Service and Cost Allocation for Recreation**

Description	Square Feet
Jefferson County Community Center	18,571

Cost Factors	
Total Square Feet	18,571
Cost per Square Foot*	\$205

Level-of-Service (LOS) Standards	
Existing Square Feet	18,571
Residential	
Residential Share	100%
2024 Population	61,728
Square Feet per Person	0.3009
<b>Cost per Person</b>	<b>\$61.67</b>

Source: Jefferson County Parks Department

\*RS Means Construction Index

**Park Vehicles and Equipment**

Jefferson County plans to expand its current inventory of park vehicles and equipment to serve future development. The current inventory includes 27 units with a total cost of \$525,600, which equates to a weighted average cost per unit of \$19,467.

This analysis allocates 100 percent of demand to residential development. The existing level of service for residential development is 0.0004 units per person (27 units X 100 percent residential share / 61,728 persons). Using the average cost of \$19,467 per unit, the park vehicles and equipment cost is \$8.51 per person (0.0004 units per person X \$19,467 per unit).

**Figure P5: Level of Service and Cost Allocation for Park Vehicles and Equipment**

Description	Units	Unit Cost	Total Cost
Dump Truck	1	\$50,000	\$50,000
Pick-Up Truck	3	\$40,000	\$120,000
Scag Mowers	2	\$9,000	\$18,000
Tractors	3	\$17,000	\$51,000
Trailers	4	\$4,000	\$16,000
Miscellaneous Tools	1	\$10,000	\$10,000
Mobile Recreation Van	1	\$55,000	\$55,000
John Deere Gator	1	\$12,000	\$12,000
Golf Cart	1	\$12,000	\$12,000
John Deere Zero Turn Mowers	8	\$22,500	\$180,000
Troy Built Snowblower	1	\$900	\$900
Backpack Blower	1	\$700	\$700
<b>Total</b>	<b>27</b>	<b>\$19,467</b>	<b>\$525,600</b>

Cost Factors	
Average Cost per Unit	\$19,467

Level-of-Service (LOS) Standards	
Existing Units	27
Residential	
Residential Share	100%
2024 Population	61,728
Units per Person	0.0004
Cost per Person	\$8.51

Source: Jefferson County Parks Department

**Impact Fee Study**

The cost to prepare the Parks and Recreation impact fees equals \$12,500, and Jefferson County plans to update its impact fees every five years. Based on this cost, proportionate share, and five-year projections of future residential development, the cost is \$2.08 per person.

**Figure P6: Impact Fee Study**

Infrastructure Category	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Parks and Recreation	\$12,500	Residential	100%	Population	6,020	\$2.08
		Nonresidential	0%			\$0.00

**PROJECTED DEMAND**

**Park Land**

Based on a projected population increase of 12,040 persons over the next 10 years, future residential development demands an additional 91.8 acres (12,040 additional persons X 0.0076 acres per person). The park land cost is \$964,374 (91.8 acres X \$10,500 per acre).

**Figure P7: Projected Demand for Park Land**

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Park Land	0.0076 Acres	per Person	\$10,500

Demand for Park Land					
Year	Population	Jobs	Acres		
			Residential	Nonresidential	Total
2024	61,728	27,302	470.9	0.0	470.9
2025	62,932	27,821	480.1	0.0	480.1
2026	64,136	28,259	489.3	0.0	489.3
2027	65,340	28,697	498.5	0.0	498.5
2028	66,544	29,134	507.6	0.0	507.6
2029	67,748	29,572	516.8	0.0	516.8
2030	68,952	30,010	526.0	0.0	526.0
2031	70,156	30,434	535.2	0.0	535.2
2032	71,360	30,859	544.4	0.0	544.4
2033	72,564	31,283	553.6	0.0	553.6
2034	73,768	31,708	562.7	0.0	562.7
10-Yr Increase	12,040	4,405	91.8	0.0	91.8

<b>Growth-Related Expenditures</b>	<b>\$964,374</b>	<b>\$0</b>	<b>\$964,374</b>
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**Park Improvements**

Based on a projected population increase of 12,040 persons over the next 10 years, future residential development demands an additional 52.7 park improvements (12,040 additional persons X 0.0044 improvements per person). The park improvement cost is \$3,887,712 (52.7 improvements X \$73,825 per unit).

**Figure P8: Projected Demand for Park Improvements**

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Improvements	0.0044 Improvements	per Person	\$73,825

Demand for Park Improvements					
Year	Population	Jobs	Improvements		
			Residential	Nonresidential	Total
2024	61,728	27,302	270.0	0.0	270.0
2025	62,932	27,821	275.3	0.0	275.3
2026	64,136	28,259	280.5	0.0	280.5
2027	65,340	28,697	285.8	0.0	285.8
2028	66,544	29,134	291.1	0.0	291.1
2029	67,748	29,572	296.3	0.0	296.3
2030	68,952	30,010	301.6	0.0	301.6
2031	70,156	30,434	306.9	0.0	306.9
2032	71,360	30,859	312.1	0.0	312.1
2033	72,564	31,283	317.4	0.0	317.4
2034	73,768	31,708	322.7	0.0	322.7
10-Yr Increase	12,040	4,405	52.7	0.0	52.7

<b>Growth-Related Expenditures</b>	<b>\$3,887,712</b>	<b>\$0</b>	<b>\$3,887,712</b>
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**Recreation Center Space**

Based on a projected population increase of 12,040 persons over the next 10 years, future residential development demands an additional 3,622 square feet of recreation center space (12,040 additional persons X 0.3009 square feet per person). The recreation center space cost is \$742,535 (3,622 square feet X \$205 per square foot).

**Figure P9: Projected Demand for Recreation Center Space**

Type of Infrastructure	Level of Service	Demand Unit	Cost per Sq Ft
Recreation Center Space	0.3009 Square Feet	per Person	\$205

Demand for Recreation Center					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2024	61,728	27,302	18,571.0	0.0	18,571.0
2025	62,932	27,821	18,933.2	0.0	18,933.2
2026	64,136	28,259	19,295.4	0.0	19,295.4
2027	65,340	28,697	19,657.6	0.0	19,657.6
2028	66,544	29,134	20,019.8	0.0	20,019.8
2029	67,748	29,572	20,382.1	0.0	20,382.1
2030	68,952	30,010	20,744.3	0.0	20,744.3
2031	70,156	30,434	21,106.5	0.0	21,106.5
2032	71,360	30,859	21,468.7	0.0	21,468.7
2033	72,564	31,283	21,830.9	0.0	21,830.9
2034	73,768	31,708	22,193.1	0.0	22,193.1
10-Yr Increase	12,040	4,405	3,622.1	0.0	3,622.1

<b>Growth-Related Expenditures</b>	<b>\$742,535</b>	<b>\$0</b>	<b>\$742,535</b>
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**Park Vehicles and Equipment**

Based on a projected population increase of 12,040 persons over the next 10 years, future residential development demands an additional 5.3 units of vehicles/equipment (12,040 additional persons X 0.0004 units per person). The park vehicles and equipment cost is approximately \$102,500 (5.3 units X \$19,467 per unit).

**Figure P10: Projected Demand for Park Vehicles and Equipment**

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Vehicles and Equipment	0.0004 Units	per Person	\$19,467

Demand for Park Vehicles and Equipment					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2024	61,728	27,302	27.0	0.0	27.0
2025	62,932	27,821	27.5	0.0	27.5
2026	64,136	28,259	28.1	0.0	28.1
2027	65,340	28,697	28.6	0.0	28.6
2028	66,544	29,134	29.1	0.0	29.1
2029	67,748	29,572	29.6	0.0	29.6
2030	68,952	30,010	30.2	0.0	30.2
2031	70,156	30,434	30.7	0.0	30.7
2032	71,360	30,859	31.2	0.0	31.2
2033	72,564	31,283	31.7	0.0	31.7
2034	73,768	31,708	32.3	0.0	32.3
10-Yr Increase	12,040	4,405	5.3	0.0	5.3

<b>Growth-Related Expenditures</b>	<b>\$102,514</b>	<b>\$0</b>	<b>\$102,514</b>
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**PROPOSED PARKS AND RECREATION IMPACT FEES**

Infrastructure components and cost factors for Parks and Recreation impact fees are summarized in the upper portion of Figure P11. For Parks and Recreation impact fees, the capital cost is \$475.28 per person.

Parks and Recreation impact fees for residential development are assessed according to the number of persons per housing unit. The single-family fee of \$1,179 is calculated using a cost of \$475.28 per person multiplied by a demand unit of 2.48 persons per housing unit.

Jefferson County will not assess Parks and Recreation impact fees on nonresidential development.

**Figure P11: Proposed Parks and Recreation Impact Fees**

Fee Component	Cost per Person	Cost per Job
Park Land	\$80.10	\$0.00
Park Improvements	\$322.91	\$0.00
Recreation Center Space	\$61.67	\$0.00
Park Vehicles and Equipment	\$8.51	\$0.00
Impact Fee Report	\$2.08	\$0.00
<b>Total</b>	<b>\$475.28</b>	<b>\$0.00</b>

Residential Fees per Unit				
Development Type	Persons per Housing Unit <sup>1</sup>	Proposed Fees	Current Fees	Increase / Decrease
Single Family	2.48	\$1,179	\$1,131	\$48
Multi-Family	1.75	\$832	\$810	\$22

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft <sup>1</sup>	Proposed Fees	Current Fees	Increase / Decrease
Light Industrial	1.57	\$0	\$0	\$0
Business Park	3.08	\$0	\$0	\$0
Manufacturing	1.89	\$0	\$0	\$0
Warehousing	0.34	\$0	\$0	\$0
Commercial/Shopping Center	2.12	\$0	\$0	\$0
Office/Institutional	3.26	\$0	\$0	\$0
Hotel (per room)	0.13	\$0	\$0	\$0
Nursing Home (per bed)	0.92	\$0	\$0	\$0

1. See Land Use Assumptions

**PROJECTED PARKS AND RECREATION IMPACT FEE REVENUE**

Projected fee revenue shown below is based on the development projections, shown in Appendix A, and the proposed Parks and Recreation impact fees shown in Figure P11. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with impact fee revenue. Projected impact fee revenue equals \$5,709,635 and projected expenditures equal \$5,709,635.

**Figure P12: Projected Parks and Recreation Impact Fee Revenue**

Fee Component	Growth Share	Existing Share	Total
Park Land	\$964,374	\$0	\$964,374
Park Improvements	\$3,887,712	\$0	\$3,887,712
Recreation Center Space	\$742,535	\$0	\$742,535
Park Vehicles and Equipment	\$102,514	\$0	\$102,514
Impact Fee Report	\$12,500	\$0	\$12,500
<b>Total</b>	<b>\$5,709,635</b>	<b>\$0</b>	<b>\$5,709,635</b>

		Single Family \$1,179 per unit	Multi-Family \$832 per unit	Industrial \$0 per 1,000 sq ft	Comm/Shop \$0 per 1,000 sq ft	Office/Inst \$0 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2024	21,162	3,552	0	0	0
Year 1	2025	21,597	3,624	0	0	0
Year 2	2026	22,032	3,696	0	0	0
Year 3	2027	22,466	3,767	0	0	0
Year 4	2028	22,901	3,839	0	0	0
Year 5	2029	23,336	3,911	0	0	0
Year 6	2030	23,771	3,983	0	0	0
Year 7	2031	24,206	4,055	0	0	0
Year 8	2032	24,640	4,126	0	0	0
Year 9	2033	25,075	4,198	0	0	0
Year 10	2034	25,510	4,270	0	0	0
10-Year Increase		4,348	718	0	0	0
Projected Revenue		\$5,113,752	\$595,883	\$0	\$0	\$0

Projected Fee Revenue	\$5,709,635
Existing Development Share	\$0
<b>Total Expenditures</b>	<b>\$5,709,635</b>

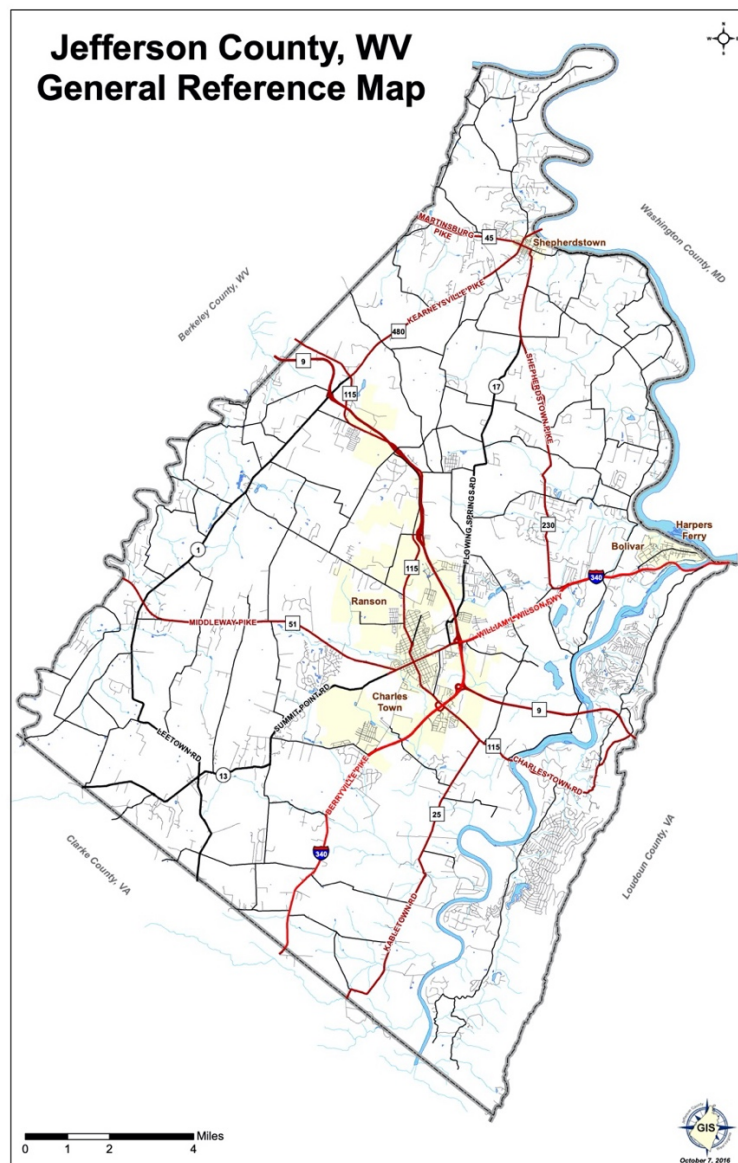
## SCHOOL IMPACT FEES

### METHODOLOGY

The School impact fees include components for high school classroom space and the cost of preparing the Impact Fee Study. A land component is not included because the County already owns land for a future high school. The incremental expansion methodology is used for high school classroom space. A plan-based methodology is used for the Impact Fee Study.

### SERVICE AREA

Jefferson County Schools provide public school facilities throughout Jefferson County; therefore, there is a single service area for the School impact fees.



### PROPORTIONATE SHARE

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Impact fees should not exceed a proportionate share of the capital cost needed to provide capital facilities to the development. The School impact fees allocate 100 percent of the cost of capital facilities to residential development.

### STUDENT GENERATION RATES

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Demand for additional school capacity will come from future residential development. To determine the level of this demand, this analysis uses custom student generation rates. The term “student generation rate” refers to the number of public school students per housing unit in Jefferson County. Public school students are a subset of school-aged children, which includes students in private schools and home-schooled children. Student generation rates are important demographic factors that help account for variations in demand for school facilities by housing unit type. Student generation rates per housing unit are held constant over the projection period since the impact fees represent a snapshot approach of current levels of service.

TischlerBise derives custom student generation rates for Jefferson County using demographic data from survey responses published by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS) and 2021-2022 school year enrollment data from the Jefferson County Schools. TischlerBise uses American Community Survey (ACS) 2018-2022 PUMS data – the most recent year available – to derive the number of students per housing unit by type of unit. PUMS data are only available for areas of roughly 100,000 persons, and Jefferson County is included in West Virginia Public Use Microdata Area (PUMA) 00400. As shown in Appendix E, PUMA 00400 includes Berkeley County, Hampshire County, Jefferson County, Mineral County, and Morgan County. As shown on the following pages, this analysis calculates unadjusted student generation rates based on all public school students and housing units in PUMA 00400 and then adjusts these rates based on local enrollment and housing unit estimates for Jefferson County.

#### Public School Students and Housing Units – PUMA 00400

Given demographic characteristics and potential for future development in Jefferson County, student generation rates are calculated for the following housing unit types: (1) Single-Family and (2) Multi-Family. Student generation rates are calculated for three school levels: (1) elementary (grades Pre-K to 5), (2) middle (grades 6 to 8), and (3) high (grades 9 to 12). Shown below, Figure S1 includes total public school students by school level and total housing units by housing unit type for PUMA 00400. This reflects all public school students who live in PUMA 00400.

Figure S1: Public School Students and Housing Units in PUMA 00400 by Housing Unit Type

### Public School Students by Housing Unit Type for PUMA Region 400

	Public School Students		Total
	Single-Family	Multi-Family	
Elementary	12,944	976	13,920
Middle	7,827	582	8,409
High	10,815	200	11,015
Total	31,586	1,758	33,344

	Housing Units		Total
	Single-Family	Multi-Family	
Housing Units	92,815	9,703	102,518

Source: Cross tabulation by TischlerBise using U. S. Census Bureau, 2018-2022 ACS 5-Year Estimates Weighted Public Use Microdata Sample for West Virginia PUMA 400.

#### Unadjusted Student Generation Rates – PUMA 00400

Next, using the totals shown in Figure S1, student generation rates by housing unit type are calculated by dividing the number of students in each type of housing unit by the total number of housing units. Shown below, Figure S2 represents the unadjusted student generation rates by housing unit type for PUMA 00400.

Figure S2: Unadjusted Student Generation Rates by Housing Unit Type

### Unadjusted Student Generation Rates

#### Unadjusted Public School Students per Dwelling

	Housing Unit Type		Weighted Average
	Single-Family	Multi-Family	
Elementary	0.139	0.101	0.136
Middle	0.084	0.060	0.082
High	0.117	0.021	0.107
Total	0.340	0.181	0.325

Source: Cross tabulation by TischlerBise using U. S. Census Bureau, 2018-2022 ACS 5-Year Estimates Weighted Public Use Microdata Sample for West Virginia PUMA 400.

**Public School Students and Housing Units – Jefferson County**

To reflect demand for public school facilities in Jefferson County, this analysis applies the unadjusted student generation rates in Figure S2 to housing unit estimates from 2018-2022 American Community Survey (ACS) 5-year estimates shown at the bottom of Figure S3. For example, applying the unadjusted student generation rate 0.021 high school students in multi-family units (shown above in Figure S2) to the local estimate of 3,535 multi-family units provides an estimate of 73 high school students in existing multi-family units. This analysis compares the enrollment estimates from the previous step, equaling 7,577 students, to the actual enrollment of 8,659 students for the 2021-2022 school year.

**Figure S3: Public School Students in Jefferson County by Housing Unit Type**

**Estimated Public School Students  
by Housing Unit Type**

	Public School Students		Total	Jefferson County 2021-2022
	Single-Family	Multi-Family		
Elementary	2,843	356	3,198	3,795
Middle	1,719	212	1,931	2,074
High	2,375	73	2,448	2,790
<b>Total</b>	<b>6,937</b>	<b>640</b>	<b>7,577</b>	<b>8,659</b>

	Housing Units		Total	2022 Housing Units
	Single-Family	Multi-Family		
Housing Units	20,383	3,535	23,918	23,918

Source: TischlerBise estimates for Jefferson County using U.S. Census Bureau, 2018-2022 ACS 5-Year Estimates Weighted PUMS for West Virginia PUMA 400 (calibrated to JCS enrollment for 2021-2022 and 2018-2022 ACS housing unit estimate.)

**Adjusted Student Generation Rates – Jefferson County Schools**

By adjusting estimated enrollment to actual enrollment, the adjusted student generation rate for all housing units in Jefferson County is 0.363 students per housing unit – 0.389 students per single-family unit and 0.206 students per multi-family unit. Student generation rates are shown with three decimal places, but it is often easier to understand the rates based on the expected number of students from 100 housing units. For example, Jefferson County should expect 100 new housing units to generate approximately 36 additional public school students (100 units X 0.363 public school students per unit). Continuing the example, those 100 housing units are expected to generate 16 elementary school students (100 units X 0.159 students per unit), 9.0 middle school students (100 units X 0.087 students per unit), and 12 high school students (100 units X 0.117 students per unit).

Figure S4: Adjusted Student Generation Rates by Housing Unit Type

**Jefferson County Public School Students  
Per Housing Unit**

**Public School Students per Dwelling**

	Housing Types		Weighted Average
	Single-Family	Multi-Family	
Elementary	0.165	0.119	0.159
Middle	0.091	0.064	0.087
High	0.133	0.023	0.117
<b>Total</b>	<b>0.389</b>	<b>0.206</b>	<b>0.363</b>

Source: TischlerBise tabulation of U.S. Census Bureau 2018-2022 5-Year Estimates ACS Weighted PUMS for West Virginia PUMA 400 (Calibrated to JCS enrollment for 2021-2022 and 2018-2022 ACS housing unit estimates.)

**STUDENT ENROLLMENT**

**Historical Enrollment**

Since the 2013-2014 school year, overall enrollment in Jefferson County has decreased by a total of 825 students. However, what is more telling is that the majority of this decline in enrollment has occurred over the last five years. Since the 2019-2020 school year overall enrollment has declined by 706 students. The largest decreases have been at the elementary school level, although middle school enrollment has been declining as well. Over the last five years, high school enrollment has increased by 12 students.

Figure S5: Historical Enrollment

Historical Enrollment				
School Year	Elementary	Middle	High	Total
2013-2014	4,418	2,147	2,496	9,061
2014-2015	4,432	2,088	2,546	9,066
2015-2016	4,367	2,084	2,687	9,138
2016-2017	4,363	2,058	2,781	9,202
2017-2018	4,363	2,065	2,745	9,173
2018-2019	4,210	2,080	2,744	9,034
2019-2020	4,108	2,068	2,766	8,942
2020-2021	3,695	2,080	2,718	8,493
2021-2022	3,795	2,074	2,790	8,659
2022-2023	3,665	1,954	2,773	8,392
2023-2024	3,552	1,906	2,778	8,236
10-Year Increase	(866)	(241)	282	(825)
5-Year Increase	(556)	(162)	12	(706)

Source: Jefferson County Schools

## Projected Enrollment

Enrollment projections are based on student generation rates shown in Figure S4 and projected housing unit growth shown in Appendix A. As Figure S6 indicates, this methodology projects an additional 1,833 students over the next ten years. In reality, as Figure S5 indicated, enrollment has been declining, which suggests that while new housing units are generating school-age children, it is evident that as the City's existing development base ages in place, the influx of new school age children generated by new residential development is being more than offset by the loss of school age children by the existing development base.

**Figure S6: Projected Enrollment**

	2024	2025	2026	2027	2028	2029	2034	10-Year Increase
	Base Year	1	2	3	4	5	10	
<b>Housing Units</b>								
Single Family	21,162	21,597	22,032	22,466	22,901	23,336	25,510	4,348
Multi-Family	3,552	3,624	3,696	3,767	3,839	3,911	4,270	718
<b>Total Housing Units</b>	<b>24,714</b>	<b>25,221</b>	<b>25,727</b>	<b>26,234</b>	<b>26,740</b>	<b>27,247</b>	<b>29,780</b>	<b>5,066</b>
	2024	2025	2026	2027	2028	2029	2034	
Elementary	3,552	3,583	3,663	3,744	3,824	3,905	4,307	755
Middle	1,906	1,961	2,005	2,049	2,093	2,137	2,357	451
High	2,778	2,870	2,929	2,989	3,048	3,108	3,405	627
<b>Total Enrollment</b>	<b>8,236</b>	<b>8,413</b>	<b>8,597</b>	<b>8,781</b>	<b>8,965</b>	<b>9,149</b>	<b>10,069</b>	<b>1,833</b>

## COST OF CONSTRUCTION

Construction costs were provided by Jefferson County Schools, based on estimated costs for a future high school. As shown below in Figure S7, the estimated cost of a new high school is \$75,480,000. The County estimates the local share of the cost will be 85%, or \$63,986,699. When compared to the square footage (170,000), the weighted average construction cost is \$376 per square foot.

**Figure S7: Local Cost of Construction**

Project	Square Feet	Total	Local Share	Local Cost per SF
New High School	170,000	\$75,480,000	\$63,986,699	\$376

Source: Jefferson County Schools. Local share assumed to be 85%

**IMPACT FEE COMPONENTS**

**High Schools – Incremental Expansion**

Shown below, Figure S8 includes the current inventory for high schools in Jefferson County. High schools include 122.6 acres and 397,124 square feet of floor area with capacity to serve 2,716 students. Total enrollment for the 2023-2024 school year of 2,778 students represents a utilization rate of 102 percent.

**Figure S8: High School Inventory**

High School	Acres <sup>1</sup>	Facility Square Feet <sup>1</sup>	Student Capacity <sup>1</sup>	2023-2024 Enrollment <sup>2</sup>	Utilization
Jefferson	64.6	188,124	1,406	1,394	99%
Washington	58.0	209,000	1,310	1,384	106%
<b>Total</b>	<b>122.6</b>	<b>397,124</b>	<b>2,716</b>	<b>2,778</b>	<b>102%</b>

1. Jefferson County Schools
2. West Virginia Department of Education

For high school facilities, the existing LOS is 142.95 square feet per student (397,124 square feet / 2,778 students). Since enrollment at the high school level exceeds capacity, enrollment rather than capacity is used to determine the level of service. Using the local share of construction cost estimate of \$376 per square foot provided by the School Building Authority of West Virginia, the facilities cost is \$53,806.49 per student (142.95 square feet per student X \$376 per square foot).

**Figure S9: High School Level of Service and Cost Allocation**

Cost Allocation Factors	
Cost per Square Foot <sup>1</sup>	\$376

Level-of-Service (LOS) Standards	
Existing Enrollment	2,778
Existing Square Feet	397,124
Square Feet per Student	142.95
<b>Cost per Student</b>	<b>\$53,806.49</b>

1. Jefferson County and School Building Authority of West Virginia

**Impact Fee Study – Plan-Based**

The cost to prepare the Schools impact fees totals \$28,600. Jefferson County plans to update its impact fees every five years. Based on this cost, proportionate share, and five-year projections of new residential development, the cost is \$31.32 per student.

**Figure S10: Impact Fee Study**

Infrastructure Category	Cost	Proportionate Share	Service Unit	5-Year Change	Cost per Service Unit
School	\$28,600	Residential 100%	Students	913	\$31.32
		Nonresidential 0%			\$0.00

**CREDITS**

**Series 2021 Credit**

Jefferson County Schools, through the Jefferson County Building Commission, will issue debt to finance future school facilities. This analysis includes a credit for future principal payments related to the Series 2021 debt. A credit is necessary since future residential units will pay for school facilities through the impact fee and will also contribute to future principal payments on this debt. A credit is not necessary for interest payments because interest costs are not included in the impact fee.

As shown in Figure S11, planned debt for future school facilities will be repaid through 2036. The remaining principal balance will be \$36,555,000. Annual principal payments are divided by projected student enrollment to determine the credit per student. To account for the time value of money, annual payments per student are discounted using a net present value formula based on a discount rate of 5.00 percent. The net present value of future principal payments is \$2,845.11 per student.

**Figure S11: Credit for Future Principal Payments (Series 2021)**

Year	Principal	Enrollment	Credit
2025	\$2,605,000	8,413	\$309.63
2026	\$2,660,000	8,597	\$309.41
2027	\$2,715,000	8,781	\$309.19
2028	\$2,795,000	8,965	\$311.77
2029	\$2,905,000	9,149	\$317.52
2030	\$3,020,000	9,333	\$323.58
2031	\$3,145,000	9,517	\$330.46
2032	\$3,205,000	9,701	\$330.38
2033	\$3,270,000	9,885	\$330.81
2034	\$3,340,000	10,069	\$331.72
2035	\$3,410,000	10,253	\$332.59
2036	\$3,485,000	10,437	\$333.92
<b>Total</b>	<b>\$36,555,000</b>		<b>\$3,870.98</b>

Discount Rate	5.00%
<b>Net Present Value</b>	<b>\$2,845.11</b>

**Impact Fee Study**

Jefferson County, West Virginia

**PROPOSED SCHOOL IMPACT FEES**

Infrastructure components and cost factors for School impact fees are summarized in Figure S12. For School impact fees, the net cost is \$50,992.70 per high school student. School impact fees are assessed according to the number of students per housing unit.

The single-family fee of \$6,772 is the sum of the high school components – Jefferson County will not assess fees related to elementary and middle schools. The high school component of \$6,772 is calculated using a cost of \$50,992.70 per high school student multiplied by a demand unit of 0.133 high school students per housing unit.

**Figure S6: Proposed School Impact Fees**

Fee Component	Elementary	Middle	High
School Facilities (Local Share)	<del>\$40,419.91</del>	<del>\$55,860.84</del>	\$53,806.49
Impact Fee Study	<del>\$31.32</del>	<del>\$31.32</del>	\$31.32
Series 2021 Credit	<del>(\$2,845.11)</del>	<del>(\$2,845.11)</del>	<del>(\$2,845.11)</del>
<b>Total</b>			<b>\$50,992.70</b>

Development Type	Students per Housing Unit			Proposed Fees	Current Fees	Increase / Decrease
	Elementary	Middle	High			
Single Family	<del>0.165</del>	<del>0.091</del>	0.133	<b>\$6,772</b>	\$1	\$6,771
Multi-Family	<del>0.119</del>	<del>0.064</del>	0.023	<b>\$1,198</b>	\$1	\$1,197

**PROJECTED SCHOOL IMPACT FEE REVENUE**

Projected fee revenue shown in Figure S13 is based on the development projections, shown in Appendix A, and the maximum allowable School impact fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and impact fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with impact fee revenue. Projected impact fee revenue equals \$30.3 million and projected expenditures equal \$75,480,000. The School Building Authority contribution is projected to be approximately \$11.5 million. It is important to note that additional revenue will be realized between years 11-20.

**Figure S13: Projected School Impact Fee Revenue**

Fee Component	Total
School Facilities	\$75,480,000
<b>Total</b>	<b>\$75,480,000</b>

		Single Family \$6,772 per unit	Multi-Family \$1,198 per unit	Industrial \$0 per 1,000 sq ft	Comm/Shop \$0 per 1,000 sq ft	Office/Inst \$0 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF
Base	2024	21,162	3,552	0	0	0
Year 1	2025	21,597	3,624	0	0	0
Year 2	2026	22,032	3,696	0	0	0
Year 3	2027	22,466	3,767	0	0	0
Year 4	2028	22,901	3,839	0	0	0
Year 5	2029	23,336	3,911	0	0	0
Year 6	2030	23,771	3,983	0	0	0
Year 7	2031	24,206	4,055	0	0	0
Year 8	2032	24,640	4,126	0	0	0
Year 9	2033	25,075	4,198	0	0	0
Year 10	2034	25,510	4,270	0	0	0
10-Year Increase		4,348	718	0	0	0
<b>Projected Revenue</b>		<b>\$29,444,920</b>	<b>\$860,124</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

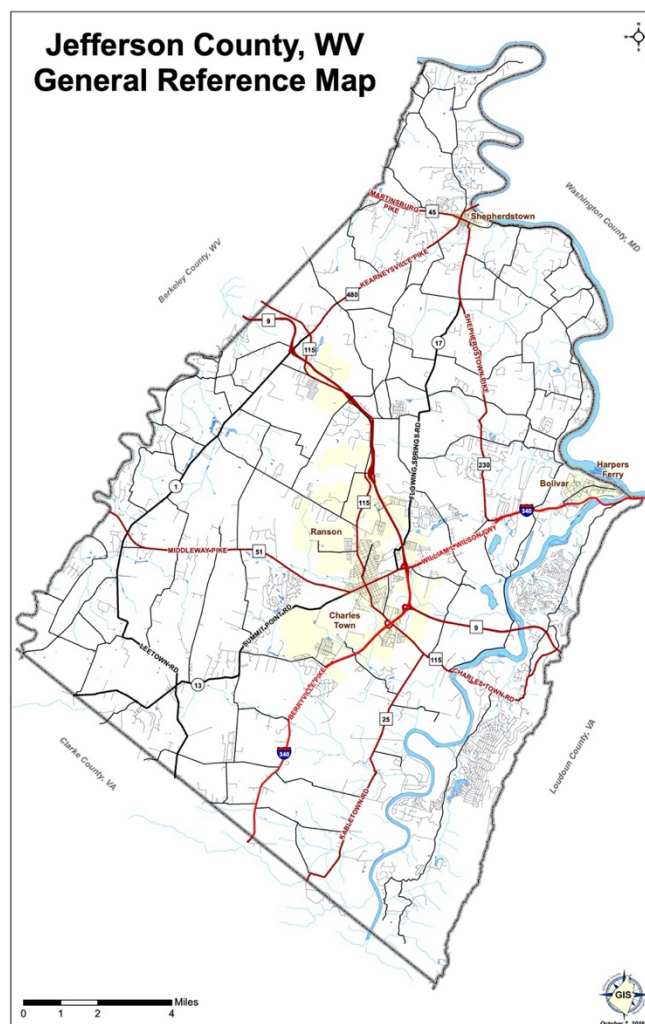
Projected Fee Revenue	\$30,305,044
Total Expenditures	\$75,480,000
School Building Authority	\$11,493,301

## APPENDIX A: LAND USE ASSUMPTIONS

Jefferson County, West Virginia, retained TischlerBise to analyze the impacts of development on its capital facilities and to calculate impact fees based on that analysis. TischlerBise prepared current demographic estimates and future development projections for both residential and nonresidential development that will be used in the calculation of the impact fees. Current demographic data estimates for January 1, 2024 are used in calculating levels of service (LOS) provided to existing development in Jefferson County. TischlerBise utilized a variety of data sources to estimate current and project future population, housing units, employment by type, and nonresidential floor area. These sources include the US Census Bureau, Esri, Inc., Institute of Transportation Engineers (ITE), and the Metro Washington Council of Governments.

The estimates and projections of residential and nonresidential development in this *Land Use Assumptions* document are for areas within the boundaries of Jefferson County, West Virginia. The map below illustrates the areas within the Countywide Service Area for EMS, Municipal Facilities, Parks and Recreation, and School impact fees. Appendix C includes a map of the Law Enforcement Service Area.

Figure A1: Impact Fee Service Area



## RESIDENTIAL DEMAND FACTORS

### Housing Unit Size

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Impact fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the impact fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that Jefferson County impose impact fees for residential development according to the number of persons per housing unit (PPHU).

Occupancy calculations require data on population and the types of units by structure. The 2020 census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For impact fees in Jefferson County, detached stick-built units and attached are included in the “Single-Family” category. The second residential category includes duplexes and all other structures with two or more units on an individual parcel of land. This is referred to as the “Multi-Family” category. The “Multi-Family” category also includes mobile homes, boats, RV, vans, and all other units.

Figure A2 below shows the occupancy estimates for Jefferson County. Single-family units average 2.48 persons per housing unit and multi-family units average 1.75 persons per housing unit.

**Figure A2: Persons per Housing Unit**

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing	Housing Mix	Vacancy Rate
Single-Family Units <sup>1</sup>	50,489	18,348	2.75	20,383	2.48	85.2%	10.00%
Multi-Family Units <sup>2</sup>	6,182	3,124	1.98	3,535	1.75	14.8%	11.60%
<b>Total</b>	<b>56,671</b>	<b>21,472</b>	<b>2.64</b>	<b>23,918</b>	<b>2.37</b>	<b>100.0%</b>	<b>10.20%</b>

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates, Tables B25024, B25032, B25033.

1. Includes detached and attached (i.e. townhouses) units.

2. Includes dwellings in structures with two or more units, mobile homes, and all other units.

### Residential Construction Trends

The Jefferson County Office of Impact Fees provided data on recent housing unit permitting trends. As shown below in Figure A3, the County issued building permits for 2,533 units from 2019 to 2023. This is an annual average of 507 housing units. Figure A3 also shows that the distribution of units between the municipalities and the unincorporated County is almost equal, with the municipalities receiving 1,241 units and the unincorporated County receiving 1,292 units. These annual averages are much higher than the housing unit growth assumed in the Metro Washington Council of Governments, Round 10.0 Cooperative Forecasts. Therefore, the recent annual average housing permits are used to project future housing unit growth, to which the persons per housing unit factors shown above in Figure A2 are applied

## Impact Fee Study

Jefferson County, West Virginia

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to estimate annual population. The actual number of residential permits shown in Figure A3 for 2022 and 2023 are also added to the housing units in Figure A2 to estimate the current number of housing units in Jefferson County as of January 1, 2024.

**Figure A3: 5-Year Housing Unit Trends in the County**

Countywide				Municipalities				Unincorporated County			
Year	SF	MF	Total	Year	SF	MF	Total	Year	SF	MF	Total
2019	214	11	225	2019	66	11	77	2019	148	0	148
2020	288	313	601	2020	115	313	428	2020	173	0	173
2021	443	1	444	2021	52	1	53	2021	391	0	391
2022	450	17	467	2022	199	14	213	2022	251	3	254
2023	779	17	796	2023	459	11	470	2023	320	6	326
<b>Total</b>	<b>2,174</b>	<b>359</b>	<b>2,533</b>	<b>Total</b>	<b>891</b>	<b>350</b>	<b>1,241</b>	<b>Total</b>	<b>1,283</b>	<b>9</b>	<b>1,292</b>
<b>Average</b>	<b>435</b>	<b>72</b>	<b>507</b>	<b>Average</b>	<b>178</b>	<b>70</b>	<b>248</b>	<b>Average</b>	<b>257</b>	<b>2</b>	<b>258</b>

Source: Jefferson County building permit data

Source: Jefferson County building permit data

Source: Jefferson County building permit data

## NONRESIDENTIAL DEMAND FACTORS

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TischlerBise uses the term jobs to refer to employment by place of work. In Figure A4, gray shading indicates the nonresidential development prototypes used by TischlerBise to derive employment densities and average weekday vehicle trip ends. For nonresidential development, TischlerBise uses data published in [Trip Generation](#), Institute of Transportation Engineers, 11<sup>th</sup> Edition (2021).

The prototype for industrial development is Light Industrial (110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area and has 637 square feet of floor area per employee. For office and institutional development, the proxy is General Office (ITE 710); it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area and has 307 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area and has 471 square feet of floor area per employee.

**Figure A4: Nonresidential Demand Units**

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit <sup>1</sup>	Wkdy Trip Ends Per Employee <sup>1</sup>	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	n/a
254	Assisted Living	1,000 Sq Ft	4.19	4.24	0.99	n/a
310	Hotel	room	7.99	14.34	0.56	n/a
320	Motel	room	3.35	25.17	0.13	n/a
520	Elementary School	student	2.27	22.50	0.10	n/a
525	High School	student	1.94	21.95	0.09	n/a
540	Community College	student	1.15	14.61	0.08	n/a
550	University/College	student	1.56	8.89	0.18	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	n/a
620	Nursing Home	1,000 Sq Ft	6.75	3.31	2.04	490
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
750	Office Park	1,000 Sq Ft	11.07	3.54	3.13	320
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

### SUMMARY OF COUNTYWIDE GROWTH INDICATORS

Key land use assumptions for the Jefferson County Impact Fee Study are population, housing units, and employment. TischlerBise utilized the Metro Washington Council of Governments, Round 10.0 Cooperative Forecasts to estimate base year population. Base year housing units are estimated by adding permits in calendar years 2022 and 2023 to the 2018-2022 American Community Survey 5-Year Estimates. As stated previously, TischlerBise utilized building permit trend data provided by the Jefferson County Office of Impact Fees to project future residential development. These housing unit increases were then converted to population using the average persons per housing unit factors from the 2018-2022 American Community Survey 5-Year Estimates. For nonresidential development, the base year employment estimate, as well as future employment, is also calculated based on data used in the Metro Washington Council of Governments, Round 10.0 Cooperative Forecasts. TischlerBise converts employment estimates and projections to nonresidential floor area based on average square feet per job multipliers published by the Institute of Transportation Engineers (ITE). The projections contained in this document provide the foundation for the Impact Fee Study. These metrics are the service units and demand indicators used in the Impact Fee Study.

Development projections, summarized below, will be used to estimate impact fee revenue and to indicate the anticipated need for growth-related infrastructure. However, impact fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, Jefferson County will receive an increase in fee revenue, but will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, countywide development projections indicate an increase of 5,066 housing units and approximately 1.77 million square feet of nonresidential floor area.

**Figure A5: Summary of Growth Indicators - Countywide**

Jefferson County, WV	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
<b>Population</b>	<b>61,728</b>	<b>62,932</b>	<b>64,136</b>	<b>65,340</b>	<b>66,544</b>	<b>67,748</b>	<b>68,952</b>	<b>70,156</b>	<b>71,360</b>	<b>72,564</b>	<b>73,768</b>	<b>12,040</b>
<b>Housing Units</b>												
Single Family	21,162	21,597	22,032	22,466	22,901	23,336	23,771	24,206	24,640	25,075	25,510	4,348
Multi-Family	3,552	3,624	3,696	3,767	3,839	3,911	3,983	4,055	4,126	4,198	4,270	718
<b>Total Housing Units</b>	<b>24,714</b>	<b>25,221</b>	<b>25,727</b>	<b>26,234</b>	<b>26,740</b>	<b>27,247</b>	<b>27,754</b>	<b>28,260</b>	<b>28,767</b>	<b>29,273</b>	<b>29,780</b>	<b>5,066</b>
<b>Employment</b>												
Industrial	4,208	4,288	4,356	4,423	4,491	4,558	4,626	4,691	4,757	4,822	4,887	679
Commercial	7,425	7,566	7,685	7,804	7,923	8,042	8,161	8,277	8,392	8,507	8,623	1,198
Office & Institutional	15,669	15,967	16,218	16,469	16,721	16,972	17,223	17,467	17,710	17,954	18,197	2,528
<b>Total Employment</b>	<b>27,302</b>	<b>27,821</b>	<b>28,259</b>	<b>28,697</b>	<b>29,134</b>	<b>29,572</b>	<b>30,010</b>	<b>30,434</b>	<b>30,859</b>	<b>31,283</b>	<b>31,708</b>	<b>4,405</b>
<b>Nonres. Floor Area</b>												
Industrial	2,678,869	2,729,773	2,772,730	2,815,687	2,858,643	2,901,600	2,944,556	2,986,198	3,027,840	3,069,482	3,111,123	432,254
Commercial	3,494,705	3,561,112	3,617,150	3,673,189	3,729,228	3,785,267	3,841,305	3,895,629	3,949,953	4,004,276	4,058,600	563,895
Office & Institutional	4,813,460	4,904,926	4,982,111	5,059,297	5,136,482	5,213,667	5,290,853	5,365,676	5,440,499	5,515,322	5,590,145	776,685
<b>Total Nonres. Floor Area</b>	<b>10,987,034</b>	<b>11,195,811</b>	<b>11,371,992</b>	<b>11,548,172</b>	<b>11,724,353</b>	<b>11,900,534</b>	<b>12,076,715</b>	<b>12,247,503</b>	<b>12,418,291</b>	<b>12,589,080</b>	<b>12,759,868</b>	<b>1,772,834</b>

The projections for unincorporated Jefferson County are summarized below. During the next 10 years, unincorporated County development projections are for an increase of 2,584 housing units and approximately 991,600 square feet of nonresidential floor area.

**Figure A6: Summary of Growth Indicators – Unincorporated County**

Unincorporated Jefferson County, WV	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
<b>Population</b>	<b>45,864</b>	<b>46,503</b>	<b>47,143</b>	<b>47,782</b>	<b>48,422</b>	<b>49,061</b>	<b>49,701</b>	<b>50,341</b>	<b>50,980</b>	<b>51,620</b>	<b>52,259</b>	<b>6,395</b>
<b>Housing Units</b>												
Single Family	15,813	16,070	16,326	16,583	16,839	17,096	17,353	17,609	17,866	18,122	18,379	2,566
Multi-Family	2,314	2,316	2,318	2,319	2,321	2,323	2,325	2,327	2,328	2,330	2,332	18
<b>Total Housing Units</b>	<b>18,127</b>	<b>18,385</b>	<b>18,644</b>	<b>18,902</b>	<b>19,161</b>	<b>19,419</b>	<b>19,677</b>	<b>19,936</b>	<b>20,194</b>	<b>20,453</b>	<b>20,711</b>	<b>2,584</b>
<b>Employment</b>												
Industrial	2,354	2,399	2,436	2,474	2,512	2,550	2,587	2,624	2,661	2,697	2,734	380
Commercial	4,153	4,232	4,298	4,365	4,432	4,498	4,565	4,629	4,694	4,758	4,823	670
Office & Institutional	8,764	8,931	9,071	9,212	9,352	9,493	9,633	9,770	9,906	10,042	10,178	1,414
<b>Total Employment</b>	<b>15,271</b>	<b>15,561</b>	<b>15,806</b>	<b>16,051</b>	<b>16,296</b>	<b>16,541</b>	<b>16,786</b>	<b>17,023</b>	<b>17,260</b>	<b>17,498</b>	<b>17,735</b>	<b>2,464</b>
<b>Nonres. Floor Area (x1,000)</b>												
Industrial	1,498,385	1,526,857	1,550,884	1,574,911	1,598,938	1,622,965	1,646,993	1,670,284	1,693,576	1,716,868	1,740,159	241,775
Commercial	1,954,710	1,991,853	2,023,198	2,054,542	2,085,887	2,117,231	2,148,575	2,178,961	2,209,346	2,239,731	2,270,116	315,406
Office & Institutional	2,692,335	2,743,495	2,786,668	2,829,840	2,873,013	2,916,185	2,959,358	3,001,209	3,043,060	3,084,911	3,126,762	434,427
<b>Total Nonres. Floor Area</b>	<b>6,145,429</b>	<b>6,262,205</b>	<b>6,360,750</b>	<b>6,459,294</b>	<b>6,557,838</b>	<b>6,656,382</b>	<b>6,754,926</b>	<b>6,850,453</b>	<b>6,945,981</b>	<b>7,041,509</b>	<b>7,137,037</b>	<b>991,608</b>

**AVERAGE WEEKDAY VEHICLE TRIPS**

Jefferson County will use average weekday vehicle trips (AWVT) as the nonresidential demand units for Fire/Emergency Medical Services and Law Enforcement fees.

**Nonresidential Trip Generation Rates**

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11<sup>th</sup> Edition (2021). The prototype for industrial development is Light Industrial (110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of

floor area. For office and institutional development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

**Figure A7: Average Weekday Vehicle Trip Ends by Land Use**

Development Type	Dev. Unit	ITE Code	Weekday VTE	Trip Adj
Industrial	KSF	110	4.87	50%
Commercial	KSF	820	37.01	33%
Office & Institutional	KSF	710	10.84	50%

**Trip Rate Adjustments**

Average Weekday Vehicle Trips (AWVT) are used as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation, 11<sup>th</sup> Edition*, published by the Institute of Transportation Engineers (ITE) in 2021. A vehicle trip end represents a vehicle entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate the impact fees, trip generation rates are adjusted to avoid double counting each trip at both the origin and destination points. The basic trip adjustment factor is 50 percent. As discussed further below, the impact fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

**Adjustment for Pass-By Trips**

For commercial development, the trip adjustment factor is less than 50 percent because this type of development attracts vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

**NONRESIDENTIAL VEHICLE TRIP PROJECTIONS**

**Countywide**

Provided below are Countywide summaries of nonresidential vehicle trip projections used in the Impact Fee Study.

**Figure A8: Countywide Nonresidential Vehicle Trip Projections Summary**

Development Type	Dev. Unit	ITE Code	Weekday VTE	Trip Adj
Industrial	KSF	110	4.87	50%
Commercial	KSF	820	37.01	33%
Office & Institutional	KSF	710	10.84	50%

Jefferson County, WV	Base 2024	1 2025	2 2026	3 2027	4 2028	5 2029	10 2034	10-Year Increase
Industrial KSF	2,679	2,730	2,773	2,816	2,859	2,902	2,945	266
Commercial KSF	3,495	3,561	3,617	3,673	3,729	3,785	3,841	347
Office & Institutional KSF	4,813	4,905	4,982	5,059	5,136	5,214	5,291	477
Industrial Trips	6,523	6,647	6,752	6,856	6,961	7,065	7,170	647
Commercial Trips	42,682	43,493	44,177	44,862	45,546	46,231	46,915	4,233
Office & Institutional Trips	26,089	26,585	27,003	27,421	27,840	28,258	28,676	2,587
Nonresidential Trips	75,294	76,725	77,932	79,139	80,347	81,554	82,761	7,468

**Unincorporated Jefferson County**

Provided below are unincorporated County summary of nonresidential vehicle trip projections used in the Impact Fee Study.

**Figure A9: Unincorporated Nonresidential Vehicle Trip Projections Summary**

Development Type	Dev. Unit	ITE Code	Weekday VTE	Trip Adj
Industrial	KSF	110	4.87	50%
Commercial	KSF	820	37.01	33%
Office & Institutional	KSF	710	10.84	50%

Unincorporated Jefferson County, WV	Base 2024	1 2025	2 2026	3 2027	4 2028	5 2029	10 2034	10-Year Increase
Industrial KSF	898	912	925	937	950	963	1,024	126
Commercial KSF	1,171	1,189	1,206	1,223	1,240	1,257	1,336	165
Office & Institutional KSF	1,613	1,638	1,661	1,685	1,708	1,731	1,840	227
Industrial Trips	2,186	2,220	2,251	2,283	2,314	2,346	2,493	308
Commercial Trips	14,303	14,525	14,731	14,937	15,143	15,349	16,315	2,012
Office & Institutional Trips	8,743	8,878	9,004	9,130	9,256	9,382	9,973	1,230
Nonresidential Trips	25,232	25,623	25,986	26,350	26,713	27,077	28,781	3,550

## APPENDIX B: LAND USE DEFINITIONS

### RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Jefferson County will collect impact fees from all new residential units. One-time impact fees are determined by site capacity (i.e. number of residential units).

#### Single-Family Units:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.

#### Multi-Family Units:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with “2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments.”
2. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
3. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

## **NONRESIDENTIAL DEVELOPMENT**

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The proposed general nonresidential development categories (defined below) can be used for all new construction within Jefferson County. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

**Commercial:** Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, hotels, and motels.

**Industrial:** Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

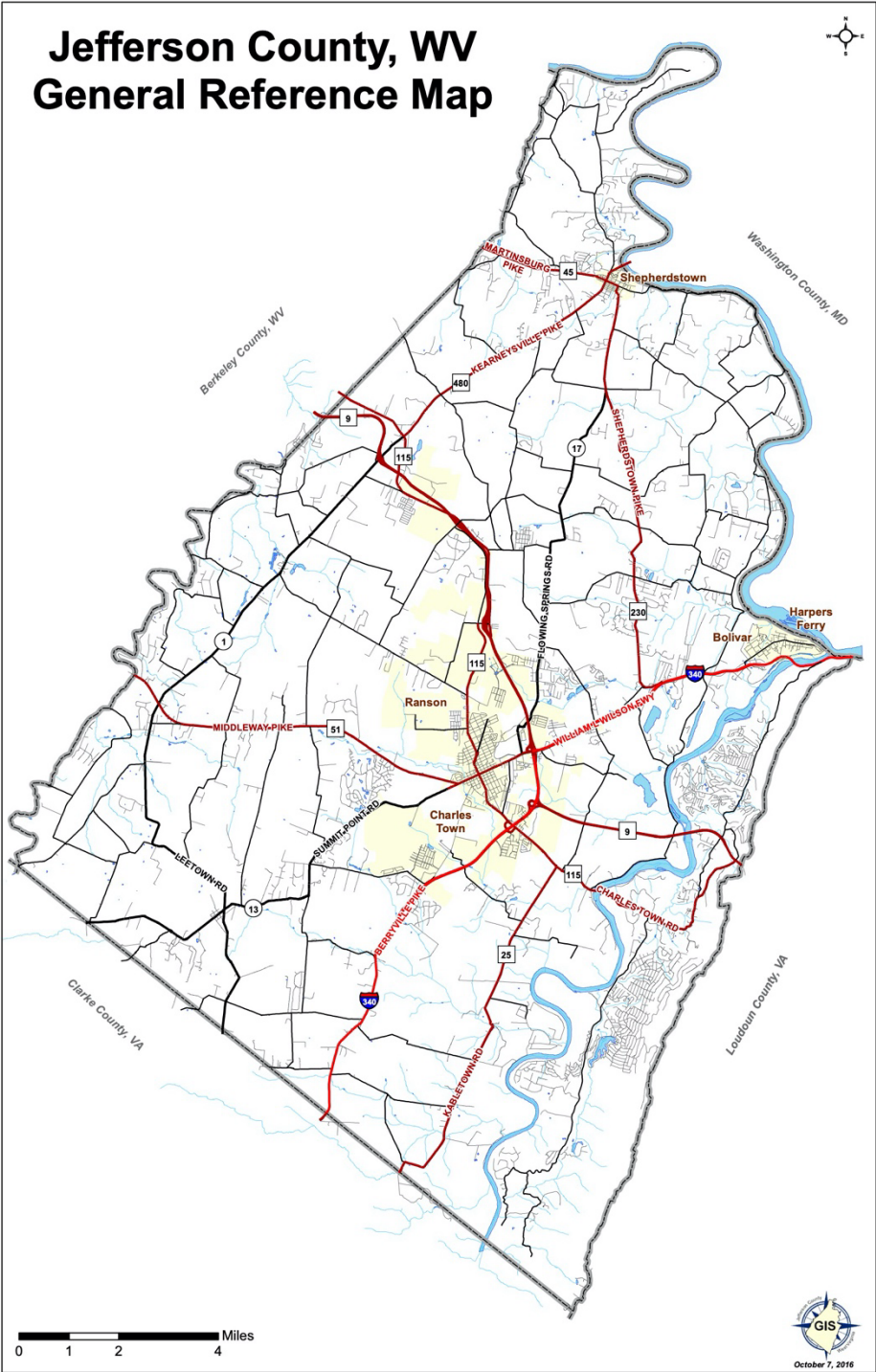
**Institutional:** Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Institutional* includes schools, universities, churches, daycare facilities, hospitals, government buildings, assisted living facilities, and nursing home facilities.

**Office:** Establishments providing management, administrative, professional, or business services. By way of example, *Office* includes banks, business offices, medical offices, and veterinarian clinics.

APPENDIX C: SERVICE AREA MAPS

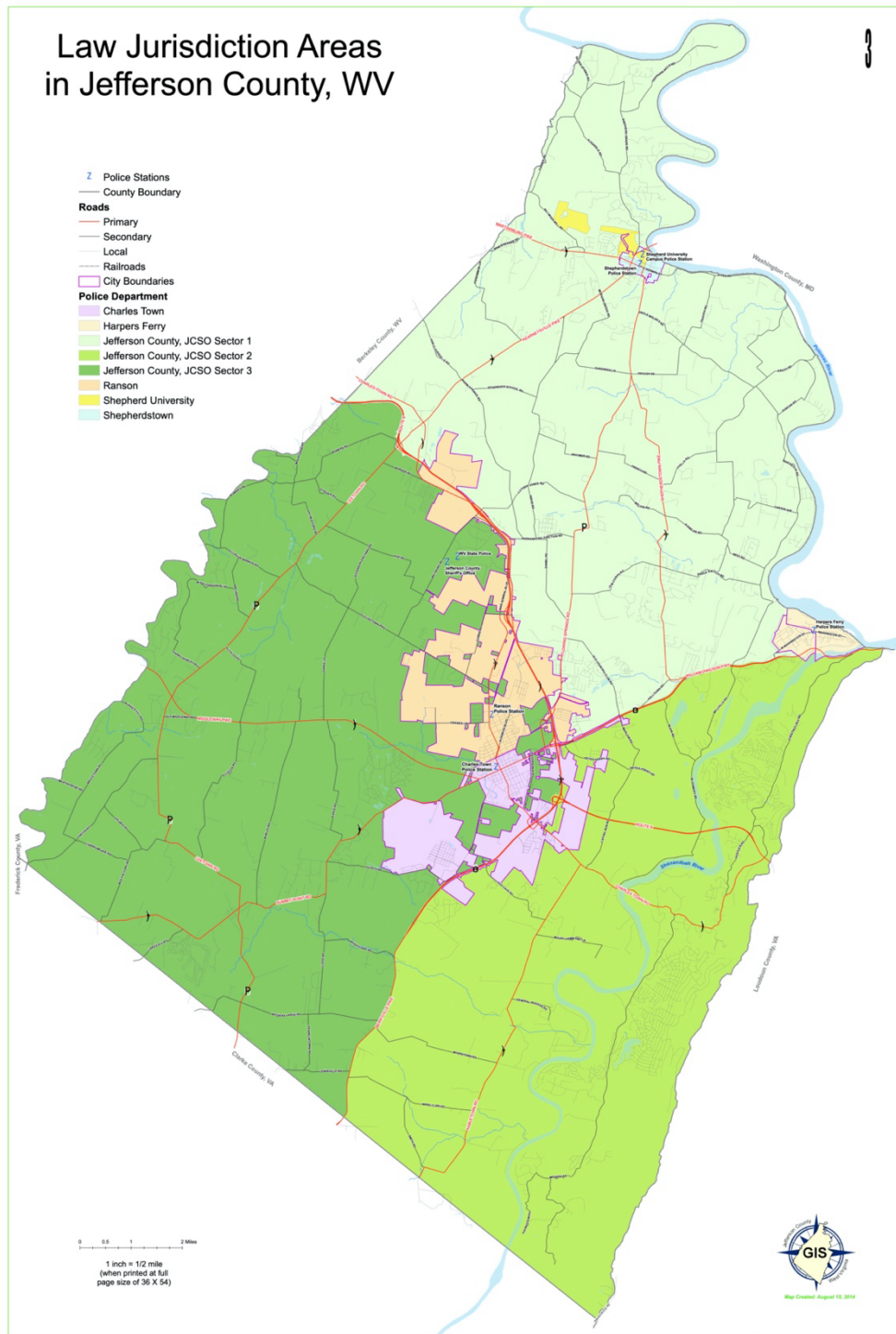
COUNTYWIDE SERVICE AREA

The map below represents the Countywide Service Area for County Administration, EMS, Parks and Recreation, and School impact fees.



**LAW ENFORCEMENT SERVICE AREA**

The map below represents the Law Enforcement Service Area. All development located within the Jefferson County Sheriff Office Jurisdiction will pay Law Enforcement impact fees. Development located in areas served by a local police department will not pay Law Enforcement impact fees.





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



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

Department or Organization: **Office of Impact Fees**

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

Date Requested – 1<sup>st</sup> Choice: **June 5, 2025** (the County Commission directed that this issue be taken up on this date)

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

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

Subject (*Wording to be placed on agenda*): **Adoption of Administrative Facilities Impact Fee Ordinance setting new impact fee rates.**

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

**At the January 13, 2025 meeting of the County Commission, the County Commission adopted new residential and non-residential impact fees. In the past, the fee schedule for each impact fee entity is established in an ordinance. The Administrative Facilities impact fee was amended May 20, 2025; therefore, a new Administrative Facilities impact fee ordinance needs to be adopted setting the amended fee amount. The new ordinance is attached.**

Is this a funding request?    Y/N **No**            If so, how much?            \$ **N/A**

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

**Move to adopt “An Ordinance Providing For The Imposition Of A County Administrative Facilities Impact Fee On All New Residential and Non-Residential Development”, as amended on May 20, 2025, effective June 5, 2025, as presented.**

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

If not attached, explain:

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

ORDINANCE NO. 2021-1

**AN ORDINANCE PROVIDING FOR THE IMPOSITION OF A COUNTY ADMINISTRATIVE FACILITIES IMPACT FEE ON ALL NEW RESIDENTIAL DEVELOPMENT AND NON-RESIDENTIAL DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE OF September 3, 2021 Amended May 20, 2025 With an Effective Date of June 5, 2025**

WHEREAS, pursuant to the Local Powers Act, W.Va. Code ' 7-20-1 *et seq.*, counties in West Virginia have been authorized to adopt impact fees to fund capital improvements, including county administrative facilities and equipment, required to accommodate new development projects, subject to compliance with the provisions of the Local Powers Act; and

WHEREAS Jefferson County, West Virginia (the County), has satisfied all of the requirements set forth in W.Va. Code ' 7-20-6 as an initial prerequisite to the imposition of impact fees; and

WHEREAS the county government of Jefferson County provides essential administrative related services (administrative office facilities : County Commission, County Clerk, County Assessor, Circuit Clerk, Courts, Magistrates, Prosecutor, Probation, Sheriff, Engineering, Planning & Zoning, Maintenance, Health Dept., Development Authority, Extension Service, 911, Emergency Medical Services, etc.) to all residents of the County, including citizens within the municipalities Bolivar, Charles Town, Harpers Ferry, Ranson, and Shepherdstown; and

WHEREAS administrative related services are defined by §7-20-3(b) as a County Service; and

WHEREAS the Jefferson County Commission (the County Commission) retained TischlerBise, Inc. (the Consultants) to analyze and assess growth and development projections

for the County to determine the additional demand anticipated to be placed on the County for administrative related support buildings (administrative office facilities); and

WHEREAS the Consultants additionally reviewed the existing demand for administrative facilities; the existing administrative facilities available to meet that demand; and the method of financing the existing administrative facilities; and

WHEREAS the County has adopted the methodology used by the consultant for the purpose of establishing an impact fee to pay for the cost of administrative facilities demanded by new growth; which may include incremental expansion, and/or plan-based, and/or cost recovery methodologies, and

WHEREAS the County has reviewed the existing level of service standards; and

WHEREAS the County has relied upon the professionally estimated costs for administrative facilities and the actual costs of recent facilities for a determination of the costs of these facilities; and

WHEREAS the administrative facilities impact fee will be imposed only on new residential development and non-residential development in the County; and

WHEREAS the County has reviewed and relied upon the County Comprehensive Plan and the County's six-year Capital Improvements Program; and

WHEREAS at the initial adoption of impact fees by the County, the population and new residential development projections for the County indicate: (1) that the population of the County will increase from approximately 44,184 persons in the year 2004 to approximately 71,820 persons in the year 2022; and by an additional 12,040 persons in the entire county between 2024

and 2034; and (2) that housing units will increase from approximately 19,486 in the year 2004 to approximately 27,837 in the year 2022; and housing units will increase 2,584 between 2024 and 2034; and (3) that non-residential vehicle trips will increase approximately 12,149 trips per day between 2024 and 2034; and

WHEREAS the types of facilities and associated costs that are included in this impact fee cover building construction or purchase, site improvement costs, and land costs for administrative facilities;

WHEREAS the administrative facilities impact fee calculation methodology may include ~~uses both~~ incremental expansion, and/or plan-based, and/or cost recovery methodologies ~~methodology~~ (county administrative facilities) and cost recovery methodology, as described in the Impact Fees Report for Jefferson County, West Virginia (prepared by TischlerBise, formerly Tischler & Associates, Inc., dated July 16, 2021, updated December 5, 2024, and updated May 20, 2025) with costs fairly and rationally distributed to residential development and non-residential development; and

WHEREAS, in calculating the appropriate impact fee to be imposed on new residential development and non-residential development, the County assumed that the existing level of service standards would be maintained in the future and that the cost of the construction or purchase of additional administrative facilities required by new residential and non-residential growth would be paid for in whole or in part by the administrative facilities impact fees; and

WHEREAS the County has prepared an Impact Fees Report (July 16, 2021 and updated June 1, 2025, updated December 5, 2024, and updated May 20, 2025) including the

administrative facilities impact fee assumptions, population projections, residential development projections, capital improvements and impact fee calculations; which Report has been submitted to and reviewed by County staff and officials; and

WHEREAS the Impact Fees Report has been presented to and reviewed by the County Commission, which has determined: (1) that the administrative facilities impact fee is necessary to offset the costs associated with meeting the demand of administrative services, pursuant to the development projections; (2) that the administrative facilities impact fee bears a reasonable relationship to the burden imposed upon the County to provide county government administrative services to new residents and non-residential development, and provides a benefit to such new residents reasonably related to the administrative facilities impact fee, per dwelling unit, by type for residential development; and to non-residential development reasonably related to the administrative facilities impact fee by type and size, for non-residential development; (3) that an essential nexus exists between the projected new residential development and the need for additional administrative facilities to be funded via the administrative facilities impact fee; and that an essential nexus exists between the projected new non-residential development and the need for additional administrative facilities to be funded via the administrative facilities impact fee; and (4) that the amount of the administrative facilities impact fee is roughly proportional to the pro rata share of the additional administrative facilities needed to provide adequate administrative services to new residential development and non-residential development, while maintaining not less than the existing level of service (LOS) standard currently provided to County residents; and

WHEREAS the County Commission has adopted an Impact Fees Procedures Ordinance setting forth the procedures for the imposition and collection of impact fees; and

WHEREAS the County Commission has conducted a public hearing on July 15, 2021 and updated on April 6, 2025 on the proposed administrative facilities impact fee; and

WHEREAS the administrative facilities impact fee adopted pursuant to this Ordinance shall be effective on September 3, 2021 and effectively updated on June 5, 2025.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the County Commission of Jefferson County, West Virginia, that:

### **SECTION 1. RULES OF CONSTRUCTION**

(1) Unless otherwise defined within this ordinance, the words used have the meanings given to them in the Impact Fee Procedures Ordinance for Jefferson County.

