

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, JULY 29, 2010
9:30 A.M.

Old Charles Town Library Meeting Room
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF PURCHASE ORDERS

APPROVAL OF ACCOUNTS PAYABLE

PUBLIC COMMENT

COUNTY ADMINISTRATOR REPORTS

COUNTY COMMISSION REPORTS

PRESENTATIONS:

1. 10:00 a.m. Roger Goodwin, Chief County Engineer
- Partial Release of \$279,975.87 of a Construction Bond Security for W.A. Chester, LLC - HV Support - Discussion/Action
2. 10:15 a.m. Angie Banks, Assessor
- Approval of Exonerations

NEW BUSINESS:

3. Legislative Issues
4. Charles Town Baptist Church - Request for Waiver of Building Permit Fees for the Construction of a Wheelchair Ramp at the Home of a Wounded Veteran - Discussion/Action
5. Approval of Agreement, Resolution and Contract - Animal Welfare Society of Jefferson County - \$5,000

6. Employee Income Protection Plan: Motion that Staff Research the Cost of an Income Protection Plan for County Employees and Present that Data at the August 19th Unencumbered Balance Meeting - Discussion/Action (DM)
7. Request that Kirk Davis Provide and update on the Status of Public Access to the Planning Commission 2nd Floor, i.e. the Cost to Install an Elevator in that Building (PN)
8. 10:45 a.m. Jennifer S. Maghan - County Clerk's Report
9. 11:00 a.m. Amy E. Owen, Executive Director - Eastern West Virginia Community Foundation - Presentation on the process for awarding funds to Community and Affiliate Organizations
10. 11:15 a.m. Legal Update and Report - (Stephanie Grove)

CORRESPONDENCE:

Memorandum received from the Chief County Engineer concerning the acceptance of a bond for Shentel Shenandoah Mobile Company/St Stanley W. D'Angelo in the amount of \$80,161.

Correspondence received from the Division of Highways concerning the Statewide Transportation Improvement Program.

Notice received from the Office of the Insurance Commissioner concerning flood insurance.

E-911 fees received from Frontier Communications.

Video lottery weekly report received from the West Virginia Lottery.

ANNOUNCEMENTS:

Mountain Communities Watershed Plan Meetings:

- Saturday, August 14th, 2010 at 2:00 p.m. - Blue Ridge Elementary Cafeteria
- Tuesday, September 21, 2010 at 7:00 p.m. - St. Andrew's Community Center

County Commissioners' Association Annual Training and In-Service Seminar is scheduled for August 1-3, 2010 and the Board of Director's meeting is July 31, 2010.

Notice of Public Hearing on the Proposed Jefferson County Bonding Policy on August 5, 2010, at 1:30 p.m.

Notice of Public Hearings on the proposed amendments to the Subdivision & Land Development Regulations to be held on August 4, 2010, at 7:00 p.m. at Blue Ridge Elementary School and on August 9, 2010, at 7:00 p.m. at the Charles Town Library.

The County Commission meeting scheduled for August 26, 2010 has been cancelled.

Notice received of the National Animal control Association Training Academy on October 18-22, 2010.

Invitation received to attend the official opening of the Radox US Office, West Virginia on August 3rd, 2010, at 10:00 a.m.

2010 Special Primary Election Calendar Overview.

RECESS

At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.

1

Commission Office Use Only
Date on Agenda:
Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: July 29, 2010

Date Requested – 2nd Choice: _____

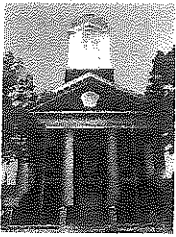
If a specific date is needed, please provide reason for specific date:

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Partial release of the Construction Bond security for W.A. Chester, LLC – HV Support (File #S09-02) – Cash in Escrow with Wells Fargo Bank, NA, Columbia, Maryland.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a partial release of \$279,975.87 from the construction bond amount for W.A. Chester, LLC – HV Support (File #S09-02).

Attachments: Bond Release Letter
Bond Reduction or Release Request Report



THE COUNTY COMMISSION OF JEFFERSON COUNTY

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

Phone: 304-728-3284

www.jeffersoncountywv.org

Fax: 304-725-7916



July 29, 2010

Mr. Jeffrey O. Johns
Vice President
Wells Fargo Bank, NA
Corporate Municipal and Escrow Solutions
9062 Old Annapolis Road
Columbia, Maryland 21045

RE: Cash in Escrow dated November 23, 2009, Construction Bond Surety for W.A. Chester, LLC
– HV Support Facility (File #S09-02).

Dear Mr. Johns:

The Jefferson County Commission authorizes a partial release of \$279,975.87 from the construction bond for W.A. Chester, LLC – HV Support Facility (File #S09-02.), for a new construction bond amount of \$185,017.00. This project is located on the west side of U.S. Route 340 at 3607 Berryville Pike. Work remaining includes but is not limited to the following:

1. Seeding & Landscaping
2. Landscaping
3. Storm water management basin
4. Pipes & end sections

In summary, you are hereby authorized to reduce the amount of the above referenced Cash in Escrow, originally issued in the amount of \$464,992.87 to \$185,017.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Lyn Widmyer, President
Jefferson County Commission

LW:rfb

cc: Mr. Donald S. Parris
W.A. Chester, LLC
4390 Parliament Place
Suite Q
Lanham, MD 20706
Department of Engineering

Email: engineering@jeffersoncountywv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 6/17/2010 JPCPC File No S09-02

Consultant/Engineer/Firm Name: W.A. Chester, LLC

Mailing Address: 3607 Berryville Pike

City: Charles Town State: WV Zip: 25414

Contact Person: Donald Parris Phone: (703) 209-9459

Project/Subdivision Name HV Support Facility

Section/Phase: Maintenance, Rework, & Storage of Const. Equip.

