

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

APPROVAL OF PURCHASE ORDERS

APPROVAL OF ACCOUNTS PAYABLE

PUBLIC COMMENT

COUNTY ADMINISTRATOR REPORTS

- Noise Ordinance Discussion
- Recognition - Justin Degenars

COUNTY COMMISSION REPORTS

PRESENTATIONS:

1. 10:00 a.m. Recognize 911 Center for 50 years of service
2. 10:15 a.m. Angie Banks, Assessor
- Exonerations
3. 10:30 a.m. Legal Update - Stephanie Grove, Assistant Prosecuting Attorney
4. 10:45 a.m. Lynn Fields, Probate County Clerk's Office
- Order setting date to probate in solemn form the Last Will and Testament of Mildred Olga Valentine
- Order to appoint Henry Morrow, Jr., as Guardian ad Litem on the Estate of Mildred Olga Valentine
5. 11:00 a.m. Jennifer S. Maghan - County Clerk's Report
6. 11:15 p.m. IT Committee Interviews and Appointments - Discussion/Action

7. 11:30 a.m. Ralph Lorenzetti, Prosecuting Attorney
- Approval of Personnel Request

NEW BUSINESS:

8. Approval of Employment - Animal Control Officer
9. Approval of Contract - FEMA Demolition Project
10. Public Safety Employer-Employee Cooperation Act - Senate Bill 3194 - Discussion/Action
11. Approval of Employment - Full-Time Public Safety Dispatcher for the 9-1-1 Center - Brandon Potts

OLD BUSINESS:

12. Roger A. Ritchie, Jr. - Request use of the Meeting Room on December 21, 2010 for a Social Security Seminar Free to the Public - Discussion/Action
13. Roger Goodwin, Chief County Engineer
- Tolling of Construction Bond Agreement - Thorn Hill Subdivision, Lots 1-179 - Discussion/Action
14. Review and discuss a suggested scoring program to be used for agencies that request funding from the County Commission (PN) - Discussion/Action
15. Tim Boyde, County Administrator
- Review of Procurement Card Procedures Draft Policy - Discussion/Action

————AFTERNOON SESSION————

16. 1:30 p.m. WVU Jefferson County Extension - Judy Matlick, Craig Yohn and Jeremy Horvat
- PowerPoint Presentation - Review of WVU Jefferson County Programs, including retirement of Craig Yohn

17. 1:45 p.m. Tim Boyde, County Administrator
- Budget Format Work Session

CORRESPONDENCE:

West Virginia Lottery weekly settlement received.

Letter from The Culture Center advising that Jefferson County has been deemed a Certified Arts Community by the West Virginia Commission on the Arts.

West Virginia Ethics Reporter - November, 2010 received.

Harpers Ferry National Historical Park Community Bulletin, December 2010

Potomac Audubon Society "Valley News" Newsletter, Vol. 29, Dec. 2010

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.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

REVISED

AGENDA REQUEST FORM

Name: Lynn Fields or Karen Olden

Department or Entity: Probate Office

Estimation of amount of time needed for appointment: 10-20 minutes

Date Requested – 1st Choice: December 9th, 2010

Date Requested – 2nd Choice: December 16th, 2010

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

Subject: **(1) Order setting date to probate in solemn form the Last Will and Testament of Mildred Olga Valentine, and (2) Order to appoint Henry Morrow, Jr., as Guardian ad Litem on the Estate of Mildred Olga Valentine**

Please provide the County Commission with a description of your request or presentation, including any background information: **John Dorsey is requesting that Henry Morrow, Jr., be appointed as Guardian ad Litem of the Estate of Mildred Olga Valentine. Mr. Dorsey will at a later date, set by the commission in the order, present a petition requesting that the Last Will and Testament of Mildred Olga Valentine be admitted to probate in solemn form.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **To appoint Henry W. Morrow, Jr., as Guardian ad Litem of the Estate of Mildred Olga Valentine and to set a date to hear the petition to probate in solemn form the Last Will and Testament of Mildred Olga Valentine.**

Attachments: **Copies hand delivered to County Commission/Stephanie Grove**

DEATH CERTIFICATE REQUIRED FOR PROBATE
PROBATE INFORMATION

INFORMATION ABOUT DECEDENT

Name Mildred Olga Valentine Age 89 SS# 216-16-0031

Address P. O. Box 1164, 74 Beauregard Blvd., Charles Town, WV 25414

Date of Death January 17th, 2010 Date Will Probated _____

INFORMATION ABOUT FIDUCIARY

CURATOR

Name Charles B. Howard Form of ID _____

Phone # 304-728-3379 Work # Same Cell # _____

Address P. O. Box 59, Charles Town, WV 25414

Email Address _____

Bond \$ _____ Surety _____ Taxing District Charles Town

INFORMATION ABOUT HEIRS & BENEFICIARIES

Name	Relation	Address
<u>SEE ATTACHMENT</u>		

of C/Q's 2 Copies of Will _____ Attorney John K. Dorsey
DID DECEDENT OWN REAL ESTATE? Yes ***IF NO WILL, COMPLETE BACK

of pgs. of Will w/PO- _____ + # of oaths _____ = \$ _____

AF \$ _____

Probate Order \$ _____ + AF _____ = \$ _____

Total to record Will \$ _____

Order-

Fid -

Bond -

Total - \$

Date Qual. _____

44-1-5?



Andrew Clark 200 Stevenson Square Alexandria, VA 22304 (703) 370-5173	No Relation
Marcy Nesbeth Address Unknown	Niece
Louise Flarety Hopkins 7131 Mount Vista Road Kingsville, MD 21087-1727 (410) 592-9502	No Relation
Peggy Dwyer 711 Ramon Drive Pittsburgh, PA 15238 (412)225-3034	Niece
Mary Strickland 8810 N.W. 4 th Street Pembroke Pines, FL 33024	Niece
Ann Z. (Annie) Sheffield 256 S. Beaver Dam Road Waverly, VA 23890 (804) 720-3959	Niece
Frances Harrell 210 East Main Street Waverly, VA 23890 (804) 712-4215	Niece
Emily (Bryant) Pritchett 1130 N. Grady Avenue Lakeland, FL 33805	Niece
Georgia Z. Anderson, daughter of William Zazworsky, deceased 7262 Cold Harbor Road Mechanicsville, VA 23111	Grandniece
The Holy Rosary Catholic Church 35 Franklin Street Buckhannon, West Virginia 26201-2253 (304) 472-3414	No Relation
St. James Catholic Church 49 Crosswinds Drive Charles Town, WV 25414 (304) 725-5558	No Relation
St. Francis of Assisi Catholic Church 115 1st Avenue Brunswick, MD 21716 (301) 834-9185	No Relation
City of St. Jude	No Relation
St. Jude Children's Research Hospital 501 St. Jude Place Memphis, TN 38105 (800) 822-6344	No Relation
Myrna Ryan P. O. Box 682 Charles Town, WV 25414 (304)724-7777	No Relation
Omaha Home for Boys 4343 N. 52nd Street Omaha, NE 68104 800-408-4663	No Relation

III. BENEFICIARIES UNDER THE LAST WILL AND TESTAMENT OF MILDRED OLGA
VALENTINE DATED AUGUST 18, 2004

<u>Name</u>	<u>Relationship</u>
Claudia Clatterbuck 12711 Harpers Ferry Road Purcellville, VA 20132 (540) 668-6978	No Relation
Susan Smith 3617 Hurst Drive NE Milledgeville, GA 31061-7997 (478) 453-1374	Niece
Amanda Nay Hubert 5785 Bencrest Way Haymarket, VA 20169 (703) 753-9125	Godchild-No Relation
Janeen Smith Garpow 241 Eagles Rest Milledgeville, GA 31061	Grandniece
Andrew Clark 200 Stevenson Square Alexandria, VA 22304 (703) 370-5173	No Relation
Marcy Nesbeth Address Unknown	Niece
Louise Flarety Hopkins 7131 Mount Vista Road Kingsville, MD 21087-1727 (410) 592-9502	No Relation
The Holy Rosary Catholic Church 35 Franklin Street Buckhannon, West Virginia 26201-2253 (304) 472-3414	No Relation
The City of St. Jude 2048 W. Fairview Avenue Montgomery, Alabama 36108 (334) 265-6791	No Relation
Missionary Oblates of Mary Immaculate Missionary Association of Mary Immaculate 9480 N. De Mazenod Drive Belleville, IL 62223 (888) 330-6264	No Relation
Salesian Missions 2 Lefevre Lane New Rochelle, NY 10801-5710 (914) 633-8344	No Relation

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN RE: ESTATE OF MILDRED OLGA VALENTINE

ORDER

This _____ day of November, 2010, came Charles B. Howard, by John K. Dorsey, his attorney, and tendered and asked leave to file his Petition with this Court for probate in solemn form of the Last Will and Testament of Mildred Olga Valentine, deceased. It appearing to the Commission that said Petition is proper, IT IS ORDERED that said Petition be and it is hereby filed.

It is further hereby ORDERED that this matter shall come on for a hearing on the merits of the Petition on _____, 2010, at _____ o'clock, __.m. The Clerk of this Commission shall issue process and summons to all those persons interested in the probate of the Last Will and Testament of Mildred Olga Valentine, deceased, to appear at such date and time to show cause why said Will should not be admitted to probate pursuant to the provisions of Article 5, Chapter 41 of the West Virginia Code.

The Commission being further informed by the said John K. Dorsey that there may be Defendants in the above-styled proceeding who may be unknown defendants, infants, incompetent persons or convicts, does hereby appoint _____, a discreet and competent attorney, as Guardian ad Litem for any unknown defendants, infants, incompetent persons or convicts who may be parties to the

proceeding pursuant to a class known as unknown parties.

The Clerk will enter the foregoing as of the date first above written, and transmit an attested copy thereof to John K. Dorsey, Esquire, P.O. Box 42, Charles Town, WV 25414.

COUNTY COMMISSION OF JEFFERSON COUNTY
WEST VIRGINIA

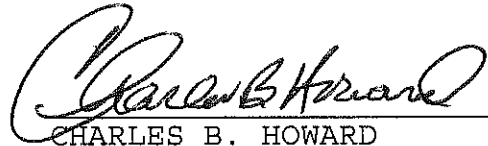
BY: _____
Its President

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN RE: ESTATE OF MILDRED OLGA VALENTINE

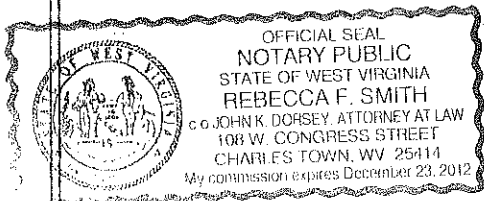
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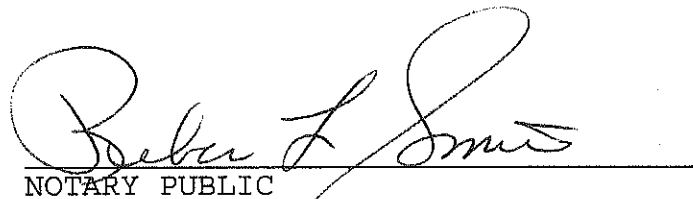
STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, to-wit:

CHARLES B. HOWARD, being duly sworn, upon his oath says
that some or all of the interested parties are unknown or may be
infants, convicts or non-residents of the State of West
Virginia.


CHARLES B. HOWARD

Taken, sworn to and subscribed before me this 5th day of May,
2010, by CHARLES B. HOWARD.




NOTARY PUBLIC

My commission expires:

December 23, 2012

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF MILDRED OLGA VALENTINE

PETITION TO PROBATE A WILL IN SOLEMN FORM

COMES NOW your Petitioner, Charles B. Howard, and petitions for the admission and probate in solemn form of the Last Will and Testament of Mildred Olga Valentine pursuant to the provisions of West Virginia Code Chapter 41, Article 5, Section 5, and represents to the Commission the following:

1. That Charles B. Howard of P. O. Box 59, Charles Town, Jefferson County, West Virginia, is designated as Executor in a writing which is the subject of this Petition and which is a photocopy of the purported Last Will and Testament of Mildred Olga Valentine, deceased, dated August 18, 2004.

2. That Mildred Olga Valentine died January 17, 2010, at Charles Town, Jefferson County, West Virginia.

3. That the last place of residence of the domicile of Mildred Olga Valentine at her death was 74 Beauregard Boulevard, Charles Town, Charles Town District, Jefferson County, West Virginia, and the mailing address thereof was P. O. Box 1164, Charles Town, West Virginia 25414.

4. That at the date of her death the nature of the estate of Mildred Olga Valentine consisted of real estate situate in Charles Town District, Jefferson County, West Virginia, and tangible and intangible personal property.

5. That at the date of her death, the said Mildred Olga Valentine was a widow and had not remarried; that she had no surviving

issue; that her parents had predeceased her; and that all of her siblings had predeceased her, namely Irene Zazworsky Ryan, Catherine Zazworsky Mace and Emil William Zazworsky.

6. That the known heirs at law and distributees of Mildred Olga Valentine as defined under West Virginia Code Chapter 42, and their relationship to the Decedent are as follows:

a. Arthur Ryan, II (son of Irene Zazworsky Ryan who purportedly died in 1997, and was the sister of Mildred O. Valentine), nephew.

b. Susan Mace Smith (daughter of Catherine Zazworsky Mace who purportedly died in December, 1994, and was the sister of Mildred O. Valentine), niece.

c. Peggy Dwyer (daughter of Catherine Zazworsky Mace who purportedly died in December, 1994, and was the sister of Mildred O. Valentine), niece.

d. Mary Z. Strickland (daughter of Emil W. Zazworsky who purportedly died in May, 1984, and was the brother of Mildred O. Valentine), niece.

e. Emily T. Pritchett (daughter of Emil W. Zazworsky who purportedly died in May, 1984, and was the brother of Mildred O. Valentine), niece.

f. Ann Z. Sheffield (daughter of Emil W. Zazworsky who purportedly died in May, 1984, and was the brother of Mildred O. Valentine), niece.

g. Frances Z. Harrell (daughter of Emil W. Zazworsky who purportedly died in May, 1984, and was the brother of Mildred O. Valentine), niece.

h. Georgia Z. Anderson (sole child and daughter of William Zazworsky who purportedly died April 20, 2005, and who was the son of Emil W. Zazworsky who purportedly died in May, 1984, and was the brother of Mildred O. Valentine), grandniece.

7. That after a thorough and diligent search, the Petitioner has delivered to the Clerk of this Commission an original document entitled, "Last Will and Testament of Mildred Olga Valentine" executed by the Decedent on June 18, 2002, a copy of which is attached to this Petition as Exhibit 1, and a photocopy of a document entitled, "Last Will and Testament of Mildred Olga Valentine" executed by the Decedent on August 18, 2004, a copy of which is attached to this Petition as Exhibit 2.

8. That the beneficiaries under the Last Will and Testament of Mildred Olga Valentine dated June 18, 2002, and their relationship to her are as follows:

<u>Name</u>	<u>Relationship</u>
Claudia Clatterbuck	No Relation
Susan Smith	Niece
Amanda Nay	Godchild-No Relation
Janeen Smith	Grandniece
Andrew Clark	No Relation
Marcy Nesbeth	Niece
Louise Flarety	No Relation
Peggy Dwyer	Niece
Mary Strickland	Niece
Annie Sheffield	Niece
Frances Harrell	Niece
Emily (Bryant) Pritchett	Niece

Georgia Z. Anderson, daughter of William Zazworsky, deceased	Grandniece
The Holy Rosary Catholic Church	No Relation
St. James Catholic Church	No Relation
St. Francis of Assisi Catholic Church	No Relation
City of St. Jude	No Relation
St. Jude's Children's Hospital	No Relation
Myrna Ryan	No Relation
Omaha Home for Boys	No Relation

9. That the beneficiaries under the Last Will and Testament of Mildred Olga Valentine dated August 18, 2004, and their relationship to her are as follows:

<u>Name</u>	<u>Relationship</u>
Claudia Clatterbuck	No Relation
Susan Smith	Niece
Amanda Nay	Godchild-No Relation
Janeen Smith	Grandniece
Andrew Clark	No Relation
Marcy Nesbeth	Niece
Louise Flarety	No Relation
The Holy Rosary Catholic Church	No Relation
City of St. Jude	No Relation
Missionary Oblates of Mary Immaculate	No Relation
Salesian Missions	No Relation

10. That prior to the death of Mildred Olga Valentine on January 17, 2010, the Petitioner acted as her attorney in fact under a durable general power of attorney dated December 16, 2002, and recorded in the

Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1047, at Page 636.