### **SECTION 2. ADOPTION OF ADMINISTRATIVE FACILITIES IMPACT FEE.**

(1) The applicable development/service area (the Service Area) for imposition of an Administrative Facilities Impact Fee is the entire County, including all incorporated Municipalities.

(2) All new residential dwelling units and all commercial & industrial development within the Service Area shall be subject to the payment of the Administrative Facilities Impact Fee, payable at the time of issuance of a building permit by the County or a Municipality, as applicable, pursuant to this Section and the Impact Fee Procedures Ordinance, as follows:

Residential Development	Impact Fee per Dwelling Unit
Single Family	\$668
Town home	\$668
Duplex	\$668
Multi-family	\$472

Commercial Development	Nonresidential Fees per 1,000 Square Feet
Light Industrial	\$295
Business Park	\$577
Manufacturing	\$355
Warehousing	\$63
Commercial/Shopping Center	\$398
Office/Institutional	\$610
Hotel (per room)	\$25
Nursing Home (per bed)	\$173

[Adopted September 2, 2021 with an effective date of September 3, 2021 and Amended May 15, 2025 with an effective date of June 1, 2025]

(3) On April 1, 2022, and on April 1<sup>st</sup> of each year thereafter in which the Administrative Facilities Impact Fee is in effect, the amount of the development impact fee, per dwelling unit shall be adjusted pursuant to the Annual Review process as set forth in Section 6 of the Impact Fee Procedures Ordinance.

(4) Nothing herein shall prevent the County Commission from electing to retain the existing Administrative Facilities Impact Fee or from electing to waive the adjustment for any given fiscal year, or years.

**SECTION 3. LIBERAL CONSTRUCTION.**

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes in the interest of further promoting and protecting the public health, safety and welfare.

**SECTION 4. SEPARABILITY.**

(1) If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion of this Ordinance shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this Ordinance nor impair or nullify the remainder of this Ordinance which shall continue in full force and effect.

(2) If the application of any provision of this Ordinance to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of the County Commissioners is that such decision shall be limited only to the specific new development expressly involved in the controversy, action or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair, or nullify this Ordinance as a whole or the application of any provision of this Ordinance to any other new development.

**SECTION 5. EFFECTIVE DATE; ELECTION.**

(1) This Ordinance shall be effective on June 5, 2025.

(2) In the event that, within forty-five days after the effective date of this Ordinance, fifteen percent (15%) of the qualified voters of the County file with the County Commission a petition, duly signed by them in their own handwriting, the fee or levy protested may not become effective until it is ratified by a majority of the legal votes cast thereon by the qualified voters of the County at any primary, general or special election as the County Commission directs. Voting thereon may not take place until after notice of the subcommission of the fee or levy on the ballot

has been given by publication of class II legal advertisement and publication area shall be the County.

The undersigned hereby certifies that this Ordinance was approved and adopted by the Jefferson County Commission on the 2<sup>nd</sup> day of September, 2021; amended on May 20, 2025 with an effective date of June 5, 2025.

**JEFFERSON COUNTY COMMISSION**

**ATTEST:**

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Pasha Majdi  
County Commission President

ORIGINAL

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



Name: Hoxton Center, LLC

Department or Organization: **Hoxton Center, LLC**

Estimation of amount of time needed for appointment: 5 Minutes

Date Requested – 1<sup>st</sup> Choice: **June 5, 2025**

*If a specific date is needed, please provide reason for specific date: **This is the only meeting available in June.***

Subject (*Wording to be placed on agenda*): **Landowner Petition for Map Amendment for Hoxton Center, LLC: Shepherdstown District, Map 8B, Parcel 130 containing a Total of approximately 1.07 +- Acres. Request to schedule a Public Hearing and refer the application to the Planning Commission for advice on the Comprehensive Plan Consistency of the request.**

Please provide the County Commission with a description of your request or presentation, including any background information: **Request for a Map Amendment for Hoxton Center, LLC per Article 12, Section 12.3.A. of the Jefferson County Zoning and Land Development Ordinance from Rural to General Commercial. The parcel is within the Shepherdstown Urban Growth Boundary, which is named the Growth Management Boundary. Supporting and Background Attached.**

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request: \$0.00

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

**Motion: Move to Accept Landowner Petition and Request for Map Amendment for Hoxton Center, LLC, Parcel 130 on Map 8B in the Shepherdstown Tax District and schedule a Public Hearing at the County Commission Meeting on July 17, 2025 and to refer the application to the Planning Commission for advice on the request's consistency with the Comprehensive Plan.**

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

If not attached, explain: Attached

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

Contact information: Paul J Raco

Email address: [Pjraco.consulting@gmail.com](mailto:Pjraco.consulting@gmail.com)

Phone Number: 304/676-8256

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

not applicable



Jefferson County, West Virginia  
 Department of Engineering, Planning and Zoning  
**Office of Planning and Zoning**  
 116 E. Washington Street, 2<sup>nd</sup> Floor  
 Charles Town, West Virginia 25414

File #: \_\_\_\_\_  
 Fees Paid: \$ \_\_\_\_\_

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

Phone: (304) 728-3228

**Zoning Map Amendment (Rezoning)**

**A Zoning Map Amendment shall process in accordance with Article 12 of the Zoning Ordinance.\***

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

**Property Owner Information**

Owner Name: Hoxton Center LLC  
 Business Name: \_\_\_\_\_  
 Mailing Address: P.O. Box E, Shepherdstown, WV 25443  
 Phone Number: 304/283-0017 Email: rob.hoxton@hoxtonpm.com

**Applicant Contact Information**

Applicant Name: Rob and Clay Hoxton Same as owner:   
 Business Name: Hoxton Center LLC  
 Mailing Address: P.O. Box E, Shepherdstown, WV 25443  
 Phone Number: 304/283-0017 Email: rob.hoxton@hoxtonpm.com

**Consultant Information**

Consultant Name: Paul J Raco  
 Business Name: P.J. Raco Consulting, LLC  
 Mailing Address: P.O. Box 548, Charles Town, WV 25414  
 Phone Number: 304/676-8256 Email: pjraco.consulting@gmail.com

**Physical Property Details**

Physical Address: 8516, 8524, 8530 Shepherdstown Pike, Shepherdstown, WV 25443 Vacant Lot:   
 Parcel ID: (Tax District / Map No. / Parcel No.) 09 8B0130 Shepherdstown District, Map 8B, Parcel 130  
 Parcel Size: 1.07+- Acres Deed Book: 1102 Page No: 543

**Current Zoning District (please check one)**

- |   |   |
|---|---|
| <input type="checkbox"/> Residential Growth (RG)                          | <input type="checkbox"/> General Commercial (GC)                |
| <input type="checkbox"/> Industrial Commercial (I-C)                      | <input type="checkbox"/> Highway Commercial (HC)                |
| <input checked="" type="checkbox"/> Rural (R)*                            | <input type="checkbox"/> Light Industrial (LI)                  |
| <input type="checkbox"/> Residential-Light Industrial-Commercial (R-LI-C) | <input type="checkbox"/> Major Industrial (MI)                  |
| <input type="checkbox"/> Village (V)                                      | <input type="checkbox"/> Planned Neighborhood Development (PND) |
| <input type="checkbox"/> Neighborhood Commercial (NC)                     | <input type="checkbox"/> Office/Commercial Mixed-Use (OC)       |

**Proposed Zoning District:** General Commercial

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

**Substantiation for the Request**

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

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

The property has been used commercially since the mid-20th century around late 1940s through present day. The property is shown as Commercial or Office on the Future Land Use Guide in the Envision Jefferson 2045 Comprehensive Plan. See Attached.

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

See Attached

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

See Attached

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

**The information given is correct to the best of my knowledge. Property Owner Signature Required.**

Clay D H      05-28-2015      A. D. H      5/28/2025  
Property Owner Signature      Date      Property Owner Signature      Date

REQUEST FOR MAP AMENDMENT/REZONING  
Hoxton Center LLC  
District 9, Map 8B, Parcel 130  
May 27, 2025

**Property Owner and Applicant:**

Hoxton Center LLC  
P.O. Box E  
Shepherdstown, WV 25443

**Request:**

Amend the Zoning Map for the approximate 1.07 Acre Parcel based on its Consistency with the Envision Jefferson 2045 Comprehensive Plan, the Future Land Use Guide, and the long time previous and existing Commercial and Office Use of the property. Currently, the property is Zoned Rural, and this Map Amendment is for the General Commercial District

**Section of Ordinance:**

Article 12 of the Jefferson County Zoning and Development Review Ordinance, as amended.

A Map Amendment is defined as: “An amendment to the Zoning Map which is adopted by reference in the Zoning Ordinance that consists of a change that only applies to a specific property, changing from one existing zoning designation to another existing zoning designation. A map amendment does not permit changes, conditions or alterations to uses permitted within an existing zoning designation as all zoning designations must be uniformly applied to all property which are subject to said designation.”

**Substantiation for the Request:**

1. The request is consistent and compatible with the 2025 Jefferson County Comprehensive Plan (Envision Jefferson 2045), as well as the previous 2015 Comprehensive Plan. These Plans were adopted by the County Commission after multiple meetings and hearings and specifically identify this property on the Future Land Use Guide as Commercial and Office property. The Comprehensive Plan’s applicable recommendations are explained in this narrative.
2. The subject property is within the County Commission approved Shepherdstown Urban Growth Boundary named the Shepherdstown Growth Management Boundary.

3. Existing Shepherdstown Public Water and Sewer services are currently available in this neighborhood to this parcel.
4. Since the Zoning Ordinance was adopted in 1988, there have been several significant changes in the neighborhood. In this specific neighborhood Morgan Academy rehabilitated the property across the street and opened a Pre-School and K – 8 Private School. Also, the relocation of the Shepherdstown Public School buildings is currently under construction on Route 230 approximately 2 miles south of this location. Additionally, the Covenant Baptist Church constructed and all-encompassing facility approximately one mile south of the Hoxton Center. There has also been residential subdivision constructed around Shepherdstown including a Cluster Development known as Shepherdstown Village.

In the expanded neighborhood, the Clarion along with a Federal Training Facility and Conference Center including a fitness center and restaurants/lounges and Government Offices was constructed, This facility has now transitioned into apartments with a restaurant, sports training facility and Government Offices. Other changes in the neighborhood include the development of the Maddex Commercial Area (Food Lion, etc.); the enhancement to the entrance to the western campus of Shepherd University; the rezoning of the Lowe property located on the Route 45 end of the connector road; the Rezoning of the Rankin Property on Route 480 and the Connector Road; Rezoning of the Sheetz Property on Route 45; and the construction of the Sheetz Store, the WVU Medical Office Building, and the ROCS Store on Route 45. These and other changes are described in this narrative.

5. Since the Zoning Ordinance was adopted in 1988, there has also been some change in Transportation Characteristics in the area. The most notable change was the construction of the Connector Road which functions as a western bypass around Shepherdstown. Another major change in transportation characteristics was the construction of the four lane Route 9 at the end of the Bypass to Martinsburg. This opened up that route for traffic to utilize the Route 9 and Route 480 corridor between Shepherdstown and Charles Town. There have also been road improvements to Route 45 including the West Campus Entrance to the Shepherd University Campus.
6. The current Zoning Classification, Rural, does not fit with the long existing use of the property which was commercial, including restaurant, retail, and office space. Also, the Zoning Ordinance calls for the General Commercial District to be utilized for this property since it is shown as Office or Commercial on the Future Land Use Guide.

**Tax Parcel Information:**

Shepherdstown Tax District, Map 8B, Parcel 130

**Deed Book Reference:**

Deed Book 1102 at Page 543

**Sketch Plat:**

Attached.

**Tract Size:**

Approximately 1.07 Acres.

**Ordinance Required Discussion on:**

The compatibility of the proposed change with the Jefferson County Comprehensive Plan; and,  
The change of transportation characteristics and neighborhood from when the original zoning ordinance was adopted in 1988.

**A. Comprehensive Plan Compatibility**

Among the many recommendations in the 2025, Envision Jefferson 2045 Jefferson County Comprehensive Plan, the following sections address items pertinent to this map amendment. In the opening narrative on **Page 10**, the Future Land Use Guide is established as the primary tool for Map Amendments/Rezoning:

**Future Land Use Guide**

**As part of the Envision Jefferson 2035 Comprehensive Plan, a Future Land Use Guide was adopted for the first time in Jefferson County. The Future Land Use Guide was made to assist in guiding the Planning Commission and County Commission in making decisions on changes to the Zoning Map.**

One of the primary justifications for a Map Amendment is the classification of the property on the Future Land Use Guide included with the Comprehensive Plan. This Land Use Guide is explained very clearly on **Page 11** of the Plan where it describes the purpose of the Future Land Use Guide:

The Future Land Use Guide expresses the desired arrangement of future land use patterns.

The Future Land Use Guide in the current Comprehensive Plan identifies the Hoxton parcel as Office or Commercial. It is one of only five small areas in the metropolitan Shepherdstown area that is shown as Office or Commercial. Of these five areas, there are only approximately three parcels that are vacant within these areas. While most governmental jurisdictions seek the development of new office and commercial projects, there is a limited amount of area shown for future development of office or commercial. The subject Hoxton Parcel is one of these areas and is already developed as a commercial/office development. It in fact has been commercial, service, or office use, continually since the late 1940s.

The property is shown on the both the Existing Land Use Maps and Future Land Use Guides as Commercial or Office. It has been a Restaurant/Diner/Bar, Retail Establishment, and Office and Commercial since the structure was originally built and again renovated and rebuilt in the late 1980s. This property should already be zoned for Commercial and Office Development.

The General Commercial Zoning Classification is a newer Zoning classification that was created and adopted around the time the 2015 Envision Jefferson 2035 was being drafted. Since neither a newly adopted Comprehensive Plan nor a newly created zoning district can actually rezone parcels of land, these recommendations and standards are required to be utilized to implement the newly adopted recommendations and classifications for map amendments. The above referenced section of the Plan explains how the Future Land Use Guide is the primary tool that dictates a rezoning, but the Zoning Ordinance also dictates where the different Zoning Classifications should be located. For General Commercial, this is found on Page 83 of the Zoning Ordinance:

**Section 5.12 General Commercial (GC) District**

**b. Location. This zoning category is intended for use on properties:**

**1. In the Growth Area as shown in the most recently adopted Comprehensive Plan, if the plan does not include a future land use map; or**

**2. In locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.**

Again, as seen on the attached Future Land Use Guide, this property is one of the few properties indicated as Office or Commercial on that map.

On Pages 12 and 13, the Envision Jefferson 2045 Comprehensive Plan explains Urban Growth Boundaries as:

**Urban Growth Boundary (UGB) According to §8-6-4a of the West Virginia Code, Urban Growth Boundaries (UGBs) are...“an area around and outside the corporate limits of a municipality within which there is a sufficient supply of developable land within the boundary for at least a prospective twenty-year period of municipal growth based on demographic forecasts and the time reasonably required to effectively provide municipal services to the identified area.” At present, only three of the five municipalities in Jefferson County have planning boundaries that meet the definition of §8-6-4a of the West Virginia Code. In 2009, Charles Town and Ranson had their UGBs formally approved by the County Commission. In 2014, Shepherdstown created a boundary called the Growth Management Boundary (GMB) which falls under the state definition of a UGB and was formally approved by the County Commission.**

So, according to the Plan, the Shepherdstown’s Growth Management Boundary (GMB) is by definition an Urban Growth Boundary (UGB). The Plan goes on to explain that for the purposes of planning in the County, the GMB is to be treated differently than the Charles Town and Ranson UGBs from the standpoint of Urban Level Growth. However, as explained in the Plan, this area was established to provide for a prospective twenty year period of development and growth and can reasonably and effectively provide services to the area. This boundary was created in 2014, so it is in the eleventh year of that twenty year period. In this case, services are already available to the area and the parcel is already identified as suitable for Commercial or Office on the Future Land Use Guide. Furthermore, the site has been the location of commercial and/or office facilities for approximately 75 years from when it was initially constructed to when it was reconstructed/renovated to the existing facility around 1990.

Page 28 of the Comprehensive Plan encourages the use and reuse of existing commercial structures in Jefferson County:

#### Objective 2.1

Encourage and support the adaptive reuse of existing buildings, previously used sites, dilapidated structures, and vacant buildings within Jefferson County, paying particular attention to brownfield and greyfield sites.

1. Collaborate with stakeholders to recruit new and existing businesses and industries to use existing buildings and previously used parcels for new development including business parks and commercial sites.

This is another main reason why a Map Amendment is supported by the Plan and Guide and is in fact necessary to achieve this Goal. The structure is a long established commercial/office building. However, if the use is ever abandoned or if the owners wish to sell, it is vital that the property is still not in the Rural Zoning Classification. If common sense is not enough to explain why new owners and lending institutions need the property to be zoned properly, certainly Lenders, Real Estate Agents, Appraisers, and intended purchasers understand why Commercial Zoning is a necessity. In current market conditions, proper zoning that reflects the actual use is the only way that the above referenced goal can be quickly achieved if the property goes on the market. Otherwise, it becomes another vacant commercial building.

Also, even though the Plan explains that the UGBs and the GMB are treated differently by the Plan, this property is still endorsed to be in an area for development even if not Urban Scale Development as reflected in **Objective 2.4 on page 29**:

#### **Objective 2.4**

**Reevaluate the Preferred Growth Areas to reflect infrastructure expansions and land use changes.**

- 1. Direct new urban level residential developments to locate in preferred areas within the municipalities, UGBs, PGAs, or Villages where water and sewer services are available.**

As already mentioned, Shepherdstown Water and Sewer are already available to this property and the property is already utilized for Commercial/Office uses. Since it also is one of the few properties in the area that is distinguished to be Commercial or Office on the Future Land Use Guide, the proposed Map Amendment is warranted.

Regarding Highway suitability, **Page 57** of the Envision Jefferson 2045 Comprehensive Plan includes the Jefferson County Highway Problems Area Map (attached). This map shows that the subject Hoxton Center Property is on a Major Collector Route with no Highway Problem Areas in the extended neighborhood. Being identified as a Major Collector Road with no nearby highway problem area is also supportive of the Commercial Rezoning. Again, combined with the area being served by Public Water and Sewer, the location of the property on a Major Collector Route is indicative of why the Plan supports the Map Amendment.

Several of the Goals and Objectives under **Goal 12 on Page 80** apply to the proposed Map Amendment. However, the entire **Goal on Page 78** speaks to the importance of businesses in Jefferson County:

## Goal 12

**Foster job development in Jefferson County by promoting diverse businesses; employment opportunities; local business entrepreneurship; and professional service jobs.**

### Objective 12.1

Collaborate with stakeholders to build and expand existing local businesses, support the start-up of new businesses, and attract new businesses to Jefferson County.

1. Organize and host small business development, entrepreneurship, financial assistance, and urban site selection classes in collaboration with stakeholders.
5. Develop partnerships with area financial institutions, including non-profit lenders that specialize in providing business financing to new and emerging businesses that are in the Federal Opportunity Zone census tracts and other eligible businesses.
6. Coordinate with local and state economic development agencies to identify potential funding sources for economic development efforts.
7. Plan with stakeholders' co-work facilities or business incubators that provide space for start-up companies along with a small network of entrepreneurs to collaborate.
8. Identify opportunities for public/ private partnerships investment that would result in the creation or expansion of employment opportunities and infrastructure.

These objectives under **Goal 12** are hard to achieve on properties not zoned for commercial business development. Pure and simple, the already existing businesses in the County and the properties shown on the Future Land Use Guide for business development need to be Zoned for that type of development. Otherwise, businesses have a challenging time expanding and continuing on commercially if the properties go on the market for whatever reason. Furthermore, without the equity that is afforded to properties already zoned for commercial, there is little chance to expand the business or sell the property to continue to be utilized as a business. The rezoning of the Hoxton Property is needed to achieve these goals and objectives in the Plan.

Finally, along with the fact that the subject property is already shown on the Future Land Use Guide as Office or Commercial, **Goal 13** in its entirety supports the Map

Amendment for the Hoxton Center. This Goal and associated objectives are found on Pages 83 through 86 of the Plan:

**Goal 13 Develop an environment that promotes existing and new businesses by expanding necessary infrastructure within the Preferred Growth Areas (PGA), Villages, and municipal Growth Boundaries (UGB&GMB)**

Page 85:

The Jefferson County Development Authority (JCDA) works to encourage and assist the development and growth of businesses and industry in the County. Small businesses, which can range from restaurants and artisan cottage industries to small technology and service firms, are an integral part of the local economy and will need opportunities to grow stronger. Building on these assets will give the County a strong identity in its core business strengths.

The JCDA says it very succinctly in this paragraph. Small businesses need the opportunity to grow stronger. The Hoxton Center cannot grow stronger as a nonconforming use as it is now. The property needs to be rezoned in order to grow and in order to ensure that the future use continues as business property.

Furthermore, the following Objectives under the above cited **Goal 13** all support the Map Amendment:

**Objective 13.3**

Provide incentives and opportunities for businesses to relocate or expand their operations within the County.

1. Work with the County's municipalities to create a unified economic development strategy.
2. Encourage local non-profit organizations and local and regional economic development agencies to create a regular forum where all County artisans, businesses, and members of the non-profit and arts communities can meet to network and collaborate.
3. Encourage the engagement of the public in creating a unified economic development strategy.

**Objective 13.4**

Work with utility providers to ensure public and private infrastructure is in place within UGBs, PGAs, and Villages to enable economic development.

2. Request state and federal agencies to consider the location of new facilities in Jefferson County within the growth areas identified in this Plan.
3. Request the deployment of infrastructure, including water and sewer, in all UGBs and the PGAs.

In this case, the subject parcel is in the defined UGB known as GMB and Public Water and Sewer is already servicing the area. And, redundantly, the property is dedicated for Commercial or Office Zoning on the Envision Jefferson 2045 Comprehensive Plan. Therefore, pursuant to the Comprehensive Plan, the rezoning of this property from Rural to General Commercial is consistent and compatible with the 2025 Jefferson County Comprehensive Plan. The Comprehensive Plan compatibility is combined with the fact that the property has been a Restaurant, Lounge, Retail Establishment, Artist (Pottery) Center, and Offices for nearly three quarters of a Century and should be zoned for commercial development.

The Consistency and Compatibility with the existing Comprehensive Plan and the Future Land Use Guide are the two most important criteria to be used for a Map Amendment. Also important is the fact that the Plan supports the growth of existing businesses and the continued use of property for business for the overall economic good of the County.

**B. Shepherdstown UGB/GMB and Future Land Use Guide**

The subject property is located in the center of the Shepherdstown UGB/GMB. The difference in these designations is described in the above Comprehensive Plan discussion and in the Plan itself. While not slated for Urban Level Development, it is a Boundary for Development. The property, as it existed in 1988 (Adoption of Zoning) is also shown on the Future Land Use Guide as Commercial or Office. The UGB/GMB and Future Land Use Guide are thoroughly discussed in A above.

Based on the location of this property within these areas, the property has already been determined to be a growth area. The property includes a long time successful business that has been owned by the Hoxton Family since 1990. The family just wants to have the property rezoned for the expansion of the business and for the long time assurance that lending institutions and potential investors or potential purchasers require.

**C. Sewer and Water**

This property is within the Shepherdstown Water and Sewer Service area and both water and sewer are available to the property. As the Comprehensive Plan points out in many sections, Growth should be directed into the areas served by central sewer

and water. Accordingly, the Plan supports this Map Amendment based on the availability of utilities in this area.

As addressed below, the Shepherdstown Wastewater Treatment Plant has recently undergone a quantity expansion and quality renovation.

#### **D. Change of Neighborhood**

It is important to point out that the Zoning Ordinance requires a discussion of the changes in an area since the original Zoning Ordinance was adopted in 1988. Some of these changes are recent and others were completed years ago.

The neighborhood has undergone significant changes since the zoning ordinance was adopted. In 1988, the Shepherdstown Wastewater Treatment Plant was nearing capacity and that is probably one of the reasons that more land was not zoned for residential or commercial uses at that time (1988). Another huge change in the neighborhood is that the Route 45 Connector Road (Potomac Farms Drive) was constructed in 2000/2001. This change will be further discussed in the Change of Transportation Characteristics part of the application. Finally, the expanded neighborhood has added a number of residential units in several subdivisions including Shepherdstown Village, Maddex, Kensington, Tollhouse Woods and Colonial Hills. Along with this residential growth, other commercial areas have also developed since 1988, leaving a deficit of available zoned commercial land in and around the growth areas of the County.

The following are changes in the neighborhood that would specifically support the requested change from Rural to the General Commercial District:

##### **1. Availability of Public Utilities and Services:**

Public Water and Sewer is available in this neighborhood. Furthermore, the recent Wastewater Treatment Plan expansion has increased its capacity to sustain additional growth in the Growth Area Boundaries. The availability of the additional capacity has been a change for this neighborhood since 1988. As stated earlier, one of the Comprehensive Plan's primary objectives is to funnel growth into areas already served by existing infrastructure such as sewer and water:

The allowance of growth in this area because of both the sewer and water and location within the aforementioned UGB/GMA and PGA is also supported by the Comprehensive Plan's Goals and Objectives cited earlier.

In this case, the construction of the water and sewer services into the neighborhood and the expansion and improvements to the Wastewater Plant already happened years ago and accordingly, there will be no unreasonable costs to the community, since Shepherdstown already serves the

neighborhood. Plus, there is no extension of the water and sewer services, so the rezoning does not open up other areas for development.

## 2. Growth in the Area:

Several large residential projects have been completely developed in the metropolitan Shepherdstown area that would benefit from the continued commercial use and potential expansion of use that would be permitted with this map amendment. Three of these, Colonial Hills, Tollhouse Woods, and Maddex Subdivision, are residential developments that are approved with a considerable number of residential units. Colonial Hills and Tollhouse are continuing to develop units and expect substantial growth in the next couple of years. Shepherdstown Village has also been constructed in the immediate area with possible expansion plans being discussed. As these subdivisions are built out, they will most certainly need nearby commercial services available to their residents. Due to the limited area of Shepherdstown and the traffic congestion and parking problems within the town, it is imperative that some commercial services be made available to the residents outside of town. Otherwise, the town will only be surrounded by residential development. Furthermore, these new commercial services should not have a negative impact on the businesses within the Central Business District of Shepherdstown, because of the unique collection of eclectic shops and shops that service college students that are already in town.

The primary area that is zoned for commercial uses in the Shepherdstown Growth area has mostly been developed. The original zoning map only allowed for limited areas for commercial development in the Shepherdstown Growth Area. These areas were zoned for the Mixed-Use District. Most of that commercial area was the Maddex Farm area that is now almost entirely developed for commercial uses. Therefore, it is vital to add some commercially zoned properties around Shepherdstown. Otherwise, commercial growth in the Shepherdstown Growth Area will not be able to meet the demands of the residential properties in that growth area. It will also provide for some limited commercial development in the area to serve the residential developments and existing homes in the area. Plus, it is an area allowed for Commercial or Office Zoning Map and is located between the Town of Shepherdstown and the new School Campus. Commercial services will be needed in this area as the potential for growth exists this close to town.

## E. Change of Transportation Characteristics:

Please note that this property is already utilized for commercial/office use. As such, there should be little significant difference in traffic from this property if it is rezoned to General Commercial. Additionally, a small-scale commercial and existing office

center would have a more favorable outcome regarding traffic since some of the local residents could utilize the commercial services available if the property is rezoned and the use expanded. The ability to continue the use of the property for business and commercial uses with a formal commercial zoning, will ensure the long time continued use for a business on this property.

The addition of this connector road (functionally a bypass), along with the expanded entrance into the western campus of Shepherd University, has considerably changed the transportation characteristics in Shepherdstown and in the expanded neighborhoods around town. These two improvements have allowed traffic to bypass Shepherdstown to keep pass-through traffic away from the more congested areas of town. The addition of limited service and commercial areas around Shepherdstown should further reduce commercial traffic in the downtown area of Shepherdstown, without negatively affecting the unique collection of shops in town.

One of the most significant changes in Transportation Characteristics in this area, as well as other areas around Shepherdstown, was the finishing of the Four Lane Route 9 between the Bypass (around Charles Town) and Martinsburg. This changed much of the typical traffic between the two incorporated areas from primarily the use of Flowing Springs Road to utilizing the new Route 9 four lane to Kearneysville and then onto Route 480 to Shepherdstown. However, some of that traffic has returned with the development of the Preferred Growth Areas along Flowing Spring Road and will also be somehow affected by the development of the School Campus outside of town.

The Map Amendment to this property will not have an adverse effect on the existing Traffic/Transportation characteristics since the property is already utilized for Commercial/Office use. Due to the Size of the property, there is only a limited amount of expansion opportunity available to the parcel.

**F. Current Permitted Uses on the Subject Property:**

The current use is commercial and office. It exists as a nonconforming use because the property was not shown on the Zoning Map as Commercial when the Original Zoning Map was created in 1988. Since the County was adopting a nontraditional LESA based zoning system, existing uses were not taken into consideration when the map was being created. There were only three zones in this system since all uses were permitted by Conditional Use with the nontraditional zoning. The three zones were Industrial/Commercial, Residential Growth, and Agricultural. In Traditional Zoning Ordinances, there are many more zoning districts and existing uses on every parcel are reviewed to be added to one of these more specific zones. This did not happen in 1988 as explained. When the County transitioned into a Traditional Zoning after the adoption of the 2015 Comprehensive Plan, more zoning districts should have been created and the existing (especially commercial) uses should have been

placed in those districts. Even with the addition of four or five districts in 2014 (which added the General Commercial District), a County wide study was not conducted to consider existing commercial property into the newly created commercial zones. As such, this property remains nonconforming even though it existed as commercial since the structure was built and renovated.

As the survey, excerpts of the appraisal, and aerials reflect, the existing footprint of the building is approximately 3,480 sq. ft. with a finished basement of an additional 2,384 sq. ft. The proposal is merely to rezone the property to reflect the long time use and to be consistent with both the 2015 and 2025 Envision Jefferson Comprehensive Plans. This provides long time assurance that the property can continue as commercial, including offices. It also provides equity and assurances to Lending Institutions, Investors, potential Lessees/Purchasers, and Tenants that the property is not considered a nonconforming use and can expand as needed and permitted. As the attached Survey shows, the subject Tax Parcel 130 on Map 8B in the Shepherdstown Tax District includes five parcels of land, which all make up the approximately 1.07 acres. All 5 continuous parcels are utilized for the existing building/parking/business.

**G. General Policy of the Comprehensive Plan and Zoning Ordinance Requirement:**

As cited in the previous pages, there are specific sections of the Comprehensive Plan that support this map amendment. Consistency with and Compatibility to the Envision Jefferson 2045 Comprehensive Plan and Future Land Use Guide and continued economic benefit to the County are the prevailing reasons that the Commission should grant approval to a Map Amendment or Rezoning. This proposal very much meets those requirements. Beyond the specific provisions, the general policies found throughout both the current Plan and the previous Plan (2015) support this map amendment. This property has been located the primary growth area around Shepherdstown for many years and has been used commercially since prior to Comprehensive Plans in the County, let alone a Zoning Ordinance. However, in addition to the Comprehensive Plans, the Future Land Use Guides, and the longtime existing use, the request for the General Commercial District on this property is clearly spelled out in the previously quoted section of the **Zoning Ordinance on Page 83:**


**Section 5.12 General Commercial (GC) District**

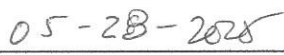
**B. Location. This zoning category is intended for use on properties:**

**2. In locations where the appropriate land use category is designated on the future land use map (and related text) in the most recently adopted Comprehensive Plan.**

**H. Conclusion:**

The Applicant is requesting this map amendment for Tax Parcel 130, on Map 8B, in the Shepherdstown Tax District for the benefit of economic and business development in Jefferson County. Therefore, the Applicant respectfully requests that the County Commission approve this map amendment to the Jefferson County Zoning Map. This Application cites many reasons why the map amendment to General Commercial should be approved. The request and proposed zoning are entirely consistent with the current existing uses, the Future Land Use Guide, and the Comprehensive Plan. The property is within the Shepherdstown UBG/GMA and is currently zoned for Rural but is shown as Commercial/Office on the Future Land Use Guide. Furthermore, the property has been used commercially for decades prior to zoning in Jefferson County. As such, the request is very consistent with the recommendations and policies in the Comprehensive Plan. The Applicant also believes that the 2025 Envision Jefferson 2045 Comprehensive Plan (and the previous 2015 Plan) and the general philosophy of the County Commission regarding business enhancement, business retention, and business redevelopment in Jefferson County all support the requested map amendment. The requested rezoning will change this property's zoning designation from the Rural District to the General Commercial District. Thank you for the Commission's consideration of the request.

  
\_\_\_\_\_  
Owner

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Owner

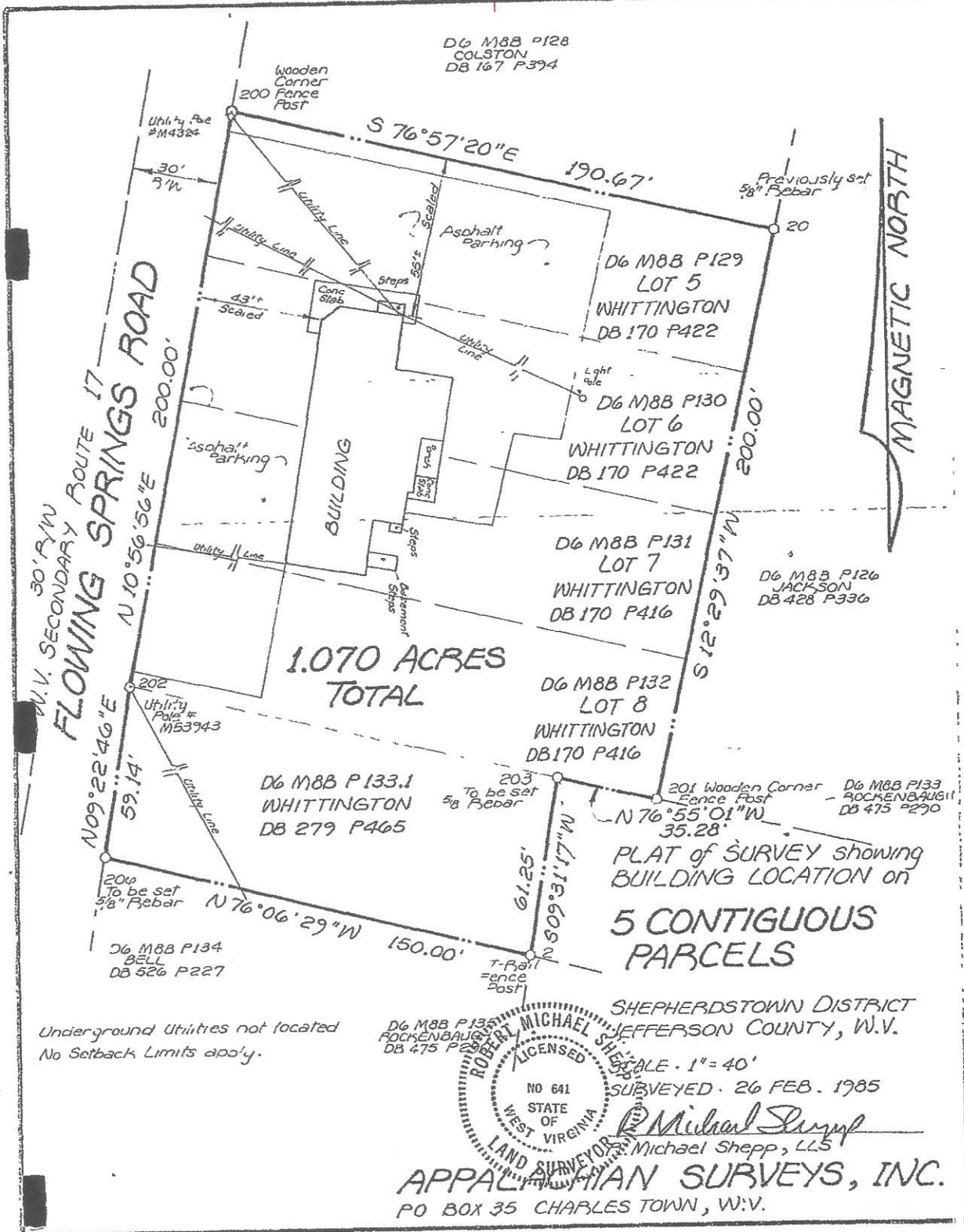
  
\_\_\_\_\_  
Date

REQUEST FOR MAP AMENDMENT/REZONING  
Hoxton Center LLC  
District 9, Map 8B, Parcel 130  
May 27, 2025

Addendum Index

- Page A1: Survey recorded in Deed Book 540 at Page 719. Deed begins at Page 717.
- Page A2: Existing Conditions Aerial over Tax Map.
- Page A3: 2023 Jefferson County Zoning Map, Page 22, Envision Jefferson 2045.
- Page A4: Property on Tax Map with adjacent Zoning indicated.
- Page A5: Existing Conditions Building Pictures.
- Page A6: Existing Building Description.
- Page A7: Future Land Use Guide.
- Page A8: Enlarged Future Land Use Guide around Shepherdstown.
- Page A9: Future Land Use Guide Legend.
- Page A10: Existing Conditions Aerial from County Public Research Portal.
- Page A11: FEMA 100 Year Flood Plain from County Public Research Portal.
- Page A12: Property on Tax Map Aerial with Topography provided by GIS Department.
- Page A13: 2024 Highway Problem Area Map & Road Classification, Page 57 Comp Plan.

SURVEY



Underground Utilities not located  
No Setback Limits apply.



*Existing Conditions Aerial over Tax Map Viewer Map*



April 29, 2025

Maxar, Microsoft, VITA, Esri, HERE, IPC, VITA, Esri, HERE, Garmin, IPC

Me Copyright 2014

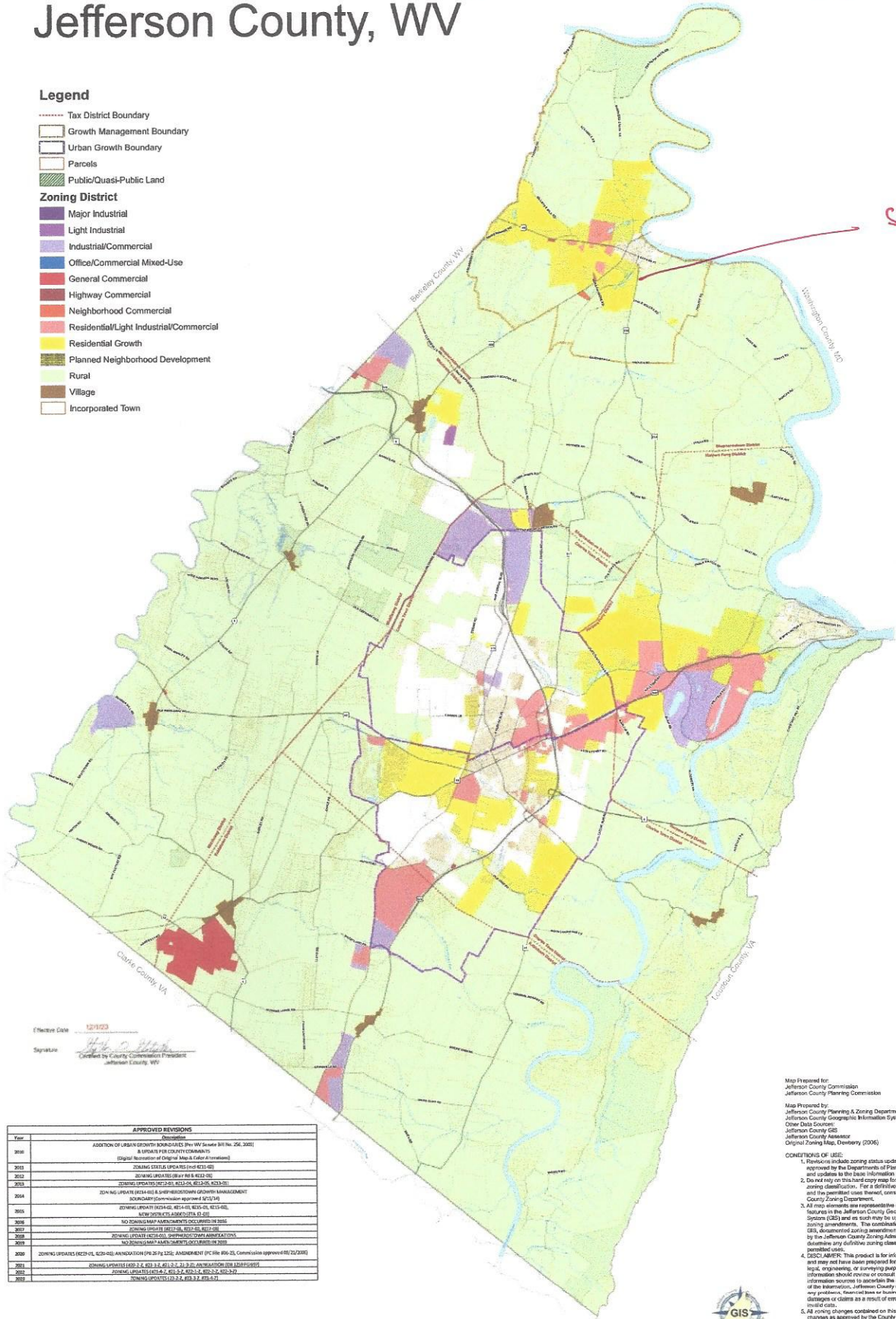
# 2023 Zoning Map Jefferson County, WV

PAGE 22 Emission Jefferson  
2045



## Legend

- Tax District Boundary
- ▭ Growth Management Boundary
- ▭ Urban Growth Boundary
- ▭ Parcels
- ▭ Public/Quasi-Public Land
- Zoning District**
- Major Industrial
- Light Industrial
- Industrial/Commercial
- Office/Commercial Mixed-Use
- General Commercial
- Highway Commercial
- Neighborhood Commercial
- Residential/Light Industrial/Commercial
- Residential Growth
- Planned Neighborhood Development
- Rural
- Village
- Incorporated Town



SITE

Effective Date: 12/1/23  
 Signature: [Signature]  
 Created by: County Commission President  
 Jefferson County, WV

Year	Description
2011	ADDITION OF URBAN GROWTH BOUNDARIES (Per WV Senate Bill No. 256, 2002) & URBAN GROWTH BOUNDARIES (Digital Recreation of Original Maps & Color Alterations)
2011	ZONING STATUS UPDATES (Per 4/23/11)
2012	ZONING UPDATES (Per 1/18, 4/23/12, 4/23/12)
2013	ZONING UPDATES (Per 1/18, 4/23/13, 4/23/13)
2014	ZONING UPDATES (Per 1/18, 4/23/14, 4/23/14)
2015	ZONING UPDATES (Per 1/18, 4/23/15, 4/23/15)
2016	ZONING UPDATES (Per 1/18, 4/23/16, 4/23/16)
2017	ZONING UPDATES (Per 1/18, 4/23/17, 4/23/17)
2018	ZONING UPDATES (Per 1/18, 4/23/18, 4/23/18)
2019	ZONING UPDATES (Per 1/18, 4/23/19, 4/23/19)
2020	ZONING UPDATES (Per 1/18, 4/23/20, 4/23/20)
2021	ZONING UPDATES (Per 1/18, 4/23/21, 4/23/21)
2022	ZONING UPDATES (Per 1/18, 4/23/22, 4/23/22)
2023	ZONING UPDATES (Per 1/18, 4/23/23, 4/23/23)

Map Prepared for:  
Jefferson County Commission  
Jefferson County Planning Commission

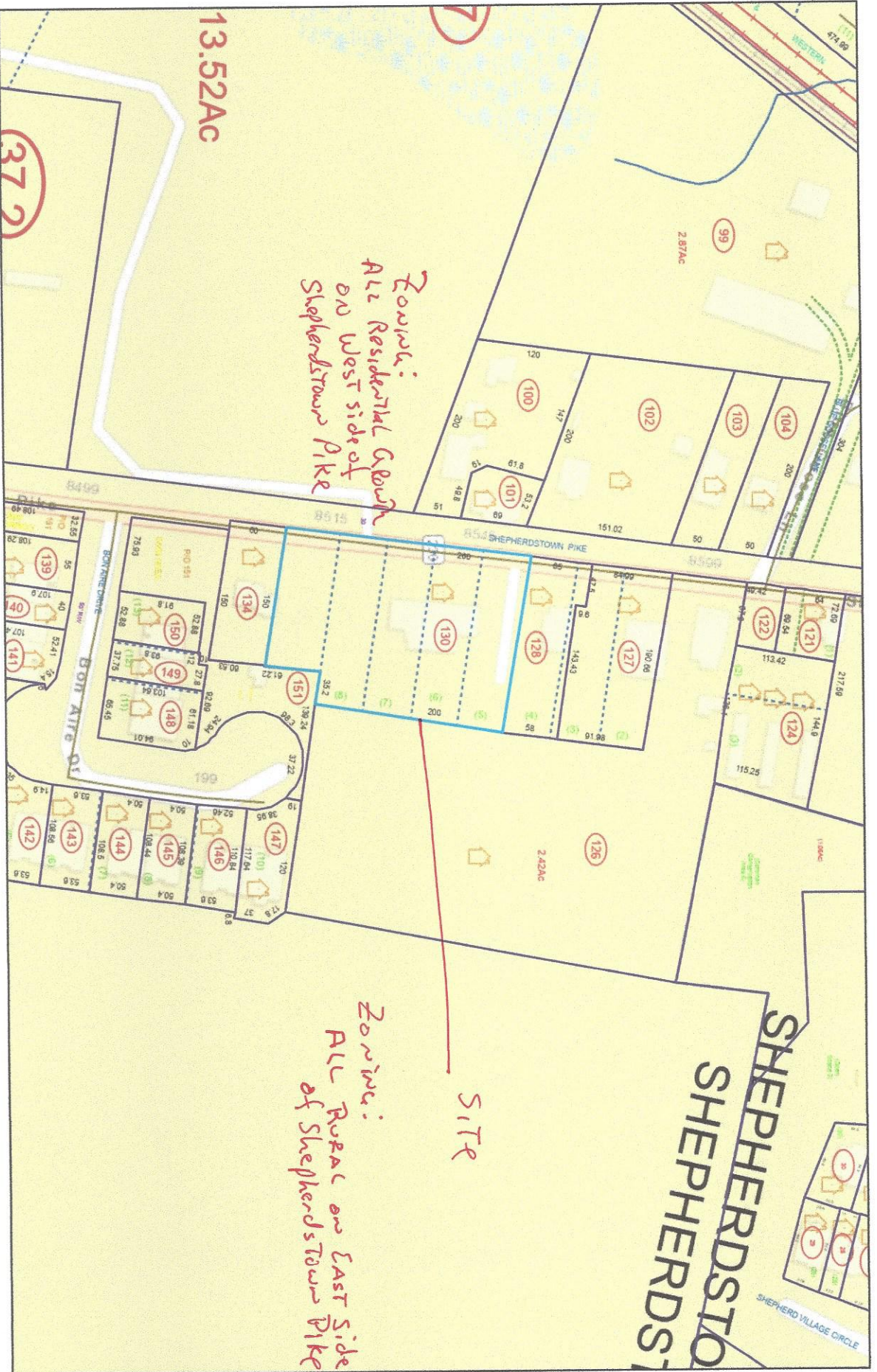
Map Prepared by:  
Jefferson County Planning & Zoning Department  
Jefferson County Geographic Information System  
Other Data Sources:  
Jefferson County GIS  
Jefferson County Assessor  
Original Zoning Map, December (2006)

- CONDITIONS OF USE:**
1. Revisions include zoning status updates as approved by the Departments of Planning & Zoning and updates to the base information (roads, parcels, etc).
  2. Do not rely on this hard copy map for any definitive zoning classification. For a definitive zoning classification and the permitted uses thereof, consult the Jefferson County Zoning Department.
  3. All map elements are representative of geographic features in the Jefferson County Geographic Information System (GIS) and as such may be updated per authorized zoning amendments. The coordinates of this map, the GIS, documented zoning amendments and interpretation by the Jefferson County Zoning Administrator shall determine any definitive zoning classification and permitted uses.
  4. DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the appropriate usability of the information. Jefferson County disclaims all liability for any problems, financial loss or business, commercial or residential damage or claims as a result of errors, inaccuracies or omissions.
  5. All zoning changes contained on this map are official changes as approved by the County Commission. The map shall be an annual recording schedule and will be signed and recorded in January of subsequent year. Any major updates, land recorded, but not on this map, will indicate the most current zoning information available.



PAGE A3

County Tax MAP & Corrupt Zoning Viewer Map

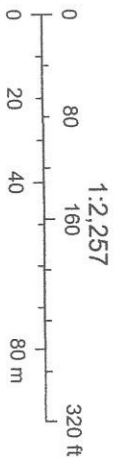


Zoning:  
All Residential Growth  
on West side of  
Shepherdstown Pike

Zoning:  
All Rural on East Side  
of Shepherdstown Pike

SITE

April 29, 2025



WashCo MD, VTA, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Copyright 2014

EXISTING CONDITIONS PICTURES



BUILDING FRONT



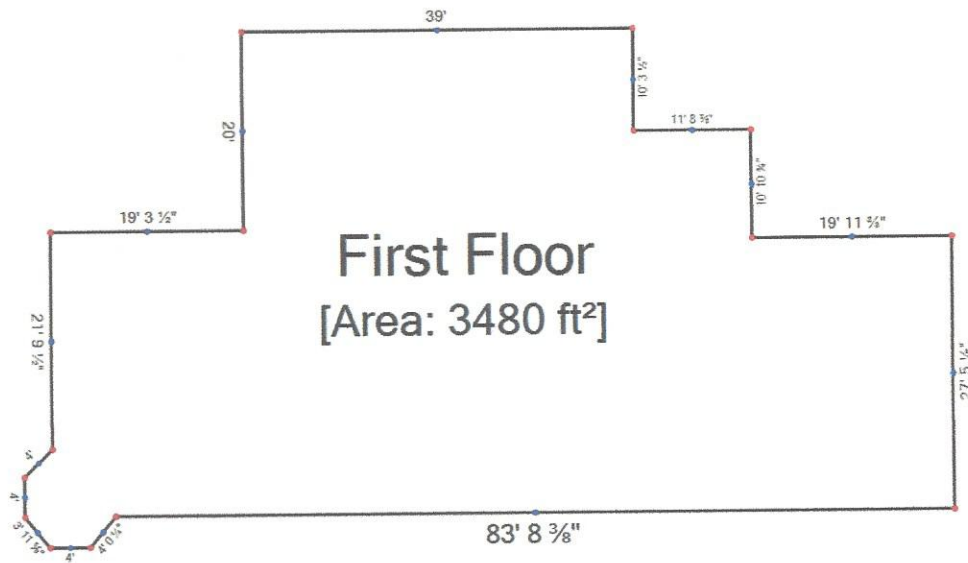
BUILDING NORTH EXTERIOR

\* Keys Valuation: Real Estate Appraisal Services, LLC \*  
Client: Hoxton Center, LLC © 2024

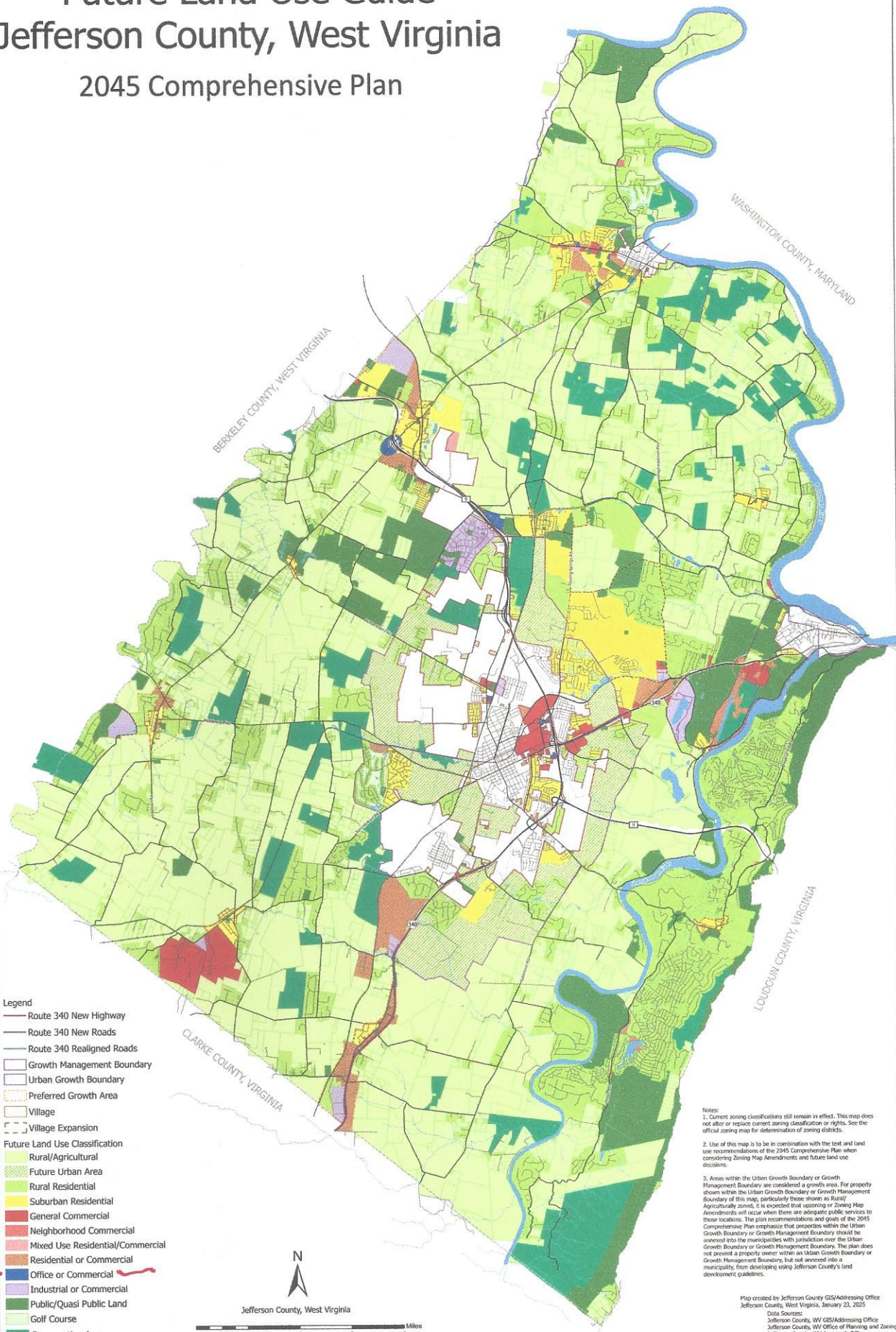
## DESCRIPTION OF THE IMPROVEMENTS

The subject property is improved with a one-story professional office building, containing approximately 3,480 SF of gross building area constructed in 1949. The building is a concrete block construction, with a sloped metal roofing system. The veneer is a combination of a James Hardie concrete and wood. Additionally, there is a full basement, with approximately 2,384 square feet of below grade area is finished office. The first floor is partially shared, however could be split between two tenants. The basement has a separate below grade direct entrance. Overall, the improvements are well-maintained and considered good condition with no deferred maintenance noted. The building in total has the capacity to be split among three tenants, each with direct entrances however are owner occupied at this time.

The first floor contains approximately 11 offices, a conference room, two receptions with direct entrance, kitchenette, and three half bathrooms. The finished basement contains five offices, reception, and half bathroom. The finishes are a combination of carpet and LTV flooring, drywall finished walls and ceilings, and recessed lighting throughout.



# Future Land Use Guide Jefferson County, West Virginia 2045 Comprehensive Plan



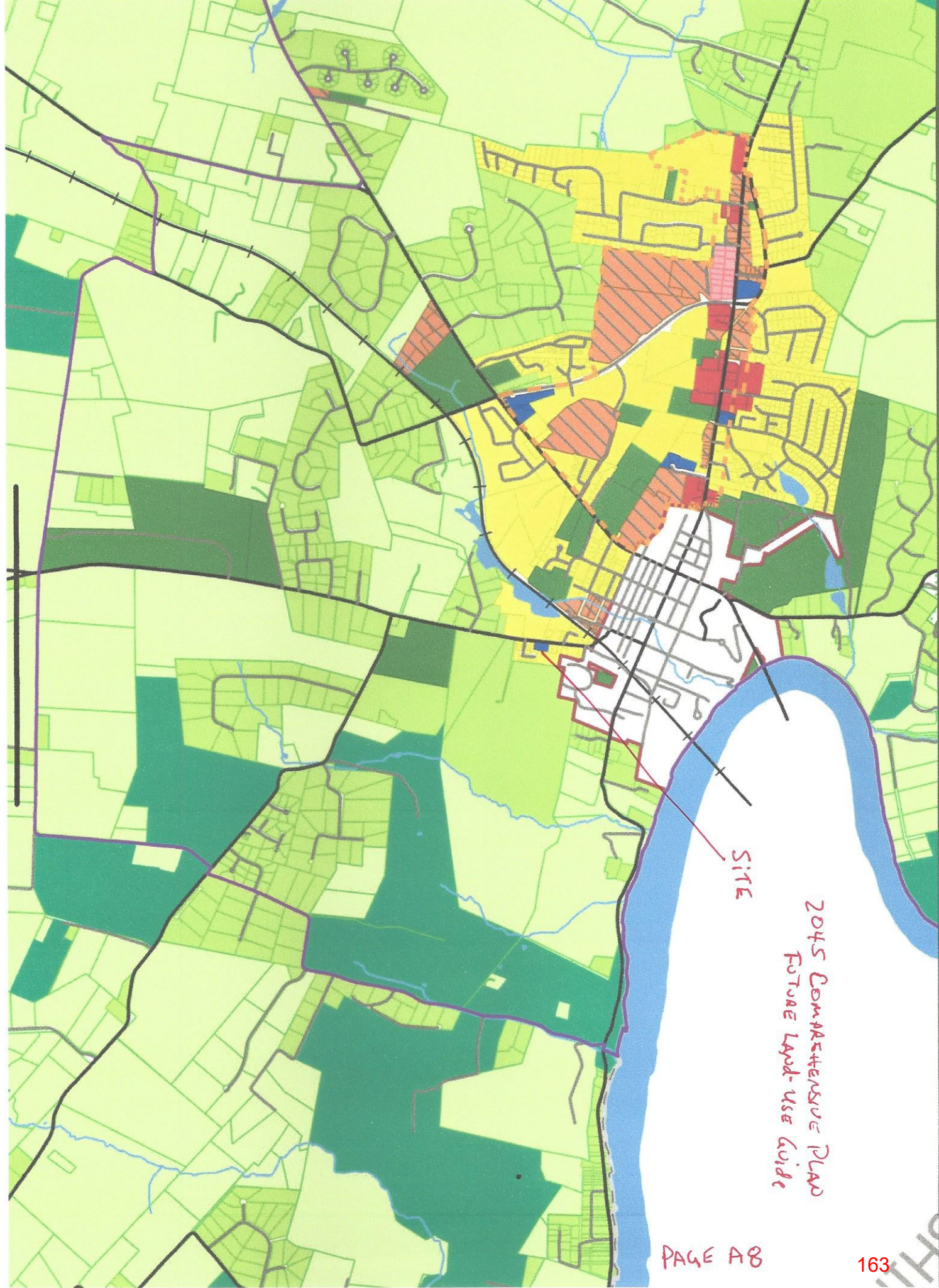
- Legend**
- Route 340 New Highway
  - Route 340 New Roads
  - Route 340 Realigned Roads
  - Growth Management Boundary
  - Urban Growth Boundary
  - Preferred Growth Area
  - Village
  - Village Expansion
  - Future Land Use Classification
    - Rural/Agricultural
    - Future Urban Area
    - Rural Residential
    - Suburban Residential
    - General Commercial
    - Neighborhood Commercial
    - Mixed Use Residential/Commercial
    - Residential or Commercial
    - Office or Commercial
    - Industrial or Commercial
    - Public/Quasi Public Land
    - Golf Course
    - Conservation Area

**Notes:**

1. Current zoning classifications still remain in effect. This map does not alter or replace current zoning classification or rights. See the official zoning map for determination of zoning districts.
2. Use of this map is to be in combination with the text and land use recommendations of the 2045 Comprehensive Plan when considering Zoning Map Amendments and future land use decisions.
3. Areas within the Urban Growth Boundary or Growth Management Boundary are considered a growth area. For property shown within the Urban Growth Boundary or Growth Management Boundary of this map, particularly those shown as Rural/Agriculturally zoned, it is expected that zoning or Zoning Map Amendments will occur when there are adequate public services to those locations. The plan recommendations and goals of the 2045 Comprehensive Plan emphasize that properties within the Urban Growth Boundary or Growth Management Boundary should be annexed into the municipalities with jurisdiction over the Urban Growth Boundary or Growth Management Boundary. The plan does not prevent a property owner within an Urban Growth Boundary or Growth Management Boundary, but not annexed into a municipality, from developing using Jefferson County's land development guidelines.