Review Comments:

The Bond **Reduction** request is **Approved as Revised**

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.

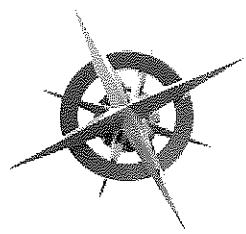
Comments:
Recommends granting bond reduction for the current bond of \$464,993.00 by a reduction of \$279,976.00 for a remaining new total of \$185,017.00.

**LAND DEVELOPMENT INSPECTION
APPROVED FOR:
BOND REDUCTION # 185,017.00
BY: Norma J. Kuroski 7.22.10
INSPECTOR DATE**

Original Bond Amount: <u>\$464,993.00</u>	Current Bond Amount: <u>\$464,993.00</u>
Cost of Work Remaining: <u>\$135,017.00</u>	+ Contingency Amount: <u>\$50,000.00</u>
Approved for Revised Bond Amount: <u>\$185,017.00</u>	

Reviewed By: Norma Kuroski *NJK* Title: Land Development Inspector

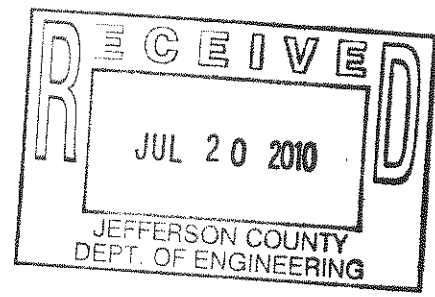
Signature: Norma J. Kuroski Date: 7/22/2010



Charles Town Baptist Church

211 East Congress Street, Charles Town, West Virginia 25414
304.725.5917

Rev. Brian J. Hotaling, Pastor



Jefferson County Engineering Department
Office of Permits and Inspections
116 East Washington Street, Suite 100
Charles Town, WV 25414

Dear County Engineering Dept.

As a ministry to a wounded veteran who is a member of our church, Lance Corporal Eli Tice, the Charles Town Baptist Church is planning to build a handicapped access wheelchair ramp at the home of Mrs. Margaret Tice, 103 Mary Lee Dr., Charles Town, WV 25414

We respectfully request a wavier of the need for a building permit. Due to the financial strain on Mrs. Tice, the emotional duress that she has been under with her son's injuries, and the need to act quickly in this matter, the men of our church would like to begin construction immediately. We feel that the need for a building permit would slow down and complicate the process of helping Mrs. Tice and her courageous son.

The construction of the ramp will be a simple design. It elevates 11 inches, four feet wide, 13 feet long, in a single direction following the sidewalk. We will include bumper rails on the ramp, but due to the low height, handrails are not necessary.

Thank you for your consideration in this important matter.

Respectfully Yours

Rev. Brian J. Hotaling, Pastor

RECEIVED

JUL 20 2010

JEFFERSON COUNTY COMMISSION

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
(304) 558-2234 • (800) 982-3386 • www.wvcommerce.org

July 14, 2010

The Honorable Dale Manuel
President
Jefferson County Commission
Post Office Box 250
Charles Town, West Virginia 25414

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2010 Community Participation Grant award, in the amount of \$5,000 to the Jefferson County Commission to enable the Animal Welfare Society of Jefferson County to continue its spay and neuter program. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

Please review this document carefully. As the grantee, the Jefferson County Commission is responsible for compliance with this contract, including all applicable laws referenced in the contract, such as those pertaining to prevailing wage rates and competitive bid procedures. **These requirements apply to any and all grants, including those dedicated to sub-grantees, such as nonprofit organizations.**

The contract period outlined in this contract will expire June 30, 2011, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

Once the Jefferson County Commission and legal counsel have reviewed the contract, the Jefferson County Commission must pass a formal resolution accepting the conditions of the contract and authorizing your signature on the last page. We will be unable to process a grant agreement until a signed contract and resolution are returned to this office.

I am looking forward to working with you on this worthwhile project. If you have any questions, please contact me at (304) 558-4010.

Sincerely,


Brandi O'Dell
Community Development Division

BO:kd

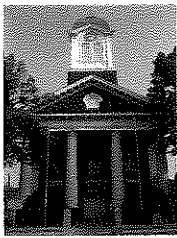
Enclosure

Project Number: 10LEDA0149

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JUL 22 2010

Jefferson County Commission



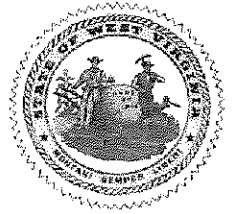
THE COUNTY COMMISSION OF JEFFERSON COUNTY

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

Phone: 304/728-3284

www.jeffersoncountywv.org

Fax: 304/725-7916



Letter of Agreement
Community Participation Grant
between the
Jefferson County Commission
and the
Animal Welfare Society of Jefferson County