11. That during the course of his activities as attorney in fact, and following the death of Mildred Olga Valentine on January 17, 2010, Petitioner has made a diligent and thorough search for the original Last Will and Testament of Mildred Olga Valentine dated August 18, 2004, but has been unable to find the whereabouts thereof.

12. That during the course of his activities as attorney in fact, and preceding the death of Mildred Olga Valentine on January 17, 2010, Petitioner has had no reason to conclude that Mildred Olga Valentine revoked her Last Will and Testament dated August 18, 2004, but is without sufficient information and knowledge to determine whether the Decedent took such actions as to intentionally revoke the aforesaid Will, or whether Decedent either misplaced the same or it was accidentally destroyed without the intent to revoke the same.

13. Personal jurisdiction over the Defendants is asserted pursuant to West Virginia Code §41-5-1, et seq., West Virginia Code §44-1-1, et seq., and West Virginia Code §56-3-33.

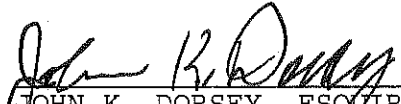
14. Subject matter jurisdiction is asserted pursuant to West Virginia Constitution Article VIII, §6, West Virginia Code §41-1-1, et seq., and West Virginia Code §44-1-1, et seq.

15. Venue lies within this Commission pursuant to West Virginia Code §41-5-4, as said Petition involves the probate of a Will of the Testatrix who at the time of her death had a mansion house or known place of residence in Jefferson County, West Virginia.

WHEREFORE, the Petitioner respectfully petitions this honorable County Commission to issue process and summons to all those persons

known as heirs at law of Mildred Olga Valentine, and those interested in the probate of the Last Will and Testament of Mildred Olga Valentine, deceased, to appear at a day named to show cause why the Last Will and Testament of Mildred Olga Valentine dated August 18, 2004, should not be admitted to probate pursuant to the provisions of Article 5, Chapter 41, of the West Virginia Code, to appoint a guardian ad litem to represent the interest of any unknown beneficiaries of the Estate of Mildred Olga Valentine, to appoint Charles B. Howard as Executor of said Will, and to take such further action as to this Commission may seem fair and just.

CHARLES B. HOWARD
BY COUNSEL


JOHN K. DORSEY, ESQUIRE
Attorney for Petitioner
WV State Bar ID No. 1044
104 West Congress Street
Charles Town, WV 25414
(304) 728-6000

STATE OF WEST VIRGINIA

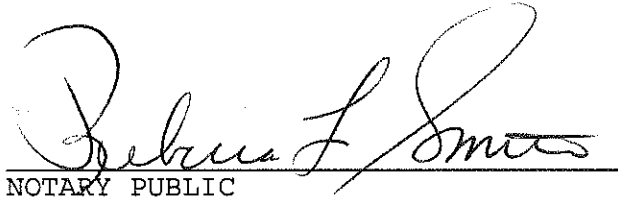
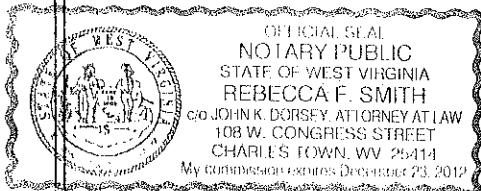
COUNTY OF JEFFERSON, to-wit:

Charles B. Howard, Petitioner in the foregoing Petition, being first duly sworn, says that the facts and allegations therein contained are true, except insofar as they are therein stated to be upon information and belief, and insofar as they are therein stated to be upon information and belief, he believes them to be true.



CHARLES B. HOWARD, EXECUTOR
ESTATE OF MILDRED OLGA VALENTINE

Taken, sworn to and subscribed before me this 12th day of November, 2010, by Charles B. Howard.



NOTARY PUBLIC

My commission expires:

December 23, 2012

EXHIBIT 1

Last Will and Testament

OF

MILDRED OLGA VALENTINE

I, Mildred Olga Valentine, a resident of Jefferson County, West Virginia, being of sound and disposing mind and memory, do hereby make, publish and declare this instrument as and for my Last Will and Testament, hereby revoking any and all Wills and dispositions by me at any time heretofore made.

ARTICLE I DECLARATIONS

1.1 I am a widow and have no living issue.

1.2 It is my wish to be cremated. My cremation is to be done immediately upon my death. My ashes are to be buried on lot #135D in Buckhannon Memorial Park, Buckhannon, West Virginia. There is a marker on the grave. Eackles-Spencer Funeral Home in Harpers Ferry is responsible for my arrangements and they will forward my ashes to Poling St. Claire Funeral Home in Buckhannon.

The ashes of my dog Susy are to be buried with me. Her ashes are in an urn on the shelf in the den of the house. I have marked the urn with her name.

Any memorial service is to be done at the convenience of my family and friends.

ARTICLE II DEBTS, ESTATE EXPENSES, AND TAXES

2.1 I direct that all my just debts, funeral expenses and expenses of administration of my estate, and all inheritance, estate, transfer and other succession taxes or death duties that may be imposed by my taxing authority, state or federal, or other, upon my estate, or any part thereof, arising directly or indirectly by reason of my death, upon any property which passes to my beneficiaries hereunder, or to any persons as beneficiaries of life insurance policies on my life, or by survivorship, or otherwise by reason of my death, be paid as soon as practicable by my Executor from my gross estate.

ARTICLE III DISPOSITION OF MY ESTATE

3.1 I direct that my estate be liquidated by my Executor except for the bequests listed below. I give, devise and bequeath all the rest, residue and remainder of

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my property, both real and personal, of whatsoever nature and wheresoever situate, to my friend, Claudia Clatterbuck, to be hers absolutely and in fee simple, if she survives me. In the event Claudia Clatterbuck does not survive me, I give, devise and bequeath all the rest, residue and remainder of my real and personal property to my niece, Anna Nay.

3.2 I specifically give, devise and bequeath the following items to the following:

- a. I specifically give, devise and bequeath to my friend, Claudia Clatterbuck: my genuine opera length cultured pearls with matching bracelet and enhancer, cameo pin, pearl ring (one pearl), 14k gold diamond pendant necklace, 7 diamond 14k cluster ring, grand father clock, jewelry chest, and 14k pink ice pendant and chain;
- b. To my niece, Susan Smith, the opal ring with diamonds, the 14k blue pendant with chain, 17 diamond tennis bracelet, and 14k diamond earrings;
- c. To my godchild, Amanda Nay, the 14k gold diamond ring, 14k white diamond necklace with matching diamond earrings;
- d. To my cousin, Jancen Smith, the jade ring with matching earrings, 14k white gold tiffany diamond ring, 14k white gold 4 diamond pendant, 14k pineapple necklace and matching earrings, 3 pearl ring, 14k gold earrings (one large diamond and eight small diamonds);
- e. To Andrew Clark, my 14k gold 5 diamond band ring, Governor Winthrop desk;
- f. To my niece, Marcy Nesbeth, my late husband's flag, plaques, awards etc.;
- g. Louise Flarety, the Cross of Jesus, picture of Jesus and plaques;
- h. The remaining jewelry is to be sold.

My Executor is directed to make the following disbursements of money, once the estate has been liquidated. In the event that any of the following beneficiaries predeceases me, than their bequest is to be paid through paragraph #17 below:

1. To Claudia Clatterbuck, my best friend, \$100,000.00;
2. To my niece, Susan Smith, \$5,000.00;
3. To my niece, Peggy Dwyer, \$5,000.00;
4. To my niece, Mary Strickland, \$5,000.00;
5. To my niece, Annie Sheffield, \$5,000.00;
6. To my niece, Francis Harroll, \$5,000.00;
7. To my niece, Emily Bryant, \$5,000.00;
8. To my nephew, Billy Zazworsky, \$5,000.00;

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9. To my godchild, Amanda Nay, \$5,000.00;
10. To the Holy Rosary Church in Buchannon, West Virginia, \$10,000.00 for masses for Margaret Zazworsky, Wasco Zazworsky, Emil Zazworsky, Irene Ryan, Catherine Mase and Willard Mase;
11. St. James, \$5,000.00, masses for Mildred Valentine and Raymond Valentine;
12. St. Francis of Assisi Church in Brunswick, Maryland, \$1,000.00, masses for Mildred Valentine and Raymond Valentine;
13. City of St. Jude in Montgomery, Alabama, \$3,000.00, masses for Mildred Valentine and Raymond Valentine;
14. St. Jude's Children Hospital, \$3,000.00;
15. Louise Flarety, my friend, \$2,000.00;
16. Myma Ryan, my friend, \$2,000.00;
17. Any remaining money is to be paid to Omaha Home for Boy's to be put into the scholastic fund to be used at their discretion.

ARTICLE IV
APPOINTMENTS AND POWERS OF EXECUTOR

4.1 I appoint Charles B. Howard, Executor of my Last Will and Testament and direct that no surety shall be required on his bond.

4.2 In addition to all powers granted by law, I authorize and empower my Executor to:

- (A) borrow money in such amounts for such purpose and upon such terms and conditions for the best interest of my estate;
- (B) sell, at public or private sale, so much or all of my real estate that is in the best interest of my estate;
- (C) sell, lease, pledge, transfer, exchange, convert or otherwise dispose of or grant options with respect to any and all property at any time forming a part of my estate, in such manner, at such time or times, for such purpose and upon such terms, credits and conditions as are advisable;
- (D) execute and deliver any and all instruments in writing which are advisable to carry out any of the foregoing powers. No party entering into any such instrument in writing signed by the Executor shall be obliged to inquire into its validity or

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be bound to see to the application of any money or other property paid or delivered to them pursuant to the terms of any such instrument. This authority includes the execution of deeds, leases, assignments or other instruments as may be necessary to carry out the provisions of this Will;

(E) make disposition of the residue of my estate to persons entitled thereto hereunder, to convey, transfer or pay over the same in kind or in money, or in part kind and part money, and for such purposes to transfer and assign undivided interest in any such property; and for the purposes thereof, the judgment of my Executor shall be conclusive;

(F) vote, in person or by proxy, or consent for any purpose, in respect of any stocks or other securities constituting assets of my estate; and to exercise or sell any rights of subscription or other rights in respect thereof;

(G) do any and every other act necessary and proper to the execution of my estate.

IN WITNESS WHEREOF, I hereunto subscribe my hand and seal to my Last Will and Testament, signed my initials on the three (3) preceding pages and acknowledge the same which is written without any interlineations on four (4) sheets of legal cap paper, in the presence of the undersigned witnesses at Charles Town, West Virginia, this 18th day of June, 2002.

Mildred Olga Valentine
MILDRED OLGA VALENTINE

The foregoing Last Will and Testament was signed, sealed, acknowledged, published, and declared by Mildred Olga Valentine, the above Testatrix, as and for her last Will and Testament, in the presence of us, the undersigned two competent witnesses, and we, at her request, in her presence, and in the presence of each other, all present at the same time, have hereunto subscribed our names as attesting witnesses to said Last Will and Testament on this 18th day of June, 2002.

Candida L. Willis of Summit Point, WV
Diana L. Rensod of Sheu. Jct., WV

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

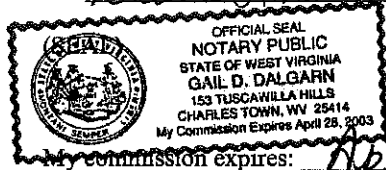
This day personally appeared before me, the undersigned authority, a Notary Public within and for the State and County aforesaid, CANDIDA L. WILLS

and Diana L. Perrod, who being first duly sworn, say that they are all adults residing at the addresses set forth above, and that they are the subscribing witnesses to the last Will and Testament of Mildred Olga Valentine, a resident of Jefferson County, West Virginia, which Will is dated the 18th day of June, 2002; and that on said date the said Testatrix, in said Will, signed, sealed, acknowledged, published and declared the same as and for her Last Will and Testament, in the presence of all of these affiants and that these affiants, at the request of the said Testatrix, all present at the same time, signed their names as attesting to the said Will.

Affiants further say that the affidavit is made at the request of the said Mildred Olga Valentine, Testatrix, and in her presence, and that the said Testatrix, at the time said Last Will and Testament was executed, was, in the opinion of the affiants, of sound and disposing mind and memory, under no constraint or undue influence, and over the age of eighteen (18) years.

Candida L. Wills
Diana L. Perrod

Subscribed, sworn to and acknowledged before me by CANDIDA L. WILLS
and Diana L. Perrod this 18th day of June, 2002.



Gail D. Dalgarn
Notary Public in and for
Jefferson County, West Virginia

My commission expires: April 28, 2003

This instrument was prepared by:
Charles B. Howard, Esq.
CHARLES B. HOWARD, L.C.
114 E. Liberty Street
P. O. Box 59
Charles Town, West Virginia 25414-0059
(304) 728-2220

valentinemildred.will

2004 W. H. C. (New)

EXHIBIT 2

Last Will and Testament

OF

MILDRED OLGA VALENTINE

I, Mildred Olga Valentine, a resident of Jefferson County, West Virginia, being of sound and disposing mind and memory, do hereby make, publish and declare this instrument as and for my Last Will and Testament, hereby revoking any and all Wills and dispositions by me at any time heretofore made.

ARTICLE I DECLARATIONS

1.1 I am a widow and have no living issue.

1.2 It is my wish to be cremated. My cremation is to be done immediately upon my death. My ashes are to be buried on lot #135D in Buckhannon Memorial Park, Buckhannon, West Virginia. There is a marker on the grave. Eackles-Spencer Funeral Home in Harpers Ferry is responsible for my arrangements and they will forward my ashes to Poling St. Claire Funeral Home in Buckhannon.

The ashes of my dog Susy are to be buried with me. Her ashes are in an urn on the shelf in the den of the house. I have marked the urn with her name.

Any memorial service is to be done at the convenience of my family and friends.

ARTICLE II DEBTS, ESTATE EXPENSES, AND TAXES

2.1 I direct that all my just debts, funeral expenses and expenses of administration of my estate, and all inheritance, estate, transfer and other succession taxes or death duties that may be imposed by my taxing authority, state or federal, or other, upon my estate, or any part thereof, arising directly or indirectly by reason of my death, upon any property which passes to my beneficiaries hereunder, or to any persons as beneficiaries of life insurance policies on my life, or by survivorship, or otherwise by reason of my death, be paid as soon as practicable by my Executor from my gross estate.

ARTICLE III DISPOSITION OF MY ESTATE

3.1 I direct that my estate be liquidated by my Executor except for the bequests listed below. I give, devise and bequeath all the rest, residue and remainder of

mj

my property, both real and personal, of whatsoever nature and wheresoever situate, to my friend, Claudia Clatterbuck, to be hers absolutely and in fee simple, if she survives me. In the event Claudia Clatterbuck does not survive me, I give, devise and bequeath all the rest, residue and remainder of my real and personal property to my niece, Susan Smith.

3.2 I specifically give, devise and bequeath the following items to the following:

a. I specifically give, devise and bequeath to my friend, Claudia Clatterbuck: my genuine opera length cultured pearls with matching bracelet and enhancer, cameo pin, pearl ring (one pearl), 14k gold diamond pendant necklace, 7 diamond 14k cluster ring, jewelry chest, and 14k pink ice pendant and chain;

b. To my niece, Susan Smith, the opal ring with diamonds, the 14k blue pendant with chain, 17 diamond tennis bracelet, and 14k diamond earrings;

c. To my godchild, Amanda Nay, the 14k gold diamond ring, 14k white diamond necklace with matching diamond earrings;

d. To my cousin, Janeen Smith, the jade ring with matching earrings, 14k white gold tiffany diamond ring, 14k white gold 4 diamond pendant, 14k pineapple necklace and matching earrings, 3 pearl ring, 14k gold earrings (one large diamond and eight small diamonds);

e. To Andrew Clark, my 14k gold 5 diamond band ring, Governor Winthrop desk, and grandfather clock;

f. To my niece, Marcy Nesbeth, my late husband's flag, plaques, awards etc.;

g. Louise Flarety, the Cross of Jesus, picture of Jesus and plaques;

h. The remaining jewelry is to be sold.