Map created by Jefferson County GIS/Addressing Office  
Jefferson County, West Virginia, January 23, 2025  
Data Sources:  
Jefferson County, WV GIS/Addressing Office  
Jefferson County, WV Office of Planning and Zoning  
Jefferson County, WV Assessor's Office





2045 Comprehensive Plan  
 Future Land-Use Guide

SITE

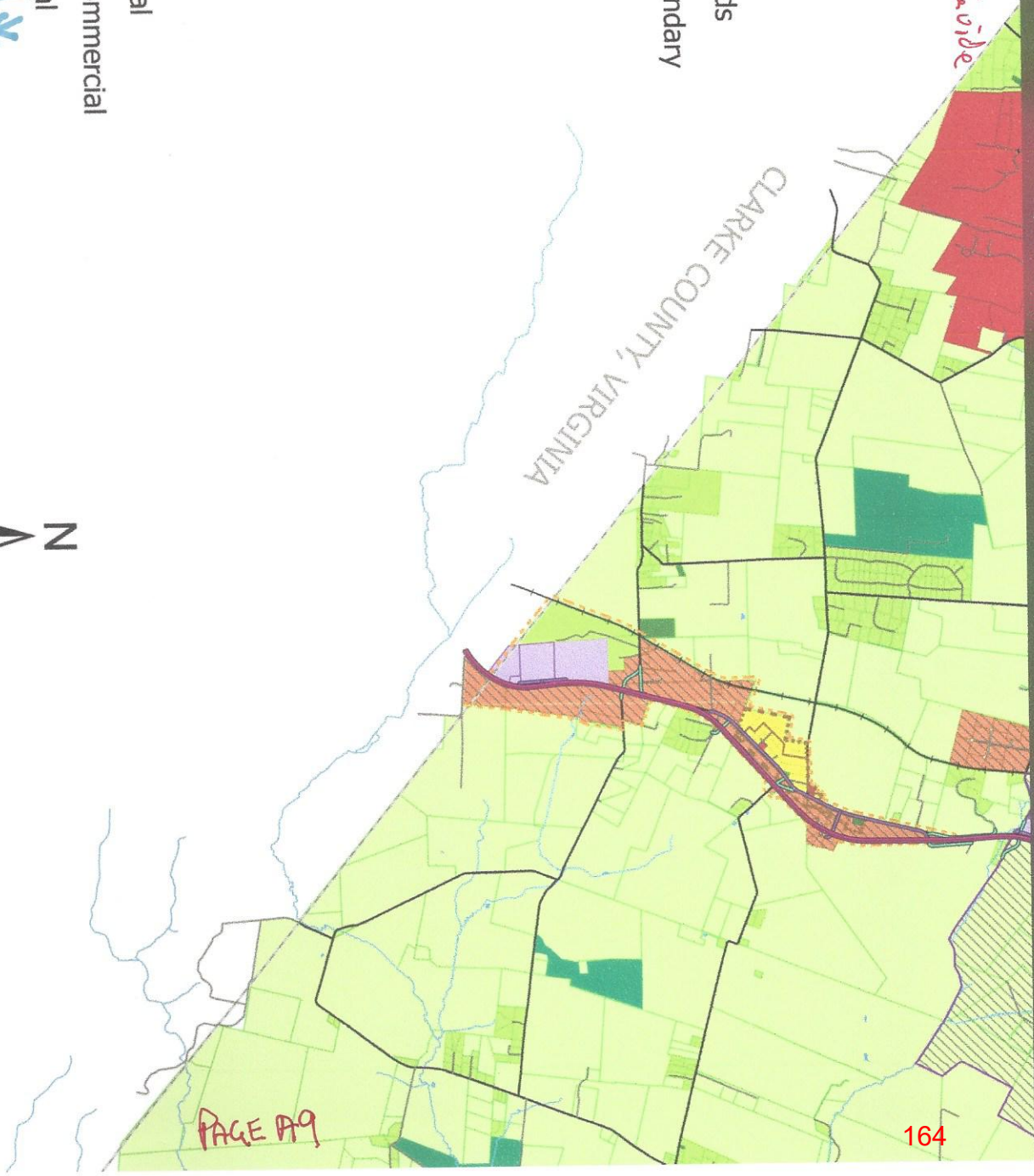
2025 Comp Plan  
Future Land Use Guide  
Legend

- Route 340 New Highway
- Route 340 New Roads
- Route 340 Realigned Roads
- Growth Management Boundary
- Urban Growth Boundary
- Preferred Growth Area
- Village
- Village Expansion
- Future Land Use Classification
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- Neighborhood Commercial
- Mixed Use Residential/Commercial
- Residential or Commercial
- Office or Commercial
- Industrial or Commercial
- Public/Quasi Public Land
- Golf Course
- Conservation Area

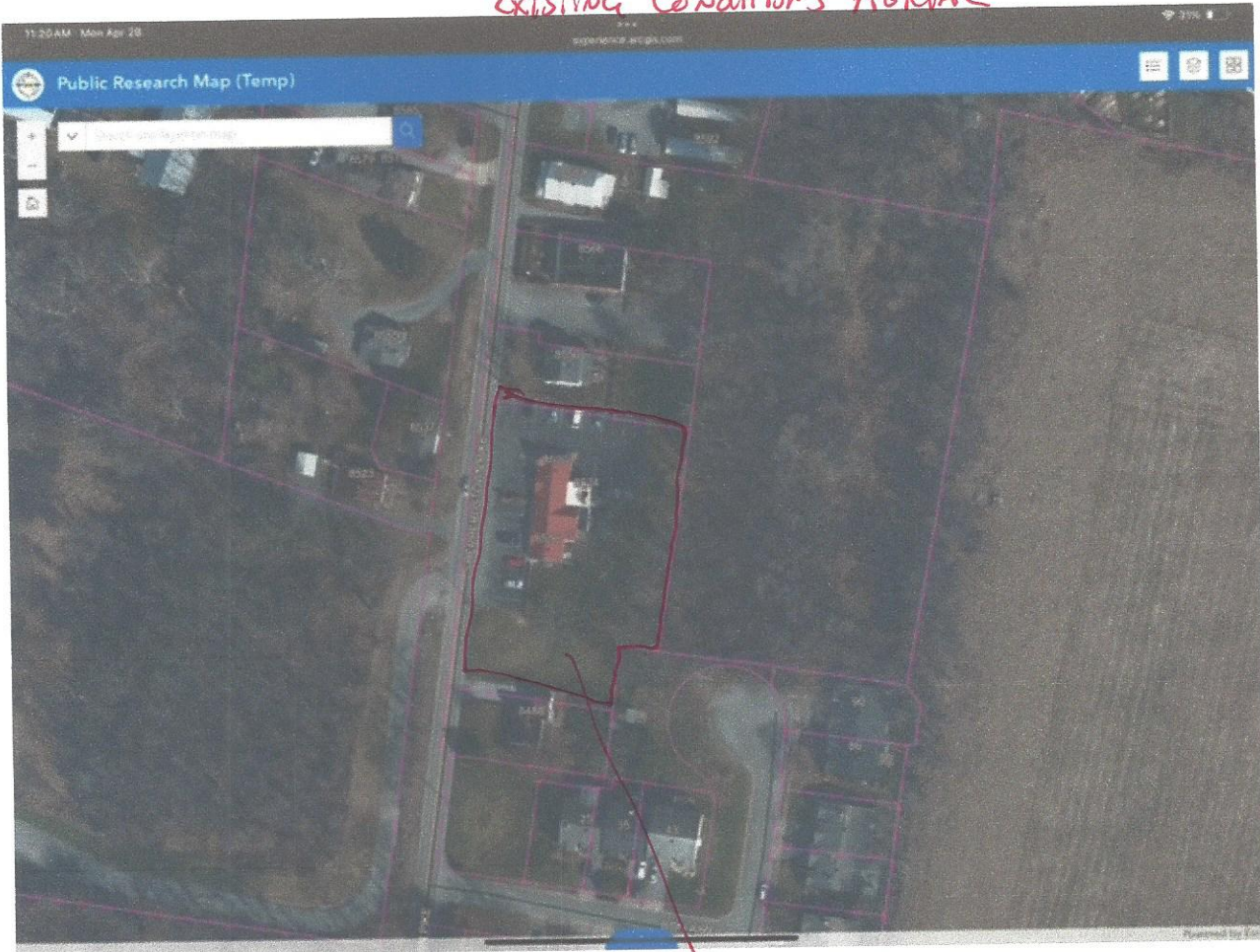


Jefferson County, West Virginia

CLARKE COUNTY, VIRGINIA



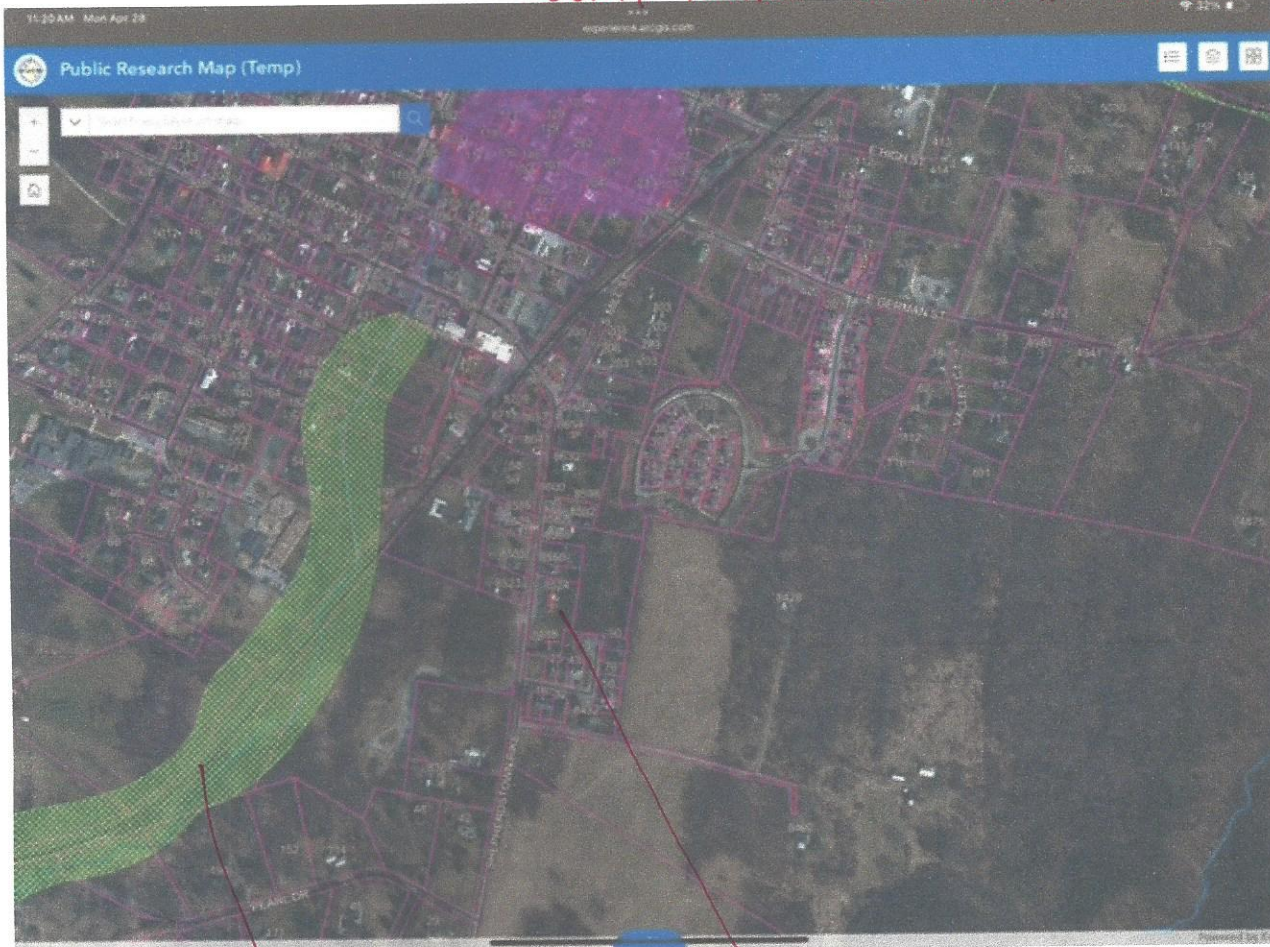
EXISTING CONDITIONS AERIAL



SITE

PAGE A10

COUNTY PORTAL FEMA 100 Yr Floodplain



SITE

100 yr FEMA FLOODPLAIN

PAGE A11

AERIAL Existing Conditions AND TOPO

Source: GIS office



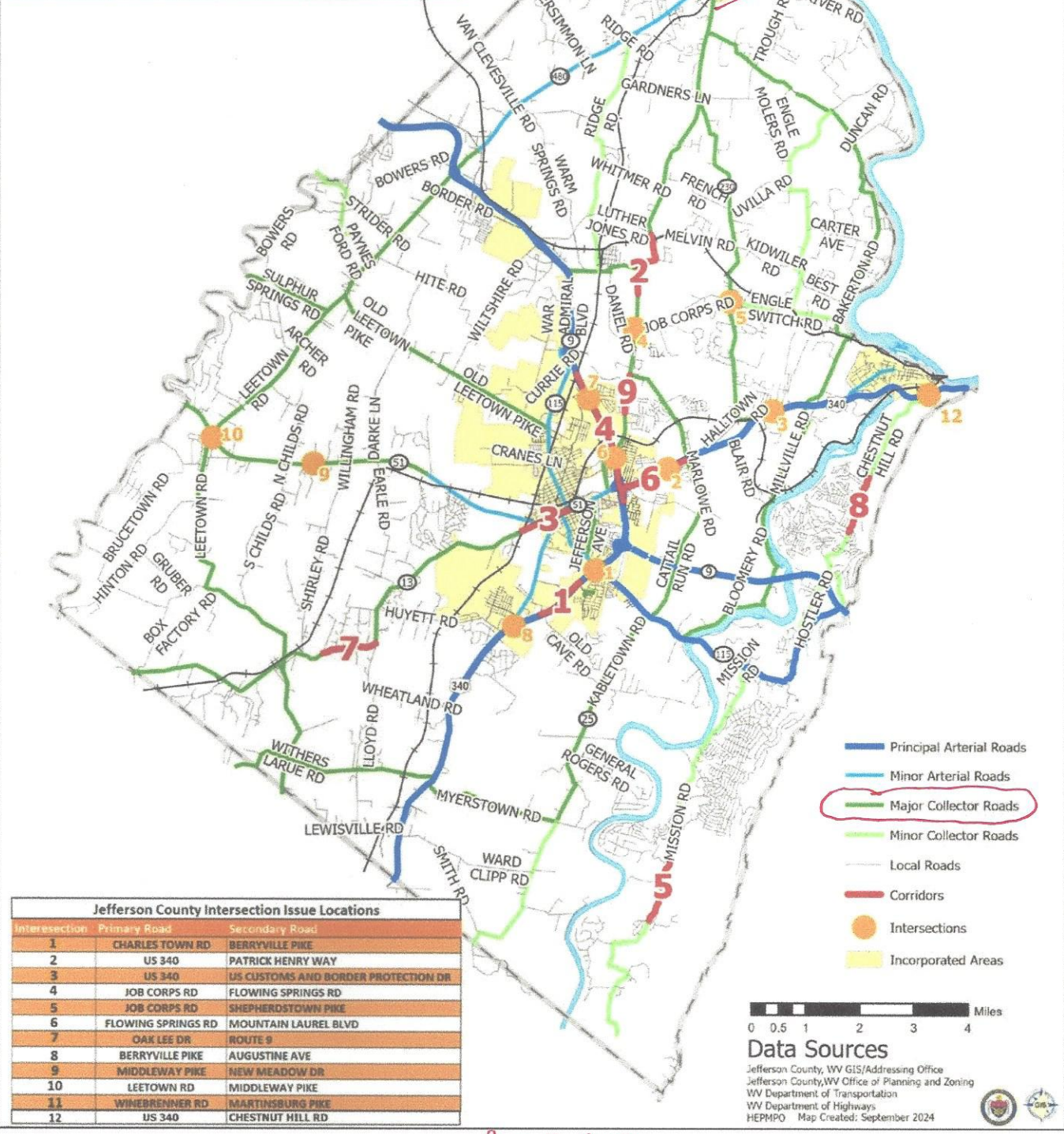
Sources: County GIS Office Topography

# 2024 Highway Problem Areas Map

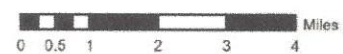
## Jefferson County, West Virginia



Corridor Priority	Start	End
1	CANDLEWOOD DR	ROUTE 9
2	JEFFERSON HIGH SCHOOL	DUFFIELDS MARC STATION
3	N SEMINARY ST	RAILROAD TRACKS
4	RAILROAD TRACKS	US 340
5	SHANNONDALE SPRINGS CHAPEL	SPEAKS LN
6	ROUTE 9	US 340 MILE 10
7	MCCORMACK LN	LLOYD RD
8	MOUNTAIN VIEW LN	GROVE SPRINGS LN
9	BRIAR RUN ESTATES	OLD COUNTRY CLUB RD



Intersection	Primary Road	Secondary Road
1	CHARLES TOWN RD	BERRYVILLE PIKE
2	US 340	PATRICK HENRY WAY
3	US 340	US CUSTOMS AND BORDER PROTECTION DR
4	JOB CORPS RD	FLOWING SPRINGS RD
5	JOB CORPS RD	SHEPHERDSTOWN PIKE
6	FLOWING SPRINGS RD	MOUNTAIN LAUREL BLVD
7	OAK LEE DR	ROUTE 9
8	BERRYVILLE PIKE	AUGUSTINE AVE
9	MIDDLEWAY PIKE	NEW MEADOW DR
10	LEETOWN RD	MIDDLEWAY PIKE
11	WINEBRENNER RD	MARTINSBURG PIKE
12	US 340	CHESTNUT HILL RD



**Data Sources**  
 Jefferson County, WV GIS/Addressing Office  
 Jefferson County, WV Office of Planning and Zoning  
 WV Department of Transportation  
 WV Department of Highways  
 HEPMP0 Map Created: September 2024

## Edwina Benites

---

**From:** Paul Raco <pjraco.consulting@gmail.com>  
**Sent:** Wednesday, May 28, 2025 11:39 AM  
**To:** Edwina Benites  
**Subject:** Hoxton Center LLC Rezoning Request  
**Attachments:** Hoxton Center LLC Rezoning Complete CC Packet.pdf

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

Hi, Eddie.

I hope that you are well.

Please see attached Rezoning/Map Amendment Request.

I used to send Agenda Requests to Jess, but I don't know the Agenda Contact person now. I hope that you don't mind. I am going to come in now to submit the original, but wanted to provide a digital copy, as well.

This is a Map Amendment/Rezoning Request for the Hoxton Center LLC property. With June 5th being the only CC meeting in June, the dates work out for June 5th County Commission Agenda for Acceptance and sending to PC for their Consistency Review; July 8th PC Meeting for Consistency Review; and, July 17th for CC Public Hearing.

If you have any questions, please let me know. I am coming in with the Original for you, a copy for the PC, and the fees to be submitted to the PC with their copy.

Thanks, Paul

--

Paul J. Raco  
P. J. Raco Consulting, LLC  
PO Box 548  
Charles Town, WV 25414  
304/676-8256

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



Name: **Roger Goodwin**

Department or Organization: **Engineering**

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

Date Requested – 1<sup>st</sup> Choice: **June 5th , 2025**

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

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

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

- 1. Forestar Real Estate Group, INC- Stonecrest file # 22-11-SD request for bond reduction**
- 2. Maine Drilling & Blasting, INC- file # 21-10-SP complete bond release**
- 3. Fellowship Bible Church- Phase 1A file # S14-03 complete bond release**
- 4. Wall Street Partners WV 1 LLC- Harpers Ferry Dollar General file # 22-14-SP complete bond release**

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

- 1. Partial bond release for Performance Bond 4468699 with SureTec Insurance Company for Forestar Real Estate Group, INC- Stonecrest Subdivision file # 22-11-SD**
- 2. Complete bond release for Performance Bond 0236167 with Berkley Insurance Company for Maine Drilling & Blasting, INC- Burr Business Park lot 17 file # 21-10-SP**
- 3. Complete bond release for Irrevocable Letter of Credit 522468 with Jefferson Security Bank for Fellowship Bible Church Phase 1A file # S14-03**
- 4. Complete bond release for Irrevocable Letter of Credit 5394051-44 with United Bank- Dollar General Harpers Ferry file # 22-14-SP**

Is this a funding request?    Y/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):

1. I move to authorize the partial release of \$4,812,861.00 of the above referenced Performance Bond 4468699 making the new amount \$7,368,955.00
2. I move to authorize the complete release of the above referenced Performance Bond 0236167 originally issued to the amount of \$420,455.00
3. I move to authorize the complete release of the above referenced Irrevocable Letter of Credit 522468 originally issues in the amount of \$137,331.00
4. I move to authorize the complete release of the above reference Irrevocable Letter of Credit 5394051-44 previously amended to the amount of \$254,549.00

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

If not attached, explain:

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

Contact information:

Email address: Engineering@jeffersoncountwv.org

Phone Number: 304-728-3257

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

not applicable
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# JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT  
*Pasha Majdi*

June 5th, 2025

VICE PRESIDENT  
*Mike Mood*

Mr. Noah W. Pierce, Attorney-in-Fact  
SureTec Insurance Company

COMMISSIONER  
*Cara Keys*

2103 CityWest Boulevard,  
Suite 1300

COMMISSIONER  
*Steve Stolipher*

Houston, TX 77042

COMMISSIONER  
*Jack Hefestay*

RE: Performance Bond No. 4468699 with SureTec Insurance Company dated  
November 16th, 2023 for Stonecrest Subdivision JCPC file no. 22-11-SD

Dear Mr. Pierce

The Jefferson County Commission authorizes a partial release of \$4,812,861.00 from the construction bond for Forestar Real Estate Group, LLC — Stonecrest (File #22-11-SD). This project is located on the east side of Flowing Springs Rd, just north of its intersection with Old Country Club Rd. Work remaining to be completed but is not limited to the following:

1. Erosion & Sediment Control
2. Earthwork
3. Paved Surface Construction
4. Landscaping
5. Water & Sanitary Sewer Systems
6. Storm water Management & Storm Drainage
7. Miscellaneous Site Improvements

In summary, you are hereby authorized to reduce the amount of the above referenced Performance Bond No. 4468699 originally issued in the amount of \$12,181,816.00 to \$7,368,955.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Pasha Majdi, President  
Jefferson County Commission

cc: Kirby Delauter  
7021 Columbia Gateway Dr,  
Columbia, MD 21046

Department of Engineering, Planning & Zoning

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

### BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 5 / 19 / 2025 J.C.P.C. File No. 22-11-SD

Consultant/Engineer/Firm Name: ForeStar Group, INC

Mailing Address: 7021 Columbia Gateway Dr. Suite 320

City: Columbia State: MD Zip: 21046

Contact Person: Kirby Delauter Phone: 301-957-8598

Project/Subdivision Name: Stone Crest

Section/Phase: Whole Project Lots: \_\_\_\_\_

Review Comments:

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

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

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

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

Comments: Items in reduction look to be 100% complete

**Approved for:**  
Bond Reduction  
By: WJS 5-19-25  
**County Engineer** **Date**

Original Bond Amt. \$ 10,592,883 + 15% Cont. \$ 1,588,932 = Total Original Bond Amt \$ 12,181,816

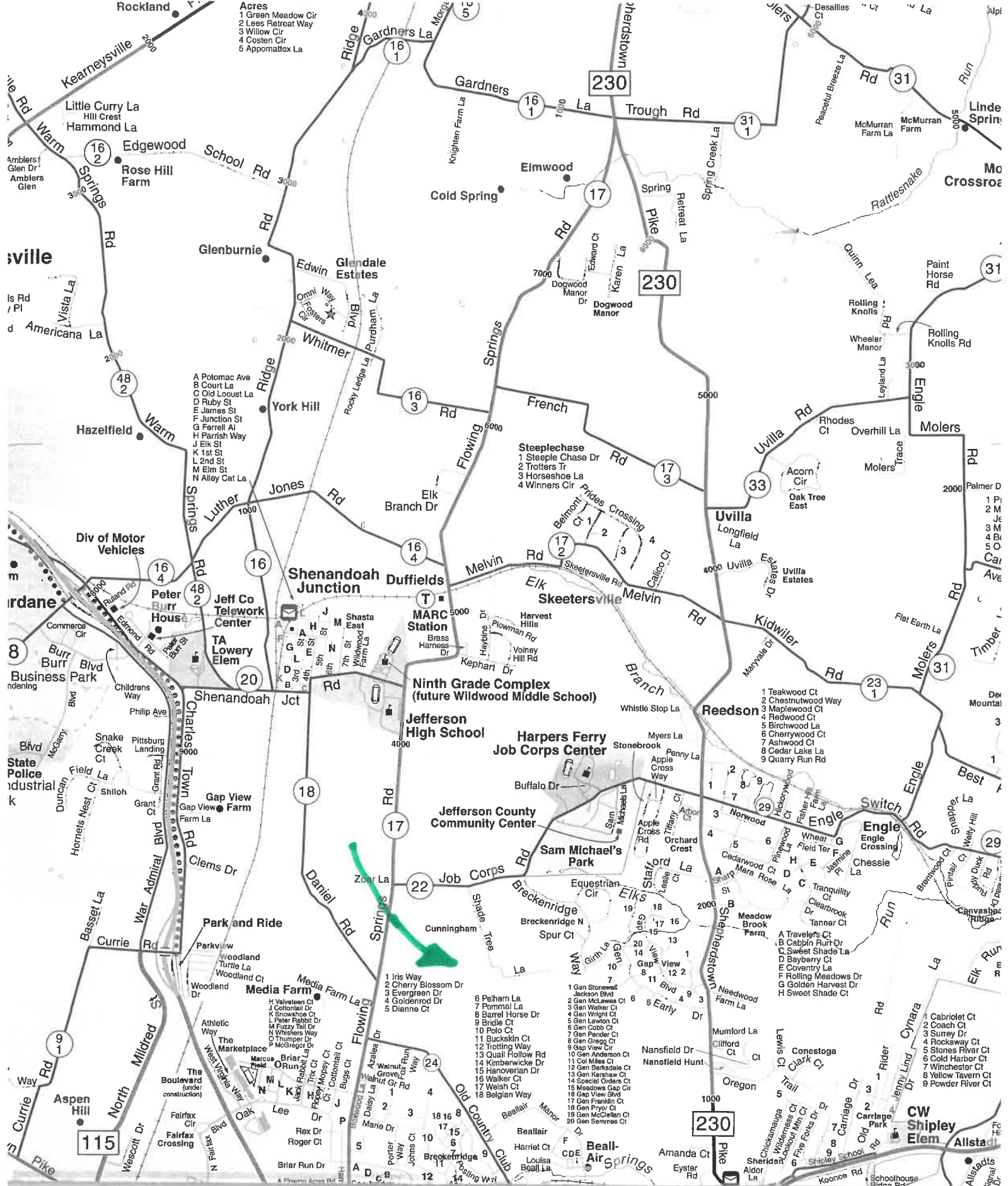
Total Current Bond Amount \$ 12,181,816.00

Cost of Work Remaining \$ 6,407,787.00 + Contingency Amount \$ 961,168.00

= Approved for Revised Bond Amount \$ 7,368,955.00

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

Signature: WJS Date: 5 / 19 / 25





# JEFFERSON COUNTY COMMISSION

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

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PRESIDENT  
*Pasha Majdi*

June 5th, 2025

VICE PRESIDENT  
*Mike Mood*

Ms. Judy Mills, Attorney-in-Fact  
Berkley Insurance Company

COMMISSIONER  
*Cara Keys*

475 Steamboat Rd  
Greenwich, CT 06830

COMMISSIONER  
*Steve Stolipher*

RE: Performance Bond No. 0236167 with Berkley Insurance Company dated  
November 9th, 2021 for Burr Business Park lot 17 JCPC file no. 21-10-SP

COMMISSIONER  
*Jack Hefestay*

Dear Ms. Mills:

The Jefferson County Commission authorizes a complete release of \$420,455.00 from the construction bond for Maine Drilling & Blasting, INC—Burr Business Park lot 17 (file # 21-10-SP). This project is located at the intersection of Steeley Way and McGarry Blvd in Kearneysville, WV 25430. The lot owner is withdrawing from the project. Land Development Inspector confirmed work never commenced for this project and the owner is now selling the vacant lot.

In summary, you are hereby authorized to fully release amount of the above referenced Performance Bond No. 0236167 originally issued to in the amount of \$420,455.00 Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Pasha Majdi, President  
Jefferson County Commission

cc: Bill Scott  
542 Brunswick Ave  
Gardiner ME 04345

Department of Engineering, Planning & Zoning

County Administrator  
*Edwina Benites*

### BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 5 / 14 / 2025 J.C.P.C. File No. 21 - 10 - SP

Consultant/Engineer/Firm Name: Maine Drilling + Blasting, INC

Mailing Address: 542 Brunswick Ave

City: Gardiner State: ME Zip: 04345

Contact Person: Bill Scott Phone: 207-203-1636

Project/Subdivision Name: Lot 17 Burr Business Park

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

Review Comments:

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

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

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

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

Comments: The Project never started  
No work commenced. Lot owner  
is selling

**Approved for:**  
**Bond Release**  
By WFS 5-20-25  
**County Engineer** **Date**

Original Bond Amt. \$ 365,613 + 15% Cont. \$ 54,842 = Total Original Bond Amt \$ 420,455

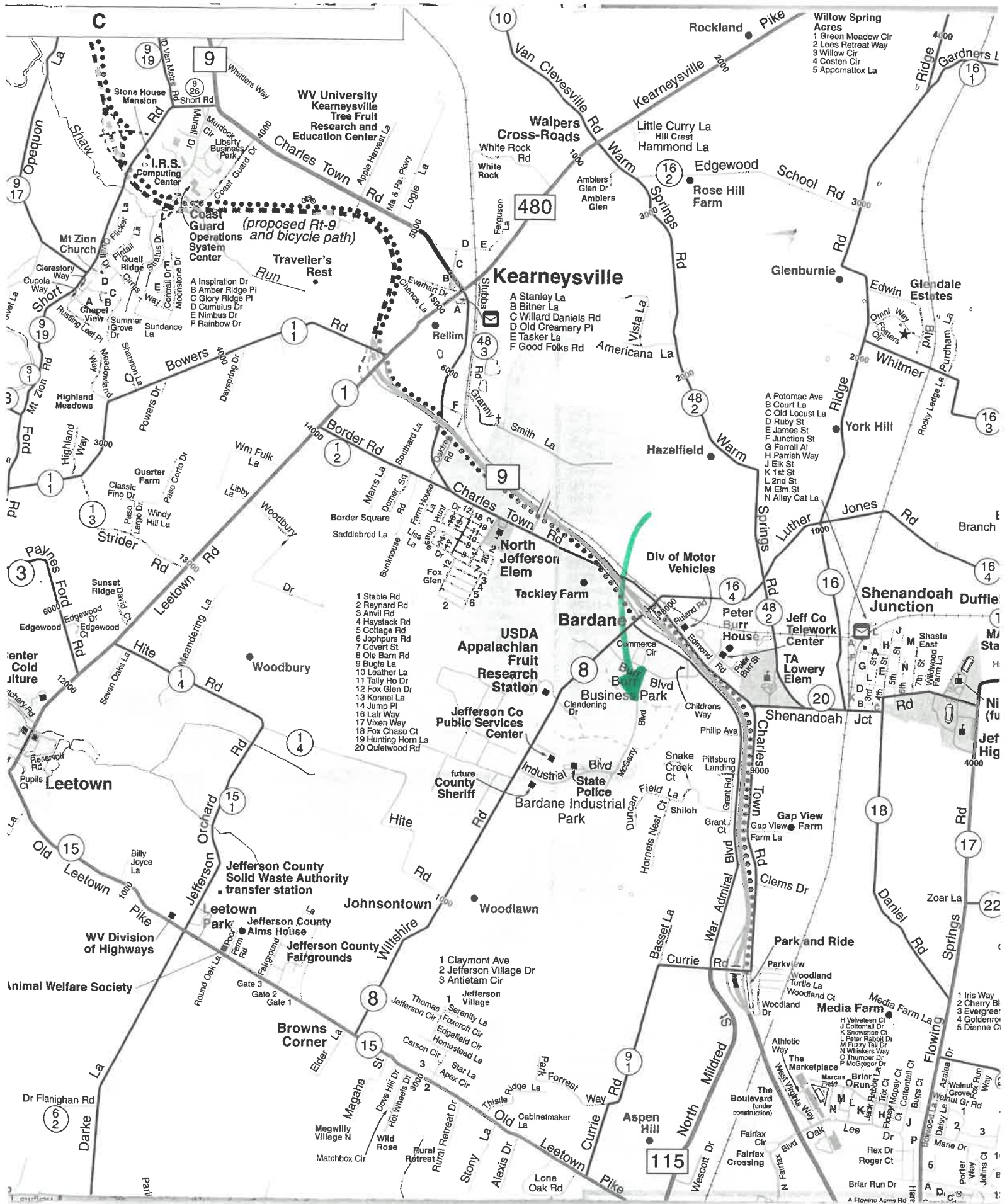
Total Current Bond Amount \$ 420,455.00

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

= Approved for Revised Bond Amount \$ 0.00

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

Signature: WFS Date: 5 / 20 / 2025





# JEFFERSON COUNTY COMMISSION

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PRESIDENT  
*Pasha Majdi*

June 5th, 2025

VICE PRESIDENT  
*Mike Mood*

Mr. Dustin Branner  
Jefferson Security Bank  
1861 Edwin Miller Blvd  
Martinsburg, WV 25404

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

RE: Irrevocable Letter of Credit 522468 with Jefferson Security Bank dated June 26<sup>th</sup>, 2024 for Fellowship Bible Church Phase 1A file no. S14-03

COMMISSIONER  
*Jack Hefestay*

Dear Mr. Branner:

The Jefferson County Commission authorizes a complete release of \$137,331 from the construction bond for Fellowship Bible Church Phase 1A (file # S14-03). This project is located at 160 Daniel Rd, Shenandoah Junction, WV 25442. The project appears to be 100% complete.

In summary, you are hereby authorized to fully release amount of the above referenced Irrevocable Letter of Credit originally issued to in the amount of \$137,331.00 Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Pasha Majdi, President  
Jefferson County Commission

cc: Rich Beddow  
160 Daniel Rd,  
Shenandoah Junction, WV  
25422

Department of Engineering, Planning & Zoning

County Administrator  
*Edwina Benites*

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

### BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 5 / 14 / 25 J.C.P.C. File No. 514-03

Consultant/Engineer/Firm Name: Rich Beddow

Mailing Address: 160 Daniel Rd

City: Shenandoah Junction State: WV Zip: 25442

Contact Person: Rich Beddow Phone: 304-702-4117

Project/Subdivision Name: Phase IA Fellowship Bible Church

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

Review Comments:

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

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

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

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

Comments: Project appears to be 100% complete

**Approved for:**  
Bond Release  
By: WRS 5-14-25  
**County Engineer Date**

Original Bond Amt. \$ 119,419 + 15% Cont. \$ 17,912 = Total Original Bond Amt \$ 137,331.00

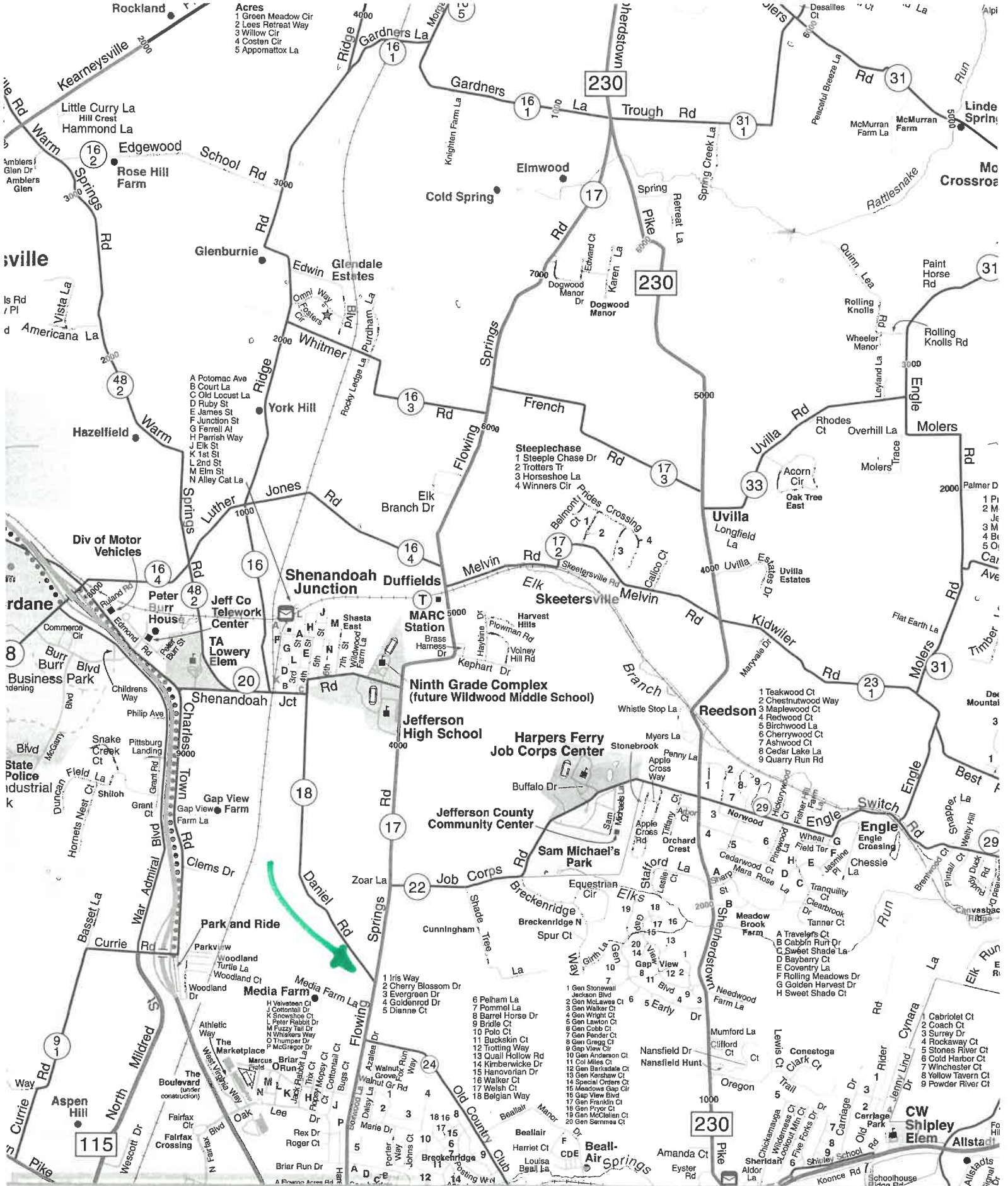
Total Current Bond Amount \$ 137,331.00

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

= Approved for Revised Bond Amount \$ 0.00

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

Signature: WRS Date: 5 / 14 / 25





# JEFFERSON COUNTY COMMISSION

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

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

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

PRESIDENT  
*Pasha Majdi*

June 5th, 2025

VICE PRESIDENT  
*Mike Mood*

Mr. Andrew Dawson

United Bank

COMMISSIONER  
*Cara Keys*

517 9<sup>th</sup> Street

Huntington, WV 25701

COMMISSIONER  
*Steve Stolipher*

RE: Irrevocable Letter of Credit 5394051-44 with United Bank dated  
December 13<sup>th</sup>, 2024 for Dollar General Harpers Ferry (file #22-14-SP)

COMMISSIONER  
*Jack Hefestay*

Dear Mr. Dawson:

The Jefferson County Commission authorizes a complete release of the remaining \$254,549.00 from the construction bond for Dollar General Harpers Ferry (file # 22-14-SP). This project is located at 45 Amanda Ct, Harpers Ferry, WV 25425. The project appears to be 100% complete.

In summary, you are hereby authorized to fully release the amount of the above referenced Irrevocable Letter of Credit previously amended to in the amount of \$254,549.00 Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Pasha Majdi, President  
Jefferson County Commission

cc: Andy Haymaker  
Haymaker Development Company  
3120 Wall Street, Suite 200  
Lexington, KY 40513

Department of Engineering, Planning & Zoning

County Administrator  
*Edwina Benites*

**BOND REDUCTION or RELEASE REQUEST - REPORT**

Date Received: 5 / 20 / 2025 J.C.P.C. File No. 22 - 14 - 5P

Consultant/Engineer/Firm Name: Haymaker Development Company - Wall Street Partners WV LLC

Mailing Address: 3120 Wall Street, Suite 200

City: Lexington State: KY Zip: 40513

Contact Person: Andy Haymaker Phone: 859-685-3034

Project/Subdivision Name: Dollar General Amanda Court

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

Review Comments:

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

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

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

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

Comments: All Items appear to be 100% complete

**Approved for:**  
 Bond Release  
 By: WAS Date: 5-20-2025  
 County Engineer

Original Bond Amt. \$ 433,913 + 15% Cont. \$ 65,087 = Total Original Bond Amt \$ 499,000

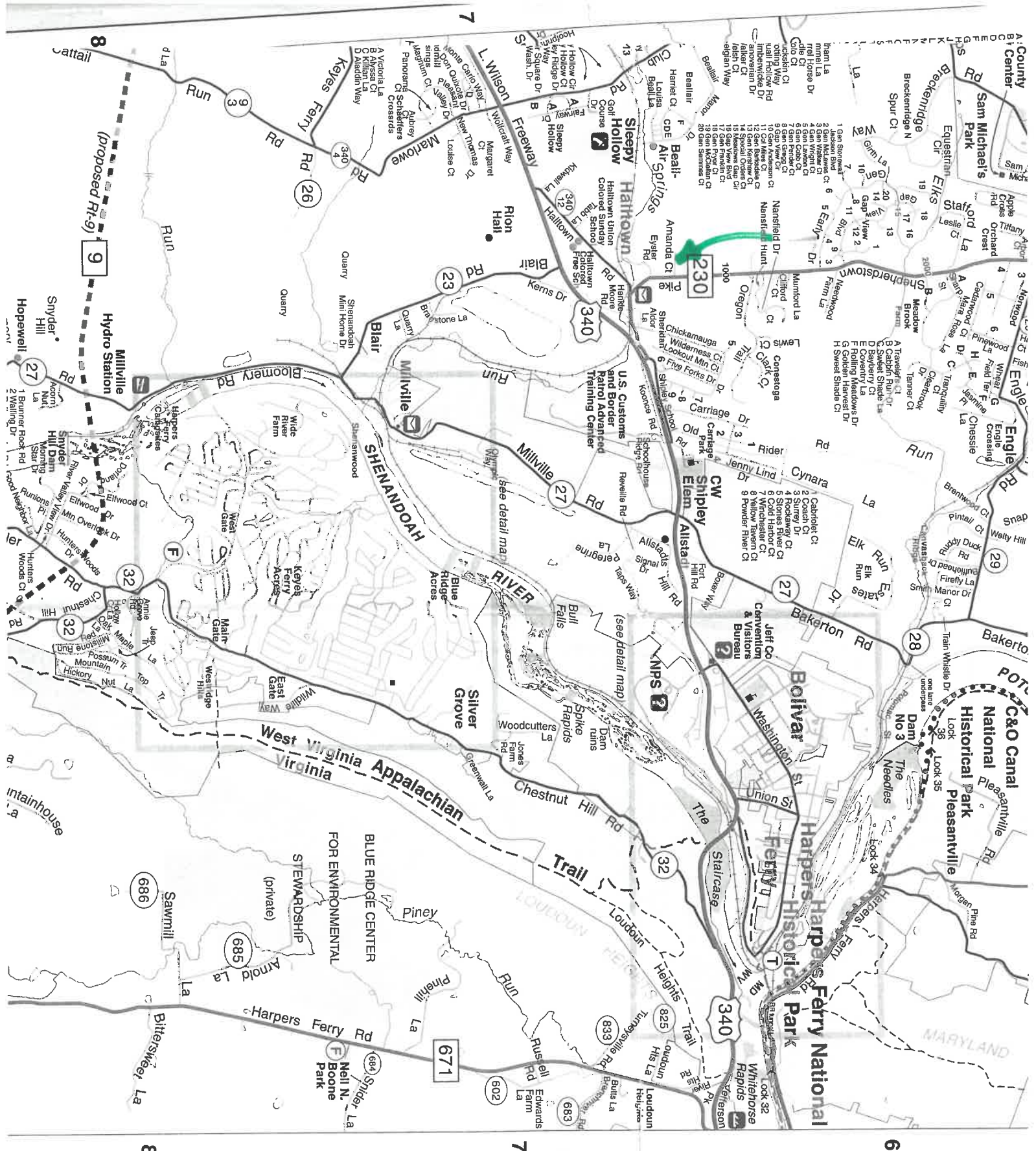
Total Current Bond Amount \$ 254,549.00

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

= Approved for Revised Bond Amount \$ 0.00

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

Signature: WAS Date: 5 / 20 / 2025



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



Name: Edwina Benites-LM and Laura Kuhn

Department or Organization: County Commission

Estimation of amount of time needed for appointment:

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

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

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

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

Presentation: Overview of the purchase of 393 N. Lawrence and 330 N. George

**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

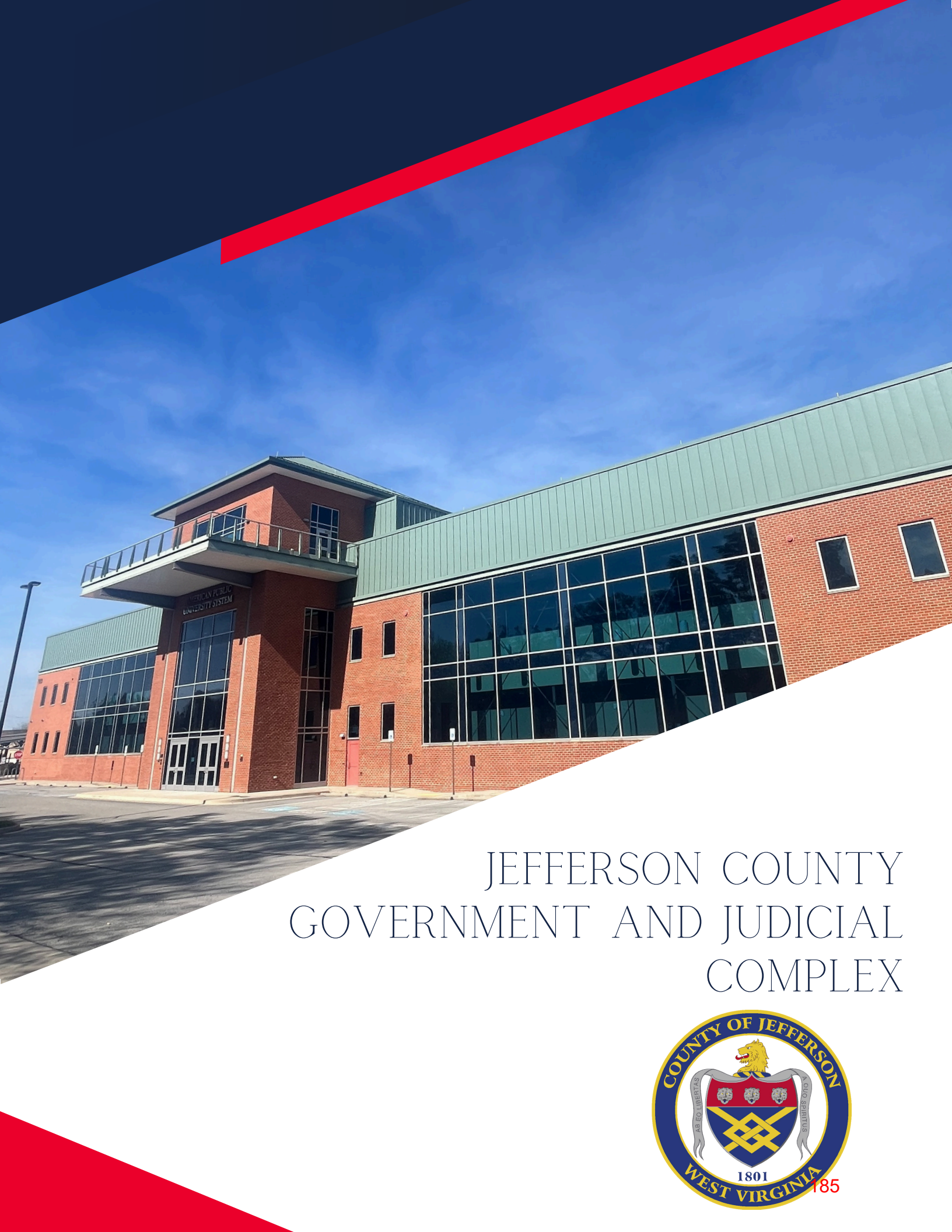
Contact information:

Email address:

Phone Number:

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

not applicable



# JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX



# ENHANCING CONSTITUENT ACCESS, CUTTING COSTS, AND MODERNIZING OPERATIONS



For over a decade, Jefferson County officials have worked to address the challenges of balancing public access, limited space, aging infrastructure, and operational efficiency. To meet these challenges, the County Commission has approved a purchase and sale agreement for 393 N. Lawrence Street and 330 N. George Street, which will serve as the future home of consolidated County operations in a modern government and judicial complex.

Currently, the County operates out of aging buildings with numerous unsecured access points, prompting restrictions on public entry to ensure safety. These facilities also incur high energy costs and face significant deferred maintenance, placing an unsustainable strain on county resources.

The need for a long-term solution has grown even more pressing with the requirement to relocate the Tax Office to accommodate an additional magistrate in the courthouse. The purchase of the new facilities will address these longstanding issues by enhancing security, improving public access, reducing operational costs, and modernizing County services to better serve the residents of Jefferson County.

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Consideration  
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Next Steps

ATTACHMENT 1

Draft Building Layouts

ATTACHMENT 2

Purchase and Sale  
Agreements

# ADDRESSING THE CONCERNS

## 01 > SPACE

The new facilities will address critical space limitations, providing adequate room for staff and services to better meet constituent needs. Current square footage- **96,354 / 150,879** future square footage

## 02 > COST

The move will significantly reduce energy and repair costs associated with maintaining outdated and historic buildings. Estimated annual energy and operating costs savings- **\$286,000**.

## 03 > ACCESS

By consolidating entry points, the new complex will enhance secure and efficient access for both staff and constituents.

## 04 > MODERNIZATION

The complex will modernize county operations, fostering a more professional environment with updated infrastructure and technology to enhance efficiency and service delivery.

# CONCERN: GOVERNMENT SPACE

As the county has expanded in square footage over the years, it has done so without a strategic plan, resulting in a patchwork of scattered buildings poorly suited for county operations and court space. For example, the Tax Office has been located in the court building, which created complications as the number of magistrates increased. The Commission was only able to secure a temporary approval while searching for a permanent solution to relocate the Tax Office.

Additionally, for decades, the Commission has relied on renting ad hoc meeting spaces. In 2024 alone, the Commission has had to open overflow meeting space or rent larger venues six times due to the current facility being too small to meet constituent access needs.

The capacity in the current Commission meeting room is under 100. The capacity of largest meeting room in the 393 building is over 300.



+30%

The 393 Building is 30% larger (square footage) than the current County Complex.



+342%

The current County Commission meeting room is approximately 1,000 square feet. In contrast, the meeting room at 393 N. Lawrence Street will offer 4,425 square feet of space. Additionally, the move will eliminate the need for leased and rented office space, resulting in long-term cost savings and improved operational efficiency.



# CONCERN: COURT SPACE

The addition of a fourth magistrate and a full circuit has overwhelmed current facilities, creating safety concerns—especially with detainee security. Years of unplanned growth have resulted in scattered, inadequate buildings that no longer meet judicial or public needs. A strategic, permanent solution is overdue.

The Historic Courthouse lacks essential modern amenities. Elevator access is limited and operationally sporadic, creating accessibility challenges. Public restrooms are also limited or altogether unavailable in certain areas, further complicating the delivery of efficient and effective court services.

The Historic Courthouse holds an important place in Jefferson County’s heritage, but its lack of modern amenities makes it particularly challenging to meet the current and growing space needs of the judiciary.



+73%

The 330 Building is 73% larger (19,110 sq ft.) than the current space occupied by the judiciary.



+100%

The Historic Courthouse has one staff elevator and one public elevator that rarely operates and does not meet modern accessibility standards. The 330 building will have 4 elevators.



+100%

330 will house 100% of detainees in the same building as the courtrooms. This design significantly improves safety and security during detainee transport.

# CONCERN: COST

The proposed complex is a more cost-effective and space-efficient option for the County. The current buildings, totaling 96,354 square feet, face imminent expenses of approximately **\$2,000,000** for major repairs and replacements to components like HVAC systems, roofs, and windows within the next ten years. Frequent “churn,” involving continuous office rearrangements and minor renovations to “band-aid” space issues, leads to inefficient HVAC operations, costly utilities, frequent networking and electrical reconfigurations, and disruptions that lower productivity. The current governmental and judicial facilities also have higher utility and operating costs, averaging \$0.79 per square foot per month and \$0.92 per square foot per month, respectively-- leading to an annual expense of \$954,600. The 393 and 330 buildings, despite being larger, boast more efficient utility and operating costs. The estimated annual energy and operating **costs savings is \$286,000**.

The 393 building is **LEED Certified Platinum**, the highest level in the globally recognized Leadership in Energy and Environmental Design (LEED) system, developed by the U.S. Green Building Council. The 330 building is **LEED Certified Gold**.

These certifications ensure reduced environmental impact, energy savings, and healthier indoor spaces that enhance occupant well-being.



**-30%**

The new governmental and judicial complex, although larger, has an annual cost savings of **\$286,000** for energy and operating costs



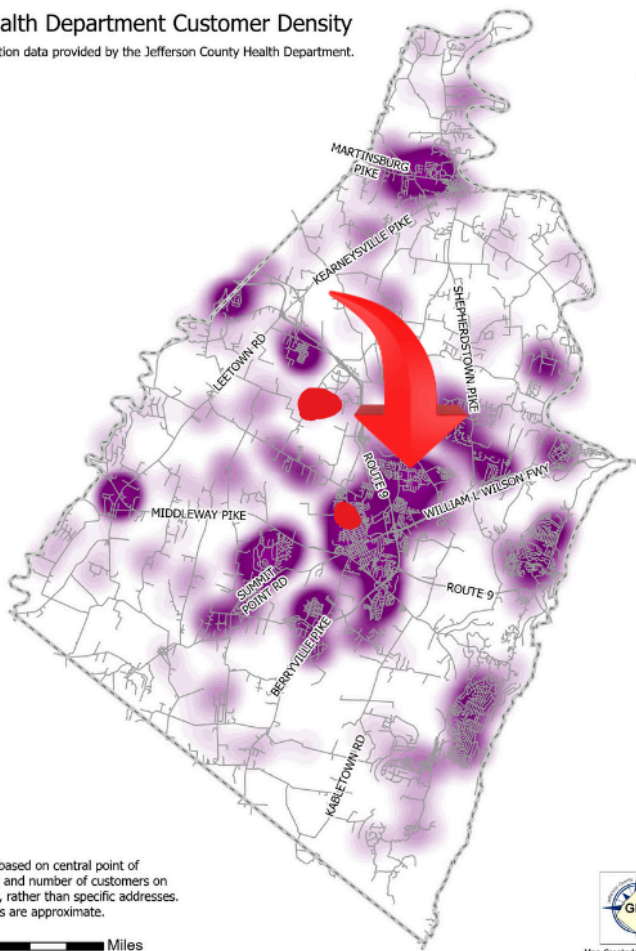
**-\$2,000,000**

Cost savings on deferred maintenance.

# CONCERN: ACCESS TO GOVERNMENT AND COURT OPERATIONS

Multiple entry points to county government and court buildings cause confusion, accessibility issues, security concerns, and inefficiencies in service delivery. Visitors often face navigational challenges due to scattered entrances, leading to frustration and difficulty completing transactions across dispersed offices. Limited connectivity between departments exacerbates these challenges, requiring multiple trips between offices. Not all entry points are equipped with necessary accessibility features like ramps or automatic doors, restricting access for those with mobility issues. The Jefferson County Health Department's remote location and lack of public transportation further hinder access for disadvantaged individuals needing health services. Streamlining entry points and improving accessibility are crucial for enhancing the public experience and equitable service access.

**Health Department Customer Density**  
Location data provided by the Jefferson County Health Department.



100%

Departments or courts accessible through one entry point.



+300%

Increase in residents able to attend in-person Commission meetings due to increased meeting space.

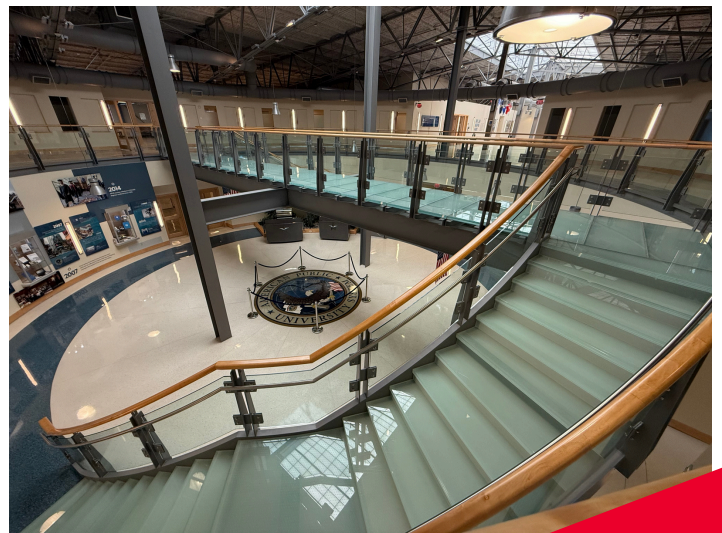


+350%

Increased parking to ensure access.

# CONCERN: MODERNIZATION

The 393 and 330 buildings stand out as superior, modern facilities compared to the current aging and historic county buildings. Unlike the older structures that face limitations due to outdated infrastructure and design constraints, the 393 and 330 buildings incorporate contemporary features that support efficient operations, flexibility, and adaptability. Their advanced HVAC systems, energy-efficient lighting, and modern building materials contribute to better environmental control, lower utility costs, and improved occupant comfort. Additionally, the 393 and 330 buildings' layouts support modern workspaces, allowing for seamless reconfigurations and future technological upgrades without the challenges posed by retrofitting historic buildings. This modernization ensures enhanced productivity, operational efficiency, and a more sustainable future for county services.



# CONSIDERATION OF OPTIONS- BUY VS. REBUILD

In the early phases of planning, consideration was given to constructing new governmental and court facilities. Under this scenario, the current buildings would be demolished to provide space for the new construction.

Construction costs for a new mid-rise commercial buildings range from \$330 to \$870 per square foot. The mid-range of \$600 per square foot was used for this construction cost estimate.

The estimated new construction cost of a 105,415 mid-rise commercial building, a 45,464 court complex with sally port, and a parking deck would be **\$54,000,000 (mid-rise office building)**, **\$35,100,000 (court complex with parking deck)** for a total of **\$89,100,000**.

*Other expenses to consider with new construction:*

During construction, county departments and courts would need to be relocated. Unless there is another alternative locally, temporary office trailers would need to be leased. This also presents a challenge in finding a suitable location to place the trailers.



**-73.6%**

Purchasing 393 and 330 represents a **73.6% cost savings** over new construction.



**-4 YEARS**

New construction would put departments and courts in upheaval for four years, significantly reducing work efficiency. In comparison, purchasing 393 and 330 offers a **four-year savings** over the costs and disruptions associated with new construction.



**-2 YEARS**

The Commission has received “temporary approval” from the WV Supreme Court. The Commission meets final approval **2-years early**.

# REVIEW TIMELINE

PAGE 1 OF 7  
(1990- 2019)



## 1990-2016

Expansion of the Charles Town campus begins.

- All buildings within the 100 block of East Washington Street are acquired and occupied by County departments.
- St. Margaret's Judicial Building opens.
- The Old County Jail was renovated for court and office space.
- The Sheriff's office relocates to Bardane.
- The Gray Building was acquired for the Prosecuting Attorney's office.
- Expansions are limited to those immediately necessary- no strategic planning for future needs.



## 2019

The County Commission identifies need for significant building improvements to meet code, access, and space needs. The Commission approves first space study to ascertain needs and understand options.



## MAY 2019

Planning began regarding a new County administrative building. A working group was formed, including the county administrator, county engineer, finance director, facilities director, and County Commission President. The proposed location was East Washington Street, between the Courthouse and the Hunter House.

2019- 2024



# REVIEW TIMELINE

PAGE 2 OF 7  
(2019-2024)

## > AUGUST 2019

The County Commission approved releasing a Request for Qualifications (RFQ) to select professional architectural and engineering firms for a space feasibility study and design work for the new facility.

## > OCTOBER 2019

RFQs were received, evaluated, and shortlisted by the working group.

## > NOVEMBER 2019

Shortlisted professional architectural and engineering firms present their proposals to the working group.

## > DECEMBER 2019

Contract negotiations begin with professional architectural and engineering firms for a space feasibility study and design work for the new facility

## > 2020- 2024

Space and building issues compound:

- Parking becomes progressively an issue including staff returning home because they are unable to park near the Charles Town campus.
- Constituents became increasingly upset about issues navigating the Charles Town campus and access to buildings and seating at Commission meetings.
- Staff often have to relocate because of sensitivity to mold or Sick Building Syndrome (SBS).

# REVIEW TIMELINE

PAGE 3 OF 7  
(2020-2023)



JANUARY 2020

The County Commission approved the contract with ZMM Architects & Engineers.



MARCH 2020

The plans to construct a new courthouse ended due to the COVID-19 pandemic.



JUNE 2022

The Director of Fleet & Facilities Management (FFM) began discussions with magistrates regarding courtroom space needs, anticipating the addition of a fourth magistrate in Jefferson County.



JANUARY 2023

The West Virginia Supreme Court's administrative offices conducted a study to assess court space needs. Pending Supreme Court approval, a fourth magistrate would appear on the 2024 ballot.



# REVIEW TIMELINE

PAGE 4 OF 7  
(2023)



## MARCH 2023

The FFM Director revisited the 2020 contract with ZMM. ZMM agreed to honor the original contract pricing and amended the contract to explore the option of purchasing an existing building rather than constructing a new one. This was approved for the FY24 budget deliberations.



## APRIL 2023

Official approval was granted for a fourth magistrate in Jefferson County by the West Virginia Supreme Court. Office space would be needed for the new magistrate and assistant by January 2025.



## JULY 2023

A space feasibility study kick-off meeting took place between ZMM and county staff.



## SEPTEMBER 2023

County departments and elected officials were interviewed regarding their space needs at the Charles Town campus. Tours of downtown buildings and a potential space at 330 North George Street (330) were conducted.

2024



# REVIEW TIMELINE

PAGE 5 OF 7  
(2024)

2024



## FEBRUARY 2024

The architect submitted a block space plan for the 330 building. It was determined that this building did not meet current space needs for governmental offices nor did it allow for future growth for those offices.



## MARCH 2024

Discussions continued with ZMM to reassess space issues, and temporary solutions for the fourth magistrate were explored in coordination with the WV Supreme Court and magistrates.



## APRIL 2024

County staff conducted a walkthrough and explored the option of purchasing a larger building at 393 North Lawrence Street (393).



## MAY 2024- PRESENT

Commission staff meet with representatives of Charles Town NOW and Charles Town staff regarding the future (generally) of the the Charles Town Commission campus.



## JUNE 2024

The FFM Director presented the county's office building and space needs challenges to the County Commission at their June 27th meeting.

# REVIEW TIMELINE

PAGE 6 OF 7  
(2024)

2025



## JULY 2024

Another walkthrough of the 393 building was conducted with ZMM.



## AUGUST 2024

ZMM provided a space block plan for the 393 building. The County Administrator and FFM Director met with elected officials, who approved minor revisions, agreeing that the plan met their space needs.

The County Commission reviewed the space block plan for the 393 building in executive session.

Minor renovations were completed at St. Margaret's Judicial Center to temporarily accommodate the fourth magistrate and assistant. The Supreme Court approves these renovations as temporary until non-court staff can be relocated.



## OCTOBER 2024

Additional walkthroughs of the 393 building were conducted by County staff.



## NOVEMBER 2024

Building walkthrough to evaluate information technology infrastructure.

Walkthrough with elected officials who approved of the building and plans for their offices.

# REVIEW TIMELINE

PAGE 7 OF 7  
(2025)



## EARLY 2025

At the direction of the Commission, staff begin working with ZMM to develop block plans for the 330 building.



## FEBRUARY 2025

Commission staff take key members of the judiciary to the 330 building to review draft block plans and seek input on the building as the future site of Jefferson County's judicial complex.

The Commission requests an extension on the due diligence period in order to consider the purchase of 330.



## MARCH 2025

The Jefferson County Commission counter-signed a purchase and sale agreement for 330 N. George Street at a reduced rate of \$154 per square foot—lower than the \$158 per square foot price previously agreed to for 393 N. Lawrence Street. Both purchase and sale agreements include furnishings.

# OUR INVESTMENT

Building Purchase	Status	Total
Down payment	<u>Estimated</u>	\$7.552 million
Financing	<u>Estimated</u>	\$16 million
Agreed upon price	Final	\$23.552 million

Sources	Status	Annual	10 year
Amount saved for the future building (Capital Outlay)	Actual	Current: \$17,741,088	Current: \$17,741,088
Annual Repair Savings	<u>Estimated</u>	\$200,000	\$2,000,000
Annual Energy & Operational Savings	<u>Estimated</u>	\$286,000	\$2,860,000
Additional impact fees collected specially for the building repayment	<u>Estimated</u>	\$568,342*	\$5,683,420*

Note: The Commission is currently reevaluating impact fees to incorporate the purchase of 330 N. George Street. As a result, the total impact fee amount is expected to increase.



# NEXT STEPS

Signing the Purchase and Sale Agreement is just the initial step toward acquiring the new governmental and judicial complex. Now begins the critical due diligence period, during which the Commission has until July 7th, to complete essential tasks such as securing financing, conducting ordinance reviews by the Building Commission, and performing thorough building and land inspections.

Should the purchase proceed, the next phase will involve finalizing build-out plans, relocating departments and courts into the new facilities, and collaborating with Charles Town to regarding next steps with current Charles Town campus.

The Commission has already taken a proactive step by designating the Bardane campus as the strategic site for Jefferson County's first-of-its-kind Public Safety Center.

## JULY 7, 2025

Possible closing on the building after due diligence

## JULY 2025- DECEMBER 2026, EST.

Building build out and department move.

The Commission identifies sources of funds to build out the judicial complex.

Commission works with stakeholders regarding the current Charles Town buildings.

