

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, AUGUST 5, 2010**  
**9:30 A.M.**

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

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

**APPROVAL OF PURCHASE ORDERS**

**APPROVAL OF ACCOUNTS PAYABLE**

**PUBLIC COMMENT**

**COUNTY ADMINISTRATOR REPORTS**

- 2010 Chesapeake Bay Community Grant - Urban Tree Canopy
- Buy a Brick for Ranson

**COUNTY COMMISSION REPORTS**

**PRESENTATIONS:**

1. 10:00 a.m. Joe Hankins - Jefferson County Public Service District - Update on Flowing Springs Wastewater Treatment Project - Request for Expression of Support from the Commission
2. 10:30 a.m. Kellie Boles - Agriculture Development Officer
  - Request for Waiver of Building Permit Fees for the Bardane Market - Discussion/Action
  - Approve the Drawdown of \$335,000 Previously Committed and an Additional \$200,000 to Match Funds Allocated for Farmland Protection Easement Acquisition - Discussion/ Action
3. 11:00 a.m. Al Alsdorf - Harpers Ferry Historic Town Foundation - Funding Request to the Harpers Ferry Historic Town Foundation and the Town of Harpers Ferry to Provide Matching Funds for the Federal Grant for the Preservation and Restoration of Historic Potomac Street in Lower Town Harpers Ferry - Discussion/Action

4. 11:15 a.m. Jennifer S. Maghan - County Clerk's Report
5. 11:30 a.m. Legal Update and Report - (Stephanie Grove)
6. 11:45 a.m. Jennifer Brockman, Planning Director  
- Schedule of Upcoming Zoning Ordinance Amendments

**NEW BUSINESS:**

7. Legislative Issues
8. Communication of Concerns to Colleagues and Governor Concerning Brownfield Economic Development Districts (JS)

**Break for Lunch**

**~~~~~ AFTERNOON SESSION ~~~~~**

9. 1:30 p.m. Public Hearing - Site Improvements Bonding and Bond Surety Policy
10. 2:00 p.m. Health Insurance Presentation and Staff Recommendation

**CORRESPONDENCE:**

Correspondence received from the National Park Service concerning Shepherdstown Battlefield.

Correspondence received from Matthew Harris concerning the utility rate increase.

Correspondence received from Hospice of the Panhandle concerning their funds drive.

The County Line newsletter received from the Association of Counties.

Commissioners' Corner newsletter received from the County Commissioners' Association.

Financial Statement for the period ending March 31, 2010 received from the Jefferson County Development Authority.

Weekly video lottery settlement report received from the West Virginia Lottery

## **ELECTION ANNOUNCEMENTS:**

Time line for the August 28<sup>th</sup>, 2010 special election received:

- Canvass - August 31, 2010, at 9:00 a.m.
- Canvass must be completed by 4:00 p.m. Wednesday, September 1, 2010.
- Certification of Results (If a recount is not requested) as close as possible but after 4:00 Thursday, September 2, 2010

## **ANNOUNCEMENTS:**

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.

Invitation received to attend a retirement open house/luncheon for Teresa Conchar on August 6, 2010.

Notice received of the Create WV Conference on October 17-19, 2010 at Oglebay Resort.

## **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.*

## **Minutes**

### **Jefferson County Commission**

**Thursday, July 29, 2010**

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A meeting of the Jefferson County Commission was held on Thursday, July 29, 2010 at the Old Charles Town Library meeting room located at 200 E. Washington Street, Charles Town, WV 25414. Present were Lyn Widmyer, President, Commissioners Patsy Noland, Frances Morgan, Jim Surkamp and Dale Manuel, Tim Boyde, County Administrator and Debbie Stellato. (An audio tape of the July 29, 2010 meeting is available through the Jefferson County Commission Office.)

The Meeting was called to order at 9:30 a. m. by Commissioner Widmyer.

#### **PLEDGE OF ALLEGIANCE**

#### **APPROVAL OF MINUTES**

##### **Jefferson County Commission Regular Meeting Minutes of July 22, 2010.**

MS. MORGAN moved that the Minutes be accepted as presented. Ms. Noland seconded the motion. Discussion followed regarding the need for more information with regard to the fire/ambulance companies' strategic plan for FY2011 funds. The motion was then withdrawn and, by unanimous consent, a vote on approval of the July 22, 2010 Minutes was rolled over until next Thursday's meeting to allow time for the Commission to obtain additional information.

#### **APPROVAL OF PURCHASE ORDERS**

MOTION BY MS. MORGAN to approve Purchase Orders in the amount of \$12,389.15, being purchase order numbers 48763, 46799, 48482, 48646, 48756, 48195, 48758, 48759, 48760, 48764, 47393, 47394, 48754, 48761, 48762. Ms. Noland seconded and the motion was unanimously approved.

#### **APPROVAL OF ACCOUNTS PAYABLE**

MOTION BY MS. NOLAND to approve \$138,402.10 in accounts payable but had a procedural question. Mr. Surkamp seconded the motion. Ms. Noland questioned the correctness of the account used for payment of Item No. 402, Mr. Dorman, and Mr. Boyde offered to investigate. A vote was then taken and the Accounts Payable was approved subject to Mr. Boyde's review and determination of the correct account for payment of Item No. 402, Mr. Dorman.

#### **PUBLIC COMMENT**

No public comment was made.

## COUNTY ADMINISTRATOR REPORTS

### **County Administrator Tim Boyde:**

- (1) Received second proposal for short term disability insurance for staff employees. He reported that a memorandum was sent to all county employees with a side by side comparison of the present insurance and the proposed insurance. Mr. Boyde has met with some of the department heads and has more meetings scheduled in the future. He advised that Ed Slonaker and a representative from the Mt. State Blue Cross will present an overview to the Commission at next Thursday's meeting.
- (2) Mr. Boyde reported that he invited Amy Owens, Executive Director of the Eastern West Virginia Community Foundation, to speak to the Commission to give the Commission an opportunity to consider other ways to award funds to community and affiliate organizations.
- (3) Mr. Boyde commended the staff of Homeland Security and Emergency Management for doing such a great job during the recent storm. Ms. Widmyer, on behalf of the County Commission, voiced the Commission's appreciation for the professional manner in which problems created by Sunday's storm were handled by staff.

## COUNTY COMMISSION REPORTS

### **Commissioner Morgan:**

- (1) Reported that she attended the Planning Commission meeting.

### **Commissioner Surkamp:**

- (1) Nothing to report this week.

### **Commissioner Widmyer:**

- (1) Attended the summer picnic for residents of Blue Ridge Mountain.
- (2) Attended the Solid Waste Authority meeting.
- (3) Sent an email to Secretary of Commerce Kelli Goes reminding Ms. Goes that she had not received the promised application for the brownfields.

### **Commissioner Manuel:**

- (1) On July 24, 2010 attended the Shannondale Blue Ridge Mountain picnic held at Blue Ridge Acres.
- (2) On July 26, 2010 attended the Charles Town Zoning Ordinance Public Hearing, where concerns were expressed about the appeals process and inconsistencies in the document.
- (3) On July 28, 2010 attended the Homeland Security Quarterly Meeting. The speaker was from Jefferson Memorial Hospital. Information on earthquakes and severe thunderstorms was offered.

**Commissioner Noland:**

(1) Attended the Homeland Security Quarterly Meeting.

**PRESENTATIONS**

(1) **ASSESSOR ANGIE BANKS - EXONERATIONS**

<b>Name</b>	<b>District</b>	<b>Type</b>	<b>Ticket #</b>	<b>Amount</b>
Sarah N. Fravel	Ranson	Real Estate	24484	\$1,403.00

Motion by Ms. Noland to approve exoneration for ticket number 24484 in the amount of \$1,403.00 due to an erroneous assessment as presented by Angela Banks, Assessor. Motion seconded by Mr. Manuel and unanimously approved.

<b>Name</b>	<b>District</b>	<b>Type</b>	<b>Ticket #</b>	<b>Amount</b>
Eileen Haggerty	Charles Town	Personal Property	302081	\$53.32

Motion by Ms. Morgan to approve exoneration for ticket number 302081 in the amount of \$53.32 due to an erroneous assessment as presented by Angela Banks, Assessor. Motion seconded by Mr. Manuel and unanimously approved.

<b>Name</b>	<b>District</b>	<b>Type</b>	<b>Ticket #</b>	<b>Amount</b>
Lynn B. Truslow	Shepherdstown	Personal Property	316551	\$73.66

Motion by Mr. Manuel to approve exoneration for ticket number 316551 in the amount of \$73.66 due to an erroneous assessment as presented by Angela Banks, Assessor. Motion seconded by Ms. Noland and unanimously approved.

Name	District	Type	Ticket #	Amount
Karen L. Davison	Shepherdstown	Personal Property	314960	\$53.32

Motion by Ms. Morgan to approve exoneration for ticket number 314960 in the amount of \$53.32 due to an erroneous assessment as presented by Angela Banks, Assessor. Motion seconded by Ms. Noland and unanimously approved.

- (2) **REBECCA BURNS, STANDING IN FOR ROGER GOODWIN, CHIEF COUNTY ENGINEER,** appeared before the Commission to request the partial release from the \$279,975.87 construction bond security for W. A. Chester, LLC – HV Support.

Motion by Ms. Noland to reduce the amount of cash in escrow to \$185,017.00 from the \$279,975.87 construction bond for W.A. Chester, LLC – HV Support (File #S09-02). Motion seconded by Mr. Manuel and unanimously approved.

- (3) **CHARLES TOWN BAPTIST CHURCH – BUILDING PERMIT WAIVER**

Motion by Mr. Manuel to approve the request to waive the building permit fee for a wheelchair ramp at the home of a wounded veteran. Motion seconded by Ms. Noland and unanimously approved.

- (4) **LEGISLATIVE ISSUES**

Ms. Noland reported that Worker’s Compensation Insurance will continue to be carried by BRIM for firemen through June 2011.

- (5) **ANIMAL WELFARE SOCIETY – APPROVAL OF AGREEMENT, RESOLUTION AND CONTRACT:**

Motion by Ms. Noland to authorize the President of the Jefferson County Commission to sign the Resolution awarding the Jefferson County Animal Welfare Society the amount of \$5,000.00. Motion seconded by Mr. Manuel and unanimously approved.

- (6) **EMPLOYEE INCOME PROTECTION PLAN**

Motion by Mr. Manuel to authorize Staff to research the cost of an Income Protection Plan for county employees and present that data to the Commission at the August 19, 2010 unencumbered balance meeting. Motion seconded by Ms. Noland and unanimously approved.

**(7) STATUS OF PUBLIC ACCESS TO PLANNING COMMISSION BUILDING**

Tim Boyde presented Kirk Davis' drawings and information with regard to the installation of an elevator in the Planning Commission Building. Mr. Davis estimated the cost to install an elevator at about \$252,000.00. After discussion, the Commission directed that Mr. Davis continue to explore the possibility and cost of installing an elevator or a chairlift. Research for grant funding for this project was suggested.

The Commission took a short break at 10:25 a.m.

The Commission reconvened the meeting at 10:40 a.m.

**(8) LEGAL UPDATE AND REPORT**

STEPHANIE GROVE distributed her "To Do" list and presented the Commission with a brief legal update.

**(9) PRESENTATION BY AMY E. OWEN, Executive Director, Eastern West Virginia Community Foundation**

Prior to Ms. Owen's presentation Mr. Boyde gave a short overview of the Foundation and introduced Amy Owen to the Commissioners.

Ms. Owen explained the operation of the Foundation and offered options to the Commission for awarding funding to future community and affiliate organizations. The Commissioners expressed an interest in learning more about the Foundation, its members and affiliates.

There being no further business, Ms. Morgan made a motion to adjourn the meeting. Motion seconded by Ms. Noland and approved unanimously.

Upon rising the Commission recessed until Thursday morning next beginning at 9:30 o'clock a.m.

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LYN WIDMYER, COMMISSION PRESIDENT

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
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**AGENDA REQUEST FORM**

Name: Joseph Hankins, Board Chairman

Department or Entity: Jefferson County Public Service District

Estimation of amount of time needed for appointment: 30 minutes with discussion

Date Requested – 1<sup>st</sup> Choice: 5 August 2010

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

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

**A timely discussion is critical to both the funding and regulatory processes underway.**

Subject:  
**JCPSD update on Flowing Springs Wastewater Treatment Project**

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

**This is an opportunity to inform the County Commission of the current project status including regulatory hurdles and public hearings anticipated in the next 90 days. This is also an opportunity to clarify questions about the financial impact and timing of that impact on the community and affected rate payers.**

**This is an opportunity to briefly overview the project history and decisions that have us to this moment, the benefits of the project and the implications if the project were not go forward in a timely manner.**

**I anticipate requesting an expression of and reaffirmation of previous support for JCPSD’s application before the WV PSC for the Flowing Springs Wastewater Treatment Plant Project. I also anticipate requesting a specific expression of concern and support for additional grant or negative amortization loan financing through the WV IJDC and the WV DEP to partially support the project based on projected rates and their relationship to median household income in the County.**

**I will reach out to specific members of the Commission in the next week to determine specific questions and identify specific information needs. To the extent possible, the District staff will provide these materials prior to the meeting on the 5<sup>th</sup>.**

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

**Resolution regarding the Flowing Springs Project finding the project to be appropriate and consistent with community planning, finding the project to be forward looking with respect to future regulatory requirements such as the Chesapeake Bay restoration effort, and finding the project be a critical and timely infrastructure investment for the future of Jefferson County and its municipalities ... and by action direct that support letters for the project be forwarded to the appropriate regulating agencies and funders.**

Attachments:

**To be supplied prior to meeting.**

**Laura Kuhn**

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**From:** "Sandy McDonald" <sandy@jeffersoncountywv.org>  
**To:** "Laura Kuhn" <laura@jeffersoncountywv.org>  
**Cc:** "Tim Boyde" <tboyde@jeffersoncountywv.org>  
**Sent:** Friday, July 23, 2010 2:18 PM  
**Attach:** County Comm. AGENDA REQ FORM for 8-5-10.doc  
**Subject:** Fw: agenda request for August 5th

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

**From:** Susanne Lawton  
**To:** sandy@jeffersoncountywv.org ; lynwidmyer@gmail.com  
**Cc:** Ashley Wilt ; Joseph Hankins  
**Sent:** Friday, July 23, 2010 2:12 PM  
**Subject:** agenda request for August 5th

Hello Sandy & Lyn:

Attached is a request for time on the August 5<sup>th</sup> County Commission Agenda. We feel it is important to give you an update on the Flowing Springs Wastewater Treatment Project at this time.

Please let me know if you can make time for us.

Sincerely, Sue

**Susanne Lawton, General Manager**

**Jefferson County Public Service District**  
**340 Edmond Rd, Suite A, Kearneysville, WV 25430**  
**Phone # 304-725-4647: Fax # 304-725-5976: Cell # 304-283-3072**

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**Overview of Jefferson County Public Service District's  
Flowing Springs Sewer Project  
July 20, 2010**

**The Project**

- ! Construct a new 1 million gallon per day (enough to serve the equivalent of 4300 homes) membrane bio-reactor wastewater treatment plant adjacent to the Halltown paperboard plant to serve the Flowing Springs drainage shed, and construct related transmission facilities.
- ! The Plant will treat wastewater for nutrients to the practical limit of technology. What nutrients are discharged will be fully offset through a nutrient reduction trade with the agricultural community in the Chesapeake Bay.
- ! The Plant will be enclosed within a building to minimize sound and odor.
- ! Upon completion, the equivalent of 1400 homes now receiving treatment at the Charles Town wastewater treatment plant will be diverted to the District's new plant for treatment.
- ! The Plant will serve the Flowing Springs growth corridor identified by the Jefferson County Planning Commission.
- ! The County Commission fully supported this project in a resolution dated August 24, 2006 and signed by presiding County Commission President, Greg Corliss.
- ! On June 11, 2009 in a letter to the West Virginia Public Service Commission and signed by presiding County Commission President, Dale Manual, the County supported this project.
- ! On August 25, 2006 in a letter to the WV IJDC and signed by Jane Peters, Executive Director of the Jefferson County Development Authority, the Flowing Springs Wastewater Treatment Plant was supported.
- ! On June 17, 2009 in a letter to the West Virginia Public Service Commission and signed by presiding President of the Jefferson County Development Authority, Terry Marcus, the Flowing Springs Wastewater Treatment Plant was supported.

**Funding and Rates**

- ! Project cost is \$27,484,000.
- ! Committed funding consists of a \$1,000,000 Jefferson County Development Authority contribution and a \$26,484,000 West Virginia Department of Environmental Protection (DEP) State Revolving Fund loan payable over 40 years at 0% interest with a .5% administrative fee.
- ! District is pursuing grant funds from the DEP and the Infrastructure Council to replace some of the loan from DEP, but these grants can not be counted upon at

this time. Grant funds are expected to be \$6 million or less.

- ! District has an approved Capital Improvement Fee (CIF) of \$7500 per household or equivalent which it continues to charge, but bondholders will not rely upon a pledge of CIF proceeds for repayment in light of the Berkeley County Circuit Court order in the Larry Faircloth Realty matter.
- ! PSD's proposed post project rates are the following:
  - \$19.80 per 1000 gallons
  - \$49.50 minimum bill
  - \$89.10 for 4500 gallons per month

## **Project Status**

- ! Application for a certificate of convenience and necessity pending before the West Virginia Public Service Commission, Case No. 09-0347-PSD-PC-CN. Current administrative law judge decision due date is October 6, 2010, but the PSD expects this will be extended somewhat.
- ! No PSC hearing is presently scheduled, but the PSD has requested and expects that one will be held in Jefferson County in August or September, 2010.
- ! DEP has approved plans and specifications for the project.
- ! DEP has stated it will issue notice on National Pollution Discharge Elimination System (NPDES) permit application and hearing soon.
- ! Construction bids are planned to be let in mid-November and opened in mid-December.
- ! The District intends to close on project funding no later than January 5, 2011. Current \$750,000 bond anticipation note (BAN) expires January 6, 2011 and needs to be paid or refinanced. PSD hopes to avoid cost of refinancing it.
- ! Construction is expected to take one year.

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
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**AGENDA REQUEST FORM**

Name: **Kellie Boles**

Department or Entity: **JCDA-Ag Dev Office**

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

Date Requested – 1<sup>st</sup> Choice: **8/5**

Date Requested – 2<sup>nd</sup> Choice: **8/12**

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

Subject: **Waiver of Building Permit Fees for Bardane Market**

Please provide the County Commission with a description of your request or presentation, including any background information: **Estimated building permit fees for improvements to the Bardane Market facility will be \$1200. The fees would be paid out of grant money provided by the JC Commission, JCDA, WV Dept of Ag, JC Farm Bureau and local business contributions.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **The Jefferson County Commission approves the waiver of building permit fees for improvements to the Bardane Market for the year round Farmers Market Project.**

Attachments:

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
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**AGENDA REQUEST FORM**

Name: **Kellie Boles**

Department or Entity: **JC Farmland Protection Board**

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

Date Requested – 1<sup>st</sup> Choice: **8/5**

Date Requested – 2<sup>nd</sup> Choice: **8/12**

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

Subject: **Matching Funds Allocation for Farmland Protection Easement Acquisition**

Please provide the County Commission with a description of your request or presentation, including any background information: **The Jefferson County Farmland Protection Board has received notification of additional funds available through USDA-NRCS Farm and Ranchland Protection Program.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **The Jefferson County Commission approves the drawdown of \$335,000 previously committed and an additional \$200,000 to match available FRPP funds.**

Attachments:

#3

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**Al Alsdorf**

**AGENDA REQUEST FORM**

Name: Al Alsdorf

Department or Entity: Harpers Ferry Historic Town Foundation

Estimation of amount of time needed for appointment: At least 15 minutes

Date Requested – 1<sup>st</sup> Choice: August 5, 2010

Date Requested – 2<sup>nd</sup> Choice: August 12, 2010

If a specific date is needed, please provide reason for specific date: During conversations with the Commissions chair, it was suggested that we present as late as possible in July or August. This request is for matching funds for a large transportation grant that currently requires match by the end of August. We would prefer to approach the Commission well before that end date.

Subject: We are asking that the county commission to allocate funds to help the Harpers Ferry Foundation and the Town of Harper Ferry meet the \$333,000 match for a \$1.334 Million transportation grant that the late Senator Byrd had procured for the Potomac street revitalization and preservation project.

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

This is essentially a request for help with matching funds that are required to allow the Harpers Ferry Foundation to secure a large federal transportation grant. The grant has already been allocated for the recovery and preservation of Potomac Street in lower town Harpers Ferry. Potomac Street is where John Brown's fort originally stood; it is owned by the town and thus, is not part of the National Park and does not fall under the parks preservation umbrella. It is arguably one of the most important historic streets in the United States and the very small community of Harpers Ferry and its 320 citizens has the very large responsibility of preserving and protecting it. The cost of the required work is far beyond the means of the community, so preservation grants are the only way the work can be accomplished. Virtually all grants that can be used for street and utility work require matching money from the community. In this case, the required 20% match comes to \$333,000. We are working hard to find matching funds so these are all moving numbers. At the time of this request, we have already acquired about \$133,000 of the required match leaving about \$200,000 yet to go. The town of Harpers Ferry has been able to contribute \$40,000 to the match. That is about 10% of the town's entire budget. We are requesting that the County Commission contribute \$100,000 to the project. We expect that planning, design, engineering and execution of the work will take approximately 2 years, so if the commission is unable to fund the entire \$100,000 at once, we are requesting a donation be spread over

two years, but front end loaded with \$60,000, for the first year and \$40,000 later in the project with the first allocation starting in the Spring of 2011 and a second allocation as soon as possible thereafter. This request is not only about preserving a very historic American street, it is also about continuing the development of Jefferson County's growing tourism industry. Please see the accompanying documents for more information about the project, and the grant.