My Executor is directed to make the following disbursements of money, once the estate has been liquidated. In the event that any of the following beneficiaries predeceases me, than their bequest is to be paid through paragraph #6 below:

1. To Claudia Clatterbuck, my best friend, \$125,000.00;
2. To the Holy Rosary Church in Buchannon, West Virginia, \$75,000.00 for masses for Margaret Zazworsky, Wasco Zazworsky, Emil Zazworsky, Irene Ryan, Catherine Mase and Willard Mase;
3. To the City of St. Jude \$50,000.00 for masses for Mildred Valentine and Raymond Valentine.
4. To Missionary Oblates of Mary Immaculate \$50,000.00 for masses for Mildred Valentine and Raymond Valentine.

12711
PERRY
HARRIS, UT
2017
3017 Huest Dr.
MILL CREEK, MD
31061

703-370-5173

714

5. To Salesian Mission \$20,000.00 for masses for Midred Valentine and Raymond Valentine.

6. Any remaining money is to be paid to City of St. Jude in Montgomery, Alabama and St. Jude's Children Hospital, equally.

ARTICLE IV
APPOINTMENTS AND POWERS OF EXECUTOR

4.1 I appoint Charles B. Howard, Executor of my Last Will and Testament and direct that no surety shall be required on his bond.

4.2 In addition to all powers granted by law, I authorize and empower my Executor to:

(A) borrow money in such amounts for such purpose and upon such terms and conditions for the best interest of my estate;

(B) sell, at public or private sale, so much or all of my real estate that is in the best interest of my estate;

(C) sell, lease, pledge, transfer, exchange, convert or otherwise dispose of or grant options with respect to any and all property at any time forming a part of my estate, in such manner, at such time or times, for such purpose and upon such terms, credits and conditions as are advisable;

(D) execute and deliver any and all instruments in writing which are advisable to carry out any of the foregoing powers. No party entering into any such instrument in writing signed by the Executor shall be obliged to inquire into its validity or be bound to see to the application of any money or other property paid or delivered to them pursuant to the terms of any such instrument. This authority includes the execution of deeds, leases, assignments or other instruments as may be necessary to carry out the provisions of this Will;

(E) make disposition of the residue of my estate to persons entitled thereto hereunder, to convey, transfer or pay over the same in kind or in money, or in part kind and part money, and for such purposes to transfer and assign undivided interest in any such property; and for the purposes thereof, the judgment of my Executor shall be conclusive;

(F) vote, in person or by proxy, or consent for any purpose, in respect of any stocks or other securities constituting assets of my estate; and to exercise or sell any rights of subscription or other rights in respect thereof;

(G) do any and every other act necessary and proper to the execution of my estate.

JNV

IN WITNESS WHEREOF, I hereunto subscribe my hand and seal to my Last Will and Testament, signed my initials on the three (3) preceding pages and acknowledge the same which is written without any interlineations on four (4) sheets of legal cap paper, in the presence of the undersigned witnesses at Charles Town, West Virginia, this ~~21~~ day of August, 2004.

Mildred Olga Valentine
MILDRED OLGA VALENTINE

The foregoing Last Will and Testament was signed, sealed, acknowledged, published, and declared by Mildred Olga Valentine, the above Testatrix, as and for her last Will and Testament, in the presence of us, the undersigned two competent witnesses, and we, at her request, in her presence, and in the presence of each other, all present at the same time, have hereunto subscribed our names as attesting witnesses to said Last Will and Testament on this ~~21~~ day of August, 2004.

Charles B. Howard of Charles Town, W
H. D. of Hagerstown, W

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

This day personally appeared before me, the undersigned authority, a Notary Public within and for the State and County aforesaid, Charles B. Howard and H. D., who being first duly sworn, say that they are all adults residing at the addresses set forth above, and that they are the subscribing witnesses to the last Will and Testament of Mildred Olga Valentine, a resident of Jefferson County, West Virginia, which Will is dated the ~~21~~ day of August, 2004; and that on said date the said Testatrix, in said Will, signed, sealed, acknowledged, published and declared the same as and for her Last Will and Testament, in the presence of all of these affiants and that these affiants, at the request of the said Testatrix, all present at the same time, signed their names as attesting to the said Will.

Affiants further say that the affidavit is made at the request of the said Mildred Olga Valentine, Testatrix, and in her presence, and that the said Testatrix, at the time said Last Will and Testament was executed, was, in the opinion of the affiants, of sound and disposing mind and memory, under no constraint or undue influence, and over the age of eighteen (18) years.

Charles B Howard
HS

Subscribed, sworn to and acknowledged before me by Charles B. Howard
and Hester M. Beauchamp this 18th day of August, 2004.

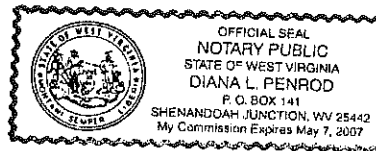
(SEAL)

Diana L Penrod

Notary Public in and for
Jefferson County, West Virginia

My commission expires: 5/7/07

This instrument was prepared by:
Charles B. Howard, Esq.
114 E. Liberty Street
P. O. Box 59
Charles Town, West Virginia 25414-0059
(304) 728-2220



valentinemildred.will

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, November 18, 2010, or as soon thereafter as the Commission may decide:

IT Advisory Committee - Three - 3 year terms expiring November 30, 2013, Two - 2 year unexpired terms ending November 30, 2012, Two - 1 year unexpired term ending November 30, 2011

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414, prior to the proposed date of appointment.

Additional information regarding these appointments may be obtained by calling the Commission Office at (304) 728-3284.

SPIRIT OF JEFFERSON:

PLEASE ADVERTISE ON:

October 7, 14, 21 & 28, 2010

THANKS - JEFFERSON COUNTY COMMISSION

Richard Deal Jr.
39 Winners Crl.
Shenandoah Junction WV, 25442
July 20, 2010

Jefferson County Commission
P.O Box 250, 124 E. Washington Street
Charles Town, WV 25414

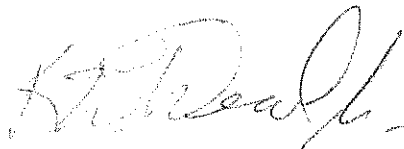
County Commissioners:

Today I write to you to offer my candidacy to the Jefferson County IT Blue Ribbon Panel.

I have 20 years experience working in high performance IT support from the NRL (Naval Research Lab) Advanced Information Technology division, Lockheed Advanced Technology Lab, and JCVI (J. Craig Venter Institute) to Ultraprise Corporation in Shepherdstown WV. At Ultraprise Corporation in Shepherdstown I had to develop novel solutions to support and get around county infrastructure shortcomings such as a wireless internet link to MD to provide reliable diverse and redundant internet connectivity.

I hope to be of service to the county.

Sincerely,

A handwritten signature in cursive script, appearing to read "R. Deal Jr.", written in dark ink.

Richard Deal Jr
President of GreenIT Corp.

July 27, 2010

Yocencia Deal
39 Winners Circle
Shenandoah Junction WV, 25442

Jefferson County Commission
P.O Box 250, 124 E. Washington Street
Charles Town, WV 25414

County Commissioners:

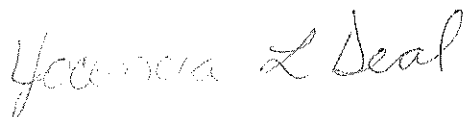
Today I write to you to offer my candidacy to the Jefferson County IT Blue Ribbon Panel.

I'm excited to be given the opportunity to be a part of an enterprise that may enable the county to grow to new heights. During my four years with American Public University System, witnessing its growth, it became clear from the start that the Internet is a powerful learning tool that offers students the convenience of learning at their own pace.

As a former teacher, I see the connection and the need for basic technology infrastructure in K-12 as well as higher education in our county.

I hope to be of service to the county.

Sincerely,

A handwritten signature in cursive script that reads "Yocencia Deal".

Yocencia Deal
Sr. Manager – Enrollment Management
American Public University Systems

Nichelle Hosby

From: Tim Boyde [tboyde@jeffersoncountywv.org]
Sent: Wednesday, November 03, 2010 11:14 AM
To: 'Nichelle Hosby'; 'Debbie Stellato'
Cc: 'Charlotte Hernandez'; 'F. Mark Schiavone'
Subject: FW: Appointments

Importance: High

Please add him to the list of applicants for this committee.

From: Ed Burns [mailto:elburns@gmail.com]
Sent: Wednesday, November 03, 2010 8:20 AM
To: Tim Boyde
Subject: Appointments

Tim
Please put my name in for consideration for the IT Committee & the open position on the Building Commission.
Thanks,
Ed Burns

Neal Nilsen
715 Mt. Vista Trail
Harpers Ferry, WV 25425
November 17, 2010

Jefferson County Commission
P.O. Box 250, 124 E. Washington Street
Charles Town, WV 25414

County Commissioners:

Today I write to you to offer my candidacy to the Jefferson County IT Advisory Committee.

I have enjoyed working as a member since it's creation in January 2007. I provide recommendations to the Information Technology department, the Recreation department, the franchise agreements with American Public Utility, and the grant submitted to provide broadband service to underserved regions of Jefferson County.

As a member of the Jefferson County IT Steering Committee, I was a part of this team, we worked successfully to upgrade the county computer system, the GIS system, the new computer system, and the cable system with the County School district, and the submission of the recent Broadband grant to provide communication to un-served and under-served regions of Jefferson County.

*Michelle
IT Committee*

I am serving my third term as a member of the River View Association (HOA)

- Provide first level support of 92 Home Owners
- Maintain 17 private roads with a 5 vehicle fleet
- Maintain 120 box mail facility and 5 acre recreation area with river front access

I Serve as Vice President of the Jefferson County Organization of HOA's

I am a Volunteer Member of the Jefferson County CERT program and serve on six committees of the Jefferson County office of Homeland Security.

AskNeal, LLC., My Electronic Systems Contracting Company, provides a broad spectrum of technology services to both private and Government organizations. Some of my Customers are:

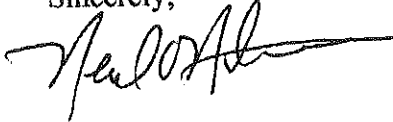
Jefferson County Parks and Recreation
Jefferson County Clerk
Jefferson County Public Service District
Jefferson County Chamber of Commerce
Jefferson County Development Authority
Jefferson County Telework Center / BizTech
Jefferson County Farmland Protection Board
Jefferson County Sheriffs Department
Jefferson County Emergency Services Agency

Page 2

Fire Company 4
Fire Company 5
WV Department of Motor Vehicles
American Public University
Bank of Charles Town

I hope to be of continued service to Jefferson County and its Citizens.

Sincerely,

A handwritten signature in black ink, appearing to read "Neal Nilsen", with a long horizontal flourish extending to the right.

Neal Nilsen

NEAL NILSEN BIOGRAPHY

Has been in telecommunications, IT, and the technology sector since 1965.

Started and operated 7 private technology companies since 1969.

Experienced working in large corporate environments with companies such as IBM and EDS.

Is currently the Founder and owner of AskNeal, LLC. providing technology appropriate solutions to address client needs; whether its communications, IT, audio/visual, safety or energy management and control.

Prior to moving to Jefferson County in May 2002

- . Lived in Pittsburgh PA

- .. Worked with the Ridge Administration with the Stay Invent the future program

- .. The PA League of Cities, PEMA and FEMA training 190 City managers, Police, fire on Survival Planning and Disaster Management.

- .. Worked with the Verizon Foundation and the Harrisburg school district to develop the "Keeping Kids Safe" thematic teaching program

Purchased home in River View Park in December 2002

Serving as President of the River View Association (HOA)

- . Provides first level support of 92 Home Owners

- . Maintains 17 private roads with a 5 vehicle fleet

- . Maintains 120 box mail facility, and 5 acre recreation area with river front access.

Serves as Vice President of the Jefferson County Organization of HOA's

Serves as a member to the Jefferson County IT steering committee.

Is a Volunteer Member of the Jefferson County CERT program

- . Serves on six committees of the Jefferson County office of Homeland Security

Member of the Shannondale Safety Patrol

Serves on the Shannondale Gypsy Moth Committee

- . Subcommittee for Operations

- . Subcommittee for Govermental actions

- .. Created the 2002 "No Boundries" Campaign

- .. Work with WVDA, DNR, ATC, and the extension office

- .. Worked with Deligate Manual to draft H.B. 4546 To form a GypsyMoth task force

Neal Nilsen

From: Jim Ruland [JKRuland@citlink.net]
Sent: Wednesday, February 02, 2005 5:19 PM
To: 'Patricia Noland'
Subject: RE: Jefferson County Computer System

Hello Patsy,

Nice to hear from you. Regrettably, I'm going to be more gone than here (from the county, that is) for the next month, so I can't participate. I do know someone who would be a great addition to your group. His name is Neal Nilsen, he lives in the county & is technically qualified to get the job done. I have approached him about it & he is willing & available for the 4p.m. meeting tomorrow. Just let me know what you would like to do by return Email.

All the Best, Jim

From: Patricia Noland [mailto:circuitclerk@hotmail.com]
Sent: Monday, January 31, 2005 7:16 AM
To: jkruland@rulandassociates.com
Subject: Jefferson County Computer System

Hi, Jim.

Hope all is well with you. Would you be willing to serve on a committee to look at a new computer system for Jefferson County? The new county clerk is making the request for a new computer system. The county commission appointed a committee at last week's meeting. They want a report by March 1, in time to consider it in the 2005 FY Budget, so it can't take a lot of time. If so, we are planning to meet on Thursday, 2/3 at 4 pm.

I would appreciate it very much if you could help me out on this.

Patsy Noland

#7

JEFFERSON COUNTY

Personnel Requisition

Department Name Prosecuting Attorney Date Dec. 3, 2010 Date Needed Jan. 3, 2011

Job Title Temp Legal Intern Salary \$40,000.00(\$10,000 for 90days) Criminal History Check X Yes
No

Suggested Recruitment Source -Current Legal Intern (non-paid)

Applicants Interviewed By Prosecuting Attorney Position Reports To Assistant Prosecutors

Minimum Education Required Law Degree by 1/1/11(not passed bar)

Minimum Experience Required Prior experience completing legal research

Job Duties Function as a paralegal, legal research , trial preparation , and also those functions permitted by the Rules for Attorneys in training

Budget Information


Addition X Replacement Explain or For Whom Temp legal help for scheduled trials, until new attorney is fully functioning

Position Budgeted Yes X No Proposed Salary \$40,000/yr but only for 90 days Date of Hire 1/3/11

Is Position: Full-Time Regular Part-Time On-Call Occasional Temporary X-90 days

Safety/Security Hours Per Week 35

Approvals

Elected Official Approval  Date 12-3-10

Department Head Approval Date

County Commission Approval Date

Comments

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>12910</u></p> <p>Appt Time or New Business: <u>new business</u></p>

AGENDA REQUEST FORM

Name: KIRK PAVIS

Department or Entity: COUNTY COMMISSION

Estimation of amount of time needed for appointment: N/A - NEW BUSINESS

Date Requested - 1st Choice: 9 DEC 2010

Date Requested - 2nd Choice: _____

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

Subject: NEED APPROVAL TO HAVE COUNTY PRESIDENT SIGN THIS DEMOLITION CONTRACT.
REF: FEMA DEMOLITION PROJECT

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

AS STATED ABOVE

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

TO APPROVE LOW BIDDER ON THIS "FEMA DEMOLITION" PROJECT.