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY

IN RE: THE ACQUISITION BY THE JEFFERSON COUNTY BUILDING COMMISSION OF CERTAIN PROPERTY LOCATED AT 393 NORTH LAWRENCE STREET AND 330 NORTH GEORGE STREET, CHARLES TOWN, WEST VIRGINIA; THE DESIGN, CONSTRUCTION, RENOVATION, IMPROVEMENT, FURNISHING AND EQUIPPING OF SAID PROPERTY BY THE JEFFERSON COUNTY BUILDING COMMISSION FOR USE AS A NEW JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX (THE “PROJECT”); AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN THE JEFFERSON COUNTY BUILDING COMMISSION, AS LESSOR, AND THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, AS LESSEE; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT TO BE USED IN CONNECTION WITH THE SALE OF THE BONDS, AS DEFINED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AND THE ACKNOWLEDGEMENT AND AGREEMENT OF A BOND PURCHASE AGREEMENT BETWEEN THE JEFFERSON COUNTY BUILDING COMMISSION AND THE UNDERWRITER FOR THE BONDS TO BE ISSUED BY THE JEFFERSON COUNTY BUILDING COMMISSION TO FINANCE A PORTION OF THE COSTS OF THE PROJECT; AND AUTHORIZING OTHER NECESSARY ACTIONS IN CONNECTION WITH THE FOREGOING.

**ORDER**

**WHEREAS**, The County Commission of Jefferson County (the “County Commission”) desires that the Jefferson County Building Commission (the “Building Commission”) acquire certain real estate, together with the improvements thereon, located at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia (the “Property”), for the purpose of designing, constructing, renovating, improving, furnishing and equipping the Property as a new Jefferson County Government and Judicial Complex (the “Project”), which Property is to be leased to the County Commission by the Building Commission, the costs of the Project to be financed in part with proceeds of the Bonds (defined herein) to be issued by the Building Commission; and

**WHEREAS**, in order to finance costs of the Project, the County Commission desires that the Building Commission issue its Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025, in an aggregate principal amount of not more than \$16,000,000 (the “Bonds”); and

**WHEREAS**, the County Commission desires to lease the Property from the Building Commission in accordance with the terms and provisions of the Lease Agreement between the Building Commission, as Lessor, and the County Commission, as Lessee (the “Lease”), the proposed form of which is attached hereto as Exhibit A; and

**WHEREAS**, the Building Commission intends to enter into a Bond Purchase Agreement (defined herein) with Carty, Harding & Hearn, Inc. (the “Underwriter”), acknowledged and agreed to by the County Commission, relating to the purchase by the Underwriter of the Bonds, the proposed form of which Bond Purchase Agreement is attached hereto as Exhibit B (the “Bond Purchase Agreement”); and

**WHEREAS**, the proceeds of the Bonds will be used to finance a portion of the costs of the Project and the costs of issuing the Bonds and the balance of such costs of the Project and of issuing the Bonds not paid with proceeds of the Bonds will be paid with other funds of the County Commission lawfully available for such purpose; and

**WHEREAS**, the County Commission has determined that (i) there is an urgent need by the County Commission for the acquisition, design, construction, improvement, furnishing and equipping of the Project to be financed in part with the proceeds of the Bonds and to be leased to the County Commission as described herein, and (ii) that the financing structure described herein is the most efficient method to finance the proposed Project.

**NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA THAT:**

1. The County Commission hereby approves the issuance of the Bonds by the Building Commission and further approves the acquisition by the Building Commission of the Property.

2. The County Commission shall be and is hereby authorized to enter into the Lease with the Building Commission to lease the Property, as constructed, renovated, improved, furnished and equipped by the Project, from the Building Commission for an amount of rent equal to the scheduled bond payments payable by the Building Commission with respect to the

Bonds and which Lease with the Building Commission will require the County Commission to perform certain other duties and obligations and to pay certain costs and expenses relating to such Property and the financing thereof as to be more specifically set out in said Lease as additional consideration for said Lease.

3. The President and Clerk of the County Commission are hereby authorized and directed to execute and deliver on behalf of the County Commission the Lease substantially in the form attached hereto as Exhibit A, with such changes, insertions and omissions as may be approved by the President, such approval to be evidenced by the execution of the Lease by the President.

4. The President of the County Commission is hereby authorized and directed to execute and deliver on behalf of the County Commission the Bond Purchase Agreement substantially in the form attached hereto as Exhibit B, such acknowledgement and approval to be evidenced by the execution of the Bond Purchase Agreement by the President.

5. The Borrower Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds attached hereto as Exhibit C are hereby adopted and approved.

6. The Procedures for Compliance with Obligations under Continuing Disclosure Undertakings attached hereto as Exhibit D are hereby adopted and approved.

7. The procurement of bond insurance for the Bonds is hereby authorized and approved subject to the provisions of this paragraph 7. In connection therewith:

A. The acceptance of a Municipal Bond Insurance Policy offered by Build America Mutual Assurance Company to insure the scheduled payment of principal of and interest on the Bonds is hereby authorized and directed if it is accepted in form and substance acceptable to the President of the County Commission and the County Commission receives a representation of the Underwriter that such Municipal Bond Insurance Policy will result in an interest cost savings with respect to the Bonds in excess of the premium to be paid by the Building Commission for such Municipal Bond Insurance Policy. Accordingly, the County Commission is hereby authorized and directed to accept a Municipal Bond Insurance

Commitment from Build America Mutual Assurance Company (the “Insurance Commitment”), if it is in form and substance acceptable to the President of the County Commission and the County Commission receives a representation of the Underwriter that the related Municipal Bond Insurance Policy will result in an interest cost savings with respect to the Bonds in excess of the premium to be paid by the Building Commission for such Municipal Bond Insurance Policy, and all prior actions taken by the officers, employees and agents of the County Commission with respect to the such Municipal Bond Insurance Policy and Insurance Commitment are hereby ratified and affirmed in all respects.

B. If the Insurance Commitment is accepted in accordance with A above, the President of the County Commission is hereby authorized and directed to execute and deliver such Insurance Commitment, together with all other documents relating thereto, on behalf of the County Commission. Upon such execution and delivery of the Insurance Commitment by the President of the County Commission, the Insurance Commitment shall be maintained in the records of the County Commission and by the Clerk of the County Commission with the minutes of the meeting of the County Commission at which this Order was adopted. The covenants and provisions which are required by Build America Mutual Assurance Company as a condition precedent to the issuance of its Municipal Bond Insurance Policy for the Bonds shall thereupon be incorporated in this Order by reference and made a part hereof and all documents authorized hereby and to be applicable to the Bonds.

8. The President, Clerk and other officers of the County Commission are hereby authorized, and directed to execute, as applicable, and deliver on behalf of the County Commission such agreements, certificates and other documents, including without limitation, a continuing disclosure certificate, a preliminary official statement, an official statement, a Rule 15c2-12 certificate and a tax certificate, in connection with the issuance of the Bonds in such forms as may be approved by the President of the County Commission, the execution of the subject document by the President of the County Commission to be conclusive evidence of such approval. The President, Clerk and other officers of the County Commission are hereby further authorized and directed to take all other actions relating to the Lease, the issuance of the Bonds, the Project, the Property or otherwise with respect to the transactions contemplated by this Order. The Clerk of the County Commission is hereby authorized and directed to attest the Deed, and

any other documents relating to the Bonds that the Clerk reasonably determines should be so attested and to affix the seal of the County Commission thereon. All prior acts taken by the President, Clerk and other officers and agents of the County Commission in connection therewith are hereby ratified and affirmed in every respect.

This Order shall be effective upon passage.

Ordered by The County Commission of Jefferson County on this the 5th day of June 2025.

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President of The County Commission of  
Jefferson County

[SEAL]

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Clerk of The County Commission  
of Jefferson County

**EXHIBIT A**  
**LEASE AGREEMENT**

**EXHIBIT B**

**BOND PURCHASE AGREEMENT**

**EXHIBIT C**

**BORROWER POST-ISSUANCE TAX COMPLIANCE PROCEDURES**  
**FOR TAX-EXEMPT BONDS**

**EXHIBIT D**

**PROCEDURES FOR COMPLIANCE WITH OBLIGATIONS UNDER  
CONTINUING DISCLOSURE UNDERTAKINGS**

## LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of \_\_\_\_\_, 2025, to be effective as of \_\_\_\_\_, 2025, by and between the JEFFERSON COUNTY BUILDING COMMISSION (the “Lessor”), whose mailing address is 124 East Washington Street, Charles Town, West Virginia 25414, and THE COUNTY COMMISSION OF JEFFERSON COUNTY, [WEST VIRGINIA,] whose mailing address is 124 East Washington Street, Charles Town, West Virginia 25414 (the “Lessee”).

### WITNESSETH:

WHEREAS, Lessor is a building commission and public corporation created pursuant to and in accordance with Article 33, Chapter 8 of the Code of West Virginia, 1931, as amended (the “Act”) and is authorized by the Act to acquire, purchase, own and hold real property and to construct, equip, maintain and operate a public building of any type for which the Lessee, being the governmental body creating such building commission, is permitted by law to expend public funds; and to lease its property or any part thereof for public purposes;

WHEREAS, the Lessee is a county commission and public corporation of the State of West Virginia, and is authorized by applicable law to lease any interest in land for the use or benefit of the inhabitants of Jefferson County, West Virginia;

WHEREAS, the Lessee has determined that there is a need for the acquisition, design, construction, renovation, improvement, furnishing and equipping of the tracts or parcels of land together with the improvements thereon and appurtenances thereunto belonging, located at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia, including without limitation any improvements, furnishings or equipment resulting from the Project, as hereinafter defined, as further described on Exhibit A, which is attached hereto and made a part hereof (the “Leased Property”), which tracts or parcels of land are further described on Exhibit A, which is attached hereto and made a part hereof, in accordance with the plans and specifications prepared by ZMM LLC, also known as ZMM Architects and Engineers, the Architects for the Project, as hereinafter defined, to be used by the Lessee as a Government and Judicial Complex (the “Project”); and

WHEREAS, at the request of Lessee, the Lessor has issued its Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025 (the “Bonds”) in the aggregate principal amount of \$[16,000,000] for the purposes of (i) financing costs of the acquisition, design, construction, renovation, improvement, furnishing and equipping of the Project, (ii) paying the premium for a municipal bond insurance policy from Build America Mutual Assurance Company guaranteeing the scheduled payment of the principal of and interest on the Bonds when due, and (iii) paying costs of issuing the Bonds and related costs; and

WHEREAS, the Lessor is willing to lease the Leased Property, including without limitation any other personal property purchased with the proceeds of the Bonds, and the Lessee desires to lease the same from the Lessor, upon the terms and conditions and for the purposes set forth herein;

WHEREAS, the Lessor is empowered to enter into this Lease pursuant to applicable law, including particularly Sections 1-5-3 and 8-33-4(l) of the Code of West Virginia of 1931, as amended;

WHEREAS, the Lessee is empowered to enter into this Lease pursuant to applicable law, including particularly Section 7-3-5 of the Code of West Virginia of 1931, as amended;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** All words and phrases defined in Article I of the Indenture shall have the same meaning when used in this Lease. In addition to the foregoing and the definitions set forth in the recitals above, the following words and phrases shall have the following meanings for all purposes of this Lease:

“Additional Rentals” shall mean the amount or amounts payable by the Lessee pursuant to Section 4.01(b) hereof.

“Authorized Lessee Representative” shall mean the President of the Lessee or any other person or persons at the time designated, by written certificate furnished to the Lessor and the Trustee, as a person or persons authorized to act on behalf of the Lessee. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the Lessee by its President and may designate an alternate or alternates. The Authorized Lessee Representative may, but need not, be an employee of the Lessee.

“Base Rental Payment Commencement Date” shall mean \_\_\_\_\_, 202\_, which is the date on which the Lessee becomes obligated to commence payment of Base Rentals hereunder pursuant to Section 4.01(a) hereof.

“Base Rental Payment Date” shall mean \_\_\_\_\_, 202\_, and the \_\_\_\_\_ day of each \_\_\_\_\_ and \_\_\_\_\_ thereafter during the term of the Lease.

“Base Rentals” shall mean the amount or amounts payable by the Lessee pursuant to Section 4.01(a) hereof in consideration of the use and enjoyment of the Leased Property during the term of this Lease.

“Bond Counsel” shall mean any counsel experienced in matters relating to tax-exemption of interest on bonds of states and their political subdivisions and listed in *The Bond Buyer’s Municipal Marketplace*, or similar publication.

“Bonds” means the \$[16,000,000] in aggregate principal amount of the Jefferson County Building Commission Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project), Series 2025 and any Additional Bonds issued by the Lessor pursuant to the Indenture.

“Costs” means (a) legal, administrative, financial, accounting, printing and other fees, expenses and costs incurred in connection with the authorization, issuance, sale and delivery of the Bonds; (b) the cost of design, acquisition, construction, renovation, improvement, furnishing and equipping of the Project; (c) the premium for a municipal bond insurance policy from Build America Mutual Assurance Company guaranteeing the scheduled payment of the principal of and interest on the Bonds when due; and (d) all other necessary or incidental costs, fees, expenses and charges not specifically enumerated above which are properly chargeable to the design, acquisition, construction, renovation, improvement, furnishing and equipping of the Project or the placing of the same in service or the financing authorized by the Indenture, including without limitation interest on the Bonds during construction and for a period of six months thereafter.

“Credit Line Deed of Trust” shall mean that certain Credit Line Deed of Trust and Security Agreement dated as of the date hereof between Lessor, as Grantor, and Camden P. Siegrist and Corey Bonasso, as Trustees.

“Completion Date” shall mean the date of completion of the Project and of final acceptance thereof by Lessee, all as evidenced by the delivery of the completion certificate required by the Indenture.

“Event of Default” shall mean one or more of the events described in Section 11.01 hereof.

“Event of Nonappropriation” shall mean a nonrenewal of the term of the Lease by the Lessee, determined by the failure of the governing body of the Lessee to appropriate, specifically with respect to the Lease, moneys sufficient (after taking into account any moneys legally available for such purpose) to pay the Base Rentals, as defined herein, that would be payable during the next succeeding Renewal Term and reasonably estimated Additional Rentals for the next succeeding Renewal Term as provided herein or determined by the unavailability of such moneys for such purpose for any other reason. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the Lessee is obligated to provide written notice with respect to any failure by the Lessee to make such appropriations pursuant to Section 3.01 hereof, or on any earlier or later date (but in any event no later than June 30 of any year) on which the Trustee received written notice from the Lessee that the term of the Lease will not be renewed; provided, however, that the Trustee may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time if, in the Trustee’s judgment, such waiver is in the best interests of the owners of the Bonds, except as otherwise provided in Section 4.06(a) hereof.

“Fiscal Year” shall mean the twelve-month period of Lessee, which commences July 1 of every year and ends on the following June 30.

“Indenture” shall mean that certain Bond Indenture and Security Agreement, dated as of the date hereof, between the Lessor, as trustor, and the Trustee, and any amendments and supplements thereto as therein provided.

“Initial Term” shall have the meaning specified in Section 3.01 hereof.

“Lease” shall mean this Lease Agreement, including any Exhibits and Schedules attached hereto and incorporated herein, and any amendments and supplements hereto as herein and in the Indenture provided.

“Leased Property” means those tracts or parcels of land together with the improvements thereon and appurtenances thereunto belonging, located at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia, including without limitation any improvements, furnishings or equipment resulting from the Project, which tracts or parcels of land are further described on Exhibit A, which is attached hereto and made a part hereof, and including without limitation any other personal property purchased with the proceeds of the Bonds.

“Lessee” shall mean The County Commission of Jefferson County, West Virginia, a county commission and public corporation, organized and existing under the laws of the State of West Virginia, in its capacity as lessee hereunder, and any public body or public corporation succeeding to its rights and obligations under this Lease. Any reference herein to the “governing body” of the Lessee shall refer to the duly elected members of The County Commission of Jefferson County, West Virginia, and to any successor governing body as authorized by applicable law.

“Lessor” shall mean the Jefferson County Building Commission, a public corporation performing essential governmental functions on behalf of The County Commission of Jefferson County, West Virginia, and any successors to the duties or functions of the Lessor.

“Project” means the acquisition, design, construction, renovation, improvement, furnishing and equipping of the real estate together with the improvements thereon, located on the Property at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia, in accordance with the plans and specifications prepared by ZMM LLC, also known as ZMM Architects and Engineers, the Architects for such Project, to be used initially by the Lessee as a Government and Judicial Complex for Jefferson County and the inhabitants thereof, which Property has been acquired by the Lessor on the effective date hereof and will initially be leased by the Lessor to the Lessee pursuant to this Lease.

“Purchase Price” shall mean the amount payable by the Lessee to purchase the Leased Property pursuant to Section 10.01 hereof.

“Renewal Term” shall have the meaning specified in Section 3.01 hereof.

“Rentals” shall mean the total amount of the Base Rentals and the Additional Rentals payable during the Initial Term and each Renewal Term hereunder.

“Term of the Lease” or “Term of this Lease” with respect to the possessory interest of the Lessee shall mean the Initial Term and any Renewal Terms as to which the Lessee exercises its option to renew the term of the Lease as provided in Section 3.01 hereof.

“Trustee” shall mean \_\_\_\_\_, a \_\_\_\_\_ banking corporation authorized to do business in the State of West Virginia, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

## ARTICLE II

### DEMISE; DESIGN, CONSTRUCTION AND EQUIPPING OF PROJECT; ISSUANCE OF BONDS

**Section 2.01. Demise of the Leased Property.** The Lessor does hereby rent, lease and demise to the Lessee, and the Lessee does hereby take, accept and lease from the Lessor, from and after the date hereof, the Leased Property, on the terms and conditions and for the purposes herein set forth, together with all easements, rights and appurtenances in connection therewith or thereto belonging, to have and to hold for the term of the Lease.

**Section 2.02. Agreement to Acquire, Design, Construct, Renovate, Improve, Furnish and Equip the Project.** The Lessee agrees to design, acquire construct, renovate, improve, furnish and equip the Project in accordance with the plans and specifications prepared by ZMM LLC, also known as ZMM Architects and Engineers, the Architects for the Project, presented to the Lessor and maintained at the offices of the Lessee, and it is provided and agreed that the Project and all improvements thereto shall remain the property of the Lessor subject to the rights of the Lessee therein under this Lease.

**Section 2.03. Disbursements from the Acquisition Fund.** The Lessor has, in the Indenture, authorized and directed the Trustee to make payments from the Acquisition Fund to pay the Costs of the Project, including without limitation costs of issuing the Bonds, to or on behalf of the lessee (but for no other purpose) upon receipt by the Trustee of a completed requisition signed by an Authorized Lessee Representative substantially in the form of Exhibit D to the Indenture.

**Section 2.04. Lessee Required to Pay in Event Acquisition Fund Insufficient.** In the event the moneys in the Acquisition Fund available for payment of the Costs of the Project should not be sufficient to pay the Costs of the Project in full, the Lessee agrees to pay that portion of the Costs of the Project in excess of the moneys available therefor in the Acquisition Fund. The Lessor does not make any warranty, either express or implied, that the moneys paid into the Acquisition Fund and available for payment of the Costs of the Project will be sufficient to pay all of the Costs of the Project. The Lessee agrees that if after exhaustion of the moneys in the Acquisition Fund the Lessee should pay any portion of the costs of the Project pursuant to

this Section, the Lessee shall not be entitled to any reimbursement therefor from the Lessor or from the Trustee or from the holders of any of the Bonds, nor shall it be entitled to any diminution of the Rentals payable hereunder.

**Section 2.05. Agreement to Issue Bonds; Application of Bond Proceeds.** In order to provide funds for payment of the Costs of the Project, the Lessor, concurrently with the execution of this Lease, will issue, sell and deliver the Bonds and deposit the proceeds thereof with the Trustee in accordance with Article VI of the Indenture.

**Section 2.06. Essentiality of Leased Property.** Lessee represents and warrants that (a) the use of the Leased Property is essential to its proper, efficient and economic functioning and to the services it provides to its citizens; (b) the Lessee has an immediate and continuing need for the use of the Leased Property, which is not temporary or expected to diminish in the foreseeable future; and (c) the Leased Property will be used by the Lessee only for the purpose of performing one or more of its governmental functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity other than by Lessee or another governmental unit.

**Section 2.07. Municipal Bond Insurance.** The Lessor has purchased a Municipal Bond Insurance Policy from Build America Mutual Assurance Company as Bond Insurer for the Bonds. Such Municipal Bond Insurance Policy requires additional covenants and provisions of the Lessor or Lessee as a condition to insuring the Bonds. To the extent permitted by applicable law, the additional covenants and provisions contained in the exhibit to the Municipal Bond Insurance Commitment of the Bond Insurer, including without limitation the provisions included in Exhibit B attached hereto, are hereby incorporated into this Lease which shall be controlling in the event any other provision of this Lease may be in conflict therewith.

### ARTICLE III

#### TERM OF THE LEASE

**Section 3.01. Commencement of the Term of the Lease.** The initial term of this Lease shall commence as of \_\_\_\_\_, 2025, and shall expire at midnight on June 30, 2026 (the “Initial Term”), subject to the Lessee’s option to extend the term of this Lease \_\_\_\_\_ ( ) for additional and consecutive one-year renewal terms commencing July 1, 2026 (herein referred to individually as the “Renewal Term” and collectively as the “Renewal Terms”). The terms and conditions of this Lease during any Renewal Term shall be the same as the terms and conditions during the Initial Term. Each option shall be deemed to have been exercised by the Lessee unless the Lessee shall deliver to the Lessor and the Trustee written notice no later than June 15, next preceding the expiration of the Initial Term or the then current Renewal Term stating the Lessee’s intention to not renew or extend the term of this Lease for the succeeding Renewal Term because of the failure of the governing body of the Lessee to appropriate funds sufficient for the purpose of paying the Base Rentals and reasonably estimated Additional Rentals to become due during such succeeding Renewal Term; provided, however, it shall be the failure of the governing body to make the subject appropriation and not the giving of such notice that shall constitute an Event of Nonappropriation. The option to renew hereby granted may not be

exercised at any time during which an Event of Default has occurred and is then continuing under any of the terms of this Lease; provided, however, that if the Event of Default complained of (money payments excepted) is of such nature that the same is curable but not within the period allowed for curing such Event of Default, then the right of the Lessee to exercise the option to renew hereby granted shall not be suspended if the Lessee shall have promptly commenced within such period to comply with the provisions hereof which shall have been breached by it and if and so long as the Lessee shall, with diligence and continuity, proceed to cure such Event of Default.

**Section 3.02. Expiration or Termination of the Term of the Lease.** The term of the Lease will expire or terminate, as appropriate, as to the Lessee's right of possession of the Leased Property as described in Section 3.03 hereof upon the first to occur of any of the following events: (a) the expiration of the Initial Term or any Renewal Term during which there occurs an Event of Nonappropriation (which is not thereafter waived by the Trustee as herein provided); (b) an Event of Default and a termination of the term of the Lease as to the possessory interest of the Lessee by the Trustee as herein provided; (c) \_\_\_\_\_, 20\_\_, or such earlier or later date as the Bonds are paid in full; or (d) the exercise by Lessee of its right under § 8-33-4(l) of the Code of West Virginia of 1931, as amended, to terminate this lease during any Fiscal Year by giving 30 days' written notice prior to the last day of the succeeding month.

**Section 3.03. Effect on the Lessee of Expiration or Termination of the Term of the Lease.** The expiration or termination of the term of the Lease as to the Lessee's right of possession and use of the Leased Property pursuant to Section 3.02 hereof shall terminate all obligations of the Lessee hereunder (except to the extent that the Lessee incurred any obligation to pay Rentals from moneys theretofore appropriated and available for such purpose) and shall terminate the Lessee's rights of use and occupancy of the Leased Property.

## ARTICLE IV

### RENTALS PAYABLE

**Section 4.01. Rentals Payable.** The Lessee shall pay the Base Rentals and the Additional Rentals in the amounts, at the times and in the manner set forth herein, said amounts constituting in the aggregate the total of the annual Rentals payable under this Lease, as follows:

(a) Base Rentals. The Lessee agrees, subject to the availability of appropriations of funds therefor and other moneys legally available for the purpose, and otherwise subject to the limitations of Section 4.03 hereof, to pay to the Trustee for the account of the Lessor, as provided in Section 4.05 hereof, in arrears on each Base Rental Payment Date Base Rental representing the principal installments and interest payments required to be paid by the Trustee with respect to the Bonds on the next succeeding Interest Payment Date pursuant to the Indenture, LESS any interest or other investment earnings on the Principal Account and Interest Account under the Indenture applied to such principal installments and interest payments pursuant to Section 7.02(b) of the Indenture, which Base Rental payments shall be payable on the \_\_\_ day of each \_\_\_\_\_ and \_\_\_\_\_ (or on the immediately preceding Business Day if such day is not a Business Day) commencing on the \_\_\_ day of

\_\_\_\_\_ 202\_. During the term of the Lease, said Base Rentals shall be paid as described in this Section providing for the use of the Leased Property during each of the succeeding Renewal Terms as to which the Lessee has exercised its option to extend the term of the Lease pursuant to Section 3.01 hereof.

(b) Additional Rentals. In addition to the Base Rentals hereinabove set forth, and as part of the total Rentals during the Initial Term and each Renewal Term during the term of the Lease, the Lessee shall pay on a timely basis, but only from legally available funds appropriated for such purposes or otherwise legally available therefor, to the parties entitled thereto an amount or amounts (the “Additional Rentals”) to which the following items apply or relate, equivalent to the sum of the following:

(i) the annual administrative fee of the Trustee for the ordinary services of the Trustee rendered and its ordinary expenses incurred under the Indenture;

(ii) the reasonable fees and charges of the Trustee, any paying agent and any registrar appointed under the Indenture with respect to the Bonds for acting as trustee, paying agent and registrar as provided in the Indenture;

(iii) the reasonable fees and charges of the Trustee for extraordinary services rendered by it and extraordinary expenses, including legal expenses, incurred by it as Trustee under the Indenture;

(iv) the reasonable fees and out-of-pocket expenses of the Lessor relating to the Leased Property not otherwise required to be paid by the Lessee under the terms of this Lease, including but not limited to all costs of legal, accounting and auditing services;

(v) the costs of maintenance, operation and repair with respect to the Leased Property and utility charges as required under Article V hereof;

(vi) the costs of casualty, public liability, property damage and workers’ compensation insurance as required under Article VI hereof;

(vii) the costs of taxes and governmental charges and assessments as required under Article VII hereof;

(viii) an amount equal to any franchise, succession, capital levy or transfer tax, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy (however denominated) levied, assessed or imposed by the State of West Virginia or any political subdivision thereof upon the Base Rentals payable hereunder or upon the Leased Property or any of the revenues; and

(ix) any amount of interest required to be paid on any of the foregoing items as a result of the Lessee's failure to pay any such items when due, as required by Section 4.05 hereof.

(c) The foregoing Base Rentals and Additional Rentals shall be paid by the Lessee solely from funds of the Lessee lawfully available for such purpose.

(d) In addition to the Rentals provided above, the Lessee shall be required to pay the sums reasonably necessary to complete the acquisition, construction, renovation, completion, furnishing and equipping of the Leased Property, which amount shall be paid by the Lessee to the Trustee to be deposited in the Acquisition Fund created under the Indenture and disbursed by the Trustee for such purposes in accordance with the Indenture and shall be payable from funds duly budgeted for and legally available for such purpose.

**Section 4.02. Covenant to Request Appropriations.** (a) During the term of the Lease, the Lessee covenants and agrees (i) to include in its annual tentative budget prepared in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any moneys then legally available for such purpose) to pay the Base Rentals for the Leased Premises and reasonably estimated Additional Rentals for the Leased Property during the next succeeding Renewal Term, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Base Rentals and reasonably estimated Additional Rentals, including all such actions for such purpose as may be required under the laws of the State of West Virginia.

(b) The Lessee further covenants to notify the Lessor and the Trustee in writing no later than June 15 of each year during the term of the Lease of any failure of the governing body to make appropriations for such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term.

**Section 4.03. Limitations on Liability.** (a) Nothing herein shall be construed to require the governing body of the Lessee to appropriate any money to pay any Rentals for any Renewal Term hereunder. If the Lessee fails to pay any portion of the Rentals which are due hereunder or an Event of Default hereunder or an Event of Nonappropriation occurs, the Lessee shall immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such Renewal Term, in the case of an Event of Nonappropriation) quit and vacate the Leased Property, and its obligation to pay any Rentals (except for Rentals theretofore appropriated and then available for such purpose) shall thereupon cease, it being understood between the parties that neither the State of West Virginia nor any political subdivision thereof, except the Lessee as provided herein, is obligated to pay any Rentals due to the Lessor hereunder. Should the Lessee fail to pay any portion of the required Rentals and then fail immediately to quit and vacate the Leased Property, the Trustee in accordance with the Indenture may immediately bring legal action to evict the Lessee from the Leased Property (but not for money damages except as hereinafter and in the Indenture provided) and commence proceedings to foreclose the lien of the Indenture pursuant to the Indenture and the lien pursuant to the Credit

Line Deed of Trust. The Lessee hereby agrees, to the extent permitted by law, to pay as damages (but only from legally available funds appropriated for such purpose or otherwise legally available therefor) for its failure immediately to quit and vacate the Leased Property upon termination of the Initial Term or the then current Renewal Term, as the case may be, of the Lease in violation of the terms hereof an amount equal to the Base Rentals otherwise payable during such period prorated on a daily basis and any reasonable Additional Rentals attributable to such period on the basis of the services provided.

(b) The Rentals constitute current expenses of the Lessee, and the Lessee's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the then current Fiscal Year.

**Section 4.04. Base Rentals Assigned; Unconditional Obligation.** It is understood and agreed that all Base Rentals payable under Section 4.01(a) hereof by the Lessee are assigned to the Trustee pursuant to the Indenture. The Lessee assents to such assignment, and hereby agrees that its obligation to pay the Base Rentals and the Additional Rentals from legally available funds appropriated for such purpose shall be absolute and unconditional and, except as expressly herein provided, shall not be subject to any defense or any right of setoff, counterclaim, abatement or recoupment arising out of any breach by the Lessor of any obligation to the Lessee, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Lessee by the Lessor.

**Section 4.05. Payment.** Each Base Rental payment shall be paid in lawful money of the United States of America, in funds which shall be immediately available on the Base Rental Payment Date on which they are due. Each Base Rental payment shall be paid at the principal corporate trust office of the Trustee in \_\_\_\_\_, West Virginia, or at such other place or places as may be set forth in the Indenture. Each Additional Rental payment shall be paid in lawful money of the United States of America at the appropriate office as designated by the respective payees entitled to receive such Additional Rental. Each Base Rental payment and each Additional Rental payment which is not paid when due shall bear interest at the rate or rates of interest payable on the Bonds from the date on which the Base Rental payment or Additional Rental payment, as the case may be, becomes due until the same is paid.

**Section 4.06. Nonappropriation.** (a) In the event that sufficient funds (i) are not appropriated by the governing body of the Lessee prior to the beginning of any Renewal Term for the payment of the Base Rentals and reasonably estimated Additional Rentals payable during such Renewal Term, or (ii) are otherwise not legally available for such purpose (other than amounts on deposit in funds held under the Indenture), then an Event of Nonappropriation shall be deemed to have occurred. An Event of Nonappropriation shall also be deemed to have occurred (subject to waiver by the Trustee as hereinafter described) if, during the Initial Term or any Renewal Term, any Additional Rentals shall become due which were not included in the Lessee's final budget adopted by the governing body of the Lessee, or which exceed the amount included in such budget, and funds are not legally available (including funds legally available for such purpose under the Indenture) to the Lessee to pay such Additional Rentals within ninety (90) days after they are due. The Trustee may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time if, in the Trustee's judgment, such waiver is in the

best interests of the Holders of the Bonds; provided, however, that after June 30 of each year during the term of the Lease the Trustee shall not waive any Event of Nonappropriation which results from sufficient funds not being appropriated by the governing body of the Lessee for the payment of the Base Rentals that would be payable during the next succeeding Renewal Term. If an Event of Nonappropriation shall occur, the Lessee shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of Nonappropriation occurs, except for the Lessee's obligation to pay Rentals which are payable prior to the termination of the Lease; provided, however, that the Lessee shall continue to be liable for the amounts payable pursuant to Section 4.03(a) hereof during such time when the Lessee continues to use and occupy the Leased Property. The Trustee shall, upon the occurrence of an Event of Nonappropriation and a foreclosure of the lien of the Indenture and the Credit Line Deed of Trust have all rights and remedies to take possession of the Leased Property as trustee for the benefit of the owners of the Bonds.

(b) The parties hereto agree that, upon the occurrence of an Event of Nonappropriation (which is not waived) or an Event of Default (which is not waived), the Lessee shall have all responsibility for vacating the Leased Property and shall vacate the Leased Property immediately following such occurrence. Within thirty (30) days after the occurrence of an Event of Nonappropriation or an Event of Default, the Lessee shall provide the Trustee with a timetable for vacating the Leased Property.

## ARTICLE V

### MAINTENANCE AND OPERATION

**Section 5.01. Maintenance and Operation.** The Lessee shall, at its own expense, maintain, manage and operate the Leased Property in good order, condition and repair, ordinary wear and tear excepted. The Lessee shall provide or cause to be provided all security service, custodial service, janitor service, power, gas, telephone, light, heating and water, and all other public utility services. It is understood and agreed that in consideration of the payment by the Lessee of the Rentals herein provided for, the Lessor is only obligated to provide the Leased Property in the manner and to the extent herein provided, and the Lessor shall not have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Leased Property during the term of the Lease.

**Section 5.02. Care of the Leased Property.** (a) The Lessee shall take good care of the Leased Property, fixtures and appurtenances, and suffer no waste or injury thereto, ordinary wear and tear excepted. The Lessee shall pay for all damage to the Leased Property due to any act or omission or cause whatsoever.

(b) There shall be no allowance to the Lessee for a diminution in or abatement of Rentals and no liability on the part of the Lessor by reason of inconvenience, annoyance or injury to government operations arising or resulting from the Lessor, the Lessee or others making repairs, alterations, additions or improvements in or to any portion of the Leased Property, or in or to fixtures, appurtenances or equipment thereof, and no liability upon the Lessor or allowance for a diminution in or abatement of Rentals for failure of the Lessor or others to make any

repairs, alterations, additions or improvements in or to any portion of the Leased Property, or in or to the fixtures, appurtenances or equipment thereof. The foregoing shall not be construed to mean that the Lessor has any such obligations.

(c) The Lessor shall not be liable for, and there shall be no diminution in or abatement of Rentals for, any loss or damage to the Leased Property caused by vermin, rain, snow, liquids and semi-liquids or from storms that may leak into or flow from any part of the Leased Property through any defects in its roof, walls, windows, ceilings, plumbing or from any other source, or caused by any latent defect in the Leased Property.

**Section 5.03. Maintaining Exemption from Federal Income Taxation.** The Lessor and Lessee covenant that they will take any and all action necessary to maintain the exemption from federal income taxation of the interest on the Bonds, and that they will not perform or fail to perform any act or enter into any agreement or use or permit the use of the Leased Property or any portion thereof in a manner that shall have the effect of terminating or denying the exemption from federal income taxation of the interest on the Bonds, including, without limitation, leasing all or any portion of the Leased Property or contracting with a third party for use or operation of all or any portion of the Leased Property if entering into such lease or contract will have such effect.

## ARTICLE VI

### INSURANCE PROVISIONS

**Section 6.01. Insurance.** (a) The Lessee shall at all times maintain or cause to be maintained with responsible insurers all such insurance on the Leased Property (valued as defined below) which is customarily maintained with respect to properties of like character against accident to, loss of or damage to any properties. Notwithstanding the generality of the foregoing, the Lessee shall not be required to maintain or cause to be maintained any insurance which is not available from reputable insurers on the open market or more insurance than is specifically referred to below.

The Lessee shall from and after the date hereof and so long as the Lessee has possession of the Leased Property:

(i) Keep or cause to be kept a policy or policies of insurance against loss or damage to the Leased Property resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such perils ordinarily defined as “extended coverage” and other perils as the Lessor or Trustee and the Lessee may agree should be insured against, on forms and in amounts satisfactory to each. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Lessee. Such insurance shall be maintained in an amount not less than the principal amount of the then outstanding Bonds or the replacement cost of the Leased Property (such value to include amounts spent for construction of the Leased Property and architectural, engineering, legal and administrative fees, inspection and

supervision but excluding value attributable to the land), whichever amount is greater, subject to deductible conditions for any loss not to exceed \$10,000 for any loss, unless the Lessor or Trustee and the Lessee agree in writing that the amount of insurance may be reduced to an amount that shall not be less than the amount of then outstanding Bonds. The term “full insurable value” as used in this subsection shall mean the actual replacement cost, using the items of value set forth above, without deduction for physical depreciation. Said “full insurable value” shall be determined from time to time but not less frequently than once in every 36 months; and

(ii) Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Leased Property, and ground upon which it is situate, such insurance to afford protection to a limit of not less than \$1,000,000 combined single limit, including property damage liability insurance. Such insurance may be maintained in the form of a minimum \$1,000,000 single limit policy covering all such risks. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee.

All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of West Virginia except as otherwise hereinafter provided.

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be canceled or materially changed without at least thirty (30) days prior written notice to the Lessor and the Trustee. Certificates evidencing such policies shall be deposited with the Lessor and the Trustee together with appropriate evidence of payment of the premiums therefor, and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by the Lessor and the Trustee, copies of renewal or new policies or contracts or certificates shall be deposited with the Trustee together with evidence of payment of premiums therefor. Trustee and Lessor shall be named as co-insureds, additional insureds and, with respect to the Trustee, loss payee and mortgagee.

All policies of insurance (except the policy of public liability and property damage insurance) must provide that the proceeds thereof shall be payable to the Trustee. The net proceeds of fire and extended coverage insurance shall be deposited and applied pursuant to Article VI of the Indenture.

(b) Notwithstanding anything herein to the contrary, any policies of insurance that the Lessee is required to keep or cause to be kept pursuant to Section 6.01(a) hereof may be provided through any self-insurance program of the Lessee or in which the Lessee participates with other governmental units of the State of West Virginia. In such event, the Lessee shall cause the risk manager of its self-insurance program to issue certificates of coverage to the Trustee for any such risks covered by the self-insurance program and otherwise evidencing compliance with the requirements of Section 6.01(a) hereof which certificates of coverage shall be accompanied with an opinion of Lessee’s Counsel that the obligation of the Lessee under any

such self-insurance program are legal, binding and enforceable against the Lessee in accordance with their terms.

(c) The Lessee shall file with the Trustee annually within one hundred twenty (120) days after the close of each Fiscal Year commencing with its Fiscal Year ending on June 30, 2025, a written statement of the Lessee containing a summary of all insurance policies (including policies provided through any self-insurance program described in Section 6.01(b) hereof) then in effect with respect to the Leased Property.

## ARTICLE VII

### TAXES

**Section 7.01. Taxes.** (a) The Lessor and the Lessee understand and agree that the Leased Property constitute public property free and exempt from all taxation in accordance with applicable law, provided, however, that the Lessor agrees to cooperate with the Lessee, upon written request by the Lessee, to contest any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The Lessee agrees to reimburse the Lessor from Additional Rentals for any and all costs and expenses thus incurred by the Lessor.

(b) Notwithstanding Section 7.01(a) hereof, in the event that the Leased Property or any portion of the Rentals shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Leased Property or any portion of the Rentals, an Additional Rental shall be paid by the Lessee equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated hereunder to provide for Additional Rentals only for such installments as are required to be paid during the term of the Lease.

## ARTICLE VIII

### DAMAGE OR DESTRUCTION; CONDEMNATION

**Section 8.01. Damage, Destruction and Condemnation.** (a) If, during the term of the Lease, (i) the Leased Property or any portion thereof shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of the Leased Property or any portion thereof or the estate of the Lessee, the Lessor or the Trustee in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title; then, subject to Sections 3.02, 4.06(a) and 8.01(c) hereof, the Lessee shall continue to pay Base Rentals and Additional Rentals and to take such action as it shall deem necessary or appropriate to repair and replace the Leased Property, regardless of whether the Leased Property have been completed and accepted by the Lessee.

(b) In accordance with the Indenture, the Trustee shall cause the net proceeds of any insurance policies (including any moneys derived from any self-insurance program), performance bonds or condemnation awards with respect to the Leased Property, to be deposited and applied as provided in Article VI of the Indenture. Unless the Lessor shall elect to apply such net proceeds to the redemption of all of the Bonds as provided in Section 6.07 of the Indenture if such net proceeds are sufficient for such purpose, all net proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the damaged or destroyed portion of the Leased Property by the Lessee, except as otherwise provided in Section 8.01(c) herein. The balance of any net proceeds remaining after the repair, restoration, modification, improvement or replacement has been completed are to be deposited into the Acquisition Fund, if received prior to the Completion Date and, if received thereafter, are to be deposited into the Bond Fund under the Indenture.

(c) If such net proceeds shall be insufficient to pay in full the cost of any such repair, restoration, modification, improvement or replacement, the Lessee shall, within ninety (90) days after the occurrence of the event giving rise to such net proceeds, either:

(i) commence and thereafter complete the work and pay any cost in excess of the net proceeds, but only from legally available moneys for that purpose, in which case the Lessee agrees that it will not be entitled to any reimbursement therefor from the Trustee or the owners of the Bonds, nor shall it be entitled to any diminution of the Base Rentals or Additional Rentals; or

(ii) if the failure to repair, rebuild or replace shall not materially detract from the value of the Leased Property, then the Lessee may discharge its obligation to repair, rebuild or replace the affected portion of the Leased Property by causing such net proceeds to be deposited into the Bond Fund for the purpose of causing the extraordinary optional redemption of all or part of the Bonds, as appropriate, in accordance with the Indenture.

(d) The Lessee hereby agrees that any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such net proceeds shall be the property of the Lessor subject to the Indenture and will be included as part of the Leased Property subject to this Lease.

(e) The Lessor and the Lessee agree that it is the intent of the parties that, after the disbursement from the Acquisition Fund, the risk of any loss arising out of any damage, destruction or condemnation of the Leased Property or any portion thereof shall be borne by the Lessee and not by the Lessor, and the Lessee hereby covenants and agrees that in the event of any such damage, destruction or condemnation, the Lessee shall either repair, rebuild or replace the Leased Property to essentially its same condition before any such damage, destruction or condemnation or provide funds, but in any event only from legally available moneys for such purpose, necessary to redeem the Bonds at the earliest practicable date in accordance with the Indenture.

## ARTICLE IX

### ASSIGNMENTS

**Section 9.01. Assignments by Lessee.** NEITHER THIS LEASE NOR ANY INTEREST OF THE LESSEE HEREIN SHALL, AT ANY TIME AFTER THE DATE HEREOF, WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR AND TRUSTEE be mortgaged, pledged, assigned or transferred by the Lessee by voluntary act or by operation of law, or otherwise, except as specifically provided herein. The Lessee shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or subletting which may be made with such consent. The Lessee shall have the right, without notice to or consent of the Lessor, the Trustee or any owner of Bonds, to further use or permit the use of any specified portion of the Leased Property only to or for the benefit of any other public corporation or public entity, the State of West Virginia or any other entities permitted as subleases of a project now or hereafter permitted or authorized by the Act, AS DETERMINED BY AN OPINION OF BOND COUNSEL, but nothing herein contained shall be construed to relieve the Lessee from its obligation to pay Rentals as provided in this Lease or relieve the Lessee from any other obligations contained herein; provided, however, that no such assignment or lease may be made if the use of the Leased Property by the assignee or sublessee will affect the validity of this Lease, change the character or use of the Leased Property to ones not then permitted by applicable law or impair the excludability from gross income of interest on the Bonds of the owners thereof for federal income tax purposes, and in connection therewith, Lessee shall deliver to Lessor an opinion of Bond Counsel that the subject assignment or sublease will not impair the excludability from gross income of interest on the Bonds of the owners thereof for federal income tax purposes prior to entering into such assignment or sublease. Any such assignment or lease shall require the assignee or sublessee to execute an acceptable attornment agreement with the Lessee and the Trustee and to assume all of the terms, covenants and agreements of the Lessee hereunder to the extent of the portion of the Leased Property so assigned or sublet; provided, however, that where portions of the Leased Property have been so sublet, the Lessee shall continue to be responsible for the payment of Rentals due under this Lease. The Lessor may execute any and all instruments necessary and proper in connection therewith. The Lessee hereby agrees (a) to direct all of its permitted subleases, assignees and transferees to pay all rentals and other amounts due under any lease, assignment or transfer permitted by this Section 9.01 directly to the Trustee for deposit into the Bond Fund and (b) to pay any of such amounts received by the Lessee directly to the Trustee for deposit into the Bond Fund.

**Section 9.02. Assignments by Lessor in General Without Release of Liability.** (a) The Lessor's obligations to perform this Lease may be assigned in whole or in part by the Lessor, but the Lessor shall remain liable to perform hereunder, with notice to the Lessee; provided that such assignment (other than an assignment for security purposes or the assignment effected by the Indenture and the exercise of any remedies thereunder and any further assignment resulting from the exercise of any such remedies) may only be made to a public corporation or other public entity duly authorized by applicable law to perform the obligations as Lessor hereunder and the assignment to which will not impair the excludability of the interest on the

Bonds from the gross income of the owners thereof for federal income tax purposes or impair the validity or enforceability of this Lease.

(b) The Lessor may assign its rights, title and interest in and to this Lease and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease, in whole or in part, as herein provided. The Lessor, simultaneously with the execution of this Lease, has assigned this Lease and all Base Rentals and certain other sums due and to become due hereunder to the Trustee under the Indenture.

**Section 9.03. Subordination and Attornment.** (a) This Lease and the Lessee's interest in the Leased Property and its interest as lessee hereunder shall at all times be subject and subordinate to the lien of the Indenture and the Credit Line Deed of Trust and to all the terms, conditions and provisions thereof, whether now existing or hereafter created and without the need for any further act or agreement by the Lessee; provided, however, that so long as an Event of Default under the Indenture or an Event of Nonappropriation has not occurred and is then continuing this Lease shall remain in full force and effect notwithstanding such subordination or the Lessor's default in connection with the said liens, and the Lessee shall not be disturbed by the Lessor or the Trustee in its possession of the Leased Property during the term of the Lease or in the enjoyment of its rights hereunder. The Lessee shall not subordinate its interests hereunder or in the Leased Property to any lien or encumbrance without the prior written consent of the Trustee. Any such unauthorized subordination by the Lessee shall be void and of no force or effect whatsoever.

## ARTICLE X

### OPTIONS IN FAVOR OF LESSEE

**Section 10.01. General Options to Purchase Leased Property.** The Lessee shall have, and is hereby granted, the following options to purchase the Leased Property:

(a) At any time prior to full payment of the Bonds (or provisions for payment thereof having been made in accordance with the provisions of the Indenture), the Lessee may purchase the Leased Property, and thereby terminate this Lease, by making provisions satisfactory to the Trustee for payment of the outstanding Bonds in accordance with the provisions of the Indenture, including the payment to the Trustee of an amount which, when added to the amounts on deposit in the funds held under the Indenture by the Trustee, will be sufficient to pay, retire and redeem all the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, interest to maturity or earliest applicable redemption date, as the case may be, premium, if any, expenses of redemption and Trustee's and paying agent's fees and expenses), and, in case of redemption, making arrangements satisfactory to the Trustee for the giving of the required notice of redemption, and by paying to the Lessor any and all sums then due to the Lessor under this Lease (said amount is referred to herein as the "Purchase Price").

(b) At any time after full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and of any and all

sums then due to the Lessor under this Lease, the Lessee may terminate this Lease by giving the Lessor notice in writing of such termination and such termination shall forthwith become effective.

On or before the 30th day after the expiration or sooner termination of this Lease, the Lessee shall have an option to purchase the Leased Property, and that option shall be deemed to be automatically exercised unless (i) notice be given in writing by the Lessee within that 30-day period that it intends not to so purchase the Leased Property and (ii) the Lessee shall have made arrangements satisfactory to the Lessor to pay any costs incurred or to be incurred in connection with any sale or other disposition by the Lessor of the Leased Property. The purchase price for the Leased Property shall be the sum of \$10.00, which shall be paid directly to the Lessor for its own account, and any and all sums then due the Lessor under this Lease or due to the Trustee under the Indenture.

**Section 10.02. No Obligation to Purchase Leased Property.** The Lessee shall be under no obligation to purchase the Leased Property except as herein expressly required or provided.

**Section 10.03. Conveyance on Exercise of Option to Purchase.** At the closing of any purchase pursuant to any option to purchase granted herein, the Lessor shall upon receipt of the purchase price deliver to the Lessee the following:

(a) If necessary, a release from the Trustee of the property with respect to which the option was exercised.

(b) Documents conveying to the Lessee good and marketable title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject immediately preceding recordation of the deed conveying title to the Leased Property to the Lessor but excluding this Lease, the Deed of Trust and the Indenture; or (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented.

**Section 10.04. Option to Prepay Rental Payments in Part.** The Lessee shall have the option to prepay the Rentals in part at any time. The amount so prepaid shall, so long as all Rentals have been made, be used to redeem Bonds to the extent possible under Section 3.04 of the Indenture.

## ARTICLE XI

### EVENTS OF DEFAULT; REMEDIES

**Section 11.01. Events of Default Defined.** Any of the following shall be an “Event of Default” under this Lease:

(a) Failure by the Lessee to pay any Base Rentals required to be paid under Section 4.01(a) hereof at the times specified therein on the respective due dates therefor;

(b) Failure by the Lessee to pay any Additional Rentals during the term of this Lease for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall be received by the Lessee from the Trustee;

(c) Failure by the Lessee to vacate the Leased Property by the expiration of the Initial Term or any Renewal Term in which an Event of Nonappropriation occurs;

(d) Failure by the Lessee to observe and perform any covenant, condition or agreement herein on its part to be observed or performed, other than as referred to in Section 11.01(a), 11.01(b) or 11.01(c) hereof, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Lessee by the Lessor or Trustee, unless the Lessor and Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Lessor and Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(e) The entry of an order or decree in any court of competent jurisdiction enjoining or restraining the Facility or enjoining, restraining or prohibiting the Lessee from consummating the transactions contemplated by this Lease, which order or decree is not vacated and which proceedings are not discontinued within thirty (30) days after the granting of such order or decree.

The foregoing provisions of this Section 11.01 are subject to the obligations of the Lessee to make payments of the Base Rentals and the Additional Rentals and shall be subject to the provisions of Section 4.06 of this Lease with respect to an Event of Nonappropriation.

**Section 11.02. Remedies on Default.** (a) Upon the occurrence and continuance of any Event of Default hereunder or any Event of Nonappropriation, the Lessor or Trustee may give notice to the Lessee to vacate the Leased Property immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such Initial Term or Renewal Term, in the case of an Event of Nonappropriation) and may, without any further demand or notice, (i) terminate this Lease or the Lessee's possessory rights hereunder (without otherwise terminating the Lease), re-enter the Leased Property and eject all parties in possession thereof therefrom, and relet the Leased Property subject to Section 11.02(c) hereof, or then or at any time thereafter commence proceedings to foreclose on and relet or sell the Leased Property in the manner permitted by law and as otherwise provided in the Indenture or the Credit Line Deed of Trust, subject to Section 11.02(c) hereof; or (ii) take any action at law or in equity deemed necessary or desirable to enforce the Lessor's, Trustee's and Bondholders' rights with respect to the Leased Property and the Lessee.

(b) Upon the termination of the term of this Lease or the Lessee's possessory interests herein by reason of an Event of Nonappropriation or an Event of Default, all moneys then held in any fund or account under the Indenture and any net proceeds received on such foreclosure, reletting or sale shall be held by the Trustee for the benefit of the owners of the

Bonds (and applied from time to time as provided in Section 9.09 of the Indenture). Notwithstanding anything herein to the contrary, the Trustee shall be entitled to relet the Leased Property for such period as is necessary for the Trustee to obtain sufficient moneys to pay in full the principal of, and premium (if any) and interest on, the Bonds, and the obligations of the Trustee with respect to the owners of the Bonds and the receipt and disbursement of funds shall be continuing until the lien of the Indenture is discharged as provided in the Indenture except as a result of foreclosure.

(c) In the event the Trustee exercises the remedies provided in Section 11.02(a) hereof to relet the Leased Property, the Trustee on behalf of the Lessor shall relet the Leased Property only to those lessees of the Leased Property whose use or ownership of the Leased Property would preserve the excludability from the gross income of the owners of the Bonds of the interest on the Bonds for federal income tax purposes, unless the owners of the Bonds consent otherwise in writing.

**Section 11.03. Surrender of the Leased Property.** Upon the occurrence and continuance of any Event of Default or Event of Nonappropriation, the Lessee shall immediately quit and surrender the Leased Property to the Trustee in the same condition in which it existed at the time of the initial use and occupancy thereof by the Lessee, ordinary wear and tear excepted.

## ARTICLE XII

### MISCELLANEOUS

**Section 12.01. Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

If to the Lessor:

Jefferson County Building Commission  
124 East Washington Street  
Charles Town, West Virginia 25414  
Attention: Chairman

If to the Lessee:

The County Commission of Jefferson County, West Virginia  
124 East Washington Street  
Charles Town, West Virginia 25414  
Attention: President

A duplicate copy of any such notice shall also be served upon the Trustee as herein provided to its address at \_\_\_\_\_, \_\_\_\_\_, West Virginia \_\_\_\_\_ Attention: Corporate Trust.

**Section 12.02. Execution in Counterparts.** This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease, and it is also understood and agreed that separate counterparts of this Lease may be separately executed by the Lessor and the Lessee, all with the same full force and effect as though the same counterpart had been executed simultaneously by the Lessor and the Lessee; provided, however, that for purposes of perfecting a security interest in this Lease by the Trustee under Article 9 of the West Virginia Uniform Commercial Code, only the counterpart delivered, pledged and assigned to the Trustee shall be deemed the original.

**Section 12.03. Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease, and the application thereof to other persons or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**Section 12.04. No Liability on Lessor; Indemnification of Lessor and Trustee.** No provision in this Lease or any obligation herein imposed upon the Lessor, or the breach thereof, shall constitute or give rise to or impose upon the Lessor a pecuniary liability or a charge upon its general credit. No officer or member of the Lessor shall be personally liable on this Lease. The Lessee shall at all times indemnify the Lessor from all liabilities, claims, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon or asserted against the Lessor on account of any failure on the part of the Lessee to perform or comply with any of the provisions of this Lease. The foregoing shall not preclude the Lessee from seeking any judicial relief to compel the Lessor to perform any of its obligations hereunder.

The Lessee agrees to indemnify and save harmless the Lessor and the Trustee against any and all losses, injuries, claims, damages or injuries to persons or property, demands and expenses, including legal expenses of whatsoever kind and nature and by whomsoever made arising from or in any manner directly or indirectly growing out of (a) the use or nonuse of the Leased Property by anyone whomsoever; (b) any repairs, restoration, replacements or alterations, to the Leased Property or any part thereof; and (c) the condition of the Leased Property.

**Section 12.05. Successors and Assigns.** This Lease and the covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their duly authorized officers as of the date first written above.

JEFFERSON COUNTY  
BUILDING COMMISSION

By: \_\_\_\_\_  
Its: Chairman

THE COUNTY COMMISSION OF JEFFERSON  
COUNTY

By: \_\_\_\_\_  
Its: President

STATE OF WEST VIRGINIA,  
COUNTY OF JEFFERSON, TO-WIT:

I, \_\_\_\_\_, a Notary Public in and for the state and county aforesaid, do hereby certify that Addie Crawford, as Chairman of the Jefferson County Building Commission, a West Virginia public corporation, signed the foregoing writing bearing date the \_\_\_ day of \_\_\_\_\_ 2025, and has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_ 2025.

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

STATE OF WEST VIRGINIA,  
COUNTY OF JEFFERSON, TO-WIT:

I, \_\_\_\_\_, a Notary Public in and for the state and county aforesaid, do hereby certify that Pasha Majdi, as President of The County Commission of Jefferson County, a West Virginia public corporation, signed the foregoing writing bearing date the \_\_\_ day of \_\_\_\_\_ 2025, and has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_ 2025.

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

This instrument was prepared by:  
Camden P. Siegrist  
Bowles Rice LLP  
600 Quarrier Street  
Charleston, West Virginia 25301

**EXHIBIT A**

**REAL ESTATE DESCRIPTION**

## **EXHIBIT B**

### **BOND INSURER PROVISIONS**

#### **Lease Provisions**

1. So long as the Policy is in effect and BAM is not in default in respect of its payment obligations thereunder, BAM shall be (i) deemed to be the sole and exclusive Owner of the Bonds (the “Insured Obligations”) for purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies and (ii) entitled to direct and control the enforcement of all remedies granted under the Lease.
2. Any amendment, modification or supplement to the Lease shall be subject to the prior written consent of BAM.
3. BAM shall be recognized as being a third-party beneficiary under the Lease and may enforce any right, remedy or claim conferred upon, given or granted hereunder.
4. No sublease, release, sale, disposition or substitution of any property (the “Property”) subject to (i) the Lease or (ii) any mortgage, deed of trust or other document evidencing a security interest in, or otherwise pledged, directly or indirectly, to secure the Insured Obligations, shall occur without the prior written consent of BAM. Without limiting the generality of the foregoing, no portion of the Property may be released following the partial prepayment of lease payments or rentals, the partial redemption of the Insured Obligations, or the exercise of a purchase option or similar right, unless in each case BAM shall have provided its prior written consent to such release.
5. The Property shall be covered at all times by property and casualty insurance in an amount equal to the greater of the replacement value of the property or the principal amount of the Insured Obligations. Self-insurance and pooled insurance programs shall be subject to the prior written consent of BAM. Any blanket or umbrella insurance policies for property and casualty insurance shall not be permitted unless BAM otherwise consents. The Trustee shall be the beneficiary under such policy.
6. The Lessee shall, prior to or simultaneously with the issuance of the Insured Obligations, furnish a title insurance policy, in form and substance acceptable to BAM, from a title insurance company acceptable to BAM. The face amount of the title insurance policy shall not be less than the principal amount of the Insured Obligations. The Trustee shall be the beneficiary under such policy.
7. If insurance or condemnation proceeds with respect to the Property are received, such proceeds shall be applied to replacement or restoration of the affected property or to redemption of Insured Obligations; provided, however, that unless all outstanding Insured Obligations are to be redeemed from such amount, the prior written consent of BAM shall be required for any such redemption.

8. Except for the Insured Obligations, the Lessee shall not issue or incur, directly or indirectly, any additional certificates, notes, bonds or other indebtedness that are (i) payable from or secured by the lease payments or rentals payable under the Lease or (ii) secured by, or granted a lien on, the Property.

9. The security for the Insured Obligations shall include a pledge and assignment of the Lease and a default under the Lease shall constitute an event of default under the Indenture.

10. Upon the occurrence of an event of default under the Lease, the Lessor shall have the right, with or without terminating the Lease, to re-enter and take possession of the Property, and to sell its interest in the Lease or sublease or assign the Property or any part thereof. There shall be no provisions restricting use of the Property after termination of or default under the Lease, including restrictions related to the tax-exempt status of the Insured Obligations.

11. The Lessee covenants and agrees to comply in all material respects with all laws applicable to the Property or any portion thereof, including without limitation all local, State and federal environmental and Hazardous Substances laws, rules and regulations, and with any order of any jurisdiction over the Property. For purposes of this paragraph, "Hazardous Substances" means any substances, pollutants, wastes and contaminants now or hereafter included in such (or any similar) term under any federal, state or local ordinance, code or regulation now existing or hereafter enacted or amended.

12. The Lessor represents, warrants and covenants that it has good and indefeasible marketable fee simple to the real property and all building, property and improvements comprising the Property. The Lessor covenants and agrees to hold and maintain clean and marketable title to all of the Property during the term of the Lease.

13. The Lessee agrees, subject to annual appropriation and the Lessee's option to terminate the Lease by giving prior written notice not less than 30 days prior to the last day of the next succeeding month, to pay and reimburse BAM, as part of the Additional Rentals, all amounts due and payable to BAM pursuant to Section 8 of Exhibit C to the Bond Indenture.

14. The foregoing Bond Insurer Provisions shall control and supersede any conflicting or inconsistent provisions in the Lease.

§ \_\_\_\_\_  
**JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)  
LEASE REVENUE BONDS  
(JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)  
SERIES 2025**

BOND PURCHASE AGREEMENT

June \_\_, 2025

Jefferson County Building Commission  
Jefferson County Courthouse  
124 E. Washington Street  
Charles Town, West Virginia 25414

Ladies and Gentlemen:

Carty, Harding and Hearn, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the Jefferson County Building Commission (the “Issuer”), with the acknowledgement and agreement of The County Commission of Jefferson County, West Virginia (the “County Commission”), for the purchase of the Issuer’s Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project), Series 2025 (the “Series 2025 Bonds”). This offer is made subject to acceptance and execution of this Purchase Agreement by the Issuer prior to 6:00 p.m., local prevailing time on the date hereof, or until withdrawn by the Underwriter upon written notice to the Issuer as permitted herein, whichever shall occur earlier. Upon such acceptance and approval, as evidenced by the signatures of the Chairman of the Issuer and the President of the County Commission in the spaces provided below, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter, and the provisions of Sections 6 and 11 through 13 shall be binding on the County Commission. All capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings set forth in the hereinafter described Ordinance and the Bond Indenture and Security Agreement dated as of \_\_\_\_\_, 2025 (the “Indenture”) by and between the Issuer and United Bank, as trustee (the “Trustee”).

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided, or is currently providing, other services to the Issuer on other matters), (iv) the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this

Purchase Agreement, and (v) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

1. The proceeds of the Series 2025 Bonds shall be used to finance (i) a portion of the costs of the design, acquisition, construction and equipping of certain real estate which upon completion shall be a Government and Judicial Complex; (ii) paying the premium for a municipal bond insurance policy (the “Series 2025 Bonds Insurance Policy”) from Build America Mutual Assurance Company (the “Bond Insurer”) to secure the payment of the principal of, and interest on, the Series 2025 Bonds; and (iii) the costs of issuing the Series 2025 Bonds.

The Series 2025 Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of, an Ordinance enacted by the Issuer on June 5, 2025, as supplemented by a Supplemental Parameters Resolution adopted on \_\_\_\_\_, 2025, and a Certificate of Determinations dated \_\_\_\_\_, 2025 executed by the Chairman of the Issuer (collectively, the “Ordinance”). The Series 2025 Bonds shall be secured by (1) the Indenture, which, among other things, assigns to the Trustee payments to be received by the Issuer pursuant to the Lease Agreement effective as of \_\_\_\_\_, 2025 (the “Lease”) by and between the Issuer and the County Commission, except for the Unassigned Issuer’s Rights (as such term is defined in the Indenture), (2) an Assignment of Leases effective as of \_\_\_\_\_, 2025, to be executed by the Issuer in favor the Trustee (the “Assignment of Leases”), and (3) a Credit Line Deed of Trust, Security Agreement and Fixture Filing, effective as of \_\_\_\_\_, 2025 (the “Deed of Trust”), by and among the Issuer, as grantor, the trustee named therein and the Trustee, as beneficiary, pursuant to which the Issuer will grant to the Trustee a deed of trust first lien and security interest in and to, and otherwise encumber, those certain lots or parcels of land known as the Government and Judicial Complex, together with all appurtenances thereto, located at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia (the “Facility”).

Upon the terms and conditions and upon the basis of the representations and warranties set forth in this Purchase Agreement, the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, the Series 2025 Bonds, at an aggregate purchase price of \$ \_\_\_\_\_ (par minus Underwriter’s discount of \$ \_\_\_\_\_ .00 [plus/less] a [net] original issue [premium/discount] of \$ \_\_\_\_\_).

The Series 2025 Bonds shall mature on the dates and in the amounts, and shall bear interest from their date until maturity or until the date fixed for redemption if the Series 2025 Bonds are called for prior redemption and payment on such date provided therefore, payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 (each an “Interest Payment Date”), commencing \_\_\_\_\_ 1, 20 \_\_, as more fully described on Exhibit A attached hereto and incorporated herein by reference.

The Underwriter agrees to make a bona fide public offering of the Series 2025 Bonds at the initial offering prices as set forth in the Official Statement (as hereinafter defined) and in Exhibit A, which prices may be changed from time to time by the Underwriter.