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

**I move that the County Commission pledge a donation of \$100,000 to the Harpers Ferry Historic Town Foundation and the Town of Harpers Ferry for the purpose of providing matching money for the federal grant that has been allocated by Senator Byrd for preservation and restoration of Historic Potomac Street in lower town Harpers Ferry.**

Attachments:

- 1) Initial Grant submission describing the project**
- 2) Senator Byrd's Press Release approving the grant**
- 3) One page fundraising overview and status,**
- 4) Proposed Schedule for Phase 1 of the project.**
- 5) How your donation will be leveraged**

**TRANSPORTATION, COMMUNITY, AND SYSTEM PRESERVATION  
PROGRAM GRANT APPLICATION**

(Last updated and submitted 7-27-2009)

**PART A. PROJECT INFORMATION**

Fiscal Year Authorized:	2009
Project Title:	Potomac Street Streetscape
Project Location (City/County, State):	Harpers Ferry/Jefferson/West Virginia
<b>GRANTEE CONTACT INFORMATION</b>	
Grantee Contact Name:	Sherry L. Cain
Agency:	Corporation of Harpers Ferry
Mailing Address (Street/P.O. Box):	P.O. Box 217
City, State, Zip code:	Harpers Ferry, West Virginia, 25425
Phone:	304-535-2206
Fax:	304-535-6520
E-Mail:	cainsherry@hotmail.com
<b>STATE DOT CONTACT INFORMATION</b>	
State Contact Person:	Bill Robinson
Phone:	304-558-9615
Fax:	304-558-3783
E-Mail:	Bill.C.Robinson@wv.gov
<b>FHWA DIVISION OFFICE CONTACT INFORMATION</b>	
Division Contact Person:	Jeffery Blanton
Phone:	304-347-6436
Fax:	304-347-5103
E-Mail:	Jeffery.Blanton@fhwa.dot.gov
<b>CONGRESSIONAL INFORMATION</b>	
Congress Member:	Ms. Shelley Moore Capito
Congressional District No.:	2
TCSP Program Funds:	\$1,425,000.00
Matching Funds/In-kind Services Value:	\$356,250.00
Matching Funds/In-kind Services Source:	City, County, Local Businesses and others
Total TCSP-Related Project Costs:	\$1,781,250.00

TO BE COMPLETED BY THE FHWA DIVISION OFFICE				
State Administered?		Yes		No
Division Administered?		Yes		No
“Transfer” TCSP funding for Project Administration?		Yes		No
If yes, which Federal Agency				
Will the project be obligated by September 30, 2009?		Yes		No
Date grant application approved by FHWA Division Office				

**Part B. Project Abstract**

*(Maximum 4 sentences) Briefly describe the how the TCSP Program funds will be used to support the proposed project. The TCSP funds will be used to plan, design and construct improvements to the Potomac Street corridor in Harpers Ferry. The project will include but not be limited to the following work elements: construction of sidewalks, installation of period lighting, the relocation/undergrounding of utilities, installation of drainage system elements necessary to complete the project, landscaping and beautification of the areas adjacent to the roadway, the installation of pedestrian amenities and restoration of Potomac Street damaged by the construction. An engineering services firm will be contracted to plan, design and oversee the construction tasks.*

**Part C. Project Narrative**

*Describe the project and the expected results, including project goals and timeframe. Describe how the project integrates transportation, community, and system preservation plans and practices that address one or more of the following:*

- 1) *Improve the efficiency of the transportation system of the United States.*
- 2) *Reduce the impacts of transportation on the environment.*
- 3) *Reduce the need for costly future investments in public infrastructure.*
- 4) *Provide efficient access to jobs, services, and centers of trade.*

*Examine community development patterns and identify strategies to encourage private sector development that achieves the purposes identified in (1) through (4).*

**The Potomac Street Project is a joint initiative of the Corporation of Harpers Ferry, the Harpers Ferry National Historical Park, and the Harpers Ferry Historic Town Foundation aimed at restoring the nineteenth century charm to the Potomac Street corridor. The Project will improve the appearance and accessibility of the corridor while making it more attractive for existing and new commercial establishments. The recently restored Harpers Ferry Train depot has become a visitor highlight and a focal point for the eventual restoration of the entire armory grounds/Potomac Street area.**

**A committee of Project stakeholders will be established to review and approve plans and procedures as the Project proceeds. Initial Potomac Street Project tasks will focus on designing, building and restoring the Potomac Street corridor. This will involve the constructing of new and the reconstructing of existing sidewalks and walkways, improvements to the storm water management system, installing the required utility lines and equipment underground, installing period lighting, and restoring/repaving the street surface. Other funding will be used to perform additional project tasks which include restoration of the Armory Wall, which historically provided a boundary between the huge, bustling munitions plant and the laborers' shops and shacks. Selected building facades and structures will be upgraded to restore much of their former historic ambience. Several parking lots will be paved. As a part of the beautification piece of the TCSP grant they will be enclosed to enhance their appearance. Greenspace and picnic areas will be also be developed, if funding permits. An engineering services firm will be contracted and given responsibility for over-all project planning, design and execution.**

**The anticipated \$1.425 million of TCSP funding will address Phase I of the Project which includes the above mentioned infrastructure tasks:**

- 1) Sidewalks and Walkways**
- 2) Storm Water Management**
- 3) Underground Utilities**
- 4) Street Restoration**

**Completion of these tasks will improve and enhance a number of community transportation and preservation needs. The construction of new and improvements to the existing pedestrian walkways and sidewalks will provide for a more safe and efficient walking transportation system. The new storm water management system will preclude the need for large, future investments to correct the gulying, erosion and inadequacy of the existing drainage system and prevent/reduce future damage caused by current flooding to the reconstructed sidewalks, proposed walkways and sidewalks, and other corridor improvements. Resurfaced street and walkways will enhance public access to the restored train depot (AMTRAK and MARC trains stop there) and local commercial establishments and facilities. All tasks will improve community development patterns and encourage private sector development to the benefit of residents and visitors alike.**

### **Walkways/Sidewalks**

**Pedestrian walkways will be improved through the reconstruction of existing Potomac Street walkways and sidewalks, procurement of right-of-ways, and the construction of new walkways to facilitate a more efficient pedestrian system.**

### **Storm Water Management**

**The Project will employ the services of a competent civil engineer to design a more efficient storm water management system. Care will be taken to effectively integrate this system with the existing Potomac Street infrastructure. The constraints of the current discharge arrangements will have to be addressed to facilitate the construction of the sidewalks.**

### **Underground Utilities**

**In keeping with 19<sup>th</sup> century appearance, electric power, telephone and cable lines will be buried.**

### **Street Restoration**

**Upon completion of the construction of the sidewalks and walkways, the storm water management improvements and underground utility tasks, Potomac Street will be restored and repaved. In keeping with the Foundation's guideline of producing a seamless Park to Town interface,**

**macadam paving, as currently exists on Shenandoah Street, will be used on Potomac Street, if funding permits. The terminus of the paving will be designed considering several factors including interface with CSX Transportation and a possible turning loop.**

**When viewed from this perspective, this application directly relates to four of the five governing principles of the TCSP program:**

- 1). Reduce environmental impacts of transportation – The development of a streetscape in this area will allow the citizens of the community and tourists to walk and bicycle in the area, reducing motorized vehicular traffic and the negative effects of traffic congestion. The drainage work element necessary to support the streetscape infrastructure will also ameliorate existing drainage problems, thereby reducing storm water impact on the environment.**
- 2). Reduce the need for costly future public infrastructure investments – Certain work elements included in this application demonstrate due diligence with public funding. Addressing drainage and utility relocation as part of the project performed in advance of the streetscape elements and restoration of the roadway save costly damage to the new infrastructure if these elements were delayed and installed several years after the completion of the purely streetscape work elements.**
- 3). Ensure efficient access to jobs, services, and centers of trade – Potomac Street is a traffic connection between major collectors CO 27 and CO 28 and US 340. The restoration of this roadway following the streetscape/drainage/utility relocation construction will enhance traffic flow in the area.  
As referenced in 1)., the streetscape work elements will also allow safe, accessible pedestrian access to the area, providing an alternative method of transportation.  
This project also enhances the tourist marketability area, adding synergy to the nearby National Park Service sites.**
- 4). Examine community development patterns and identify strategies to encourage private sector development patterns and investments that support these goals – Streetscape development is a proven method of preparing an area for economic and tourism development.**

#### **Part D. Project Eligibility**

- a. *Is the project located on a Federal-aid highway? (List the functional class(es) of the facility(ies) to be improved)*

**The Potomac Street Project is not located on a Federal-Aid Highway.**

- b. *If the project is not located on a Federal-aid highway, how do you consider the project eligible for assistance under Title 23 or Chapter 53 of Title 49, United States Code? (i.e., list program(s) and describe how the project meets the statutory eligibility criteria for that program.)*

**Under the TCSP Program, local governments are eligible for discretionary grants to fund projects which provide access to centers of trade and public facilities and that reduce the need for costly future investments in public infrastructure as described in the Project Narrative above. The Potomac Street Corridor provides access between the Harpers Ferry National Historic Park, the Town of Harpers Ferry, the beautifully restored Train Station (AMTRAK and MARC trains), John Brown's Fort and other points of historic interest. Improvements to the pedestrian system will result in a more efficient and safer pedestrian environment . Improvements to the Potomac Street drainage**

**system for storm water management will reduce costly future maintenance and repair expenditures. New paving and curbing structures will improve visibility and safety along the Corridor. In addition, the construction of sidewalks, installation of period lighting, the relocation/undergrounding of utilities, installation of drainage system elements necessary to complete the project, landscaping and beautification of the area adjacent to the roadway, the installation of pedestrian amenities and restoration of Potomac Street damaged by the construction would be eligible under the Transportation Enhancement program.**

- c. *Is the project a corridor preservation activity necessary to implement transit-oriented development plans, traffic calming measures, or other coordinated transportation, community, and system preservation practices?*

**The Potomac Street Project is part of a joint effort by the Corporation of Harpers Ferry, the Harpers Ferry National Historical Park and the Harpers Ferry Historical Town Foundation to restore and preserve a major link in our Nation's history. The Project will improve access to transportation facilities, public and commercial establishments and historic points of interest.**

News From \_\_\_\_\_

U.S. Senator  
**Robert C. Byrd**  
West Virginia  
Phone (202) 224-3904

<http://byrd.senate.gov>

For immediate release: Friday, July 11, 2008

Contact: John Bray, 202-224-3904

**Byrd Works to Fund Local Transportation Projects**  
*Directs \$10 Million to Corridor H, \$7 Million to Route Nine*

WASHINGTON, D.C.... U.S. Senator Robert C. Byrd, D-W.Va., is working to deliver major investments for Route Nine, Corridor H and other vital transportation projects throughout the state. In legislation that has cleared the Senate Appropriations Committee, Byrd added \$10 million for Corridor H, \$7 million for Route Nine, *and \$1.5 million for improvements to Potomac Street in Harpers Ferry.*

“I have worked to secure funding for these important road projects because I know that they will contribute to new economic development, while providing safer travel for local residents and visitors,” Byrd said.

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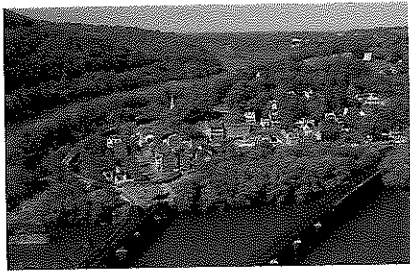
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**Potomac Street**

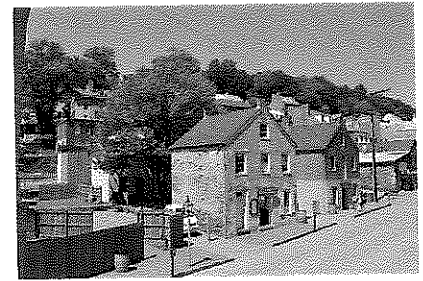
Senator Byrd has also included \$1.5 million for improvements to Potomac Street, which runs parallel to the Potomac River in downtown Harpers Ferry, in the bill. The project is a public/private partnership between the Town of Harpers Ferry, the Harpers Ferry National Historical Park, and the Harpers Ferry Historic Town Foundation.



## HARPERS FERRY

### POTOMAC STREET REVITALIZATION

*REQUEST FOR FUNDING & SUPPORT*



The Harpers Ferry Foundation and the Town of Harpers Ferry are undertaking an exciting project to revitalize the historic Potomac Street corridor in the heart of the town's historic district. The project is underway, but we **still need \$200,000 in additional support** from the State of West Virginia, private sector and individual contributions, and other key stakeholders in order to move this project toward successful completion.

Potomac Street is the location of part of the historic federal armory, John Brown's fort, and is one of the most visited heritage tourism destinations in the region. However, Potomac Street is badly deteriorated and in need of improvement. The Potomac Street revitalization project will restore deteriorating sidewalks, improve street stormwater drainage, underground unsightly utility wires, resurface the street, and rebuild the historic Federal Armory Wall as a central heritage tourism feature. According to the State's report *The Economic Impact of Travel on West Virginia 2000-2008*, Jefferson County already leads the state in the multi-billion state tourism industry, with \$729.3 million in total annual travel spending, 7000 jobs, and \$190 million in state government revenue. The Potomac Street Project will build and expand this economic engine for the state.

The key, current phase of the Potomac Revitalization Project will cost \$1,667,000. The following resources have already been committed:

- \$1,334,000 in U.S. Department of Transportation grant funding through Senator Robert Byrd and the Congress;
- \$62,000 in voluntary contributions from Allegheny Energy, Frontier Communications, and Comcast Cable for the design and construction of the wires undergrounding;
- \$40,000 in cash pledged by the Town of Harpers Ferry, and \$25,000 in contributions from the Town of Harpers Ferry through in-kind construction work;
- Private sector contributions including architectural assistance; and
- Approximately \$5,000 in contributions from individuals.



*Artist conception of Potomac Street Revitalization*

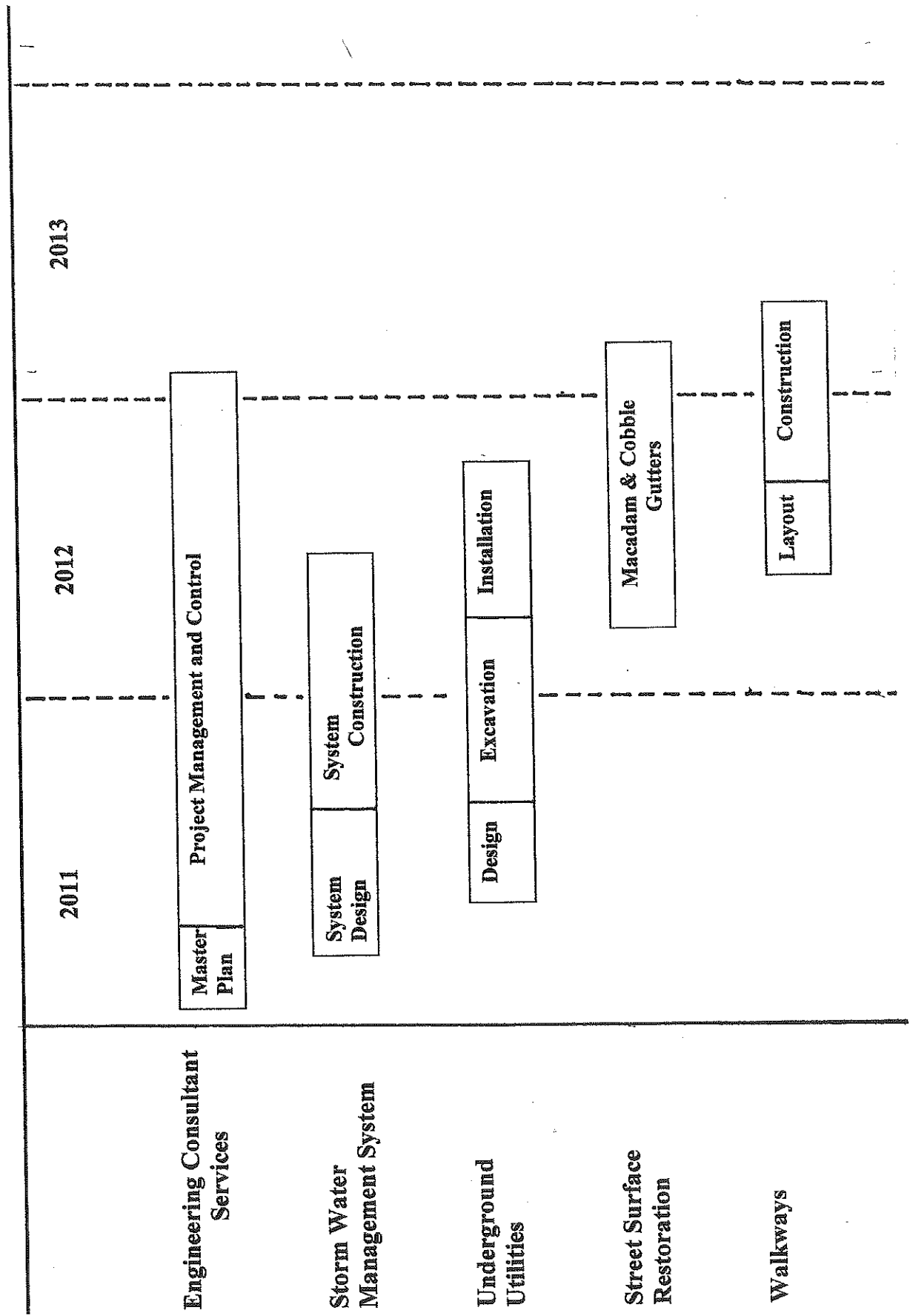
However, we cannot succeed without additional funding support. The \$1.334 million federal grant requires a match of \$333,450 – which is a little less than the annual budget of the Town. While we have already obtained \$132,000 of this match, **the project still requires an additional \$200,000**. We must meet the match by August, 2010 or the project could be in jeopardy.

We are seeking the support of WV Governor Joe Manchin, WV Secretary of Transportation Paul Mattox, the WV state legislative delegation, local town and county governments and other key parties to ensure that the \$1.4+ million in resources already obtained does not go unused, and that the Potomac Street Project can succeed. Potomac Street is not protected by the Harpers Ferry National Historical Park. We must preserve it ourselves, and we are requesting contributions toward the remaining \$200,000 that is required for the match.

*For more information, contact Mayor Jim Addy at [hfmayor@aol.com](mailto:hfmayor@aol.com) or the Foundation's President, Al Alsdorf at [alsdorf@comcast.net](mailto:alsdorf@comcast.net)*

# Potomac Street Project

## Phase I Schedule



## How your donation will be leveraged

- We already know that Potomac Street is a profoundly important historic preservation project but there are also other things about the project that are economically important.
- Each dollar donated to the match ensures 4 more federal dollars will be spent in Jefferson County. \$100,000 of matching means we do not have to leave \$400,000 of federal funds on the table.
- With the new Chesapeake Bay court decisions, control of the storm water runoff must now be part of comprehensive storm water abatement projects designed to protect the Chesapeake. This will involve the town of Harpers Ferry, Harper Ferry National Park, The designers of the new Hilltop House hotel and possibly the town of Bolivar. This court decision will more than likely make other grant money from locations like the Chesapeake Bay Trust available to the town while we are solving storm water abatement and drainage problems for Potomac street.
- Harpers Ferry has very little parking in or near it's only business district in lower town. This limits the clientele of the shopping district to NPS visitors thus limiting business income. With the advent of a large part of the population starting to take up bicycling, there are ever increasing numbers of cyclists now visiting the town from the C&O Canal Path and a whole new industry of cycling outfitters is springing up to support these touring cyclists. The best part of it is they do not require very much parking space. Just cycle racks.
- To meet requirements of the new cycle touring phenomena, Amtrak has just recently began to allow cyclists to Roll on and Roll off of the trains that stop in Harper Ferry. We want these cyclists to be greeted by an inviting cycle friendly area as they come off of the ATC Bridge and as they disembark from the train. We envision Potomac Street to be this area.
- There is also new work starting and old plans being revisited in the county to look at how to make the entire area more cycle friendly to entice cycling visitors out into Jefferson County. It is now quite probably that a restored Potomac Street with an extension that goes out along the river is destined to become part of a set of cycle paths that provide access to other area in the county.
- These same cyclists also stay overnight and require dinner after they arrive and breakfast before they leave thus driving up the county and town revenues.

#6

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

**AGENDA REQUEST FORM**

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: 20 minutes

Date Requested – 1<sup>st</sup> Choice: August 5, 2010

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

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

Cell Tower amendments are already underway

Subject: **Schedule of Upcoming Zoning Ordinance Amendments**

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

With a new Zoning Administrator hired, one of the first substantial tasks that he will be heading up is the review and potential rewrite of sections of the Zoning Ordinance. Attached is a draft schedule of amendment provided to the Planning Commission in May and updated in July. As previously discussed, the first staff efforts will be directed at correcting all references to the old Subdivision Regulations, minor edits of typos, grammar and formatting, and making updates related to the state law. Based on citizen input, the Planning Commission has also initiated the proposed amendment to the cell tower provisions to be considered immediately.

The Planning and Zoning staff are further recommending that the other proposed amendments be addressed as separate amendments that may be under consideration at the same time, but are recommended independently of each other. This will allow opportunity for policy input and addressing of concerns or public comment on a topic by topic basis. As with the Subdivision Regulations amendments that are currently underway, final action is required after a public hearing by the County Commission.

There are numerous concerns regarding the Zoning Ordinance and its interpretation. Discussion of some of the following zoning issues may also result in proposed amendments to the Subdivision Regulations. Staff recommends the following scenario for addressing the zoning issues:

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

**No action at this time**

Attachments:

**Memo to PC dated July 27, 2010**

**JEFFERSON COUNTY, WEST VIRGINIA**  
**Department of Planning & Zoning**  
 116 East Washington Street, 2<sup>nd</sup> Floor  
 P.O. Box 338  
 Charles Town, West Virginia 25414

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

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

**MEMO**

**TO:** Planning Commission Members  
**FROM:** Jennifer M. Brockman, AICP, Director, Planning and Zoning  
 Steve Barney, Zoning Administrator  
**DATE:** July 27, 2010  
**RE:** Next Steps – Proposed Strategy for Zoning Ordinance Amendments

Now that Steve Barney is on board, one of the first substantial tasks that he will be heading up is the review and potential rewrite of sections of the Zoning Ordinance. The following is a modified version of a table provided to the Planning Commission in May. As previously discussed, the first staff efforts will be directed at correcting all references to the old Subdivision Regulations, minor edits of typos, grammar and formatting, and making updates related to the state law. The Commission has also initiated the proposed amendment to the cell tower provisions to be considered immediately.