THIS AGREEMENT, entered into this _____ day of _____, 2010, by the Jefferson County Commission and the Animal Welfare Society of Jefferson County its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Animal Welfare Society of Jefferson County to perform specific tasks through funding from the Governor's Community Participation Grant Program.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. The Jefferson County Commission will serve as funding agency for the Animal Welfare Society of Jefferson County.
2. The Animal Welfare Society of Jefferson County agrees to abide by the terms and conditions of the Governor's Community Participation Grant Program Contract between the West Virginia Development Office and the Jefferson County Commission as contained herein. (attached)
3. This agreement shall be signed by the authorized officers, agents or representatives of the Animal Welfare Society of Jefferson County and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

President

ANIMAL WELFARE SOCIETY OF JEFFERSON COUNTY

By: _____
Title: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

WHEREAS, The Jefferson County Commission has agreed to assist the Animal Welfare Society of Jefferson County to continue its spay and neuter program with funds made available through the Governor's Community Participation Grant program in the amount of \$5,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission does hereby accept the conditions of the contract between the West Virginia Development Office and the Jefferson County Commission and does hereby authorize the signatures of the President of the Commission.

LYN WIDMYER
PRESIDENT
JEFFERSON COUNTY COMMISSION

DATED: _____

**GOVERNOR'S COMMUNITY PARTICIPATION
GRANT PROGRAM CONTRACT**

between the

WEST VIRGINIA DEVELOPMENT OFFICE

and the

JEFFERSON COUNTY COMMISSION

THIS AGREEMENT, entered into this 1st day of July, 2009, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

WHEREAS, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks hereafter described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Assistance of the Grantee**. The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services**. The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to enable the Animal Welfare Society of Jefferson County to continue its spay and neuter program.
3. **Personnel**. The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance**. The Grantee will commence its duties under this Contract on July 1, 2009, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2011. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2011.
5. **Compensation**. In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$5,000. This amount constitutes complete compensation for all services rendered. In

no instance shall the agreed upon compensation exceed \$5,000 without the written consent of the Governor of the State of West Virginia.

6. **Method of Payment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee. Upon receipt of said documents, the WVDEVO shall review the same for reasonableness and appropriateness.

7. **Changes.** The WVDEVO and the Grantee may, from time to time, require changes in the scope of the services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed, which are mutually agreed upon by and between the WVDEVO and the Grantee, shall be incorporated in written amendments to this Contract.

8. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that such a sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should such a sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.

9. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of over \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement under the provisions of Paragraph 28. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance with these procedures.

10. **Project Wage Rates.** Every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost.**

The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds

utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.

Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

Further, the Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bid documents. The Grantee shall also have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance including copies of contractor's payrolls.

11. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost.**

Further, the receipt and utilization of funds procured under this agreement mandate that **ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.**

The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

Any contracts under this agreement must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. This law applies to all construction contracts, regardless of cost. The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks.

The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

12. **Bonding.** The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond: provided, that the state and its subdivisions may reject all bids and solicit new bids.

In the procurement of contracts or subcontracts for construction of less than \$100,000, the Grantee shall follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds, provided that the Grantee's and State's interests are adequately protected and that such contracts can be executed in a timely manner.

In the procurement of contracts or subcontracts for construction that exceed \$100,000, the Grantee shall obtain the following:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

13. **Architecture and Engineering.** The Grantee shall procure architectural or engineering services in accordance with of the West Virginia Code §5G. In the procurement of architectural and engineering services for projects estimated to cost \$250,000 or more, the Grantee shall publish a Class II legal ad in compliance with West Virginia Code §59-3. In the procurement of services for projects estimated to cost less than \$250,000, the Grantee shall conduct discussions with three or more professional firms.

14. **Design-Build.** The Grantee shall procure design-build projects in accordance with West Virginia Code §5-22A-1. This applies solely to building projects. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

15. **Environmental and Historical Assessment.** The Grantee shall comply with all applicable federal, state and local environmental and historical preservation laws and regulations. The Grantee acknowledges this requirement and certifies that the project will be in compliance with such laws and regulations.

16. **Equal Employment Opportunity.** With respect to employment in carrying out the program objectives, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap.

17. **Facilities Accessible to the Handicapped.** The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A11/1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

18. **Facilities Operation.** The Grantee shall operate and maintain all facilities constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable federal, state and local statute, law, ordinance or regulation as to actual construction procedures, as well as maintenance and operation of such facilities upon completion.

19. **Interest of Members of WVDEVO and Others.** No officer, member or employee of the WVDEVO or officer, member or employee of the Grantee who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, nor shall any officer, member of, or employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

20. **Officials Not To Benefit.** No member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

21. **Inspections of Project Records.** At any time during normal business hours and as often as the WVDEVO or its designated representative may deem necessary, there shall be made available to the WVDEVO or its designated representative for examination, all of its records with respect to all matters covered by this Contract and permit the WVDEVO or its designated representative to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.

22. **Project Audits.** (a) The Grantee shall cause an audit of this program to be included in the audit of the Grantee performed by the West Virginia State Auditor's Office, Chief Inspection Division, or its designated representative in accordance with West Virginia Code §6-9-7. The audit shall be performed in conformance with generally acceptable accounting procedures.

(b) In accordance West Virginia Code §12-4-14, if the grantee is not audited by the West Virginia State Auditor's Office and the grantee received state funds or grants in the amount of fifteen thousand dollars or more, the grantee shall file an audit of the disbursement of funds with the legislative auditor's office. The audit shall be filed within two years of the disbursement of funds or grants by the grantee and shall be made by an independent certified public accountant at the cost of the corporation, association or other organization, and must show that the funds or grants were spent for the purposes intended when the grant was made. State funds or audits of state funds or grants under fifteen thousand dollars (\$15,000) may be authorized by the joint committee on government and finance to be conducted by the legislative auditor's office at no cost to the grantee.