Attachments: CONTRACTS ATTACHED

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-third day of November in the year Two Thousand Ten

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Jefferson County Commission
114 E. Washington St.
Charles Town, WV 25414

and the Contractor:

(Name, legal status, address and other information)

Rockwell Construction Co., Inc.
12348 Rockwell Lane
Mercersburg, PA 17236

for the following Project:

(Name, location and detailed description)

Jefferson County House Demolition
522 Riverhaven Dr.
Charles Town, WV

The Architect:

(Name, legal status, address and other information)

Not Applicable. All references to Architect have been deleted.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Once permits are in place this project will be completed within 3 weeks.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 3 weeks from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twelve Thousand Nine Hundred Dollars and Zero Cents (\$ 12,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

(Paragraphs deleted)

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

(Paragraphs deleted)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Contractor's final Application for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Owner will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

Init.

§ 8.3 The Owner's representative:
(Name, address and other information)

Kirk Davis
Jefferson County Commission
114 E. Washington St.
Charles Town, WV 25414

§ 8.4 The Contractor's representative:
(Name, address and other information)

Dennis Hurley
Rockwell Construction Co., Inc.
12348 Rockwell Lane
Mercersburg, PA 17236

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and international Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:45:20 on 11/24/2010 under Order No.9829661824_1 which expires on 10/22/2011, and is not for resale.

User Notes:

(1967797816)

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Rockwell Construction Co., Inc. Quotation dated November 22, 2010.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

 (Printed name and title)



 CONTRACTOR (Signature)

Matthew Rockwell, Vice-President

 (Printed name and title)



Rockwell Construction Co., Inc.
12348 Rockwell Lane
Mercersburg, PA 17236
Phone: 717-328-5237
FAX: 717-328-9142

HIC PA 026984

November 22, 2010

Jefferson County
House Demolition

Rockwell Construction proposes to complete the following work to the Jefferson County House Demolition as follows:

Provide demolition to the well in accordance to the Jefferson County requirements. Cap and remove pump.

Provide demolition to the septic system in accordance to the Jefferson County requirements. Remove, fill, and compact 95%.

Provide straw bale dike to prevent any soil runoff from the property during the demolition process.

Demolition the deck, house, and the basement completely. Remove all materials from site and place them in an approved refuse disposal area with conformation of the tonnage and the materials placed there in written form for Jefferson County and FEMA conformation.

Remove straw bales dike and insure the site is clear of all debris and seed and mulch the disturbed areas.

Remove basement walls, floor will be removed from site, and will not be used as fill. Fill 6' basement with compactable materials.

Once permits are in place this project will be completed in 3 weeks.

The total cost to complete the project as proposed is \$12,900.00
Please call if you have any questions

Sincerely,

Dennis R. Hurley
Rockwell Construction Co., Inc.



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-third day of November in the year Two Thousand Ten

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Jefferson County Commission
114 E. Washington St.
Charles Town, WV 25414

and the Contractor:

(Name, legal status, address and other information)

Rockwell Construction Co., Inc.
12348 Rockwell Lane
Mercersburg, PA 17236

for the following Project:

(Name, location and detailed description)

Jefferson County House Demolition
522 Riverhaven Dr.
Charles Town, WV

The Architect:

(Name, legal status, address and other information)

Not Applicable. All references to Architect have been deleted.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Once permits are in place this project will be completed within 3 weeks.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 3 weeks from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twelve Thousand Nine Hundred Dollars and Zero Cents (\$ 12,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

(Paragraphs deleted)

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

(Paragraphs deleted)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Contractor's final Application for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Owner will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

Init.

§ 8.3 The Owner's representative:
(Name, address and other information)

Kirk Davis
Jefferson County Commission
114 E. Washington St.
Charles Town, WV 25414

§ 8.4 The Contractor's representative:
(Name, address and other information)

Dennis Hurley
Rockwell Construction Co., Inc.
12348 Rockwell Lane
Mercersburg, PA 17236

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Rockwell Construction Co., Inc. Quotation dated November 22, 2010.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

 (Printed name and title)



CONTRACTOR (Signature)

Matthew Rockwell, Vice-President

 (Printed name and title)



Rockwell Construction Co., Inc.
12348 Rockwell Lane
Mercersburg, PA 17236
Phone: 717-328-5237
FAX: 717-328-9142

HIC PA 026984

November 22, 2010

Jefferson County
House Demolition

Rockwell Construction proposes to complete the following work to the Jefferson County House Demolition as follows:

Provide demolition to the well in accordance to the Jefferson County requirements. Cap and remove pump.

Provide demolition to the septic system in accordance to the Jefferson County requirements. Remove, fill, and compact 95%.

Provide straw bale dike to prevent any soil runoff from the property during the demolition process.

Demolition the deck, house, and the basement completely. Remove all materials from site and place them in an approved refuse deposal area with conformation of the tonnage and the materials placed there in written form for Jefferson County and FEMA conformation.

Remove straw bales dike and insure the site is clear of all debris and seed and mulch the disturbed areas.

Remove basement walls, floor will be removed from site, and will not be used as fill. Fill 6' basement with compactable materials.

Once permits are in place this project will be completed in 3 weeks.

The total cost to complete the project as proposed is \$12,900.00
Please call if you have any questions

Sincerely,

Dennis R. Hurley
Rockwell Construction Co., Inc.



*12-9
AGENDA
ITEMS
ATTACHED*

2211 Washington Street East
Charleston, WV 25311-2118
Phone: (304) 346.0591
Fax: (304) 346.0592

Patricia L. Hamilt
Executive Direc

TO: ALL COUNTY COMMISSIONS

From: West Virginia Association of Counties

Re: Attached Letters to Senators Rockefeller & Manchin on Public Safety Employer-
Employee Cooperation Act

4 pages, including cover memo

Date: November 30, 2010

The Board of Directors of the West Virginia Association of Counties has approved the letters included with this fax. They are being faxed and mailed to Senator Rockefeller and Senator Manchin today. Please feel free to use them as a sample if your county wishes to voice a position on this issue. Also included with this fax is a fact sheet from the National Association of Counties (which refers to a House of Representatives bill which is the same legislation).



2211 Washington Street East
Charleston, WV 25311-2118
Phone: (304) 346.0591
Fax: (304) 346.0592

Patricia L. Hamill
Executive Direc

November 30, 2010

The Honorable Joe Manchin III
311 Hart Senate Office Building
Washington, DC 20510

RE: SB 3194

Dear Senator Manchin:

On behalf of the Board of Directors of the West Virginia Association of Counties, I am writing to express our opposition to The Public Safety Employer-Employee Cooperation Act. This legislation mandates state and local governments to enter into collective bargaining agreements with all public safety employees.

We join and support the National Association of Counties along with the National League of Cities, the National Sheriffs' Association, the International Association of Chiefs of Police, the International Public Management Association, and other organizations in their opposition to this legislation. It is an unfunded mandate on local governments that is overly burdensome. We maintain that such decisions should be made by states and their political subdivisions based upon local conditions and circumstances, without federal interference.

This legislation could have serious fiscal and administrative implications on counties because no funding is provided for implementation. Although States could exempt political subdivisions with populations of less than 5,000 or fewer than 25 full-time employees within the state, that exemption would apply to very few counties in West Virginia.

Thank you for your consideration of our position. Please don't hesitate to contact me if you would like more information.

With Best Regards,

Patti Hamilton, Executive Director
West Virginia Association of Counties



2211 Washington Street East
Charleston, WV 25311-2118
Phone: (304) 346.0591
Fax: (304) 346.0592

Patricia L. Hamilton
Executive Director

November 30, 2010

The Honorable John D. Rockefeller IV
531 Hart Senate Office Building
Washington, DC 20510

RE: SB 3194

Dear Senator Rockefeller:

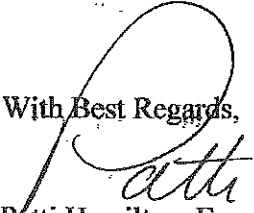
On behalf of the Board of Directors of the West Virginia Association of Counties, I am writing to express our opposition to The Public Safety Employer-Employee Cooperation Act. This legislation mandates state and local governments to enter into collective bargaining agreements with all public safety employees.

We join and support the National Association of Counties along with the National League of Cities, the National Sheriffs' Association, the International Association of Chiefs of Police, the International Public Management Association, and other organizations in their opposition to this legislation. It is an unfunded mandate on local governments that is overly burdensome. We maintain that such decisions should be made by states and their political subdivisions based upon local conditions and circumstances, without federal interference.

This legislation could have serious fiscal and administrative implications on counties because no funding is provided for implementation. Although States could exempt political subdivisions with populations of less than 5,000 or fewer than 25 full-time employees within the state, that exemption would apply to very few counties in West Virginia.

Thank you for your consideration of our position. Please don't hesitate to contact me if you would like more information.

With Best Regards,


Patti Hamilton, Executive Director
West Virginia Association of Counties



Fact Sheet

Mandatory Collective Bargaining for Public Safety Employees

Issue: The Public Safety Employer-Employee Cooperation Act of 2009, (H.R. 413), legislation mandating state and local governments enter into collective bargaining agreements with all public safety employees.

NACO policy: NACO opposes this legislation as an unfunded mandate on local governments that is overly burdensome. While NACO does not oppose collective bargaining in general, it maintains that such decisions should be made by states and localities based upon local conditions and circumstances without federal interference.

Action needed: Contact your Senators and ask them to oppose passage of the Public Safety Employer-Employee Act of 2009.

Background: The House has introduced the Public Safety Employer-Employee Cooperation Act of 2009 (H.R. 413), legislation mandating that state and local governments enter into collective bargaining agreements with their public safety employees. This legislation provides minimum collective bargaining standards for state and local police, firefighters and emergency medical technicians personnel.

Under H.R. 413, the Federal Labor Relations Authority would develop regulations and criteria for state and local governments to permit public safety employees to form, join unions, and bargain over salaries, terms and conditions of employment. While a majority of states currently provide collective bargaining for public safety employees, agreements vary from state to state and even county to county within a state. The Federal Labor Relations Authority (FLRA) would review each state's collective bargaining agreement to determine if it complies with the FLRA regulations. Those states that fail to meet the FLRA criteria would have to change their laws to come into compliance, or they would be subject to regulation of collective bargaining agreements by the FLRA. All states may be impacted including those with collective bargaining agreements, because the legislation provides no exemption for these states.

This legislation potentially has serious fiscal and administrative implications on counties because no funding is provided for state or local implementation. States could exempt political jurisdictions with populations of less than 5,000 or fewer than 25 full-time employees within the state. NACO has joined with the National League of Cities, the National Sheriffs' Association, the International Association of Chiefs of Police, International Public Management Association - Human Resources and other organizations to oppose this legislation.

For further information, contact: Deseree Gardner 202/942-4204 or dgardner@naco.org

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
--

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Jeffrey A. Polczynski, ENP – Director of Communications

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: N/A

Date Requested – 1st Choice: December 9, 2010

Date Requested – 2nd Choice: _____

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

Subject:
Appointment of Full-Time Public Safety Dispatcher to fill vacant position in the 9-1-1 Center

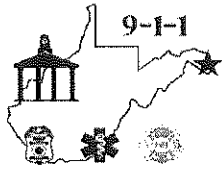
Please provide the County Commission with a description of your request or presentation, including any background information:

The emergency communications center currently has one public safety dispatcher position vacant and a second position becoming vacant on December 12th with the recent resignation of Amy Martin (moving to Part-Time Public Safety Dispatcher). This appointment request will fill one of the two vacant positions.

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

Motion to approve the employment of Brandon Potts as a full-time Public Safety Dispatcher II at Grade III, Step A, in the Emergency Communications Center with exact date of employment to be determined by the Director of Communications

Attachments:
Letter of Appointment Request



Jefferson County Emergency Communications DEPARTMENTAL MEMORANDUM

TO: The County Commission of Jefferson County

FROM: Jeffrey Polczynski, ENP - Director

DATE: December 3, 2010

SUBJECT: Request Appointment – Mr. Brandon Potts – Public Safety Dispatcher

The purpose of this memorandum is to request the approval to employ Mr. Brandon Potts as a Public Safety Dispatcher.

The position that Mr. Potts will fill is an already funded vacancy created by the resignation of a public safety dispatcher.

Mr. Potts comes to Jefferson County Communications as an experienced call taker currently working at Prince George's County Emergency Communications Center. He comes to us with two of the four necessary certifications already fulfilled. He has previous experience as a volunteer firefighter at Shepherdstown Fire Department and is a current resident of the County.

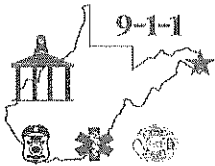
Upon approval, Mr. Potts will be scheduled for Dispatch Academy Class #2 with a starting date to be determined, likely in the first part of January 2011.

Please do not hesitate to contact me for further questions.

Respectfully Submitted,

Jeffrey Polczynski, ENP
Director of Communications

Digitally signed by Jeffrey A. Polczynski, ENP
DN: cn=Jeffrey A. Polczynski, ENP, o=Jefferson
County Emergency Communications, ou,
email=jpolczynski@jeffersoncountywv.org, c=US
Date: 2010.12.03 11:38:48 -05'00'



Jefferson County Emergency Communications Center

Jeffrey A. Polczynski, ENP • Director of Communications
28 Industrial Boulevard, Suite 100, Kearneysville, WV 25430
Phone: 304/728-3317 • Fax: 304/725-5436 • jpolczynski@jeffersoncountywv.org
~ An EMD Accredited Center of Excellence ~

November 18, 2010

Mr. Brandon Potts
136 Mountain Laurel Boulevard
Ranson, WV 25438

Jefferson County Emergency Communications is pleased to provide this letter of employment offer to you for the position of Public Safety Dispatcher.

The position of Public Safety Dispatcher is a technical/professional position working under the direction of the Director of Communications within the Jefferson County Emergency Communications Center located at 28 Industrial Boulevard, Kearneysville, WV 25430. This position is directly supervised by a Supervising Public Safety Dispatcher. This appointment is for Grade III, Step A at the yearly salary of \$35,152 or \$16.90 hourly. You will be compensated on a bi-monthly basis (every two weeks) every other Thursday for a total of twenty-six pay periods a year. You are eligible for direct deposit of your payroll check. This position is eligible to earn overtime. This position is classified as FLSA non-exempt and operates on the County's 80 hour bi-weekly schedule.

Jefferson County Emergency Communications is a twenty-four hour public safety answering point and the full-time staff currently works a twelve hour shift on a rotating two-week basis. This position is required to work nights, weekends, and holidays and you may be required to work overtime as deemed necessary. After training is completed, you may be administratively assigned to a shift until the designated yearly shift sign-up. Jefferson County has a probationary period of one year from date of hire which is defined as the first day on the job plus 365 days. Circumstances may warrant extension of probationary period at the discretion of the Director of Communications.

You will receive eight (8) hours of sick leave each month on the first day of the month. You will be eligible to earn compensatory time-off in lieu of overtime worked. You will receive six (6) hours annual leave per month from year 0-2. Annual leave entitlement increases based upon the length of service with Jefferson County. Refer to the Jefferson County Employee Handbook for further accumulation entitlement. Compensation rules may change as deemed necessary by the Jefferson County Commission.

Jefferson County offers a medical plan through Mountain State Blue Cross Blue Shield and a dental and vision plan through Guardian Insurance. The County pays 100% of the medical, dental and vision premiums for the employee and currently covers half of the cost for family coverage if necessary. Jefferson County affords each employee a Health Reimbursement Account (HRA) for medical reimbursement or premium payments. The County also offers supplemental insurance plans through AFLAC and Colonial Life as well as a group life insurance plan. As a County employee, you are eligible for enrollment in the West Virginia Public Employee Retirement System and the County also offers a 457K (deferred compensation) plan. If desired, a Christmas club deferral of payroll funds can be requested. All compensation information can be obtained by calling the County Finance Department at (304) 728-3279.

This job offer is contingent upon successful screening of the psychological examination. After you begin your training, continued employment is contingent upon successfully passing a comprehensive background investigation. You must complete the paperwork in the background packet and return it within thirty (30) days of this job offer.

Please indicate your choice below. Should you need to discuss this employment offer prior to acceptance, please return this employment offer within two business days. Please contact me at (304) 728-3317 for any other questions you may have.