Once these tasks are accomplished, we are recommending that the other proposed amendments be addressed as separate amendments that may be under consideration at the same time, but are recommended independently of each other. This will allow opportunity for policy input and addressing of concerns or public comment on a topic by topic basis. As with the Subdivision Regulations amendments that are currently underway, final action is required after a public hearing by the County Commission.

There are numerous concerns regarding the Zoning Ordinance and its interpretation. Discussion of some of the following zoning issues may also result in proposed amendments to the Subdivision Regulations. Staff recommends the following scenario for addressing the zoning issues:

Time Frame	Topic	Possible Subcommittee
August – October 2010	Clean up language that references 1979 Subdivision Ordinance and replace with references to 2008 Subdivision Regulations  Reformat for ease of use and clean up typographical errors  Add language that includes relevant portions of SB 595, the urban growth boundary provisions, and other relevant sections of WV Code as advised by legal counsel  Create a clear section that delineates the WV Code provisions regarding the Board of Zoning Appeals' roles and responsibilities and the Planning Commission's roles and responsibilities,	The BZA is interested in holding a joint meeting to examine issues with the Zoning Ordinance and in particular to assist with the section of the ordinance that addresses their responsibilities

	including provisions of Article 3	
Mid - July – Mid – Sept. 2010	Amendments to Cell Tower Provisions	Recommend kicking off with a meeting inviting representatives of the industry to give feedback on a new draft ordinance
Mid – September – end of November 2010	Rewrite of Sign Regulations	Recommend a subcommittee including a representative of the PC, the BZA and at least one "stakeholder" type open meeting for input
September – October 2010	Strengthen provisions related to Historic Preservation and protection of freestanding historic structures	Recommend a working committee that includes representation from the Historic Landmarks Commission to work with staff on a proposal
October – December 2010	Address Rural/Agricultural Zone Issues	Recommend a working committee that includes representation of the agricultural community to work with staff on a proposal that clarifies the intent of the ordinance as currently written and proposes wording to clarify intent
November – January 2011	Review Parking Requirements and consider alternatives that meet the Chesapeake Bay goals	Planning and Engineering staff
November – January 2011	Consider amending Nonconforming Use provisions	Recommend a working committee that includes representation from the PC, the BZA, and the development community
December – February 2011	Review Proposed and Conditional Uses and design standards (ie: height, setbacks, lot size) in all non-Rural Zoning Districts (Residential Growth, Commercial/Industrial and Residential/Light Industrial/Commercial and Village zoning districts)	
November – February 2011	Address Environmental Concerns including steep slopes	Recommend developing a stakeholders committee that includes representation of a variety of interest groups
January - March 2011	Home Occupation and Cottage Industries	Recommend a working committee that includes representation from home-based business operators and the PC

January - April 2011	Review of Articles 6 and 7 DRS system	Recommend a working committee that includes representation from the PC and the development community
On-going throughout	Review and Amend Definitions	Staff

The Jefferson County Commission wishes to express its deep concern that a modification in the West Virginia Code from the Legislature's 2009 Session, specifically rules promulgating the creation of Brownfield Economic Development Districts (WV Code 5B-2-6a and 6b) has resulted in conditions whereby any, very large proposed project with enormous impacts on a County's infrastructure, is not, in any way, subject to even a courtesy review of its specifics by any local ~~County~~ or municipal ~~authority~~.

Moreover, the Code of State Rules 145-11 that implement this new law are <sup>written</sup> ~~designed~~ so that the State office reviewing the application have no means at hand to confirm that the elements of the application submitted for their Office's review and approval is indeed, accurate or current. The rules and law provide no mechanism to verify, if, as the Code requires, ~~provides~~ "clear and convincing evidence" that the project should be approved.

We urge you to communicate our concerns to your colleagues and to ~~the~~ Governor Manchin.

**NOTICE OF PUBLIC HEARING**  
**Site Improvements Bonding & Bond Surety Policy**

The County Commission of Jefferson County will hold a Public Hearing on Thursday, August 5, 2010, at 1:30 p.m. The meeting will be held in the Old Charles Town Library Meeting Room located at 200 East Washington Street, Charles Town, West Virginia 25414. The purpose of the public hearing is to receive comments on the proposed Site Improvements Bonding & Bonding Policy.

Land Development  
**Site Improvements Bonding & Bond Surety Policy**

**Draft Policy Presentation to County Commission**

**June 17, 2010**

- On May 7, 2009, Mike Wiley and Carla Coffey appeared before the County Commission, on behalf of the local land development and building industry, and proposed changes to the County Commission's bonding policy.
  - As a result of the presentation and request, "the County Commission directed that a committee be formed to review the current bonding policy and determine if amendments to the policy may be beneficial to the County, lending institutions and the development community.
  - On February 17, 2010, the committee submitted to the County Commission a report with ten recommendations (pages 11 – 13) for changes to the bonding policy. As a result of this presentation, the County Commission directed the committee to draft a new bonding policy.
  - The draft bonding policy before you combines the requirements of the current bonding policy with the ten recommendations from our report. The policy includes the following:
    1. The written policy and procedures; and
    2. Appendix A – templates for the Bond Agreement forms for the four different project bonding scenarios; and
    3. Appendix B – templates for the different scenarios of providing bond surety. There are three types of surety:
      - Irrevocable Letter-of-Credit
      - Cash-in-Escrow
      - Performance/Surety Bond (includes the bond agreement)
- The bond agreement and bond surety forms from Fredrick, MD, Loudon County and Montgomery Counties, VA, and Winchester, VA were used as models for developing these forms and templates. The language was similar across all jurisdictions.
4. Appendix C - is the template for the Tolling of Bonding Agreement.

- The bonding policy, agreement and surety forms, and the Tolling of Bonding Agreement, were reviewed by the County's attorney and changes to the language were made as directed.
- In summary, during the past year, the committee has performed research and gathered information in order to better understand the various forms of bonding, and to determine how other jurisdictions handle bonding. The proposed bonding policy is a result of what we believe to be the best practices for Jefferson County. We believe that the written bonding policy and procedures is clearer than the current bonding policy; and along with the templates contained in the appendices, is the complete tool box for managing bonding of land development projects in Jefferson County.

It is my understanding from the February 17<sup>th</sup> meeting that the County Commission wants to hold a public hearing on the proposed bonding policy before considering adopting it.

JEFFERSON COUNTY

Land Development

**SITE IMPROVEMENTS BONDING & BOND SURETY POLICY**

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

All required bonding shall be provided by the owner/developer, approved by staff, and in place prior to the recordation of the subdivision final plat or the issuance of a permit for a land development project, in accordance with this policy.

1. Projects That Require Construction Bonds & Bond Surety:

When required, the owner/developer shall provide a construction bond as a guarantee that the site improvements will be completed and installed in accordance with the approved plans. The construction bond shall be secured with an acceptable form of surety. Projects requiring a construction bond and bond surety are as follows:

- A. Approved subdivisions of land requiring site/infrastructure improvements; and
- B. Commercial (for-profit & non-profit), industrial, institutional, religious facilities, and multi-family residential development projects, etc., that require a site plan and site improvements.

2. Bonding Arrangements:

- A. Bonding arrangements cannot be made prior to Planning Commission approval of a project.
- B. The owner/developer's engineer of record shall provide a complete and accurate bond estimate in a format acceptable to the Chief County Engineer. The bond estimate shall be based on the estimated costs of the site improvements utilizing current market rates. However, in no event shall the estimated cost be less than the unit costs provided by the Jefferson County Engineering Department. The unit costs are subject to change from time to time, as deemed necessary by the Chief County Engineer.
- C. A 15% contingency amount shall be added to the bond estimate. However, for projects with estimated construction costs under \$100,000.00, the minimum bond contingency amount shall be \$15,000.00.
- D. After the Chief County Engineer approves the construction bond amount, the developer shall submit the bond surety to the Bonding Administrator. The Bonding Administrator will then prepare the

construction bond documents (**See Appendix A**). Upon notification by the Bonding Administrator that the construction bond and bond surety documents are in order and in accordance with this Construction Bond and Bond Surety Policy, the County Commission president or County Administrator may affix their signature to the bond; this will constitute acceptance by the County Commission of Jefferson County, with no additional approvals required by them. All such action shall be reported to the County Commission as an agenda information item at their next meeting.

3. Length of Construction Bonds:

The initial bond shall be effective for a 2-1/2 year period. The developer shall have 2-1/2 years to complete the site improvements and infrastructure work unless time extensions are granted in accordance with this policy.

4. Time Extensions of Construction Bonds:

Upon written request by the developer, the staff may grant two additional 1-1/2 year time extensions for completion of all site improvements, for a total of 5-1/2 years, provided that:

- A. All occupied dwelling units are served by a road that is totally improved with the exception of the top/finish coat of asphalt; and
- B. All erosion and sediment control measures are in place in accordance with the approved sediment and erosion control plan and functioning properly; and
- C. The stormwater management facilities are in place and functioning as either temporary sediment traps per the sediment and erosion control plan, or as permanent stormwater management basins that are protected from discharging sediment from undisturbed areas on the project site. In either case, the stormwater management facility shall itself be stabilized; and
- D. Existing infrastructure that has failed is satisfactorily reconstructed; or redesigned if necessary and additional surety provided; and
- E. Elements of the preliminary plat or site plan that are not constructed, are reviewed for compliance with the current design standards; and the preliminary plat or site plan elements not meeting current standards, at the discretion of the Chief County Engineer and where practical, are redesigned or modified to meet current standards; and
- F. The bond amount is re-evaluated to determine if the amount is still adequate; and
- G. The bond amount is increased and additional surety provided if the bond amount is determined to be inadequate; and

- H. The owner/developer paid the non-refundable processing fee for the bond time extension request, in accordance with the prevailing fee schedule.

Time extensions beyond the 5-1/2 year time period may only be considered by the County Commission and may be granted for justifiable reasons on a case-by-case basis.

5. Approved Forms of Bond Surety:

- A. Acceptable forms of bond surety are limited as follows:

1. Irrevocable Letter-of-Credit (see Appendix B) from any FDIC-insured bank or lending institution within 150 miles of Charles Town, West Virginia; or
2. Cash-in-Escrow (see Appendix B) that is escrowed at any FDIC-insured bank or lending institution within 150 miles of Charles Town, West Virginia; or
3. Performance/Surety Bond (see Appendix B) from an acceptable surety bond provider; shall be allowed for projects with estimated construction cost equal to or greater than \$50,000.

- B. Surety documents shall be formatted as required by this policy unless other format is approved by the County Administrator or the County Commission in writing.

- C. Parties other than the owner/developer may provide the surety and execute the construction bond; provided, however, that the third-party adds their signature to the statement of acceptance on the associated construction plans and plat.

6. Renewal of Bond Surety:

- A. Irrevocable Letters-of-Credit:

The owner/developer or surety provider is required to renew any surety before it expires and provide evidence of renewal to the Bonding Administrator a minimum of 30 days prior to the surety's expiration date.

Approximately 90 days prior to the expiration of a letter-of-credit, the Bonding Administrator will notify the developer and the bank that an irrevocable letter-of-credit is due to expire and needs to be renewed by the bank. However, failure on the County's part to provide 90 days notice shall not preclude the County from their right to call-in sureties in

the form of a letter-of-credit prior to their expiration. The onus is on the owner/developer to renew the letter of credit before it expires.

B. Cash-in-Escrow:

Surety in the form of cash-in-escrow will not have an expiration date and shall run for the duration of the construction bond/project.

C. Surety Bonds:

Surety in the form of a surety bond shall be in effect for a minimum of one (1) year and shall automatically renew for additional minimum terms of one (1) year unless, and until, the surety provider shall give sixty (60) days prior written notice by certified mail, return receipt requested, to:

Bonding Administrator  
Jefferson County Engineering Department  
116 East Washington Street, Suite 100  
Charles Town, WV 25414

of its intent to terminate the surety bond at the expiration of the sixty (60) day period.

7. Land Development Site Inspections:

After the initial installation of the erosion and sediment control devices have been inspected and approved, all subsequent land development milestone site inspections, re-inspections, and legitimate complaint inspections shall be performed at a cost to the owner/developer in accordance with the prevailing fee schedule. County discretionary inspections shall not be assessed the fee.

8. Bond Reductions & Bond Releases:

A. As installation of the site improvements progresses, the owner/developer may make written request for periodic bond reductions. Bond reduction requests shall be for a minimum of \$100,000 of work but not more than 3 requests may be submitted per calendar year. The developer's engineer shall submit an itemized bond reduction request in a format acceptable to the Chief County Engineer.

For projects under \$100,000, the full \$15,000 contingency amount shall remain in full force until the project's bond is fully released; and

For bond estimates equal to or less than \$333,333, the full initial bond contingency amount (\$15,000 min to \$50,000 max) shall remain in force until the project's bond is fully released; and

For bond estimates greater than \$333,333, the initial contingency amount may be reduced in a pro-rated manner along with periodic bond reductions; but, the total bond amount shall never be reduced to less than \$50,000 or 10% of the total original bond amount, whichever is greater, and shall remain in force until the work is 100% complete and the project's bond is fully released.

- B. Upon completion of all site improvements, the owner/developer may make a written request for final release of the remaining bond amount. The owner/developer's engineer shall submit an itemized bond release request in a format acceptable to the Chief County Engineer.

In the event that a previously approved and released component of the site improvements has failed before the final bond release, no further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement, or re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

- C. Upon review and approval of the bond reduction request or the bond release request by the staff, the Bonding Administrator will submit a County Commission agenda item request in accordance with the County Commission's policy. The County Commission will schedule the item on their agenda and the staff will appear before the County Commission at their regularly scheduled meeting and present the request to them for their consideration and approval.

- D. The owner/developer shall pay a non-refundable processing fee for each bond reduction request and bond release request, in accordance with the prevailing fee schedule.

9. Default by the Owner/Developer:

In the event the owner/developer defaults in their obligation to complete the required site improvements and infrastructure work, the County Commission may "call-in" the bond and use the surety to complete the project. All costs incurred by the County shall be recoverable and are considered valid charges against the surety; this includes, but is not limited to, construction costs, administrative costs, and legal fees, including costs incurred for both in-house and/or contracted services.

10. Tolling of Bonding:

During periods of economic downturn (i.e., downturn in housing market due to economic conditions, loss of source of project financing/capitol necessary to begin the project, etc.), as determined by the Jefferson County Commission, the owner/developer may defer construction and obtain temporary partial

release of construction bond and surety on projects that are recorded and bonded, but have not started construction of site improvements and/or sold any lots or portions of the subdivided parcel. This is known as "Tolling of Bonding. Tolling of Bonding shall only be allowed to occur one time on each phase of each subdivision project. A bond of \$10,000 shall remain in place during the course of any tolling of bonding agreement.

The "Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions" (see **Appendix C**) shall be executed by the developer.

The tolling of construction shall require that no construction and installation of site improvements shall be allowed to start until the developer has re-posted the full bond amount, and that the bond amount shall be in accordance with the bonding unit cost figures in effect at that time; and

The tolling of construction shall require the recording of a document in the County Clerk's office - for purposes of notifying the public through title search - that the lots are restricted from being sold, and that no building permits will be issued on these lots until the developer has restored the full bond amount and the restriction is lifted by the Jefferson County Commission via a document recorded in the County Clerk's Office; and

The tolling of bonding shall have a sunset provision whereby the lots shall be un-platted (merged) upon expiration of the sunset provision, unless the bond and surety are re-posted in its entirety prior to the sunset provision expiration date. The owner/developer shall execute a merger deed at the time of executing the agreement. The merger deed shall be held by the Bonding Administrator and only recorded in the Office of the County Clerk upon expiration of the sunset provision and upon directive of the County Commission of Jefferson County, unless the bond and surety are re-posted in its entirety prior to the sunset provision expiration date; and

The tolling of construction shall not apply to projects where construction of the site improvements has already begun.

The Owner/Developer, or their agent, acknowledges receipt of the Jefferson County Construction Bonding and Bond Surety Policy.

(Owner/Developer/Agent)

\_\_\_\_\_ (print name)

\_\_\_\_\_ (title)

\_\_\_\_\_ (company/organization name)

\_\_\_\_\_ (mailing address)

\_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code)

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

## Appendix A

### Bond Agreement Forms

Form No.	Type	Surety Type	Project Type
A-1	Bond Agreement	Irrevocable Letter of Credit	Subdivision
A-2	Bond Agreement	Irrevocable Letter of Credit	Site Plan
A-3	Bond Agreement	Cash-in-Escrow	Subdivision
A-4	Bond Agreement	Cash-in-Escrow	Site Plan
Performance/Surety Bond – See Appendix B			

**Form A-1**  
**(Subdivisions)**

BOND AGREEMENT - IRREVOCABLE LETTER-OF-CREDIT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,  
(Applicant/Developer Name & Subdivision Name), (Mailing/Street Address, City,  
State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF  
JEFFERSON COUNTY, a West Virginia public corporation with control and  
supervisory functions over the Jefferson County Planning Commission, in the penal  
sum of

\$ \_\_\_\_\_ *(Dollar amount in figures)*

\_\_\_\_\_ *(Dollar amount in words),*

for the completion of erosion and sediment control devices, storm water management  
measures, site grading & drainage, roadways, water and sewer systems, utility lines,  
paving, property corners, and all other site improvements and associated  
appurtenances, for the payment of which, well and truly to be made, it binds itself, it  
successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County  
Planning Commission has approved and consented to the recordation in the Office of  
the County Clerk of Jefferson County, the Final Plat of the  
(Name of Subdivision), (Phase of Subdivision), (Lot Numbers) and residue, a  
subdivision of lands of (Name of Property Owner), the property is located (Route No.,  
Road Name, Mile Marker, etc.), which is to consist of (No. and type of lots), on (No.  
of Acres), more or less, with roadways and appurtenances thereto, for the purpose of  
selling such lots and appurtenances thereto to buyers thereof, and whereas, the site  
improvements required to be made on such subdivision, as required by the Jefferson  
County Subdivision Ordinance and the construction plans have not yet been made,  
which improvements are detailed in Planning Commission file no. (JCPC file no.).

NOW THEREFORE, if the developer of the (Applicant/Developer Name &  
Subdivision Name), shall well and truly complete the construction and installation of  
such site improvements by (bond expiration date), and pay all costs attendant

thereto, in compliance with the Jefferson County Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Construction Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.
3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that required improvements have been satisfactorily completed. Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

B. The Bond is secured by an Irrevocable Letter-of-Credit (LOC #), dated the

\_\_\_\_\_ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above irrevocable letter-of-credit as security, the following conditions shall apply:

1. The Irrevocable Letter-of-Credit in the amount of \$\_\_\_\_\_ shall be attached to this document and made a part hereof; and
2. The irrevocable letter of credit shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
3. An irrevocable letter-of-credit shall remain in full force and effect as security for this Bond until such time as the bond is released.

**The letter of credit shall be renewed by (Name of Applicant/Developer Name & Subdivision Name), thirty (30) days prior to the expiration of the letter-of-credit, in order to provide uninterrupted security for this bond.**

**EXPIRATION DATES FOR ALL LETTERS-OF-CREDIT SHALL BE EITHER JANUARY 15<sup>TH</sup> OR JULY 15<sup>TH</sup> OF A GIVEN YEAR.**

4. Signed draft requests against the irrevocable letter-of-credit will be made by the Jefferson County Commission (beneficiary) for one or both of the two following reasons:
  - A. Failure on the part of (Applicant/Developer Name & Subdivision Name), to complete improvements according to the terms of this bond.
  - B. Failure on the part of (Applicant/Developer Name & Subdivision Name), to renew the irrevocable letter-of-credit thirty (30) days prior to the expiration date.

5. Drafts made against the irrevocable letter-of-credit by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.
  
6. Drafts made against the irrevocable letter-of-credit for reason 4A above, will be used by the Jefferson County Commission to complete or procure the completion of improvements herein above required.
  
7. Drafts made against the irrevocable letter-of-credit for reason 4B above, will be escrowed with a local bank or savings and loan association by the Jefferson County Commission and will be held, during the life of this bond, for the purpose of guaranteeing improvements herein above required.

Witness the following signatures and seals:

WITNESS:

*(Applicant/Developer Name)*

*(Subdivision Name)*

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

WITNESS:

COUNTY COMMISSION OF JEFFERSON  
COUNTY,  
WEST VIRGINIA

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**Form A-2**  
**(Site Plans)**

**BOND AGREEMENT - IRREVOCABLE LETTER-OF-CREDIT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Owner/Developer Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF JEFFERSON COUNTY, a West Virginia public corporation with control and supervisory functions over the Jefferson County Planning Commission, in the penal sum of

\$ \_\_\_\_\_ (*Dollar amount in figures*)  
\_\_\_\_\_ (*Dollar amount in words*),

for the completion of erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County Planning Commission has approved and consented to the issuance of Improvement Location Permit(s) for property located on (describe location of property, lot no., route no., street name, etc.), which is to consist of (generally describe the project), with associated site improvements and appurtenances thereto, on (# of acres), more or less, and whereas the improvements required to be made on such project, as required by the Jefferson County Improvement Location Permit Ordinance, have not yet been made, which improvements are detailed in Planning Commission File No. (JCPC file no.)

NOW THEREFORE, if the developer of the (Owner/Developer Name), shall well and truly complete the construction and installation of such site improvements by (bond expiration date), and pay all costs attendant thereto, in compliance with the Jefferson County Improvement Location Permit Ordinance and Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Construction Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.
3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that required improvements have been satisfactorily completed. Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

B. The Bond is secured by an Irrevocable Letter-of-Credit (LOC #), dated the \_\_\_\_\_ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of

Planning & Zoning and the Engineering Department. By acceptance of the above irrevocable letter-of-credit as security, the following conditions shall apply:

1. The Irrevocable Letter-of-Credit in the amount of \$ \_\_\_\_\_ shall be attached to this document and made a part hereof; and
2. The irrevocable letter of credit shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
3. An irrevocable letter-of-credit shall remain in full force and effect as security for this Bond until such time as the bond is released.