23. **Reporting.** The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress. Failure to provide such reports as required by WVDEVO in a timely manner shall be cause for termination of this Contract under the terms of Paragraph 7.

24. **Fiscal Management.** The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

25. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.

26. **Repayment.** The Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

27. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.

28. **Termination of Contract for Cause.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

29. **Termination for Convenience of WVDEVO.** The WVDEVO may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDEVO as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

30. **Termination by the Grantee.** The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the Grantee makes any expenditure or incurs any obligation with respect to the project.

31. **Signing.** This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the President of the Jefferson County Commission upon authorization of the Jefferson County Commission by adoption and passage of a resolution, motion or similar official action.

IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.

**STATE OF WEST VIRGINIA
WEST VIRGINIA DEVELOPMENT OFFICE**

Kelley M. Goes, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
~~Dale Manuel, President~~
Lyn Widmyer

Federal Employee Identification Number

SS- 6000 333

F.E.I.N.

#6

Laura Kuhn

From: "Sandy McDonald" <sandy@jeffersoncountywv.org>
To: "Laura Kuhn" <laura@jeffersoncountywv.org>
Sent: Monday, July 19, 2010 8:47 AM
Subject: Fw:

----- Original Message -----

From: Dale Manuel
To: 'Tim Boyde'; sandy@jeffersoncountywv.org ; sgrove@jeffersoncountywv.org ;
FBerryMorgan@aol.com ; patsynol@gmail.com ; 'Jim Surkamp' ; 'Lyn Widmyer'
Sent: Saturday, July 17, 2010 4:42 PM

Please place the following on the next agenda:

Discussion and Action: Employee Income Protection Plan

I move that staff research the cost of an income protection plan for county employees, and present that data at the Aug. 12th unencumbered balance meeting.

Thanks,
Dale Manuel

#7

Laura Kuhn

From: "Sandy McDonald" <sandy@jeffersoncountywv.org>
To: "Laura Kuhn" <laura@jeffersoncountywv.org>
Sent: Thursday, July 22, 2010 8:59 AM
Subject: Fw: Agenda Item for July 29

----- Original Message -----

From: Tim Boyde
To: sandy@jeffersoncountywv.org ; 'Nichelle Hosby'
Sent: Thursday, July 22, 2010 8:18 AM
Subject: FW: Agenda Item for July 29

Please add to the agenda for next week.

From: Patricia Noland [<mailto:patsynol@gmail.com>]
Sent: Thursday, July 22, 2010 7:30 AM
To: Tim Boyde
Subject: Agenda Item for July 29

Good morning, Tim,

Please place on next week's agenda the following item:

I request that Kirk Davis provide an update on the status of public access to the Planning Commission 2nd Floor, i.e. the cost to install an elevator in that building.

Thanks,

Patsy

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street
P.O. Box 716
Charles Town, West Virginia 25414

Phone: 304-728-3257

Fax: 304-728-3953

Email: engineering@jeffersoncountywv.org

MEMORANDUM

TO: SANDY SLUSHER McDONALD, DEPUTY COUNTY ADMINISTRATOR
JEFFERSON COUNTY COMMISSION

FROM: ROGER L. GOODWIN, CHIEF COUNTY ENGINEER *RLG*
ENGINEERING DEPARTMENT

DATE: JULY 20, 2010

SUBJECT: SHENTEL SHENANDOAH MOBILE COMPANY/STANLEY W. D'ANGELO
FILE #S09-03

Please find enclosed the bond(s) and security for the following project(s):

Shentel Shenandoah Mobile Company which is secured by Cash-in-Escrow with Branch Banking and Trust located in Woodstock, Virginia in the amount of 80,161.00.

The bond(s) is in compliance with the County Bonding Policy. If you have any questions, please give me a call.

RECEIVED

JUL 29 2010

JEFFERSON COUNTY COMMISSION

RLG:rfb



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Joe Manchin III
Governor

July 16, 2010

THIS LETTER WAS SENT TO THE NAMES ON THE ATTACHED LIST.

To Whom It May Concern:

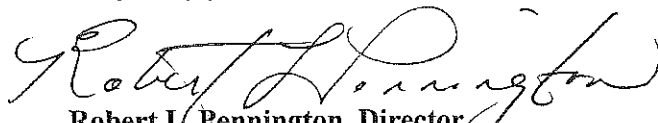
The Statewide Transportation Improvement Program (STIP) is a financially constrained document required to show planned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) expenditures for federal fiscal years 2010-2015. One of the requirements to funding any projects with FHWA or FTA funds is that each proposed project undergo a public "review and comment period". Therefore, additions or deletions to the STIP and certain changes to projects currently in the STIP must meet this requirement before federal funds can be obtained. Accordingly, I am forwarding, for your review and consideration, the attached listing of proposed amendments to the approved 2010-2015 STIP.

All written comments are to be received no later than July 29, 2010, and should be addressed to:

Mr. Robert L. Pennington, Director
Program Planning and Administration Division
West Virginia Division of Highways
Building 5, Room A-816
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305-0430

Should you need additional information, please call (304) 558-3113. Thank you for your assistance in this matter; your efforts are indeed appreciated.