2. Concurrently with the acceptance of this Purchase Agreement by the Issuer, the Issuer shall deliver or cause to be delivered to the Underwriter three (3) copies of the Official

Statement relating to the Series 2025 Bonds, substantially in the form of the Preliminary Official Statement, and prior to delivery of the Series 2025 Bonds, a copy of the Official Statement (the “Official Statement”) dated the date of this Purchase Agreement, signed on behalf of the Issuer by its Chairman, and the County Commission by its President.

3. The Official Statement has been approved for distribution by the Ordinance. The Issuer authorizes the use of copies of the Official Statement and the Ordinance in connection with the public offering and sale of the Series 2025 Bonds.

On \_\_\_\_\_, 2025, the Issuer delivered to the Underwriter the Preliminary Official Statement and the Underwriter received a certificate from the Issuer which deemed the Preliminary Official Statement “final” within the meaning of clause (b)(1) of Rule 15c2-12 (“Rule 15c2-12”) under the Securities and Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) and Rule G-32 and all other rules of the Municipal Securities Rulemaking Board. The Issuer shall deliver or cause to be delivered to the Underwriter, after the acceptance by the Issuer of this Purchase Agreement, and within the time required by Rule 15c2-12, an adequate number of copies of the Official Statement.

Unless otherwise notified in writing by the Underwriter on or prior to the date of Closing, the “End of the Underwriting Period” for the Series 2025 Bonds for all purposes of Rule 15c2-12 is the date of the Closing, as hereinafter defined. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the Issuer in writing following the occurrence of the End of the Underwriting Period for the Series 2025 Bonds as defined in Rule 15c2-12.

The Issuer covenants and agrees that if, after the date of this Purchase Agreement and until after the End of the Underwriting Period (as determined above), any event shall occur of which the Issuer has actual knowledge as a result of which it is necessary to amend or supplement the Official Statement to make the Official Statement not misleading in any material respect in light of the circumstances then existing, or if it is necessary to amend or supplement the Official Statement to comply with law, to notify the Underwriter (and for the purposes hereof to provide the Underwriter with such information as it may from time to time reasonably request), and to cooperate in the preparation of a reasonable number of copies of either amendments or supplements to the Official Statement (in form and substance satisfactory to the Underwriter and its counsel) at the expense of the Issuer so that the Official Statement as so amended and supplemented will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading in any material respect.

For the purposes of this paragraph and for only so long as required by this paragraph, the Issuer will furnish such information with respect to itself as the Underwriter from time to time reasonably requests. The Underwriter hereby agrees that it will deposit or cause to be deposited with the Municipal Securities Rulemaking Board a copy of the Official Statement at or prior to the time contemplated by Rule 15c2-12.

The Underwriter acknowledges and agrees that any liability of the Issuer that may arise from its representations and agreements made in this paragraph 3 shall be limited to the proceeds of the Series 2025 Bonds (provided that the foregoing shall not be deemed to prevent the Underwriter or the Issuer from seeking to enforce such agreements).

4. At 10:00 a.m. prevailing time, on \_\_\_\_\_, 2025, or such other date as shall be agreed upon by the parties to this Purchase Agreement (the “Closing”), the Issuer will deliver or cause to be delivered to the Underwriter, (a) the Series 2025 Bonds in the form of one certificate for each maturity fully registered in the name of CEDE & CO., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”), duly executed by the Issuer and authenticated by the Bond Registrar, and (b) at such other place as the parties to this Purchase Agreement mutually agree upon, will deliver to the Underwriter the other documents required in this Purchase Agreement and by the Ordinance and the Indenture. Upon such delivery of the Series 2025 Bonds, the Underwriter will accept such delivery and pay the purchase price therefor, plus any accrued interest thereon, in immediately available funds to the order of the Trustee, for the account of the Issuer. Such delivery shall be made at DTC, with the payment and other requisite actions to be taken at the place designated by the parties to this Purchase Agreement. The Series 2025 Bonds shall be made available to the Underwriter at DTC at least forty-eight (48) hours before the Closing for the purpose of inspection and packaging; provided, that if DTC Fast delivery is used, then the Series 2025 Bonds shall be made available to the Bond Registrar by 4:00 p.m. on \_\_\_\_\_, 2025. If the Issuer does not have a Blanket DTC Letter of Representation (the “DTC Letter of Representations”), the Issuer agrees to provide one to DTC.

5. The Issuer represents and warrants to the Underwriter and agrees that:

(a) The Issuer is a public corporation and county building commission, duly created and validly existing under the laws of the State of West Virginia, with the powers set forth in Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (the “Act”), and has full power and authority pursuant to the Constitution of the State, the other laws of the State of West Virginia (the “State”), including, without limitation, the Act, and any regulations promulgated thereunder, as the same may be amended or replaced from time to time (collectively, the “Laws”), to: (i) enter into this Purchase Agreement; (ii) enact the Ordinance; (iii) enter into the Indenture, the Lease, the Assignment of Leases, and the Deed of Trust; (iv) issue, sell and deliver the Series 2025 Bonds to the Underwriter as provided in this Purchase Agreement; and (v) perform its obligations under and as contemplated in this Agreement, the Ordinance, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Regulatory Agreement dated the date of Closing (the “Tax Certificate”), the Series 2025 Bonds, and any documents or instruments required to be executed by the Issuer in connection with any of the foregoing (collectively, the “Transaction Documents”). The members and other officials of the Issuer have been duly and lawfully appointed to such positions.

(b) The Issuer shall have complied and will comply at the Closing in all respects with all applicable statutes and laws, including the Act;

(c) The Issuer has, by the Ordinance, which Ordinance has not been amended, further supplemented, rescinded or repealed, and which remains in full force and effect, duly

authorized the execution, delivery and due performance of each of the Transaction Documents and the taking of any action as may be required on the part of the Issuer to consummate the transactions contemplated by the Transaction Documents. All necessary approvals of the transactions contemplated by the Transaction Documents of the County Commission and of the Issuer, have been obtained; and there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Issuer and no election or referendum of or by any person, organization or public body whatsoever is required in connection with any of the foregoing transactions, except the Issuer makes no such representations with respect to the Blue Sky requirements of any state. There are no provisions of the Laws which would allow, as of the date of this Purchase Agreement or any subsequent date, any public vote, referendum, or other non-judicial proceeding the results of which could invalidate any of the Transaction Documents or invalidate, limit or condition the obligations of the Issuer undertaken in any of the Transaction Documents or under any document or instrument executed in connection with the transactions contemplated by any of the Transaction Documents.

(d) The information contained in the Preliminary Official Statement and in the Official Statement is and, as of the date of Closing, will be, to the best knowledge of the Issuer, true and to the best knowledge of the Issuer does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading;

(e) At the time of the Issuer's acceptance hereof and (unless an event occurs of the nature described in this paragraph 5, subparagraph (i) hereof) at all times during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2025 Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof), to the best knowledge of the Issuer, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to this subparagraph) at all times during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2025 Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof), the Official Statement as so supplemented or amended, to the best knowledge of the Issuer, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) If during the period from the date of this Purchase Agreement to and including the date which is twenty-five (25) days following the End of the Underwriting Period for the Series 2025 Bonds (as determined in accordance with paragraph 5, subparagraph (i) hereof) any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact necessary to make the statements

therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter of any such event of which it has knowledge and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will prepare and furnish to the Underwriter, at its own expense (i) a reasonable number of copies of the supplement or amendment to the Official Statement in form and substance approved by the Issuer and acceptable to the Underwriter, and (ii) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement;

(h) Prior to the Issuer's acceptance hereof, the Issuer delivered to the Underwriter copies of the Preliminary Official Statement which the Issuer deemed final (for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934) as of the date thereof; provided, however, that in making the representation and warranty contained in this paragraph (h) the Issuer shall not be deemed to have made any additional representation or warranty as to the Preliminary Official Statement other than the representation and warranty contained in paragraph (n);

(i) For purposes of this Purchase Agreement, the End of the Underwriting Period for the Series 2025 Bonds shall mean the earlier of (1) the day of the Closing unless the Issuer has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the End of the Underwriting Period for the Series 2025 Bonds for all purposes of Rule 15c2-12 will not occur on the day of the Closing, or (2) the date on which notice is given to the Issuer by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the Issuer pursuant to clause (1) above that the End of the Underwriting Period for the Series 2025 Bonds will not occur on the day of the Closing, the Underwriter agrees to notify the Issuer in writing as soon as practicable following the "End of the Underwriting Period" for the Series 2025 Bonds for all purposes of the Rule;

(j) The Issuer has duly authorized all necessary action to be taken by it for: (1) the issuance and sale of the Series 2025 Bonds upon the terms set forth herein, in the Ordinance, the Indenture and in the Official Statement; (2) the execution and delivery of the Indenture; (3) the approval of the Official Statement and the execution, distribution and delivery of the Official Statement by the Chairman of the Issuer; (4) the execution, delivery, receipt and due performance of this Purchase Agreement, the Series 2025 Bonds, the Ordinance, the Indenture and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (5) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Ordinance and the Official Statement;

(k) The Series 2025 Bonds will conform to their description in the Ordinance and the Indenture, and when delivered to and paid for by the Underwriter, will have been duly authorized, executed, issued, and delivered by, and will constitute valid and binding special, limited obligations of the Issuer, payable from the sources specified in the Ordinance and the Indenture, enforceable in accordance with their terms and the terms of the Ordinance and the Indenture, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws

affecting creditors' rights and except to the extent that the enforceability may be limited by the application of general principles of equity. No event of default under the Indenture, any other Transaction Documents or the Ordinance has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such an event of default.

(l) Upon their due execution and delivery, the Transaction Documents will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms and the terms of the Ordinance and the Indenture, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and except to the extent that the enforceability may be limited by the application of general principles of equity.

(m) The execution and delivery of the Transaction Documents, the enactment of the Ordinance, and compliance with the provisions of the Transaction Documents, will not conflict with or result in a violation of the Laws or any other law to which the Transaction Documents or the transactions contemplated thereby are subject, including, without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the Issuer, and will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which it is bound.

(n) No action, suit, inquiry, investigation or proceeding, at law or in equity, to which the Issuer is or would be a party, is pending or threatened, nor to the best of the knowledge of the Issuer, is any such matter to which the Issuer is not a party, pending or threatened, in or before any court, governmental agency, authority, body or arbitrator, which in any way: (i) affects the creation, organization or existence of the Issuer; or (ii) contests the title of the present members of the Issuer's governing body or other officers of the Issuer to their respective offices; or (iii) seeks to restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds or the execution and delivery of the Transaction Documents, or the pledge of any funds or property pledged under the Transaction Documents, to secure the payment of the principal of and interest on the Series 2025 Bonds (the "Pledged Property"); or (iv) contests or affects, in any way, the validity or enforceability of the Transaction Documents, the pledge of the Pledged Property, the powers or authority of the Issuer with respect to the Transaction Documents; or (v) contests or affects the exemption of the Series 2025 Bonds or the Indenture from registration with the United States Securities and Exchange Commission.

(o) The execution and delivery of the Official Statement, this Purchase Agreement, the Series 2025 Bonds, the Ordinance, the Indenture and the other agreements contemplated hereby and by the Official Statement, and compliance with the provisions thereof, to the best knowledge of the Issuer, will not conflict with or constitute on the Issuer's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which the Issuer is or may be bound, and to the knowledge of the representatives of the Issuer all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated thereby have been obtained;

(p) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon;

(q) The covenants, representations and warranties of the Issuer contained in the Indenture, the Lease, the Assignment of Leases, and the Deed of Trust will, when the Indenture, the Lease, the Assignment of Leases, and the Deed of Trust are executed and delivered by the Issuer, be true and correct in all material respects.

(r) Any certificate signed by the Chairman of the Issuer or any of the Issuer's authorized officers and delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein. It is understood that the representations, warranties and covenants by the Issuer contained in this Section 5 and elsewhere in this Purchase Agreement shall not create any general obligation or liability of the Issuer, nor shall any member, official or employee of the Issuer be personally liable therefor.

6. The County Commission represents and warrants to the Underwriter and agrees that:

(a) The County Commission is a public corporation and the governing body of Jefferson County, West Virginia, a political subdivision of the State of West Virginia duly created and validly existing under the laws of the State of West Virginia, with the powers set forth in Chapter 7, Article 1 of the West Virginia Code, and has full power and authority pursuant to the Laws, to: (i) enter into this Purchase Agreement; (ii) enact an Ordinance dated \_\_\_\_\_, 2025, as supplemented by a Supplemental Resolution adopted on \_\_\_\_\_, 2025, authorizing the transactions contemplated hereby and in the Preliminary Official Statement and the Transaction Documents (together, the "County Commission Ordinance"); (iii) enter into the Lease, the Undertaking (defined herein) and any other Transaction Documents to which it is a party; and (iv) perform its obligations under and as contemplated in this Purchase Agreement, the County Commission Ordinance, the Lease, the Undertaking and any documents or instruments required to be executed by the County Commission in connection with any of the foregoing. The members and other officials of the Issuer have been duly and lawfully elected or appointed, as applicable, to such positions.

(b) The information contained in the Preliminary Official Statement and in the Official Statement is and, as of the date of Closing, will be, to the best knowledge of the County Commission, true and to the best knowledge of the County Commission does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the County Commission's knowledge, threatened, against the County Commission, wherein an unfavorable ruling or finding would adversely affect the validity or enforceability of the Lease, or

which would materially and adversely affect any of the transactions contemplated hereby or under any of the other Transaction Documents, or the ability of the County Commission to perform its obligations hereunder or thereunder.

(d) All financial statements of the County Commission included as a part of the Preliminary Official Statement and the Official Statement (the “Financial Statements”), to the knowledge of the County Commission, fairly present the financial condition of the County Commission as of the respective dates and the results of its operations for the respective periods therein set forth and have been prepared when so indicated in accordance with generally accepted accounting principles consistently applied and, to the knowledge of the County Commission, since the respective most recent dates as of which information is given in the Preliminary Official Statement or the Official Statement, there has not been any material adverse change in the general affairs, management, financial position, or results of operations of the County and no material transactions or obligations other than in the ordinary course of business have been entered into by the County Commission, except as reflected in or contemplated by the Official Statement;

(e) At or prior to the Closing, the County Commission shall have duly authorized, executed and delivered a written continuing disclosure undertaking (an “Undertaking”) which complies with the provisions of Rule 15c2-12(b)(5) and which shall be substantially in the form attached as Exhibit F to the Preliminary Official Statement;

(f) The Facility will be used by the County Commission at all times in accordance with the Laws, and the County Commission has full legal right, power and authority to operate the Facility.

(g) The County Commission will not take or omit to take any action which action or omission would result in the loss of the excludability from gross income for purposes of federal income taxation of the interest on the Series 2025 Bonds.

(h) The County Commission has not taken and shall not take any action or omit to take any action which action or omission will cause the County Commission to breach, violate or default under any provision of the Lease.

(i) To the knowledge of the County Commission, it is not in breach of or in default under any existing law, court or administrative regulation, judgment, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it is bound, and no event has occurred or is continuing that, with passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, except in either case for such breaches, defaults or potential defaults or events of default, if any, which individually and in the aggregate would have no material adverse effect on the performance by the County Commission under the Lease.

(j) Any certificate signed by the President of the County Commission or any of the County Commission’s authorized officers and delivered to the Underwriter shall be deemed a representation and warranty by the County Commission to the Underwriter as to the statements made therein. It is understood that the representations, warranties and covenants by the Issuer

contained in this Section 6 and elsewhere in this Purchase Agreement shall not create any general obligation or liability of the County Commission, nor shall any member, official or employee of the County Commission be personally liable therefor.

7. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer and the County Commission made herein. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) At or prior to the time of the Closing, the Ordinance and the Undertaking, as approved by the Underwriter or its counsel, shall have been approved by the appropriate parties, shall have been duly executed, acknowledged, sealed and delivered, shall be in full force and effect and shall not have been amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter;

(b) The Underwriter shall have the right to cancel its obligations hereunder to purchase the Series 2025 Bonds (such cancellation shall not constitute a default hereunder) by notifying the Issuer in writing of its election to do so between the date hereof and date of Closing, if at any time hereafter and prior to the date of Closing:

(i) Any legislation, rule or regulation shall be introduced in, or enacted by, the United States House of Representatives or the United States Senate or any committee thereof, or a decision by a court established under Article III of the Constitution of the United States of America, or the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed, which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2025 Bonds;

(ii) Any legislation, ordinance, rule or regulation shall be introduced in or enacted by any governmental body, department or agency of the State of West Virginia or political subdivision thereof, or a decision by any court of competent jurisdiction within the State of West Virginia shall have been rendered which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2025 Bonds;

(iii) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other government agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2025 Bonds, or the issuance, offering or sale of the Series 2025 Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation of any provisions of the Securities Act of 1933, as amended and as then in effect, or the registration provisions of the Securities and Exchange Act of 1934, as amended and as then in effect, or the qualification provisions of the Trust Indenture Act of 1939, as amended and as then in effect;

(iv) Any event shall have occurred or information become known which, in the Underwriter's reasonable opinion, makes untrue in any material respect any statement or

information contained in the Preliminary Official Statement or the Official Statement or the Underwriter shall have determined that the Preliminary Official Statement or the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(v) A general banking moratorium shall have been established by Federal, New York State or West Virginia authorities;

(vi) In the reasonable opinion of the Underwriter, the market price of the Series 2025 Bonds, or the market price generally of obligations of the general character of the Series 2025 Bonds, has been adversely affected due to (1) the imposition of additional material restrictions not in force as of the date hereof upon trading in securities generally by any governmental authority or by any national securities exchange, (2) the imposition by the New York Stock Exchange, other national securities exchange or any governmental authority of any material restrictions as to the Series 2025 Bonds or similar obligations not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter, or (3) war or any outbreak of hostilities or other national or international calamity or crisis shall have occurred or any armed conflict shall have occurred or escalated to such a magnitude as in the reasonable opinion of the Underwriter to have a materially adverse effect on the ability of the Underwriter to market the Series 2025 Bonds;

(vii) There shall have been any materially adverse change in the affairs of the Issuer or the County Commission; or

(viii) additional events or announcements related to the COVID-19 virus and any other designated pandemic and its impact result in the cancellation of orders from investors or inability of investors to proceed with the purchase of their Series 2025 Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Series 2025 Bonds; and

(c) At or prior to the Closing, the Underwriter and the Issuer shall receive the following documents, in each case in form and substance satisfactory to the Underwriter and its counsel:

(i) An opinion, dated the date of the Closing and addressed to the Issuer and the Underwriter, of Bowles Rice LLP, Bond Counsel, in substantially the form attached as Appendix E to the Official Statement;

(ii) A supplemental bond counsel opinion, dated the date of the Closing and addressed to the Underwriter, of Bowles Rice LLP, Bond Counsel, to the effect that (1) this Purchase Agreement has been duly authorized, executed and delivered by, and (assuming due authorization, execution and delivery by the Underwriter and that it is a binding agreement of the Underwriter in accordance with its terms) constitutes a binding agreement in accordance with its terms of, the Issuer; (2) the Series 2025 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant

to the Trust Indenture Act of 1939, as amended; (3) the statements contained in the Official Statement under the caption “TAX MATTERS” are true and accurate in all material respects and present a fair and accurate summary and description of the matters summarized and described under such caption; and (4) nothing has come to their attention which would lead them to believe that the statements contained in the Official Statement under the captions “INTRODUCTION,” “THE LEASE AGREEMENT,” “THE INDENTURE,” “THE DEED OF TRUST,” “THE SERIES 2025 BONDS” (except for the statements referred to therein under “Book-Entry Only System” with respect to The Depository Trust Company), “SECURITY FOR THE SERIES 2025 BONDS,” “PLAN OF FINANCE,” “APPENDIX C – Forms of Principal Documents,” and “APPENDIX E – Proposed Form of Bond Counsel Opinion,” insofar as such statements contained under such captions purport to summarize certain matters set forth therein and certain provisions of the Series 2025 Bonds, the Ordinance, the Lease, the Indenture, the Deed of Trust, and the opinion of Bond Counsel, do not present fairly in all material respects the matters referred to therein;

(iii) An opinion, dated the date of Closing and addressed to the Underwriter, of Bowles Rice LLP, counsel to the Issuer, to the effect that (1) the Issuer is a duly organized and validly existing public corporation and county building commission under and pursuant to the Constitution and laws of the State of West Virginia, with full legal right, power and authority to enter into this Purchase Agreement, to enact the Ordinance, to pledge the security as set forth in the Ordinance, the Lease, the Assignment of Leases, the Deed of Trust, and the Indenture, to issue, sell and deliver the Series 2025 Bonds to the Underwriter as provided in this Purchase Agreement, to own the Facility as set forth in and contemplated by the Official Statement and to carry out, give effect to and consummate the transactions contemplated by the Series 2025 Bonds, the Ordinance, the Lease, the Assignment of Leases, the Deed of Trust, the Indenture, the Tax Certificate, this Purchase Agreement and the Official Statement; (2) the members and officers of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities; (3) the Ordinance has been duly enacted by the Issuer and is in full force and effect; (4) the Lease, the Assignment of Leases, the Indenture, the Tax Certificate, the Deed of Trust and this Purchase Agreement (collectively, the “Transaction Documents”) and the Series 2025 Bonds have been duly authorized, executed and delivered by the Issuer, and (assuming due authorization, execution and delivery by the other parties and that such agreements are binding agreements in accordance with their terms) each constitutes a legal, valid and binding agreement and obligation of the Issuer, enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors’ rights from time to time in effect; (5) the Issuer has duly authorized the execution, delivery and distribution of the Official Statement; (6) to their knowledge, the Issuer is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State of West Virginia, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or, to their knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Issuer is party or to which the Issuer or any of the properties or assets of the Issuer are otherwise subject or bound, which breach or default, in any material way, directly or indirectly, would affect the issuance, execution or delivery of the Series 2025 Bonds or the validity thereof, the validity or enacting of the Ordinance or of the execution or delivery of the Transaction Documents or the other instruments contemplated by any of such documents to which

the Issuer is a party; and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default; and the enacting of the Ordinance and the execution and delivery of the Series 2025 Bonds, the Transaction Documents and the other documents and instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State of West Virginia, the United States of America, or of any department, division, agency or instrumentality of either thereof, or, to their knowledge, any applicable court or administrative decree or order, or, to their knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its properties are otherwise subject or bound; (7) to their knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or to their knowledge threatened in any way questioning or affecting the corporate existence of the Issuer, the organization of the board of the Issuer, or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds, the application of the proceeds thereof in accordance with the Ordinance, the Lease or the Indenture or any assets pledged or to be pledged to pay the principal of and interest on the Series 2025 Bonds, or the pledge of and lien on the security pursuant to the Ordinance, the Lease, the Assignment of Leases, the Deed of Trust and the Indenture, or in any way contesting or affecting the validity or enforceability of the Series 2025 Bonds, the Ordinance, the Transaction Documents or any action of the Issuer, contemplated by any of said documents, or contesting the completeness or accuracy of the Official Statement, or contesting the powers or authority of the Issuer with respect to the issuance, sale or delivery of the Series 2025 Bonds, the enacting of the Ordinance, or the execution and delivery of the Transaction Documents or any action on the part of the Issuer contemplated by any of said documents; (8) all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute conditions precedent to, or the absence of which would materially adversely affect, the due performance by the Issuer of its obligations under the Ordinance, the Series 2025 Bonds, the Transaction Documents, have been duly obtained and are in full force and effect, except for such approvals, consents and orders as may be required under Blue Sky or other securities laws of any state in connection with the offering and sale of the Series 2025 Bonds, as to which no opinion need be expressed; (9) the statements contained in the Official Statement on the cover and under the captions "INTRODUCTION," "JEFFERSON COUNTY BUILDING COMMISSION," "ABSENCE OF MATERIAL LITIGATION," and "APPROVAL OF LEGAL PROCEEDINGS," insofar as such statements purport to summarize characteristics and matters of the Issuer, are accurate and fairly present the information purported to be shown with respect thereto; and (10) based upon their participation in the preparation of the Official Statement and without having made any independent investigations of the operation or affairs of the Issuer or any independent verification of the statements of fact contained in the Official Statement including the appendices thereto, such counsel does not believe that the Official Statement (except as to information regarding financial and statistical data contained in the Official Statement, as to which no opinion or belief need be expressed) contains any untrue statement of a material fact or omits to state a material fact which, in their judgment, is required to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(iv) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Series 2025 Bonds (to be delivered post-Closing);

(v) An opinion, dated the date of the Closing and addressed to the Underwriter, of Jackson Kelly PLLC, Underwriter's Counsel, in the form acceptable to the Underwriter;

(vi) An opinion, dated the date of Closing and addressed to the Underwriter, of \_\_\_\_\_, counsel to the County Commission, to the effect that (1) The County Commission of Jefferson County, West Virginia, is a duly organized and validly existing county commission, public corporation and governing body of Jefferson County, a political subdivision under and pursuant to the Constitution and laws of the State of West Virginia with full legal right, power and authority to enter into the Lease, this Purchase Agreement, the Tax Certificate and the Undertaking (collectively, the "Transaction Documents") and to carry out, give effect to and consummate the transactions contemplated by the Transaction Documents; (2) the County Commission Ordinance has been duly enacted by the County Commission and is in full force and effect; (3) the Transaction Documents have been duly authorized, executed and delivered by the County Commission, and (assuming due authorization, execution and delivery by the other parties and that such agreements are binding agreements in accordance with their terms), the Transaction Documents constitute legal, valid and binding agreements and obligations of the County Commission, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights from time to time in effect; (4) to their knowledge, the County Commission is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State of West Virginia, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or, to their knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument which has been brought to their attention and to which the County Commission is party or to which the County Commission or any of the properties or assets are otherwise subject or bound, which breach or default, in any material way, directly or indirectly, would affect the validity of the Transaction Documents or of the execution or delivery of the Transaction Documents or any other instruments contemplated by any of such documents to which the County Commission is a party; and, to their knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default; and the execution and delivery of the Transaction Documents and the other documents and instruments contemplated by and of the Transaction Documents and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State of West Virginia, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or, to their knowledge, any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument which has been brought to their attention and to which the County Commission is a party or to which the County Commission or any of the properties or assets are otherwise subject or bound; (5) to their knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or to their knowledge threatened in any way questioning or affecting the corporate existence of the

County Commission, the organization of the County Commission, or the titles of the officers and members of the County Commission, the members of the County Commission thereof to their respective offices, or in any way contesting or affecting the validity or enforceability of the Transaction Documents or any action of the County Commission, contemplated thereby, or contesting the powers or authority of the County Commission with respect to the execution and delivery of the Transaction Documents or any action on the part of the County Commission contemplated thereby; (6) all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute conditions precedent to, or the absence of which would materially adversely affect, the due performance by the County Commission of its obligations under the Transaction Documents have been duly obtained and are in full force and effect; (7) the statements contained in the Official Statement on the cover and under the captions “INTRODUCTION,” “JEFFERSON COUNTY,” “ABSENCE OF MATERIAL LITIGATION,” “APPROVAL OF LEGAL PROCEEDINGS,” and “CONTINUING DISCLOSURE,” insofar as such statements purport to summarize characteristics and matters of the County Commission, are accurate and fairly present the information purported to be shown with respect thereto; and (8) based upon their participation in the preparation of the Official Statement and without having made any independent investigations of the operation or affairs of the County Commission or any independent verification of the statements of fact contained in the Official Statement including the appendices thereto, such counsel does not believe that the Official Statement (except as to information regarding financial and statistical data contained in the Official Statement, as to which no opinion or belief need be expressed) contains any untrue statement of a material fact or omits to state a material fact which, in their judgment, is required to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) A certificate, satisfactory to the Underwriter, of the Issuer’s Chairman attested by the Issuer’s Secretary, dated as of the Closing Date, to the effect that: (1) the Issuer has duly performed all obligations to be performed by it at or prior to the Closing Date and that each of the representations and warranties given by the Issuer and contained herein is true as of the Closing Date; (2) the execution, delivery, receipt and due performance of the Series 2025 Bonds, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Certificate, this Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer to carry out, give effect to and consummate the transactions contemplated hereby has occurred; (3) no litigation is pending, or, to the Issuer’s actual knowledge, threatened, to restrain or enjoin the issuance or sale of the Series 2025 Bonds or in any way affecting any authority for or the validity of the Series 2025 Bonds, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Certificate, this Purchase Agreement or the Issuer’s existence or powers; (4) the execution, delivery, receipt and due performance of the Series 2025 Bonds, the Indenture, the Lease, the Assignment of Leases, the Deed of Trust, the Tax Certificate, this Purchase Agreement and other agreements contemplated hereby under the circumstances contemplated hereby and the Issuer’s compliance with the provisions thereof comply with the Act; and (5) the Issuer has duly authorized the execution, delivery and distribution of the Official Statement and approved the language therein.

(viii) A certificate, satisfactory to the Underwriter, of the President of the County Commission and attested by the Jefferson County Clerk, dated as of the Closing Date, to

the effect that: (1) the County Commission has duly performed all obligations to be performed by it at or prior to the Closing Date; (2) the execution, delivery, receipt and due performance of the Lease, the Tax Certificate, the Undertaking and any and all such other agreements and documents as may be required to be executed, delivered and received by the County Commission to carry out, give effect to and consummate the transactions contemplated hereby has occurred; (3) no litigation is pending, or, to the County Commission's actual knowledge, threatened, to restrain or enjoin or in any way affecting any authority for or the validity of the Lease, the Tax Certificate or the Undertaking; (4) the execution, delivery, receipt and due performance of the Lease, the Tax Certificate, the Undertaking and other agreements contemplated hereby under the circumstances contemplated hereby and the County Commission's compliance with the provisions thereof comply with the Constitution and laws of the State of West Virginia; and (5) the County Commission has duly authorized the execution, delivery and distribution of the Official Statement and approved the language therein;

(ix) Copies of this Purchase Agreement executed by the parties hereto;

(x) Evidence that the County Commission has provided for the rent payments pursuant to the Lease;

(xi) Duly authorized and executed copies of the Undertaking, in substantially the form attached as APPENDIX F to the Official Statement and incorporated herein, which complies with the provisions of Rule 15c2-12(b)(5) in form and substance satisfactory to the Underwriter and evidence that the County Commission has adopted post issuance continuing disclosure procedures;

(xii) A certificate of the County Commission executed by authorized officers thereof, dated the date of Closing and in form and substance satisfactory to the Underwriter and Counsel to the Underwriter, to the effect that the County Commission is obligated by such Undertaking and except as provided in the Official Statement is in full compliance with all of the County Commission's prior written continuing disclosure undertakings entered into pursuant to the provisions of Rule 15c2-12(b)(5);

(xiii) A Certificate of the Trustee to the effect that all conditions precedent contained in the Indenture for the issuance of the Series 2025 Bonds have been met, and the Series 2025 Bonds are entitled to the benefit and security of the Indenture;

(xiv) The Ordinance, certified by the Secretary of the Issuer under the seal of the Issuer, as having been duly enacted by the Issuer and as being in full force and effect, with only such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(xv) The County Commission Ordinance, certified by the Jefferson County Clerk, under the seal of the County Commission, as having been duly entered by the County Commission and as being in full force and effect, with only such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(xvi) With respect to the Series 2025 Bonds, an Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in the form satisfactory to Bond Counsel for filing, executed by the duly authorized officer of the Issuer and evidence that the Issuer has adopted post issuance compliance guidelines sufficient to allow the Issuer to check boxes 43 and 44 on Form 8038-G;

(xvii) the Tax Certificate executed by the Issuer and the County Commission;

(xviii) Evidence of the issuance of the Series 2025 Bonds Insurance Policy from the Bond Insurer;

(xix) Evidence of “AA” rating from S&P Global Ratings, based on the Series 2025 Bonds Insurance Policy;

(xx) Executed copies of the Lease, the Assignment of Leases, the Indenture, and the Deed of Trust; and

(xxi) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or its counsel, Jackson Kelly PLLC, reasonably may deem necessary or advisable to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Issuer’s and County Commission’s representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer and the County Commission on or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the County Commission.

All of the opinions, letters, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter and to Jackson Kelly PLLC, Counsel to the Underwriter.

If the Issuer shall be unable to satisfy or cause to be satisfied the conditions to the Underwriter’s obligations in this Purchase Agreement or if the Underwriter’s obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriter and the Issuer shall not have any further obligations, claims or rights hereunder. However, the Underwriter may in its discretion waive in writing one or more conditions imposed by this Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

8. The Underwriter shall be under no obligation to pay and, if the Series 2025 Bonds are issued, the Issuer shall pay or cause to be paid from the proceeds of the Series 2025 Bonds or other funds of the Issuer, any fees and expenses incident to the performance of the Issuer’s obligations hereunder including (i) all expenses in connection with the printing and distribution of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; (ii) all expenses in connection with the preparation, printing, issuance and

delivery of the Series 2025 Bonds; (iii) the fees and disbursements of Steptoe & Johnson PLLC, Bond Counsel; (iv) all advertising expenses in connection with the public offering of the Series 2025 Bonds; (v) the fees and disbursements of the Trustee and the Bond Registrar; (vi) the fees and expenses of Counsel to the Underwriter; and (vii) all other expenses and costs (including the legal fees and expenses of the Issuer and the County Commission) for the authorization, issuance, sale and distribution of the Series 2025 Bonds.

9. The Underwriter shall pay from the underwriting spread all expenses incurred by it in connection with its public offering and distribution of the Series 2025 Bonds, including all out-of-pocket expenses, travel and other expenses and filing fees.

10. For so long as the Underwriter, or dealers or banks, if any, participating in the distribution of the Series 2025 Bonds, is offering the Series 2025 Bonds which constitute the whole or a part of its unsold participations, the Issuer will: (a) not adopt any amendment or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing or which shall be disapproved by Counsel for the Underwriter, unless, in the opinion of the Counsel to the Issuer, such amendment or supplement is required to make the Official Statement not misleading, and (b) if any event relating to or affecting the Issuer shall occur as a result of which it is necessary, in the opinion of Bond Counsel or Counsel for the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment or a supplement to the Official Statement (in form and substance satisfactory to the Counsel for the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. The expense of preparing such amendment or supplement shall be borne by the Issuer. For the purposes of this paragraph, the Issuer will furnish such information with respect to themselves as the Underwriter from time to time may request.

11. Neither the officials of the Issuer or the County Commission nor its employees shall be personally liable for breach of any representation, agreement or warranty made by the Issuer or the County Commission within this Purchase Agreement.

12. Any notice or other communication to be given under this Purchase Agreement may be given by delivering the same in writing as follows:

To the Issuer:

Jefferson County Building Commission  
Attn: Chair  
Jefferson County Courthouse  
100 E. Washington Street  
Charles Town, West Virginia 25414

To the County Commission:

The County Commission of Jefferson County  
Attn: President  
Jefferson County Courthouse  
124 E. Washington Street  
Charles Town, West Virginia 25414

To the Underwriter:

Carty, Harding and Hearn, Inc.  
300 Summers Street, Suite 1500  
Charleston, WV 25301

13. This Purchase Agreement is made solely for the benefit of the Issuer, the County Commission and the Underwriter (including the successors or assigns of the Underwriter) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All agreements of the Issuer in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2025 Bonds.

14. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2025 Bonds and shall execute, and deliver to the Issuer at Closing, an “issue price” or similar certificate substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2025 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(c) With respect to the maturities of the Series 2025 Bonds for which the 10% test has not been satisfied, set forth on Schedule A of the attached Exhibit B, if any, the Underwriter agrees that the Underwriter will neither offer nor sell unsold Series 2025 Bonds of such maturities to any person at a price that is higher than the initial offering price to the public during the period starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the Sale Date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public (the “Hold-the-Offering-Price Rule”).

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

15. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

16. The approval of the Underwriter when required hereunder or the determination of its satisfaction with any document referred to herein shall be in writing signed by the Underwriter and delivered to the Issuer. This Purchase Agreement shall become legally effective upon its acceptance by the Issuer, as evidenced by the signature of the Chairman of the Issuer in the space provided hereinafter therefor, and the approval by the County Commission, as evidenced by the signature of the President of the County Commission in the space provided hereinafter therefor.

[SIGNATURE PAGE FOLLOWS.]

**CARTY, HARDING AND HEARN, INC.**

By: \_\_\_\_\_  
Its: Director

ACCEPTED AND APPROVED:

June \_\_\_\_, 2025 at \_\_\_\_\_ .m.

**JEFFERSON COUNTY BUILDING COMMISSION**

By: \_\_\_\_\_  
Its: Chair

ACKNOWLEDGED AND AGREED:

June \_\_\_\_, 2025 at \_\_\_\_\_ .m.

**THE COUNTY COMMISSION OF JEFFERSON COUNTY**

By: \_\_\_\_\_  
Its: President

**EXHIBIT A**

\$ \_\_\_\_\_  
**JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)  
LEASE REVENUE BONDS  
(JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)  
SERIES 2025**

**MATURITIES, AMOUNTS, INTEREST RATES, YIELDS, PRICES AND CUSIPS**

\$ \_\_\_\_\_ **Series 2025 Serial Bonds**

<b>Maturity Date (____ 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>Price</b>	<b>Yield</b>	<b>CUSIP</b>
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____

**Series 2025 Term Bonds**

\$ \_\_\_\_\_ % Term Bond Due \_\_\_\_\_ 1, 20\_\_ Price: \_\_\_\_\_ % Yield \_\_\_\_\_ % CUSIP: \_\_\_\_\_

\$ \_\_\_\_\_ % Term Bond Due \_\_\_\_\_ 1, 20\_\_ Price: \_\_\_\_\_ % Yield \_\_\_\_\_ % CUSIP: \_\_\_\_\_

\$ \_\_\_\_\_ % Term Bond Due \_\_\_\_\_ 1, 20\_\_ Price: \_\_\_\_\_ % Yield \_\_\_\_\_ % CUSIP: \_\_\_\_\_

**Optional Redemption**

The Series 2025 Bonds maturing on and after \_\_\_\_\_ 1, 20\_\_, are subject to optional redemption prior to maturity by the Issuer, at the direction of the County Commission, as a whole or in part on any date on and after \_\_\_\_\_ 1, 20\_\_, in order of maturity selected by the Issuer, at the direction of the County Commission, and by lot within a maturity, in multiples of \$5,000, at the redemption price of par, plus accrued interest to the date fixed for redemption.

**Mandatory Sinking Fund Redemption**

(i) The Series 2025 Bonds maturing on \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption on \_\_\_\_\_ 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

Year	
( _____ 1)	Amount*
20__	\$ _____

When such Series 2025 Bonds have been redeemed as set forth above, a balance of \$ \_\_\_\_\_ will mature on \_\_\_\_\_ 1, 20\_\_, unless previously retired.

(ii) The Series 2025 Bonds maturing on \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption on \_\_\_\_\_ 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

Year	
( _____ 1)	Amount*
20__	\$ _____

When such Series 2025 Bonds have been redeemed as set forth above, a balance of \$ \_\_\_\_\_ will mature on \_\_\_\_\_ 1, 20\_\_, unless previously retired.

(iii) The Series 2025 Bonds maturing on \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption on \_\_\_\_\_ 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

Year	
( _____ 1)	Amount*
20__	\$ _____

When such Series 2025 Bonds have been redeemed as set forth above, a balance of \$ \_\_\_\_\_ will mature on \_\_\_\_\_ 1, 20\_\_, unless previously retired.

**Extraordinary Optional Redemption**

(i) In the event of damage to or destruction of the Facility or any portion thereof, or in the event of the condemnation of the Facility or any portion thereof, the Series 2025 Bonds shall be subject to redemption prior to maturity in whole or in part (provided that the aggregate principal amount of Series 2025 Bonds being redeemed in part shall not be less than \$50,000) on any date, at the option of the Issuer at the direction of the County Commission in any multiple of \$5,000, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date.

(ii) If there should occur a Determination of Taxability, the Series 2025 Bonds shall be redeemed in whole on the Taxable Redemption Date, at a price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed plus accrued interest thereon to the Taxable Redemption Date. The term “Taxable Redemption Date” means either (A) that date which is set

by the Issuer by written advice provided to the Trustee within one hundred eighty (180) days of the first to occur of (1) the date when the Trustee notifies the Issuer of the occurrence of a Determination of Taxability, or (2) the date when the Issuer otherwise becomes aware of any Determination of Taxability, which date shall be not less than forty-five (45) days nor more than one hundred eighty (180) days subsequent to the date when such notice is provided by the Issuer, or, (B) if the Trustee has not received such a notice prior to the expiration of such one hundred eighty (180) day period, the first date following the expiration of such one hundred eighty (180) day period for which the required notice of redemption may be given, as determined by the Trustee in its sole discretion.

“Determination of Taxability” shall mean a determination that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest under the Code, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(i) the date on which the Trustee receives an opinion of Bond Counsel that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest; or

(ii) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any private ruling, technical advice or any other written communication with or to the effect that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest; or

(iii) the date on which the Issuer shall receive notice from the Trustee in writing that the Trustee has been advised by any Bondholder or former Bondholder that the Internal Revenue Service has issued a thirty-day letter or other notice which asserts that the interest on such Bondholder's Series 2025 Bonds does not qualify as exempt interest; or

(iv) any failure that, according to a written opinion of Bond Counsel, addressed and delivered to the Trustee, will adversely affect the tax-exempt status of the Series 2025 Bonds;

provided, however, that in the case of any event described in clause (i), (ii), (iii) or (iv) of the preceding sentence, such event shall not become a Determination of Taxability if the Issuer shall have notified the Trustee within twenty-one (21) days following notice to the Issuer of the occurrence of such event that the Issuer has elected to contest at its own expense any opinion described in (i) above, any conclusion as to the effect on the tax-exempt status of the Series 2025 Bonds of the events described in (ii) or (iv) or any assessment noticed by the thirty-day letter described in (iii) above unless and until either (A) no final determination by a court of competent jurisdiction or ruling or technical advice memorandum from the United States Internal Revenue Service to the effect that interest on the Series 2025 Bonds has not become subject to federal income taxation (except in the case of a "substantial user" or "related person" as aforesaid) has been obtained prior to the earliest of (1) the date which is one hundred thirty-five days (135) subsequent to the date on which the Determination of Taxability would have been deemed to have occurred but for such contest, (2) the date when any opportunity to contest such determination in the courts of the United States or before the United States Internal Revenue Service shall have expired, or (3) such earlier time at which the Issuer elects to discontinue such contest; or (B) there has been a final determination that interest on the Series 2025 Bonds has become subject to federal

income taxation; provided, however, the date of occurrence of the Determination of Taxability shall not be postponed pending any such contest unless the Trustee shall have been furnished with the written legal opinion of Bond Counsel to the effect that such contest is not frivolous and that the Issuer has reasonable legal grounds for asserting that interest on the Series 2025 Bonds has not become subject to federal income taxation (except in the case of a substantial user or related person, as aforesaid). The Bondholder shall have no obligation to notify the Issuer of any Determination of Taxability or to participate or cooperate in any contest thereof. Notwithstanding anything else herein contained, a "Determination of Taxability" shall not be deemed to have occurred solely by virtue of the fact that interest on the Series 2025 Bonds may be deemed to be an item of tax preference for purposes of alternative minimum tax.

**EXHIBIT B**

**FORM OF ISSUE PRICE CERTIFICATE**

§ \_\_\_\_\_  
**JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)  
LEASE REVENUE BONDS  
(JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)  
SERIES 2025**

**ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of CARTY, HARDING AND HEARN, INC. (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Series 2025 Bonds”).

**1. Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of each such Maturity of the Series 2025 Bonds was sold to the Public is the respective price listed in Schedule A.

**2. Initial Offering Price of the Hold-the-Offering-Price Maturities.**

(a) The Underwriter has offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2025 Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Series 2025 Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”). Pursuant to such agreement, no Underwriter has offered or sold any unsold Series 2025 Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2025 Bonds during the Holding Period.

**3. Defined Terms.**

(a) “General Rule Maturities” means those Maturities of the Series 2025 Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) “Hold-the-Offering-Price Maturities” means those Maturities of the Series 2025 Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) “Holding Period” means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_, 2025), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) “Issuer” means the Jefferson County Building Commission.

(e) “Maturity” means Series 2025 Bonds with the same credit and payment terms. Series 2025 Bonds with different maturity dates, or Series 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2025 Bonds. The Sale Date of the Series 2025 Bonds is \_\_\_\_\_, 2025.

(h) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2025 Bonds, and by Steptoe & Johnson PLLC in connection with rendering its opinion that the interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Series 2025 Bonds.

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CARTY, HARDING AND HEARN, INC.

By: \_\_\_\_\_

Its: Senior Managing Director

Dated: \_\_\_\_\_, 2025

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**  
**(Attached)**

**GENERAL RULE MATURITIES**

**HOLD-THE-OFFERING-PRICE MATURITIES**

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**

**JEFFERSON COUNTY BUILDING COMMISSION  
BORROWER POST-ISSUANCE TAX COMPLIANCE PROCEDURES  
FOR TAX-EXEMPT BONDS**

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds (the “Bonds”) issued on behalf of The County Commission of Jefferson County (the “Borrower”) so as to maximize the likelihood that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met. The Borrower reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant provided, any exceptions to these procedures shall not be made without engaging bond counsel or other legal counsel for consultation for a determination that such exception would not cause the Bonds to lose their tax-exempt status and notification to the Building Commission of such exception. The Borrower also reserves the right to change these policies and procedures from time to time. The Borrower shall also be responsible for ensuring an adequate succession plan for transferring post-issuance compliance responsibility when changes in staff occur.

**General**

The Borrower now identifies post-issuance tax compliance procedures for all Bonds issued on its behalf.

**Post-Issuance Compliance Requirements**

External Advisors / Documentation

The Borrower shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. The Borrower also shall engage bond counsel and other legal counsel and advisors, as needed, for consultation following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with any potential changes in use of Bond-financed or refinanced assets.

The Borrower shall be responsible for determining (or obtain expert advice to determine) whether arbitrage rebate calculations have to be made for the Bond issue. If it is determined that such calculations are or are likely to be required, the Borrower shall engage expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, or else shall ensure that it has adequate financial, accounting and legal resources of its own to make such calculations, Borrower shall make any rebate payments required on a timely basis.

Unless otherwise provided by the indenture relating to the Bonds, unexpended Bond proceeds shall be held by a trustee or other financial institution, and the investment of Bond proceeds shall be managed by the Borrower. The Borrower shall prepare (or cause the trustee or other financial

institution to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds and such statements shall be delivered to the bond issuer if it so requests.

### Arbitrage Rebate and Yield

The Chief Financial Officer of the Borrower (the “Chief Financial Officer”) shall be responsible for overseeing compliance with arbitrage rebate requirements under federal tax regulations:

- 1) If at the time of Bond Issuance, based on reasonable expectations set forth in the Tax Certificate or Tax Regulatory Agreement (the “Tax Certificate”), it appears likely that the Bond issue will qualify for an exemption from the rebate requirement, the Borrower may defer taking any of the actions set forth in the subsection (2). Not later than the time of completion of construction or acquisition of the Bond-financed project, and depletion of all funds from the project fund, the Borrower shall make a determination if expenditure of the Bond proceeds qualified for exemption from the rebate requirements based on spending within a 6-month, 18-month or 2-year period after issuance. If rebate exemption is determined to be applicable, Borrower shall prepare and keep in the permanent records of the Bond issue a memorandum evidencing this conclusion together with records of expenditure to support such conclusion. If the transaction does not qualify for rebate exemption, Borrower shall initiate the steps set forth in (2) below.
- 2) If at the time of Bond issuance, it appears likely that arbitrage rebate calculations will be required, or upon determination that calculations are required pursuant to (1) above, Borrower shall:
  - if necessary, (i) engage the services of a Rebate Service Provider, (ii) prior to each rebate calculation date, cause the trustee or other financial institution investing bond proceeds to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider, and (iii) if necessary, contributing, or causing the trustee to contribute any required annual payments into any rebate fund;
  - provide to the Rebate Service Provider additional documents and information reasonable requested by the Rebate Service Provider;
  - monitor efforts of the Rebate Service Provider;
  - assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed or matures;
  - during the construction period of each capital project financed in whole or in part by Bonds, monitor the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months, as applicable, following the issue date of the Bonds;

- retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements” and, upon request, providing such copies to the Bond issuer; and
- in lieu of engaging an outside Rebate Service Provider, the Borrower may make a determination that it has sufficient capabilities using its own personnel, supported by its regular accounting and legal advisers, to be able to make the required rebate calculations. Such determination shall be evidenced in writing with specific reference to the personnel and advisers to carry out the calculations, and such written determination shall be maintained in the records of the Bond transaction.

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The Chief Financial Officer shall be responsible for:

- monitoring the use of Bond proceeds (including investment earnings and including reimbursement of expenditures made before Bond issuance) and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate relating to the Bonds;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds (including investment earnings and including reimbursement of expenditures made before Bond issuance), including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discussing any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate relating to the Bonds;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discussing any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate relating to the Bonds;
- to the extent that the Borrower discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified Bonds, if such counsel advises that a remedial action is necessary;
- to the extent that Bond proceeds were used to acquire an existing building and the following requirement is applicable, confirming that qualified rehabilitation expenditures in an amount equal to at least 15% of the amount of such proceeds were made no later than 24 months after the later of (1) the date of issuance of the Bonds, or (2) the date of acquisition of the building;
- to the extent that the following requirement is applicable, confirming that less than 25% of Bond proceeds were used to acquire land; and

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The Chief Financial Officer shall be responsible for maintaining the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least 3 years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Borrower at or in connection with closing of the issue of Bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds and the Final Completion Report filed pursuant to the Loan Agreement; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

DATED: June \_\_, 2025

THE COUNTY COMMISSION OF  
JEFFERSON COUNTY

By: \_\_\_\_\_  
Its: President

## **PROCEDURES FOR COMPLIANCE WITH OBLIGATIONS UNDER CONTINUING DISCLOSURE UNDERTAKINGS**

These Procedures for Compliance with Obligations under Continuing Disclosure Undertakings (these “Procedures”) are established as of June \_\_\_, 2025, and set forth specific procedures of The County Commission of Jefferson County, West Virginia (the “County Commission”), designed to assist in compliance with applicable requirements set forth in undertakings (“Continuing Disclosure Undertakings”) providing for ongoing disclosure in connection with the offering of obligations to investors for obligations (whether or not tax-exempt/tax-advantaged) subject to the continuing disclosure requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

These Procedures document practices and describe various procedures for preparing and disseminating related reports and information and reporting “listed events” for the benefit of the holders of the County Commission’s obligations or obligations issued by the Jefferson County Building Commission (the “Building Commission”) for the benefit of the County Commission and for which the County Commission is obligated under the related Continuing Disclosure Undertaking and to assist the Participating Underwriters (within the meaning of the Rule) in complying with the Rule and the Continuing Disclosure Undertaking.

The County Commission recognizes that compliance with pertinent law is an ongoing process; necessary during the entire term of any obligations issued by the Building Commission for the benefit of the County Commission or issued by the County Commission directly and is an integral component of the County Commission’s debt management. Accordingly, implementation of these Procedures will require ongoing monitoring and consultation with bond counsel and the County Commission’s accountants and advisors.

### **General Policies and Procedures**

The following policies relate to procedures and systems for monitoring post-issuance compliance generally.

1. The County Administrator (the “Compliance Officer”) shall be responsible for monitoring post-issuance compliance issues.
2. The Compliance Officer will coordinate procedures for record retention and review of such records.
3. All documents and other records relating to obligations issued by the Issuer for the benefit of the County Commission or issued by the County Commission directly shall be maintained by or at the direction of the Compliance Officer.
4. The Compliance Officer will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually.

5. The Compliance Officer will review the annual information required to be filed pursuant to each Continuing Disclosure Undertaking.

## **Continuing Disclosure**

Under the provisions of the Rule, Participating Underwriters are required to reasonably determine that issuers (such as the Building Commission or the County Commission as applicable) have entered into written Continuing Disclosure Undertakings to make ongoing disclosure in connection with offerings of obligations to investors subject to the Rule. Unless the Building or the County Commission as applicable is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, a Continuing Disclosure Undertaking executed by the County Commission will be required.

In order to monitor compliance by the County Commission with its Continuing Disclosure Undertakings, the Compliance Officer will take the actions listed below, if and as required by such Continuing Disclosure Undertakings. The Compliance Officer may coordinate with staff, and may engage a dissemination agent, counsel, and/or other professionals to assist in discharging the Compliance Officer's duties under these Procedures as the Compliance Officer deems necessary.

### **A. Compilation of Currently Effective Continuing Disclosure Undertakings**

The Compliance Officer shall compile and maintain a set of all currently effective Continuing Disclosure Undertakings of the County Commission. Such agreements are included in the transcript of proceedings for the Building Commission or County Commission, as applicable, respective obligation issue. Continuing Disclosure Undertakings are "Currently Effective" for purposes of these Procedures (and hence shall be included in the set of Currently Effective Continuing Disclosure Undertakings) for so long as the obligations to which they relate are outstanding. As obligations are completely repaid or redeemed, the Compliance Officer shall remove the related Continuing Disclosure Undertakings from the set of Currently Effective Continuing Disclosure Undertakings.

### **B. Annual Review and Annual Reporting Requirements**

The Compliance Officer shall ensure that all necessary financial statements, financial information and operating data is filed in the manner and by the filing dates set forth in the Currently Effective Continuing Disclosure Undertakings. The Compliance Officer shall review the set of Currently Effective Continuing Disclosure Undertakings annually, prior to each annual filing, keeping in mind:

- The financial information and operating data required to be reported under a particular Continuing Disclosure Undertaking may differ from the financial information and operating data required to be reported under another Continuing Disclosure Undertaking; and

- The timing requirements for reporting under a particular Continuing Disclosure Undertaking may differ from the timing requirements for filing under another Continuing Disclosure Undertaking.

**C. Calendar; EMMA Notification System**

The Compliance Officer shall keep a calendar of all pertinent filing dates required under the County Commission’s Currently Effective Continuing Disclosure Undertakings. The Compliance Officer shall also subscribe to notification services made available through the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board.

**D. Annual Review of Prior Filings**

As part of the annual review process, the Compliance Officer shall also review prior filings made within the past five years subsequent to the last such review of prior filings. If the Compliance Officer discovers any late or missing filings, the Compliance Officer (after discussing the circumstances with the County Commission’s dissemination agent, counsel or other agents as necessary) shall file the missing information.

**E. Monitoring of Listed Events**

The Compliance Officer shall monitor the occurrence of any of the following events and/or other events set forth in the Currently Effective Continuing Disclosure Undertakings and shall provide notice of the same in the required manner and by the relevant reporting deadline (generally within 10 days of the occurrence):

- Principal and interest payment delinquencies;
- Non-payment related defaults, if material;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Building Commission’s or County Commission’s obligations, as applicable, or other material events affecting the tax status of the Building Commission’s or County Commission’s obligations, as applicable;
- Modification to rights of holders of the Building Commission’s or the County Commission’s obligations, as applicable, if material;

- Calls of the obligations, if material, and tender offers;
- Defeasances of the obligations;
- Release, substitution or sale of property securing repayment of the obligations, if material;
- Rating changes;
- Bankruptcy, insolvency, receivership or similar event of the County Commission;
- The consummation of a merger, consolidation, or acquisition involving the County Commission or the sale of all or substantially all of the assets of the County Commission, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- Incurrence of a Financial Obligation of the County Commission, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County Commission, any of which affect the bondholders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County Commission, any of which reflect financial difficulties.

#### **F. Review of Official Statements**

The Compliance Officer shall review drafts of any offering document for a new offering of obligations, with assistance from its dissemination agent, counsel or other agents of the County Building Commission as necessary and shall determine that the offering document accurately and completely describes the County Commission's continuing disclosure compliance history within the five years prior to the date of the respective Official Statement. This compliance review is not meant to limit the County Commission's other reviews of or diligence procedures relating to its offering documents.

#### **G. Record Retention**

The Compliance Officer shall retain documentation evidencing the County Commission's annual reviews and its reviews of offering documents in connection with new offerings as set forth above. The County Commission shall retain this documentation, for each Continuing Disclosure Undertaking, for the period that the related obligations are outstanding.

**H. Annual Review Checklist**

The Compliance Officer may (or may not) choose to use and retain the attached Annual Review Checklist attached hereto as Exhibit A to assist in implementing these Procedures.

ADOPTED: June \_\_, 2025

THE COUNTY COMMISSION OF JEFFERSON  
COUNTY

By: \_\_\_\_\_  
Its: President

**EXHIBIT A**

**CONTINUING DISCLOSURE ANNUAL REVIEW CHECKLIST**

1. **Fiscal Year Ending:** \_\_\_\_\_

2. **Compliance Officer:** \_\_\_\_\_

3. **Checklist Completion Date:** \_\_\_\_\_

4. **Obligations for which there are Currently Effective Continuing Disclosure Undertakings - Attach Agreements:**

\$ \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

\$ \_\_\_\_\_, \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

\$ \_\_\_\_\_, \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

\$ \_\_\_\_\_, \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

\$ \_\_\_\_\_, \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

\$ \_\_\_\_\_, \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

\$ \_\_\_\_\_, \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

5. **Have any new Obligations subject to Continuing Disclosure Been Issued this Year?**

\_\_\_\_\_ No

\_\_\_\_\_ Yes (Add Agreement to Currently Effective Continuing Disclosure Undertakings) If Yes, did the Compliance Officer review the Offering Document's Description of the Issuer's Continuing Disclosure Compliance History within the Prior 5 Years?

**Circle: Y/ N** (If N, review and discuss any issues with counsel.)

6. **Have any Obligations subject to Continuing Disclosure Been Completely Paid or Redeemed this Year?**

\_\_\_\_\_ No

\_\_\_\_\_ Yes (Remove Agreement from Currently Effective Continuing Disclosure Undertakings)

**7. (a) Has the Compliance Officer Reviewed the Annual Continuing Disclosure Filing to Ensure that all Necessary Financial Statements, Financial Information and Operating Data is Included?**

\_\_\_\_\_ Yes

\_\_\_\_\_ No (Compliance Officer must review the Annual Continuing Disclosure Filing)

**(b) For purposes of this review, please keep in mind:**

	Checked?
Different Continuing Disclosure Undertakings may require different information to be filed (so check each one)	Y / N
Different Continuing Disclosure Undertakings may have different filing timing requirements (so check each one).	Y / N

**Have any of the Following Events Occurred this Year?**

Event	Circle
1. Principal and interest payment delinquencies	Y / N
2. Non-payment related defaults, if material	Y / N
3. Unscheduled draws on debt service reserves reflecting financial difficulties	Y / N
4. Unscheduled draws on credit enhancements reflecting financial difficulties	Y / N
5. Substitution of credit or liquidity providers, or their failure to perform	Y / N
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the obligations, or other material events affecting the tax status of the obligations	Y / N
7. Modification to rights of holders of the obligations, if material	Y / N
8. Calls of the obligations, if material, and tender offers	Y / N
9. Defeasances of the obligations	Y / N

- |     |   |       |
|-----|---|-------|
| 10. | Release, substitution or sale of property securing repayment of the obligations, if material  | Y / N |
| 11. | Rating changes  | Y / N |
| 12. | Bankruptcy, insolvency, receivership or similar event of the County Commission  | Y / N |
| 13. | The consummation of a merger, consolidation, or acquisition involving the County Commission or the sale of all or substantially all of the assets of the County Commission, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material | Y / N |
| 14. | Appointment of a successor or additional trustee or the change of name of a trustee, if material  | Y / N |
| 15. | Incurrence of a Financial Obligation of the County Commission, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County Commission, any of which affect the bondholders, if material; and   | Y/N   |
| 16. | Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County Commission, any of which reflect financial difficulties   | Y/N   |

**If any such Event Occurred, was Proper Notice Provided?**

\_\_\_\_\_ Yes

\_\_\_\_\_ No (Call your dissemination agent, if any, or counsel immediately to discuss)

\_\_\_\_\_ N/A

**Has the County Commission Retained a Dissemination Agent? (i.e., a Paid Third Party that Assists with Filings)**

\_\_\_\_\_ Yes: Name/Contact: \_\_\_\_\_

\_\_\_\_\_ No

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE JEFFERSON COUNTY BUILDING COMMISSION (THE "ISSUER") OF NOT MORE THAN \$16,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF JEFFERSON COUNTY BUILDING COMMISSION LEASE REVENUE BONDS (JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT) SERIES 2025 TO PROVIDE ALL OR A PORTION OF THE FUNDS TO ACQUIRE, DESIGN, CONSTRUCT, RENOVATE, IMPROVE, FURNISH AND EQUIP A NEW JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX IN CHARLES TOWN, WEST VIRGINIA AND RELATED FACILITIES (THE "PROJECT"), AND TO PAY OTHER COSTS IN CONNECTION THEREWITH: PROVIDING FOR THE LEASING OF THE PROJECT TO THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA (THE "COUNTY COMMISSION") ALL AS MORE FULLY SET FORTH HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND INDENTURE AND SECURITY AGREEMENT, A CREDIT LINE DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING, A LEASE AGREEMENT BETWEEN THE ISSUER AND THE COUNTY COMMISSION, AN ASSIGNMENT OF LEASES AND A BOND PURCHASE AGREEMENT; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AUTHORIZING THE PAYMENT OF A PREMIUM FOR A MUNICIPAL BOND INSURANCE POLICY; AUTHORIZING THE SALE OF SUCH BONDS AND TAKING OTHER NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE AND SALE OF SUCH BONDS.