**The letter of credit shall be renewed by (Name of Applicant/Developer Name & Subdivision Name), thirty (30) days prior to the expiration of the letter-of-credit, in order to provide uninterrupted security for this bond.**

**EXPIRATION DATES FOR ALL LETTERS-OF-CREDIT SHALL BE EITHER JANUARY 15<sup>TH</sup> OR JULY 15<sup>TH</sup> OF A GIVEN YEAR.**

4. Signed draft requests against the irrevocable letter-of-credit will be made by the Jefferson County Commission (beneficiary) for one or both of the two following reasons:
  - A. Failure on the part of (Applicant/Developer Name & Subdivision Name), to complete improvements according to the terms of this bond.
  - B. Failure on the part of (Applicant/Developer Name & Subdivision Name), to renew the irrevocable letter-of-credit thirty (30) days prior to the expiration date.

- 
5. Drafts made against the irrevocable letter-of-credit by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.
  
  6. Drafts made against the irrevocable letter-of-credit for reason 4A above, will be used by the Jefferson County Commission to complete or procure the completion of improvements herein above required.
  
  7. Drafts made against the irrevocable letter-of-credit for reason 4B above, will be escrowed with a local bank or savings and loan association by the Jefferson County Commission and will be held, during the life of this bond, for the purpose of guaranteeing improvements herein above required.

Witness the following signatures and seals:

WITNESS:

*(Applicant/Developer Name)*  
*( Project Name)*

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

WITNESS:

COUNTY COMMISSION OF JEFFERSON  
COUNTY,  
WEST VIRGINIA

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**Form A-3  
(Subdivisions)**

BOND AGREEMENT – CASH-IN-ESCROW

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,  
(Applicant/Developer Name & Subdivision Name), (Mailing/Street Address, City,  
State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF  
JEFFERSON COUNTY, a West Virginia public corporation with control and  
supervisory functions over the Jefferson County Planning Commission, in the penal  
sum of

\$ \_\_\_\_\_ *(Dollar amount in figures)*  
\_\_\_\_\_ *(Dollar amount in words),*

for the completion of erosion and sediment control devices, storm water management  
measures, site grading & drainage, roadways, water and sewer systems, utility lines,  
paving, property corners, and all other site improvements and associated  
appurtenances, for the payment of which, well and truly to be made, it binds itself, it  
successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County  
Planning Commission has approved and consented to the recordation in the Office of  
the County Clerk of Jefferson County, the Final Plat of the  
(Name of Subdivision), (Phase of Subdivision), (Lot Numbers) and residue, a  
subdivision of lands of (Name of Property Owner), the property is located (Route No.,  
Road Name, Mile Marker, etc.), which is to consist of (No. and type of lots), on (No.  
of Acres), more or less, with roadways and appurtenances thereto, , for the purpose  
of selling such lots and appurtenances thereto to buyers thereof, and whereas, the  
site improvements required to be made on such subdivision, as required by the  
Jefferson County Subdivision Ordinance and the construction plans have not yet  
been made, which improvements are detailed in Planning Commission file no.  
(JCPC file no.).

NOW THEREFORE, if the developer of the (Applicant/Developer Name &  
Subdivision Name), shall well and truly complete the construction and installation of

such site improvements by (bond expiration date), and pay all costs attendant thereto, in compliance with the Jefferson County Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Construction Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.
3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that required improvements have been satisfactorily completed. Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

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B. The Bond is secured by Escrow Agreement ), dated the \_\_\_\_ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above Escrow Agreement as security, the following conditions shall apply:

1. The Escrow Agreement shall be in the amount of \$ \_\_\_\_\_ shall be attached to this construction bond agreement and made a part hereof; and
2. The Escrow Agreement shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
3. An Escrow Agreement shall remain in full force and effect as security for this Bond until such time as the bond is released.
4. Signed draft requests against the Escrow Agreement will be made by the Jefferson County Commission (beneficiary) for failure on the part of (Applicant/Developer Name & Subdivision Name), to complete the improvements according to the terms of this construction bond.
5. Drafts made against the Escrow Agreement by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.

Witness the following signatures and seals:

WITNESS:

*(Applicant/Developer Name)*  
*(Subdivision Name)*

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

WITNESS:

COUNTY COMMISSION OF JEFFERSON  
COUNTY,  
WEST VIRGINIA

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**Form A-4**  
**(Site Plans)**

BOND AGREEMENT – CASH-IN-ESCROW

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Owner/Developer Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF JEFFERSON COUNTY, a West Virginia public corporation with control and supervisory functions over the Jefferson County Planning Commission, in the penal sum of

\$ \_\_\_\_\_ *(Dollar amount in figures)*

\_\_\_\_\_ *(Dollar amount in words),*

for the completion of erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County Planning Commission has approved and consented to the issuance of Improvement Location Permit(s) for property located on (describe location of property, lot no., route no., street name, etc.), which is to consist of (generally describe the project), with associated site improvements and appurtenances thereto, on (# of acres), more or less, and whereas the improvements required to be made on such project, as required by the Jefferson County Improvement Location Permit Ordinance, have not yet been made, which improvements are detailed in Planning Commission File No. (JCPC file no.)

NOW THEREFORE, if the developer of the (Owner/Developer Name), shall well and truly complete the construction and installation of such site improvements by (bond expiration date), and pay all costs attendant thereto, in compliance with the Jefferson County Improvement Location Permit Ordinance and Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Construction Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.
3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that required improvements have been satisfactorily completed. Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

B. The construction bond is secured by an Escrow Agreement, dated the \_\_\_\_\_ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning &

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Zoning and the Engineering Department. By acceptance of the above escrow agreement as security, the following conditions shall apply:

1. The Escrow Agreement shall be in the amount of \$\_\_\_\_\_ and shall be attached to this construction bond agreement and made a part hereof; and
2. The Escrow Agreement shall be clearly written to provide the beneficiary with direct and immediate access to the funds upon submission by the beneficiary of a written and signed draft request; and
3. An Escrow Agreement shall remain in full force and effect as security for this Bond until such time as the bond is released.
4. Signed draft requests against the Escrow Agreement will be made by the Jefferson County Commission (beneficiary) for failure on the part of (Applicant/Developer Name & Site Plan Name), to complete improvements according to the terms of this construction bond.
5. Drafts made against the Escrow Agreement by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.

Witness the following signatures and seals:

WITNESS:

*(Applicant/Developer Name)*

*(Project Name)*

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

WITNESS:

COUNTY COMMISSION OF JEFFERSON  
COUNTY,  
WEST VIRGINIA

\_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

## Appendix B

### Bond Surety Forms

Form No.	Surety Type	Project Type
B-1	Irrevocable Letter of Credit	Subdivision
B-2	Irrevocable Letter of Credit	Site Plan
B-3	Cash-in-Escrow	Subdivision
B-4	Cash-in-Escrow	Site Plan
B-5	Surety Bond	Subdivision & Site Plan

**Form B-1**  
**(Irrevocable Letter-of-Credit - Subdivision)**

Bank Name  
Address  
Telephone Number

Date

County Commission of Jefferson County  
110 East Washington Street  
P.O. Box 250  
Charles Town, WV 25414

Re: Irrevocable Letter-of-Credit # \_\_\_\_\_ Amount \$ \_\_\_\_\_

Dear Jefferson County Commission:

By this letter, (Bank Name) hereby establishes an Irrevocable Letter-of-Credit, No. \_\_\_\_\_, and authorizes you to draw on us for the account of (Project Name/Borrower) up to an aggregate amount of \$ \_\_\_\_\_, subject to the terms and conditions stated herein.

Draws under this Letter-of-Credit are available by your draft presented to our Bank at its (Bank's Location), on or before its expiration on (January 15<sup>th</sup> or July 15<sup>th</sup> of a given year), and accompanied by the following documents:

1. A certification executed and signed by a duly authorized member of the County Commission of Jefferson County, West Virginia, that (Project Name/Borrower) has failed to perform its obligation under, and according to, the terms of that certain construction bond agreement, attached hereto and made a part hereof; and
2. The original Letter-of-Credit.

We hereby agree that drafts under and in compliance with the terms of this Letter-of-Credit will be duly honored if presented as aforesaid on or before its expiration on (January 15<sup>th</sup> or July 15<sup>th</sup> of a given year).

Except as otherwise stated herein, this credit is subject to the Uniform Commercial Code and shall be construed under the laws of the State of West Virginia. Any draft upon this Letter-of-Credit shall be marked "Drawn under (Bank Name) Letter-of-Credit" for (Project Name/Borrower) dated (Date of Letter-of-Credit).

Very Truly Yours,  
(Bank Name)  
(Signature of Bank Officer)  
(Type Bank Officer's Name & Title)  
(Date)

**Form B-2**  
**(Irrevocable Letter-of-Credit – Site Plan)**

Bank Name  
Address  
Telephone Number

Date

County Commission of Jefferson County  
110 East Washington Street  
P.O. Box 250  
Charles Town, WV 25414

Re: Irrevocable Letter-of-Credit # \_\_\_\_\_ Amount \$ \_\_\_\_\_

Dear Jefferson County Commission:

By this letter, (Bank Name) hereby establishes an Irrevocable Letter-of-Credit, No. \_\_\_\_\_, and authorizes you to draw on us for the account of (Project Name/Borrower) up to an aggregate amount of \$ \_\_\_\_\_, subject to the terms and conditions stated herein.

Draws under this Letter-of-Credit are available by your draft presented to our Bank at its (Bank's Location), on or before its expiration on (January 15<sup>th</sup> or July 15<sup>th</sup> of a given year), and accompanied by the following documents:

1. A certification executed and signed by a duly authorized member of the County Commission of Jefferson County, West Virginia, that (Project Name/Borrower) has failed to perform its obligation under, and according to, the terms of that certain construction bond agreement, attached hereto and made a part hereof; and
2. The original Letter-of-Credit.

We hereby agree that drafts under and in compliance with the terms of this Letter-of-Credit will be duly honored if presented as aforesaid on or before its expiration on (January 15<sup>th</sup> or July 15<sup>th</sup> of a given year).

Except as otherwise stated herein, this credit is subject to the Uniform Commercial Code and shall be construed under the laws of the State of West Virginia. Any draft upon this Letter-of-Credit shall be marked "Drawn under (Bank Name) Letter-of-Credit" for (Project Name/Borrower) dated (Date of Letter-of-Credit).

Very Truly Yours,  
(Bank Name)  
(Signature of Bank Officer)  
(Type Bank Officer's Name & Title)  
(Date)

**Form B-3**  
**(Cash-in-Escrow – Subdivision)**

**ESCROW AGREEMENT**

THIS AGREEMENT dated this \_\_\_\_ day of *(Month, Year)*, by and between *(Owner/Developer Name)*, having their address at *(Mailing/Street Address)*, *(City)*, *(State)*, *(Zip Code)*, party of the first part, and *(Bank Name)*, *(Mailing/Street Address)*, *(City)*, *(State)*, *(Zip Code)*, as Escrow Agent for the County Commission of Jefferson County, West Virginia, party of the second part.

WITNESSETH that the party of the first part has this day deposited with the party of the second part the sum of *(Dollar Amount in Words)*, *(Dollar Amount in Figures)*, as security for its undertaking to complete construction of the required erosion and sediment control devices, storm water management measures, site grading and drainage, paving, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and appurtenances to serve the *(Subdivision Name)*, *(Phase)*, as more particularly described in Planning Commission File *(JCPC file no)*. This construction is to be subject to the supervision and approval of the County Commission of Jefferson County acting by and through the Jefferson County Engineering Department. Construction must be completed by *(required completion date)*.

The parties hereto agree that the escrow agent shall hold the respective funds as security for the performance of said undertakings by the party of the first part, and that respective funds may not be released to the party of the first part without the approval in writing of the County Commission of Jefferson County.

In case of default, the escrow agent shall be obliged to turn over to the County Commission of Jefferson County the escrowed funds or any part thereof, for the completion of the required installations and improvements.

ATTEST: \_\_\_\_\_ *(Owner/Developer Name)*  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ *(Bank Name)*  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
**AFFIX BANK SEAL** TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Form B-4**  
**(Cash-in-Escrow – Site Plan)**

**ESCROW AGREEMENT**

THIS AGREEMENT dated this \_\_\_\_\_ day of *(Month, Year)*, by and between *(Owner/Developer Name)*, having their address at *(Mailing/Street Address)*, *(City)*, *(State)*, *(Zip Code)*, party of the first part, and *(Bank Name)*, *(Mailing/Street Address)*, *(City)*, *(State)*, *(Zip Code)*, as Escrow Agent for the County Commission of Jefferson County, West Virginia, party of the second part.

WITNESSETH that the party of the first part has this day deposited with the party of the second part the sum of *(Dollar Amount in Words)*, *(Dollar Amount in Figures)*, as security for its undertaking to complete construction of the required erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances to serve the *(Site Plan Name)*, as more particularly described in Planning Commission File *(JCPC file no)*. This construction is to be subject to the supervision and approval of the County Commission of Jefferson County acting by and through the Jefferson County Engineering Department. Construction must be completed by *(required completion date)*.

The parties hereto agree that the escrow agent shall hold the respective funds as security for the performance of said undertakings by the party of the first part, and that respective funds may not be released to the party of the first part without the approval in writing of the County Commission of Jefferson County.

In case of default, the escrow agent shall be obliged to turn over to the County Commission of Jefferson County the escrowed funds or any part thereof, for the completion of the required installations and improvements.

ATTEST: \_\_\_\_\_ *(Owner/Developer Name)*  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ *(Bank Name)*  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

**AFFIX BANK SEAL** TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Jefferson County, West Virginia**

**Subdivision & Site Plan**

**PERFORMANCE BOND**

**INSTRUCTIONS**

1. The following forms shall be used when a performance/surety bond is used. There shall be no deviation from this form without written approval of Jefferson County Commission or the County Administrator.
2. The full legal name, business address, and telephone number of both the Principal(s) and Surety(ies) shall be inserted in the spaces designated "Principal" and "Surety" on the face of the form. The Bond shall be signed by the person authorized to act on behalf of the Principal and the Surety. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority shall be furnished. For a power-of-attorney from a surety company to execute bonds, a certified copy of such power-of-attorney shall be submitted.
3. Surety, Fidelity, and Insurance Companies executing the Bond must be licensed to transact business in West Virginia by the West Virginia Insurance Commissioner. The surety provider shall provide to the County Commission of Jefferson County, the Obligee, a "Certificate of Good Standing" from the West Virginia Offices of the Insurance Commissioner. If the Surety Company was not organized under the laws of West Virginia, the bond must be countersigned by a resident agent licensed in West Virginia. The Company must have an A.M. Best rating of "A", or better, with a Financial Size Category (FSC) of "VII", or higher.
4. The name of each person signing this Bond must be typed or legibly printed in the space provided.
5. The "DATE BOND EXECUTED", as shown on the face of the Bond, must be

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the same as, or later than, the Bond Agreement that the Surety Bond secures.

6. The performance bond shall be submitted to:

Jefferson County Engineering Department  
P.O. Box 716  
116 East Washington Street  
Charles Town, WV 25414

Attention: Bonding Administrator

Phone: 304-728-3257

**(Remainder of Page Intentionally Left Blank)**



KNOW ALL MEN BY THESE PRESENTS, that, we, the Principal and Surety hereto recite and declare that:

1. We are held and firmly bound to the Obligee, the County Commission of Jefferson County, West Virginia (herein after called "County"), a political subdivision of the State of West Virginia, in the sum written above in lawful money of the United States of America, to be paid to the County, its successors or assigns, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect discharge its obligations under the project identified above and satisfactorily complete the required site improvements and appurtenances, as required by law, the approved plans (JCPC File No.) and/or permits, by (bond expiration date), then this Bond shall be void; otherwise, this Bond shall remain in full force until discharged in accordance with its terms, as determined by the County. This Bond shall only be terminated upon written release by the County Commission of Jefferson County, stating that the Principal/Developer has well and truly performed and fulfilled the obligations required under the approved subdivision or site plan and this Bond.
3. If Principal fails to complete its obligations, the County shall notify the Principal and Surety that they are in default. If such obligations are not then completed by the Principal and Surety within fifteen (15) days after notification by the County, the Surety shall pay the full penal sum amount of the Bond to the County within thirty (30) days of the initial notification referenced above. Payment by the Surety shall not be conditional on suit by the County. The County may extend the time period for completion of the Principal's and Surety's obligations; any time extension granted shall be in writing.
4. Surety expressly Waives any right to receive notice of, review, or approve any revisions to the approved project plans, and no such revision shall in any way affect the obligation of the Surety under this Bond.
5. In the event that any suit, action, or proceeding is brought by the County in order to enforce the provisions of this Bond, it is expressly agreed and understood that, regardless of when the breach of the underlying project obligations occurs, or the breach of this Bond occurs, the measure of damages recoverable shall be computed as the costs of completion or correction, or both, of the work required to be completed under the project, (1) at the time the work is actually completed and/or corrected to local and state approval and acceptance, or (2) at the time of final judgment of a court of competent jurisdiction; it is further expressly agreed and understood that the measure of damages shall include expenses attributable, but not limited to, administrative costs, litigation costs, attorney's fees, maintenance costs, deterioration, inflation, and any cost increases arising from delay occasioned by litigation, action, or proceedings necessary to enforce the provision of this

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Bond.

6. Nothing in the Bond shall be construed as creating an obligation upon the County to pay for the completion or correction of the work guaranteed under the provisions of this Bond.
7. By signatures, hereto, the Principal and the Surety do hereby expressly Waive any objection that they, or either of them, might interpose in the authority of the County to require each and every provision of the foregoing Bond.

**(Remainder of This Page Intentionally Left Blank. Signature Page Follows)**

BOND NO. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this BOND to be executed under the Seal as of the day and year on the date set forth above.

**PRINCIPAL / CO-PRINCIPAL**

SIGNATURE: \_\_\_\_\_ (SEAL)

NAME: \_\_\_\_\_  
(Typed)

TITLE: \_\_\_\_\_  
(Typed)

SIGNATURE: \_\_\_\_\_ (SEAL)

NAME: \_\_\_\_\_  
(Typed)

TITLE: \_\_\_\_\_  
(Typed)

(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively of the \_\_\_\_\_, whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

BOND NO. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this BOND to be executed under the seal as of the day and year on the date set forth above.

**CORPORATE SURETY**

NAME: \_\_\_\_\_  
(Typed)

ADDRESS: \_\_\_\_\_  
(Mailing Address)

TELEPHONE NO.: \_\_\_\_\_  
(City) (State) (Zip Code)  
(Typed)

STATE OF INCORPORATION OR ORGANIZATION: \_\_\_\_\_

LIABILITY LIMIT: \_\_\_\_\_

**Attorney(s)-In-Fact**

SIGNATURES: 1. \_\_\_\_\_ (SEAL) 2. \_\_\_\_\_ (SEAL)

NAME: \_\_\_\_\_  
(Typed) (Typed)

TITLE: \_\_\_\_\_  
(Typed) (Typed)

(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_

and \_\_\_\_\_, as \_\_\_\_\_

and \_\_\_\_\_, respectively of the \_\_\_\_\_,

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

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Appendix C

Tolling of Bonding Agreement

**AGREEMENT REGARDING BONDING OBLIGATIONS AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [*INSERT NAME OF PROPERTY OWNER*] ("Declarant"), and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

**WHEREAS**, Declarant is the owner of a certain tract of land located in Jefferson County, West Virginia, legally described in **Exhibit A** attached hereto (the "Land"); and

**WHEREAS**, the Land has been legally subdivided (the "Subdivision") into \_\_\_\_\_ (\_\_\_\_) single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on \_\_\_\_\_ (the "Subdivision Ordinance"), and as shown on that certain [*INSERT NAME OF SUBDIVISION PLAT*] recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in [*INSERT RECORDING INFO*] (the "Final Plat"); and

**WHEREAS**, Declarant posted a bond with the County Commission, in the form of [*a letter-of-credit/cash-in-escrow/surety bond*], in the amount of \$\_\_\_\_\_ (the "Existing Infrastructure Bond") to secure the completion of all infrastructure improvements to be made in connection with the development of the Subdivision (the "Infrastructure Improvements") as itemized on that certain Construction Bond – Estimate, dated \_\_\_\_\_ (the "Bond Estimate"), and approved by the Jefferson County Department of Planning, Zoning & Engineering (the "Department") on \_\_\_\_\_; and

**WHEREAS**, due to [*INSERT REASONS FOR DELAY IN DEVELOPMENT*], the Declarant has decided to delay construction of the Infrastructure Improvements and, accordingly, has requested that the County Commission modify the Declarant's original bonding obligations with respect to the Subdivision (the "Original Bonding Obligations") until such time as the Declarant commences construction of the Infrastructure Improvements; and

**WHEREAS**, the County Commission has determined that it is in the best interests of Jefferson County to modify the Original Bonding Obligations until such time as the Declarant commences construction of the Infrastructure Improvements subject to the condition that Declarant execute and record this Declaration which shall run with the Land and be enforceable by the County Commission.

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements hereinafter set forth, Declarant declares as follows:

1. **Incorporation of Recitals; Defined Terms.** The foregoing recitals are hereby incorporated into this Declaration by this reference as if fully set forth herein. Capitalized terms used herein and not defined or cross-referenced herein shall have the meanings ascribed to such terms in the Subdivision Ordinance.

2. **Modification of Original Bonding Obligations.**

(a) The County Commission's agreement to modify the Original Bonding Obligations shall be subject to the satisfaction of the following condition precedent (the "Modification Conditions"):

(i) The Declarant submits to the Department a \$10,000 Site Stability Bond.

(b) Upon satisfaction of the Modification Condition, the County Commission shall return the Existing Infrastructure Bond to the Declarant and the Original Bonding Obligations shall be deemed modified as follows:

(i) Unless and until Declarant commences the construction of any Infrastructure Improvements, the Declarant's bonding obligations with respect to Subdivision shall be limited to posting a \$10,000 Site Stability Bond with the County Commission and complying with the provisions of the Bonding Policy with respect to the Site Stability Bond; provided, however, that no infrastructure improvements shall be required to be made to the Land as a condition of keeping the Site Stability Bond in place.

(ii) No Infrastructure Improvements, including without limitation any Site Stability Work, shall occur or be permitted on the Land (other than mowing and other routine maintenance required to preserve the appearance of the Land and the health and safety of the community) unless and until the Declarant submits to the Department, and the Department approves, a new cost estimate for all Infrastructure Improvements, and the Declarant posts an approved surety with the County Commission in the amount of 115% of said estimate in accordance with the Bonding Policy (the "New Infrastructure Bond"). Upon posting of the New Infrastructure Bond, and provided Declarant is not then in default under this Declaration, the County Commission shall return the Site Stability Bond to the Declarant.