Very truly yours,


Robert L. Pennington, Director
Program Planning and Administration

RLP:Cb

Attachment

cc: Mr. Tony Tarone, Federal Transit Administration – w/o attachment
Mr. Jeff Blanton, Federal Highway Administration – w/o attachment
Mr. Kevin Burgess, Federal Highway Administration – w/o attachment
Ms. Susan O'Connell, Division of Public Transit – w/o attachment

RECEIVED

JUL 21 2010

Jefferson County Commission

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2010-2015
PROGRAM AMENDMENT FOR 2010

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	TOTAL PHASE COST	FEDERAL DOLLAR COST	FEDERAL COST CHANGE
PROJECT COMMENTS														
BOONE	2010	G	G	7/28/2010	STP	CON	WV003	RACINE - BLOOMINGROSE	RESURF (1.5')	S303 3 02210 00	STP0003228D	\$545,000	\$400,000	
AMD 7 - ADD NEW PROJECT (CRTS)														
BRAXTON	2011	G	G	10/28/2010	IM	CON	I 079	SERVIA REST AREA	CONSTRUCT RESTROOMS, REN FACILITY	S304 79 04929 00	IM07927777	\$6,000,000	\$5,400,000	
AMD 7 - ADD NEW PROJECT														
FAYETTE	2010	G	G	8/28/2010	STP	CON	WV061	ROBSON-DEEPWATER RD	RESURF (1.5')	S310 61 02001 00	STP0061071D	\$2,500,000	\$2,000,000	
AMD 7 - ADD NEW PROJECT														
GILMER	2010	G	G	7/28/2010	STP	CON	C 0001	ALICE RD	CORR. SLIDE (PILING)	S311 1 00385 00	STP0001238D	\$55,000	\$44,000	
AMD 7 - ADD NEW PROJECT														
GILMER	2010	G	G	7/28/2010	STP	CON	C 0001	ALICE RD	CORR. SLIDE (PILING)	S311 1 00277 00	STP0001239D	\$55,000	\$44,000	
AMD 7 - ADD NEW PROJECT														
GILMER	2014	G	G	4/28/2014	IM	CON	I 079	I-79 TRUCK CLIMBING LANE (SPLIT FUNDED)	CONST TRUCK CLIMBING LN	X311 79 77777	IMNH07927777	\$6,666,667	\$6,000,000	
AMD 7 - ADD NEW PROJECT														
GILMER	2014	G	G	4/28/2014	NHS	CON	I 079	I-79 TRUCK CLIMBING LANE (SPLIT FUNDED)	CONST TRUCK CLIMBING LN	X311 79 77777	IMNH07927777	\$3,333,333	\$3,000,000	
AMD 7 - ADD NEW PROJECT														
HARDY	2010	G	G	8/28/2010	NHS	CON	WV055	WARDENSVILLE MAIN ST	RESURF, DR, BASE REP, MILLING	S316 55 03839 00	NH0055029D	\$1,200,000	\$960,000	
AMD 7 - ADD NEW PROJECT														
HARRISON	2010	G	G	8/28/2010	NHS	CON	I 079	ANMOORE I/C- BRIDGEPORT I/C (SPLIT	UPGR TO 6 LNS, GR, DR, PAVE, SIGNING	X317 79 11700 00	IMNH0793226	\$3,266,667	\$2,613,333	
ADM 7 - ADD NEW PROJECT-SPLIT FUNDED (IM & NHS)														
LEWIS	2010	G	G	6/28/2010	STP	CON	US033	PRICETOWN-WESTON RD	RESURF (1.5')	S321 33 01316 00	STP0033325D	\$860,000	\$688,000	
AMD 7 - ADD NEW PROJECT														
LEWIS	2013	G	G	4/28/2013	IM	CON	I 079	I-79, EXIT 99 SOUTHBOUND OFFRAMP	IMPROVE SOUTHBOUND OFFRAMP	U321 79 77777	IM07927777	\$10,000,000	\$8,000,000	
AMD 7 - ADD NEW PROJECT - IMPROVE SOUTHBOUND OFF RAMP														
LOGAN	2010	G	G	6/28/2010	OC	ROW	WV010	DABNEY-STOLLINGS RD	CONST 4 LN	S323 10 01620 00	EOAP0010213D	\$8,700,000	\$6,960,000	
AMD 7 - ADD NEW PROJECT														
LOGAN	2010	G	G	7/28/2010	OAF	ROW	WV010	RITA-DABNEY RD	CONST 4 LN, BR	S323 10 01256 00	TCSP0010202D	\$6,700,000	\$4,400,000	
AMD 7 - ADD NEW PROJECT (TCSP FUNDING)														

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2010-2015
PROGRAM AMENDMENT FOR 2010