Accept

Decline


Signature

11-18-2010
Date

#12

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>12/2/10</u></p> <p>Appt Time of <u>New Business</u>:</p>
--

TABLE 2
12-9-10

AGENDA REQUEST FORM

Name: Roger A. Ritchie, Jr.

Department or Entity: _____

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 12-02-10

Date Requested – 2nd Choice: 12-09-10

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

Subject: Social Security Seminar (Public Service)

Please provide the County Commission with a description of your request or presentation, including any background information: **Request use of meeting room for the purpose of holding a “free to the public” social security informational seminar.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to approve the use of the County Commission Meeting Room by Roger A. Ritchie, Jr. from 9:30 a.m. to 11:30 a.m. on Tuesday, December 21, 2010 for the purpose of presenting a free Social Security Seminar for the public.**

Attachments: **County Commission Meeting Room Request Form; Indemnification Form**

Attn: Debbie

COUNTY COMMISSION MEETING ROOM

REQUEST FORM

Date Requested: ~~11/24/10~~ 12/21/10

Meeting Time: ~~12/1~~ 9:30am to 11:30 am

Organization Name: Social Security Seminar (Public Service)

Purpose of Meeting: Public Service

Please attach a brief description of your organization. (You may attach other printed materials.)

Please check the boxes on all that apply to your organization:

- Has previously used the library *Approved last month -> Not available*
- Is a not-for-profit organization
- Can provide a certificate of insurance *See previous Request (Same)*
- Indemnification Form provided in lieu of certificate of insurance

By signing this Request, I acknowledge that I have read and fully understand the Jefferson County Commission Meeting Room Policy for the use of the County Commission Meeting Room located at 200 East Washington Street lower level of the Old Charles Town Library. I agree to assume personal responsibility for my organization's compliance with these regulations, the behavior of all those attending any meeting or program, and the care of the meeting room and all property within the room.

Person Making Request: (printed): Roger A. Ritchie, Jr.

Signature of Person Making Request: *[Signature]* Date: 11/24/10

Contact Person: _____
(If other than the representative signing above)

Representative's Address: _____

Telephone: _____ Fax: _____

COUNTY COMMISSION MEETING ROOM

INDEMNIFICATION FORM

As the individual or the authorized representative of the organization making the reservation, I agree to indemnify and hold harmless the Jefferson County Commission, its agents and representatives, from any and all lawsuits, action, claims or demands of any character or nature arising out of or brought on account of injuries or damages sustained by any person(s) as a consequence or result of using the meeting room, its furnishings or its equipment.

Person Making Request: (printed): Roger Ritchie, Jr.

Signature of Person Making Request: [Signature] Date: 11/24/10

Contact Person: Skip
(If other than the representative signing above)

Representative's Address: 9971⁷¹ S. Court A
Wrensboro Harrisonburg, VA 22801

Telephone: St. L., MO Fax: _____

E-mail: (540) 421-
7003

E-mail:

See Srithies@yahoo.com

#13

Commission Office Use Only	
Date on Agenda:	12/2/10
Appt Time or New Business:	11:15

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: December 2, 2010

Date Requested – 2nd Choice: _____

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

Subject: Tolling of Construction Bond.

Please provide the County Commission with a description of your request or presentation, including any background information: Herb Jonkers, Manager, Thorn Hill, LLC has requested tolling of the construction bond for the Thorn Hill Subdivision, Lots 1-179.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize the Commission and Staff to accept and execute the Tolling of Bonding Agreement with the developer of the Thorn Hill Subdivision, Lots 1-179, File #02-17.

Attachments: Tolling of Bonding Agreement
Roger Goodwin's Memo dated November 22, 2010

**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 2nd day of December, 2010, by Thorn Hill, LLC ("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 the deed found recorded in the Jefferson County Clerk's Office in Deed Book 959, Page 359 (the "Land"); and

WHEREAS, the Land has been legally subdivided (the "Subdivision") into Thorn Hill Subdivision consisting of (179) single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on July 18, 1979 (the "Subdivision Ordinance"), and as shown on that certain plat of the Thorn Hill Subdivision, Lots 1-179, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 at Page 20 (the "Final Plat"); and

WHEREAS, Declarant posted a bond with the County Commission, in the form of a *letter-of-credit*, in the amount of \$3,500,000.00 (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 September 1, 2005 (the "Bond Estimate"), and approved by the Jefferson County Department of Planning, Zoning & Engineering (the "Department") on October 17, 2005; and

WHEREAS, due to economic conditions in the home building industry, 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 surety in the amount of \$10,000 as a 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 surety as a 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 the continuance of an agricultural use existing on the land prior to this agreement, and/or 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 surety for 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 surety for the 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.

Thorn Hill Subdivision, Lots 1-179
(Subdivision Name)

Jefferson County Planning Commission File No. 02-17

Herbert Jonkers, Manager, Thorn Hill, LLC
(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

MEMORANDUM

Jefferson County, West Virginia
Engineering Department

TO: County Commission of Jefferson County

FROM: Roger Goodwin *RLG*
Chief County Engineer

DATE: November 22, 2010

SUBJECT: Thorn Hill Subdivision (JCPC File no. 02-17) – Tolling of Bonding Request

This memorandum is in response to the attached letter from Mr. Herb Jonkers on behalf of Thorn Hill, L.L.C., dated November 17, 2010, requesting to be allowed to toll the bond on the Thorn Hill Subdivision. My comments are as follows:

1. The project is a residential subdivision consisting of 179 lots in the Thorn Hill Subdivision located on Kabletown Road, in the Charles Town Tax District, Tax Map 19, Parcel 14.
2. The Developer is:

Thorn Hill, L.L.C.
P.O. Box 169
Harpers Ferry, WV 25425
3. The initial/current bond amount is \$3,500,000.00
4. No work has started and no lots have been sold.
5. The developer is requesting to be allowed to toll the bond for the following reason:

“...the reason I am asking for tolling of the bonding requirement for the recorded plat of the Thorn Hill subdivision, is because of the economic conditions in the home building industry. The outlook for the industry is for a slow recovery over the next 3 to 4 years.”

6. The bonding policy states that:

"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."

7. Tolling of the bond will result in the following:

- A. The developer is required to execute the Tolling of Bonding Agreement and provide a merger deed and a \$10,000 surety as a Site Stability Bond.

The Tolling of Bonding Agreement will be recorded at the County Clerk's office so that the restriction placed on the lots preventing them from being sold will be found through a title search. The merger deed and the Site Stability Bond will be held by the Bonding Administrator. If the developer defaults on any of the terms of the agreement the County Commission can direct the Bonding Administrator to record the merger deed at the County Clerk's office. The merger deed merges all the lots and returns the parcel/property to its original state prior to subdivision of the land, essentially removing the subdivision plat from record. In addition, the \$10,000 surety for the Site Stability Bond is forfeited to the County Commission.

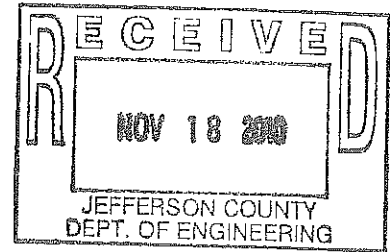
- B. Tolling of the bond has a 4-year time limit. If the developer fails to re-post the full construction bond before expiration of the time limit, the developer will be in default of the agreement.
- C. The developer cannot begin any site improvements or sell any lots as long as the bond is being tolled.
- D. In order to begin installation of the site improvements and/or to sell lots, the developer is required to stop tolling the bond. In doing so, the developer is required to re-post the full amount of the construction bond at the current construction costs at that time. Once the construction bond is reposted,

the merger deed and the \$10,000 surety are returned to the developer.

- E. The developer may toll the bond on any subdivision, or phase of a subdivision, only one time. Once the developer stops tolling of the bond and re-posts the new construction bond the developer shall complete the required site improvements in accordance with the bonding policy.

Recommendation: The project meets the requirements to be allowed to toll the bond. Recommend authorizing the Commission President and staff to execute the Tolling of Bonding Agreement with the developer, provided the County Commission finds that it is justified due to current economic conditions.

02-17



Rebecca F. Burns
Office Mgr/Bonding Administration
Jefferson County Engineering Dept.
116 East Washington St
Charles Town, WV 25414
November 17, 2010


Dear Mrs. Burns;

As requested, attached please find the legal description (exhibit A) of the Thorn Hill property taken from its title policy.

Also as requested, the reason I am asking for the tolling of the bonding requirement for the recorded plat of the Thorn Hill subdivision, is because of the economic conditions in the home building industry. The outlook for the industry is for a slow recovery over the next 3 to 4 years.

Thank you for your aid in this matter,

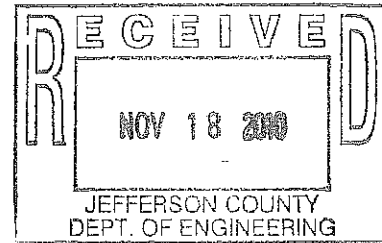
Sincerely,



Herb Jonkers
Manager
Thorn Hill, LLC

02-17

EXHIBIT A



All that certain parcel of real estate, with the improvements thereon and appurtenances and rights-of-way thereunto belonging, about two miles east of Charles Town in Charles Town District, Jefferson County, West Virginia, on the east side of West Virginia State Route 25, containing 162 acres, more or less, as the same is described by metes and bounds in a deed dated December 9, 1971 from Elizabeth D. Myers, widow, to Nell M. reed, et al., recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 337, at Page 207 and to which reference is made, LESS AND EXCEPTING a parcel containing 3.0003 acres conveyed by Nell M. Reed, et al., to Henry W. Morrow, Trustee, by deed February 24, 1989, recorded in the aforementioned Clerk's Office in Deed Book 625, at Page 160.

Scoring Guidelines:

- Constitutional and statutory requirements/limitations supersede all other considerations.
- Participate in public meetings for organizations who request funding from Jefferson County Commission.
- Organization cannot be a political or government organization or sub-organization.
- Funding of the United Way will preclude any competition among member agencies or other eligible agencies. An amount not to exceed () % of the total amount used to fund non-profit organizations.
- Applicants must be dedicated to improving the quality of life for the citizens of Jefferson County.
- Organizations making application for funding must be qualified by the IRS as a 501(c)(3) organization at the time of application and must provide proof of 501(c)(3) status with application.
- Applications for funding are due to the County Administrator by February 1, 2011. Applications received after that date will not be considered. However, effective Fiscal Year 2012, applications are due to the County Administrator by October 15, 2011. Applications submitted after that date will be returned to the sender and your request will not be considered.
- All applications must include an audit if the organization is requesting more than \$5,000. All organizations requesting less than \$5,000 must include their most recent financial statement. It is expected that organizations that request funding from the county commission produce financial statement annually.

Time Frame:

February 1, 2011 - Requests for FY11 funds due. Applications submitted after that date will be given a reduced score for supplemental funding (if available).

March 28, 2011 – Draft Budget due to State;

June 30, 2011 - Final Budget approved for FY11.

August 15, 2011 – Funds distributed.

Source of Funds:

The funding source for non-county agencies is derived from 2 ½% of video lottery funds received during the current fiscal year in which requests for funding occur.

Funding Factors Considered by the County Commission

1. The following factors will be considered when making funding decision. These factors include, but are not limited to:

- Constitutional and Legislative requirements;
- Type of service rendered to the community (health, sports, entertainment, etc.)
- The number of persons served;
- The cost per client/person served;
- Is the viability of the organization dependant on this county commission funding;
- What is the long-term viability of the organization;
- The information contained in the financial statement/audit;
- Completeness and clarity of the application packet;
- Proof that funds received previously were expended for approved purposes;
- Has the organization demonstrated an effort to become self-supportive through fundraising activities and by other means?
- Did a representative of the organization appear before the County Commission at the scheduled public hearing to describe their request and answer questions?
- The total amount of funds available for distribution;
- Are the services your organization provides also provided by another agency?
- Amount of funding an organization receives from other sources (government, grants, fundraising, etc...).
- Previous funding from County Commission

I. **Note that any and all applications submitted as well as supporting documents may be considered public documents and therefore may be viewable and obtainable as such.**

II. **All applications must be submitted electronically and must include the following information:**

- a. All pages of the applications must be numbered with numbers in the upper right hand corner of each page. All applications must include the following and in the following order:
- b. **REQUEST: (Request for Funding Form)**. This form must be submitted in the exact format as the copy provided. No changes to this format will be accepted. An application received with the incorrect format may be disqualified from consideration;
- c. **SUM:** Complete a brief of one-page summary of your request.
- d. **IRS LTR: (A legible copy of the letter issued by the IRS to the specific organization certifying their 501(c)(3)status.)** The actual name of the organization applying must be

the same as approved by the IRS and the designation must be valid in order to be considered for funding. Any organization without a valid 501(c)(3) status will be disqualified from receiving funding.

- e. **IRS Form 990 or 990EZ:** (If required to be filed with the IRS). Generally required for income exceeding \$25,000 annually.) If your organization is not required to file these forms, please indicate the reason.
- f. **FIN:** The organization's own and most recent financial statement showing revenue and expenses. Organizations that request more than \$5,000 from the County Commission must submit financial statements prepared by outside accountants. Also include the organization's most recently approved budget.
- g. **ENDOW:** Statement of Endowment Funds of the organization showing the amount and how funds are invested. If organization has no endowments, so state.
- h. **MGT:** A complete list of organizational officers, directors, and other key employee.
- i. **FUNDS:** Funding received from local, state and government sources. Also, must show funding obtained or currently requested from all other sources.
- j. **PAST:** Evidence showing how funds most recently received from the County Commission was spent. *A mere statement that all funds were spent is not sufficient. Invoices, proofs of purchase or cancelled checks are required. Failure to provide this information may result in a denial of funding.*
- k. **NORP:** A completed and signed Notice of Responsible Person Form.
- l. **CHECKLIST:** Must be at the front of the application.

SCORING SHEET

	Score
1. Is the application complete including audit?	_____
2. Was the application received timely?	_____
3. Is the agency providing services to Jefferson County residents exclusively?	_____
4. Has the agency provided proof of 501©(3) status?	_____
5. Did the agency receive funding from the County Commission in FY2010?	_____
A. If yes, please provide an accounting and proof that the funds were spent for approved purposes. (Invoices, proofs of purchase and cancelled checks are required.)	_____
B. List the type(s) of project(s) for which funding was requested.	_____
6. Is the viability of the organization dependant on County Commission funding?	_____
7. Are the services your organization provided also provided by another agency? If yes, list agency.	_____
8. Amount of funding an organization received from other sources, i.e. government, Grants, fundraising, etc. (List source and amount below.)	_____
9. Has the organization demonstrated an effort to become self-supportive through fundraising activities and by other means?	_____
10. The organization provided support and benefits the following purposes in Jefferson County, WV:	
A. Health and Human Resources:	_____
B. Emergency Services:	_____
C. Civic and Community Activities	_____
D. Athletic and Recreation Activities	_____
E. Educational and Cultural Activities	_____
TOTAL SCORE:	_____

FISCAL YEAR 2011 REQUEST FOR FUNDING

Jefferson County Commission
124 E. Washington Street
P. O. Box 250
Charles Town, WV 25414

Date: _____

Organization Name: _____

Address: _____

City: _____

If address listed above is outside Jefferson County , list place of business in Jefferson County:

Street Address: _____

City: _____ State: _____ Zip: _____

Organization's Telephone Number: _____ Facsimile: _____

Contact Person: _____ Title: _____

Contact Person's Daytime Telephone Number: _____

Amount of funding requested: \$ _____

(Attach an itemized budget, quotations and/or estimates in support of requested amount. TAB ID-DOC)

Funds will be used for: (Be very brief):

_____ Operating Expenses: (Provide an itemized schedule of operating expense to which funds will be received.) (TAB ID-DOC)

_____ Equipment or other Capital Projects: (Provide estimates or quotation for project (TAB-ID-DOC)

Applicant's Charitable Purpose:

- | | |
|--|--|
| <input type="checkbox"/> Health and Human Services | <input type="checkbox"/> Emergency Services |
| <input type="checkbox"/> Civic and Community Activity | <input type="checkbox"/> Athletic and/or Recreational Activity |
| <input type="checkbox"/> Educational and Cultural Activity | <input type="checkbox"/> Other, Specify _____ |

Is this organization recognized by the Internal Revenue Service as a charitable 501©(3) organization?
 Yes No

*(If YES, please attach the Internal Revenue Service letter of determination of tax-exempt status (TAB ID IRS LTR). **If NO, your application will not be considered for funding.***

Is this organization's 501 ©(3) status valid? Yes No

Note: You can check your non-profit status by calling 1-877-829-5500. The County Commission Office will be checking the validity of your non-profit status. Organizations without a valid 501©(3) status will be disqualified from funding.