(iii) Once the New Infrastructure Bond has been posted with the County Commission, the County Commission shall hold the New Infrastructure Bond in accordance with the Bonding Policy and the Declarant shall thereafter comply with all provisions of the Bonding Policy. The County Commission shall be under no obligation to grant further modifications to the Declarant's bonding obligations with respect to the Subdivision. The provisions of this Section 2(b)(iii) shall survive termination of this Declaration.

3. **Covenant Not to Commence Construction.** In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, Declarant shall not commence, or cause any third party to commence, the construction of any Infrastructure Improvements, including without limitation any Site Stability Work.

**4. Covenant Prohibiting Construction of Homes or Sale or Transfer of Lots.**

In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, (a) Declarant shall not commence, or cause any third party to commence, the construction of any single family residence or other structure on any portion of the Land, and (b) Declarant shall not sell or transfer any Lot. Notwithstanding the foregoing, Declarant may transfer the entire Subdivision to a single transferee subject to the terms and provisions of this Declaration; provided, that such transferee expressly assumes the obligations of Declarant under this Declaration by a written agreement satisfactory to the County Commission.

**5. Default.**

(a) The failure of Declarant to observe or perform any of the covenants, conditions or obligations of this Declaration shall constitute a default under this Declaration. If Declarant fails to cure any default within thirty (30) days after the issuance of a notice by the County Commission, specifying the nature of the default; the County Commission may exercise any rights and remedies it may have hereunder or applicable law. Notwithstanding the foregoing, Declarant shall not be entitled to any notice of a violation of the covenant not to sell or transfer any Lot under Section 4(b) of this Declaration.

(b) The County Commission shall have the right to bring any proceedings at law or in equity against the Declarant for violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover actual damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by the Declarant or any other person of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions. All of the remedies permitted or available to the County Commission under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In any action brought by the County Commission pursuant to these provisions, the County Commission will be entitled to costs (including but not limited to its reasonable attorneys' fees). In addition, the County Commission shall have the right to draw on the Site Stability Bond and apply the proceeds thereof in accordance with the Bonding Policy.

(c) The maximum length of time for tolling the bond shall be four (4) years. At the time of executing this agreement, the Declarant shall execute a merger deed that merges the lots back into the parent tract. The merger deed shall be held by the Bonding Administrator for the Jefferson County Commission. If the Declarant fails to repost the New Infrastructure Bond and the Bond Surety within four (4) years of the date of this agreement, the County Commission shall have the right to record the merger deed and revoke all project approvals; and the \$10,000 Site Stability Bond shall be forfeited to the County Commission. The merger deed may not be recorded by the County Commission if the Declarant reposts the Construction Bond and Bond Surety prior to expiration of the four (4) year tolling period; in such case, the merger deed shall be returned by the County Commission to the Declarant. In the event of recordation of the merger deed, the parent tract and residue parcel shall retain all

future development rights under the land development ordinances in effect at the time the future application for land development is presented to the County.

6. **Waiver.** No waiver by the County Commission of any default under this Declaration shall be effective or binding unless made in writing by the County Commission and no such waiver shall be implied from any failure of the County Commission to take any action with respect to any default or violation.

7. **Binding Effect.** The terms of this Declaration shall constitute covenants running with the land and shall bind the Land described herein and inure to the benefit of and be binding upon the Declarant and all parties having any right, title or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

8. **Amendment of Declaration.** This Declaration may not be amended except by a written agreement executed by the Declarant and the County Commission and recorded in the Office of the County Clerk of Jefferson County, West Virginia.

9. **Declaration Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Declaration shall entitle the Declarant to cancel, rescind, or otherwise terminate this Declaration

10. **Term of this Declaration.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect until the Declarant satisfies the conditions set forth in Section 2(b)(ii) above. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except for the provisions of Section 2(b)(iii) above, shall terminate and have no further force or effect.

11. **Recordation.** This agreement shall be recorded in the Office of the Clerk of the Jefferson County Commission in both the name of the developer and the project name. It shall be the Declarant's responsibility to record the agreement and provide the Bonding Administrator with confirmation of such recordation in the form of the deed book and page number reference.

\_\_\_\_\_  
(Subdivision Name)

Jefferson County Planning Commission File No. \_\_\_\_\_

\_\_\_\_\_  
(Applicant/Developer Name)

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

**(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively of the \_\_\_\_\_, whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires: \_\_\_\_\_

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print Name: \_\_\_\_\_, President

**(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively of the \_\_\_\_\_, whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer S. Maghan  
Clerk, County Commission of Jefferson County, WV



IN REPLY REFER TO:

United States Department of the Interior  
NATIONAL PARK SERVICE  
Antietam National Battlefield  
P.O. Box 158  
Sharpsburg, MD 21782-0158



July 23, 2010

President & Commissioners  
Jefferson County Commission  
124 East Washington Street  
Charlestown, WV 25414

I am writing to express my thanks for allowing me to appear before the Jefferson County Commission on July 15, 2010. Your efforts to preserve and protect the Battle of Shepherdstown Site are in the best interest of the people of Jefferson County and the United States.

I would like to restate that Antietam National Battlefield is interested in managing the 17.49 acres of the Blount Parcel as described in Deed Book 158, page 18 as the Site of the Battle of Shepherdstown. Upon completion of required Federal Legislation to allow acceptance of the parcel, if the commission agrees, the parcel could be transferred to the management of Antietam National Battlefield.

If I may provide further information please feel free to contact me at 301-432-7648 or [John.Howard@nps.gov](mailto:John.Howard@nps.gov).

Sincerely,

J.W. Howard  
Superintendent

**RECEIVED**

JUL 26 2010

Jefferson County Commission

TAKE PRIDE  
IN AMERICA 

21 July 2010

Matthew Harris  
P.O. Box 1135  
Ranson, WV 25438  
304-283-3276

Jefferson County Commission  
124 East Washington St.  
Charles Town, WV 25414-1072

Re: Utility Rate Increase

Again, we are in the situation and position to oppose tax and/or rate increases in Jefferson County. Its quite obvious to notice our national economic weaknesses. Unemployment is way up and salaries are down. Its going to take a couple years or more for our economy to strengthen.

With the above being said, I vote to oppose the rate increase for Jefferson Utilities Inc. The citizens of Jefferson County just can't afford it. It should be obvious to all that any kind of increase whether rates and/or taxes will recieve a negative arguementive response from its area citizens. If our economy was significantly strengthen, then I could see the arguement.

People should be strengthening they're retirement and savings not fighting someone or something hindering this ability. It seems that everytime citizens get the opportunity to strengthen they're homefront economy, someone outside the household chooses to take it away by rate and/or tax increases.

All these discussions concerning rates and tax increases only hinders our confidence in Jefferson County Commission and additional elected officials. When elected, we expect our elected officials to help strengthen our Counties Economy. Vote to strengthen our local economy by voting to lower rates and taxes.

Again, I vote to stop rate increases for Jefferson Utility inc.

Respectfully;  
Matthew Harris

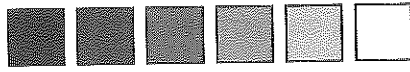


**RECEIVED**

JUL 26 2010

Jefferson County Commission

# HOSPICE



OF THE PANHANDLE, INC.

July 2010

Dear Friends:

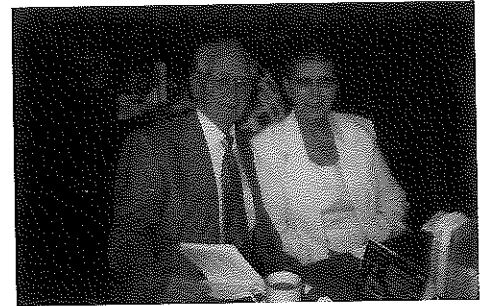
This year Hospice of the Panhandle celebrated 30 years of caring for our community. As I looked back at some photos from the early years of the organization, I appreciated the hard work of a few caring people — all volunteers — who believed that at the end of life, every person deserved a comfortable and dignified death.

Four of those people were good friends Robert and Meta Foster and Don and Gloria Ambrose, who began volunteering in the late 1980's. Both couples had retired and were looking for a meaningful way to spend their time-together.

The Fosters and Ambroses were in and out of the hospice office often. They visited patients and families, and helped in bereavement as well as organizational support.

Before fax machines, Robert delivered paperwork to doctors offices. After eye problems limited his driving he did his errands for us on foot. Don was our hospice handyman. We would place a call and minutes later he would arrive with his tool box and take care of the problem. We also made good use of his pick-up truck, especially for the Hospice Yard Sale. I can still remember the day when a donated chair flew out onto Edwin Miller Boulevard. We still laugh about that!

Along with many other duties, Gloria and Meta were instrumental in starting our Light Up A Life program. They took care of all the details of receiving and recording the donations, writing the tags, and decorating the trees. The two couples also assured the trees were ready for the ceremonies. More than once they had to re-string entire trees when all the lights blew because one bulb died! The work they did created a memorial opportunity that is still important today, some 23 years later.



Don & Gloria Ambrose



The Fosters and Ambroses



Meta & Robert Foster

Time passed and as is often the case, various health issues made it difficult for the four to continue their volunteering. Sadly, Don died several years ago after an extended illness. Although he passed away in a hospital, our bereavement team was there to support Gloria in the months following.

Over the past 18 months both Gloria and Robert and their families were able to take back some of what they gave to hospice all those years. Gloria died a year ago in July 2009, under the care of Hospice of the Panhandle, after having services for eight months. And after an extended stay in the hospital because of heart failure, Robert came home with Hospice last July and died in August, surrounded by his loved ones. We are thankful we were there for them after all the years they were there for us.

People give differently to hospice. Through their gift of service, the Fosters and Ambroses helped form a strong foundation. But financial support is also critical.

Your financial donation assures the development of new services, enables bereavement support to be provided at no charge to any person in the community and most importantly assures that all terminally ill people and their families will have hospice care, regardless of the limits of their insurance or how much money they have.

Your generous contribution to year's Friendship Drive is absolutely critical to furthering the mission of Hospice of the Panhandle. Please give generously and help us assure a strong program both now and in future.

Sincerely,



**Margaret Cogswell, RN, CHPCA**  
Chief Executive Officer

YES!

I/We believe in the importance of continuing the mission of Hospice of the Panhandle. I/We will give at the following level:

- Advocate: \$5,000 and above
- Benefactor: \$1,000 - \$4,900
- Pace Setter: \$500 - \$999
- Sponsor: \$100 - \$499
- Patron: \$50 - \$99
- Friend: \$25 - \$49

May we list your name as a contributor in an upcoming Comforter magazine? Yes  No

To be removed from the Friendship Drive mailing list, contact Ashley Young, Marketing Assistant, (304) 267-1870 Ext. 207 or ayoung@hospiceotp.org

Donation enclosed \$ \_\_\_\_\_  
Please make checks payable to:

**Hospice of the Panhandle, Inc.**

Please print:

Name(s) \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip code \_\_\_\_\_  
 Phone (day) \_\_\_\_\_ (evening) \_\_\_\_\_  
 I would like more information about hospice or bereavement services.  
 I would like more information about volunteer opportunities.  
 I would like more information about other ways to give.

Hospice of the Panhandle is a member agency of the United Way of the Eastern Panhandle. All donations benefit Hospice of the Panhandle, Inc., a non-profit organization serving terminally ill people while supporting their families. Your contribution may be tax deductible as provided in section 170 of the IRS Code. West Virginia residents may obtain a copy of the registration and financial documents from the Secretary of State, State Capital, Charleston, WV 25305. Registration does not imply endorsement.

# WVACO



## The County Line

A monthly publication of the West Virginia Association of Counties

JUNE 2010 | Number 178

### INSIDE

#### HARRISON COUNTY HOSTS WVACO BOARD OF DIRECTORS MEETING Prosecuting Attorney Gerald Hough Takes Office as President

Harrison County Officials welcomed the Board of Directors to Harrison County on June 15<sup>th</sup> and products made in the county were provided to the participants, courtesy of the Harrison County commission. Ron Watson, Commission President, greeted the board on behalf of fellow commissioners Bernie Fazzini and Chunki Angotti, and was joined in extending greetings by Sheriff Albert Marano and County Clerk Susan Thomas. Harrison County Assessor Cheryl Romano and Circuit Clerk Donnie Kopp are members of the board.

With great attendance from both board and non-board members, a long day of business began with remarks from outgoing president David "Bugs" Stover, Circuit Clerk of Wyoming County. Stover said that despite his personal challenges of health problems and the death of his mother during the year, he enjoyed his term of office and charged the group to remember the words of Ben Franklin, "We must all hang together or surely we will all hang separately." A large, framed world map was presented to President Stover to thank him for

his service, and he in turn thanked Betsy Castle who had to serve as President in his stead during the annual meeting.

"We are a federation of six, with different functions in each office, but we have the commonality of being elected and putting service above self," stated incoming President Gerry Hough as he began his first meeting. As a prosecutor, Hough said he was troubled about many things in our society but not about this association. "The only guarantee we get in life is change. We all differ in how we adapt to change and we must seek to understand those who differ. If we cannot, let's agree to disagree and be thankful that we can."

With many new board members, a round of introductions began the meeting, followed by an update on the WVACO Dental/Vision Plan by Administrative Assistant Kathy Yates. Executive Director Patti Hamilton provided updates on the WV Counties Risk Pool, the work-in-progress for the County Government Manual, and follow-up items from our Strategic Planning Session.

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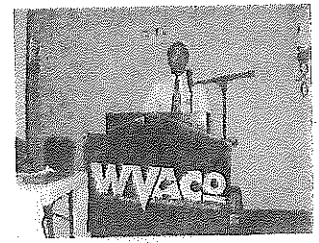
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#### THE President's View

"Keep your heart with all diligence,; for out of it are the issues of life." Prov.4:23

Don't sweat the small stuff, and it's all small stuff. So don't sweat it!

Cheers, Gerry



#### INTERIM HIGHLIGHTS

The anticipated special session that was to accompany June's legislative interim session did not occur so the interim meetings were fairly quiet compared to the special session for education issues held in May. Some of the topics of interest to counties were:

- Judiciary Subcommittee B is charged with reviewing sentencing statutes and further studying the issue of prison and jail overcrowding. The Prosecuting Attorneys Association was well-represented at this meeting by Wyoming County Prosecutor Rick Staton, Cabell County Prosecutor Chris Chiles, Fayette County Prosecutor Carl Harris, and Wood County Prosecutor Jason Wharton, accompanied by retired Upshur County Prosecutor Alec Ross who serves as the association's coordinator. Prosecutor Staton told the committee that they have resources and real world stories and experience to offer the Legislature to help them formulate policy with regard to sentencing. "We recognize that prisons are full and there is no hue and cry to build new ones," Staton said, explaining that the right corrections decisions have to be made about incarcerating those that need to be. He outlined the following considerations and concerns: (1) There is a lack of real hard-core, up-to-date data that is inclusive of persons in prison, probation, parole, community corrections, and other components of the criminal justice system. (2) The Division of Criminal Justice Services prison population forecast for 2001 was an accurate projection for 2010 and the projections as well as the recommendations need to be updated. (3) Substance abuse cuts along all spectrums of crimes. "We are sentencing people to repeat their

CONTINUED TO PAGE 3

## WVACO Board of Directors

MEMBERS	Address	Phone
David Hough	Glenn County Prosecuting Attorney	462-7007
David "Bugs" Stover	Wyoming County Circuit Clerk	732-7282
<b>VYCE PRESIDENTS</b>		
Chris Kessler	Marshall County Assessor	845-1490
Betsy Casella	Preston County Circuit Clerk	328-0047
Fran King	Clay County Commissioner	587-4259
Jeff Wrayright	Jackson County Clerk	373-2238
Rick Staben	Wyoming County Prosecutor	732-8000
Jim Childers	Greener County Sheriff	647-6513
<b>CLERKS</b>		
Vicki Cole	Preston County	328-1220
Bob Pashy	Wayne County	272-8350
Patry Noland	Jefferson County	728-3284
Donna Tenney	Upshur County	472-6535
<b>COUNTY CLERKS</b>		
Donnie Evans	Marion County	772-3906
Janice Casco	Marion County	367-5445
Diane Cromley	Mason County	675-1987
Jamie Six	Wood County	424-1850
<b>ASSISTANTS</b>		
Steve Keagle	Greener County	647-6513
Chery Romano	Harrison County	624-8510
Helen Phillips	Upshur County	472-6680
Arlene Messer	Ritchie County	643-2164
<b>CIRCUIT CLERKS</b>		
Donie Kopp	Harrison County	624-8729
Brenda Kilgus	Ohio County	234-3611
Sue Ann Zickelous	Boone County	369-7221
Virginia Sine	Berkeley County	294-1818
<b>PROSECUTING ATTORNEYS</b>		
John Bond	Taylor County	285-3211
Michael Sparks	Mingo County	235-0350
Mel Snyder	Preston County	328-1885
Judith A McCullough	Ritchie County	643-2164
<b>CLERKS</b>		
Kate White	Hancock County	594-4138
Wendel Bennett	Nicholas County	872-7880
Kelsey Metz	Gilmer County	462-7441
Virgil Walker	Upshur County	472-1180
<b>EXECUTIVE ASSISTANTS</b>		
Chris Chilbes	Cabell County Prosecutor	526-8653
Barbara Core	Marion County Circuit Clerk	367-5580
John Grunzskas	Marshall County Sheriff	843-1552
Jean Friend	Morningdale County Circuit Clerk	291-7240
Dana Lynch	Wetzel County Assessor	847-2110



The County Line

WEST VIRGINIA ASSOCIATION OF COUNTIES  
2214 WASHINGTON STREET, EAST  
CHARLESTON, WV 25314

TELEPHONE (304) 346-0891 | FAX (304) 346-0592  
EMAIL: [WVACO@WVACO.ORG](mailto:WVACO@WVACO.ORG) | WEBSITE: [WWW.WVACOUNTIES.ORG](http://WWW.WVACOUNTIES.ORG)

WVACO's County Line is published monthly by the WV Association of Counties. It is mailed to county officials, legislators, Affiliated members, & other interested parties.

Paul Hamilton EXECUTIVE DIRECTOR  
Kathy Yates ADMINISTRATIVE ASSISTANT  
Jack C McClung LEGAL COUNSEL  
Mary Rader SECRETARY

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CONGRATULATIONS TO .....  
Cabell County Prosecuting Attorney Chris Chilbes who will complete his year as President of the National District Attorneys' Association at the end of July. Thank you for your service to the State and Country!

to Vera McCormick, Kanawha County Clerk, who was recognized by her fellow county clerks with the Danny Cline Memorial Service Award. The award was presented at their recent annual meeting at Glade Springs on June 7<sup>th</sup>.

"We are sentencing people to repeat their behaviors," Staton noted, adding that treatment and expanded community corrections programs are needed to intervene in people's early criminal behavior. "The Prosecuting Attorneys' Association supports a comprehensive review of criminal code, including bringing it up to conformity with modern nomenclature," concluded Staton, but with the condition that the code be modernized prior to working on substantive changes in sentencing.

Cabell County Prosecutor Chris Chiles was introduced as the current President of the National District Attorneys Association. He told the committee that comprehensive input is needed that includes law enforcement and victims of crime. "Everybody we put in prison is coming out," Chiles said in order to emphasize that we need to do a better job of getting people prepared to leave prison. He also pointed out that first offense incarcerations are rare. "There's almost always a prior history," he told the committee. Fayette County Prosecutor Carl Harris gave examples of the felony murder rule and said it did not need to be changed. He also explained that offenses such as forgery and uttering, while non-violent, affect not only banks but also individuals and businesses and should be sentenced accordingly.

In response, George Castelle, Chief Public Defender of Kanawha County, asked, "Why are we seeing the growth in prison population?" His observation was that West Virginia is harsh throughout the criminal justice system, including law enforcement, magistrates, judges, the Division of Corrections, and the parole board's policies. He pointed out that in 2008 there was virtually no increase in prisoners and asked the committee to find out what worked in 2008. Professor Bob Bastress, author of the WV Law Institute Sentencing Report, concluded the presentation, stating that he agreed that more data and better tracking are needed as well as more programs for substance abuse treatment. In stating agreement that comprehensive overhaul of criminal code is needed and the resulting ripple effects call for caution, he said, "We are marching towards consensus." Senator Laird observed at the conclusion of the discussion that, while everyone acknowledged the role of substance

abuse, treatment has been talked about only as it relates to corrections and would be more effective if it came before a person becomes part of the criminal justice system.