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ NUMBER	FEDERAL PROJECT NUMBER	TOTAL PHASE COST	FEDERAL DOLLAR COST	FEDERAL COST CHANGE
PROJECT COMMENTS														
LOGAN	2011			3/28/2011	STP	CON	WV010	MIDWAY PLAZA-S MADISON BRANCH	BR #10369	S323 10 01256 02	STP0010210	\$13,000,000	\$10,400,000	
AMD 7 - ADD NEW PROJECT														
MASON	2010			7/28/2010	NHS	CON	US035	SOUTH SIDE - BEECH HILL	RESURF, PAVE SHL	S327 35 00553 00	NH0035181D	\$1,200,000	\$960,000	
AMD 7 - ADD NEW PROJECT														
MERCER	2010			7/28/2010	BR	ENG	CO00160	MARTIN L KING JR MEM BR REPL		S328 BLUE 00100 00	BR0160001D	\$155,000	\$124,000	
AMD 7 - ADD NEW PROJECT														
MERCER	2011			4/28/2011	BR	CON	CO00160	MARTIN L KING JR MEM BR REPL		S328 BLUE 00100 00	BR0160002D	\$1,395,000	\$1,116,000	
AMD 7 - ADD NEW PROJECT														
MORGAN	2011			10/28/2010	EFL	CON	NA000	NATIONAL GATEWAY FREIGHT RAIL CORRIDOR	IMPROVE EXISTING RAIL CAPABILITIES	?????	?????	\$35,000,000	\$35,000,000	
AMD 7 - ADD NEW PROJECT														
NICHOLAS	2010			7/28/2010	STP	ROW	WV059	DEER RUN CULVERT	REPL	S334 39 03366 00	STP00397777	\$55,000	\$44,000	
AMD 7 - ADD NEW PROJECT														
RANDOLPH	2010			7/28/2010	STP	CON	CO046	BENSON MILL - ADOLPH RD	RESURF	S342 46 01445 00	STP0046042D	\$750,000	\$600,000	
AMD 7 - ADD NEW PROJECT														
RANDOLPH	2010			8/28/2010	STP	CON	US219	BEVERLY-CHEWOWETH CK RD	RESURF	S342 219 03410 00	STP0219301D	\$2,000,000	\$1,600,000	
AMD 7 - ADD NEW PROJECT														
STATEWIDE	2010			6/28/2010	HSIP	ENG	NA999	SKID TESTING AND EVALUATION	SELECT SITES & PERFORM SKID TESTS	T699 SKID 04 00	HSIP2010040D	\$250,417	\$180,000	
AMD 7 - ADD NEW PROJECT														
STATEWIDE	2010			7/28/2010	RR	ENG	NA000	HIWAY RR GRADE XING INV	INVENTORY XINGS	699 RRINV 01000 00	RHCH2010042D	\$175,555	\$158,000	
AMD 7 - ADD NEW PROJECT														
STATEWIDE	2010			8/28/2010	HSIP	CON	NA000	WW 14 + 3	INSTALL HIGH FRICTION SURFACE TREATMENT	S344 14 ?????	HSIP00147777	\$281,000	\$252,900	
AMD 7 - ADD NEW PROJECT														

Co. Comm.

RECEIVED
JUL 19 2010



STATE OF WEST VIRGINIA
Offices of the Insurance Commissioner

JOE MANCHIN III
Governor

JANE L. CLINE
Insurance Commissioner

IMPORTANT NOTICE
July 2010

To all West Virginia State and Local Governmental Entities and Non-profit Agencies:

The West Virginia Offices of the Insurance Commissioner is responsible for notifying all West Virginia state and local governmental entities, non-profit organizations and other entities that low-cost, federally-subsidized flood insurance may be available through the National Flood Insurance Program (NFIP). This notification is being sent as a result of legislation set forth in WV Code §33-2-15a and in conjunction with the Robert T. Stafford Emergency Assistance and Disaster Relief Act.

Please review your eligibility for this program. Penalties in the form of reductions in Federal Emergency Management Agency (FEMA) relief funds are possible for entities **that fail to purchase** adequate flood insurance on all property located in identified flood zones. Section 406 (d) of the Stafford Act mandates a special reduction in the amount of public assistance funding for a structure that is:

- ~ insurable under the NFIP but not insured,
- ~ located in a Special Flood Hazard Area as determined by FEMA, and
- ~ damaged by floodwaters.

For insurable structures that do not have flood insurance or carry inadequate coverage, FEMA will reduce eligible loss payments to the lesser of:

- ~ the maximum amount of insurance proceeds that could have been obtained from a standard NFIP flood insurance policy, **OR** the value of the structure at the time of the disaster.

If you are unsure as to whether your agency's structure is located within a flood plain, contact your local county planning office or the NFIP at 1-800-358-9616. Flood maps are available at www.msc.fema.gov and graphical flood information covering most of the state can also be found on the WV Flood Hazard Determination tool at www.mapwv.gov/flood

Any other questions may be answered by visiting www.floodsmart.gov or by contacting the Consumer Services Division of the Offices of the West Virginia Insurance Commission at 1-888-TRY-WVIC (1-888-879-9842). Our website can be found at www.wvinsurance.gov.

Sincerely,

Jane L. Cline
Insurance Commissioner

FRONTIER CHKREOTAX 2021823 001 CHECK DATE: 7/12/2010 CHECK NO: 56231166

INVOICE NO.	DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
49499 004-WVE911JEFF	7/06/2010	50,876.38	.00	50,876.38
		50,876.38	.00	50,876.38

RECEIVED

JUL 16 2010

Jefferson County Commission

QUESTIONS? PLEASE CALL 1-800-209-9963.

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.