Has the organization's status ever been denied, revoked or otherwise modified by the IRS?

Yes No

If YES, please attach the letter from the IRS providing an explanation for their decision and also what procedures the applicant has taken to reverse the decision.

Is this organization incorporated? Yes NO

If YES, indicate State Dept. tax number: _____

If YES, what is the status of your Articles of Incorporation? Active Forfeited Other

The County Commission Office will be checking your status. If your status is forfeited, you may be disqualified from receiving funding.

Is this organization an unincorporated association? Yes No

(If YES, you must complete the Notice of Responsible Person form included in this packet.)

Has the applicant filed a 990 non-profit tax return? Yes No

If YES, please attach the most recent completed and signed Form 990 as filed with the IRS. (TAB ID FORM 990)

Does the applicant receive funding from local, state or federal government sources? Yes No

If Yes, please attach a schedule detailing the amounts of such funding and information Concerning the amount and conditions related to any funding provided by other sources. (TAB ID FUNDS)

Has the applicant previously applied for county funds? Yes No

Request for Funding
Page 3

Has the applicant previously received county funds? Yes No

*If Yes, please provide documentation on how the funds were expended. A mere statement or spreadsheet is not sufficient. Invoices, cancelled check, etc. must be provided.
(TAB ID: PAST) Failure to provide sufficient proof may result in a denial of your application.*

Has your organization submitted more than one application for funding consideration for this funding cycle? Yes No

*If you answered YES, please indicate which application should be given funding priority.
 Operating Equipment or Capital Projects*

Give a brief description of the project and how it will improve the quality of life in Jefferson County. **(REQUIRED)** _____

Identify targeted communities in Jefferson County and/or intended audiences for which funding will be utilized. **(REQUIRED)** _____

List partners and/or collaborators who work with your organization to achieve your organization's goals. **(REQUIRED)** _____

Request for Funding
Page 4

How many Jefferson County citizens will benefit from the funding? Explain how they will benefit.
(REQUIRED) _____

Application Submission Statement:

I hereby declare or affirm, under penalty of perjury, that the matters and facts set forth herein are true and correct and that any documents attached are unmodified and true and genuine copies of tax returns as duly filed with the Internal Revenue Service. I also declare and affirm that I am a person duly authorized to enter into legally binding obligations on behalf of the herein applicant organization.

I hereby agree to provide proof that any funds received from the County Commission of Jefferson County were expended for the purpose requested herein within one year from the receipt of said funds. I understand that any modifications to the proposed use of allocated funds must be requested in writing and approved by the Jefferson County Commission prior to the expenditure of the any allocated funds.

I hereby represent and warrant that the applicant organization does not discriminate on the basis of race, creed, sex, age national origin, physical or mental disabilities for employment or the achievement of the mission or goal of the organization.

I understand that any and all applications submitted, as well as supporting documentation may be considered public documents. As such, all applications and supporting documents may be viewable and obtainable by the public.

Signed: _____ Date: _____

Printed name and title: _____

Contact numbers: Home: _____

Work: _____

Cell: _____

Jefferson County, West Virginia

Purchasing Card Procedures

December, 2010

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A. Request for P-Card

B. Authorization for Purchasing Card Use

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F. Lost/Stolen Card Notification

G. Return Merchandise Form

WEST VIRGINIA LOCAL GOVERNMENT
PURCHASING CARDHOLDER AGREEMENT

This agreement outlines the responsibilities I have as a holder of the West Virginia Local Government Purchasing Card. My signature indicates I have read and understand these responsibilities. I agree to adhere to the Purchasing Card Policies and Procedures and any applicable purchasing guidelines, as set forth by the Local Government Entity issuing this purchasing card.

1. I understand that the purchasing card is solely for official business of Local Government Entity, intended to facilitate the payment of goods and services, for conducting official business within applicable activity limits and is not for my personal use.
2. I understand that the use of the purchasing card for payments not authorized within the Local Government Policies and Procedures will be considered misuse of the purchasing card and will be grounds for immediate forfeiture of the purchasing card and/or disciplinary action. I understand that I am personally liable for any payments not authorized by the spending unit and permitted within the Local Government Policies and Procedures.
3. I understand that all charges will be billed directly to and paid directly by the Local Government Entity and that United Bank cannot accept payments from me personally.
4. I understand that the purchasing card is issued in my name and I am responsible for maintaining the security of the purchasing card and for all charges made by or authorized by me against it. I understand and agree that I will not give the purchasing card bearing my name to any other person to use either on my behalf or someone else's.
5. I will keep my purchasing card safe at all times with appropriate security from the time I receive the purchasing card until such time as my purchasing card is surrendered to United Bank or my Local Government Program Coordinator. If my purchasing card is lost or stolen, I agree to immediately notify United Bank at 1.800.242.7600 or 1.800.VISA911 and my Local Government Program Coordinator.
6. I agree to follow the West Virginia State Law, purchasing guidelines of my Local Government Entity and established Policies and Procedures.
7. I understand that the purchasing card must be surrendered upon request and/or upon my termination of employment from the Local Government Entity.
8. I understand that I must receive training on purchasing card usage and policies and procedures prior to using the Local Government Purchasing Card.
9. I understand and agree that the Local Government Purchasing Card is not to be used for cash, cash credits or cash advances.
10. I understand that my Program Coordinator will activate my purchasing card on my behalf.
11. I understand that it is necessary to provide United Bank with certain personal information that will be used only to verify my identity and for security reasons.
12. I understand that it is a violation of policy to manipulate the ordering, billing, or payment process in order to circumvent established cardholder limits.

13. I understand it is my responsibility to save all receipts for transactions posting to my Local Government Purchasing Card and that United Bank does NOT have copies of those receipts.

14. I understand and agree that I will immediately notify my Program Coordinator and/or United Bank of any disputed items appearing on my monthly bill. I further understand that telephoning will not preserve my rights and that I must follow up in writing to United Bank within sixty (60) days of the date of posting or may lose my rights to dispute the item(s).

15. I agree that, should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse my Local Government Entity for all charges improperly authorized by me to the purchasing card and all costs incurred by the Local Government Entity and United Bank related to the collection of such charges.

*Cardholder Signature: _____ Date: _____

Cardholder Name (please print):

Local Entity Name: Jefferson County Commission

**Program Coordinator's Signature: _____ PIN: _____

(Issued by WVSAO)

*Cardholder must sign and forward this form prior to issuance of a purchasing card.

**Program Coordinator will forward a copy of this form to the Regional Representative of the West Virginia State Auditor's Office, Local Government Purchasing Card Program.

1.0 Purpose

To establish a methodology for use and to define the limits of use of Morgan County Purchasing Card (P-Card) provided to certain personnel in order to make payment of goods and/or services required by Jefferson County, West Virginia.

2.0 Applicability

This procedure is applicable to all personnel, who are issued the purchasing card. All personnel issued a P-Card must read and sign a Cardholder Agreement and attend a training session before a MC P-Card will be issued and/or activated.

3.0 References

All payment/purchases made with the purchasing card must be made in accordance with the current Jefferson County Purchasing Policy and within budget limits.

4.0 Attachments

All forms listed as attachments are provided following the end of the policy narrative.

4.1 Sample – “Request for P-Card”

4.2 Sample – “Authorization for P-Card Use”

4.3 Sample – “P-Card Destruction Notice”

4.4 Sample – “Procurement Log”

4.5 Sample – “Statement of Questioned Item”

4.6 Sample – “Lost or Stolen Card Notification”

4.7 Sample – “Purchasing Card Maintenance Request”

4.8 Sample – “Local Government Program Coordinator Set Up and Maintenance Form”

4.9 Sample – “Card Setup Form”

4.10 Sample – “WV Local Government Purchasing Cardholder Agreement”

4.11 Sample – “Local Government card Maintenance Form”

4.12 Sample – “Disputed Transaction Form”

4.13 Sample – “Cardholder Agreement”

5.0 General

5.1 Abbreviations

P-Card – Purchasing Card Program of Jefferson County

5.2 Definitions

5.2.1 Vendor – A company from which Jefferson County purchases goods and services or materials and/or equipment under the provisions of these procedures.

5.2.2 Cardholder – Jefferson County personnel who have been issued purchasing cards and who are authorized to make payment for goods and services or materials and/or equipment in accordance with these procedures.

5.2.3 Monthly Statement – This is the monthly listing of all transactions of Account by the cardholder, issued by the bank directly to the cardholder.

5.2.4 Single Transaction Limit – The dollar amount limitation of procurement purchasing authority delegated to a cardholder. The County's single transaction limit varies; please see Program Coordinator for your limits.

5.2.5 Monthly – This is a budgetary dollar limit established for Cardholder each 30 days billing cycle.

5.2.6 Transaction – The act of making a purchase with the purchasing card.

5.2.7 Requesting Official – The Jefferson County employee in a departmental or supervisory position who has a staff member with a need to procure goods or services that can only be supplied by a vendor. Under this P-Card Procedure, a requesting official may be a cardholder; however, a requesting official must have the Program Coordinator approve their card request. Requesting Official will approve Cardholders that are in his/her department.

5.2.8 Approver – The Jefferson County elected official or department head that reviews and approves their department's monthly invoices.

5.3 Responsibilities

5.3.1 The Program Coordinator Director – shall be responsible for the implementation and enforcement of this procedure.

5.3.2 Cardholder – All personnel issued purchasing cards under this procedure shall be responsible for the purchasing card and its use in accordance with the procedure.

6.0 Procedure

6.1 Introduction -This program is being established in order to provide a more expedient procedure and payment for low dollar value purchases, and to reduce paperwork and handling costs. By using P-Cards the traditional purchasing/payment cycle is greatly reduced. The Jefferson County personnel that have been issued purchasing cards may now initiate transactions in person, over the internet, or by telephone, within the limits of these procedures. Payments to vendors are made via the West Virginia Local Government Purchasing Card Program administrated by The West Virginia State Auditor's Office. Jefferson County will make monthly settlements with the provider bank.

6.2 Receiving a Purchasing Card

6.2.1 Department Heads may propose personnel to be cardholders by completing the request for purchasing card (Attachment 4.1). The request(s) is to be forwarded to the Program Coordinator for final approval.

6.2.2 Upon receipt and review of the request form, the Program Coordinator will complete a card application and forward the approved form to the West Virginia Local Government Purchasing Card Program for processing.

6.2.3 The proposed Cardholder shall be issued a copy of this procedure and shall be required to acknowledge (countersign) an authorization form, Attachment 4.2, indicating that the Cardholder understands the procedure and the responsibilities of a P-Card cardholder. The proposed cardholder shall attend a training session before being issued a P-Card.

6.2.4 The Program Coordinator shall maintain all records of purchasing card requests, limits, cardholder transfers and lost/stolen/ destroyed card information.

6.3 Authorized Purchasing Card Use

6.3.1 The unique purchasing card that the Cardholder receives has his/her name embossed on it and shall ONLY be used by the Cardholder. NO OTHER PERSON IS AUTHORIZED to use that card. The Cardholder may make transactions on behalf of others in their department. However, the Cardholder is responsible for all use of his/her card.

6.3.2 Use of the Purchasing card shall be limited to the following conditions: The total value of a transaction shall not exceed a Cardholder's single purchase limit. Payment for a purchase WILL NOT be split into multiple transactions to stay within the single transaction limit. Cardholders are responsible for staying within their budget. If a budget line is exceeded and funds are not available for a budget revision, the cardholder could be personally liable for the purchase.

6.3.3 The items or services that may be procured by using the purchasing card are limited. Purchasing Card cannot be used to purchase gift cards. Except where otherwise exempted by statute, rule, or waiver from the State Auditor's Office Local Government P-Card Division, the P-Card may not be used to obtain cash, cash credits, or cash advances.

6.4 Unauthorized Purchasing card use

6.4.1 The purchasing card SHALL NOT BE USED FOR THE FOLLOWING:

- a) Personal purchases or identification
- b) A single purchase that exceeds the Cardholder's single purchase limit; unless a higher limit has been agreed in writing with the Program Coordinator Director.
- c) Cash Advances
- d) Telephone calls/monthly service

6.4.2 Any exceptions to 6.4.1 will be handled on an individual basis with the Program Coordinator Director.

6.4.3 A Cardholder who makes unauthorized purchases or carelessly uses the credit card may be liable to County for the total dollar amount of such unauthorized purchases plus any administrative fees charged by the Bank in connection with the misuse. The Cardholder will also be subject to disciplinary action.

6.5 Making a Purchase

6.5.1 Whenever making a purchasing card purchase the Cardholder will check as many sources of supply as reasonable for the situation to assure best price and delivery.

6.5.2 Cardholders will utilize the following “checklist” when making a purchase:

a) Solicit a reasonable number of sources. If vendors furnish standing price quotations or catalog prices on a recurring basis check that the price listed is current.

b) Once a vendor is designated and that vendor confirms that the good or service is available, meets the specification and delivery requirements, etc.:

1. Confirm that the vendor agrees to charge the purchasing card.

2. Advise the in-state-vendor that Morgan County is tax exempt and must not pay sales tax. Out-of state vendors may charge sale taxes.

3. Direct the vendor to include the following information on the shipping label and packing list:

- Cardholder’s name
- Complete delivery address
- The words “Purchasing card Purchase”
- The vendor’s order number

4. Give the vendor your purchasing card number.

5. It is extremely important that all purchases be sent to the cardholder ordering the merchandise as this will ensure that the documents necessary for the record keeping listed in 6.6 are readily available to the cardholder.

6. If necessary, advise the individual within your area who receives merchandise, of the vendor’s name and order number, anticipated delivery date, number of boxes expected, carrier (UPS, FedEx, etc.) and to notify the Cardholder when delivery is made.

6.6 Cardholder Record Keeping

6.6.1 Procurement Log – Whenever a transaction is made, either over the counter or by telephone, documentation shall be made on the Procurement Log (Attachment 4.4) and all sales documents (packing slip, invoice, cash register tape and purchasing card slips, etc.) can be attached to the log as proof of the purchase. Such documentation will be used to verify the purchases listed on the Cardholder’s monthly statement of account.

The information headings on the Procurement Log are self-explanatory. However, the following reminders should be noted:

- Vendor – Record the vendor’s name.
- Comments – add miscellaneous information pertaining to the purchase under this heading. Comments” may include under/over shipment of

quantity, goods were damaged, purpose of purchase, errors to be resolved.

- Receipt date/received by – is important to record

6.6.2 Over the Counter Transactions – When the purchase is made over the counter, the Cardholder shall retain the invoice and “customer copy” of the charge receipt. The Cardholder is responsible to check that the vendor lists the quantity, fully describes the item(s), excluding sales tax, and does not make arithmetic errors, prior to the Cardholder signing the slip. The transaction’s details shall also be added to the cardholder “Procurement Log”. (Attachment 4.4).

6.6.3 Telephone Transactions – When making a purchase by telephone (make sure to inform Vendor that Jefferson County is tax exempt), the cardholder shall also document the transaction on the “Purchasing Log”. When the goods are received after placing the telephone order, retain all shipping documentation.

6.7. Review and Payment of Monthly Statement

6.7.1 Department Head Approval -The Department Head shall check the Cardholder’s monthly statement and purchasing log and confirm the following items as minimum:

- Itemized receipts and shipping documents exist for each purchase.
- The goods were received or the services were performed
- The Cardholder has complied with applicable procedures, including this P-Card procedure.

The Department Head shall assign budget account numbers and sign reconciled statement indicating his review and approval. The Department Head’s signature/approval of a Cardholder’s monthly statement indicates that the Cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable procedures.