- Finance Subcommittee C continues to study the **OPEB liability** and heard presentations from various stakeholders who were invited to submit white papers and make presentations on the issue. Speaking for the "non-state coalition" (representing the WV Association of Counties, WV Municipal League, County Commissioners Association, WV Transit Authority, WV Rural Water Association, Putnam Public Service District, and Public Defender Services Corporation), WVACO Executive Director Patti Hamilton gave the committee five recommendations: (1) solutions work best on a going forward basis; (2) more data is needed and an actuarial study focused on the over 800 non-state agencies in PEIA is requested; (3) policy changes at the legislative level that will result in lower medical utilization rates and an ability to use a higher discount rate when calculating the liability are needed to reduce the OPEB liability; (4) clarification is needed for the non-state participants regarding the PERS/PEIA connection and eligibility for PERS retirees who are not employed by a PEIA participant; (5) a survey of new hires would help both non-state and state employers understand the generational differences of employment expectations and would assist in formulation of policy decisions for employers and for the legislature. Other stakeholders who made presentations were representatives from the WV Federation of Teachers and the WV Education Association. Both organizations have consistently opposed the PEIA Finance Board decision to end all subsidies of retirement premiums for new hires as of July 1, 2010 and have a court case pending in Kanawha County Circuit Court. The committee hopes to have recommendations to propose for the 2011 session by November of this year.
- **Volunteer Fire Departments** called upon the Joint Committee on Government and Finance to help them find options for the large increases in their workers compensation premiums beginning July 1<sup>st</sup>. The committee was told that VFDs will be forced to shut down, resulting in increased homeowners' premiums for residents in affected areas. Brickstreet, as provider of the workers compensation coverage, has sustained losses exceeding \$4 million a year on coverage of VFDs and asked the Insurance Commission to approve the increase to offset those losses. VFDs pay into workers compensation at the minimum wage rate for their volunteer firefighters but claims are paid according to the actual wages the individual receives from employment, which can be much greater than minimum wage. Consequently, Brickstreet is paying out \$7 in claims for every \$1 received in premiums. There was general consensus among committee members that it is in the public interest to maintain functional VFDs around the state. Currently, Brickstreet is mandated to provide coverage to VFDs but they are released from that mandate on July 1, 2011. *Note: On June 16<sup>th</sup>, the Governor announced an agreement with the Insurance Commission and Brickstreet that the increases would be postponed for a year.*

**WVACO** WEST VIRGINIA ASSOCIATION OF COUNTIES **FLASHBACK SNAPSHOTS**



2000 - Vivian Parsons, Patti Hamilton, Janice Cosco, Senator Robert Byrd, Norma Sine, Jim Booton

"Is it any wonder, why the approval ratings of the Congress go up every time we go into recess?" SENATOR ROBERT C BYRD

# Calendar of Events

- AUGUST 1-3, 2010**      **CCAWV Annual Meeting**  
Stonewall Resort, Lewis County
- AUGUST 10-13, 2010**      **WV Circuit Clerks Association Annual Meeting**  
Canaan Valley, Tucker County
- SEPTEMBER 12-14, 2010**      **WV Sheriffs' Association Meeting**  
Oglebay Resort, Ohio County
- SEPTEMBER 27-28**      **WV Counties Risk Pool Annual Meeting**  
Harrison County
- FEBRUARY 6-8, 2011**      **WVACO Annual Conference**  
Charleston Embassy Suites, Kanawha County

## 2010 LEGISLATIVE INTERIM CALENDAR

- July 19-21 — Monday, Tuesday, Wednesday
- August 9-11 — Monday, Tuesday, Wednesday
- September 13-15 — Monday, Tuesday, Wednesday
- October 11-13 — Monday, Tuesday, Wednesday
- November 15-17 — Monday, Tuesday, Wednesday
- December 13-15 — Monday, Tuesday, Wednesday
- January 9-11 — Sunday, Monday, Tuesday



### RECIPE OF THE MONTH

## Chicken Rockefeller

Fayette County  
HELEN HAMILTON

*This is the late Irene Brown's recipe. I named it Chicken Rockefeller because Jay was hungry when he was here one time. I warmed up one of these with some vegetables on the side. He enjoyed it and asked for more and ate another complete serving.*

- 8 boneless, skinned chicken breasts
- 1 can mushroom soup
- 1 pkg. smoked chipped beef
- 1 reg. size carton sour cream
- 8 slices bacon

Arrange chipped beef slices to cover bottom of oblong baking dish. Roll up chicken breasts; wrap each with a slice of bacon; place on top of beef slices. Mix together soup and sour cream and spoon it over chicken to cover. Bake in pre-heated 275 degree oven for 2 to 2 1/2 hours or until chicken is tender.



## PROFILE



### SENATOR ROBERT C. BYRD

- Date of Birth:** November 20, 1917
- Residence:** Sophia, WV
- Year First Elected:** 1952, US House of Representatives (1953-1959)
- Years as US Senator:** 1959-2010
- Senate Majority Whip:** 1971-1977
- Senate Majority Leader:** 1977-1981
- Senate Minority Leader:** 1981-1987
- President Pro Tempore:** 1989-1995
- Political Party:** Democratic
- Profession:** Politician, Attorney
- Spouse:** Erma Ora Byrd (1937-2006)
- Children:** Mona Byrd Fatemi  
Marjorie Byrd Moore

## IN 1960..

### The WVACO was created

and

**POPULATION :**  
177,830,000

**NATIONAL DEBT:**  
286.3 Billion

**AVERAGE SALARY:**  
\$4,743

**MINIMUM WAGE:**  
\$1.00

"I have the best job in America because I represent you, the people of West Virginia. And I want to keep this job." ROBERT C. BYRD

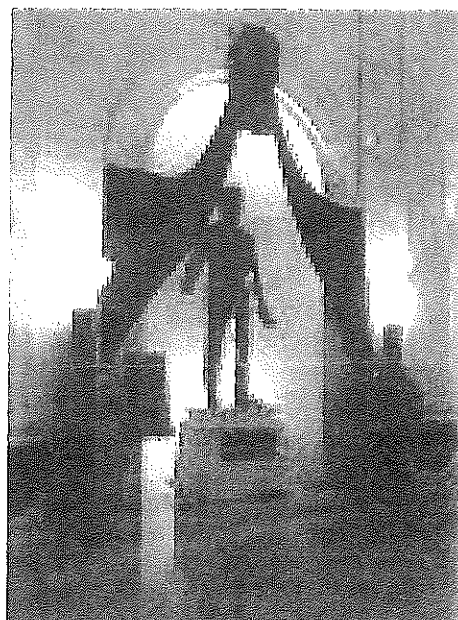
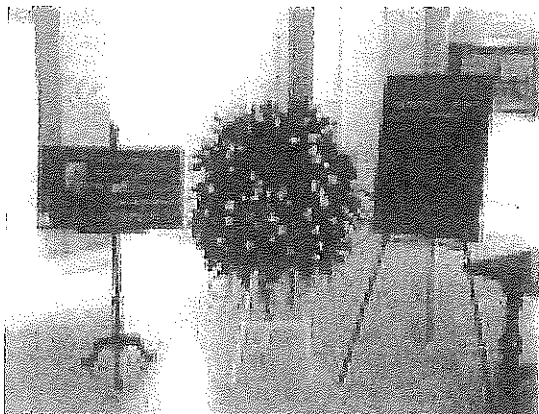
THE WEST VIRGINIA ASSOCIATION OF COUNTIES REMEMBERS  
SENATOR ROBERT C. BYRD  
1917-2010

Remarks from dignitaries at the Memorial Service held on July 2, 2010:

*"Someone will take his seat but no one will ever take his place." Vicki Kennedy, widow of Senator Ted Kennedy*

*"He was the only person I knew who had no interest in leisure whatsoever." Mitch McConnell, Senator Minority Leader*

*"When Senator Byrd was first elected, West Virginia had 4 miles of divided 4-lane highway." Governor Joe Manchin*



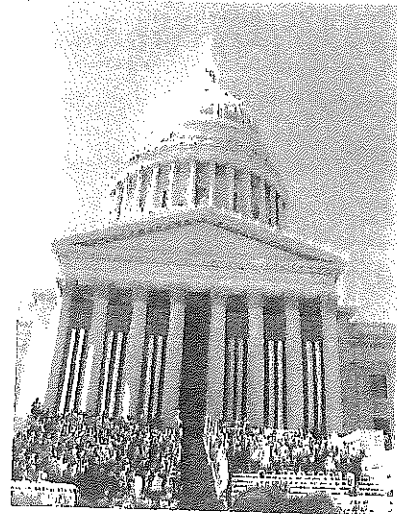
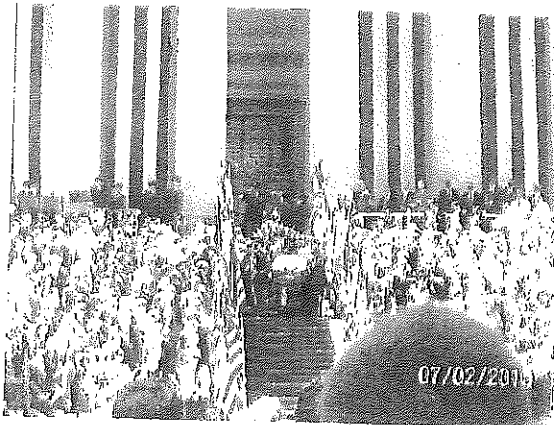
*"You know, I never really thought he'd die. Our senator, our friend, our chairman, our big daddy. Senator Byrd never stopped working and never stopped learning." Congressman Nick Rahall*

*"In 1953 he came to the floor of the House. He was happy to leave behind the speaking limitations of the House floor!" Speaker Nancy Pelosi, House of Representatives*



*"Our ideals of freedom, set forth and realized in our Constitution, are our greatest export to the world." SENATOR ROBERT C BYRD*

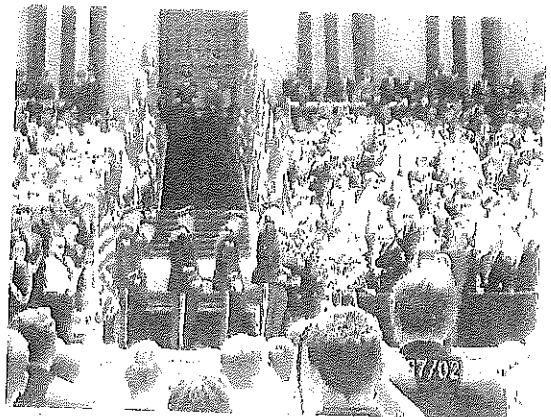
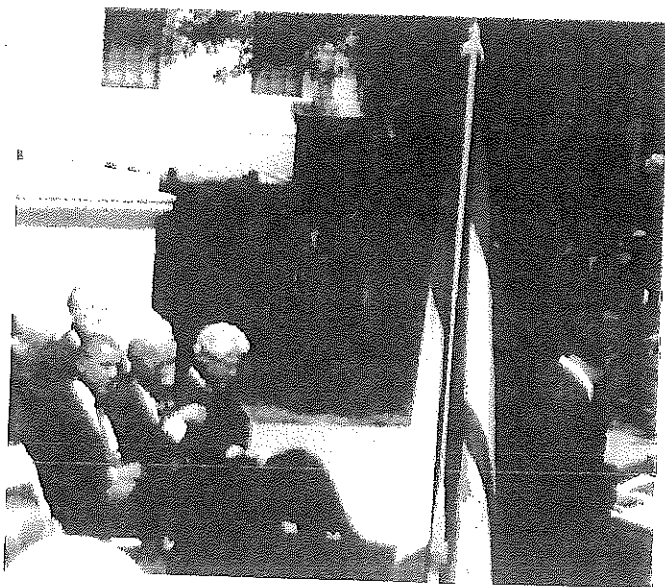
Do not run a campaign that would embarrass your mother.<sup>17</sup> SENATOR ROBERT C. BYRD



*"If I live long enough, I'd like to be Chairman of the Appropriations Committee." Senator Byrd's response to a question about his goals as told by Senate Majority Leader Harry Reid*

*"He wanted every Senator to be the best Senator he or she could be." President Clinton*

*"I too read it. I was afraid he was going to quiz me." President Obama, nodding to President Clinton who also referred to Senator Byrd's book on the history of the Senate which was given to both by the Senator.*



*"My half century of public service has convinced me that leadership is not the result of genius or even natural ability; it is the result of persistence, perseverance, and hard work. To be a good leader, one must work at it." SENATOR ROBERT C. BYRD*

Commissioner Bob Pasley reported to the board about his experience as one of 25 participants across the country selected for NACo's County Leadership Institute. He thanked the board for his nomination and for payment of the registration fee, emphasizing that it was a great experience.

Business items requiring action included: Committee appointments were made for 2010/2011, including a Tax Issues Work Group to assist the executive director on the many local taxation issues that will be discussed by the Governor's Tax Modernization Work Group, the telecommunications tax study, and the legislative interim studies. Commissioner Bob Pasley nominated County Clerk Janice Cosco to the NACo Northeast County Caucus Board of Directors, based on her past service as a NACo board member and active NACo participant. Donnie Kopp, Chairman of the Budget Committee, provided the committee's recommendations and proposed budget which was unanimously adopted. The budget included approval of a consulting contract with former Property Tax Division Director Jerry Knight who will provide his expertise on property tax issues.

Producer Deb Keddie of The Walkabout Company and Historic Preservation Consultant Mike Gioulis gave a presentation on the courthouse video documentary that is in the works. With the Courthouse Facilities Improvement Authority serving as the Platinum Sponsor, the funding is only \$11,000 shy of the goal and the documentary is on track to be premiered on WV PBS in December.

Prosecutor Michael Sparks provided the report from the Annual Meeting Committee. The board accepted the report for plans that include a Super Bowl viewing on February 6<sup>th</sup> with a "Team" type of theme for the entire meeting, several speaker and workshop ideas, and another try at a luncheon at the Governor's Mansion on Tuesday, February 8<sup>th</sup>, in hopes of better weather than we had in 2010 for the event. The meeting will be held at the Embassy Suites Hotel. Commissioner Lavada Williamson reported on the continuing work of the Compensation Committee whose charge is to clean up the related statutes and the county classification schedules. The committee has evaluated several scenarios and will be collecting data from other states, with the goal of getting the statute clean-up accomplished prior to working on county officials' salary increases. The report was accepted and Chairman Williamson and the committee thanked for their efforts.

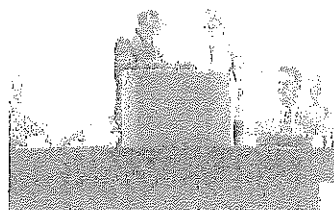
Following the business meeting, legislation from 2010 was reviewed and planning for 2011 was initiated with a power point presentation from the executive director. She suggested that the association continue work on taxation issues and opposition to erosion of the tax base. Additionally, the association could take a lead in identifying and supporting public policy initiatives on substance abuse treatment. Support of previous legislative issues of keeping all transfer tax collected by the counties in the counties and expansion of the ability for the Records Management and Preservation Board to provide grant funding to counties by eliminating the 50% constraint on allocation of accrued funds was also recommended. It was noted that there are many legislative interim topics of interest to counties this year.

The board and guests enjoyed dinner at Minard's Spaghetti Inn the night before the meeting and were joined for lunch on Tuesday by House Judiciary Chairman Tim Miley from Harrison County. The next regular meeting of the board will be October 3 - 5 in Cabell County and will include adoption of legislative priorities for 2011.



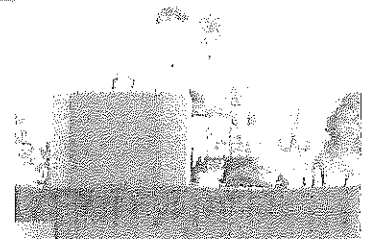
**CONGRATULATIONS TO THE WHOLE STATE OF WEST VIRGINIA! WE NOW HAVE 55 COUNTIES THAT ARE MEMBERS OF THE NATIONAL ASSOCIATION OF COUNTIES! 100% MEMBERSHIP IS A FIRST FOR WEST VIRGINIA! THANKS ESPECIALLY TO OUR NACo BOARD REPRESENTATIVE, OHIO COUNTY COMMISSIONER TIM McCORMICK, FOR HIS EFFORTS.**

**CONGRATULATIONS TO .....**



Phyllis Yoakum, Randolph County Assessor, received the Ralph C. Boyles Award given by the WV State Tax Department.

Phyllis Yoakum, Randolph County Assessor, also won the Assessor of the Year Award given by her peers, the Assessors of West Virginia.



Eddie Young, Fayette County Assessor, won the Past Presidents Award.



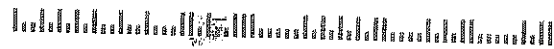
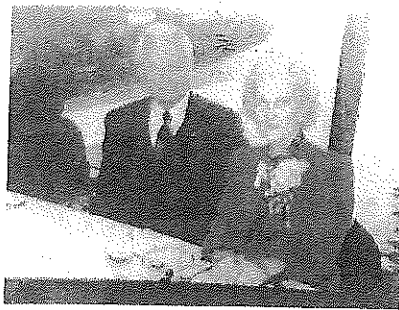
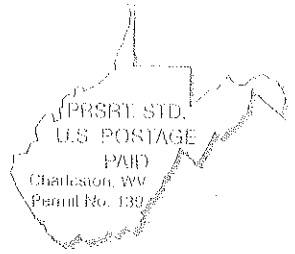
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years  
WV

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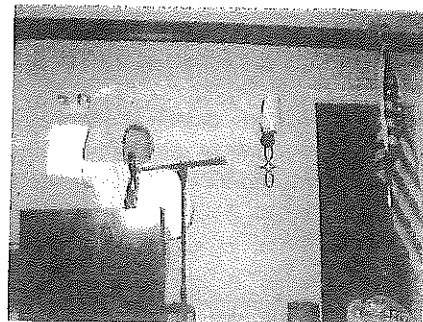
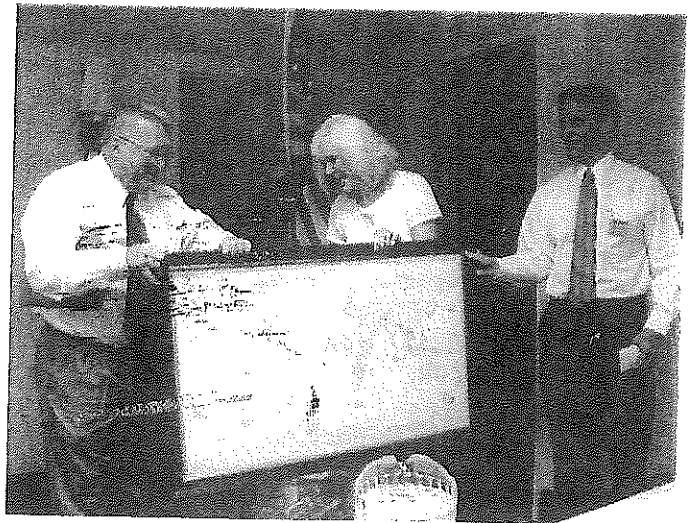


5\*\*\*\*\*MIXED AADC 250  
JEFFERSON COUNTY  
PO BOX 250  
CHARLES TOWN, WV 25414-0250

130

## Direct to You

We always give a gift to our outgoing presidents to thank them for their year of service to the association. To get an idea, I called the office of David "Bugs" Stover, Circuit Clerk of Wyoming County, to ask what he might like or need. His great deputy, Laura, said that the very bad ceiling leak the courthouse experienced this spring had done the most damage in the circuit clerk's office and the water ruined a wall of beautiful wood paneling. The wall was repaired with dry-wall, wainscoting and paint but she said it was very bare compared to the paneling. Since "Bugs" loves geography and history, she suggested a large framed world map. It was a perfect suggestion and we were very pleased to present it to "Bugs" and have our gift become a part of the beautiful Wyoming County Courthouse.



# Commissioners' Corner

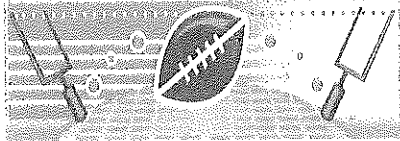
Vol. 13 No. 9  
July, 2010

County Commissioners' Assoc. of WV ~ Ron Watson, President ~ Vivian Parsons, Exec Dir

## INSIDE

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### CCAWV Annual Meeting August 1-3, 2010 Stonewall Resort "Get in the Game!"



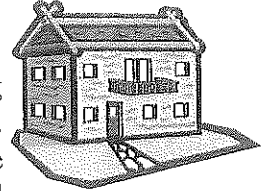
Commissioners' Corner  
 County Commissioners' Association of  
 West Virginia

Ron Watson, President  
 Harrison County Commissioner  
 (304) 624-8500

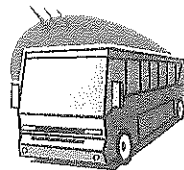
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 www.polsci.wvu.edu/ccawv/

This is a monthly publication for county commissioners and their staff, Associate members and other interested parties.

## CCA Preparing for 2010 Annual Meeting at Stonewall Resort...



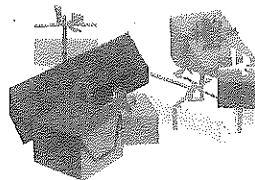
Plans are coming together for the 2010 Annual Meeting of the County Commissioners' Association of WSV. This year's theme will be "Get in the Game!" The dates for the meeting are August 1-3, 2010, Stonewall Resort, Lewis County, WV. The CCA Board will meet on Saturday, July 31, 2010 at 4:00 p.m. The Educational Training Series will be held on Sunday, August 1, 2010 at 1:00 p.m. Registration will begin at 11:00 a.m. The Sunday Training will consist of 7 roundtable discussions, each attendee can pick three to attend.



Sunday evening at 5:30 p.m. there will be buses leaving the Resort for a tour of the Trans Allegheny Lunatic Asylum followed by Dinner at Lamberts' Winery. This is sure to be a lot of fun for all! Be sure to wear your walking shoes!

The Auditor's In-Service Training Seminar will start on Monday at 8:30 a.m. through Tuesday at 12:00 noon. There will be a variety of topics covered and the meetings are sure to be informative. Our CCAWV Annual Business Meeting will be held Monday at 10:15 a.m.

On Monday night we will be having a "Get in the Game!" Theme Dinner & Dance. So put your team jersey on and show a little team spirit!



Don't forget to "Show Case Your County!" We will again this year, be giving out Door Prizes at the "Get in the Game!" Dinner/Dance. We are asking each county and vendor to donate at least one door prize, the more the merrier. Please don't forget. Be sure to attach your commission's name or business card to your gift so that the receiver will know where it came from. Commissioners will have the chance to share something positive about their county and we'll have a great time!!!

## 2009-2010 CCA Board of Directors

### President

Ron Watson, Harrison (624-8500)

### Vice-President

Cindy Pyles, Mineral (788-5921)

### Immediate Past President

Karen Disibbio, Mercer (487-8306)

### Ex Officio Members

Joe Coburn, Mercer (487-8306)

### District 1-- Western Division

Chair: Tim McCormick, Ohio  
(234-3628)

Don Mason, Marshall (845-0482)

Bob Bell, Monongalia (291-7257)

### District 1 -- Eastern Division

Janice LaRue, Mineral (355-2613)

Bernie Fazzini, Harrison (624-8500)

### District 2 -- Western Division

Chair: Fran King, Clay (587-4259)

Jinks Hinkle, Nicholas (872-7830)

Pat Boyle, Lewis (269-8200)

### District 2 -- Eastern Division

J.R. Keplinger, Hardy (530-0284)

Donnie Tenney, Upshur (472-0535)

### District 3 -- Western Division

Chair: Art Kirkendoll, Logan  
(792-8626)

Mickey Brown, Boone (369-1561)

### District 3 -- Eastern Division

Reta Griffith, Pocahontas (799-6063)

Chuck Armentrout, Webster (847-5780)

Ken Eskew, Fayette (574-4290)

### County Commissioners'

### Association of WV

2309 Washington Street East

Charleston, WV 25311

(304) 345-4639

info@ccawv.org

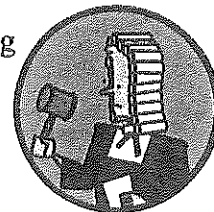
Vivian Parsons, Executive Director

Jennifer Webb, Admin. Assistant

## President's Perspective

By Ron Watson, CCAWV President

Your presence is respectfully requested at the upcoming CCA meeting at the Stonewall Jackson Resort in Lewis County on July 31 thru August 2. Who will be the next Rising Star? Are County Commissioners an endangered species? Do you have control of the purse strings? Are there really ghosts in the Lunatic Asylum? Can Commissioner Rinehart actually ride a Harley? These questions and Auditors mandatory training will be addressed during the session. The Lewis County Commission guarantees a productive and fun time for the attendees and guests.