WHEREAS, pursuant to the authority contained in Chapter 8, Article 33 of the Code of West Virginia, 1931, as amended (the "Enabling Act"), The County Commission of Jefferson County, West Virginia (the "County Commission") created the Jefferson County Building Commission (the "Issuer") for the purposes, among other things, of acquiring, purchasing, owning and holding any real or personal property; of acquiring, constructing, equipping, maintaining and operating public buildings, structures, projects and appurtenant facilities of any type for which the County Commission is permitted by law to expend public funds; of leasing any such property or any such part thereof for public purposes to such persons and upon such terms as the Issuer deems proper; and of raising funds to be used for such purposes by the issue and sale of its revenue bonds; and

WHEREAS, the County Commission has determined that there is a need for the acquisition, design, construction, renovation, improvement, furnishing and equipping of the real estate together with the improvements thereon located at 393 North Lawrence Street and 330

North George Street, Charles Town, West Virginia (the foregoing real estate together with the improvements thereon, including without limitation any improvements, furnishings or equipment resulting from the Project, as hereinafter defined, are referred to herein as the “Property”) in accordance with the preliminary report or plans and specifications prepared by ZMM LLC, also known as ZMM Architects and Engineers, a copy of which is on file with the County Commission, to be used initially by the County Commission as a new Jefferson County Government and Judicial Complex (the “Project”), which Property will be transferred by the current owners thereof to the Issuer prior to or contemporaneously with the issuance of the Series 2025 Bonds hereinafter authorized and which Property is to be leased initially by the Issuer to the County Commission; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act and Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended (the “Bond Act”) (the Enabling Act and the Bond Act being hereinafter referred to collectively as the “Act”), the Issuer proposes to issue its Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025 (the “Series 2025 Bonds”), in an aggregate principal amount of not more than \$16,000,000 to finance costs of the Project and to pay costs of issuing the Series 2025 Bonds and related costs, including the payment of a premium for a municipal bond insurance policy; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, the Property will be leased initially by the Issuer to the County Commission pursuant to a Lease Agreement by and between the Issuer, as Lessor, and the County Commission as Lessee (the “Lease”) to be effective as of the date of closing of the issuance of the Bonds (the “Closing”) or such other date as may be set forth in one or more supplemental resolutions to be adopted by the Issuer (each a “Supplemental Resolution” whether one or more) or in one or more Certificates of Determinations executed by the Chairman of the Issuer (the “Chairman”) or Vice Chairman of the Issuer (the “Vice Chairman”) (each a “Certificate of Determinations” whether one or more); and

WHEREAS, the rentals to be paid by the County Commission under the Lease, to the extent the same is not terminated by the County Commission, have been determined by the Issuer to be at least sufficient to pay the principal of and interest on the Series 2025 Bonds; and

WHEREAS, capitalized terms used and not otherwise defined herein have the respective meanings given them in the Bond Indenture and Security Agreement (herein referred to as the “Indenture”) between the Issuer and a bond trustee (the “Trustee”) to be designated in a Supplemental Resolution or a Certificate of Determinations to be dated as of the date of Closing or such other date as may be set forth in a Supplemental Resolution or a Certificate of Determinations, as further described herein; and

WHEREAS, the principal of and the premium, if any, and interest on the Series 2025 Bonds and all other payments provided for in the Indenture will be secured by a pledge of the Lease and any other lease of any or all of the Property permitted by the Indenture (the Lease and any other lease of any or all of the Property permitted by the Indenture are collectively referred to herein as the “Leases”) pursuant to the Indenture and an Assignment of Leases to be executed by the Issuer (the “Assignment of Leases”), the Credit Line Deed of Trust, Security

Agreement and Fixture Filing (herein referred to as the “Deed of Trust”) to be effective as of the date of Closing or such other date as may be set forth in a Supplemental Resolution or a Certificate of Determinations, to be executed and delivered by the Issuer in favor of the Trustee granting a first priority lien on the Property, as further described in the Deed of Trust and any other property or funds pledged under the Indenture, and the Series 2025 Bonds will not constitute an indebtedness or liability of the State of West Virginia, the County Commission (except as provided in the Lease) or the Issuer (except as expressly provided in the applicable documents) or a charge against any of the property thereof (except as expressly provided in the applicable documents), or an obligation on the part of any officer or member of the Issuer; and

WHEREAS, no owner of the Series 2025 Bonds shall ever have the right to compel the exercise of any taxing power of the State of West Virginia, or any political subdivision or municipal corporation thereof, including without limitation the County Commission, for the payment of such principal of or such premium, if any, or interest on the Series 2025 Bonds; and

WHEREAS, the forms of the Indenture, the Lease, the Deed of Trust and the Assignment of Leases shall, if acceptable to the Issuer and its legal counsel, be as approved in a Supplemental Resolution or a Certificate of Determinations; and

WHEREAS, the name of the Series 2025 Bonds may be changed by the Issuer by a Supplemental Resolution or a Certificate of Determinations; and

WHEREAS, there will be prepared by counsel to Carty, Harding & Hearn, Inc. (the “Underwriter”) with respect to the Series 2025 Bonds a Preliminary Official Statement (the “Preliminary Official Statement”), a Bond Purchase Agreement (the “Bond Purchase Agreement”) and a Final Official Statement (the “Official Statement”), which will be presented for approval by a Supplemental Resolution or a Certificate of Determinations; and

WHEREAS, the Issuer finds and determines that it has full power and authority to issue the Series 2025 Bonds and to make the pledges for the payment thereof as are to be more particularly set forth in the Indenture, and to enter into the Indenture, the Lease, the Deed of Trust, the Assignment of Leases, and the Bond Purchase Agreement and to grant a lien on and security interest in the Leases and the other assets pledged under the Indenture and the Assignment of Leases, or encumbered under the Deed of Trust, all pursuant to the Act, and that the Issuer has taken or will take by the enactment and adoption of this Ordinance and Supplemental Resolution hereinafter described, and by a Certificate of Determinations, if a Certificate of Determinations is utilized, subject to the public hearing thereon hereinafter provided for, all actions necessary to authorize its proper officers to sign, seal and deliver the Indenture, the Lease, the Deed of Trust, the Assignment of Leases, the Bond Purchase Agreement, the Official Statement and the Series 2025 Bonds; and

WHEREAS, the Issuer will establish the exact principal amount and purchase price of and the interest rate or rates on the Series 2025 Bonds, as well as the date of such Series 2025 Bonds, the Indenture, the Lease, the Deed of Trust and the Assignment of Leases, if different from the date of Closing, and redemption provisions, maturity date or dates and other terms and provisions of the Series 2025 Bonds, will designate the Trustee, and will approve the

forms of the Indenture, the Lease, the Deed of Trust, the Assignment of Leases, the Bond Purchase Agreement, the Preliminary Official Statement and Official Statement, if found acceptable to the Issuer and its legal counsel, by or in the manner set forth in a Supplemental Resolution and/or a Certificate of Determinations.

NOW, THEREFORE, BE IT ORDAINED by the Jefferson County Building Commission as follows:

**Section 1. Findings and Determinations.** The Issuer specifically finds and determines as follows:

(a) This Ordinance is enacted pursuant to and in accordance with the provisions of the Act, the Series 2025 Bonds shall be issued pursuant to the Act, and the Series 2025 Bonds shall contain a recital that they are issued pursuant to the Act;

(b) The purposes for issuing the Series 2025 Bonds include, among other things, the financing of all or a portion of the costs of the Project and the payment of costs relating to the issuance of the Series 2025 Bonds and related costs, including the payment of a premium for a municipal bond insurance policy;

(c) It is necessary to have a special meeting on June 2, 2025, or on such other date as determined by the Chairman with notice to the other members of the Issuer, for the purpose of holding a public hearing upon the enactment of this Ordinance;

(d) The abstract of this Ordinance in the form of the notice set forth as Exhibit A hereto and made a part of this Ordinance as though set forth in full herein contains sufficient information as to give notice of the contents of this Ordinance.

**Section 2. Details of the Bonds; Authorization of the Project.** (a) It is hereby authorized and directed that the Series 2025 Bonds be issued pursuant to the Act, be designated “Jefferson County Building Commission Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025,” or such other name as may be designated by the Issuer in a Supplemental Resolution or a Certificate of Determinations, and be issued in one or more series as provided by a Supplemental Resolution or a Certificate of Determinations relating to each such series. The Series 2025 Bonds shall be dated as of the date of Closing or such other date as may be set forth in a Supplemental Resolution or a Certificate of Determinations. The Series 2025 Bonds shall be in the aggregate principal amount of not more than \$16,000,000. The exact principal amount, interest rate or rates, with the initial average coupon not to exceed eight percent (8%) per annum, redemption provisions, maturity date or dates not to exceed thirty-one (31) years from the date of issuance and other terms and provisions of the Series 2025 Bonds to the extent not otherwise set forth herein shall be established by a Supplemental Resolution or a Certificate of Determinations.

(b) The form of the Series 2025 Bonds and other details with respect thereto shall be as set forth in the Indenture as executed by the Chairman or Vice Chairman.

(c) The Project is hereby authorized and approved and the acquisition, design, construction, renovation, improvement, furnishing and equipping of the Property in connection with the Project are hereby ordered.

**Section 3. Security.** The Series 2025 Bonds shall be secured by the pledge effected by the Indenture and by the encumbrance effected by the Deed of Trust and shall be payable from and secured by a pledge of the Leases pursuant to the Indenture and the Assignment of Leases and any other property or funds described in the Indenture. The Series 2025 Bonds, the premium, if any, on and the interest thereon are special obligations of the Issuer and are payable solely from the revenues and funds derived pursuant to the Leases, which revenues, funds and security have been pledged and assigned to the Trustee to secure payment of the Series 2025 Bonds, and other amounts held under the Indenture, including proceeds from the sale of the Property and other property encumbered by the Deed of Trust. The Series 2025 Bonds and the premium, if any, and the interest thereon shall never constitute an indebtedness of the State of West Virginia, the County Commission or the Issuer within the meaning of any West Virginia constitutional provision or statutory limitation or a charge against any of the property of the aforementioned (except as expressly provided in the applicable documents); shall never constitute or give rise to a pecuniary liability of the County Commission (except as provided in the Lease) or a charge against the general credit or taxing power of the County Commission (except as provided in the Lease), or the State of West Virginia, and shall never give any right against any officer or member of the Issuer.

**Section 4. Forms of Documents.** The forms of the Indenture, the Lease, the Deed of Trust and the Assignment of Leases shall be considered and, if found acceptable to the Issuer and its legal counsel, approved by a Supplemental Resolution or a Certificate of Determinations.

**Section 5. Bond Purchase Agreement.** The sale of the Series 2025 Bonds by the Issuer to the Underwriter on the terms and conditions to be set forth in the Bond Purchase Agreement for the Series 2025 Bonds, and upon the basis of the representations to be set forth therein, is determined to be in the best interests of the Issuer and is hereby approved. The final purchase price of the Series 2025 Bonds will be determined and set forth in a Supplemental Resolution or a Certificate of Determinations.

The form of the Bond Purchase Agreement for the Series 2025 Bonds shall be considered and, if found acceptable to the Issuer and its legal counsel, approved by a Supplemental Resolution or a Certificate of Determinations. The Chairman and Vice Chairman are each hereby authorized and directed to execute and deliver the Bond Purchase Agreement for the Series 2025 Bonds as so approved with such changes, insertions and omissions as may be required to reflect the terms of sale of the Series 2025 Bonds and as may be approved by the Chairman or Vice Chairman executing the Bond Purchase Agreement. The execution of the Bond Purchase Agreement by the Chairman or Vice Chairman shall be conclusive evidence of such approval.

**Section 6. Official Statement.** The form of the Preliminary Official Statement for the Series 2025 Bonds shall be considered and, if found acceptable to the Issuer and its legal counsel, approved by a Supplemental Resolution or a Certificate of Determinations.

The distribution of the Preliminary Official Statement with respect to the Series 2025 Bonds as so approved is hereby authorized and approved. The Chairman and Vice Chairman are each hereby authorized and directed to execute and deliver a final official statement on behalf of the Issuer for the Series 2025 Bonds, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2025 Bonds and as the Chairman or Vice Chairman may approve (as previously defined herein, the “Official Statement”). The execution and delivery of the Official Statement by the Chairman or Vice Chairman are hereby authorized and directed and shall be conclusive evidence such approval. The Official Statement shall be furnished to the Underwriter for distribution.

**Section 7. Execution and Delivery.** The Series 2025 Bonds shall be executed and authenticated in accordance with the provisions of the Indenture. Upon such execution and authentication, the entire issue of the Series 2025 Bonds shall be delivered and sold to the Underwriter as provided in the Bond Purchase Agreement, a Supplemental Resolution and/or a Certificate of Determinations relating to the Series 2025 Bonds.

**Section 8. Trustee, Paying Agent and Bond Registrar.** The Trustee, Paying Agent and Bond Registrar under the Indenture shall be designated in a Supplemental Resolution or a Certificate of Determinations.

**Section 9. Certificate of Determinations.** The Chairman and Vice Chairman shall each have the power and authority to execute and deliver one or more Certificates of Determinations, which may include, without limitation, provisions (i) fixing the aggregate principal amount of Series 2025 Bonds to be issued, not to exceed \$16,000,000 in the aggregate; (ii) fixing the maturity schedule for the Series 2025 Bonds, the final maturity to be no later than thirty-one (31) years from the date of issuance of the Bonds; (iii) fixing interest rates or yields for such Series 2025 Bonds, with the initial average coupon not to exceed eight percent (8%) per annum; (iv) fixing the amounts and time of sinking fund installments on the Series 2025 Bonds, including times and redemption prices; (v) fixing the purchase price for the Series 2025 Bonds, which may include a premium, an underwriting discount and/or an original issue discount; (vi) fixing mandatory, optional and extraordinary optional redemption provisions for the Series 2025 Bonds; (vii) modifying or otherwise completing and finalizing the provisions of Indenture, the Lease, the Deed of Trust, the Assignment of Leases or other documents; (viii) providing for municipal bond insurance for the Series 2025 Bonds; (ix) providing for one or more ratings for the Series 2025 Bonds; and (x) changing the date of the Series 2025 Bonds, the Indenture, the Lease, the Deed of Trust and the Assignment of Leases, if different from the date of Closing.

**Section 10. Execution of Documents; Further Actions.** The Chairman, Vice Chairman, Secretary and other proper officers of the Issuer are each hereby authorized and directed to execute and deliver on behalf of the Issuer the Series 2025 Bonds, the Indenture, the Lease, the Deed of Trust, the Assignment of Leases, the Bond Purchase Agreement, the Official Statement and any and all other papers and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance, including without limitation affixing the seal of the Issuer on such documents as deemed necessary or appropriate by the Chairman, Vice Chairman or Secretary.

**Section 11. Notice.** An abstract of this Ordinance with notice in substantially the form of Exhibit A attached hereto and incorporated in this Ordinance by reference shall be published once a week for two consecutive weeks in the Spirit of Jefferson. The public hearing shall be held on June 2, at 1:00 p.m. prevailing local time, in the County Commission Meeting Room located in the Old Charles Town Library, 200 E. Washington Street, Charles Town, West Virginia.

**Section 12. Effective Date.** This Ordinance shall become effective immediately upon the conclusion of the hearing herein described in Section 11, above; provided, however, that if at such hearing the Issuer determines that sufficient objections or suggestions have been raised, or that 30% or more of the freeholders of Jefferson County have filed written protests with respect to the financing provided for in this Ordinance, the Issuer shall take such further action with respect to this Ordinance as it deems appropriate and in accordance with the Act.

DULY ENACTED by the Jefferson County Building Commission, a public corporation, in Charles Town, West Virginia.

Passed on First Reading	May 13, 2025
Passed on Second Reading	_____
Put into Effect following public hearing held on	_____

JEFFERSON COUNTY BUILDING COMMISSION

By: \_\_\_\_\_  
Its: Chairman

[SEAL]

Attest:

\_\_\_\_\_  
Secretary

## **EXHIBIT A**

### **NOTICE OF PUBLIC HEARING**

Notice is hereby given that on Monday, June 2, 2025, at 1:00 p.m. prevailing time, a public hearing will be held in the County Commission Meeting Room located in the Old Charles Town Library, 200 E. Washington Street (use entrance on Samuel Street), Charles Town, West Virginia, at which time and place all interested parties may appear before the Jefferson County Building Commission (the “Building Commission”) and may be heard as to whether the following described Ordinance shall be put into effect.

Notice is further hereby given that on May 20, 2025, the Building Commission enacted an Ordinance authorizing and directing the issuance of not more than \$16,000,000 in aggregate principal amount of Jefferson County Building Commission Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025 (the “Bonds”) to finance costs of the acquisition, design, construction, renovation, improvement, furnishing and equipping of a new Jefferson County Government and Judicial Complex on property to be acquired by the Building Commission located at 393 North Lawrence Street and 330 North George Street, Charles Town, Jefferson County, West Virginia (collectively, the “Property”), for use initially by The County Commission of Jefferson County, West Virginia (the “County Commission”). The Ordinance further provides for the leasing of the Property to the County Commission (the “Lease”).

The Bonds will be special obligations of the Building Commission payable solely from the revenues, rentals, and other monies received by the Building Commission pursuant to the Lease and any other permitted lease of the Property and other security held pursuant to a bond indenture and security agreement described below and will not constitute a debt or liability of Jefferson County, West Virginia, the County Commission (except as provided in the Lease) or the State of West Virginia.

The Ordinance further provides for a bond indenture and security agreement to be entered into between the Building Commission and a bond trustee to be designated by the Building Commission (the “Trustee”) by which the Building Commission will assign to the Trustee the right to receive rental and other payments under the Lease or other leases permitted by the bond indenture and security agreement or the deed of trust which will encumber the Property to further secure the owners of the Bonds. The Building Commission will deliver the Bonds in return for the purchase price thereof to be used to pay costs of the acquisition, design, construction, renovation, improvement, furnishing and equipping of the Property and costs of issuing the Bonds and related costs. The Property will be leased initially by the Building Commission to the County Commission pursuant to the Lease.

A certified copy of the Ordinance is on file for review by interested persons during regular office hours in the office of the Clerk of The County Commission of Jefferson County, West Virginia, 100 East Washington Street, Charles Town, West Virginia.

Published at the direction of the Jefferson County Building Commission this 21st day of May, 2025.

Edwina Benites, Secretary  
Jefferson County Building Commission



Jefferson County Commission  
124 E Washington St, Charles Town, WV 25414

PRESS RELEASE  
FOR IMMEDIATE RELEASE

## **Jefferson County Moves Forward with Financing for New Government and Judicial Complex**

### **CONTACT INFORMATION:**

Edwina Benites, County Administrator  
Phone: 304-728-3284  
Email: [ebenites@jeffersoncountywv.org](mailto:ebenites@jeffersoncountywv.org)

CHARLES TOWN, WV (May 8, 2025) – The Jefferson County Commission has approved a financing package to support the County’s new Government and Judicial Complex, selecting Carty, Harding & Hearn as underwriter following a competitive request for proposals. The selected 20-year, insured lease revenue bond structure is expected to provide \$16 million for the acquisition and renovation of 393 N. Lawrence Street and 330 North George Street in downtown Charles Town.

The final bond rate will be set at the time of issuance. Based on market conditions as of April 21 at 4:00 PM, the estimated true interest cost would have been approximately 4.627%. Annual payments are projected to be approximately \$1.25 million.

The new complex will consolidate the County’s administrative and judicial functions into a single, secure, and modern campus—resolving long-standing issues related to fragmented services, space limitations, and public accessibility. The project reflects the Commission’s long-term commitment to service improvement and responsible capital investment.

Carty, Harding & Hearn was selected for its favorable rate proposal, demonstrated expertise in public finance throughout West Virginia, and a strong track record managing municipal bond issuances.

The County has spent the last five years building its Capital Outlay and financial stability accounts in anticipation of a major facility investment. Contributions to fund these long-term savings have since totaled roughly \$20 million since 2020, saving an average of \$4 million per year.

With the commencement of annual bond payments, the Commission anticipates a reduction in future Capital Outlay contributions. Additionally, the project is expected to generate operational



Jefferson County Commission  
124 E Washington St, Charles Town, WV 25414

savings of approximately \$286,000 per year due to the improved efficiency of the modernized buildings.

The project is also supported by revenue from development impact fees. A study adopted in December 2024 projected \$5.696 million in impact fee collections over 10 years, with an annual average of \$569,600. An updated study is currently underway and is expected to show increased revenue due to continued growth in development activity.

“This deal is financially prudent. We got a terrific deal on the buildings, the financing is at a low rate, we’re saving money on building maintenance and energy costs, and we’re having growth pay for growth through impact fees. This is how you make government more efficient. Plus, we will be converting government buildings in downtown Charles Town to the private sector, a smart move for commercial growth that will be good for taxpayers and for downtown Charles Town,” said Commission President Pasha Majdi.

The County anticipates finalizing the bond issuance later this spring, with construction expected to begin in summer 2025.

###

RESOLUTION FINDING THAT THE JEFFERSON COUNTY BUILDING COMMISSION PREVIOUSLY DIRECTED THAT THERE BE PUBLISHED AN ABSTRACT OF A BOND ORDINANCE, TOGETHER WITH A NOTICE THAT THE JEFFERSON COUNTY BUILDING COMMISSION HAS ENACTED SAID BOND ORDINANCE, AUTHORIZING THE ISSUANCE OF NOT MORE THAN \$16,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF JEFFERSON COUNTY BUILDING COMMISSION LEASE REVENUE BONDS (JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT), SERIES 2025, AS DESCRIBED IN SAID BOND ORDINANCE AND THAT ANY PERSON INTERESTED MAY APPEAR BEFORE THE JEFFERSON COUNTY BUILDING COMMISSION UPON A CERTAIN DATE AND BE HEARD AS TO WHETHER THE BOND ORDINANCE SHOULD BE PUT INTO EFFECT; FINDING THAT SAID ABSTRACT AND NOTICE HAD BEEN DULY PUBLISHED; FINDING THAT THE JEFFERSON COUNTY BUILDING COMMISSION HAD HEARD ALL OBJECTIONS AND SUGGESTIONS REGARDING WHETHER SAID BOND ORDINANCE SHOULD BE PUT INTO EFFECT AND THAT NOT MORE THAN \$16,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF JEFFERSON COUNTY BUILDING COMMISSION LEASE REVENUE BONDS (JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT) SERIES 2025, BE ISSUED IN ONE OR MORE SERIES AS PROVIDED THEREIN.

WHEREAS, the Jefferson County Building Commission (the “Building Commission”) on May 20, 2025, enacted an ordinance (the “Bond Ordinance”) authorizing the issuance of not more than \$16,000,000 in aggregate principal amount of the Jefferson County Building Commission Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project), Series 2025 (the “Bonds”) for the purposes of: (i) financing all or a portion of the costs of the acquisition, design, construction, renovation, improvement, furnishing and equipping of the real estate together with the improvements thereon, located at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia (the foregoing real estate together with the improvements thereon, including without limitation any renovations, improvements, furnishings or equipment resulting from the Project, as hereinafter defined, are referred to herein as the “Property”) in accordance with the preliminary report or plans and specifications prepared by ZMM LLC, also known as ZMM Architects and Engineers, a copy of which is on file with The County Commission of Jefferson County (the “County Commission”), to be used initially by the County Commission as a new Jefferson County Government and Judicial Complex (the “Project”), and (ii) paying costs of issuance and related costs. The Property will be transferred by the current owners thereof to the Building Commission prior to or

contemporaneously with the issuance of the Bonds and will be leased initially by the Building Commission to the County Commission; and

WHEREAS, the Building Commission previously approved the publication of an abstract of the Bond Ordinance (the “Abstract”) together with a notice that the Building Commission had enacted the Bond Ordinance, that the Building Commission contemplated the issuance of the Bonds as described in the Bond Ordinance, and that any interested person may appear at a public hearing before the Building Commission upon a certain date and be heard as to whether or not the Bond Ordinance should be put into effect (the “Notice”); and

WHEREAS, the Bond Ordinance required that the Abstract and Notice be published; and

WHEREAS, the Bond Ordinance and the Notice provided for a public hearing to be held on June 2, 2025, at 1:00 p.m., prevailing local time, in the County Commission Meeting Room located in the Old Charles Town Library, 200 E. Washington Street, Charles Town, West Virginia.

NOW THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY BUILDING COMMISSION AS FOLLOWS:

1. It is hereby found and determined:

(a) That the Abstract and the Notice were duly published in the Spirit of Jefferson, a newspaper generally in circulation in Jefferson County, with the first publication thereof being on May 22, 2025, and with the last publication thereof being on May 29, 2025;

(b) That in accordance with the Bond Ordinance and the Notice a certified copy of the Bond Ordinance has been maintained in the office of the County Clerk of Jefferson County for review by interested persons during the regular office hours of such office; and

(c) That on June 2, 2025, at 1:00 p.m., prevailing local time, in the County Commission Meeting Room located in the Old Charles Town Library, 200 E. Washington Street, Charles Town, West Virginia, in accordance with the Bond Ordinance and the Notice, the Building Commission met for the purpose of hearing all comments as to whether the Bond Ordinance should be put into effect and all persons, if any, appearing with any objections or suggestions with regard thereto have been heard.

2. The Bond Ordinance shall be put into effect as of the date hereof, and the Bonds described therein shall be issued as provided therein.

3. This resolution shall be effective immediately upon its adoption.

Resolution adopted June 2, 2025.

JEFFERSON COUNTY BUILDING COMMISSION

By: \_\_\_\_\_  
Its: Chairman

[SEAL]

By: \_\_\_\_\_  
Its: Secretary

**SUPPLEMENTAL RESOLUTION OF  
THE JEFFERSON COUNTY BUILDING COMMISSION**

WHEREAS, the Jefferson County Building Commission (the “Building Commission”) has, by Ordinance enacted on May 20, 2025, and put into effect following a public hearing held earlier on this date, June 2, 2025 (the “Ordinance”), authorized the issuance of not to exceed Sixteen Million Dollars (\$16,000,000.00) in aggregate principal amount of the Jefferson County Building Commission Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025 (the “Series 2025 Bonds”) for the purposes of: (i) financing all or a portion of the costs of the acquisition, design, construction, renovation, improvement, furnishing and equipping of the real estate together with the improvements thereon, located at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia (the foregoing real estate together with the improvements thereon, including without limitation any renovations, improvements, furnishings or equipment resulting from the Project, as hereinafter defined, are referred to herein as the “Property”) in accordance with the preliminary report or plans and specifications prepared by ZMM LLC, also known as ZMM Architects and Engineers, a copy of which is on file with The County Commission of Jefferson County (the “County Commission”), to be used initially by the County Commission as a new Jefferson County Government and Judicial Complex (the “Project”), and (ii) paying costs of issuing the Series 2025 Bonds and related costs; and

WHEREAS, the Property will be transferred by the current owners thereof to the Building Commission prior to or contemporaneously with the issuance of the Series 2025 Bonds and will be leased initially by the Building Commission to the County Commission for use as a new Jefferson County Government and Judicial Complex; and

WHEREAS, the Building Commission previously directed the Secretary of the Building Commission to publish an abstract of the Bond Ordinance (the “Abstract”) together with a notice that the Building Commission was considering putting the Bond Ordinance into effect and that any interested person may appear at a public hearing before the Building Commission upon a certain date and be heard as to whether or not the Bond Ordinance should be put into effect (the “Notice”); and

WHEREAS, the Abstract and Notice have been published and the public hearing was held as scheduled earlier on this date, June 2, 2025; and

WHEREAS, by Resolution adopted earlier on this date, June 2, 2025, the Building Commission put the Ordinance into effect following said public hearing; and

WHEREAS, the Building Commission has determined to issue the Series 2025 Bonds for the purposes of financing all or a portion of the costs of the Project, and paying costs of issuing the Series 2025 Bonds and related costs; and

WHEREAS, the Building Commission desires to approve parameters for the final terms of the Series 2025 Bonds, including the principal amount, interest rates, redemption

provisions, maturity, purchase price, date and other terms of the Series 2025 Bonds and the final forms, date, terms and provisions of the Bond Indenture and Security Agreement, the Lease Agreement, the Credit Line Deed of Trust and Security Agreement and the Assignment of Leases, in connection with the issuance of the Series 2025 Bonds, as well as parameters for the final terms and provisions of the Bond Purchase Agreement and the Official Statement relating to the Series 2025 Bonds; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Building Commission as follows:

1. The Series 2025 Bonds shall be issued in the aggregate principal amount of \$16,000,000, or such lesser principal amount as determined by the Chairman or Vice Chairman as provided in the Bond Purchase Agreement relating to the Series 2025 Bonds by and among the Building Commission, the County Commission and Carty, Harding & Hearn, Inc., the Underwriter for the Series 2025 Bonds (the “Bond Purchase Agreement”), as finally executed by the Chairman or Vice Chairman of the Building Commission.

2. The Chairman and Vice Chairman of the Building Commission are each hereby authorized and directed to execute and deliver on behalf of the Building Commission the Bond Purchase Agreement, substantially in the form presented at this meeting, with such modifications, additions, deletions and other changes thereto as may be approved by the Chairman or Vice Chairman, as applicable, of the Building Commission, the execution of the said Bond Purchase Agreement by said Chairman or Vice Chairman to be conclusive evidence of such approval.

3. The Series 2025 Bonds shall be sold to Carty, Harding & Hearn, Inc. (the “Underwriter”) pursuant to the Bond Purchase Agreement for such purchase price as may be set forth in the Bond Purchase Agreement as executed by the Chairman or Vice Chairman and the Series 2025 Bonds shall be dated as of their date of delivery, or such other date as the Chairman or Vice Chairman shall approve, the execution of the Series 2025 Bonds to be conclusive evidence of such approval, shall bear interest at such rates, shall mature on such dates and shall be subject to mandatory and optional redemption as provided in the Bond Purchase Agreement as executed by the Chairman or Vice Chairman; provided that said Series 2025 Bonds shall mature no later than thirty-one (31) years from the date of issuance and shall bear interest at a rate or rates with the initial average coupon not to exceed eight percent (8.0%) per annum.

4. The Bond Indenture and Security Agreement, the Lease Agreement, the Credit Line Deed of Trust and Security Agreement and the Assignment of Leases substantially in the respective forms presented at this meeting are hereby approved. The Chairman, Vice Chairman, Secretary and other officers of the Building Commission are each hereby authorized and directed to execute and deliver, and to affix the seal of the Building Commission thereon as needed, the Bond Indenture and Security Agreement, the Lease Agreement, the Credit Line Deed

of Trust and Security Agreement and the Assignment of Leases relating to the Series 2025 Bonds, substantially in the forms thereof presented at this meeting, with such modifications, additions, deletions and other changes thereto as may be approved by the Chairman or Vice Chairman of the Building Commission, the execution of the respective documents by said Chairman or Vice Chairman to be conclusive evidence of such approval.

5. The Bond Indenture and Security Agreement, the Lease Agreement, the Credit Line Deed of Trust and Security Agreement and the Assignment of Lease shall each be dated as of June 1, 2025, or such other date as the Chairman or Vice Chairman shall approve, the execution thereof by said Chairman or Vice Chairman to be conclusive evidence of such approval.

6. The form of the Preliminary Official Statement, in substantially the form presented at this meeting, is hereby approved with such modifications, additions, deletions and other changes thereto as may be approved by the Chairman or Vice Chairman of the Building Commission. The distribution of the Preliminary Official Statement with respect to the Series 2025 Bonds is hereby authorized, directed and approved. The Chairman and Vice Chairman are hereby authorized and directed to execute and deliver a final Official Statement on behalf of the Building Commission, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2025 Bonds and such other modifications, additions, deletions and changes thereto as the Chairman or Vice Chairman may approve (the "Official Statement"), the execution of the Official Statement by said Chairman or Vice Chairman to be conclusive evidence of such approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Underwriter for distribution.

7. United Bank is hereby designated as the Trustee in the Bond Indenture and Security Agreement.

8. As further provided in Section 9 of the Ordinance, the Chairman and Vice Chairman shall each have the power and authority to execute and deliver a Certificate of Determinations which may modify any of the foregoing and which may make additional determinations with respect the Series 2025 Bonds and the documents relating thereto, including without limitation providing for bond insurance for the Series 2025 Bonds.

9. The Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds adopted by the Building Commission on June 16, 2015, attached hereto as Exhibit A are hereby affirmed and confirmed.

10. The procurement of bond insurance for the Series 2025 Bonds is hereby authorized and approved subject to the provisions of this paragraph 10. In connection therewith:

A. The acceptance of a Municipal Bond Insurance Policy offered by Build America Mutual Assurance Company to insure the scheduled payment of principal of and interest on the Series 2025 Bonds is hereby authorized and directed if it is accepted by the

County Commission and the Building Commission receives a representation of the Underwriter that such Municipal Bond Insurance Policy will result in an interest cost savings for the Building Commission in excess of the premium to be paid by the Building Commission for such Municipal Bond Insurance Policy. Accordingly, the Building Commission is hereby authorized and directed to accept a Municipal Bond Insurance Commitment from Build America Mutual Assurance Company (the "Insurance Commitment"), if it is accepted by the County Commission and the Building Commission receives a representation of the Underwriter that the related Municipal Bond Insurance Policy will result in an interest cost savings for the Building Commission in excess of the premium to be paid by the Building Commission for such Municipal Bond Insurance Policy, and all prior actions taken by the officers, employees and agents of the Building Commission with respect to the such Municipal Bond Insurance Policy and Insurance Commitment are hereby ratified and affirmed in all respects.

B. Pursuant to the Insurance Commitment if it is accepted in accordance with A above, the covenants and provisions which are required by Build America Mutual Assurance Company as a condition precedent to the issuance of its Municipal Bond Insurance Policy for the Series 2025 Bonds shall be attached to a Certificate of Determinations, as described in the Ordinance, and thereupon shall be incorporated in the Ordinance by reference and made a part thereof, such covenants and provisions to be supplemental and amendatory of, and controlling with respect to the Ordinance, as supplemented and amended by the this Supplemental Resolution, and all documents authorized thereby and to be applicable to the Series 2025 Bonds.

The Ordinance, except to the extent expressly amended or supplemented by this Resolution, shall remain in force and effect, and the same is hereby ratified and affirmed and all prior actions taken by the by the officers, employees and agents of the Building Commission in connection therewith and in connection with the Series 2025 Bonds are likewise ratified and affirmed.

Duly adopted by the Jefferson County Building Commission, a West Virginia public corporation, in Charleston, West Virginia, on June 2, 2025.

JEFFERSON COUNTY  
BUILDING COMMISSION

By: \_\_\_\_\_  
Its: Chairman

[SEAL]

ATTEST:

\_\_\_\_\_  
Its: Secretary

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES FOR TAX-EXEMPT BONDS

**PRELIMINARY OFFICIAL STATEMENT DATED JUNE \_\_, 2025**

**NEW ISSUE - BOOK ENTRY ONLY**

**RATING: See "Rating" herein.**

*In the opinion of Bowles Rice LLP, bond counsel ("Bond Counsel"), under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, and subject to compliance by the County Commission and the Building Commission with certain conditions, representations and certifications, interest on the Series 2025 Bonds is excludable from gross income of the holders thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a preference item in calculating the alternative minimum tax under the Code; however, interest on the Series 2025 Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Further, in the opinion of Bond Counsel, under existing laws of the State of West Virginia, the Series 2025 Bonds and the interest thereon are exempt from taxation by the State of West Virginia. See "TAX MATTERS" herein and the form of Opinion of Bond Counsel attached hereto as APPENDIX E.*

**[\$16,000,000]\***

**JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)**

**LEASE REVENUE BONDS (JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)**

**SERIES 2025**

**Dated: Issue Date**

**Due: \_\_\_\_ 1, as shown on inside cover**

The Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project), Series 2025 (the "Series 2025 Bonds") are being issued by the Jefferson County Building Commission (the "Issuer"), pursuant to a Bond Indenture and Security Agreement dated as of \_\_\_\_\_, 2025 (the "Indenture"), between the Issuer and United Bank, Charleston, West Virginia, as Trustee, Registrar and Paying Agent (the "Trustee"). Proceeds of the Series 2025 Bonds will be used to finance (i) a portion of the costs of the design, acquisition, construction and equipping of certain real estate which upon completion shall be a Government and Judicial Complex (the "Facility"); (ii) paying the premium for a municipal bond insurance policy (the "Series 2025 Bonds Insurance Policy") from Build America Mutual Assurance Company ("BAM") to secure the payment of the principal of, and interest on, the Series 2025 Bonds; and (iii) the costs of issuing the Series 2025 Bonds. The Series 2025 Bonds are secured by (i) a first lien on Rentals (hereinafter defined), except for the Unassigned Issuer's Rights (hereinafter defined), to be paid to the Issuer pursuant to the Lease Agreement (the "Lease"), effective as of the issue date of the Series 2025 Bonds, by and between the Issuer and The County Commission of Jefferson County (the "County Commission"), (ii) an Assignment of Leases, effective as of the issue date of the Series 2025 Bonds, to be executed by the Issuer in favor of the Trustee (the "Assignment of Leases"), (iii) a Credit Line Deed of Trust, Security Agreement and Fixture Filing (the "Deed of Trust"), effective as of the issue date of the Series 2025 Bonds, as described herein, on the Facility, and (iv) certain funds and accounts maintained by the Trustee for the Series 2025 Bonds pursuant to the Indenture.

The Series 2025 Bonds are issuable only as fully registered Bonds without coupons, and when initially issued, will be registered to Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Beneficial owners of the Series 2025 Bonds will not receive physical delivery of bond certificates. So long as DTC or its nominee is the registered owner of the Series 2025 Bonds, payments of the principal of and interest on the Series 2025 Bonds will be made directly to DTC. Disbursements of such payments to DTC participants is the responsibility of DTC, and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2025 BONDS - Book-Entry Only System" herein. Interest on the Series 2025 Bonds will be payable on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1, commencing \_\_\_\_\_ 1, 2026. The Series 2025 Bonds are subject to mandatory, optional and extraordinary redemption prior to maturity as described herein.

THE SERIES 2025 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY FROM THE PROPERTY, INCOME, REVENUES AND RECEIPTS OF THE ISSUER PURSUANT TO THE LEASE AND THE INDENTURE. THE COUNTY COMMISSION'S OBLIGATION TO MAKE PAYMENTS PURSUANT TO THE LEASE IS A CURRENT EXPENSE OF THE COUNTY COMMISSION WHICH IS SUBJECT TO ANNUAL APPROPRIATION AND IS PAYABLE FROM FUNDS OF THE COUNTY COMMISSION BUDGETED OR OTHERWISE AVAILABLE THEREFOR, AND IS NEITHER A DEBT OF THE COUNTY COMMISSION WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, NOR A LIABILITY OF OR A LIEN OR CHARGE ON THE FUNDS OR PROPERTY OF THE COUNTY COMMISSION BEYOND THE FISCAL YEAR FOR WHICH THE COUNTY COMMISSION HAS BUDGETED FUNDS TO MAKE PAYMENTS, AND IS SUBJECT TO TERMINATION BY THE COUNTY COMMISSION AT THE CONCLUSION OF EACH FISCAL YEAR IN THE EVENT OF UNBUDGETED RENTALS AND FOR ANY REASON UPON WRITTEN NOTICE OF THE COUNTY COMMISSION OF ITS INTENTION TO EXERCISE SUCH OPTION NOT LESS THAN 90 DAYS PRIOR TO THE END OF THE FISCAL YEAR IN WHICH THE COUNTY COMMISSION ELECTS TO EXERCISE SUCH OPTION, WITHOUT FURTHER OBLIGATION OF THE COUNTY COMMISSION. SEE "THE LEASE AGREEMENT" AND "RISK FACTORS" HEREIN.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors should read the entire Official Statement to obtain information essential to making an informed investment decision.

The scheduled payment of principal of and interest on the Series 2025 Bonds, when due, will be guaranteed under the Series 2025 Bonds Insurance Policy to be issued concurrently with the delivery of the Series 2025 Bonds by BAM. See "BOND INSURANCE" herein.



The Series 2025 Bonds are offered for sale when, as and if issued and received by the Underwriter, subject to prior sale, to withdrawal or modifications of the offering without notice and to the unqualified approving legal opinion of Bowles Rice LLP, Charleston, West Virginia, Bond Counsel. Certain legal matters will be passed upon for the Building Commission by its counsel, Bowles Rice LLP, Charleston, West Virginia, for the County Commission by its counsel, \_\_\_\_\_, Esquire, and for the Underwriter, by its counsel, Jackson Kelly PLLC, Morgantown, West Virginia. It is expected that the Series 2025 Bonds will be available for delivery through DTC, New York, New York, on or about \_\_\_\_\_, 2025.



Dated: \_\_\_\_\_, 2025

\*Preliminary, subject to change.

**[\$16,000,000]\***  
**JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)**  
**LEASE REVENUE BONDS**  
**(JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)**  
**SERIES 2025**

**MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPS**

**\$ \_\_\_\_\_ \* Series 2025 Serial Bonds**

<b>Maturity Date (____ 1)</b>	<b>Principal Amount*</b>	<b>Interest Rate</b>	<b>Price</b>	<b>Yield</b>	<b>CUSIP**</b>
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____
	\$	%	%	%	_____

**Series 2025 Term Bonds**

\$ \_\_\_\_\_ \* \_\_\_\_\_% Term Bond Due \_\_\_\_\_ 1, 20\_\_ Price: .\_\_\_\_% Yield .\_\_\_\_% CUSIP\*\*: \_\_\_\_\_

\$ \_\_\_\_\_ \* \_\_\_\_\_% Term Bond Due \_\_\_\_\_ 1, 20\_\_ Price: .\_\_\_\_% Yield .\_\_\_\_% CUSIP\*\*: \_\_\_\_\_

\$ \_\_\_\_\_ \* \_\_\_\_\_% Term Bond Due \_\_\_\_\_ 1, 20\_\_ Price: .\_\_\_\_% Yield .\_\_\_\_% CUSIP\*\*: \_\_\_\_\_

\*Preliminary, subject to change.

\*\* CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. Neither the Issuer nor the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

**JEFFERSON COUNTY BUILDING COMMISSION**

Addie Crawford, Chair

Josh Beall

Scott Sudduth

**THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA**

Pasha Majdi, President

Mike Mood, Vice President

Cara Keys, Commissioner

Jack Hefestay, Commissioner

Steve Stolipher, Commissioner

**BOND COUNSEL**

Bowles Rice LLP

Charleston, West Virginia

**SPECIAL COUNSEL TO ISSUER**

Bowles Rice LLP

Charleston, West Virginia

**SPECIAL COUNSEL TO THE COUNTY COMMISSION**

\_\_\_\_\_, Esq.

\_\_\_\_\_, West Virginia

**UNDERWRITER**

Carty, Harding and Hearn, Inc.

Charleston, West Virginia

**UNDERWRITER'S COUNSEL**

Jackson Kelly PLLC

Morgantown, West Virginia

**BOND TRUSTEE**

United Bank

Charleston, West Virginia

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized by Issuer or the Underwriter to give any information or to make any representations, other than as contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information set forth herein has been obtained by the Underwriter from sources, which are believed to be reliable but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. The information and any expression of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer or The County Commission of Jefferson County, West Virginia (the "County Commission") since the date hereof. This Official Statement is submitted in connection with the sale of securities referred to herein and may not be reproduced or used, in whole or in part, for any other purposes.

The information contained in this Official Statement has been obtained by the Underwriter from sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by, and should not be construed as a promise by any of the foregoing. The presentation of such information is intended to show recent historic information and is not intended to indicate future or continuing trends. No representation is made that the past experience, as shown by such financial and other information, will necessarily continue or be repeated in the future. This Official Statement contains, in part, estimates and matters of opinion, whether or not expressly stated to be such, which are not intended as statements or representations of fact or certainty, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the County Commission.

THE SERIES 2025 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY FROM THE PROPERTY, INCOME, REVENUES AND RECEIPTS OF THE ISSUER PURSUANT TO THE LEASE AND THE INDENTURE. THE COUNTY COMMISSION'S OBLIGATION TO MAKE PAYMENTS PURSUANT TO THE LEASE IS A CURRENT EXPENSE OF THE COUNTY COMMISSION WHICH IS SUBJECT TO ANNUAL APPROPRIATION AND IS PAYABLE FROM FUNDS OF THE COUNTY COMMISSION BUDGETED OR OTHERWISE AVAILABLE THEREFORE, AND IS NEITHER A DEBT OF THE COUNTY COMMISSION WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, NOR A LIABILITY OF OR A LIEN OR CHARGE ON THE FUNDS OR PROPERTY OF THE COUNTY COMMISSION BEYOND THE FISCAL YEAR FOR WHICH THE COUNTY COMMISSION HAS BUDGETED FUNDS TO MAKE PAYMENTS, AND IS SUBJECT TO TERMINATION BY THE COUNTY COMMISSION AT THE CONCLUSION OF EACH FISCAL YEAR IN THE EVENT OF UNBUDGETED RENTALS AND FOR ANY REASON UPON WRITTEN NOTICE OF THE COUNTY COMMISSION OF ITS INTENTION TO EXERCISE SUCH OPTION NOT LESS THAN 90 DAYS PRIOR TO THE END OF THE FISCAL YEAR IN WHICH THE COUNTY COMMISSION ELECTS TO EXERCISE SUCH OPTION, WITHOUT FURTHER OBLIGATION OF THE COUNTY COMMISSION.

**THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "SECURITIES ACT") IN RELIANCE UPON THE EXEMPTION CONTAINED IN SECTION 3(a)(2) OF THE SECURITIES ACT. THE INDENTURE HAS NOT BEEN QUALIFIED**

**UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH TRUST INDENTURE ACT.**

**YOU SHOULD MAKE YOUR OWN DECISION WHETHER THIS OFFERING MEETS YOUR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO FEDERAL OR STATE SECURITIES COMMISSION HAS APPROVED, DISAPPROVED, ENDORSED OR RECOMMENDED THIS OFFERING. NO INDEPENDENT PERSON HAS CONFIRMED THE ACCURACY OR TRUTHFULNESS OF THIS DISCLOSURE, NOR WHETHER IT IS COMPLETE. THE WEST VIRGINIA SECURITIES COMMISSION HAS NOT REVIEWED THE DISCLOSURE CONTAINED HEREIN AND THE ISSUER IS RELYING ON AN EXEMPTION FROM REGISTRATION UNDER THE WEST VIRGINIA SECURITIES ACT. IMPORTANT RISK FACTORS ARE EXPLAINED HEREIN UNDER “RISK FACTORS.”**

### **Municipal Bond Insurance Policy**

Build America Mutual Assurance Company (“BAM”) makes no representation regarding the Series 2025 Bonds or the advisability of investing in the Series 2025 Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading “BOND INSURANCE” and “APPENDIX G - Specimen Municipal Bond Insurance Policy” herein.

### **Forward-Looking Statements**

**This Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimated,” “forecasted,” “intended,” “expected,” “anticipated,” “projected” and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. For a discussion of certain of such risks and possible variations in results, see the information under “RISK FACTORS.”**

The information on any third-party website referenced in this Official Statement, which may be in the form of a hyperlink, has been provided by such third party, and neither the Issuer nor the County Commission makes any representation as to the accuracy or completeness thereof. Unless specified otherwise, such information or links contained in any such third-party website are not incorporated into, and are not part of, this Official Statement, for purposes of Rule 15c2-12.

THE FOLLOWING SENTENCE HAS BEEN PROVIDED BY THE UNDERWRITER FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

The Series 2025 Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency has determined or confirmed the accuracy of this Official Statement.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2025 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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## OFFICIAL STATEMENT

**[\$16,000,000]\***  
**JEFFERSON COUNTY BUILDING COMMISSION (WEST VIRGINIA)**  
**LEASE REVENUE BONDS**  
**(JEFFERSON COUNTY GOVERNMENT AND JUDICIAL COMPLEX PROJECT)**  
**SERIES 2025**

### INTRODUCTION

This Official Statement, which includes the cover page and appendices, of the Jefferson County Building Commission (the “Issuer”) is to provide information concerning the Issuer and its \$[16,000,000]\* Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project), Series 2025 (the “Series 2025 Bonds”), issued pursuant to a Bond Indenture and Security Agreement dated as of \_\_\_\_\_, 2025 (the “Indenture”), between the Issuer and United Bank, Charleston, West Virginia, as Trustee, Registrar and Paying Agent (the “Trustee”). All capitalized terms not defined herein shall have the meanings as provided in the Indenture.

#### **Authority for Issuance**

The Series 2025 Bonds are being issued pursuant to the Constitution and laws of the State of West Virginia (the “State”), particularly Chapter 8, Article 33 and Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended (collectively, the “Act”), an Ordinance enacted by the Issuer on **June 5, 2025, as supplemented by a Supplemental Parameters Resolution adopted by the Issuer on June 5, 2025**, and a Certificate of Determinations dated June \_\_, 2025 executed by the Chairman of the Issuer (collectively, the “Ordinance”) and the Indenture.

#### **The Issuer**

The Issuer is a public corporation and a county building commission created by The County Commission of Jefferson County (the “County Commission”), by order entered August 28, 1980, pursuant to Chapter 8, Article 33 of the Code of West Virginia, 1931, as amended (the “Building Commission Act”). See “JEFFERSON COUNTY BUILDING COMMISSION” herein. As provided under the Building Commission Act, the Issuer is the issuer of the Series 2025 Bonds and the lessor of the Facility (defined herein), pursuant to the Lease (defined herein). See “GOVERNMENT AND JUDICIAL COMPLEX” and “THE LEASE AGREEMENT” herein.

#### **Use of Proceeds/Plan of Financing**

The proceeds of the Series 2025 Bonds are being used to finance (i) a portion of the costs of the design, acquisition, construction and equipping of certain real estate which upon completion shall be a Government and Judicial Complex (the “Facility”); (ii) paying the premium for a municipal bond insurance policy (the “Series 2025 Bonds Insurance Policy”) from Build America Mutual Assurance Company (“BAM”) to secure the payment of the principal of, and interest on, the Series 2025 Bonds; and (iii) the costs of issuing the Series 2025 Bonds. The County Commission is providing funds to pay the balance of costs of the design, acquisition, construction and equipping of the Facility not financed with proceeds of the Series 2025 Bonds.

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\*Preliminary, subject to change.

## **The Lease**

The County Commission, as Lessee, and the Issuer, as Lessor, will enter into a Lease Agreement, effective as of the issue date of the Series 2025 Bonds (the “Lease”), relating to the Facility. The Lease term is coterminous with the final maturity of the Series 2025 Bonds or when the Series 2025 Bonds are redeemed in full, but is subject to termination by the County Commission at the conclusion of each fiscal year in the event of unbudgeted Rentals, as defined in the Lease, and for any reason upon written notice of the County Commission of its intention to exercise such option not less than ninety (90) days prior to the end of the fiscal year in which the County Commission elects to exercise such option. See “THE LEASE AGREEMENT” and “RISK FACTORS” herein and “APPENDIX C – Forms of Principal Documents” attached hereto.

The County Commission enacted an Ordinance on June 5, 2025[, as supplemented by a Supplemental Resolution adopted on June 5, 2025] ([together, ]the “County Commission Ordinance”), which authorized the leasing of the Project from the Issuer and the Lease and consented to the issuance of the Series 2025 Bonds. The County Commission Ordinance also approved the forms of the Lease, the Assignment of Leases (defined herein), the Deed of Trust (defined herein), the Continuing Disclosure Procedures, the Tax Compliance Procedures (each as described in the County Commission Ordinance), and the form of the Series 2025 Bonds.

## **Security for the Series 2025 Bonds**

The Series 2025 Bonds are secured by the Indenture, which grants a first lien upon (i) the rights of the Issuer under and pursuant to the Lease, other than the Unassigned Issuer’s Rights, as defined in the Indenture, (ii) an Assignment of Leases, effective as of the issue date of the Series 2025 Bonds, to be executed by the Issuer in favor the Trustee (the “Assignment of Leases”), (iii) all Funds created in the Indenture (except (a) monies in the Acquisition Fund, (b) monies in the Rebate Fund, and (c) monies held by the Trustee pursuant to the Indenture for the payment of Bonds which are no longer Outstanding under the Indenture) and all Indenture revenues payable to the Trustee by or for the account of the Issuer pursuant to the Lease and the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture, and (iv) a Credit Line Deed of Trust, Security Agreement and Fixture Filing, effective as of the issue date of the Series 2025 Bonds, by and among the Issuer as grantor, the trustee thereunder, and the Trustee, as beneficiary thereunder (the “Deed of Trust”) granting to the Trustee a first lien on the Facility, and any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged, or hypothecated, as and for additional security under the Indenture by the Issuer or by anyone on its behalf or with its written consent in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture. See “THE INDENTURE” herein and “APPENDIX C – Forms of Principal Documents” attached hereto. Additionally, the payment of the principal of and interest on the Series 2025 Bonds, when due, will be guaranteed under a municipal bond insurance policy to be issued by BAM. See “BOND INSURANCE” and “APPENDIX G – Specimen Municipal Bond Insurance Policy” herein.

## **Bondholder’s Risks**

Information concerning certain risks relating to future revenues and expenses of the Issuer and the County Commission (specifically including, but not limited to, the early termination and unbudgeted rental payment provisions of the Lease) is contained under the caption “RISK FACTORS” herein.

**Bond Insurance**

Payments of principal of and interest on the Series 2025 Bonds when due for payment and unpaid by reason of nonpayment under the circumstances hereinafter described, including any such payment of principal or interest made to any Registered Owner of Series 2025 Bonds which has been recovered from such registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, non-appealable order of a court having competent jurisdiction, will be insured by the Series 2025 Bonds Insurance Policy to be issued by BAM. See “BOND INSURANCE” and “APPENDIX G – Specimen Municipal Bond Insurance Policy” herein.

**JEFFERSON COUNTY BUILDING COMMISSION**

The Issuer is the issuer of the Series 2025 Bonds pursuant to the Indenture, the Act and the Ordinance and the owner and lessor of the Facility pursuant to the Lease.

The Issuer was established by the County Commission pursuant to an Order entered at a regular session thereof on July 27, 1989, pursuant to the authority of the Building Commission Act, and is a public corporation with perpetual existence and a county building commission within the meaning of the Building Commission Act.

Among the powers and authorities vested in the Issuer by the Building Commission Act are the plenary power and authority to sue and be sued, contract and be contracted with, acquire, purchase, own and hold any property, real or personal, and acquire, renovate, construct, equip, maintain and operate public buildings, structures, projects and appurtenant facilities of any type or types for which the County Commission, being the governmental body creating the Issuer, is permitted by law to expend public funds, and to issue and sell lease revenue bonds. The Issuer is authorized to issue the Series 2025 Bonds, to acquire, renovate, construct, equip and maintain the Facility, and to lease the Facility for public purposes upon such terms as the Issuer deems proper. The Issuer’s address is Jefferson County Building Commission, c/o County Administrator, Jefferson County Courthouse, 100 E. Washington Street, Charles Town, West Virginia 25414.

The Building Commission Act provides that a building commission will be governed by a board (the “Board”) consisting of not less than three members nor more than five members, appointed by the governmental body creating and establishing such building commission. No more than two-thirds of the total membership of the Board shall be from the same political party, and no member shall hold office in or employment under the United States of America, the State or any county or political subdivision thereof or any political party. Members shall be residents of Jefferson County, West Virginia (“Jefferson County” or the “County”). The Board elects such officers, appoints such committees and agents, and employs and compensates such employees as may be necessary to conduct of the business of the Issuer.

The following persons have been appointed to the Board by the County Commission for the following terms of office:

<u>MEMBER</u>	<u>TERM</u>
Addie Crawford, Chair	September 3, 2027 to July 27, 2028
Josh Beall	September 5, 2024 to July 27, 2029
Scott Sudduth	September 5, 2024 to July 27, 2029

The Issuer has no full-time staff but engages part-time secretarial staff and consulting assistance as needed.

In authorizing the Series 2025 Bonds, the members of the Issuer have relied upon information furnished by the County Commission and have made no independent investigation of the matters set forth in this Official Statement.

**The Issuer’s financial condition is not material to an investment in the Series 2025 Bonds and, accordingly, the Issuer’s financial condition is not being provided, although the Issuer is included as a Discretely Presented Component Unit in the County Commission’s financial statements. The Issuer will not provide continuing disclosure.** See “CONTINUING DISCLOSURE” herein. The County Commission’s Audited Financial Statements for the Fiscal Year ended June 30, 2024 are attached hereto as APPENDIX B.

## **THE GOVERNMENT AND JUDICIAL COMPLEX**

The Issuer will be utilizing the proceeds of the Series 2025 Bonds, along with funds provided by the County Commission, for the acquisition, design, construction, renovation, improvement, furnishing and equipping of the real estate, together with the improvements thereon, located on the property at 393 North Lawrence Street and 330 North George Street, Charles Town, West Virginia, to be used initially by the County Commission as a Government and Judicial Complex (as previously defined herein, the “Facility”) for Jefferson County and the inhabitants thereof, which property has been acquired by the Issuer on the effective date of the Lease and will initially be leased by the Issuer to the County Commission pursuant to the Lease.

## **JEFFERSON COUNTY**

### **County Government**

Jefferson County is governed by, and generally acts through, the County Commission, functioning as the County Executive. The County Commission consists of five elected members who serve staggered 6-year terms. The current members of the County Commission are as follows:

<b><u>MEMBER</u></b>	<b><u>TERM</u></b>
Pasha Majdi, President	November 30, 2024 to December 31, 2028
Mike Mood, Vice President	January 1, 2025 to December 31, 2030
Cara Keys, Commissioner	November 19, 2024 to December 31, 2028
Jack Hefestay, Commissioner	November 19, 2024 to December 31, 2028
Steve Stolipher, Commissioner	January 1, 2021 to December 31, 2026

The County Clerk is an elected position in the County. Jacqueline C. Shadle has served as the Jefferson County Clerk since January 1, 2017.

The County Commission has the authority to enter into the Lease pursuant to certain provisions of the Act. The Lease was authorized by the County Commission Ordinance.

### **Financial Control**

By statute, the County Commission is responsible for the fiscal administration of the County.

## General Fund and Sources of General Fund Revenues

The financial operations of the County Commission are conducted primarily through its General Fund. For fiscal year ending June 30, 2025, the original General Fund budget approved by the County Commission and State Auditor is \$40,630,226. The Sheriff/Treasurer collects and receives all taxes, fees and assessments, and other charges or debts due the County Commission. Deposits are made daily and posted to specified budgeted accounts. Each month the Sheriff is required to distribute all property taxes collected by him to each of the defined levying bodies, of which the County Commission is one, and to prepare a monthly financial statement of revenues and disbursements.

The County Commission received approximately 93% of all property taxes collected by the Sheriff, which amounted to \$15,590,923 in taxes receivable for the 2023-2024 fiscal period. Currently, the County Commission's levy rate is set at approximately 92% of the maximum amount allowed by statute. Property taxes accounted for 40% of the County Commission's revenue in the 2023-2024 Fiscal Year, while 60% is derived from other taxes and fees, charges for services, and federal and state grants and reimbursements from other funds (to name several broad categories). Expenditures for personnel services (payroll) accounted for approximately 45% of the County Commission's budget. The County Commission employs approximately 235 full-time employees and 55 part-time employees.

The following table provides the total amounts of assessed values of property in Jefferson County for each of the past seven tax years.

<b>Tax Year</b>	<b>Class II Property</b>	<b>Class III Property</b>	<b>Class IV Property</b>	<b>Total Assessed Value</b>
2024	\$ 3,595,050,380	\$ 1,093,719,455	\$ 493,013,071	\$ 5,181,782,906
2023	\$ 2,990,804,750	\$ 958,142,872	\$ 525,964,511	\$ 4,474,912,133
2022	\$ 2,643,116,730	\$ 911,796,498	\$ 420,430,929	\$ 3,975,344,157
2021	\$ 2,538,689,660	\$ 922,019,674	\$ 418,326,410	\$ 3,879,035,744
2020	\$ 2,446,201,200	\$ 923,809,887	\$ 408,140,959	\$ 3,778,152,046
2019	\$ 2,272,882,100	\$ 941,438,798	\$ 394,218,819	\$ 3,608,539,717
2018	\$ 2,184,710,420	\$ 942,520,834	\$ 387,012,500	\$ 3,514,243,754

Source: The County Commission of Jefferson County.

The following table sets forth the amounts of property taxes collected in Jefferson County for each of the past six years.

<b>Year</b>	<b>Property Tax Collected</b>
2024	\$15,590,923
2023	\$14,257,881
2022	\$13,331,709
2021	\$12,955,740
2020	\$12,585,193
2019	\$12,616,691

Source: The County Commission of Jefferson County.

The following table provides the current and maximum levy rate for each property class. Over the last five Fiscal Years, the County has levied less than allowed. No guarantees are provided that the County would agree to levy the maximum levy rates going forward.

<u>Property Class</u>	<u>Current Levy Rate</u>	<u>Maximum Levy Rate</u>
Class I Property	13.25	14.30
Class II Property	26.50	28.60
Class III/IV Property	53.00	57.20

Source: The County Commission of Jefferson County.

The County’s growth in assessed value is expected to continue and the existing levy rates are anticipated to generate sufficient property tax revenue going forward. Should it be necessary to adjust the levy rates, the County is restricted on the amount it can levy based on certain limitations. The County’s ability to increase the annual levy is limited to the following: (i) calculations factoring in reduced (rolled back) levy rates which adjustments do not require a public hearing by the County, (ii) maximum levy rates permissible by State law which do require a public hearing by the County by allowing a county to raise its rates without voter approval as long as the amount collected by the adjusted rate is not more than 10% in additional revenue over what the County collected in the previous year, or (iii) receiving voter approval to increase the rates above the levy rates permissible by State law.

For general information regarding Jefferson County, see “APPENDIX A – Economic and Demographic Information Regarding Jefferson County, West Virginia” attached hereto.

### **Existing Debt**

The County Commission does not have any outstanding long-term debt obligations as of the date of this Official Statement. The County Commission does have outstanding capital leases for financing the Acquisition of machinery and equipment. As of June 30, 2024, the present value of the principal portion of such capital leases was \$136,432.

### **County Commission Budgeting Process**

The County Commission operates on a fiscal year running from July 1st to June 30th of the following year.

The following are the statutory procedures followed by the County Commission in establishing the budget for Jefferson County:

1. Prior to March 2nd of each year, the various elected offices, agencies and departments submit to the County Commission proposed requests for their respective offices for the fiscal year commencing on July 1st.
2. Upon review and approval of these requests, the County Commission prepares proposed budgets for the General Fund and Coal Severance Tax Fund on forms prescribed by the State Auditor, and submits them to said office by March 28th for approval by the State Auditor.
3. The County Commission then reconvenes on the third Tuesday in April to hear any objections from the public or any elected official, and to formally lay the levy.

Revisions to the original budget approved in writing by the State Auditor, that increase/decrease an aggregate appropriation of an elected official, or the budget as a whole must be authorized by the State Auditor prior to its recordation by the County Clerk.

## Nonappropriation

The County Commission has warranted that funds have been appropriated or are available in an amount sufficient to make all rental payments during the present fiscal year and reasonably believes that funds can be obtained in the amount necessary to make all rental payments during the term of the Lease and will covenant that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the rental payments may be made, including making provisions for such payments to the extent necessary in each annual budget. During the term of the Lease, the County Commission shall not transfer the functions of the Facility to any facility functionally similar to the Facility.

## Obligations Limited

The Issuer's obligation to pay principal and interest on the Series 2025 Bonds is contingent upon the provisions of Chapter 8, Article 33, Section 5 of the Code of West Virginia, 1931, as amended. Section 5 provides as follows: "No constitutional or statutory limitation with respect to the nature or amount of or rate of interest on indebtedness which may be incurred by municipalities, counties or other public or governmental bodies shall apply to the indebtedness of a commission. No indebtedness of any nature of a commission shall constitute an indebtedness of any municipality or county creating and establishing such commission or a charge against any property of said municipalities or counties. No indebtedness or obligation incurred by any commission shall give any right against any member of the governing body of any municipality or any member of the county commission of any county or any member of the board of any commission. The rights of creditors of any commission shall be solely against the commission as a corporate body and shall be satisfied only out of property held by it in its corporate capacity."

**The County Commission's obligations to pay the rent and other sums from its general funds, and the County Commission's obligations to perform and observe the other covenants and agreements contained herein, shall be special and limited obligations of the County Commission payable solely from its general funds and other sources provided for in the Lease and in the Indenture and shall not, in any event, be or constitute an indebtedness of the County Commission or the Issuer within the meaning of any constitutional or statutory provision or limitation or constitute or give rise to a pecuniary liability of the County Commission, except that the County Commission may pay such rent and sums from any lawful source notwithstanding the foregoing. Neither the County Commission or the Issuer nor any holder of any Series 2025 Bonds shall ever have the right to compel the exercise of the taxing power of the County Commission to pay the rent and other sums provided under the Lease or to pay the principal of or premium on the Series 2025 Bonds or the interest thereon. The obligations of the County Commission under the Lease shall never be a charge against or pledge of the property, faith and credit or taxing power of the County Commission. See "SECURITY FOR THE SERIES 2025 BONDS" herein.**

## Accounting and Auditing Procedures

The accounting procedures followed by the County Commission are established pursuant to State statutes and other administrative rulings/interpretations promulgated by the State Auditor's Chief Inspector Division. The Chief Inspector Division of the West Virginia State Auditor's office is the supervisor/auditor of public offices. The County Commission maintains accounts in accordance with Generally Accepted Accounting Principles (GAAP). The Governmental Accounting Standards Board (GASB) issued GASB Statement No. 34 in 1999, which requires governments to follow accounting standards long established by the corporate world. This statement requires the County Commission to maintain accounts both on the basis of funds or account groups, and using the account based full accrual method. A reconciliation between the two methods of accounting must be provided within the financial statements of the County Commission.

An annual audit of the County Commission’s financial reports and records is required at least once every year. The primary responsibility for auditing the County Commission falls to the Chief Inspector Division of the West Virginia State Auditor’s Office, but it can exercise an option to bid out the audit to an independent public accounting firm.

The financial records of the County Commission show the receipt, use and disposition of all public property and the income derived therefrom; all sources of public income and the amounts due and received from each source; all receipts, vouchers and other documents kept or required to be kept as necessary to identify and prove the validity of every transaction; statements and reports made or required to be made for the internal administration of the office to which they pertain; and all details of financial administration of such public affairs. The State Auditor requires from every local governmental entity, including the County Commission, financial statements covering a full period of each fiscal year in accordance with the forms and methods prescribed by the State Auditor, which shall be uniform for all accounts of the same class.

For more information, contact the County Commission at the Jefferson County Courthouse, 100 E. Washington Street, Charles Town, West Virginia 25414. See “APPENDIX B – Audited Financial Statements for the Fiscal year Ended June 30, 2024 for The County Commission of Jefferson County, West Virginia” attached hereto. The County Commission has no control over the timing of completion of the annual audit, which is undertaken by the Chief Inspector Division of the West Virginia State Auditor’s Office. See “RISK FACTORS” herein for more information.

### **PLAN OF FINANCE**

Proceeds of the Series 2025 Bonds are being used to finance (i) a portion of the costs of the design, acquisition, construction and equipping of the Facility; (ii) the payment of the premium for the Series 2025 Bonds Insurance Policy from BAM to secure the payment of the principal of, and interest on, the Series 2025 Bonds; and (iii) the costs of issuing the Series 2025 Bonds. The County Commission is providing funds to pay the balance of the costs of the design, acquisition, construction and equipping of the Facility not financed with proceeds of the Series 2025 Bonds.