6.7.2 Lack of Documentation of Transaction – If the Cardholder does not have documentation of a transaction listed on the monthly statement, he/she shall attach an explanation that includes a description of the item(s) purchase, date of purchase, Vendor’s name and reason for the lack of supporting documentation. Three “lack of supporting documentation” shall cause the cardholder’s card to be revoked.

6.7.3 P-Card Returns -If an item is not satisfactory, received wrong, damaged and/or defective, duplicate order, etc. the following steps should be followed. The cardholder makes contact with vendor to obtain a “Return Material Authorization” (RMS) number. (Every vendor is different for return policies – make sure your return meets their criteria without incurring a restocking fee). The item(s) to be returned needs to be repacked in original manufacturer’s carton. Make out “Return Form” (Attachment 4.7). Fill in all information as completely as possible.

- Enclose one copy in box being returned.
- Keep one copy for your records. (Purchasing Log)

A credit voucher should then be received and reflected on your next monthly statement. When an item has been returned and a credit voucher received, the cardholder shall verify that this credit is reflected on the monthly statement. If the Vendor has not replaced or corrected the item by the date the Cardholder receives his/her monthly statement, then the purchase of that item will be considered in dispute.

Attach "Statement of Questioned item" from 4.5 to monthly statement.

6.7.4 Disputed Charge – If the Cardholder is disputing a charge, he/she shall complete a disputed charge report and include it with the statement package.

See "Statement of Questioned Item" form (Attachment 4.5)

If the Cardholder's monthly statement lists a transaction where the goods have not been received or some other discrepancy, the Cardholder should resolve these items prior to his/her sending an approved monthly statement to the Program Coordinator. Most exceptions can be resolved between the Cardholder and the Vendor. If the dispute cannot be settled at this level, the Cardholder shall advise the Program Coordinator and provide Program Coordinator a copy of all correspondences.

6.7.5 Transactions not appearing on Statement – If purchased items or credits are not listed on the monthly statement, the appropriate transaction documentation shall be **RETAINED** by the Cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within 60 days after the date of purchase, the Cardholder or Department Head shall notify the Program Coordinator to resolve and reconcile the statement.

6.8 Monthly Account Summaries

6.8.1 Monthly Account Summaries, listing all transactions, shall be issued by the Bank to the appropriate County staff and Department Heads. These listings will allow Department Heads to track their cardholder's activities.

6.9 Reports

6.9.1 The follow reports are issued by the Bank on a monthly basis:

- Master Statement of Account – listing or all transactions by the Cardholder for the preceding month (30days), sent directly to the Program Coordinator.
- Individual Account Statement – This is the Bank's listing issued to Jefferson County covering Cardholder transactions, sent directly to each Cardholder.

6.10 Accounting Transaction Recording

On a monthly basis, the Bank will provide an electronic file and/or paper copy, listing all activity for the period, to the Program Coordinator. For this purpose, when each procurement card is issued, a single account/center number will be assigned to the card. All transactions for that card will have this account as part of the data file.

Any questioned/disputed items are indicated by the cardholder on the Monthly Statements which are sent to Program Coordinator after the cardholder review them. All questioned/disputed items will be held in a file and the Program Coordinator will periodically check with the cardholder regarding the resolution of such items. If necessary, the questioned item will be referred to the Program Coordinator for resolution.

6.11 Card Security

6.11.1 It is the Cardholder's and/or Department Head's responsibility to safeguard the purchasing card and account number to the same degree that a Cardholder safeguards his/her personal credit information. The Cardholder must not allow anyone to use his/her account number. A violation of this trust will result in that Cardholder having his/her card withdrawn and disciplinary action.

6.11.2 If the card is lost or stolen the Cardholder shall immediately notify the United Bank at the following number: 1-800-242-7600. Representatives are available 24 hours a day. Advise representative that the call is regarding a Visa Procurement Card. The cardholder may also call 1-800-VISA911.

The Program Coordinator is also to be notified immediately. The Cardholder shall also notify his/her Department Head of the lost or stolen card within (1) working day after discovering the card missing. The Cardholder shall prepare and submit to his/her Department Head a written report of the loss within five (5) working days. This report shall include the following information:

- a) The card number
- b) The Cardholder's full name
- c) The date and location of the loss of the card
- d) If stolen, date reported to police
- e) Date and time the Bank was notified
- f) Any authorized purchase(s) made on the day the card was lost
- g) Any other relevant information

A copy of this report shall be forwarded to the Program Coordinator. The Program Coordinator shall also send the "Lost or Stolen Card Notification" form to the Bank (Attachment 4.6).

6.11.3 A new card shall be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost shall be cut in half and given to the Department Head. The Department Head and Cardholder shall sign the "Card Destruction Notice" form (Attachment 4.3) and forward to the Program Coordinator who will notify the Bank.

6.12 Cardholder Transfer/Separation

6.12.1 Prior to a transfer to another department or separation from Jefferson County, the Cardholder shall surrender the purchasing card and current purchasing card purchasing logs to his/her Department Head. Upon its receipt, the Department Head will review, approve and forward to Accounts Payable, the month end purchasing card statement. The Department Head shall cut the purchasing card in half, complete the "Card Destruction Notice" and forward the form to the Program Coordinator. The Coordinator will notify the LG P-Card Program at 1-877-982-9148 or by e-mail at wvlgpcard@wvsao.gov. Coordinator will complete a Card Maintenance Forms and send to the WV LG P-Card Program.

6.12.2 If this is a transfer, when the Cardholder reports to his/her new department, he/she may request a new card in accordance with Section 6.2 of this procedure.

JEFFERSON COUNTY PURCHASING CARD PROGRAM

REQUEST FOR P-CARD

A P-Card is requested for the following employee:

Name: _____

Title: _____

Department: _____

Telephone Number: _____

Restricted Purchases:

Monthly Credit Limit: requested \$ _____

Single Transaction Limit \$ _____

Number of Transactions per day _____ (20 or less transactions is the standard)

Number of transactions per billing cycle _____

Department Head: _____ Date: _____

(Signature)

JEFFERSON COUNTY PURCHASING CARD PROGRAM

CARD DESTRUCTION NOTICE

The attached P-Card was destroyed for the following reason (please check one):

- Card had been reported as lost and was subsequently found.
- Cardholder has left employment with the County.
- Cardholder has transferred to another department within the County.
- Other: _____

Cardholder Name (signed): _____

Cardholder Name (printed): _____

Department Head Signature: _____

Date: _____

JEFFERSON COUNTY PURCHASING CARD PROGRAM

STATEMENT OF DISPUTED ITEM(S)

Cardholder Name: _____ Phone Number: _____

Vendor Name: _____

Transaction Amount: _____ Transaction Date: _____

The above referenced transaction is being disputed for the following reason(s):

___ There is a difference in the amount I authorized and the amount I was billed. (A copy of your charge must be enclosed).

___ I only transacted one charge and I was previously billed for this sales draft. (Date of previous charge: _____)

___ The above transaction is mine but I am disputing the transaction. (Please state your reasons why in detail.)

___ I do not recognize the above transaction.

___ I have received a credit voucher for the above transaction, but it has not yet appeared on my account. (A copy of the credit voucher must be enclosed).

___ My account has been charged for the above transaction, but I have not received this merchandise. The details of my attempt to resolve the disputes with the merchant and the merchant's response are indicated below.

___ My account has been charged for the above transaction, but the merchandise has since been returned.

(Please enclose a copy of your shipping receipt).

Signature: _____ Date: _____

Attach completed form to your monthly LG P-Card statement for review and approval of your department head.

JEFFERSON COUNTY PURCHASING CARD PROGRAM

LOST/STOLEN CARD NOTIFICATION

Card Was: ____ Lost ____ Stolen ____ Other (Describe) _____

Cardholder Name: _____

Account Number: _____

Date Called Into Bank: _____

Approved By: _____

For Jefferson County

Date: _____

Cardholder/Authorized Signer's Name: _____

LOST OR STOLEN LG P-CARDS MUST BE REPORTED IMMEDIATELY TO UNITED BANK AT 1.800.242.7600 OR VISA AT 1.800.VISA.911.

THE CARDHOLDER MUST COMPLETE THE FORM AND IT MUST BE SUBMITTED WITHIN 24 HOURS OF THE CARD LOSS TO THE PROGRAM COORDINATOR. THE COORDINATOR WILL COMPLETE A CARD MAINTENANCE FORM AND SEND IT TO THE WV LG P-CARD PROGRAM.

JEFFERSON COUNTY PURCHASING CARD PROGRAM
RETURN MERCHANDISE FORM

Return to (Vendor): _____

From (Cardholder): _____

Account Number: _____

Sales Order Number: _____

Date of Transaction: _____

Amount of Transaction: _____

Description of Merchandise: _____

Reason for return:

Wrong item received

Damaged

Duplicate Order

Defective

Did not like product

Other

Detail _____

Cardholder Signature: _____

Date: _____ Phone: _____

Commission Office Use Only ✓
Date on Agenda: 12/9/10
Appt Time or New Business: 1:30

AGENDA REQUEST FORM

Name: Judy Mattick, Craig John, Jeremy Horvat

Department or Entity: WVU Jefferson Co. Extension

Estimation of amount of time needed for appointment: 15-20 min.

Date Requested - 1st Choice: Dec. 9 @ 1:30pm

Date Requested - 2nd Choice: Dec. 16

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

Subject: Review of WVU Jefferson County Programs, including retirement of Craig John, Extension Dept.

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

Power Point presentation

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

Attachments:

Debbie Stellato

From: Sandy McDonald [sandy@jeffersoncountywv.org]
Sent: Thursday, October 21, 2010 8:57 AM
To: dstellato@jeffersoncountywv.org
Cc: Nichelle Hosby
Subject: Fw: Meeting with Jefferson County Commission in November

fyi for future agenda

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

From: Lyn Widmyer
To: Snyder, Herb
Cc: Sandy Slusher McDonald ; Tim Boyde
Sent: Thursday, October 21, 2010 8:21 AM
Subject: Meeting with Jefferson County Commission in November

Dear Herb,

I am so pleased that you will be joining us in November to discuss the Chesapeake Bay program. I just wanted to let you know that we are only meeting twice: November 4 and November 18. Perhaps December 2 would be more convenient for you?

This is such an important topic; I am now reading the EPA evaluation of the WV Draft Watershed Implementation Plan and I am concerned the plan receives many "serious deficiencies" in terms of the plan.

Thank you again for being so interested in this important area of legislation!

Lyn

#17

Salary/Wage Projections for FY 2012

Object	Description	2008	2009	2010	2011	Proj 1	Proj 2
101-000	Official Salary	482,040	481,240	482,040	482,040	482,040	482,040
102-001	Sheriff Supplement	15,000	15,000	15,000	15,000	15,000	15,000
102-002	Assessor Supplement	19,488	19,488	19,488	19,488	19,488	19,488
103-000	Salary/Wages	7,232,443	7,148,373	7,088,765	7,856,678	7,856,678	8,076,665
103-001	Law Ent Incremental pay	12,000	12,000	12,000	12,000	12,000	12,000
103-003	DUI Grant Overtime				30,000	30,000	30,000
104-000	FICA	512,109	511,839	507,236	513,046	513,046	573,977
104-001	MEDICARE	123,079	119,812	118,625	119,992	119,992	134,237
105-000	Group Health	1,445,520	1,462,150	1,441,356	1,240,789	1,488,947	1,488,947
105-001	Law Ent Group Health	288,010	281,010	302,549	310,377	372,452	372,452
106-000	Retirement	829,613	836,249	859,010	993,539	1,285,831	1,319,614
108-001	Overtime	251,638	243,000	330,091	241,500	241,500	248,262
108-002	Part time	110,977	126,480	255,052	175,000	175,000	179,900
108-003	Law Ent Bailiffs	95,000	164,974	200,000	200,000	200,000	200,000
108-004	Law Ent Trip Guards	12,000	12,000	12,000	12,000	12,000	12,000
108-006	Dog Warden Overtime	12,000	12,000	15,500	12,000	12,000	12,336
	Grand Total	11,440,917	11,445,615	11,658,712	12,233,449	12,835,974	13,176,918

difference between Projection and FY 2011

602,525

943,469

FICA 6.20%
MEDIC 1.45%

Projection 1: Salaries/wages held flat. 15% PERS contribution, 20% Group Health increase
 Projection 2: Salaries/wages increased by 2.8%, 15% PERS contribution, 20% Group Health increase

Appropriations by Department and Fiscal Year, 2008-2011

DEPT	2008	2009	2010	2011	DIFF
401 County Comm	1,149,643	1,355,683	2,069,395	3,143,663	152%
402 County Clerk	857,487	827,586	811,166	830,065	102%
403 Circuit Clerk	534,527	529,950	563,708	521,999	93%
404 Sheriff – Tax	478,981	477,097	492,929	501,675	102%
405 Prosecuting Attorney	1,387,800	1,383,494	1,460,994	1,489,649	102%
406 Assessor	1,077,729	1,026,221	896,556	888,480	99%
408 State Computer Net	49,622	61,439	57,446	57,113	99%
412 Ag Agent	127,248	122,908	131,536	123,972	94%
413 County Clerk – Elect	140,290	138,091	344,459	177,977	52%
415 Mag Court Telephone	5,100	4,947	4,947	4,100	83%
416 Cir Court Telephone	500	485	485		0%
422 Cap Plan & Mgt	313,702	306,587	306,983	291,319	95%
424 Courthouse (Maint)	1,747,102	1,794,817	1,858,923	1,576,467	85%
425 Other Bld (Maint)	661,838	748,483	748,483	713,213	95%
428 Data Processing	85,876	83,300	83,300	66,000	79%
429 Regional Dev (RDA)	15,610	15,610	15,610	18,142	116%
431 Econ Dev	366,033	362,709	358,904	356,244	99%
433 GIS	307,818	342,240	271,934	257,246	95%
439 Planning	515,219	422,436	412,964	372,333	90%
440 Engineering	832,094	805,043	789,491	636,767	81%
451 Zoning	80,722	156,060	135,634	135,315	100%
700 Sheriff – Law	2,599,478	2,631,658	2,831,580	2,955,859	104%
701 Service Process	15,000	15,000	15,000	15,000	100%
704 Regional Jail	1,600,000	1,600,000	1,500,000	1,355,000	90%
711 Em Srv (Homeland)	227,861	224,741	268,079	225,558	84%
712 Communications Ctr	1,881,071	1,846,612	1,890,979	1,822,525	96%
713 Fire Departments	410,000	464,440	463,720	427,000	92%
715 Ambulance Auth	1,228,000	1,400,000	1,380,000	1,311,000	95%
716 Animal Control	243,307	247,837	251,334	239,698	95%
800 Health Dept	252,961	242,500	242,500	130,375	54%
808 Solid Waste Auth	72,767	45,000	35,000	33,250	95%
900 Parks & Recreation	413,007	433,435	387,604	336,556	87%
903 Arts & Humanitite	29,170	39,073	36,666	20,830	57%
909 Historic Landmarks	31,000	30,070	33,403	20,830	62%
911 Visitors Center	175,000	235,000	240,000	250,000	104%
916 Libraries	240,000	232,800	232,800	221,160	95%
952 Senior Center	6,500	6,305	6,305	5,990	95%
953 Public Tran (Pantran)	15,000	25,500	14,550	13,823	95%
975 County Clerk C/O	31,000	31,000	31,000	31,000	100%
976 Cir Clerk C/O	89,177	28,500	27,000	25,000	93%
977 Assessor C/O	1,000	16,000			
978 Pros Attny C/O	15,000	15,000	50,114		0%
979 Sheriff-tax C/O	5,000	1,000	1,000		0%
980 Sheriff-law C/O	142,400	62,400	62,400	69,400	111%
983 Co Clk Election C/O	242,350	31,000	31,000	31,000	100%
986 Co Comm C/O	20,000	20,000	20,000		0%
987 Courthouse C/O	8,098	25,000	4,000		0%
988 Other Bld C/O	50,000	45,000	45,000		0%
989 Ag Agent C/O	4,750	4,750	4,750		0%
992 Comm Ctr C/O		25,000	25,000		0%
993 Animal Ctrl C/O	38,000	5,000			
998 Parks & Rec C/O	30,000				
Grand Total	20,851,838	20,994,807	21,946,631	21,702,593	99%

Revenue Forecast for FY 2012 and 2013

Jefferson County Government

01 December 2010

Department of Capital Planning and Management

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Executive Summary

Revenues for Jefferson County Government for the past 6 years were examined for the purpose of generating revenue projections for the next two fiscal years. For the purpose of this analysis revenues were broken into two broad categories of stable (generally tax-based) and variable (building permits, land transfer tax, video lottery) in nature. The forecast included consideration of trends as published by the Federal Open Market Committee of the Federal Reserve. Although discussed, the impact of future table games was not considered as part of this analysis.