Citizens Communications Co.
3 High Ridge Park
Stamford, CT 06905

HSBC BANK USA
ONE HSBC CENTER
BUFFALO, NEW YORK 14203

50-882
213

DATE

7/12/2010

56231166

*** VOID AFTER 1 YEAR ***

NET AMOUNT

\$ 50,876.38
DOLLAR FIVE ZERO DOLLAR EIGHT SEVEN SIX PENNY THREE EIGHT

PAY Fifty Thousand Eight Hundred Seventy-Six and 38/100 Dollars

PAY TO JEFFERSON COUNTY COMMISSION
PO BOX 250
CHARLESTOWN WV 25414

01084917

⑈ 56231166 ⑈ ⑆ 021306822 ⑆ 797 ⑆ 02973 ⑆ 7 ⑈


Telecommunications Company
CTC of West Virginia
3 High Ridge Park
Stamford, CT 06905

County of Jefferson E-911, WV

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

FEIN No: 06-1449041
Report Month: Jun-10

A. Gross Line Count	17,513.00
B. Less Adjustments	0.00
C. Net Line Count	17,513.00
D. Line Rate	2.90
E. Surcharge Billed	50,787.70
F. Centrex Line Count	2,292.66
G. Centrex Line Rate	0.725
H. Surcharge Billed	1,662.18
I. Administrative Fee Rate	0.03
J. Administrative Fee Taken	1,573.50
K. Net Surcharge Remitted	50,876.38

Signature: 
Name: Joe Morabito
Title: Tax Accountant
Phone: 203-614-5105

Date: 7/6/2010

RECEIVED

JUL 16 2010

Jefferson County Commission

P.O. Box 2067
Charleston, WV 25327



Phone: (304) 558-0500
Fax: (304) 558-3321
www.wvlottery.com

John C. Musgrave
Director

*For Agents
Package*

To: Controller

Location: Jefferson County Commission

Fax #: (304) 725-7916

Phone #: (304) 728-3284

From: Stacy Acree ext. 352

Comments:

VIDEO LOTTERY WEEKLY SETTLEMENT REPORT

**WEST VIRGINIA LOTTERY
WEEKLY SETTLEMENT FOR CHARLES TOWN**

Week Ending Date	Week Ending July 17, 2010
To be Deposited on:	July 23, 2010
Amount Played	84,982,438.44
Amount Won	76,290,337.85
Amount Promo	249,418.00
MWAP Contribution	<u>37,122.09</u>
Adjusted Gross Terminal Revenue	<u>8,405,560.50</u>
Administrative Costs @ 4%	336,222.42
Excess Lottery Fund @ 4%	<u>0.00</u>
Net Terminal Revenue	<u>8,069,338.08</u>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
Track Share of Capital Reinvestment @ 42% - 99%	\$ -
Track Share of Capital Reinvestment @ 42% - 4%	\$ -
Adjusted Net Terminal Revenue	<u>8,069,338.08</u> ✓
Racetrack @ 46.50% / 42%	3,752,242.21
Lottery Fund @ 30% / 0%	2,420,801.40
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	584,853.67
Workers' Compensation Debt Reduction @ 7%	584,853.67
Employee Pension Fund @ 1% / .5%	60,693.38
Grayhound Development @ .75%	60,520.04
Thoroughbred Development @ .75%	60,520.04
Racing Commission @ 1%	60,693.38
County/Municipality @ 2%	161,386.76
3% Funds:	
Tourism Promotion Fund @ 1.375%	110,953.40
Development Office Promotion Fund @ .375%	30,260.02
Research Challenge Fund @ .5%	40,346.69
Capitol Renovation and Improvement Fund @ .6875%	55,476.70
2004 Capitol Complex Parking Garage Fund @ .0625%	5,043.34
1% Funds:	
State Capitol Complex Parking Garage @ 1%	80,693.38
Cultural Facilities and Capitol Resources @ .5%	0.00
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>0.00</u>
	<u>8,069,338.08</u> /

WEST VIRGINIA LOTTERY
 First Benchmark
 Charles Town
 County / City Split
 Fiscal Year 2011

Charles Town
 1899 Net Terminal Revenue \$ 45,603,174
 Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.66%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
3 days ending: 7/1/10- 7/3/10	\$ 115,402.58	\$ 115,402.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending: 07/10/10	\$ 205,731.64	\$ 205,731.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/17/10	\$ 181,386.76	\$ 181,386.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 482,520.98	\$ 482,520.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

**NOTICE
JEFFERSON COUNTY COMMISSION
MEETING CANCELLATION**

The regular meeting scheduled on Thursday, August 26th, 2010, has been cancelled. The Commission will resume its regular session on Thursday, September 2nd, 2010, at 9:30 a.m.

REGISTRATION FORM
 NATIONAL ANIMAL CONTROL
 ASSOCIATION TRAINING
 ACADEMY
 NACA 100 LEVEL I

Name _____
 Agency _____
 Agency Address _____

 Agency Telephone _____
 Home Telephone _____
 Fax Number _____

Registration and Tuition Fee: \$525.00

Nashville, Tennessee
 October 18-22, 2010

You may pay for this program either with an Agency Check, Purchase Order Number or by Credit Card (Visa or MasterCard). To pay via Credit Card, please call 913-768-1319, extension 6, and request a "Credit Card Authorization Form" or download the form at www.nacanet.org.

Total Enclosed: \$ _____

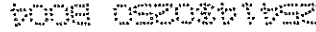
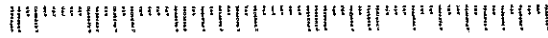
Payment must be received with Registration Form to confirm registration. A 20% (\$105.00), nonrefundable fee will be assessed on any cancellation made after September 17, 2010.