The estimated sources and uses of funds are as follows:

#### **Sources and Uses of Funds**

##### Sources of Funds:

Principal Amount of Series 2025 Bonds	\$[16,000,000].00*
[Net] Original Issue [Discount/Premium]	<u>\$</u>
Total Sources	\$

##### Uses of Funds:

Deposit to Acquisition Fund	\$
Costs of Issuance <sup>(1)</sup>	<u>\$</u>
Total Uses	\$

\*Preliminary, subject to change.

(1) Includes Series 2025 Bonds Insurance Policy premium, bond counsel fees, underwriter’s discount and underwriter’s counsel fees, rounding amount, registrar’s fee and other miscellaneous expenses relating to the issuance of the Series 2025 Bonds.

## DEBT SERVICE REQUIREMENTS

The following table sets forth, for each 12-month period ending June 30, the amounts payable as principal of (whether at maturity or pursuant to mandatory sinking fund redemptions) and interest on the Series 2025 Bonds.

Date	Principal <sup>(1)(2)</sup>	Interest <sup>(3)</sup>	Total P+I
06/30/2026	\$ -	\$372,137.50	\$ 372,137.50
06/30/2027	495,000.00	731,900.00	1,226,900.00
06/30/2028	520,000.00	706,525.00	1,226,525.00
06/30/2029	545,000.00	679,900.00	1,224,900.00
06/30/2030	570,000.00	652,025.00	1,222,025.00
06/30/2031	600,000.00	622,775.00	1,222,775.00
06/30/2032	630,000.00	592,025.00	1,222,025.00
06/30/2033	660,000.00	559,775.00	1,219,775.00
06/30/2034	695,000.00	525,900.00	1,220,900.00
06/30/2035	730,000.00	490,275.00	1,220,275.00
06/30/2036	765,000.00	452,900.00	1,217,900.00
06/30/2037	805,000.00	417,675.00	1,222,675.00
06/30/2038	835,000.00	384,353.13	1,219,353.13
06/30/2039	870,000.00	348,643.76	1,218,643.76
06/30/2040	905,000.00	310,925.01	1,215,925.01
06/30/2041	945,000.00	271,021.88	1,216,021.88
06/30/2042	985,000.00	228,187.50	1,213,187.50
06/30/2043	1,030,000.00	182,850.00	1,212,850.00
06/30/2044	1,080,000.00	134,700.00	1,214,700.00
06/30/2045	1,130,000.00	82,887.50	1,212,887.50
06/30/2046	1,180,000.00	28,025.00	1,208,025.00
<b>Total</b>	<b>\$15,975,000.00</b>	<b>\$8,775,406.28</b>	<b>\$24,750,406.28</b>

(1) Including Mandatory SF Redemptions.

(2) Preliminary; subject to change.

(3) Assuming for the purposes of this Preliminary Official Statement, a true interest cost on the Series 2025 Bonds of 4.47% per annum.

## THE LEASE AGREEMENT

The Lease term is coterminous with the final maturity of the Series 2025 Bonds or when the Series 2025 Bonds are redeemed in full, but provides the County Commission with the right to cancel the Lease, without further obligation on the part of the County Commission, at the conclusion of each Fiscal Year in the event of unbudgeted Rentals and for any reason upon a ninety (90) day notice by the County Commission to the Issuer prior to the end of the fiscal year in which the County Commission elects to exercise such option. The Lease is also subject to annual budgeted payments by the County Commission. The foregoing summary does not purport to be a full statement of the terms, conditions and provisions of the Lease, and accordingly, is qualified by reference thereto and is subject to the full text thereof. See “APPENDIX C – Forms of Principal Documents” attached hereto.

## THE INDENTURE

The Series 2025 Bonds are issued pursuant to the Indenture. Pursuant to the Indenture, the Issuer grants to the Trustee, for the benefit of the registered owners of the Series 2025 Bonds, all of its right, title and interest in and under the Lease, including its right, title and interest in and to Rentals to be received under the Lease, except for Unassigned Issuer's Rights. See "APPENDIX C – Forms of Principal Documents" attached hereto.

### **Funds Under the Indenture**

The Indenture creates the following funds: a Bond Fund (with a Principal Account and Interest Account therein), an Acquisition Fund, and a Rebate Fund (if necessary).

#### Bond Fund

The following monies shall be deposited into the Bond Fund, as and when received (i) all proceeds representing accrued interest, if any, and capitalized interest, if any; (ii) all amounts received from, or in connection with, the Lease required to be paid to the Trustee; (iii) all interest and other income received on investments of the Bond Fund; (iv) any amount required to be paid pursuant to the Indenture; and (v) all monies received by the Trustee in respect of the Series 2025 Bonds unless otherwise provided in the Indenture. The moneys in the Bond Fund shall be used solely for the purposes of paying the principal or redemption price of, and interest on, the Series 2025 Bonds and of redeeming or retiring such Series 2025 Bonds at or prior to maturity in the manner provided in the Indenture.

#### Acquisition Fund

Upon issuance and delivery of the Series 2025 Bonds, bond proceeds in the amount of \$\_\_\_\_\_ shall be deposited with the Trustee in the Acquisition Fund. The moneys in the Acquisition Fund shall be held in trust by the Trustee. The Trustee shall make disbursements from the Acquisition Fund to reimburse or pay the Issuer or the County Commission or, any person designated by the Issuer or the County Commission, for Costs, including costs of the Project and the costs of issuance in connection with the Series 2025 Bonds, all in accordance with the Indenture, except to the extent required to be transferred to the Rebate Fund in accordance with the Tax Regulatory Agreement and, pending such application, shall be held as trust funds under the Indenture until paid out or transferred as provided in the Indenture.

#### Rebate Fund

If earnings are in excess of the amount that would have been earned if the yield on the investments had been equal to the yield on the Series 2025 Bonds, such earnings shall be transferred to the Rebate Fund, which fund shall be established by the Trustee under the Indenture, for purposes of ultimate payment to the United States, except to the extent a proper exemption from arbitrage rebate is applicable to such earnings.

### **Additional Indebtedness**

The Issuer may issue bonds, notes or other forms of indebtedness for the benefit of the County Commission without the consent of any of the Bondholders or the Trustee, which are on a parity with the Series 2025 Bonds, the repayment of which is secured by the Facility, or any portion thereof, only if the following conditions are met: (i) the indebtedness is issued for the purpose of financing the cost of additions, renovations, or improvements to the Facility; or (ii) such indebtedness is issued for the purpose of refinancing all or a portion of the Series 2025 Bonds or any outstanding indebtedness which is on a parity

with the Series 2025 Bonds, and such indebtedness is issued on a parity with the Series 2025 Bonds; and (iii) the Issuer provides in the authorizing ordinance or resolution or instrument creating such indebtedness that such indebtedness is issued on a parity with the Series 2025 Bonds; it being expressly provided that the consent of the Holders of the Series 2025 Bonds and any subsequent series of Additional Bonds is not required for the issuance of any Additional Bonds by the Issuer. Such additional parity indebtedness may be issued pursuant to the terms set forth in the Indenture without the consent of the Trustee. The Issuer may at any time issue subordinate indebtedness which is secured by the Facility.

The Issuer may at any time issue bonds, notes or other forms of indebtedness for the benefit of the County Commission, the repayment of which is not secured by the Facility, or any portion thereof, under the terms of which the Issuer enters into a lease agreement with the County Commission whereby the County Commission agrees to make rental payments to the Issuer, subject to annual appropriation, in an amount necessary to repay the debt service on such indebtedness.

This summary does not purport to be a full statement of the terms, provisions and covenants of the Indenture, and accordingly, is qualified by reference thereto and is subject to the full text thereof. See “APPENDIX C – Forms of Principal Documents” attached hereto.

## **THE DEED OF TRUST**

As further security for the Series 2025 Bonds, the Issuer will execute and deliver to the Trustee the Deed of Trust, effective as of the issue date of the Series 2025 Bonds, by and among the Issuer as grantor, the trustee thereunder, and the Trustee, as beneficiary thereunder, granting to the Trustee a first lien on the Facility. See “APPENDIX C – Forms of Principal Documents” attached hereto.

## **THE SERIES 2025 BONDS**

### **Description**

The aggregate principal amount of the Series 2025 Bonds is \$[16,000,000]\*. The Series 2025 Bonds are dated the date of issue, and the Series 2025 Bonds bear interest at the rates and mature in the amounts and on the dates listed on the inside cover page of this Official Statement. Interest is payable on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, commencing \_\_\_\_\_ 1, 2026, in an amount equal to the interest accrued from the date of the Series 2025 Bonds (computed on the basis of a year of 360 days consisting of 12 months of 30 days each) until payment of principal had been made or provided for, except that Series 2025 Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Series 2025 Bonds. Interest on the Series 2025 Bonds will be paid to the owners in whose name the Series 2025 Bonds are registered on the close of business on the 15<sup>th</sup> day of the month immediately preceding the relevant Interest Payment Date (the “Regular Record Date”). Principal shall be payable on \_\_\_\_\_ 1 of each year, commencing on \_\_\_\_\_ 1, 2026, in lawful money of the United States of America at the principal corporate trust office of the Trustee in Charleston, West Virginia, or at the principal corporate trust office of its successor, upon presentation and surrender of the Series 2025 Bonds. Payment of interest on any Series 2025 Bond shall be made on each Interest Payment Date to the Owner thereof at the close of business on the Regular Record Date for such Interest Payment Date by check mailed by first class mail to such Owner at its address as it appears on such registration books, or, upon the written request of any Owner of at least \$1,000,000 in aggregate principal amount of Series 2025 Bonds, submitted to the Trustee at least five (5) Business Days prior to the Regular Record Date, by wire transfer in immediately available funds to an account within the United States of America designated by such

\* Preliminary, subject to change.

Owner. As long as Cede & Co. is the Owner of the Series 2025 Bonds, said principal and interest payments shall be made to Cede & Co. by wire transfer in immediately available funds.

### **Book-Entry Only System**

The Series 2025 Bonds will be issued as fully registered Series 2025 Bonds without coupons, in denominations of \$5,000 or any integral multiples thereof for any year of maturity. Interest on the Series 2025 Bonds shall be payable by check or draft made payable and mailed by the Paying Agent, to the Registered Owner thereof as of the applicable Record Date (each \_\_\_\_\_ 15 and \_\_\_\_\_ 15) or, at the option of any Registered Owner of \$1,000,000 or more of the Series 2025 Bonds, by electronic or wire transfer to a domestic bank account specified in writing at least five (5) days prior to the Record Date by such Registered Owner. Principal of, and interest and premium, if any, on, the Series 2025 Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender thereof at the principal corporate trust office of the Paying Agent.

Ownership of any Series 2025 Bond may be transferred only by transfer of registration presented to the Registrar by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his duly authorized attorney or legal representative. Upon any such transfer of a Series 2025 Bond, there will be issued another Series 2025 Bond or Series 2025 Bonds, at the option of the Holder or transferee, of the aggregate principal amount equal to the unpaid amount of the transferred Series 2025 Bond and of the same series, interest rate and maturity of said transferred Series 2025 Bond. For every exchange or transfer of Series 2025 Bonds, the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer. Any applicable tax, governmental charge or charge to reimburse the Registrar for any tax or governmental charge shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2025 Bonds that have been called for redemption.

Purchasers of the Series 2025 Bonds will not receive certificates representing their interests in the Series 2025 Bonds purchased. The Series 2025 Bonds are available in book-entry form only and will be registered in the name of "Cede & Co." See "APPENDIX D – Book-Entry Only System" attached hereto. So long as Cede & Co. is the registered owner of the Series 2025 Bonds as nominee of The Depository Trust Company, New York, New York ("DTC"), references herein to the Bondholders or registered owners of the Series 2025 Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2025 Bonds.

Neither the County Commission nor the Issuer can or does give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Series 2025 Bonds (1) payments of principal of or interest and premium, if any, on the Series 2025 Bonds, (2) confirmation of beneficial ownership interest in the Series 2025 Bonds, or (3) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2025 Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "rules" applicable to DTC are on file with the Securities and Exchange Commission, and the current "procedures" of DTC to be followed in dealing with Direct Participants are on file with DTC.

None of the County Commission, the Issuer or the Paying Agent shall have any responsibility or obligation to any Direct Participant, Indirect Participant, Beneficial Owner or any other person with respect

to: (1) the accuracy of any records maintained by DTC or any Participant, (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption price of or interest on the Series 2025 Bonds, (3) the delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Series 2025 Ordinance to be given to Bondholders, or (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2025 Bonds.

**Redemption Provisions**

Mandatory Sinking Fund Redemption. (i) The Series 2025 Bonds maturing on \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption on \_\_\_\_\_ 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

Year	
( _____ 1)	<u>Amount*</u>
20__	\$ _____

When such Series 2025 Bonds have been redeemed as set forth above, a balance of \$ \_\_\_\_\_ \* will mature on \_\_\_\_\_ 1, 20\_\_, unless previously retired.

(ii) The Series 2025 Bonds maturing on \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption on \_\_\_\_\_ 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

Year	
( _____ 1)	<u>Amount*</u>
20__	\$ _____

When such Series 2025 Bonds have been redeemed as set forth above, a balance of \$ \_\_\_\_\_ \* will mature on \_\_\_\_\_ 1, 20\_\_, unless previously retired.

(iii) The Series 2025 Bonds maturing on \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption on \_\_\_\_\_ 1 in the years and in the principal amounts and at a price of 100% of the principal amount of the Series 2025 Bonds to be redeemed plus interest accrued to the date fixed for redemption, as follows:

Year	
( _____ 1)	<u>Amount*</u>
20__	\$ _____

When such Series 2025 Bonds have been redeemed as set forth above, a balance of \$ \_\_\_\_\_ \* will mature on \_\_\_\_\_ 1, 20\_\_, unless previously retired.

Optional Redemption. The Series 2025 Bonds maturing on and after \_\_\_\_\_ 1, 20\_\_, are subject to optional redemption prior to maturity by the Issuer, at the direction of the County Commission, as a whole or in part on any date on and after \_\_\_\_\_ 1, 20\_\_, in order of maturity selected by the Issuer, at the direction of the County Commission, and by lot within a maturity, in multiples of \$5,000, at the redemption price of par, plus accrued interest to the date fixed for redemption.

Extraordinary Optional Redemption. (i) In the event of damage to or destruction of the Facility or any portion thereof, or in the event of the condemnation of the Facility or any portion thereof, the Series 2025 Bonds shall be subject to redemption prior to maturity in whole or in part (provided that the aggregate principal amount of Series 2025 Bonds being redeemed in part shall not be less than \$50,000) on any date, at the option of the Issuer at the direction of the County Commission in any multiple of \$5,000, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date.

(ii) If there should occur a Determination of Taxability, the Series 2025 Bonds shall be redeemed in whole on the Taxable Redemption Date, at a price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed plus accrued interest thereon to the Taxable Redemption Date. The term "Taxable Redemption Date" means either (A) that date which is set by the Issuer by written advice provided to the Trustee within one hundred eighty (180) days of the first to occur of (1) the date when the Trustee notifies the Issuer of the occurrence of a Determination of Taxability, or (2) the date when the Issuer otherwise becomes aware of any Determination of Taxability, which date shall be not less than forty-five (45) days nor more than one hundred eighty (180) days subsequent to the date when such notice is provided by the Issuer, or, (B) if the Trustee has not received such a notice prior to the expiration of such one hundred eighty (180) day period, the first date following the expiration of such one hundred eighty (180) day period for which the required notice of redemption may be given, as determined by the Trustee in its sole discretion.

"Determination of Taxability" shall mean a determination that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest under the Code, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(i) the date on which the Trustee receives an opinion of Bond Counsel that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest; or

(ii) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any private ruling, technical advice or any other written communication with or to the effect that the interest income on any of the Series 2025 Bonds does not qualify as exempt interest; or

(iii) the date on which the Issuer shall receive notice from the Trustee in writing that the Trustee has been advised by any Bondholder or former Bondholder that the Internal Revenue Service has issued a thirty-day letter or other notice which asserts that the interest on such Bondholder's Series 2025 Bonds does not qualify as exempt interest; or

(iv) any failure that, according to a written opinion of Bond Counsel, addressed and delivered to the Trustee, will adversely affect the tax-exempt status of the Series 2025 Bonds.

provided, however, that in the case of any event described in clause (i), (ii), (iii) or (iv) of the preceding sentence, such event shall not become a Determination of Taxability if the Issuer shall have notified the Trustee within twenty-one (21) days following notice to the Issuer of the occurrence of such event that the Issuer has elected to contest at its own expense any opinion described in (i) above, any conclusion as to the effect on the tax-exempt status of the Series 2025 Bonds of the events described in (ii) or (iv) or any assessment noticed by the thirty-day letter described in (iii) above unless and until either (A) no final determination by a court of competent jurisdiction or ruling or technical advice memorandum from the United States Internal Revenue Service to the effect that interest on the Series 2025 Bonds has not become subject to federal income taxation (except in the case of a "substantial user" or "related person" as aforesaid) has been obtained prior to the earliest of (1) the date which is one hundred thirty-five days (135)

subsequent to the date on which the Determination of Taxability would have been deemed to have occurred but for such contest, (2) the date when any opportunity to contest such determination in the courts of the United States or before the United States Internal Revenue Service shall have expired, or (3) such earlier time at which the Issuer elects to discontinue such contest; or (B) there has been a final determination that interest on the Series 2025 Bonds has become subject to federal income taxation; provided, however, the date of occurrence of the Determination of Taxability shall not be postponed pending any such contest unless the Trustee shall have been furnished with the written legal opinion of Bond Counsel to the effect that such contest is not frivolous and that the Issuer has reasonable legal grounds for asserting that interest on the Series 2025 Bonds has not become subject to federal income taxation (except in the case of a substantial user or related person, as aforesaid). The Bondholder shall have no obligation to notify the Issuer of any Determination of Taxability or to participate or cooperate in any contest thereof. Notwithstanding anything else herein contained, a "Determination of Taxability" shall not be deemed to have occurred solely by virtue of the fact that interest on the Series 2025 Bonds may be deemed to be an item of tax preference for purposes of alternative minimum tax.

### **Selection of Bonds to Be Redeemed**

If fewer than all of the outstanding Series 2025 Bonds are called for redemption at one time, the selection of Series 2025 Bonds to be redeemed, or portions thereof, in amounts equal to \$5,000 or any integral multiple thereof shall be made by lot by the Trustee in any manner which the Trustee may determine; provided, that if less than all of an outstanding Series 2025 Bond of one maturity in a book-entry system is to be called for redemption, the Trustee shall give notice to the Depository or the nominee of the Depository that is the Owner of such Series 2025 Bond, and the selection of the beneficial interests in that Series 2025 Bond to be redeemed shall be at the sole discretion of the Depository and its participants. Any failure of any Direct Participant, Indirect Participant or Beneficial Owner to receive such notice and its contents or effect will not affect the validity of such notice or any proceedings for the redemption of such Series 2025 Bonds.

### **Notice of Redemption**

Unless waived by any Owner of the Series 2025 Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Owner of the Series 2025 Bond or Series 2025 Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Trustee.

All official notices of redemption shall be dated and shall state: (i) the redemption date; (ii) the redemption price; (iii) the series designation, the identifying number and CUSIP number (and in the case of partial redemption, the principal amounts) of the Series 2025 Bonds to be redeemed; (iv) the date of issuance of the Series 2025 Bonds; (v) the interest rate and maturity date of the Series 2025 Bonds to be redeemed; (vi) that on the redemption date the redemption price will become due and payable on each such Bond and interest thereon will cease to accrue thereon from and after said date; (vii) the agent name, contact person and address where such Series 2025 Bonds are to be surrendered for payment; and (viii) any other descriptive information, which in the opinion of the Trustee, is needed to identify accurately the Series 2025 Bonds being redeemed.

Each notice of redemption shall also be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service or via electronic means to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2025 Bonds and such notice of redemption shall be posted on the EMMA system maintained by the Municipal Securities Rulemaking Board.

Upon the payment of the redemption price of Series 2025 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Series 2025 Bonds being redeemed with the proceeds of such check or other transfer.

### **Cost of Redemption**

In the event of any redemption of the Series 2025 Bonds, whether extraordinary, optional or mandatory, there shall be paid by the Issuer, solely from funds provided by the County Commission, in addition to the redemption price, all reasonable costs, fees and expenses of the Trustee and the Issuer in connection with such redemption.

See “APPENDIX C – Forms of Principal Documents” attached hereto.

## **SECURITY FOR THE SERIES 2025 BONDS**

### **Assignment of Revenues**

Pursuant to the Indenture, the Issuer is obligated to make payments in amounts at least equal to the principal of and interest due on the Series 2025 Bonds, but only to the extent sufficient moneys are received for this purpose from the County Commission pursuant to the Lease. The Series 2025 Bonds are secured by all of the rights and interests of the Issuer under the Lease, including but not limited to the right of the Issuer to the payment of Rentals by the County Commission equal to the principal of, premium, if any, interest and other costs associated with the Series 2025 Bonds, except for the rights of the County Commission under the Lease relating to payment of expenses, insurance coverage, and indemnification, respectively.

### **Sources of Payment**

The Series 2025 Bonds are payable from Rentals and revenues of the Issuer received pursuant to the Lease, which Rentals and revenues are assigned by the Issuer to the Trustee pursuant to the Indenture. The Series 2025 Bonds are special, limited obligations of the Issuer and do not constitute a debt of the Issuer, the County Commission or the State or any political subdivision thereof within the meaning of any constitutional or statutory limitations, nor do the Series 2025 Bonds constitute a liability of or a lien or charge upon the funds or property of the Issuer other than the Facility.

### **Pledge of Revenues and Certain Funds**

Pursuant to the Indenture, the Issuer is obligated to make payments in amounts at least equal to the principal of and interest due on the Series 2025 Bonds, but only to the extent sufficient moneys are received for this purpose pursuant to the Lease. The Series 2025 Bonds are secured by a first lien on and security interest in the Issuer’s receipts, revenues, income and other money received pursuant to the Lease. The repayment of the Series 2025 Bonds is also secured by certain funds and accounts which have been established by the Trustee in connection with the Series 2025 Bonds pursuant to the Indenture.

### **Lien on Facility**

The Issuer will execute and deliver to the Trustee the Deed of Trust granting to the Trustee a first lien on the Facility.

See “APPENDIX C – Forms of Principal Documents” attached hereto.

## **BOND INSURANCE**

The Issuer has applied to, and executed a commitment from, Build America Mutual Assurance Company (as previously defined herein, “BAM”) for the issuance, concurrently with the issuance of the Series 2025 Bonds, of its Municipal Bond Insurance Policy for the Series 2025 Bonds (as previously defined herein, the “Series 2025 Bonds Insurance Policy”). Information regarding BAM and the Series 2025 Bonds Insurance Policy, specifically including in this section and “APPENDIX G – Specimen Municipal Bond Insurance Policy” has been furnished by BAM for inclusion in this Official Statement. No representation is made by the Issuer or the Underwriter as to the accuracy, completeness or adequacy of such information or as to the absence of material adverse changes in the condition of BAM. Reference is made to “APPENDIX G – Specimen Municipal Bond Insurance Policy” for a specimen of the aforementioned Insurance Policy, which should be read in its entirety.

### **Bond Insurance Policy**

Concurrently with the issuance of the Series 2025 Bonds, BAM will issue the Series 2025 Bonds Insurance Policy. The Series 2025 Bonds Insurance Policy guarantees the scheduled payment of principal of and interest on the Series 2025 Bonds when due as set forth in the form of the Series 2025 Bonds Insurance Policy included as an exhibit to this Official Statement. See “APPENDIX H – Specimen Municipal Bond Insurance Policy” hereto.

The Series 2025 Bonds Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

### **Build America Mutual Assurance Company**

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure municipal bonds, as defined in Section 6901 of the New York Insurance Law, which are most often issued by states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: [www.bambonds.com](http://www.bambonds.com).

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM’s financial strength is rated “AA/Stable” by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”). An explanation of the significance of the rating and current reports may be obtained from S&P at <https://www.spglobal.com/en/>. The rating of BAM should be evaluated independently. The rating reflects S&P’s current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the

terms of the Policy), and BAM does not guarantee the market price or liquidity of the Bonds, nor does it guarantee that the rating on the Bonds will not be revised or withdrawn.

#### Capitalization of BAM.

BAM's total admitted assets, total liabilities, and total capital and surplus, as of September 30, 2024 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were \$502.6 million, \$246.3 million and \$256.3 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at [www.bambonds.com](http://www.bambonds.com), is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

#### Additional Information Available from BAM.

*Credit Insights Videos.* For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at <https://bambonds.com/insights/#video>. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

*Credit Profiles.* Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at <https://bambonds.com/credit-profiles>. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

*Disclaimers.* The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been

reviewed or approved by the issuer of or the underwriter for the Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Bonds, whether at the initial offering or otherwise

## **RISK FACTORS**

*An investment in the Series 2025 Bonds is subject to a number of potentially significant risk factors. The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2025 Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2025 Bonds should analyze carefully the information contained in this Official Statement, including the Appendices hereto, and additional information in the form of the complete documents summarized herein, copies of which are available as described in this Official Statement.*

### **General**

The Series 2025 Bonds are payable principally from Rentals to be received by the Issuer pursuant to the Lease. The future need for office space by departments of County government, such as the Government and Judicial Complex, is subject to change and is dependent, in part, on population trends, the need for various County services and the office space necessary to house the same, and the continuation of various County, State and federal programs. Such changes cannot be determined at this time.

### **Cancellation of Lease**

The Lease is subject to the right of the County Commission to cancel the Lease without further obligation on the part of the County Commission, upon giving ninety (90) days' written notice to the Issuer, such notice being given at least ninety (90) days prior to the end of the fiscal year in which the County Commission elects to exercise such option. In the event of such cancellation, it is unlikely that the Issuer will be able to pay the remaining principal of or interest on the Series 2025 Bonds.

### **Market for Facility**

The Facility may have a limited market due to its planned use as a governmental building. See "THE GOVERNMENT AND JUDICIAL COMPLEX" herein. In the event the County Commission cancels the Lease, there is no certainty as to whether the Issuer will be able to find another tenant or, in the event of a foreclosure under the Deed of Trust, a purchaser for the Facility.

### **Unbudgeted Rentals**

The County Commission's obligation to make Rentals under the Lease is a current expense of the County Commission payable from funds of the County Commission budgeted or otherwise collected or made available therefor. It is neither a debt of the County Commission within the meaning of any constitutional or statutory limitation nor a liability of or a lien or charge upon the funds of the County Commission beyond the fiscal year for which the County Commission has budgeted funds to make Rentals and is subject to termination in the event insufficient funds are budgeted in any fiscal year for such purpose.

## **Market for the Series 2025 Bonds**

There can be no assurance that a secondary market for the Series 2025 Bonds will develop or, if developed, that such a market could be sustained. The Underwriter assumes no obligation to establish or maintain such a market and is not obligated to repurchase any of the Series 2025 Bonds at the request of the owner thereof.

## **Impact of COVID-19 and Pandemic Risks**

It is possible that illnesses, such as those connected to the novel coronavirus (“COVID-19”) and variants thereof, or precautionary restrictions related to any pandemic, could have an adverse impact on local, state and national economies, which impact, while currently unknown, could adversely affect economic activity in the County and the State which could adversely affect the amount of revenues available for payment of the Series 2025 Bonds.

## **Future Legislation**

Current or future legislative proposals, if enacted into law, may cause interest on the Series 2025 Bonds to be subject, directly or indirectly, to federal income taxation or otherwise prevent holders of the Series 2025 Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals may also affect the market price for, or marketability of, the Series 2025 Bonds. Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion. It is not an event of default on the Series 2025 Bonds if any legislation is enacted reducing or eliminating the exclusion of interest on state and local government bonds from gross income for federal income tax purposes.

## **Issuance of Additional Bonds**

The issuance of Additional Bonds under the Indenture could adversely affect the amount of proceeds of sale under the Deed of Trust available for payment of the Series 2025 Bonds. See “THE INDENTURE—Additional Indebtedness” herein.

## **Annual Audit**

Pursuant to Chapter 6, Article 9 of the Code of West Virginia, 1931, as amended (the “Audit Act”), the State Auditor, as the chief inspector and supervisor of public offices (the “Chief Inspector”) is charged with the responsibility of (1) formulating, prescribing and installing a system of accountability for all local units of government in West Virginia, including county commissions and (2) examining the financial affairs of every local government office or political subdivision and all boards, commissions, authorities, agencies or other offices. The County Commission is a local government under the Audit Act. Pursuant to Section 7 of the Audit Act, an audit of the County Commission’s finances must be accomplished by the Chief Inspector or any person appointed by him. Accordingly, the actions or lack of actions of the Chief Inspector may adversely impact the ability of the County Commission to timely file the annual audited financial information required to be submitted to EMMA pursuant to the Continuing Disclosure Undertaking. See “CONTINUING DISCLOSURE” herein. Additionally, the County Commission has no power to require the Chief Inspector to take any action required under such procedures that would ensure the completion of the audit to meet the timely filing of such information. For reference, the audit prepared by the Chief Inspector for the County Commission has been made available on the dates set forth in the following chart:

<u>Fiscal Year ended June 30</u>	<u>Date Audit Made Available</u>
2015	April 14, 2016
2016	November 20, 2018
2017	March 27, 2019
2018	March 27, 2019
2019	August 6, 2020
2020	April 1, 2021
2021	April 29, 2022
2022	March 24, 2023
2023	March 30, 2024
2024	March 31, 2025

Source: West Virginia State Auditor's Office.

## Cybersecurity

The County Commission, like many other public and private entities, relies on technology to conduct its operations. As a recipient and provider of personal, private and sensitive information, the County Commission faces multiple cyber threats including, but not limited to, hacking, phishing, viruses, malware and other attacks on its computers and other sensitive digital networks and systems (collectively, "Systems Technology"). There have been cyber-attack attempts on the County Commission's Systems Technology in the past, but not any resulting in a material compromise of the system, data loss or breach that the County Commission has identified.

Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the County Commission's Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage.

No assurances can be given that the County Commission's security and operational control measures will ensure against any and all cybersecurity threats and attacks. A cybersecurity incident or breach could damage the County Commission's Systems Technology and cause disruption to the County Commission and/or its services, operations and finances. The costs of remedying any such damage or protecting against future attacks could be substantial. Further, cybersecurity breaches could expose the County Commission to material litigation and other legal risks, which could cause the County Commission to incur material costs related to such legal claims or proceedings. The County Commission will continue to assess cyber threats and protect its data and systems, with a conscious effort to prioritize based on potential impact of issues and the likelihood of those issues manifesting into an incident. The County Commission is in the continual process of compiling, evaluating and updating cyber and data security policies and provisions, and will continue to implement and update these policies and procedures as they are determined to be in the best interest of the County Commission's cyber security position. However, these policies cannot prevent all exposure to cybersecurity risks. In addition, the County Commission has insurance policies covering cyber security risks.

## Other

The County Commission's willingness or ability to continue the term of the Lease may be affected adversely by fiscal and budgetary problems that affect the County Commission. For example, a decrease in the assessed value of real property in the County could lead to decreased revenues; or, certain expenses of the County, such as regional jail fees, could increase. Additionally, legislative changes could occur that impact certain special revenues of the County. For additional information regarding the County

Commission’s financial status, see “APPENDIX B – Audited Financial Statements for Fiscal Year Ended June 30, 2024 for The County Commission of Jefferson County, West Virginia” attached hereto.

## **TAX MATTERS**

The following discussion of “Tax Matters” is a brief discussion of certain income tax matters with respect to the Series 2025 Bonds under existing applicable law. It does not purport to deal with all aspects of taxation that may be relevant to the owner of a Series 2025 Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the tax consequences of owning and disposing of the Series 2025 Bonds.

### **General**

In the opinion of Bowles Rice LLP, Bond Counsel, under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Series 2025 Bonds (i) is excludable from gross income of the holders thereof for federal income tax purposes, assuming compliance with certain provisions described herein pertaining to the Internal Revenue Code of 1986, as amended (the “Code”); and (ii) is not a specific item of tax preference, under Section 57(a)(5) of the Code, in computing the federal alternative minimum tax imposed on individuals.

The opinions described in this section are subject to the condition that the Issuer and the County Commission comply on a continuing basis with all requirements of the Code, and regulations thereunder that must be satisfied for interest on the Series 2025 Bonds to be or continue to be excluded from gross income for federal income tax purposes. The Issuer and the County Commission have covenanted to comply with each such requirement. Failure to comply with certain of such requirements could cause the interest on the Series 2025 Bonds to be included in the gross income of the recipients thereof for purposes of federal income taxation, including retroactively to the date of issuance of the Series 2025 Bonds.

Bond Counsel’s opinion may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Series 2025 Bonds permit certain actions to be taken or to be omitted if a favorable opinion of a bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest on any Series 2025 Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

The Internal Revenue Service (the “IRS”) has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2025 Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2025 Bonds might be affected as a result of such an audit of the Series 2025 Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, the United States Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2025 Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Series 2025 Bonds or their market value.

### **Individual Circumstances**

Although Bond Counsel is of the opinion that interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2025 Bonds may otherwise affect an owner’s federal liability. The nature and extent

of these other tax consequences will depend upon the tax status of the owner or the owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Please be advised that, except as set forth above, Bond Counsel's opinion does not address, and Bond Counsel expresses no opinion with respect to, certain collateral federal income tax consequences that may result from the ownership of tax-exempt obligations, including the Series 2025 Bonds, by certain taxpayers, including without limitation financial institutions, property and casualty insurance companies, individual recipients of social security or railroad retirement benefits and other taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry such obligations. Prospective purchasers of the Series 2025 Bonds should consult their own tax advisors as to such consequences.

### **Backup Withholding**

Interest paid on tax-exempt obligations such as the Series 2025 Bonds is generally required to be reported by payors to the IRS and to recipients in the same manner as interest on taxable obligations. In addition, such interest may be subject to "backup withholding" if the Bondholder fails to provide the information required on IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the IRS has specifically identified the Bondholder as being subject to backup withholding because of prior underreporting. Neither the information reporting requirement nor the backup withholding requirement affects the excludability of interest on the Series 2025 Bonds from gross income for federal tax purposes.

### **Changes in Federal and State Tax Law**

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Series 2025 Bonds, including legislation, court decisions, or administrative actions, whether at the federal or state level, may affect the tax exempt status of interest on the Series 2025 Bonds or the tax consequences of ownership of the Series 2025 Bonds. No assurance can be given that future legislation, if enacted into law, will not contain provisions which could directly or indirectly reduce the benefit of the exclusion of the interest on the Series 2025 Bonds from gross income for federal income tax purposes or any state tax benefit. Tax reform proposals and deficit reduction measures, including the limitation of federal tax expenditures, are expected to be under ongoing consideration by the United States Congress. These efforts to date have included proposals to reduce the benefit of the interest exclusion from income for certain holders of tax-exempt bonds, including bonds issued prior to the proposed effective date of the applicable legislation. Future proposed changes could affect the market value or marketability of the Series 2025 Bonds, and, if enacted, could also affect the tax treatment of all or a portion of the interest on the Series 2025 Bonds for some or all holders. Holders should consult their own tax advisors with respect to any of the foregoing tax consequences.

In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2025 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2025 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2025 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2025 Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

## **Assumed Compliance with Certain Covenants and Federal Tax Requirements**

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2025 Bonds. The Issuer and County Commission have covenanted to comply with certain restrictions designed to ensure that interest on the Series 2025 Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Series 2025 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2025 Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Series 2025 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2025 Bonds. Further, no assurance can be given that pending or future legislation or amendments to the Code, if enacted into law, or any proposed legislation or amendments to the Code, will not adversely affect the value of, or the tax status of interest on, the Series 2025 Bonds. Prospective purchasers of Series 2025 Bonds are urged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

The tax status of the Series 2025 Bonds could be affected by post-issuance events. There are various requirements of the Code that must be observed or satisfied after the issuance of the Series 2025 Bonds in order for the Series 2025 Bonds to qualify for, and retain, tax-exempt status. These requirements include use of the proceeds of the Series 2025 Bonds, use of the facilities financed or refinanced by the Series 2025 Bonds, investment of bond proceeds, and the rebate of so-called excess arbitrage earnings. Compliance with these requirements is the responsibility of the Issuer and County Commission.

### **[Original Issue Discount**

Original issue discount (“OID”) is the excess, if any, of the stated redemption price at maturity over the issue price of the Series 2025 Bonds. The issue price is the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of the debt instrument was sold. The Series 2025 Bonds maturing on May 1, 20\_\_, May 1, 20\_\_ and May 1, 20\_\_ (the “Discount Bonds”) were sold with OID. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded annually (or over a shorter permitted compounding interval selected by the owner). The portion of the OID that accrues during the period of ownership of a Discount Bond (i) will be interest excludable from the owners’ gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2025 Bonds, and (ii) will be added to the owner’s tax basis for purposes of determining a gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside cover page of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Owners of Discount Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID properly accruable in any period with respect to the Discount Bonds as to other federal tax consequences, and the treatment of the OID for purposes of state and local taxes on, or based on, income.]

### **[Original Issue Premium**

Series 2025 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond

premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocated to such Beneficial Owner. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that is amortized during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond. A purchaser of a Premium Bond in the initial public offering at the price for that Premium Bond stated on the inside cover page of this Official Statement who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond. Purchasers of the Series 2025 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2025 Bonds with bond premium, including the treatment of Beneficial Owners who do not purchase such Series 2025 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2025 Bonds is sold to the public.]

### **State Income Tax Exemption**

In the opinion of Bond Counsel, under the Building Commission Act, the Series 2025 Bonds and the interest thereon are exempt from taxation by the State of West Virginia.

### **Bond Counsel Obligations**

Bond Counsel's engagement with respect to the Series 2025 Bonds ends with the issuance of the Series 2025 Bonds, and unless separately engaged, Bond Counsel is not obligated to defend the Issuer or the beneficial owners regarding the tax-exempt status of the Series 2025 Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Issuer and its appointed counsel including the beneficial owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of Series 2025 Bonds is difficult, obtaining an independent review of IRS positions with which the Issuer legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2025 Bonds for audit, or the course or result of such audit, or an audit of tax-exempt bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2025 Bonds, and may cause the Issuer or the beneficial owners to incur significant expense.

Bond Counsel's opinions represent its legal judgment based in part upon the representations and covenants referenced therein and its review of existing law but are not a guarantee of result or binding on the IRS or the courts. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may come to Bond Counsel's attention after the date of its opinions or to reflect any changes in law or the interpretation thereof that may occur or become effective after such date.

### **APPROVAL OF LEGAL PROCEEDINGS**

Legal matters incident to the authorization, sale and issuance of the Series 2025 Bonds are subject to the unqualified approving opinion of Bowles Rice LLP, Charleston, West Virginia, Bond Counsel, the form of which is attached hereto as APPENDIX E. Certain legal matters will be passed upon for the Building Commission by its counsel, Bowles Rice LLP, Charleston, West Virginia, for the County Commission by its counsel, \_\_\_\_\_, Esquire, and for the Underwriter by its counsel, Jackson Kelly PLLC, Morgantown, West Virginia.

## **ABSENCE OF MATERIAL LITIGATION**

There is no litigation of any nature now pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds or receipt by the Issuer of the Rentals or in any way contesting or affecting the validity of the Series 2025 Bonds, the Lease, the Indenture, the Deed of Trust or any proceedings of the Issuer or the County Commission taken with respect to the issuance or sale of the Series 2025 Bonds, the pledge or application of any moneys or security provided for the payment of the Series 2025 Bonds pursuant to the Deed of Trust or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Series 2025 Bonds, receipt of the Rentals or such pledge or application of moneys and securities.

Generally speaking, the County Commission is routinely a defendant in various lawsuits, and although the outcome of these lawsuits is not presently determinable, the County Commission's counsel does not believe that settlement of these matters will have a material effect on the financial condition of the County Commission.

## **UNDERWRITING**

Carty, Harding and Hearn, Inc., as Underwriter, has agreed, subject to certain conditions, to purchase the Series 2025 Bonds, at an aggregate purchase price of \$\_\_\_\_\_ (\$\_\_\_\_\_ minus Underwriter's discount of \$\_\_\_\_\_ [plus/minus] a [net] original issue [premium/discount] of \$\_\_\_\_\_). The Bond Purchase Agreement provides that the Underwriter will purchase all the Series 2025 Bonds if any are purchased, the obligation to make such purchase being subject to the terms and conditions set forth in the Bond Purchase Agreement, including the approval of certain legal matters by counsel.

The Underwriter intends to offer the Series 2025 Bonds at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2025 Bonds to the public. The Underwriter may offer and sell Series 2025 Bonds to certain dealers (including dealers depositing Series 2025 Bonds into investment trusts) at prices lower than the public offering prices.

## **FINANCIAL STATEMENTS**

Included in APPENDIX B are audited financial statements of the County Commission as of and for the fiscal year ended June 30, 2024, and the report with respect to the audited financial statements as of and for the fiscal year ended June 30, 2024, dated March 31, 2025, of the West Virginia State Auditor. The audited financial statements of the County Commission as of and for the fiscal year ended June 30, 2024, and for prior fiscal years are publicly available from the Chief Inspector Division of the West Virginia State Auditor's Office at the following web address: <https://www.wvsao.gov/ChiefInspector/Default>.

## **RATING**

S&P is expected to assign a rating of "AA" (stable outlook) upon delivery of the Series 2025 Bonds Insurance Policy by BAM at closing with respect to the Series 2025 Bonds. Any desired explanation of the significance of such ratings should be obtained from S&P. Such rating reflects only the views of such organization and reference is made to such organization for the meaning of such rating. There is no assurance that such rating will continue for any period of time or that such rating will not be revised downward or withdrawn entirely by the assigning rating agency, if in the judgment of such rating agency,

circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect upon the market price or value of the Series 2025 Bonds.

Except as provided under “CONTINUING DISCLOSURE” herein, none of the Issuer, the County Commission nor the Underwriter have undertaken any responsibility to take any action with respect to possible changes in such rating or to bring any such changes to the attention of the Bondholders.

### CONTINUING DISCLOSURE

The County Commission has agreed to execute and deliver contemporaneously with the issuance of the Series 2025 Bonds a Continuing Disclosure Certificate (the “Continuing Disclosure Undertaking”) to undertake for the benefit of the Registered Owners of the Series 2025 Bonds to provide certain financial information (the “Annual Financial Information”) not later than the last day of the fiscal year immediately following the end of the County Commission’s fiscal year (presently ending June 30), commencing for the fiscal year ending June 30, 2025, to the Electronic Municipal Markets Access System (“EMMA”) and to provide notice of the occurrence of the enumerated events to EMMA as required by Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission (the “Rule”). See “APPENDIX F – FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein. The Annual Financial Information and each notice of Enumerated Events will be filed electronically by the County Commission, as dissemination agent, with EMMA.

This continuing disclosure obligation is being undertaken by the County Commission to assist the Underwriter in complying with the Rule. The County Commission has agreed to give notice in a timely manner to EMMA of any failure to supply the requested information. However, any such failure will not constitute a default under the terms of the Series 2025 Bonds or the Resolution. Under the Continuing Disclosure Undertaking, a Bondholder’s sole remedy for such failure is to seek an order for specific performance. Registered Owners may contact the County Commission’s County Administrator at Jefferson County Courthouse, 100 E. Washington Street, Charles Town, West Virginia 25414 for more information.

**The Issuer’s financial condition is not material to an investment in the Series 2025 Bonds and, accordingly, the Issuer’s financial condition is not being provided. The Issuer will not provide continuing disclosure with respect to the Series 2025 Bonds.**

The County Commission has not been subject to any continuing disclosure undertakings in the previous five (5) years.

### MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to all such documents for full and complete statements of all matters of fact relating to the Series 2025 Bonds, the security for the payment of the Series 2025 Bonds and the rights of the registered owners thereof. The information contained in this Official Statement has been compiled from official and other sources deemed to be reliable, and, while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the County Commission since the date hereof.

Copies of the Ordinance, the Indenture, the Lease, the Deed of Trust, the Act, the Continuing Disclosure Undertaking and other applicable documents may be obtained from the Issuer at the following address:

Jefferson County Building Commission  
Attention: Chair  
c/o County Administrator  
Jefferson County Courthouse  
100 E. Washington Street  
Charles Town, West Virginia 25414

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer and the County Commission since the date hereof.

*[Remainder of page intentionally left blank.]*

The delivery and use of this Official Statement has been authorized by the Issuer and the County Commission.

JEFFERSON COUNTY BUILDING COMMISSION

By: \_\_\_\_\_  
Chair

THE COUNTY COMMISSION OF JEFFERSON  
COUNTY

By: \_\_\_\_\_  
President

## APPENDIX A

### **ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING JEFFERSON COUNTY, WEST VIRGINIA**

Jefferson County is the easternmost county of West Virginia, bounded by the Potomac River and Maryland on the north; the Blue Ridge Mountains and Loudoun County, Virginia, on the east; Clarke County, Virginia, on the south; and Berkeley County on the west. It occupies 212.4 square miles. Its municipalities include Charles Town, the county seat (established in 1789 by George Washington's brother, Charles); Ranson (1910); Harpers Ferry (1851); Bolivar (1825); and Shepherdstown (1762). Jefferson County was established from a portion of Berkeley County by the Virginia General Assembly on October 26, 1801. It was named for Thomas Jefferson.

For most of its history, Jefferson County's economy has been primarily agricultural, producing grain and other crops in the 18th and 19th centuries and orchard fruit in the late 19th and early 20th centuries. Limestone quarrying has also been important. Deposits of iron ore spurred the development of an iron industry along the Shenandoah River as early as 1742, and at Friend's Orebank along the Potomac east of Bakerton in the 1760s. Friend's Orebank operated for a century and a half, until World War I.

Jefferson County's economy, particularly its growing industrial base, was hurt by the Civil War. The Harpers Ferry armory was not reopened after the war, and part of its facilities were used to establish an educational institution for African-Americans, Storer College, in 1869. Shepherd Normal School, established in Shepherdstown in 1871, later became Shepherd College (now University).

Jefferson County's population grew slowly from the end of the Civil War until World War II, to nearly 16,000. Agriculture remained the major source of revenue, with corn and wheat being the major crops. The orchard industry was introduced in the 1880s, and many dairy farms were established in the 1920s and 1930s. During the 1980s and 1990s, the number of farms declined, partly because of the decreased profitability of farming and partly because of the pressure exerted by residential development. By the year 2000, raising beef cattle and horse breeding were the most promising areas for agricultural growth. With the opening of the Charles Town Racetrack in 1933, Jefferson County became the first track in the state to offer parimutuel betting. The racetrack is still one of the major employers in the area.

Like much of the neighboring area, Jefferson County began to grow more rapidly in the 1970s. Between 1970 and 2000, the number of residents increased from 21,280 to 42,190. During this period, the county experienced much residential growth without a proportionate increase in its business and industrial base, as the majority of its people commuted outside of the county to work. The county is part of the metropolitan Washington area.

As it enters the 21st century, Jefferson County faces the challenge of balancing population growth with the need to preserve the environmental and historic resources that attract people to the area.

<b>People &amp; Income Overview (By Place of Residence)</b>	<b>Value</b>	<b>Rank in U.S.</b>	<b>Industry Overview, 2023 (By Place of Work)</b>	<b>Value</b>	<b>Rank in U.S.</b>
Population (2024)	61,264	<a href="#">886</a>	Covered Employment	16,191	<a href="#">1,061</a>
Growth (%) since 2020 Census	6.2%	<a href="#">375</a>	Avg Wage per Job	\$59,442	<a href="#">531</a>
Households (2023)	21,978	<a href="#">924</a>	Manufacturing - % All Jobs in County	3.9%	<a href="#">2,305</a>
Labor Force (persons) (Ann. Avg. 2024)	31,787	<a href="#">799</a>	Avg Wage per Job	\$56,446	<a href="#">1,759</a>
Unemployment Rate (Ann. Avg. 2024)	2.7	<a href="#">2,755</a>	Transportation & Warehousing - % All Jobs in County	1.6%	<a href="#">2,029</a>
Per Capita Personal Income (2023)	\$66,514	<a href="#">614</a>	Avg Wage per Job	\$55,933	<a href="#">1,613</a>
Median Household Income (2023)	\$92,747	<a href="#">209</a>	Health Care, Social Assist. - % All Jobs in County	8.3%	<a href="#">1,777</a>
Poverty Rate (2023)	9.0	<a href="#">2,732</a>	Avg Wage per Job	\$87,190	<a href="#">40</a>
High School Diploma or More - % of Adults 25+ (2023)	90.0%	<a href="#">1,529</a>	Finance and Insurance - % All Jobs in County	2.6%	<a href="#">978</a>
Bachelor's Degree or More - % of Adults 25+ (2023)	33.7%	<a href="#">488</a>	Avg Wage per Job	\$77,225	<a href="#">708</a>

## Demographics

Population over Time	Number	Rank in U.S.	Percent of West Virginia	West Virginia
2024	61,264	<a href="#">886</a>	3.5%	1,769,979
2020	57,701	<a href="#">907</a>	3.2%	1,793,716
2010	53,498	<a href="#">929</a>	2.9%	1,852,994
2000	42,190	<a href="#">1,054</a>	2.3%	1,808,344
1990	35,926	<a href="#">1,101</a>	2.0%	1,793,477
2010 to 2020 % Change	7.9%	<a href="#">563</a>		-3.2%
2000 to 2020 % Change	36.8%	<a href="#">259</a>		-0.8%
1990 to 2020 % Change	60.6%	<a href="#">378</a>		0.0%

Source: U.S. Census Bureau

Components of Population Change (1-year change ending in 2024)	Number	Rank in U.S.	Percent of West Virginia	West Virginia
Net Domestic Migration	1,368	<a href="#">185</a>	30.3%	4,520
Net International Migration	169	<a href="#">838</a>	5.9%	2,841
Natural Increase (births minus deaths)	-8	<a href="#">1,215</a>	0.1%	-7,844
Births	572	<a href="#">930</a>	3.4%	16,680
Deaths	580	<a href="#">1,015</a>	2.4%	24,524

Source: U.S. Census Bureau

<b>Population Estimates by Age in 2023</b>	<b>Number</b>	<b>Rank in U.S.</b>	<b>Pct Dist.</b>	<b>Pct in U.S.</b>	<b>Dist.</b>
Preschool (0 to 4)	2,934	<a href="#">956</a>	5.0%	5.7%	
School Age (5 to 17)	9,639	<a href="#">888</a>	16.5%	16.5%	
College Age (18 to 24)	4,935	<a href="#">915</a>	8.4%	9.1%	
Young Adult (25 to 44)	14,461	<a href="#">877</a>	24.7%	26.8%	
Older Adult (45 to 64)	16,646	<a href="#">828</a>	28.4%	25.1%	
Older (65 plus)	9,931	<a href="#">966</a>	17.0%	16.8%	
Median Age	41.0	<a href="#">1,696</a>		Median Age = 38.7	

Sources: U.S. Census Bureau; Median age calculated by the IBRC.

<b>Population Estimates by Race and Hispanic Origin in 2023</b>	<b>Number</b>	<b>Rank in U.S.</b>	<b>Pct Dist.</b>	<b>Pct Dist. in U.S.</b>
American Ind. or Alaskan Native Alone	134	<a href="#">1,391</a>	0.2%	0.9%
Asian Alone	849	<a href="#">766</a>	1.5%	5.8%
Black Alone	3,113	<a href="#">1,005</a>	5.3%	12.4%
Native Hawaiian and Other Pac. Isl. Alone	8	<a href="#">1,361</a>	0.0%	0.2%
White Alone	48,075	<a href="#">873</a>	82.1%	63.4%
Two or More Race Groups	5,254	<a href="#">744</a>	9.0%	10.7%
<b><i>Hispanic or Latino (can be of any race)</i></b>				
Non-Hispanic or Latino	54,184	<a href="#">886</a>	92.5%	81.0%
Hispanic or Latino	4,362	<a href="#">935</a>	7.5%	19.0%

Sources: U.S. Census Bureau

Hispanic or Latino Population in 2023 (can be of any race)	Number	Rank in U.S.	Pct Dist.	Pct Dist. in U.S.
Hispanic	4,362	<a href="#">935</a>	100%	100%
Mexican	1,613	<a href="#">1,156</a>	37.0%	59.3%
Cuban	112	<a href="#">782</a>	2.6%	3.9%
Puerto Rican	750	<a href="#">574</a>	17.2%	9.4%
Other	1,887	<a href="#">635</a>	43.3%	27.4%
White, Not Hispanic (reporting white alone)	47,080	<a href="#">856</a>	N/A	N/A

Source: U.S. Census Bureau, American Community Survey, 5-Year Estimates

## Education

Educational Attainment in 2023	Number	Percent of Population 25+	Rank in U.S.	U.S. % of Population 25+
Total Population 25 and Older	41,038	100%	N/A	100%
Less than 9th Grade	1,169	2.8%	<a href="#">1,895</a>	4.7%
9th to 12th, No Diploma	2,938	7.2%	<a href="#">1,305</a>	5.9%
High School Graduate (includes equiv.)	11,693	28.5%	<a href="#">2,390</a>	26.2%
Some College, No Degree	8,155	19.9%	<a href="#">1,950</a>	19.4%
Associate Degree	3,243	7.9%	<a href="#">2,303</a>	8.8%
Bachelor's Degree	8,646	21.1%	<a href="#">530</a>	21.3%
Graduate, Professional or Doctorate Degree	5,194	12.7%	<a href="#">488</a>	13.7%

Source: U.S. Census Bureau, American Community Survey, 5-Year Estimates

## Income & Poverty

Median Income	Number	Rank in U.S.	Percent of U.S.
Median Household Income in 2023	\$92,747	<a href="#">209</a>	119.3%
Median Household Income in 2000	\$45,039	<a href="#">418</a>	107.3%
Percent Change 2000 to 2023	105.9%	<a href="#">235</a>	

Source: U.S. Census Bureau

Per Capita Personal Income (PCPI)	Number	Rank in U.S.	Percent of U.S.
2023	\$66,514	<a href="#">614</a>	95.3%
2013	\$43,689	<a href="#">692</a>	98.4%
2003	\$29,891	<a href="#">628</a>	91.5%
1993	\$19,237	<a href="#">748</a>	88.5%
10-Year % Change	52.2%	<a href="#">37</a>	
20-Year % Change	122.5%	<a href="#">87</a>	
30-Year % Change	245.8%	<a href="#">287</a>	

Source: U.S. Bureau of Economic Analysis

<b>Personal Income in 2023 (\$000)</b>	<b>Number</b>	<b>5-Year % Change (adj*)</b>	<b>Rank in U.S.</b>
<b>Total Earnings by Place of Work</b>	\$1,497,199	34.7%	<a href="#">1,066</a>
Minus: Contributions for Government Social Insurance	\$190,768	35.9%	<a href="#">943</a>
Personal Contributions for Government Social Insurance	\$106,230	38.8%	<a href="#">817</a>
Employer Contributions for Government Social Insurance	\$84,538	32.4%	<a href="#">1,138</a>
Plus: Adjustment for Residence	\$1,253,639	37.7%	<a href="#">1,017</a>
<b>Equals: Net Earnings by Place of Residence</b>	\$2,560,070	36.1%	<a href="#">891</a>
Plus: Dividends, Rent, Interest	\$686,378	44.6%	<a href="#">469</a>
Plus: Transfer Payments	\$730,204	43.6%	<a href="#">1,102</a>
<b>Equals: Personal Income by Place of Residence</b>	\$3,976,652	38.8%	<a href="#">765</a>

Source: U.S. Bureau of Economic Analysis

<b>Poverty Estimates</b>	<b>Number</b>	<b>Rank in U.S.</b>	<b>Percent Change</b>	<b>Rank in U.S.</b>
Poverty Rate in 2023	9.0	<a href="#">2,732</a>	--	--
In 2000	8.8	<a href="#">2,481</a>	2.3%	<a href="#">2,119</a>
Poverty Rate for Children under 18 in 2023	10.0	<a href="#">2,807</a>	--	--
In 2000	12.3	<a href="#">2,442</a>	-18.7%	<a href="#">2,740</a>

Source: U.S. Census Bureau

## Jobs & Wages (BLS)

Annual Covered Employment and Wages Over Time (NAICS)	Establishments	Jobs	Average Wage Per Job	Rank in U.S.	Pct of U.S. Avg Wage
2023	1,916	16,191	\$59,442	<a href="#">531</a>	82.1%
2022	1,404	15,209	\$55,344	<a href="#">641</a>	79.1%
2021	1,259	14,887	\$53,969	<a href="#">534</a>	79.8%
2020	1,183	14,215	\$51,904	<a href="#">549</a>	81.1%
2019	1,164	15,660	\$46,952	<a href="#">690</a>	79.3%
2018	1,157	15,520	\$45,447	<a href="#">704</a>	79.4%
2017	1,102	15,448	\$42,688	<a href="#">838</a>	77.1%
2016	1,066	15,612	\$41,730	<a href="#">796</a>	77.8%
2015	1,080	15,340	\$40,376	<a href="#">940</a>	76.3%
2014	1,062	14,839	\$37,200	<a href="#">1,309</a>	72.4%
2013	1,037	15,029	\$35,556	<a href="#">1,407</a>	71.4%
10-Year Change	879	1,162	\$23,886		
10-Year Percent Change	84.8%	7.7%	67.2%		

Source: U.S. Bureau of Labor Statistics (BLS)

<b>Annual Industry Distribution of Jobs and Avg. Wage in 2023 (NAICS)</b>	<b>Establishments</b>	<b>Jobs</b>	<b>Pct. Dist.</b>	<b>Annual Average Wage Per Job</b>	<b>Rank in U.S.</b>
Total	1,916	16,191	100.0%	\$59,442	<a href="#">531</a>
Agriculture, Forestry, Fishing and Hunting	18	0	0.0%	\$0	<a href="#">1,739</a>
Mining	3	0	0.0%	\$0	<a href="#">1,180</a>
Utilities	6	27	0.2%	\$70,547	<a href="#">1,441</a>
Construction	121	533	3.3%	\$60,335	<a href="#">1,414</a>
Manufacturing	46	627	3.9%	\$56,446	<a href="#">1,759</a>
Wholesale Trade	74	354	2.2%	\$73,670	<a href="#">837</a>
Retail Trade	170	1,960	12.1%	\$32,185	<a href="#">1,625</a>
Transportation & Warehousing	29	252	1.6%	\$55,933	<a href="#">1,613</a>
Information	73	139	0.9%	\$94,656	<a href="#">267</a>
Finance and Insurance	94	421	2.6%	\$77,225	<a href="#">708</a>
Real Estate and Rental and Leasing	85	206	1.3%	\$49,260	<a href="#">1,004</a>
Professional, Scientific, and Technical Services	440	951	5.9%	\$92,784	<a href="#">365</a>
Management of Companies and Enterprises	8	22	0.1%	\$119,586	<a href="#">378</a>
Admin. & Support & Waste Mgt. & Rem. Services	151	710	4.4%	\$53,437	<a href="#">539</a>
Educational Services	72	2,306	14.2%	\$54,482	<a href="#">434</a>
Health Care and Social Services	187	1,337	8.3%	\$87,190	<a href="#">40</a>
Arts, Entertainment, and Recreation	34	477	2.9%	\$50,419	<a href="#">149</a>
Accommodation and Food Services	148	3,221	19.9%	\$29,613	<a href="#">251</a>

Other Services (Except Public Administration)	108	480	3.0%	\$44,793	<a href="#">706</a>
Public Administration	45	2,030	12.5%	\$105,579	<a href="#">47</a>
Unallocated	8	8	0.0%	\$82,131	<a href="#">153</a>

Source: U.S. Bureau of Labor Statistics (BLS)  
Note: Average wage may not match published numbers due to rounding.

## Labor Force

Labor Force Annual Averages in Ann. Avg. 2024	Number	Rank in U.S.	% of West Virginia	West Virginia
Total Labor Force	31,787	<a href="#">799</a>	4.0%	786,866
5-Year % Change	4.2%	<a href="#">990</a>	--	0.0%
10-Year % Change	17.0%	<a href="#">341</a>	--	-1.3%
Employed	30,917	<a href="#">795</a>	4.1%	754,828
5-Year % Change	4.7%	<a href="#">912</a>	--	0.3%
10-Year % Change	19.3%	<a href="#">382</a>	--	1.2%
Unemployed	870	<a href="#">1,033</a>	2.7%	32,038
5-Year % Change	-9.1%	<a href="#">2,218</a>	--	-18.2%
10-Year % Change	-30.0%	<a href="#">1,237</a>	--	-38.2%
Unemployment Rate	2.7	<a href="#">2,755</a>	65.9%	4.1
5-Year % Change	-12.9%	<a href="#">2,437</a>	--	-16.3%
10-Year % Change	-41.3%	<a href="#">2,084</a>	--	-36.9%

Source: U.S. Bureau of Labor Statistics

## Living Arrangements

Households in 2023	Number	Rank in U.S.	Pct. Dist.	Pct. Dist. in U.S.
Total Households	21,978	<a href="#">924</a>	100%	100%
Family Households	15,101	<a href="#">894</a>	68.7%	64.5%
Married with Children	4,373	<a href="#">824</a>	19.9%	18.1%
Married without Children	7,275	<a href="#">908</a>	33.1%	29.1%
Single Parents	1,568	<a href="#">1,044</a>	7.1%	8.5%
Other	1,885	<a href="#">871</a>	8.6%	8.8%
Non-Family Households	6,877	<a href="#">973</a>	31.3%	35.5%
Living Alone	5,452	<a href="#">1,007</a>	24.8%	28.5%
Average Household Size	2.6	<a href="#">433</a>		

Source: U.S. Census Bureau

Housing Units in 2023	Number	Rank in U.S.	Pct. Dist.	Pct. Dist. in U.S.
Total Housing Units (ACS estimate)	24,276	<a href="#">967</a>	100%	100%
Occupied	21,978	<a href="#">924</a>	90.5%	89.6%
Owner Occupied	17,416	<a href="#">862</a>	71.7%	58.2%
Renter Occupied	4,562	<a href="#">1,090</a>	18.8%	31.3%
Vacant	2,298	<a href="#">1,313</a>	9.5%	10.4%
For Seasonal or Recreational Use	712	<a href="#">1,052</a>	2.9%	3.4%

Source: U.S. Census Bureau

<b>Residential Building Permits in 2023</b>	<b>Units</b>	<b>Pct Dist.</b>	<b>Pct Dist. in U.S.</b>	<b>Cost (\$000)</b>
Total Permits Filed	1,007	100%	100%	\$161,072
Single Family	557	55.3%	60.9%	\$146,072
Two Family	0	0.0%	2.3%	\$0
Three and Four Family	0	0.0%	1.4%	\$0
Five Families and More	450	44.7%	35.5%	\$14,999

Source: U.S. Census Bureau

**APPENDIX B**

**AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024 FOR  
THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA**

**APPENDIX C**

**FORMS OF PRINCIPAL DOCUMENTS**

## APPENDIX D

### BOOK-ENTRY ONLY SYSTEM

The information in this Appendix has been obtained from sources that the County Commission, the Issuer and the Underwriter believe to be reliable, but none of the County Commission, the Issuer or the Underwriter takes any responsibility for the accuracy thereof.

#### **The Depository Trust Company**

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2025 Bond certificate will be issued for each maturity of the Series 2025 Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2025 Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

4. To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be

requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2025 Bonds documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County Commission as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and detail information from the County Commission or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the County Commission, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of County Commission or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Series 2025 Bonds purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Series 2025 Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2025 Bonds, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Series 2025 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2025 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2025 Bonds certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bonds certificates will be printed and delivered to DTC.

**APPENDIX E**

**FORM OF OPINION OF BOND COUNSEL**

## APPENDIX F

### FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Certificate”) is made by The County Commission of Jefferson County (the “County Commission”) on this \_\_\_ day of June, 2025, pursuant to an Ordinance enacted by the County Commission on \_\_\_\_\_, 2025, and as supplemented by a Supplemental Resolution adopted by the County Commission on \_\_\_\_\_, 2025 (collectively, the “County Commission Ordinance”), in connection with the issuance by the Jefferson County Building Commission (the “Issuer”) of its \$ \_\_\_\_\_ Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project), Series 2025 (the “Bonds”), pursuant to an Ordinance enacted by the Issuer on \_\_\_\_\_, 2025, as supplemented by a Supplemental Parameters Resolution adopted by the Issuer on \_\_\_\_\_, 2025, and a Certificate of Determinations dated June \_\_, 2025 executed by the Chairman of the Issuer (collectively, the “Ordinance”) and a Bond Indenture and Security Agreement dated as \_\_\_\_\_, 2025 (the “Indenture”), between the Issuer and United Bank, as trustee (the “Trustee”). The Bonds were sold on \_\_\_\_\_, 2025 to Carty, Harding and Hearn, Inc. (the “Underwriter”). The parties agree as follows:

SECTION 1. Purpose of Certificate. This Certificate is being executed and delivered by the County Commission for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Underwriter in complying with SEC Rule 15c2-12.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County Commission pursuant to, and described in, Sections 3 and 4 of this Certificate.