I would like to thank the Jefferson County Commission for being such a great host at the May BOD meeting in Harpers Ferry. I would like to especially thank Reta Griffith, Ed Fischer, Lyn Widmyer and Lavada Williamson for agreeing to serve on the "last revision" committee of the soon to be published County Commissioners' brochure. Some highlights of the meeting included the Service Review Committee establishing a purpose statement and a review of several requests for County Commission Association's endorsement; Budget Committee's recommendations; and from the legislature, bills that were passes and bills that were killed.

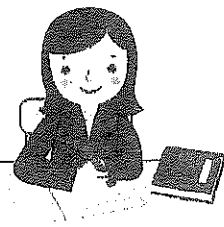
In closing, let's not forget who we are....."We are county commissioners!"

## Director's Discussion...

By Vivian Parsons, Executive Director

Hello Everyone!

The National Association of Counties Conference begins July 17th . I will head to Reno, NV with several West Virginia Commissioners from various counties, returning just a few days before the CCAWV conference. If you've never attended a conference, you should give it some consideration. I think you could bring home some valuable information and if you are a new member, you get one "free" registration!!!



West Virginia membership to NACO is at 100%. Tim McCormick, WV's representative to the NACO, deserves much credit for getting the word out to all counties on the value of membership in this organization. Thank you Tim for all your dedication! There will be NACO representatives at our annual meeting to assist you, please be sure and look them up at the meeting! (Continued on page 5)

**“Tentative Agenda”**  
**County Commissioners’ Annual Training & In-Service Seminar**  
**“Get in the Game!”**  
**Stonewall Jackson Resort, Roanoke, WV**



**Saturday, July 31, 2010**

- 11:00 AM            CCAWV Annual Golf Tournament
- 4:00 PM            County Commissioners’ Board of Director’s Meeting  
(Board will need to include Saturday night  
July 31, 2010, in their room reservations)

**Sunday, August 1, 2010**

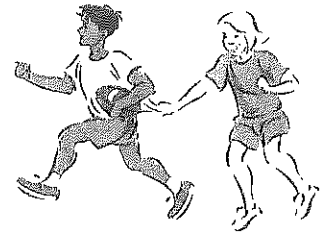
- 10:00-11:00 AM    Vendor Set-up time
- 11:00-5:00 PM     Registration for Series Training Session And  
State Auditor’s In-Service Training
- 1:00 - 5:00 PM     **“Get in the Game!”**  
Commissioners’ Educational Training Series  
Roundtable sessions on the following topics — you pick 3 to attend:
- “Punt, Pass, or Kick”* Sharing the OPEB Experience
- “Monday morning quarterback”* - Construction Projects/Design Build...do you know the process?
- “Push it over the goal line”* - See what NACo can do for you!!
- “Move the goal posts”*— County Commissioners and their CVBs...Accreditation is it a good thing??
- “First down”* - Running an effective Campaign....Here comes November!
- “Controlling the game clock”* - Budgeting woes—what can we do?...Sharing the pain!
- “Run Interference”* - How administrative staff make Commissioners’ jobs easier!  
*This roundtable is especially intended for administrative staff to network,  
share ideas and trade phone numbers,  
all in an effort to make their County Commissioners’ look good!*
- 5:30 PM            Board Buses for Tour of Trans Allegheny Lunatic Asylum  
& Dinner at Lamberts’ Winery

(See other Side)

## Tentative Agenda” (Continued)

### Monday, August 2, 2010

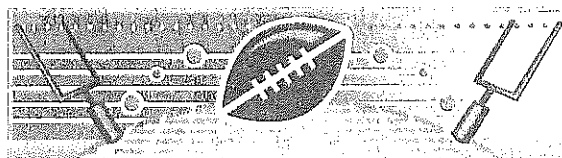
- 8:00 AM - 12:00 NOON Registration for County Commissioners’  
Annual State Auditor’s Training Seminar
- 8:00 AM - 8:45 AM Continental Breakfast
- 8:45 AM - 10:30 AM State Auditor’s Training (Topics to include: Excess Levies,  
P-card, OPEB, Federal Health Care Legislation, Dealing with  
People, Changes to Board of Review & Equalization, etc.)
- 10:30 AM - 12:30 PM County Commissioners’ Association Business Meeting
- 10:30 AM - 12:30 PM County Administrators/Coordinators/Managers Roundtable  
Discussion - an opportunity for administrators to discuss  
common goals & problems
- 12:30 PM - 1:30 PM Thelma J. Stone Memorial Achievement Award Luncheon
- 1:30 PM - 5:15 PM State Auditor’s Training (continued)
- 7:00 PM County Commissioners’ Door Prize Dinner—  
*“Get In The Game”*  
(Please remember to wear your Team Colors and  
show a little team spirit!)



### Tuesday, August 3, 2010

- 8:00 AM - 9:00 AM Continental Breakfast
- 9:00 AM - 12:00 NOON State Auditor’s Office Training wraps up!
- 12:00 NOON Adjournment for general membership
- 12:00 NOON 2010-2011 CCAWV Board of Directors’ Luncheon/Meeting

Please make room reservations as soon as possible —  
*Remember June 30th is the cut-off date!*



**Director's Discussion...**

Vivian Parsons, Executive Director  
(Continued from page 2)

The CCAWV Annual Meeting is a week away and we are looking forward to a great turnout. The agenda is set and I think you will find it very resourceful. We also are planning for a great deal of fun after the work is done! Our theme for the meeting is "Get in the Game!" Football is going to be front stage so get your favorite team jerseys and be ready to "Get in the Game!"

Also, don't forget your county door prizes! Everyone always enjoys the drawing and it's a great way to promote your county. I look forward to seeing you at Stonewall!

**CCA WV Calendar of Events**



**July 31-August 3, 2010**  
CCA WV Annual Meeting  
Stonewall Jackson Resort,  
Roanoke, WV

**August 9-11, 2010**  
Interims  
Charleston, WV

**September 13-15, 2010**  
Interims  
Charleston, WV

**September 19-21, 2010**  
Fall Board and Legislative Meeting  
Pipestem Resort State Park  
Pipestem, WV

**October 11-13, 2010**  
Interims  
Charleston, WV

**November 15-17, 2010**  
Interims  
Charleston, WV

**WV Counties Risk Pool**

**Millions**

Of Dollars Saved (By all WV Counties)

**Thousands**

Of Conversations, Meetings, and Visits

**Hundreds**

Of Hours Providing Support and Services to Members

**31**

County-Related Entities

**30**

County Commissions (More Than Half the State!)

**3**

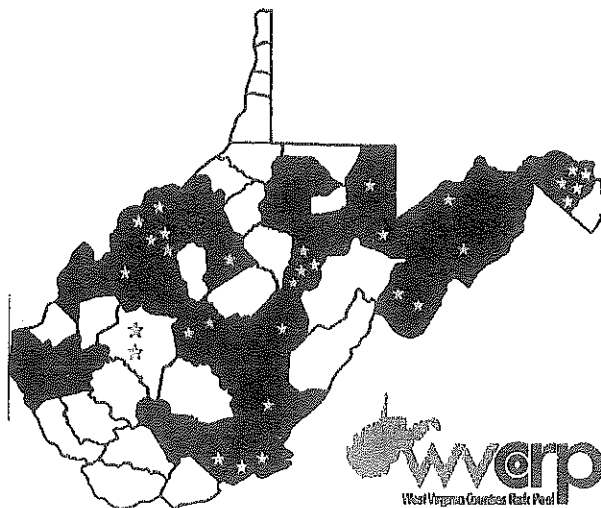
Annual Renewals

**2**

Full Years of Operations

**1**

**Great Member-Owned Experience!**

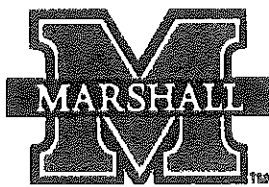


## CCAWV Annual Meeting Social Events

**Touring the old Weston State Hospital...** Formerly known as the Weston State Hospital, the "Trans-Allegheny Lunatic Asylum" served as a sanctuary for the mentally ill in the mid 1800's. The history of the building holds fascinating stories of Civil War raids, a gold robbery, the "curative" effects of architecture, and the efforts of determined individuals to help better the lives of the mentally ill.

The Asylum has had apparition sightings, unexplainable voices and sounds, and other paranormal activity reported in the past by guests and staff. *"Step back in time and see how the mentally insane lived, and died, within these walls."* Decide for yourself if they're still occupying the historic wards and treatment rooms. <http://www.Trans-alleghenylunaticasylum.com/>

**Lambert's Winery...** Sunday evening's dinner is at Lambert's Winery located in a beautiful setting of Lewis County... "It stands as a diminutive, Gothic looking structure on a hillside surrounded by a vineyard." The winery is constructed from hand cut stones gathered from various parts of West Virginia. Some weighing as much as 3,000 pounds. The doors are designed of solid two by fours on edge, with a rounded top. A comfortably furnished tasting room welcomes visitors as they enter. A fireplace is surrounded by three rocking chairs and shelves containing West Virginia pottery that is for sale. Behind the tasting room is a racking room, storage area, and a cooling room. Jim & Debbie Lambert are the owners. [http://www.lambertsvintagewine.com/virtual\\_tour.HTML](http://www.lambertsvintagewine.com/virtual_tour.HTML)



WE ARE...  
MOUNTAINERS!



Our Monday evening door-prize dinner-dance will take on the atmosphere of a gigantic tail-gate party called *Get in the Game!!!* Put on your favorite team jersey and join the fun. How about a little competitive fun between the "Marshall Thundering Herd" and the "WVU Mountaineers! Or maybe your favorite team is your local high school! Whatever the mascot or colors... Come "Get in the Game" and help move the CCAWV on to VICTORY!!!!!!!!!!

### The State Credit Union Financial Services

#### Savings Services

ShareSavings  
Interest Checking  
CD's  
IRA's (Traditional & Roth)  
Christmas Clubs  
Vacation Clubs  
Investor Savings  
Direct Deposit

#### 24/7 Access To Your Accounts

ATM/ Debit Cards  
Automated Phone Teller  
SCU on WEB Internet Banking  
  
2200 Washington Street East  
Charleston, WV 25311  
(304) 558-0566 FAX: (304) 558-0137  
E-mail: [contact@scuwv.com](mailto:contact@scuwv.com)  
Website: [www.wvpecu.org](http://www.wvpecu.org)

#### Loan Services

Automobiles  
Motorcycles  
Recreational Vehicles  
Home Equity Loans & LOC  
Real Estate Mortgages  
First Time Home Buyers  
Vacation/Travel/Christmas Loans  
Personal Line Of Credit  
Payroll Deductions

**Board of  
Directors  
2010-2011**

Terry L. Marcus  
President

Mark Dyck  
Vice President

Ann Paonessa  
Secretary/Treasurer

James D. Campbell  
Linda Case  
William H. Chesley  
Helen Dettmer  
Paul Espinosa  
Ira Hale  
Conrad C. Hammann  
George Holland  
Dale Manuel  
Howard Mills  
P. David Mills  
James A. Tolbert

**Staff**

Thomas Bayuzik, Jr.  
Executive Director

Whitney Barrett  
Research Assistant

Kellie Boles  
Agriculture  
Development  
Officer

Beverly Bolger  
Director, Jefferson  
County Telework  
Center

Lane Donley  
Administrative  
Assistant

PO BOX 237  
CHARLES TOWN  
WV 25414

304.728.3255  
f: 304.725.3133

WWW.JCDA.NET

**JEFFERSON COUNTY**  
DEVELOPMENT AUTHORITY

July 20, 2010

The Honorable Lyn Widmyer  
President  
Jefferson County Commission  
250 Washington Street  
Charles Town, WV 25414

Dear Commissioner Widmyer:

Enclosed please find six (6) copies of the Financial Statement for Jefferson County Development Authority for the period ending March 31, 2010.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Thomas Bayuzik, Jr.  
Executive Director

**RECEIVED**

JUL 23 2010

Jefferson County Commission

**JEFFERSON COUNTY  
DEVELOPMENT AUTHORITY**

FINANCIAL STATEMENTS

For the nine months ended March 31, 2010

# CONTENTS

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<b>FINANCIAL STATEMENTS</b>	
Statement of Net Assets	4-5
Statement of Revenues and Expenses and Changes in Net Assets	6

**INDEPENDENT ACCOUNTANTS' COMPILATION REPORT ON FINANCIAL STATEMENTS**

To the Board of Directors  
Jefferson County Development Authority  
Charles Town, West Virginia

We have compiled the accompanying statement of net assets of the Jefferson County Development Authority as of March 31, 2010 and the related statement of revenues and expenses and changes in net assets for the nine months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Jefferson County Development Authority has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

*Decker & Company PLLC*

May 20, 2010

Jefferson County Development Authority

**STATEMENT OF NET ASSETS**

March 31, 2010

**ASSETS**

**CURRENT ASSETS**

Cash and temporary investments	\$ 1,686,520
Accrued interest receivable	179
Prepaid expenses	<u>2,924</u>
Total current assets	<u>1,689,623</u>

**RESTRICTED ASSETS**

Cash - Telecenter	26,569
Cash - Agriculture Development	6,641
Rents receivable - Telecenter	<u>43,336</u>
Total restricted assets	<u>76,546</u>

**PROPERTY AND EQUIPMENT**

Furniture, fixtures, and equipment	322,001
Less accumulated depreciation	<u>(258,381)</u>
Total property and equipment	<u>63,620</u>

**OTHER ASSETS**

Land and development	7,893,971
Debt issuance costs	39,485
Loan receivable - daycare	<u>20,000</u>
Total other assets	<u>7,953,456</u>
Total assets	\$ <u>9,783,245</u>

See independent accountants' compilation report.

Jefferson County Development Authority

**STATEMENT OF NET ASSETS (continued)**

March 31, 2010

**LIABILITIES**

**CURRENT LIABILITIES**

Accounts payable - trade	\$ 5,678
Deposits	10,000
Accrued interest payable	<u>181,057</u>
Total current liabilities	<u>196,735</u>

**CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS**

Accounts payable - Telecenter	6,655
Notes payable - Telecenter	<u>21,973</u>
Total current liabilities payable from restricted assets	<u>28,628</u>

**LONG-TERM LIABILITIES**

Due to Jefferson County Commission - park infrastructure	200,000
Notes Payable	<u>6,364,658</u>
Total long-term liabilities	<u>6,564,658</u>
Total liabilities	<u>6,790,021</u>

**NET ASSETS**

Invested in capital assets, net of related debt	1,452,418
Restricted for Telecenter operations	41,277
Restricted for Agriculture Development	6,641
Unrestricted	<u>1,492,888</u>
Total net assets	<u>2,993,224</u>
Total liabilities and net assets	\$ <u><u>9,783,245</u></u>

See independent accountants' compilation report.

Jefferson County Development Authority

**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET ASSETS**

For the nine months ended March 31, 2010

**OPERATING SUPPORT AND REVENUES**

Support from Jefferson County Commission	\$ <u>284,550</u>
Total operating support and revenues	<u>284,550</u>

**OPERATING EXPENSES**

Advertising/Marketing	9,888
Contract labor	3,165
Depreciation	2,194
Dues and subscriptions	4,921
Employee benefits	51,538
EPEF expenses	(845)
Other operating	39,659
Professional fees	23,874
Rent	2,467
Salaries	151,185
Seminars/conferences	2,001
Supplies	1,627
Travel	<u>6,921</u>
Total operating expenses	<u>298,595</u>

Operating support and revenues less operating expenses	<u>(14,045)</u>
--	-----------------

**NON-OPERATING SUPPORT AND REVENUES (EXPENSES)**

Interest income	28,003
Telecenter interest income	37
Interest expense	(171,578)
Telecenter grants and revenues	219,859
Telecenter expenses	(238,838)
Agriculture Development expenses	<u>(61,148)</u>

Total non-operating support and revenues (expenses)	<u>(223,665)</u>
---	------------------

Change in net assets	<u>(237,710)</u>
----------------------	------------------

Net assets at beginning of period	3,222,513
Prior-period adjustment posting of prior year audit adjustments	<u>8,421</u>
Net assets at beginning of period as restated	<u>3,230,934</u>
Net assets at end of period	\$ <u>2,993,224</u>

See independent accountants' compilation report.

JCDA Notes  
3/31/10

Just a couple notes to help clean up your QuickBooks file:

- Need to clean up old outstanding checks – see printout. Do these checks need voided and re-issued? If they need voided, don't actually void the checks, but make a deposit in the current period using the same amount and account noting in the memo they check number it was voiding. This keeps our financial statement numbers in line with prior periods. Then if they need re-issued, write a new check with a current date using same amount and account.
- Need to remove \$0 deposits – next time you reconcile your bank account, be sure to mark off the \$0 deposits as well. This will clean them off your reports.
- As per our meeting on May 14<sup>th</sup>, I have made two new land and development accounts:
  - 1106 NT Land & Option
  - 1108 Burr Phase II

These are both going to be "Other Assets" and subaccounts of 1105 Land & Development Costs.

3:33 PM

04/05/10

## Jefferson County Development Authority Reconciliation Detail

1020 · J.C. Dev. Auth. - General Acct, Period Ending 03/31/2010

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						18,405.97
<b>Cleared Transactions</b>						
<b>Checks and Payments - 29 items</b>						
Check	12/14/2009	5402	Potomac Headwater ...	X	-10,000.00	-10,000.00
Check	2/19/2010	5432	West Virginia Cham...	X	-295.00	-10,295.00
Check	2/19/2010	5424	Forum for Rural Inno...	X	-35.00	-10,330.00
Check	2/25/2010	5440	WV Board of Risk M...	X	-5,224.00	-15,554.00
Check	2/25/2010	5436	Eden Design	X	-750.00	-16,304.00
Check	2/25/2010	5435	Purple Iris Events at ...	X	-500.00	-16,804.00
Check	2/25/2010	5438	CoStar	X	-200.00	-17,004.00
Check	2/25/2010	5437	Comcast	X	-63.95	-17,067.95
Check	2/25/2010	5439	Sprint PCS	X	-36.91	-17,104.86
Check	2/25/2010	5434	Staples, Inc	X	-12.99	-17,117.85
Check	2/28/2010	5441	Whitney Burch	X	-46.00	-17,163.85
Check	3/5/2010	5443	Sprint PCS	X	-211.99	-17,375.84
Check	3/12/2010	5448	J. C. Kunkle & Asso...	X	-3,500.00	-20,875.84
Check	3/12/2010	5450	Tech Methods	X	-3,042.50	-23,918.34
Check	3/12/2010	5444	Kellie Boles	X	-589.19	-24,507.53
Check	3/12/2010	5445	CoStar	X	-563.98	-25,071.51
Check	3/12/2010	5447	Purple Iris Events at ...	X	-500.00	-25,571.51
Check	3/12/2010	5449	Office of State Auditor	X	-280.00	-25,851.51
Check	3/12/2010	5454	The Journal	X	-200.00	-26,051.51
Check	3/12/2010	5446	Department of Envir...	X	-150.00	-26,201.51
Check	3/12/2010	5452	United Bankcard	X	-146.98	-26,348.49
Check	3/12/2010	5453	Business Technolog...	X	-120.00	-26,468.49
Check	3/12/2010	5451	Shenandoah Spring ...	X	-12.50	-26,480.99
Check	3/22/2010	5459	Dewberry	X	-5,270.00	-31,750.99
Check	3/22/2010	5455	Allegheny Power	X	-4,245.63	-35,996.62
Check	3/22/2010	5461	Appalachian Heating...	X	-1,200.00	-37,196.62
Check	3/22/2010	5457	Decker & Co	X	-775.00	-37,971.62
Check	3/22/2010	5460	Sprint PCS	X	-212.36	-38,183.98
Check	3/22/2010	5458	Eden Design	X	-15.00	-38,198.98
<b>Total Checks and Payments</b>					<b>-38,198.98</b>	<b>-38,198.98</b>
<b>Deposits and Credits - 1 item</b>						
Deposit	3/4/2010		Deposit	X	29,052.00	29,052.00
<b>Total Deposits and Credits</b>					<b>29,052.00</b>	<b>29,052.00</b>
<b>Total Cleared Transactions</b>					<b>-9,146.98</b>	<b>-9,146.98</b>
<b>Cleared Balance</b>					<b>-9,146.98</b>	<b>9,258.99</b>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 13 items</b>						
Check	6/10/2004	3830	WV Manufacturers ...		-275.00	-275.00
Check	7/9/2007	4628	West Virginia Econ. ...		-150.00	-425.00
Check	12/31/2007	4779	Pifer Office Supply, I...		-2.41	-427.41
Check	1/14/2008		Transfer		-50.00	-477.41
Check	5/26/2009	5216	Charles Town Races...		-603.28	-1,080.69
Check	11/6/2009	5367	Jefferson County Far...		-65.98	-1,146.67
Transfer	12/31/2009				-4.56	-1,151.23
Check	2/28/2010	5442	Edwina M Donley		-49.00	-1,200.23
Check	3/31/2010	5465	The Nielsen Compa...		-1,521.00	-2,721.23
Check	3/31/2010	5466	Office Services		-90.00	-2,811.23
Check	3/31/2010	5462	Edwina M Donley		-78.50	-2,889.73
Check	3/31/2010	5463	Whitney Burch		-70.00	-2,959.73
Check	3/31/2010	5464	Comcast		-63.95	-3,023.68
<b>Total Checks and Payments</b>					<b>-3,023.68</b>	<b>-3,023.68</b>