Return this registration form before September 17, 2010 with payment to:

National Animal Control Association
 P.O. Box 480851
 Kansas City, MO 64148-0851
 913-768-1319 (option 6)
 Fax: 913-768-1378
www.nacanet.org

National Animal Control Association
 101 N. Church Street, Suite C
 Olathe, Kansas 66061
www.nacanet.org

NONPROFIT ORGANIZATION
 U.S. POSTAGE PAID
 OLA THE, KS
 PERMIT NO. 83



The
 NACA
 100



National
 Animal
 Control
 Association
 Training
 Academy

LEVEL I

October 18-22, 2010

Nashville, Tennessee

The NACA 100 Level I Training Academy

National Animal Control Association

The National Animal Control Association (NACA) was formed in 1978 for the express purpose of assisting its members to perform their duties in a professional manner. NACA believes its most important contribution towards solving our domestic animal problems is to make available to Animal Control agencies and personnel a comprehensive training program.

Who Should Attend

This program is designed for Animal Control Officers at the federal, state, and local levels, Police Officers, and Sheriff's Deputies responsible for animal control and all of its many facets.

Topics to be Covered Include:

- Animal Behavior
- Rabies/Euthanasia
- Animal Identification
- Animal Diseases/Zoonosis
- First Aid for Animals
- Shelter Operations
- Capture Techniques
- Report Writing
- Interview Techniques
- Laws and Legal Proceedings
- Evidence Collection
- Court Testimony
- Crisis Intervention/Officer Safety

Tuition/Registration/Payment

Tuition for this program is \$525.00. To register for this program, we ask that you first call our office at 913-768-1319 (press option 6). Send your original completed registration form (located on the back) to our office by September 17, 2010 with payment. You may pay for this program either with Agency Check, Purchase Order Number or by Credit Card (Visa or MasterCard). A 20% (\$105.00), nonrefundable fee will be assessed on any cancellation made after September 17, 2010. **NOTE:** Programs are subject to cancellation, without sufficient registrations, 30 days prior to program start.

Credit

Upon successful completion of a written examination (receiving a grade of 80% or above) participants are awarded certificates of completion. Participants will then be eligible to take Level II toward their National Certification.

Academy Information

The National Animal Control Association Training Academy was designed to be delivered in two levels. Upon successful completion of both Level I and Level II, the National Animal Control Association shall nationally certify each participant and issue the appropriate documentation and pin. Successful completion of Level I and Level II shall include a minimum passing score of 80% on written examinations and mandatory attendance during all training.

Location and Lodging

The school will be conducted in Nashville, Tennessee, at the Holiday Inn Select-Opryland Airport, located at 2200 Elm Hill Pike in Nashville. A special lodging rate of \$89.00 per night, plus tax, single or double occupancy has been arranged. You should make your reservations by calling the Holiday Inn Select at 866-871-1171 or 615-883-9770 and identify yourself as attending the National Animal Control Association Training Academy. You must make your reservations by September 17, 2010 to obtain this rate. Note: A complimentary Airport Shuttle is provided.

Questions

For additional information, please contact the National Animal Control Association at 913-768-1319 (press option 6). Our fax number is 913-768-1378. You may also visit: www.nacanet.org

Joseph Maniaci Scholarship

Scholarships for this class may be available via the Joseph Maniaci Scholarship Fund. Applications may be obtained by visiting: www.nacanet.org

RANDOX

Jefferson County Commission
Lyn Widmyer
PO Box 250,
Charles Town, WV 25414

Dear Lyn Widmyer,

Re: Official opening of the Randox US office, West Virginia

Randox Laboratories would like to invite you to join us for the official opening of our new West Virginia office on Tuesday 3rd August 2010. The opening will be held at Randox Laboratories-US Ltd, 515 Industrial Boulevard, Kearneysville, West Virginia, 25430.

The day will begin at 10.00 am. Tom Bayuzik will lead proceedings followed by a welcome address from Dr Peter FitzGerald, managing Director of Randox. The official opening will be conducted by Governor Manchin followed by light refreshments.

Randox Laboratories has almost 30 years experience in research, development, manufacturing and marketing of diagnostic reagents and equipment for laboratory medicine. The opening of our new facility in West Virginia marks an important step for Randox in the US and we would welcome you to be part of it. You can expect a warm welcome and generous hospitality.

We would be delighted if you could join us as our guests on Tuesday 3rd August 2010. Please RSVP to katherine.price@randox.com before Friday 30th July 2010. We very much look forward to welcoming you to the official opening.

Yours sincerely,



Dr Peter FitzGerald
Managing Director

RECEIVED

JUL 21 2010

Jefferson County Commission

West Virginia Election Calendar Overview
2010 Special Primary Election

Action	Jul '10	Aug '1
Candidate filing period (8:30am - 5pm)	20-23	
Absentee applications accepted at county clerk's office	20	23
Certification of candidates (5pm)	24	
Drawing for the order on the ballot (5:30pm)	24	
Absentee ballots delivered to clerk's office	28	
Poll worker appointment - deadline		3
Last day to register to vote		9
Poll worker general training (9am & 6pm)		12
Public test for Early Voting & Election Day		16
Poll worker general training (9am & 6pm)		17
Poll worker training - deadline		19
Early Voting period		20-25
Saturday Early Voting (9am - 5pm)		21
Equipment drop off to precincts; supply clerks pick up supplies		27
Hand-deliver absentee ballot to clerk's office - deadline		27
Special Primary Election Day		28
Absentee ballots w/o postmark accepted		30
Absentee ballots postmarked by election day accepted (by 9am)		
Canvass of election results <i>9-3-10</i>		

Last updated 7/21/10