“Audited Financial Statements” shall mean any financial statements with respect to the County Commission provided by the County Commission that have been prepared in accordance with United States generally accepted accounting principles, consistently applied and audited by a nationally recognized accounting firm. Audited Financial Statements, for purposes of this definition, shall also be deemed to mean any special purpose financial statements, audited by such auditor as shall then be required or permitted by State law, that are prepared specifically for the Bonds; provided, that such special purpose financial statements shall be prepared in accordance with United States generally accepted auditing standards.

“Beneficial Owner” or “Holder” shall mean any person that (a) has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Disclosure Representative” shall mean the then current County Administrator of the County Commission.

“Dissemination Agent” shall initially mean the County Commission, or any later appointed Dissemination Agent or any successor Dissemination Agent designated in writing by the County Commission and which has filed with the County Commission a written acceptance of such designation.

“EMMA” means the Electronic Municipal Market Access system described in the 1934 Act Release No. 59062 and maintained by the MSRB at <http://emma.msrb.org/>, which serves as the sole nationally recognized municipal securities information repository under the Rule.

“Financial Obligation” means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“Operating Data” shall mean the information regarding the County Commission for the most recent fiscal year, as well as the four (4) immediately prior fiscal years, as reflected in the “Form of Filing of Operating Data” attached hereto as Exhibit B. The County Commission may amend and/or modify the Form of Filing of Operating Data one or more times prior to the maturity of the Bonds if such amendment or modification, in the reasonable opinion of the County Commission, at its sole discretion, provides either more information, or additional clarity with respect to information being provided, regarding the County Commission.

“Underwriter” shall mean the original underwriter of the Bonds, Carty, Harding and Hearn, Inc., who is required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission, and any successor thereto.

“State” shall mean the State of West Virginia.

### SECTION 3. Provision of Annual Reports.

(a) The County Commission shall, or shall cause the Dissemination Agent to, not later than the last day of the fiscal year (presently June 30) immediately following the end of the County Commission’s fiscal year (presently June 30) for which disclosure is due (the “Due Date”), commencing with the Fiscal Year ending June 30, 2025, file with the MSRB, in an electronic format (by transmission to EMMA) and accompanied by identifying information as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Certificate; provided, however, that the Audited Financial Statements of the County Commission may be submitted separately from the balance of the Annual Report.

(b) Not later than thirty (30) Business Days prior to the Due Date, the County Commission shall provide the Annual Report to the Dissemination Agent. If by the Due Date the Dissemination Agent has not received all, or any portion of, the Annual Report, the Dissemination Agent shall contact the County Commission to determine if the County Commission is in compliance with the first sentence of this subsection (b). If the Dissemination Agent is unable to provide to EMMA all, or any portion of, the Annual Report by the date required in subsection (a), the Dissemination Agent shall (i) file with EMMA any portion of the Annual Report which the County Commission has provided, and (ii) send a notice to EMMA in substantially the form attached as Exhibit A.

(c) If the County Commission is unable to file the Annual Report with the MSRB, in an electronic format (by transmission to EMMA) by the date required in subsection (a), the County Commission, or the Dissemination Agent if other than the County Commission, shall file a notice on EMMA in substantially the form attached hereto as Exhibit A.

(d) The Dissemination Agent (if other than the County Commission) shall file a report with the County Commission certifying that the Annual Report has been filed with the MSRB, in an electronic format (by transmission to EMMA) pursuant to this Certificate and the date provided.

(e) All documents filed on EMMA shall be provided in a searchable, electronic format and shall be accompanied by identifying information as prescribed by the SEC and MSRB.

(f) The County Commission shall promptly file written notice of any change in its Fiscal Year with the MSRB.

#### SECTION 4. Content of Annual Report.

(a) The County Commission's Annual Report shall contain or include by reference the following information:

(i) The County Commission's Audited Financial Statements for the preceding Fiscal Year if available on the due date set forth herein, and if not then available, unaudited financial statements with the County Commission's Audited Financial Statements to be provided promptly upon becoming available and in any event no later than thirty (30) days after receipt thereof from the County Commission's auditors; and

(ii) Operating Data of the County Commission for such preceding Fiscal Year, prepared from the records of the County Commission, specifically and in the form attached as Exhibit B hereto, consisting of updates to the tables set forth therein.

(b) Any or all of the items listed in subsection (a) may be included by specific reference to other documents, including official statements of debt issues of the County Commission which have been submitted to the MSRB or the SEC. If the document included by reference is a final official statement, it must be available from the MSRB. The County Commission shall clearly identify each such other document so included by reference.

(c) If any information described in Section 4(a) above can no longer be generated because the operations to which such information relates have been materially changed or discontinued, a statement to that effect shall satisfy the obligations of the County Commission under this Section 4; provided, however, that the County Commission shall, to the greatest extent feasible, provide in lieu thereof similar information with respect to any substitute or replacement operations.

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County Commission shall give, or cause to be given, notice of the occurrence of any of the following events, if applicable, with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the County Commission<sup>2</sup>;
13. The consummation of a merger, consolidation or acquisition involving the County Commission, or the sale of all or substantially all of the assets of the County Commission, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its term, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the County Commission, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County Commission, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation of the County Commission, any of which reflect financial difficulties.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of

<sup>2</sup> For the purposes of the event identified in Section 5(a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County Commission in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County Commission, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County Commission.

the event, and request that the County Commission promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f).

(c) Whenever the County Commission obtains knowledge of the occurrence of a Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the County Commission shall as soon as possible determine if such event would be material under applicable federal securities laws, in any event such determination must be made and submitted to the Dissemination Agent within two (2) business days.

(d) If the County Commission determines that knowledge of the occurrence of any of the Listed Events, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), would be material under applicable federal securities laws pursuant to subsection (b) or the County Commission received notice of any Listed Event that does not require a finding of materiality classified under Section 5(a) (1), (3), (4), (5), (6), (9), (11), (12) or (16), the County Commission shall promptly file with the Dissemination Agent a notice of such occurrence to be provided to EMMA.

(e) If in response to a request under subsection (b), the County Commission determines that the Listed Event, classified under Section 5(a) (2), (7), (8), (10), (13), (14) or (15), would not be material under applicable federal securities laws, the County Commission shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the County Commission to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with EMMA with a copy to the County Commission. The Dissemination Agent will exercise its best efforts to file such notice with EMMA within ten (10) business days of the occurrence of such Listed Event.

**SECTION 6. Termination of Reporting Obligation.** The County Commission's obligations under this Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the County Commission shall give notice of such termination in the same manner as for any of the Listed Events under Section 5(a).

**SECTION 7. Dissemination Agent.** The County Commission may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist it in carrying out its obligations under this Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County Commission pursuant to this Certificate. The initial Dissemination Agent shall be the County Commission.

**SECTION 8. Amendment, Waiver.** Notwithstanding any other provision of this Certificate, the County Commission may amend this Certificate and any provision of this Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) of this Certificate, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County Commission or other obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or modified, or taking into account any such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders or (ii) does not, in the opinion of a nationally recognized bond counsel impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Certificate, the County Commission shall describe such amendment in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver.

SECTION 9. Additional Information. Nothing in this Certificate shall be deemed to prevent the County Commission from disseminating any other information, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of any of the Listed Events, in addition to that which is required by this Certificate. If the County Commission chooses to include any information in any Annual Report or notice of occurrence of any of the Listed Events in addition to that which is specifically required by this Certificate, the County Commission shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of any of the Listed Events.

SECTION 10. Default. In the event of a failure of the County Commission or Dissemination Agent to comply with any provision of this Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County Commission or Dissemination Agent to comply with its obligations under this Certificate. A default under this Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Certificate in the event of any failure of the County Commission or Dissemination Agent to comply with this Certificate shall be an action to compel performance.

SECTION 11. Applicable Law. This Certificate shall be construed under the laws of the State, without reference to the choice of law principles thereof.

SECTION 12. Notices. Any notices or communications to the County Commission pursuant to this Certificate may be given as follows:

To the County Commission:	The County Commission of Jefferson County Jefferson County Courthouse 100 E. Washington Street Charles Town, West Virginia 25414 Attention: County Administrator
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SECTION 13. Beneficiaries. This Certificate shall inure solely to the benefit of the County Commission, the Dissemination Agent, the Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

[Remainder of this page intentionally left blank; signature page follows.]

IN WITNESS THEREOF, the County Commission has caused this Certificate to be executed by its duly authorized representative as of the date first written above.

THE COUNTY COMMISSION OF JEFFERSON  
COUNTY

\_\_\_\_\_  
By: Authorized Representative

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of County Commission: Jefferson County Building Commission

Name of Issue: \$\_\_\_\_\_ Lease Revenue Bonds (Jefferson County Government and  
Judicial Complex Project), Series 2025

Date of Issuance: \_\_\_\_\_, 2025

Notice is hereby given that the County Commission has not provided all [or a portion of] the Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate executed in connection with the above-referenced bond issue. [The portion of the Annual Report which the County Commission has not provided is \_\_\_\_\_.] The County Commission anticipates that the Annual Report, [or remaining Annual Report,] will be filed by \_\_\_\_\_.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

THE COUNTY COMMISSION OF JEFFERSON  
COUNTY

\_\_\_\_\_  
By: Authorized Representative

EXHIBIT B  
FORM OF FILING OF OPERATING DATA

[N/A]

**APPENDIX G**

**SPECIMEN MUNICIPAL BOND INSURANCE POLICY**

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



Name: **Matthew Harvey**

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

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **June 5, 2025**

*If a specific date is needed, please provide reason for specific date:* **This date is needed due to the candidate's start date.**

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

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

**The Prosecuting Attorney's office seeks to hire an Assistant Prosecuting Attorney. This is a full time exempt position with a salary of \$128,000.00 annually. Qualified candidate, Timothy Helman, has already been identified and can start on June 9, 2025.**

Is this a funding request? **No**

If so, how much? \$

Provide exact financial impact/request: **This is filling an empty/needed position and will not affect the Prosecuting Attorney's office from being under budget for this year and the following year.**

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

**The Commission approves the hiring of Timothy Helman as a full time exempt Assistant Prosecuting Attorney at a salary of \$128,000.00 to begin working on June 9, 2025.**

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



Name: **Matthew Harvey**

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

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **June 5, 2025**

*If a specific date is needed, please provide reason for specific date:* **This date is needed due to the candidate's start date.**

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

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

**The Prosecuting Attorney's office seeks to hire a part time legal summer intern. Qualified candidate, Michael Hellstern, has already been identified and can start on June 9, 2025.**

Is this a funding request? **No**

If so, how much? \$

Provide exact financial impact/request: **This is a budget neutral position for a 10 week term planning on a maximum of a 35 hour work week. If total requested amount is needed, it would be \$7,000.**

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

**The Commission approves the hiring of Michael Hellstern as a part time legal summer intern at a rate of \$20.00 per hour with a cap of 35 hours per week to begin working on June 9, 2025.**

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

PRESIDENT  
*Pasha Majdi*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

COMMISSIONER  
*Mike Mood*

To: Commissioner Pasha Majdi  
Commissioner Jack Hefestay  
Commissioner Cara Keys  
Commissioner Steve Stolipher  
Commissioner Mike Mood

From: David Bound

Date: June 05, 2025

Re: Fiscal Note: Prosecutor's Office Summer Intern Request  
Assistant Prosecuting Attorney Hiring Request

- 
- The Prosecuting Attorney's Office is requesting to hire a Summer intern M. Hellstern.

Wages	\$7,000
Budgeted amount FY26	<u>\$29,000</u>
Savings	\$ 22,000
  - The Prosecuting Attorney's Office has found a qualified candidate and is requesting to hire an Assistant Prosecuting Attorney, Timothy Helman with a budget neutral salary.

Salary	\$128,000
FY26 Budgeted Salary	\$128,000

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



Name: **Nikki Painter**

Department or Organization: **County Clerk**

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

Date Requested – 1<sup>st</sup> Choice: **June 5, 2025**

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

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

Subject (*Wording to be placed on agenda*): **Approval of Depository Bonds for Fiscal Year 2026**

Please provide the County Commission with a description of your request or presentation, including any background information:  
**The depository bonds have been adjusted to the levels recommended in a letter from the Sheriff's Tax Office.**

**Depository bonds are required to ensure the safekeeping of public funds deposited in banks protecting funds from loss due to bank failure or other issues.**

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

If so, how much?

Provide exact financial impact/request:

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

**To approve the Depository Bonds for fiscal year 2026 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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION



# Office of Sheriff and Treasurer of Jefferson County

Law Enforcement Office  
102 Industrial Blvd.  
Kearneysville, WV 25430  
304-728-3205  
Fax 304-728-3299

Tax Office  
PO Box 9  
Charles Town, WV 25414  
304-728-3220  
Fax 304-728-4034

Animal Control Office  
161 Poor Farm Road  
Kearneysville, WV 25430  
304-728-3289  
Fax 304-728-4889

March 14, 2025

To: County Commission  
County Clerk  
Prosecuting Attorney

From: Sheriff Hansen

Subject: Bank Securities/Bonding – County Bank Accounts

The following is an overview of the various County Bank Accounts which hold County Monies and the Securities/Bonding for each of these accounts:

Bank of Charles Town	Account balance of \$24,647,996.39 as of 2/28/25. <b>(\$25,000,000.00 in pledged securities.)</b>
Jefferson Security Bank	Account balance of \$264,945.21 as of 2/28/25. <b>(\$300,000.00 in pledged securities.)</b>
United National Bank	Account balance of \$4,108,790.76 as of 2/28/25. <b>(\$5,500,000.00 in pledged securities, all other amounts are covered by FDIC)</b>
Truist	Account balance of \$12,313,287.77 as of 2/28/25. <b>(\$13,500,000.00 in pledged securities.)</b>

**It is my recommendation that the pledged securities with Truist be decreased to \$12,500,000.00.**

**In accordance with the memorandum dated September 28, 2006 concerning bonding of depositories, the Chief Tax Deputy will continue to monitor all accounts on a monthly basis to assure that each account is sufficiently collateralized. Should it be determined that adjustments in securities on respective accounts are needed, the banking institution will be contacted for this purpose.**

R E S O L U T I O N

"Resolved that this bank do execute and deliver to the County Commission of Jefferson County, Charles Town, West Virginia, a bond in the penalty of \$25,000,000.00 as depository of public moneys, under the provisions of Chapter 18, Article 9, Section 6, Official Code of West Virginia, and that said bond be secured by an Irrevocable Standby Letter of Credit number TBD / Copy of Letter of Credit to be provided for \$25,000,000.00 to cover all County Commission of Jefferson County, Charles Town, West Virginia deposits. This Irrevocable Standby Letter of Credit is issued by the Federal Home Loan Bank of Pittsburgh, PA in favor of the County Commission of Jefferson County, Charles Town, West Virginia.

The draft of the said bond has been read and submitted to the Board at this meeting be and the same is hereby approved, and the Executive Vice President be and he/she is hereby authorized and directed to execute said bond, in the corporate name, and under the corporate seal of this bank, and the Executive Vice President of this bank be and he/she is hereby authorized and directed to execute the Letter of Credit with the Federal Home Loan bank of Pittsburgh, PA as described above, and to file with the Treasurer of the said County Commission of Jefferson County, West Virginia the said bond of this bank to become effective July 1, 2025 and to expire on June 30, 2026, subject to the approval of and acceptance by said County Commission of Jefferson County, Charles Town, West Virginia.

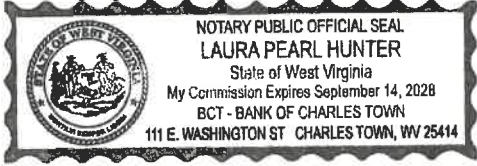
I certify the foregoing to be an exact copy of a resolution unanimously passed and adopted at the regular meeting of the Board of Directors of Bank of Charles Town, held on April 15th, 2025 at which a quorum was present and acting throughout.

  
\_\_\_\_\_  
Secretary

State of West Virginia

County of Jefferson, to-wit:

The foregoing instrument was acknowledged before me this 15th day of April 2025 by Shane Bell, Secretary of Bank of Charles Town, a West Virginia Corporation, on behalf of the corporation.



  
\_\_\_\_\_  
Laura Pearl Hunter  
Notary Public

My commission expires:

September 14, 2028

BOND OF BANK OF CHARLES TOWN  
AS  
DEPOSITORY OF PUBLIC MONEYS

KNOW ALL MEN BY THE PRESENTS,

That the undersigned Bank of Charles Town, a banking institution incorporated under the laws of the State of West Virginia and doing business at Charles Town, Jefferson County, West Virginia, is held and firmly bound unto County Commission of Jefferson County, Charles Town, West Virginia, in the sum of Twenty Five Million Dollars (\$25,000,000.00) for the payment of which well and truly to be made, the said Bank of Charles Town binds itself and its successors firmly by these presents.

IN WITNESS, WHEREOF the said Bank of Charles Town has executed this bond by causing its Executive Vice President to sign its corporate name and affix its corporate seal hereto by order of its Board of Directors, this 15th day of April 2025.

The condition of the above obligation is such that whereas the said Bank of Charles Town has been designated by the County Commission of Jefferson County, Charles Town, West Virginia as depository of public moneys under the provisions of Chapter 18, Article 9, Section 6, Official Code of West Virginia, now therefore, if said Bank of Charles Town shall receive, keep safe, and pay over all moneys which may be deposited in or come under the custody of said Bank of Charles Town as such depository, from the 1st day of July 2025 through the 30th day of June 2026, and shall faithfully perform all of the duties imposed by said Article upon the said Bank of Charles Town as such depository, then this obligation shall be void; otherwise to remain in full force and effect.

As security for the faithful performance of this bond and to protect and indemnify against any or all loss of public moneys by reason of any default on the part of said Bank of Charles Town in its capacity as such depository of public moneys, the said Bank of Charles Town, by order of said County Commission of Jefferson County, Charles Town, West Virginia, and in accordance with the provisions of Chapter 18, Article 9, Section 6, will execute one Irrevocable Standby Letter of Credit; Number TBD / Copy of Letter of Credit to be provided for \$25,000,000.00 to cover all County Commission of Jefferson County, Charles Town, West Virginia accounts. This Letter of Credit will be issued by the Federal Home Loan Bank of Pittsburgh, PA. This Letter of Credit will be held by the Federal Home Loan Bank of Pittsburgh, PA as collateral security for this bond, with a copy provided to the County Commission of Jefferson County, Charles Town, West Virginia.

In event of any default in the conditions of this bond, The Federal Home Loan Bank shall reimburse the County Commission of Jefferson County, Charles Town, West Virginia, and shall accept as sufficient evidence of such default for such delivery, a certified copy of an order of said County Commission of Jefferson County, Charles Town, West Virginia stating such default.

Upon receipt of said funds under this Letter of Credit from said The Federal Home Loan Bank of Pittsburgh, PA in case of any default of the said Bank of Charles Town in complying with the conditions of its said bond, the County Commission of Jefferson County, Charles Town, West Virginia shall apply the proceeds to the payment of the amount owing by said Bank of Charles Town by reason of any such default in the conditions of its said bond, and after such payment the residue, if any, shall be paid to said Bank of Charles Town.

On June 30, 2026, if the said Bank of Charles Town has complied with the conditions of this bond, said Letter of Credit will expire, and, if the need for a new bond is necessary for a subsequent period, the said Bank of Charles Town will execute such new bond and new letter of credit.

BANK OF CHARLES TOWN

SEAL

By *M. J. [Signature]*  
Executive Vice President

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

The foregoing instrument was acknowledged before me this 15th day of April 2025 by Shane Bell, Executive Vice President of Bank of Charles Town, a West Virginia corporation, on behalf of the corporation.



*Laura Pearl Hunter*  
Laura Pearl Hunter  
Notary Public

My commission expires:

September 14, 2028

I, Matthew Harvey, Prosecuting Attorney of the County Commission of Jefferson County, Charles Town, West Virginia, hereby certify that the above bond is in due and legal form and conformable to the provisions of Chapter 18, Article 9, Section 6 of the code of West Virginia.

*Matthew S. Harvey*  
Matthew Harvey, Prosecuting Attorney  
for the County Commission of  
Jefferson County, Charles Town, West Virginia

5/23/2025  
Dated



May 24, 2024

Jefferson County Commissioner  
124 E. Washington Street  
Charles Town, WV 25414  
Attn: Teresa Hendricks or DiAnn Brown

Re: Federal Home Loan Bank of Atlanta  
Irrevocable Standby Letter of Credit Number: 194812

1. At the request of and for the account of United Bank, a Federal Home Loan Bank Member ("Member"), the Federal Home Loan Bank of Atlanta hereby issues this Irrevocable Standby Letter of Credit No. 194812 ("Letter of Credit") in favor of Jefferson County Commissioner ("Beneficiary"). It is understood that this Letter of Credit is being issued to secure public deposits placed with the Member by the Beneficiary.
2. The maximum amount available under this Letter of Credit is Two Million U.S. Dollars (\$2,000,000.00) (the "Credit Amount"). You shall be entitled to draw under this Letter of Credit at any time from the date hereof until the Expiration Date noted below, amounts not exceeding, in the aggregate, the Credit Amount.
3. This Letter of Credit expires at 5:00 p.m., Eastern Time, on May 23, 2025 ("Expiration Date"). For purposes of this Letter of Credit, "Business Day" means any day on which we are open for business. If the Expiration Date is not a date that is a Business Day, then the Expiration Date shall be the next succeeding Business Day. This Letter of Credit shall be promptly surrendered to us by you upon such expiration.
4. We undertake to the Beneficiary to honor, at sight, a presentation made by you to the Federal Home Loan Bank of Atlanta at 1475 Peachtree Street N. E., Atlanta, Georgia 30309, Attention: Advances Operations Manager, Accounting Operations, of the following documents:
  - (a) Original Letter of Credit (including any amendments);
  - (b) A fully executed demand in the form of Exhibit A attached hereto (the "Demand"); and

Page 2

Irrevocable Standby Letter of Credit No. 194812

Dated: May 24, 2024

- (c) A certificate of incumbency in the form of Exhibit B for any officer or authorized representative of the Beneficiary who executes the Demand required hereunder.

Such documents must be delivered to us no later than 5:00 p.m., Eastern Time, on the Expiration Date of this Letter of Credit.

5. Multiple and partial drawings are permitted provided that drawings honored by us hereunder shall not, in the aggregate, exceed the Credit Amount as in effect from time to time. The Credit Amount shall be reduced by any partial draws endorsed on this Letter of Credit.
6. The Beneficiary may designate, by any writing accompanying a demand for payment or otherwise delivered to us prior to the actual payment of a drawing under this Letter of Credit, that any drawing shall be honored by wire transfer to a custodian designated by the Beneficiary, and we agree to abide by any such instructions. In the absence of any such written instructions from the Beneficiary to pay the Beneficiary's designated custodian, each drawing will be honored by us by wire payment to the Beneficiary. Proper demands made hereunder by 5:00 p.m., Eastern Time, on a Business Day shall be honored by 5:00 p.m., Eastern Time, on the following Business Day. Proper demands made hereunder after 5:00 p.m., Eastern Time, on a Business Day shall be honored by 5:00 p.m., Eastern Time, on the day which is two Business Days after the day on which such demand is made. All payments by us will be in immediately available funds.
7. This Letter of Credit is issued subject to the applicable provisions of the Federal Home Loan Bank Act, rules, regulations and policies of the Federal Housing Finance Agency, and the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("ISP98"). This Letter of Credit shall also be governed by the laws of the State of West Virginia to the extent not inconsistent with ISP98 and applicable federal laws.
8. This Letter of Credit may be amended from time to time pursuant to the written application for such amendment submitted to us, but no such amendment shall be effective unless executed by us in writing and expressly approved in writing by the Beneficiary.
9. This Letter of Credit is not transferable.
10. **ELECTRONIC TERMS AND CONDITIONS.** Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the

Page 3

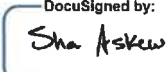
Irrevocable Standby Letter of Credit No. 194812

Dated: May 24, 2024

Georgia Uniform Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

Sincerely,

Federal Home Loan Bank of Atlanta

By:   
DocuSigned by:  
Name: Sha Askew  
Title: Assistant Vice President

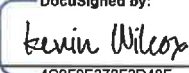
By:   
DocuSigned by:  
Name: Kevin Wilcox  
Title: First Vice President

EXHIBIT A

The undersigned beneficiary demands payment of U.S. \$ \_\_\_\_\_ under Federal Home Loan Bank of Atlanta Irrevocable Standby Letter of Credit No. 194812, dated, May 24, 2024.

**Jefferson County Commissioner**

By: \_\_\_\_\_

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

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

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

EXHIBIT B

CERTIFICATE OF INCUMBENCY

The undersigned, [Secretary/ Assistant Secretary/Authorized Representative] of \_\_\_\_\_, a \_\_\_\_\_ (hereinafter the "Beneficiary"), hereby certifies as follows:

1. That he/she/it is the duly elected, qualified and acting [Secretary/ Assistant Secretary/Authorized Representative] of the Beneficiary.

2. That the following named person(s) was/were designated and appointed to the office(s) indicated below, and that said person(s) does/do continue to hold such office(s) at this time, and the signature(s) set forth opposite the name(s) are genuine signatures.

<u>Name</u>	<u>Signature</u>	<u>Title</u>
_____	_____	_____

3. That the person(s) designated to serve in the above-entitled position(s) is/are authorized to execute on behalf of and to bind the Beneficiary with respect to the documents contemplated under the Federal Home Loan Bank of Atlanta Irrevocable Standby Letter of Credit No. 194812 dated May 24, 2024.

By: \_\_\_\_\_  
Name:  
Title:

**JEFFERSON COUNTY COMMISSION DEPOSITORY BOND  
TRUIST  
CHARLOTTE, NORTH CAROLINA**

**KNOW ALL MEN BY THESE PRESENTS**, That, the undersigned, TRUIST, Charlotte, North Carolina, a Corporation organized and existing under the laws of the United States of America, is held and firmly bound unto the State of West Virginia, in the sum of Thirty Million Eight Hundred Seventy Thousand Dollars (30,870,000.00) to the payment thereof, will truly be made to said Jefferson County Commission, State of West Virginia, the undersigned binds itself and its successors and assigns by these present,

Signed and sealed this 27th day of March 2025.

**THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT**, Whereas, Truist of Charlotte, North Carolina, principal has been duly and legally designated in the manner required by law as a depository of the public monies of the Jefferson County Commission, State of West Virginia. Now therefore, if the said Truist, principal herein, shall reserve safely, keep well and truly pay over all monies which may be deposited in or under the custody of the said Truist as such County depository, according to law and shall further faithfully perform all the duties by law upon said principal as depository monies, then this obligation shall be null and void, otherwise are to remain in full force and effect.

The said Bank herewith deposited and pledged with the Jefferson County Commission, State of West Virginia, to secure the performance of its undertakings herein above set out the following collateral to-wit:

<b>PAR VALUE</b>	<b>DESCRIPTION</b>	<b>COUPON RATE</b>	<b>MATURITY DATE</b>
\$200,000.00	FNMA MBS MA4431 (31418D4R0)	2.00%	08/01/2051
\$2,320,000.00	FHLMC SUPER 30Y FIXED (3132DWAD5)	1.50%	10/01/2050
\$1,700,000.00	FNMA CMO 2020-77 A (3136BCUN8)	1.50%	11/25/2050
\$300,000.00	FNMA CMO (3136BCHF0)	1.25%	11/25/2050
\$350,000.00	FHLMC SUPER (3132DWAV5)	1.50%	01/01/2051
\$600,000.00	FHLMC SUPER (3132DWCN1)	2.00%	10/01/2051
\$8,000,000.00	FHLMC SUPER 30Y FIXED (3132DWAM5)	1.50%	11/01/2050
\$6,400,000.00	FHLMC CMO REMIC (3137F6C70)	1.00%	11/25/2050
\$11,000,000.00	GNMA REMIC TRUST (38382F5K6)	1.50%	07/20/2050

It is understood and agreed:

- (1) Such collateral shall be held by **WELLS FARGO BANK, N.A.**, Minneapolis, MN or the **FEDERAL RESERVE BANK** of Richmond, Virginia, (Safekeeping Agents) so long as the said Truist is not in default in its undertakings hereinabove set out, and if the said Truist has not defaulted in its undertakings then such collateral shall be returned to the said Truist on the 30<sup>th</sup> day of June, 2026.
- (2) The said Truist shall have the right to the interest payable on such collateral, and may for the purpose of collecting the same have access to such collateral, in conjunction with a representative of the said Safekeeping Agent in order to obtain interest coupons representing interest payable or may direct the said Safekeeping Agent to detach such coupons.
- (3) The said Truist shall from time to time have the right to withdraw any part of the above collateral upon substitution of other collateral of the same marketability acceptable to the Jefferson County Commission. The said Truist shall have the right to withdraw any part of the above-mentioned collateral when properly authorized, providing the monies on deposit with the said Truist do not exceed the amount of such collateral security remaining as security for the performance under the terms of this depository bond.

[-Internal-]

- (4) In the event of default of the said Truist in its undertakings, herein set out during the said period beginning July 1, 2025 and ending June 30, 2026 the said Jefferson County Commission, State of West Virginia, shall have the right to make sale of so much of the collateral hereinbefore referred to as may be required to make good the undertaking of the said Truist after due notice is given to the said Truist.

(SEAL)

TRUIST

BY: Tony R. Jacobs  
Assistant Vice President  
Truist Corporate Treasury Management

STATE OF NORTH CAROLINA,  
COUNTY OF ROBESON, TO-WIT:

I, Amy Pittman a Notary Public in and for the County and State aforesaid, do hereby certify that Tony R. Jacobs, who signed the writing above as Assistant Vice President of Truist, a Corporation, bearing date of the 27th day March 2025 for said Corporation has this day acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand this 27th day of March 2025.

Amy Pittman  
Notary Public

My commission expires: 8/8/2028

[-Internal-]

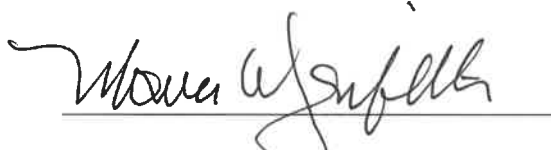
RESOLUTION

RESOLVED that Jefferson Security Bank does execute and deliver to the County Commission of Jefferson County, West Virginia, a bond in the penal sum of Three Hundred Thousand Dollars and zero cents (\$300,000.00) as depository of public moneys pursuant to the provisions of Chapter 18, Article 9, Section 6, of the West Virginia Code, and that said bond be secured by deposit with First Horizon Bank of Memphis, Tennessee the following securities:

<u>Type</u>	<u>Pledged Book Value</u>	<u>Cusip</u>
Stephen F Austin St Univ Tex	823,980.30	8586203T2
Total pledged	\$ 823,980.30	

and that the draft of said bond have been submitted to the Board at this meeting and the same is hereby approved and the Executive Vice President and Chief Financial Officer be, and she hereby is, authorized and directed to execute said bond, in the corporate name, and under the corporate seal of Jefferson Security Bank, and that the President and Chief Executive Officer of this bank be and she hereby is, authorized to deposit with First Horizon Bank the above listed security as security therefore, and to file with the Clerk of the County Commission of Jefferson County the bond of this bank, to become effective forthwith and to expire June 30, 2026, subject to the approval and acceptance of said County Commission of Jefferson County, West Virginia.

I, Monica W. Lingenfelter, Corporate Secretary of Jefferson Security Bank, a corporation, hereby certify that the foregoing is an exact and true copy of a Resolution unanimously passed and adopted by Jefferson Security Bank at a meeting of the Board of Directors hereof held, pursuant to law, on May 21<sup>st</sup> 2025.


  
\_\_\_\_\_  
Monica W. Lingenfelter  
Corporate Secretary



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

I, Ruth M. Knill, a Notary Public in and for the county and state aforesaid, do hereby certify that Monica W. Lingenfelter, who as Corporate Secretary of Jefferson Security Bank, a corporation, signed the writing above, bearing date on the ~~16<sup>th</sup>~~ <sup>21<sup>st</sup> day of May 2025</sup> day of April 2025 for said corporation, has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 21<sup>st</sup> day of May 2025

  
\_\_\_\_\_  
Notary Public

My commission expires Dec 11, 2026



BOND OF JEFFERSON SECURITY BANK

AS

DEPOSITORY OF PUBLIC MONEYS

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned Jefferson Security Bank, a banking institution incorporated under the laws of the State of West Virginia and firmly bound unto the State of West Virginia, in the sum of Three Hundred Thousand Dollars and zero cents (\$300,000.00) for the payment of which will and truly to be made, the said Jefferson Security Bank binds itself and its successors firmly by the presents.

IN WITNESS WHEREOF the Jefferson Security Bank has executed this bond by causing its EVP and Chief Financial Officer to sign its corporate name and affix its corporate seal hereto by order of its Board of Directors, this 21<sup>st</sup> day of May 2025.

The condition of the above obligation is such that whereas the said Jefferson Security Bank has been designated by the County Commission of Jefferson County, West Virginia, as depository of public moneys under the provisions of Section 2, Article 6, Chapter 7, Official Code of West Virginia, now therefore, if said Jefferson Security Bank shall receive, keep safe, and pay over all moneys which may be deposited in or come under the custody of said Jefferson Security Bank as such depository, from the 1st day of July, 2025 until the 30<sup>th</sup> day of June, 2026 and shall faithfully perform all of the duties imposed by said article upon the said Jefferson Security Bank as such depository, then this obligation shall be void; otherwise to remain in full force and effect.

As security for the faithful performance of this bond and to protect and indemnify against any or all loss of public moneys by reason of any default on the part of said Jefferson Security Bank in its capacity as such depository of public moneys, the said Jefferson Security Bank, by order of said County Commission, and in accordance with the provisions of Section 2, Article 6, Chapter 7 of the code, has deposited with First Horizon Bank the following securities:

<u>Type</u>	<u>Pledged Book Value</u>	<u>Cusip</u>
Stephen F Austin St Univ Tex	823,980.30	8586203T2
Total pledged	\$ 823,980.30	

To be held by First Horizon Bank as collateral security for this bond as aforesaid, until the said First Horizon Bank shall deliver the same as hereinafter provided.

The receipt of said First Horizon Bank for said bond and said securities so deposited with it shall be held by said County Commission during the life of this bond.

In event of any default in the conditions of this bond, said First Horizon Bank shall deliver said securities to the County Commission of Jefferson County, West Virginia, and shall accept as sufficient evidence of such default for such delivery, a certified copy of an order of said County Commission stating such default.

Upon receipt of said securities from the said First Horizon Bank, in case of any default on the part of the Jefferson Security Bank in complying with the conditions of its said bond, the said County Commission shall sell the said securities and apply the proceeds to the payment of the amount owing by said Jefferson Security Bank by reason of any such default in the conditions of its said bond, and after such payment the residue, if any, derived from the proceeds of the sale of said securities, shall be paid to said Jefferson Security Bank.

On June 30, 2026, if the said Jefferson Security Bank has complied with the conditions of this bond, said First Horizon Bank shall return the securities held by it hereunder to the said Jefferson Security Bank and may accept as sufficient evidence of such compliance a certified copy of any order of said County Commission stating such compliance.

Until receipt of notice of any such default, said First Horizon Bank shall pay all interest or other income collected by it from the securities held hereunder to the said Jefferson Security Bank.

JEFFERSON SECURITY BANK

By 

Executive Vice President and Chief Financial Officer

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

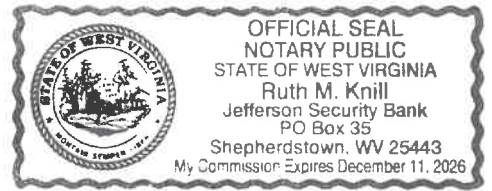
I, Ruth M. Knill, a Notary Public in and for the county and state aforesaid, do hereby certify that Jenna L. Kesecker, who as Executive Vice President and Chief Financial Officer of Jefferson Security Bank, a corporation, signed the writing above, bearing date on the <sup>21<sup>st</sup></sup>~~16<sup>th</sup>~~ day of <sup>May</sup>~~April~~ 2025 for said corporation, has this day in my said county, before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 21<sup>st</sup> day of May 2025.

Ruth M. Knill

Notary Public

My Commission expires Dec 11, 2026



I, Matthew L. Harvey, Prosecuting Attorney of Jefferson County, West Virginia, hereby certify that the above bond is in due and legal form and conformable to the provisions of Section 2, Article 6, Chapter 7, of the Code of West Virginia.

Matthew L. Harvey

Prosecuting Attorney

Date 05/23/2025



**JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM**

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Additional Comments Page:

Motions Continued:

-I move to authorize the Sheriff's Office through their Grant Manager, Deborah Lowe, to digitally apply for the COPS Hiring Grant.

-I move to approve that the Sheriff's Office apply for \_\_\_ new deputy positions through the grant.

PRESIDENT  
*Pasha Majdi*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

COMMISSIONER  
*Mike Mood*

To: Commissioner Pasha Majdi  
Commissioner Jack Hefestay  
Commissioner Cara Keys  
Commissioner Steve Stolipher  
Commissioner Mike Mood

From: David Bound

Date: June 5, 2025

Re: Fiscal Note: Jefferson County Sheriff's Department  
Request to hire bailiff  
FY26 Salary Increase  
COPS Grant

---

Sheriff Hansen requests to hire part time bailiffs

Bailiff Wages \$18.02 / hour (2)

\$ 37,482

Total salaries and wages of 700 Bailiffs (FY26)

\$236,713

\$274,195

Total amount budgeted for 700 Bailiff Salaries and Wages (FY26)

\$293,000

Total under budget

\$ 18,805

Sheriff Hansen requests FY26 Salary Increase

Pay rates submitted for approval by the Sheriff's department are within budgetary amounts.

FY26 Budgeted employee salary and wages

\$3,298,884

Reimbursements via Bolivar contract, BOE and PRO grant

239,006

Total

\$3,537,890

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Amount requested for approval

\$3,418,069

FY26 Budget over request

\$ 119,821

COPS Hiring Grant

Starting Salary \$55,157 (7 – Up to 20% of current force)

\$386,099

Matching Grant Years 1,2, & 3 \$96,525, \$193,050, \$289,574

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



Name: **Jessica James, Chief Human Resource Officer**

Department or Organization: **Jefferson County Commission**

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

Date Requested – 1<sup>st</sup> Choice: **June 5, 2025**

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

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

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

- ✚ 1. Approval of Employee Change in Status – 70 to 80 hours – Department of Engineering, Planning, and Zoning
- ✚ 2. Approval of Hire – Building Plan Reviewer/Inspector – Department of Engineering, Planning, and Zoning
- ✚ 3. Approval of Hire – Office Assistant – Department of Fleet and Facilities Management
- ✚ 4. Approval of Hires – Firefighter/EMT I (2) and Firefighter/Paramedic I (2) – Emergency Services Agency
- ✚ 5. Approval of Promotion – Firefighter/Advanced EMT III – Emergency Services Agency
- ✚ 6. Correction of Clerical Error – Department of Emergency Communications
- ✚ 7. Approval of Temporary Assignment and Associated Increase – Department of IT and GIS
- ✚ 8. Approval of Promotion – Chief Deputy of Personal Property – Assessor’s Office
- ✚ 9. Approval of Cost of Living Adjustments (COLA) and Merit Increases for Elected Offices

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

1. Staff is requesting three members from the Department of Engineering, Planning, and Zoning who currently work a 70-hour work schedule be updated to the standard 80-hour work schedule.
2. Staff has identified a candidate for the position of Building Plans Reviewer/Inspector and is requesting approval to hire for the Grade 5, full-time, 80-hour position.
3. Staff has identified a candidate for the position of Office Assistant within the Department of Fleet and Facilities Management and is requesting approval to hire for the Grade 5, full-time, 80-hour position.
4. Staff has identified two candidates for the position of Firefigther/EMT I and two candidates for the position of Firefighter/Paramedic I with the Jefferson County Emergency Services Agency and is requesting approval to hire for each position.
5. Current FF/AEMT II, James West, has successfully met the requirements for promotion from Firefighter/Advanced EMT II to Firefighter/Advanced EMT III is and eligible for an asspay increase

6. On April 17, 2025, the Commission approved a lump sum payment of \$1,152.38 to employee Michael Buchwitz for hours worked July 1, 2024-April 2025 after being cleared as an independent call taker for the Emergency Communications Department. Mr. Buchwitz’s post-academy release rate should have been effective April 21, 2024, and he is still owed pay for hours worked between April 21, 2024-June 30, 2024.
7. The individual previously selected as Chief Technology Officer and approved for hire during the May 1, 2025 JCC meeting is no longer a viable candidate. As such, Brian McKinney, who was hired as the Deputy Director of the Department of IT and GIS, has been acting as the Chief Technology Officer since his start date of May 19, 2025. Jefferson County Administrative Policy 212 – *Compensation During Temporary Assignment* – states “ an employee selected to fill a temporary position for another appointed worker shall receive the higher rate beginning on the tenth work day of the temporary assignment...the higher rate shall be the entry level step on the higher salary grade.” Staff is requesting Mr. McKinney be appointed as acting/interim Chief Technology Officer, effective May 30, 2025, and in accordance with *Jefferson County Administrative Policy 212 – Compensation During Temporary Assignment* – be provided with a temporary salary increase to the Grade 8 base salary of \$80,179, effective June 2, 2025, with a lump sum payment of \$19.92 to account for the increase for hours worked Friday, May 30, 2025.
8. The Assessor has selected a candidate for the full-time position of Chief Deputy of Personal Property and is requesting approval to promote a current employee into the position.
9. The elected offices have submitted their requests for staff cost-of-living adjustments and merit increases and are seeking Commission approval, as presented.

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*):

**Department of Engineering, Planning, and Zoning Request**

- ✚ *I move to approve the change in work hours from 70-hours per pay period to 80-hours per pay period for Mason Carter, Ryan Mose, and Madeline Stephenson within the Department of Engineering, Planning, and Zoning, effective June 9, 2025.*
- ✚ *I move to approve the hire of Stephen Pforr for the Grade 5, full-time, 80-hour position of Building Plans Reviewer/Inspector within the Jefferson County Department of Engineering, Planning, and Zoning at a salary of \$57,000, effective June 16, 2025.*

**Department of Fleet and Facilities Management Request**

- ✚ *I move to approve the hire of \_\_\_\_\_ for the Grade 4, full-time, 80-hour position of Office Assistant within the Department of Fleet and Facilities Management, at a salary of \_\_\_\_\_, effective \_\_\_\_\_.*

**JCESA Requests**

- ✚ *I move to approve the hire of Joshua Smith as a full-time Firefighter/EMT I with the Jefferson County Emergency Services Agency, at a rate of \$20.65/hr., effective June 16, 2025, and after introductory period and completion of necessary requirements, promote to Firefighter/EMT II at a rate of \$21.17/hr.*



PRESIDENT  
*Pasha Majdi*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

COMMISSIONER  
*Mike Mood*

To: Commissioner Pasha Majdi  
Commissioner Jack Hefestay  
Commissioner Cara Keys  
Commissioner Steve Stolipher  
Commissioner Mike Mood

From: David Bound

Date: June 05, 2025

Re: Fiscal Note: 70 to 80 hour status change  
Building Plans Reviewer Request  
County Planner Request

- 
- Three employees changing to 80 hour weeks increase in FY26 salaries was approved during budget presentations therefore budget neutral.
  - The Department of Engineering, Planning and Zoning is requesting to hire a full time Building Plans Reviewer.

Annual Salary	\$57,000
Budgeted amount FY26	<u>\$60,000</u>
Savings	\$ 3,000
  - The Department of Engineering, Planning and Zoning is requesting to hire a full time County Planner.

Annual Salary	\$55,000
Budgeted amount FY26	<u>\$55,000</u>
Budget Neutral	

PRESIDENT  
*Pasha Majdi*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

COMMISSIONER  
*Mike Mood*

To: Commissioner Pasha Majdi  
Commissioner Jack Hefestay  
Commissioner Cara Keys  
Commissioner Steve Stolipher  
Commissioner Mike Mood

From: David Bound

Date: June 5, 2025

Re: Approval of Wage Increase – Emergency Communications  
Adjusted pay with Cleared Dispatch Disciplines  
IT Deputy pay rate adjustment request

---

A request was made to approve the wage increase of \$0.76/hour for Matthew Buchwitz after his completion of clearing dispatch disciplines. A request is made to include retroactive pay, due to an administration error, to be effective as of 7/1/2024.

Budget pay rate 2025	\$38.20/hour
Requested pay rate	\$26.06/hour
Current pay rate	\$25.30/hour
Retroactive Pay 7/1/24 - 4/5/25	\$1,152.38
• April 21, 2024 – July 1, 2024	\$344.30

Amounts are under the FY25 budgeted pay rate.

A request was made to adjust the IT Deputy pay rate going forward as the employee has been completing Director level coverage over nine days. The tenth day started during a previous pay period. The last day of the pay period will need adjustment per policy 212. The increase is with-in budget as the director did not accept the position.

Requested increase through FY25	\$ 3,060
FY25 Director budgeted salary	\$75,000

<i>Jefferson County Policies &amp; Procedures</i>			
Policy Name:	COMPENSATION DURING TEMPORARY ASSIGNMENTS		Approved: 12/12/ 2012
Policy Number:	212		Author: TTB
Associated:	Calculation of Compensation Policy, Classification Plan Policy		Note – Requires Commission Approval

A temporary assignment involves someone filling in for another appointed employee because of the need to:

- Fill a position caused by an approved leave of absence, resignation, illness, death, etc.:
- Provide vacation relief scheduling; or
- Meet an emergency situation.

An employee filling in for another appointed worker must perform the essential duties listed on the new job description, just as an employee must carry out the prescribed duties of that office. Temporary assignments may not be filled retroactively, unless authorized by the Commission.

An employee selected to fill a temporary position for another appointed worker shall receive the higher rate beginning on the tenth (10th) work day of the temporary assignment if the vacant position has a salary grade.

- The higher rate shall be the entry level step on the higher salary grade, or one step above the employee’s current rate of pay, whichever is higher, until such time as the vacant position is filled.
- If the entry level step on the higher salary grade is less than the employee’s current rate of pay, the employee shall be placed on the higher salary grade with an increase in pay of not less than one pay step above their current hourly rate.
- If the vacant position is in the lower salary grade, the employee shall retain their current rate of pay.

When an employee or deputy temporarily fills in for an elected official, that person shall receive an increase in salary beginning on the tenth (10th) work day of the temporary assignment.

The elected official’s current salary will be aligned with the last step of the closest supervisory salary grade. The person temporarily assigned to the elected official’s duties will then have their salary determined consistent with one of the methods described above.

Should the elected official’s salary exceed the highest step listed on the Commission’s approved salary schedule, then the person shall receive reasonable compensation as determined by the Commission.

Temporary assignments shall not exceed six months in duration, unless an extension is approved by the Commission, and shall not affect the employee’s review date.

A temporary assignment shall end when the elected official’s position is filled through an election or appointment.

PRESIDENT  
*Pasha Majdi*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

COMMISSIONER  
*Mike Mood*

To: Commissioner Pasha Majdi  
Commissioner Jack Hefestay  
Commissioner Cara Keys  
Commissioner Steve Stolipher  
Commissioner Mike Mood

From: David Bound

Date: June 5, 2025

Re: Fiscal Note: Office of the Assessor Promotion Request  
JCESA Hiring and Promotion Request

---

The County Assessor is requesting to promote Rachel Silvious to Chief Deputy of Personal Property starting July1, 2025

Current Salary	\$53,408
Promotional Salary	\$57,407
FY26 Budgeted Salary	<u>\$57,407</u>

Employees are moving between the Assessor and Assessor Valuation departments. Requested amounts are within budget and considered budget neutral.

JCESA is requesting the hires of two FF/EMT I

Salary J. Smith & M. Shanholtz	<u>\$20.65</u>
FY26 budgeted salary FF/EMT I	\$27.68 / hour

JCESA is requesting the hires of two FF/P I

Salary \$27.25 D Nimmo Available Promotion to	\$27.93
Salary \$28.29 R McConnell Available Promotion to	<u>\$29.00</u>
FY26 budgeted salary FF/PII	\$36.06 / <u>hour</u>

James West has completed training and is eligible for a promotion

Current Salary	\$24.68
Promotional Salary	<u>\$25.30</u>
FY26 Budgeted salary FF/AEMT III	\$29.95 / <u>hour</u>

PRESIDENT  
*Pasha Majdi*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

COMMISSIONER  
*Mike Mood*

To: Commissioner Pasha Majdi  
Commissioner Jack Hefestay  
Commissioner Cara Keys  
Commissioner Steve Stolipher  
Commissioner Mike Mood

From: David Bound

Date: June 5, 2025

Re: Approval of COLA and Merit

---

COLA and Merit amounts for FY26 have been approved during the FY26 budget process. Amounts are housed in the Commission budget department 401 and will be disbursed in July 2025

Elected Officials have presented their COLA and Merit application amounts via current employee spreadsheets. The amounts are within budget and distribution will be considered budget neutral.

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



Name: Laura Kuhn

Department or Organization: Fleet & Facilities Management

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: **June 5, 2025**

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

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

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

**Request for approval of the Segra Master Service Agreement for the Cisco Telephone System**

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

- On April 17<sup>th</sup>, the County Commission approved moving forward with the migration to the Cisco Telephone system through Segra. I am requesting approval of the Master Service Agreements for the Phone and Fax services at \$ 4,502.83 per month. As discussed on April 17<sup>th</sup>, this is not a request for additional funding, as our current budget covers the costs.

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

Move to approve the Master Service Agreement with Segra for the migration of the county's telephone and fax systems to Cisco phones.

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

If not attached, explain:

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

Contact information: Laura Kuhn

Email address: [Lkuhn@jeffersoncountywv.org](mailto:Lkuhn@jeffersoncountywv.org)

Phone Number: 304-728-3355

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

not applicable



**SERVICE ORDER**

Account No. 5312452

Quote No. N05419

Dated May 23, 2025

Form Revision Date 04-28-2025

**SELLER:**

**CUSTOMER:**

Lumos Networks LLC dba Segra

State of West Virginia  
County of Jefferson

116 East Washington Street  
Charles Town, WV 25414

Agreement Exhibits:

Exhibit A: Pricing and Location Detail  
Exhibit B: Terms and Conditions

**1. PARTIES**

This Service Order is entered into effective as of the date of last signature below (Effective Date) by and between Seller and Customer (as defined herein.) This Service Order is governed by the terms and conditions of one or more Master Agreements between Seller and the State of West Virginia (MA) as set out in Exhibit B. Services provided under this Service Order will be direct billed to Customer and not through the State of West Virginia Department of Administration Office of Technology.

**2. SERVICES**

In accordance with the Terms and Conditions of this Service Order, Seller agrees to provide to Customer and Customer agrees to purchase from Seller the Service(s) specified in Exhibit A attached hereto and made a part hereof by reference. This Service Order may be amended from time to time to add additional Services. Any such amendment must be agreed to in writing by both parties.

**3. SIGNATURES**

This Service Order shall be effective as of the date of last signature below (Effective Date) by and between Seller and Customer (as defined herein). Seller and Customer may be referred to herein individually as a party or collectively as the parties. By execution of this Service Order, Customer hereby acknowledges that it has had an opportunity to review, agrees to, and shall be bound by the Service Order and all exhibits attached hereto and incorporated herein by reference. Any additional or different terms or conditions in any communication by Customer (whether in a purchase order or otherwise) are rejected and shall be null and void. Each of parties herein represents and warrants that the execution, delivery and performance of this Service Order has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of Seller or Customer as named in this Service Order.

IN WITNESS WHEREOF, the parties hereto have caused this Service Order to be executed by their duly authorized officers or representatives.

**SELLER:**

**CUSTOMER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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



# EXHIBIT A SERVICE ORDER

**Primary Contact Address**

116 East Washington St  
Charles Town, WV 25414

Account # - 5312452

**Primary Contact**

Russell Burgess  
(304) 728-5605  
rburgess@jeffersoncountywv.org

Quote # - N05419

Quote Date - 5/23/2025  
Contract Term - 36 months

AE - Kevin Leedy

Service Location	City, State Zip	MRC Summary*	NRC Summary
104 E WASHINGTON ST	CHARLES TOWN, WV 25414	\$187.09	\$0.00
100 E WASHINGTON ST	CHARLES TOWN, WV 25414	\$232.40	\$0.00
393 N Lawrence St	Charles Town, WV 25414	\$450.44	\$0.00
28 Industrial Blvd # 100	Kearneysville, WV 25430	\$531.59	\$0.00
110 N George St	Charles Town, WV 25414	\$357.23	\$0.00
119 S George St	Charles Town, WV 25414	\$249.28	\$0.00
120 S George St	Charles Town, WV 25414	\$253.93	\$0.00
419 16th Ave	Ranson, WV 25438	\$120.59	\$0.00
161 Poor Farm Rd	Kearneysville, WV 25430	\$8.44	\$0.00
192 Poor Farm Rd	Kearneysville, WV 25430	\$86.83	\$0.00
110 E Washington St	Charles Town, WV 25414	\$109.11	\$0.00
116 E Washington St Ste 100	Charles Town, WV 25414	\$402.20	\$0.00
124 E Washington St	Charles Town, WV 25414	\$131.39	\$0.00
128 Industrial Blvd	Kearneysville, WV 25430	\$72.58	\$0.00
102 Industrial Blvd	Kearneysville, WV 25430	\$545.27	\$0.00
1948 Wiltshire Rd	Kearneysville, WV 25430	\$315.78	\$0.00
235 Sam Michals Rd	Shenandoah Junction, WV 25442	\$148.68	\$0.00
<b>Total for all Service Locations*</b>		<b>\$4,202.83</b>	<b>\$0.00</b>

\*Summary of Services - See attached Location Detail pages for individual quantities, unit pricing, features, equipment, applied discounts and details for each location, the terms of which are hereby incorporated into this Agreement.

\*The pricing above does not include taxes or regulatory fees and surcharges including facility access charges, network access charges, administration fee, 911 fees, universal service charges, and federal, state and local taxes. All such taxes, fees and surcharges shall be paid by Customer and will be shown on invoices to Customer.





# EXHIBIT A SERVICE ORDER

**Primary Contact Address**

116 East Washington St  
Charles Town, WV 25414

**Primary Contact**

Laura Kuhn  
(304) 728-3355  
lkuhn@jeffersoncountywv.org

**Quote # - N15322****AE - Kevin Leedy**

Quote Date - 5/23/2025  
Contract Term - 36 months

Account # - To be Assigned

Service Location	City, State Zip	MRC Summary*	NRC Summary
104 E WASHINGTON ST	CHARLES TOWN, WV 25414	\$20.00	\$0.00
110 N George St	Charles Town, WV 25414	\$20.00	\$0.00
120 S George St	Charles Town, WV 25414	\$80.00	\$0.00
192 Poor Farm Rd	Kearneysville, WV 25430	\$20.00	\$0.00
110 E Washington St	Charles Town, WV 25414	\$20.00	\$0.00
116 E Washington St Ste 100	Charles Town, WV 25414	\$80.00	\$0.00
124 E Washington St	Charles Town, WV 25414	\$40.00	\$0.00
128 Industrial Blvd	Kearneysville, WV 25430	\$20.00	\$0.00
<b>Total for all Service Locations*</b>		<b>\$300.00</b>	<b>\$0.00</b>

\*Summary of Services - See attached Location Detail pages for individual quantities, unit pricing, features, equipment, applied discounts and details for each location, the terms of which are hereby incorporated into this Agreement.

\*The pricing above does not include taxes or regulatory fees and surcharges including facility access charges, network access charges, administration fee, 911 fees, universal service charges, and federal, state and local taxes. All such taxes, fees and surcharges shall be paid by Customer and will be shown on invoices to Customer.

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



Name: David Bound

Department or Organization: Administration

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1<sup>st</sup> Choice: **June 5, 2025**

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

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

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

- 1. Adjust FY25 budget items for funding prior to June 13, 2025 WV SAO cutoff**

**Please provide the County Commission with a description of your request or presentation, including any background information: West Virginia State Auditors will not make additional budget adjustments after June 13, 2025. The presented budget adjustments will be internal and not requiring state auditor approval.**

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*):

**Requested motion to accept the budget adjustments as presented for the FY25 department expense accounts as they are budget neutral.**

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: David Bound

Email address: [DBound@JeffersonCountyWV.org](mailto:DBound@JeffersonCountyWV.org)

Phone Number: 304.728.3284

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

not applicable

PRESIDENT  
*Pasha Majdi*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

COMMISSIONER  
*Mike Mood*

To: Commissioner Pasha Majdi  
Commissioner Jack Hefestay  
Commissioner Cara Keys  
Commissioner Steve Stolipher  
Commissioner Mike Mood

From: David Bound

Date: June 05, 2025

Re: Fiscal Note: Adjust Internal FY25 Budget for overages

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Request to adjust FY25 budget for overspending. Amounts will be one for one adjustments – budget neutral.

Department 401

Workers Compensation Insurance	\$23,210
Insurance and bonds (both WV Corp expenses)	(23,210)
Employee assistance program (billed for 316 empes)	648
Telephone	( 648)
Contracted services	1,600
Professional services	5,484
Audit costs	8,000
Health insurance (Employees not using insurance)	(15,084)

Department 405

Training and education	\$ 4,000
Employees salary and wages	( 4,000)

Department 406

Record Books	900
Materials and Supplies	(900)

Department 404

Materials and Supplies	\$ 37
Professional Services	(37)

Department 711

Dues and Subscriptions	\$ 225
Advertising	(225)

Department 700

Fund 011 (FY25)	\$ 85,422
Overtime	36,400
Professional Services	3,765
Fund 009	(23,587)
Wages FT Bailiff	(102,000)
Fund 011(Prior Years)	178,278
Contingency	(178,278)

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



Name: **Nathan Cochran**

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

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **May 15, 2025**

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

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

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

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

**A. Discussion and advice from counsel regarding Ongoing Opioids Litigation and related issues.**

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

PRESIDENT  
*Pasha Majdi*

VICE PRESIDENT  
*Mike Mood*

COMMISSIONER  
*Jack Hefestay*

COMMISSIONER  
*Cara Keys*

COMMISSIONER  
*Steve Stolipher*

To: Commissioner Pasha Majdi  
Commissioner Steve Stolipher  
Commissioner Mike Mood  
Commissioner Cara Keys  
Commissioner Jack Hefestay

From: Edwina Benites-LM, county administrator

Re: County Administrator Report, June 5, 2025

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Summary:

1. WVCorp Renewal Options
2. HR Series Classes
3. Planning Commission emails
4. Consider matters involving or affecting the construction, planning, purchase, sale, or lease of property for County office space and/ or courthouse space.

## 1. WV Corp Renewal options

As the County combines ESA and general county operations, we need to answer the following questions.

Currently the EMS has our Mortuary Endorsement and the County doesn't have it – this is normal, we will simply apply this endorsement to Jefferson County Commission's upcoming FY26 renewal. This endorsement provides the Mortuary Professional Liability that is required by §64-84-10.4 WVCSR.

**Suggested motion:** motion to approve carrying the Mortuary Endorsement.

Currently, the EMS has \$4 million Excess General and Public Officials Liability, while the County Commission has \$1 million Excess General, Public Officials, Auto, and Law Enforcement Liability. These excess amounts are on top of a baseline \$1 million limit for each line of coverage, so effectively the EMS has \$5 million total General and Public Officials Liability, while the County Commission has \$2 million total liability for all of its lines of liability. The EMS doesn't have Auto or Law Enforcement Liability because its functions did not require it.

**Suggested motion:** motion to approve total county with Excess General and Public Officials Liability at a total of \$2 million.

## 2. Planning Commission Emails

The Planning Commission requests email addresses. Because our IT department is heavily engaged in preparing for the new building, moving to cloud-based computing, and moving to our new .gov, should the Commission wish to approve this request, I suggest implementation in Fall 2025.

The total cost of nine email addresses per year is- \$243.00

Item	Quantity	Unit Price (Monthly)	Total (Monthly)
Microsoft 365 F1 License	9	\$2.25 USD	\$20.25 USD

**Estimated Monthly Total: \$20.25 USD**

**Estimated Annual Total: \$243.00 USD**

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✓ Inclusions

- Outlook Web Access (OWA)
- 2 GB mailbox per user
- Web versions of Office apps
- Microsoft Teams (chat only, no meetings)
- Basic security and admin tools

**Suggested motion:** Motion to approve the creation of Planning Commission emails and implement training for Planning Commission members.

### 3. HR Series Classes

Over the last month, there have been a variety of HR Series Classes. Shepherd University presented on the Regents Bachelor's Degree program and the tuition reduction program. WVCorp hosted three trainings for directors and three trainings for staff—both on discrimination and harassment, social media and government, and First Amendment Auditors.

## JCCInfo

---

**From:** Brandon FLUR <cotboxmind@gmail.com>  
**Sent:** Tuesday, May 13, 2025 3:44 AM  
**To:** JCCInfo  
**Subject:** Public comment May 15

I would like to express serious concerns regarding the proposed impact fee set to go into effect this June 1st. While I understand the intention behind impact fees—to support infrastructure and community growth—the method of implementation raises significant red flags.

A nearly 400% increase all at once is not only extreme, but it's also economically unsound for the average person trying to build. From a business perspective, such a drastic change without a phased approach can severely stunt Jefferson County's growth for years to come. Logical planning calls for gradual, predictable increases that allow builders, developers, and families to adjust appropriately over time.

For example, a 5- to 10-year tiered increase, spreading the total hike across annual increments of \$786 to \$1,572, would be far more reasonable. This phased approach would provide the county with funding while also giving the local economy time to adapt—minimizing unintended consequences like stalled development or people choosing elsewhere to build.

Furthermore, I question the decision to rely on out-of-state consultants, such as TischlerBise from Bethesda, Maryland, to conduct these impact studies. There's a \$90,000 median household income gap between Bethesda (\$191,000) and Jefferson County (\$95,000). That context matters. Recommendations made without local economic understanding risk being out of touch with what our community can sustain.

Lastly, let's consider the broader picture. The average new home cost in Jefferson County is around \$415,000, with annual property taxes averaging \$3,000 to \$3,500. If new construction slows or stops due to unaffordable upfront costs, the county will lose out on long-term property tax revenue, which undermines the very purpose of the impact fee.

I urge the commission to rethink the structure of this fee. A tiered, logical approach would still generate revenue while protecting Jefferson County's economic health and housing market. Let's take a moment to slow down, apply logic, and plan smarter for sustainable growth.

- Brandon Darr

**From:** Patricia Noland <patynol@gmail.com>  
**Sent:** Thursday, May 29, 2025 7:41 AM  
**To:** JCCInfo  
**Subject:** Issuance of Bonds to finance county office buildings.

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

As a former county elected official, having served as Magistrate Assistant, Magistrate, Circuit Clerk and County Commissioner, over a period of 40+ years, I had the opportunity to learn and understand the needs of the county and the supporting offices that make up county government as well as the space needs of the judiciary, for which the county is responsible.

As our agricultural farmland is being gobbled up by developers building huge new housing developments, our population is growing which will require more services, more employees, more space for additional employees, and more equipment. Every office is overflowing with no space to expand. This is not a new problem. It has been an ongoing problem for decades, and every attempt by the county to expand the downtown campus has been met with opposition by various organizations as well as local governments.

I view the acquisition of these buildings as a great opportunity for the county, the best possible solution to a decades-old problem, and a move in the right direction.

I fully support the issuance of the bonds for the lease/purchase of both buildings as proposed and urge the Building Commission to move forward with the proposal.

Patsy Noland

24 May 2025

Members of Jefferson County Commissioner

The Eastern Panhandle Conservation District  
Voted at the Board of Supervisors meeting  
on 20 May 2025 to request fifteen minutes  
on the agenda of the Jefferson County  
Commission at the evening meeting each month.  
This will be to update the Commission  
about programs affecting the District and  
Jefferson County in particular.

No audio visual equipment will be  
needed for this request.

No visual aids will be needed

Yours truly



Daniel P. Catz Jr

Chair

Eastern Panhandle Conservation District

RECEIVED

JUN 02 2025

County Commission  
of Jefferson County, WV