*These items  
have been  
outstanding for  
a while.*

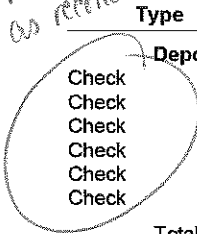
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04/05/10

### Jefferson County Development Authority Reconciliation Detail

1020 - J.C. Dev. Auth. - General Acct, Period Ending 03/31/2010

*next bank reconciliation,  
mark these as reconciled  
too.*



Type	Date	Num	Name	Clr	Amount	Balance
<b>Deposits and Credits - 6 Items</b>						
Check	10/15/2009	5358			0.00	0.00
Check	11/17/2009	5372			0.00	0.00
Check	11/17/2009	5374			0.00	0.00
Check	12/18/2009	5406			0.00	0.00
Check	1/4/2010	5410			0.00	0.00
Check	3/22/2010	5456			0.00	0.00
Total Deposits and Credits					0.00	0.00
Total Uncleared Transactions					-3,023.68	-3,023.68
Register Balance as of 03/31/2010					-12,170.66	6,235.31
<b>Ending Balance</b>					<b>-12,170.66</b>	<b>6,235.31</b>

**Jefferson County Development Authority  
Trial Balance**

3 Quarters Ended Mar 31, 2010				
Account	T	Account Description	Debit	Credit
1000	A	Restricted Assets:BCT - Telece	26,410.98	
1001	A	Telecenter Cash on Hand	158.35	
1010	A	Cash on Hand	10.99	
1020	A	J.C. Dev. Auth. - General Acct	6,235.31	
1030	A	Merrill Lynch A/C	12,807.18	
1040	A	Rural Development	6,640.55	
1051	A	BBT Burr Park Phase II Escrow	1,254,217.86	
1060	A	MVB CD#1	104,827.59	
1061	A	United Bank - CD	51,292.15	
1062	A	MVB Bank - CD #2	105,164.59	
1063	A	BCT - CD	50,836.18	
1064	A	BB&T - CD	0.00	
1065	A	Money Market MVB	101,127.83	
1075	A	Restricted Assets:Rents receiva	43,335.90	
1077	A	Grants Receivable	0.00	
1078	A	Receivable-accrued interest	178.83	
1080	A	Note Receivable - Curr.	0.00	
1085	A	Note Receivable - Current	0.00	
1090	A	Prepaid Expenses	2,924.12	
1106	A	Burr Ph I NT Land	669,615.57	
1108	A	Burr Park PH II	7,224,355.74	
1112	A	Land & Development:Property	0.00	
1114	A	Land & Development:Property	0.00	
1115	A	Land & Development:Capitaliz	0.00	
1116	A	Land & Development:Burr Indi	0.00	
1117	A	Land & Development:Burr Indi	0.00	
1118	A	Land & Development:Capitaliz	0.00	
1120	A	Debt Issuance Costs	39,485.25	
1151	A	Land & Development:Phase II -	0.00	
1152	A	Land & Development:Capitaliz	0.00	
1201	A	Accounts Receivable	0.00	
1260	A	L/R Long Term	20,000.00	
2010	A	Total Furniture & Fixtures:Furr	30,658.67	
2020	A	Total Furniture & Fixtures:Aud	9,274.00	
2120	A	Accumulated Depreciation:Acc		22,484.27
2130	A	Accumulated Depreciation:Acc		9,274.00
2200	A	Loan Acquisition Costs	86,118.00	
2205	A	Accumulated Amortization		86,118.00
2210	A	Total Furniture & Fixtures:Furr	158,157.67	
2220	A	Total Furniture & Fixtures:Corr	123,910.24	
2310	L	Accumulated Depreciation:Acc		226,622.51
3000	L	Accts Payable		5,678.40
3001	L	Accts Payable - Telecenter		6,654.55
3005	L	Deposits Payable		10,000.00
3020	L	Line of credit - Telecenter		21,973.52
3050	L	Due to JC Comm.		200,000.00
3055	L	N/P - WVEDA		3,776,327.00
3057	L	N/P - WVEDA WVIJDC		2,588,331.00
3060	L	Accrued Interest		181,056.62
3990	L	Investment in Capital Assets		1,452,418.00
3991	L	Restricted for Telecenter		41,277.00
3992	L	Restricted for Ag Development		6,641.00
3995	L	Fund Balance		1,730,597.36
4010	R	Jeff Co Commission		284,549.84
4100	R	NTO Project		0.00
4160	R	Grant Income - Telecenter		219,858.62
4200	R	West Virginia Development Of		0.00
4810	R	Other Income		0.00
4850	R	Interest Income		28,002.76
4853	R	Interest Income - Telecenter		36.94
6110	E	Advertising	9,888.07	
6135	E	Computer Services	269.90	
6150	E	Contract Labor	3,165.00	
6160	E	Depreciation Expense	2,193.74	
6170	E	Dues & Subscriptions	4,920.50	
6180	E	Employee Benefits	51,538.31	
6190	E	Freight		2,952.47
6195	E	Insurance	20,896.00	

**Jefferson County Development Authority  
 Trial Balance**

			3 Quarters Ended Mar 31, 2010	
Account	T	Account Description	Debit	Credit
6200	E	Interest Expense	50.61	
6203	E	Interest Expense - BB&T	171,527.31	
6230	E	Maintenance	4,030.00	
6236	E	Meetings	356.46	
6240	E	Miscellaneous	183.00	
6241	E	Miscellaneous - EPEF		844.86
6242	E	Miscellaneous - Ag Developme	61,148.00	
6260	E	Printing Costs	105.62	
6270	E	Prof Services - Accting & Audi	6,002.50	
6275	E	Prof Services - Engineering	0.00	
6277	E	Professional Tech. Services	14,701.88	
6280	E	Prof Services - Legal	3,169.73	
6291	E	Rent Expense	2,466.64	
6300	E	Seminar/Registration	225.00	
6320	E	Salaries	151,184.56	
6322	E	Service Charge		7.00
6325	E	Signs	285.00	
6330	E	Supplies - Computers	277.39	
6340	E	Supplies - Office	1,349.50	
6360	E	Telephone	2,028.00	
6370	E	Training	1,420.00	
6380	E	Travel Expenses	6,920.99	
6390	E	Utilities - Electric	14,820.34	
7000	E	Operating Expense - Telecenter	238,838.12	
22220	A	Total Furniture & Fixtures:Cor	0.00	
		<b>Total</b>	<u>10,901,705.72</u>	<u>10,901,705.72</u>
		<b>Period Profit/(Loss)</b>	<u>(237,709.68)</u>	

Prepared by \_\_\_\_\_

**Jefferson County Development Authority  
Adjusting Journal Entries**

10159

Page 1

Reviewed by \_\_\_\_\_

Reference	Type	Date Account Number	Description	Debit	Credit	Net Income Effect	Workpaper
AJE01	Adjusting	03/31/10					
		1060	MVB CD#1	4,827.59			
		1061	United Bank - CD	499.33			
		1062	MVB Bank - CD #2	5,164.59			
		1063	BCT - CD	402.37			
		1078	Receivable-accrued interest		8,985.18		
		4850	Interest Income		1,908.70		
						1,908.70	A section
			To adjust CD's for interest earned				
AJE02	Adjusting	03/31/10					
		6203	Interest Expense - BB&T	57,175.77			
		3060	Accrued Interest		57,175.77		
						(57,175.77)	M-2&3
			To accrue interest on WVEDA loans				
AJE03	Adjusting	03/31/10					
		1090	Prepaid Expenses	755.09			
		6170	Dues & Subscriptions		755.09		
						755.09	D-1
			To adjust prepaids at 3/31/10				
AJE04	Adjusting	03/31/10					
		6160	Depreciation Expense	731.24			
		2120	Accumulated Depreciation:Accum		731.24		
						(731.24)	F-1
			To record depreciation				
AJE05	Adjusting	03/31/10					
		6320	Salaries	15,640.48			
		6180	Employee Benefits	5,441.68			
		6291	Rent Expense	308.33			
		4010	Jeff Co Commission		21,390.49		
						0.00	Z-100
			To record JC Commission transactions - CLIENT DO NOT POST				

Prepared by \_\_\_\_\_

**Jefferson County Development Authority**  
**Adjusting Journal Entries**

10159

Page 2

Reviewed by \_\_\_\_\_

Reference	Type	Date Account Number	Description	Debit	Credit	Net Income Effect	Workpaper
AJE06	Adjusting	03/31/10					
		6270	Prof Services - Accting & Audit	625.00			
		6340	Supplies - Office	12.50			
		6277	Professional Tech. Services	457.95			
		6280	Prof Services - Legal	1,080.00			
		6390	Utilities - Electric	1,595.05			
		6360	Telephone	202.94			
		6380	Travel Expenses	1,426.86			
		6170	Dues & Subscriptions	250.00			
		6340	Supplies - Office	1.19			
		6277	Professional Tech. Services	26.91			
		3000	Accts Payable		5,678.40		
						(5,678.40)	
			To record 3/31/10 Accounts Payable - CLIENT REVERSE ENTRY AT 4/1/10				N-1
AJE07	Adjusting	03/31/10					
		1000	Restricted Assets:BCT - Telecenter	14,568.28			
		1001	Telecenter Cash on Hand	26.61			
		1075	Restricted Assets:Rents receivable		20,664.19		
		2310	Accumulated Depreciation:Accum		6,702.05		
		3001	Accts Payable - Telecenter	11,645.91			
		3020	Line of credit - Telecenter		5,999.90		
		4160	Grant Income - Telecenter		69,448.40		
		4853	Interest Income - Telecenter		12.63		
		7000	Operating Expense - Telecenter	76,586.37			
						(7,125.34)	
			To record Biztech transactions				Z-900
AJE08	Adjusting	03/31/10					
		1151	Land & Development:Phase II - Bu		5,746,199.16		
		1152	Land & Development:Capitalized I		86,291.61		
		1116	Land & Development:Burr Industr		1,302,823.87		
		1117	Land & Development:Burr Industr		89,041.10		
		1112	Land & Development:Property for		305,631.50		
		1115	Land & Development:Capitalized I		114,376.26		
		1114	Land & Development:Property for		179,444.50		
		1118	Land & Development:Capitalized I		64,893.31		
		1108	Burr Park PH II	7,224,355.74			
		1106	Burr Ph I NT Land	664,345.57			
						0.00	
			To combine land & dev costs to 2 parcels				E-1
AJE09	Adjusting	03/31/10					
		1106	Burr Ph I NT Land	5,270.00			
		6275	Prof Services - Engineering		5,270.00		
						5,270.00	
			To reclass Dewberry payment to				

Prepared by \_\_\_\_\_

**Jefferson County Development Authority**  
**Adjusting Journal Entries**

10159

Page 3

Reviewed by \_\_\_\_\_

Reference	Type	Date Account Number	Description	Debit	Credit	Net Income Effect	Workpaper
			subdivide NTO lots				
AJE10	Adjusting	03/31/10					
		3990	Investment in Capital Assets	1,107,108.00			
		3991	Restricted for Telecenter	14,597.00			
		3992	Restricted for Ag Development	2,485.00			
		3995	Fund Balance		1,124,190.00		
			To adjust net assets to f/s			0.00	f/s
		TOTAL		<u>9,217,613.35</u>	<u>9,217,613.35</u>	<u>(62,776.96)</u>	

DECKER & COMPANY PLLC  
CERTIFIED PUBLIC ACCOUNTING

Warm Springs Business Centre • 64 Warm Springs Avenue • Martinsburg, WV 25404

May 20, 2010

Ms. Lane Donley  
Jefferson County Development Authority  
PO Box 237  
Charles Town, WV 25414

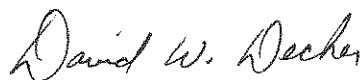
Dear Lane:

Enclosed please find seven (7) bound and two (2) unbound copies of the Jefferson County Development Authority's compiled financial statements for the nine months ended March 31, 2010. Also enclosed is a copy of the March 31, 2010 trial balance and journal entries for the Development Authority. We have also given an unbound copy of the financial statements to Beverly at BizTech as well as their trial balance and journal entries for the nine months ended March 31, 2010

If you have any questions, please give us a call.

Sincerely,

Decker and Company PLLC



David W. Decker, CPA  
Member

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

Charles Town  
 1999 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 34.56%	HARPERS FERRY 3.65%	RANSON 35.06%	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	\$ 161,386.76	\$ 161,386.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/24/10	\$ 160,366.28	\$ 160,366.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 642,888.26	\$ 642,888.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ 269,174.22

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

Week Ending Date	Week Ending
	July 24, 2010
<b>To be Deposited on:</b>	<b>July 30, 2010</b>
Amount Played	83,955,628.78
Amount Won	75,279,867.09
Amount Promo	282,226.00
MWAP Contribution	<u>41,021.29</u>
<b>Adjusted Gross Terminal Revenue</b>	<b><u>8,352,514.40</u></b>
Administrative Costs @ 4%	934,100.57
Excess Lottery Fund @ 4%	<u>0.00</u>
<b>Net Terminal Revenue</b>	<b><u>8,018,413.83</u></b>
Surcharge @ 10%	0.00
State Share Excess @ 55%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
Track Share of Capital Reinvestment @ 42% - 96%	\$ -
Track Share of Capital Reinvestment @ 42% - 4%	\$ -
<b>Adjusted Net Terminal Revenue</b>	<b><u>8,018,413.83</u></b>
Racetrack @ 46.50% / 42%	3,728,562.43
Lottery Fund @ 30% / 0%	2,405,524.14
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	561,288.97
Workers' Compensation Debt Reduction @ 7%	561,288.97
Employee Pension Fund @ 1% / .5%	80,184.14
Greyhound Development @ .75%	60,138.10
Thoroughbred Development @ .75%	60,138.10
Racing Commission @ 1%	80,184.14
County/Municipality @ 2%	160,368.28
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	110,253.19
Development Office Promotion Fund @ .375%	30,069.05
Research Challenge Fund @ .5%	40,092.07
Capitol Renovation and Improvement Fund @ .6875%	55,128.60
2004 Capitol Complex Parking Garage Fund @ .0625%	5,011.51
<b>1% Funds:</b>	
State Capitol Complex Parking Garage @ 1%	49,242.38
Cultural Facilities and Capitol Resources @ .5%	15,470.88
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>15,470.88</u>
	<b><u>8,018,413.83</u></b>

P.O. Box 2067  
Charleston, WV 25327



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

---

John C. Musgrave  
Director

To: Controller

Location: Jefferson County Commission

Fax #: (304) 725-7916

Phone #: (304) 728-3284

From: Stacy Acree ext. 352

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**Comments:**

VIDEO LOTTERY WEEKLY SETTLEMENT REPORT

## **Attention All County Commissioners' and Staff:**

The following **compressed time line** will be necessary for full filling the requirements of the **special primary election** to take place on **August 28, 2010**.

The eyes of the nation will be on this special election process to fill the unexpired term for United States Senator from West Virginia, created by the passing of the late Senator Robert C. Byrd. County Commissioners state-wide must be diligent in full filling our role in this historic event.

Mr. Dave Nichols, Manager of Elections, WV Secretary of State's Office will be at our annual meeting on Monday, August 2nd, at Stonewall Resort. If you have concerns or questions, you may call him at his contact information below or at the meeting.

Vivian Parsons, CCAWV  
(304) 345-4639

---

**Canvass will begin at 9:00am on Tuesday, August 31, 2010. This will give the county one working day after the election on Saturday to set up everything necessary for an efficient canvass.**

**Canvass MUST be completed by 4:00pm on Wednesday, September 1, 2010.**

**Once this is achieved, a 24-hour clock will begin to tick down for someone to request a recount.**

**If no recount has been requested, the Board of Canvassers will certify the results of the election as close as possible to but after 4:00pm on Thursday, September 2, 2010.**

The SOS will have some staff available to assist with technical issues during canvass. If a county has a problem, they should contact me **IMMEDIATELY** so that any issues can be resolved.

I look forward to seeing you all at the meeting on Monday and thank you for the invitation. The more the lines of communication are open, the better off we will all be in this compressed time frame.

Sincerely,

*Dave Nichols*

Manager of Elections  
WV Secretary of State  
1900 SOWING DRVD E  
Bldg I Room 157-K  
Charleston, WV 25305  
(844)747-8483 (toll free)  
(304)345-6644 (office)  
(304)931-2675 (mobile)

THE COUNTY COMMISSION OF JEFFERSON COUNTY  
PUBLIC HEARING NOTICE

The County Commission of Jefferson County has scheduled two public hearings on amendments to the Jefferson County Subdivision & Land Development Regulations. The first meeting will be held August 4, 2010 at Blue Ridge Elementary School, 29 Keyes Ferry Road, Charles Town. There will be a brief presentation from 7:00 PM to 7:30 PM and then public comment will be taken from 7:30 PM until 9:30 PM. The second hearing will be held August 9, 2010 in the meeting room of the Charles Town Library, 200 East Washington Street, side entrance. There will be a brief presentation from 7:00 PM to 7:30 PM and then public comment will be taken from 7:30 PM until 9:30 PM. Oral and written comments may be presented at the hearing.

Copies of these amendments can be found at the Department of Planning office located at 116 East Washington Street in Charles Town, in any County library, the County Courthouse and on the County's website at <http://www.jeffersoncountywv.org/government/departments/planning-and-zoning/documents.html>.

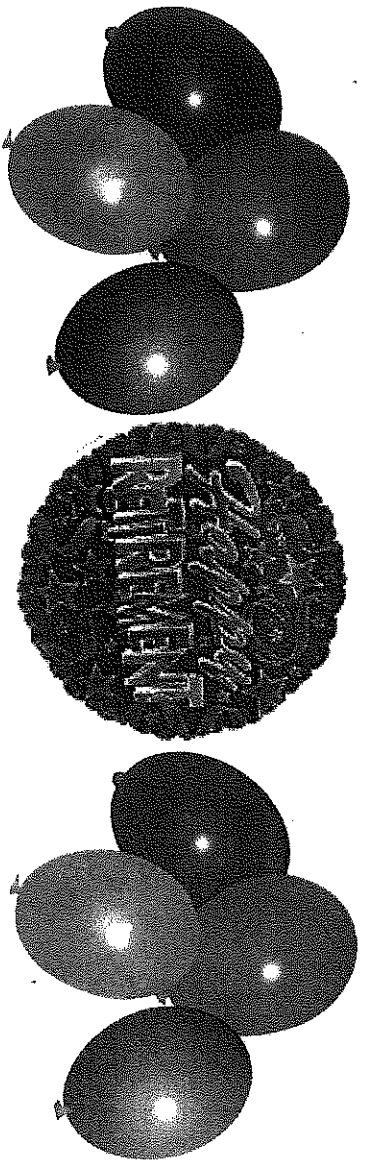
If you have any questions, please call the Department of Planning office at (304) 728-3228.

By Order of the County Commission of Jefferson County

Lyn Widmyer, President

**NOTICE**  
**JEFFERSON COUNTY COMMISSION**  
**MEETING CANCELLATION**

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



**Retirement Open House/Luncheon for Teresa Conchar**

**When:** August 6, 2010

**Where:** Charles Town Police Department  
114 W Liberty St  
Charles Town, WV 25414  
Coffee and Donuts, 9am – 11am

Hollywood Casino at Charles Town Races, Epic Buffet Room  
12pm – 2pm  
Lunch at a cost of \$11.99 per individual

**Dress:** Casual

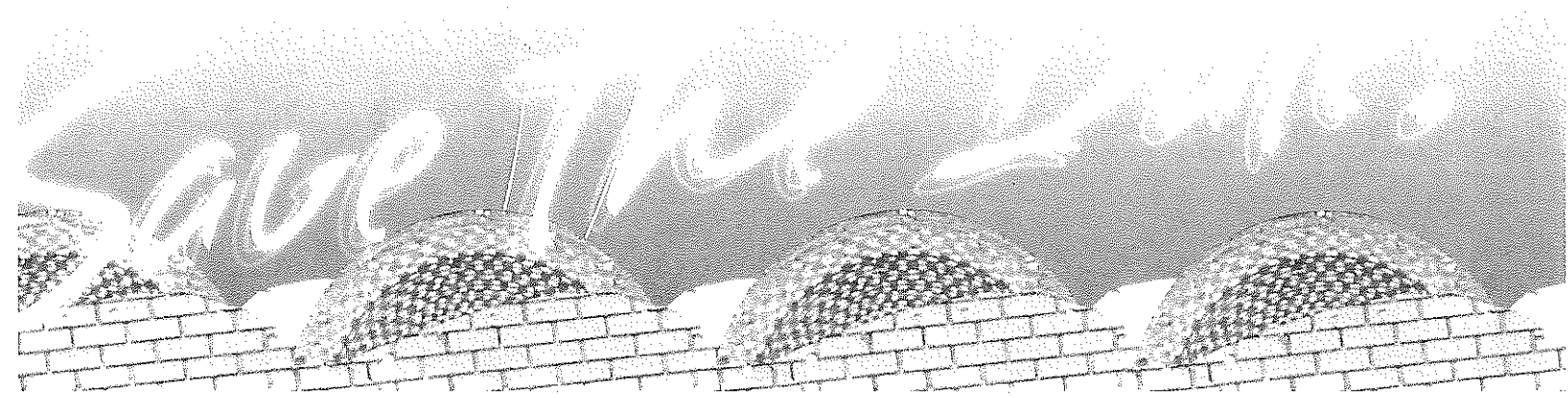
Register online!  
[www.wv.com/2010conference](http://www.wv.com/2010conference)

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own opportunity.

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WEST VIRGINIA

October 17-19, 2010  
Sagelebay Resort

create  
west virginia  
CONFERENCE



# Register online!

[createwv.com/2010conference](http://createwv.com/2010conference)

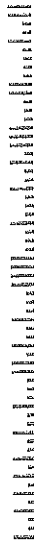
In its fourth year, Create WV comes alive in one of West Virginia's most historic communities – Wheeling. Once West Virginia's state capital, Wheeling is now home to breathtaking historic homes and structures, the amazing Oglebay Resort, the Capitol Theatre and new high-tech centers of business and innovation. Plan to attend Create WV and create your own opportunity!



maplecreative

601 Morris Street, Suite 200  
Charleston, WV 25301

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COUNTY

~~GREGORY~~ CORLISS

COMMISSIONER

100 E WASHINGTON ST

CHARLES TOWN WV 25414-1072

Featured artist: 2010 - Bob Villalunga