Similar to last year's projections, the projected revenue trends for Jefferson County for FY 2012 and 2013 include a per annum decline of roughly \$500,000 in total revenues for each of the next two years. The caveat is the potential impact table game revenue will have but without a minimum of 6 months of data collection this revenue stream should be treated conservatively for the present time.

Current Revenue Structure

Jefferson County's revenue stream can be divided broadly into two categories: stable and variable. The stable revenues include ad valorem taxes, as well as other taxes and fees which are not tightly coupled to the economy. The variable revenues are characterized as being highly coupled to current economic conditions. These include property transfer tax, building permit fees, video lottery, and cable franchise proceeds. A small portion of each year's actual revenues does not cleanly fit into either of these categories and for purposes of this discussion were labeled as miscellaneous revenues. Lastly, the unencumbered fund (cash balance) was treated separately as it is not considered a revenue source.

Revenue Trends – FY 2005 through FY 2010

The receipted revenues for each of the 4 revenue categories are presented for Fiscal Years 2005 through 2010 in Table 1, below. The percentage of each revenue type as it relates to the total collected revenues for each fiscal year are also presented.

Table 1. Receipted Revenues, FY 2005-2010

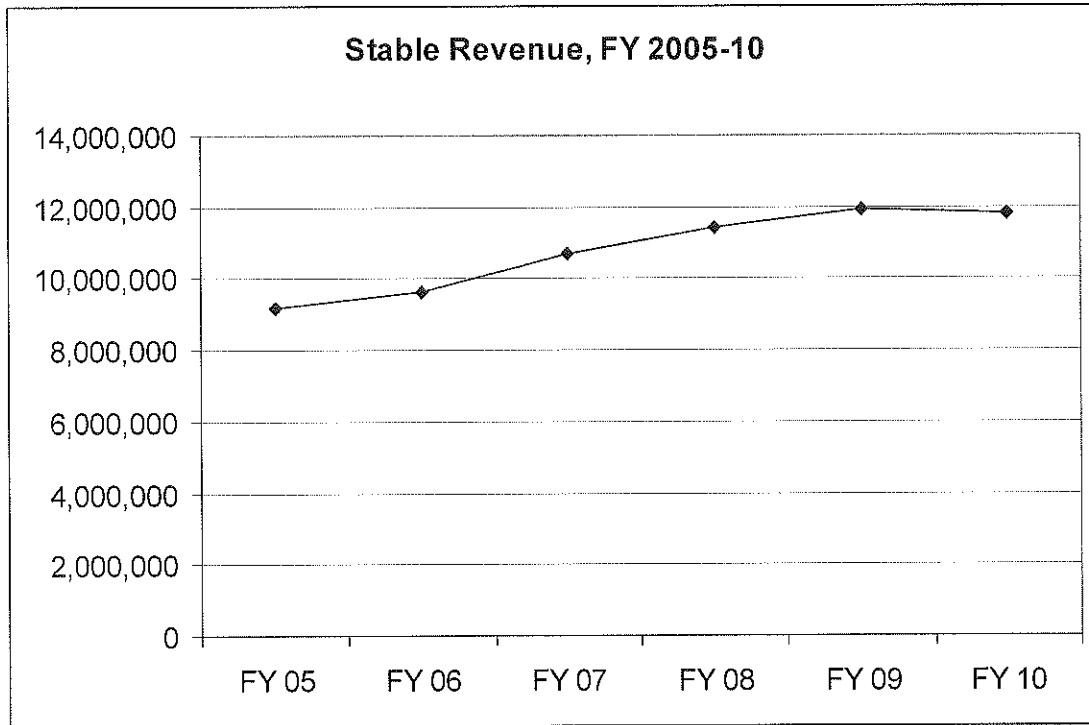
Actual Receipted Revenues by Type						
Type	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10
Stable	9,174,915	9,624,627	10,691,627	11,423,967	11,928,746	11,793,476
Variable	7,196,384	7,817,058	7,113,257	7,284,265	6,291,449	5,968,536
Unencumbered	4,468,525	3,942,856	5,859,242	2,547,761	2,947,517	3,329,554
Misc	253,276	179,676	195,099	306,803	234,827	332,957
Totals	21,093,100	21,564,217	23,859,225	21,562,796	21,402,539	21,424,523

Revenue by Type as a Percentage of the Whole						
Type	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10
Stable	43%	45%	45%	53%	56%	55%
Variable	34%	36%	30%	34%	29%	28%
Unencumbered	21%	18%	25%	12%	14%	16%
Misc	1%	1%	1%	1%	1%	2%
Totals	100%	100%	100%	100%	100%	100%

Stable Revenue

This revenue type constitutes roughly half of receipted revenues for the past 6 fiscal years. The ad valorem component is particularly stable due to the nature of West Virginia tax law. Each year the County Commission is entitled to an automatic 1% increase in this revenue stream. Should total real estate or personal property valuation decrease, the levy rate automatically increases to maintain the revenue stream. Conversely if property valuation rises the levy rate automatically drops in a manner that maintains the expected revenue from this particular source. In FY 2010 the ad valorem revenue constituted \$9,173,525 or 73% of the category total. The remaining stable revenue sources constitute a far smaller percentage of the total yet tend over time to contribute to the predictability of this class of revenue. The overall trend in this revenue category is plotted in Figure 1. Besides the 1% per annum increase in ad valorem revenues, a significant increase in receipts due to 911 telephone fees is the major driver of the slight rise in this revenue stream over the past 6 years. Note the slight decline in this revenue category in FY 2010.

Figure 1. Stable Revenues, FY 2005-2010

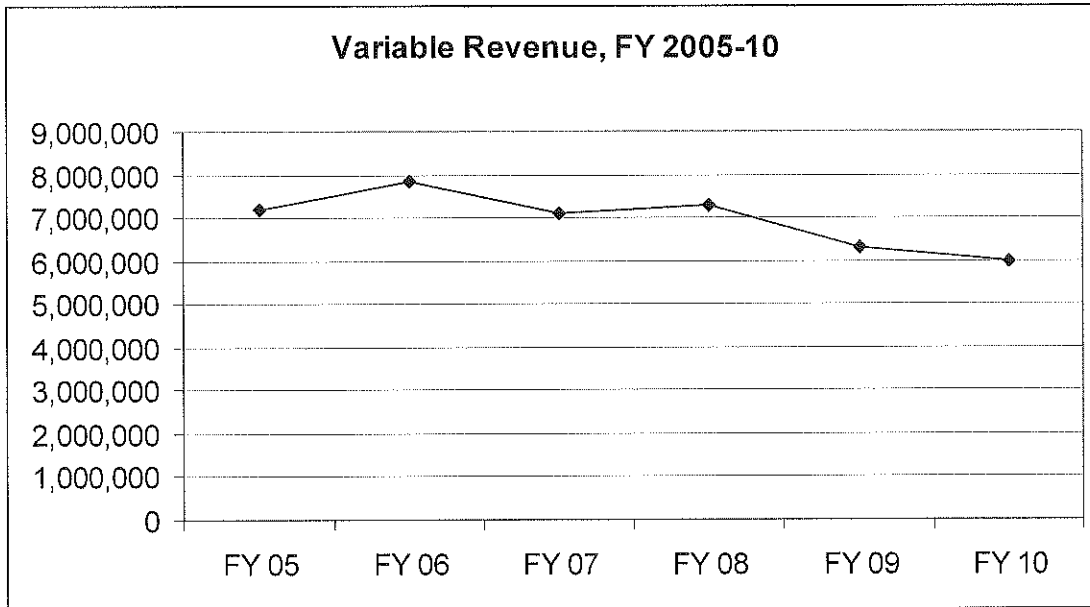


Note: Unreserved fund balances (formerly unencumbered fund balances) were not included in this chart.

Variable Revenue

This category of revenue constitutes a group of unrelated revenue streams that share the common attribute of being more or less coupled to local and/or national economic trends. Over the five year fiscal period ending with FY 2010 this category has amounted to some 30% of total revenue receipts. Within this category there are two broad subgroups – non-discretionary and discretionary revenues. In the case of Jefferson County the non-discretionary revenues tend to be coupled with the real estate development industry. The second category is linked to discretionary spending as realized through video lottery proceeds, tourism and general entertainment spending. Table games, as a separate variable revenue source, did not begin until the beginning of FY 2011.

Figure 2. Variable Revenues, FY 2005-2010



The following table breaks down total variable revenue into non-discretionary and discretionary revenue. The former constitute items such as property transfer tax, building permit fees, a state and federal grant revenues. The latter include hotel occupancy tax, horse and dog racing tax, liquor tax, and all forms of video lottery proceeds. Appendix B lists the discretionary and non-discretionary variable revenues.

Table 2. Received Variable Revenues, FY 2005-2010

Type	Variable Revenue by Type					
	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10
Variable	7,196,384	7,817,058	7,113,257	7,284,265	6,291,449	5,968,536
<i>of which</i>						
<i>non discretionary</i>	2,938,509	3,061,353	2,220,697	2,064,827	1,254,693	1,222,594
<i>discretionary</i>	4,257,875	4,755,705	4,892,560	5,219,438	5,036,756	4,711,971

Type	Variable Revenue by Type as Percentage of All Variable Revenue					
	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10
non discretionary	41%	39%	31%	28%	20%	20%
discretionary	59%	61%	69%	70%	80%	79%
Totals	100%	100%	100%	98%	100%	99%

The overall category of variable revenue is therefore a blend of down- and up-pointing trends. Revenues such as building permit fees and property transfer tax have dropped greatly during this period, while video lottery revenues and hotel occupancy tax trend toward moderate growth through FY 2009. This revenue source has been in decline for the past two fiscal years. It is anticipated that this trend will continue until the economy undergoes recovery.

Economic Forecast

For information on general, national trends an appropriate source is the Federal Open Market Committee (FOMC) of the Federal Reserve. The last Summary of Economic Projections issued by this committee was following their 22-23 June 2010 meeting¹. The committee's projection for the economy over the next year (with a longer-range projection included) is summarized below:

- A near-flat to moderate increase in the GDP over the next two years, and over the longer term, a GDP growth rate only slightly above levels required for sustainable growth.
- Continued weak absorption of unemployed members of the workforce for 2012-13. They recognize that business uncertainty and the weak housing market continue to keep re-absorption of the unemployed at low levels for the near term.
- Personal consumption expenditure inflation near level for the short term, with a gradual rise over the long term. This trend may continue to keep spending low, and coupled with a sluggish recovery among the unemployed, may contribute to a near-flat change in the GDP over both the short and long term.

Revenue Implications

Of these trends the most significant to impact Jefferson County is the slow rate of absorption of unemployed workers. Nationally, this is a common trend following recession cycles. Its impact on our revenues is expected in two areas: a continued lower-than-normal property transfer/building permit activity, and a continued decline in recreation-related spending (via video lottery revenue).

That said there is no clear approach to couple projected unemployment rates to these three significant revenue sources. Staff recommendation is to continue to project declines in these revenues through FY 2013 and beyond. As also noted by the FOMC these projections assume no additional shocks to the financial system over the next 2 years.

Table Games

Table games were enabled for Jefferson County and this revenue stream began 1 July 2010, so it will impact the FY 2011 revenue stream. The State Lottery Commission has projected table games revenue from Charles Town Racing and Slots of around \$1 million/year. The proceeds for the first two months of FY 2011 project out (straight line trend) to annual revenue of \$950,000. However, there has not been sufficient time to determine the effect of table games on the video lottery revenue, as a possible bleed off from the latter to participate in the former may occur. Also, the State of Maryland recently opened its first video lottery facility, also owned by Penn National. Whether this facility (and future planned video lottery casinos in Maryland) will capture traffic formerly bound for Jefferson County is a large unknown.

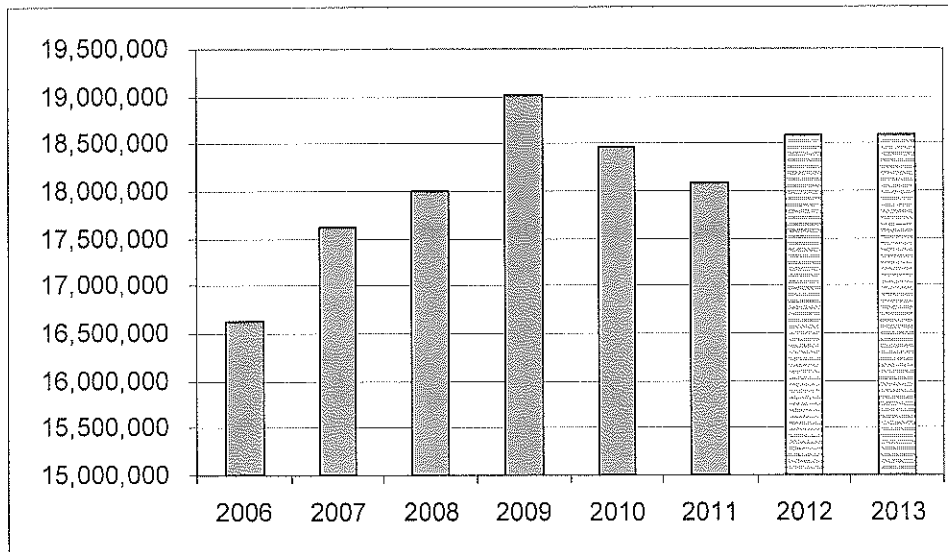
¹ Minutes of the Federal Open Market Committee, 22-23 June 2010. Accessed at: <http://www.federalreserve.gov/monetarypolicy/files/fomcminutes20100623.pdf>

Revenue Projections

The national economy continues to display anemic recovery. Last year the Federal Reserve Open Market Committee was more hopeful in their long term economic outlook. In their June 2010 report they note that projections from the prior quarter now appear to be too optimistic and the June projections reflect a downward adjustment of GDP and unemployment rates of recovery. Since nearly 30% of Jefferson County's revenues are based on variable revenue streams, many of which are directly coupled to economic activity and the ability for consumers to spend at a discretionary level, continued flat or declining revenues are projected for the next two years, and perhaps outlying to the next 3-5 years.

The new revenue stream for Jefferson County is from table gaming operations at the Penn National facility. Although it's still early in FY 2011, at the current rate of collection Jefferson County is on target to receipt \$900,000 to \$1 million in table game revenue. This would be the single significant revenue stream to increase for FY 2011 and possibly also for FY 2012.

Figure 3. Real Revenues, FY 2006-2011 with Projected 2012-2013



Note: Unreserved fund balances (formerly unencumbered fund balances) were not included in this chart

Summary

The current economic conditions make conducting dependable revenue projections difficult if not impossible, as illustrated in the three case diagrams above. Although the Federal Open Market Committee (discussion, page 6) as identified several potential trends indicating that the economy is nearing the end of the current recession, all indicators are expected to display varying degrees of lag. This strongly suggests that the recovery will not be immediately realized as a period of strong economic growth. Rather, the predicted recovery of the economy may take the form of a delayed lag, with important factors such as the unemployment rate continuing to show meager improvements over the next few years.

Against such news it is recommended that Jefferson County continue to monitor current revenues for FY 2011 and to expect that revenues for the next few fiscal years will at best remain flat. Increases in table game and video lottery revenue will be dependent upon consumer discretionary spending as well as the impact of gaming operations across state lines. Further, stable revenues are expected to display only meager growth and the variable revenue lines will continue to be strongly correlated with the health of the economy, especially as it relates to the construction industry.

Appendix A Revenue Classifications

The following revenue lines were used to conduct this financial forecast. The category column indicates how each revenue was classified for purposes of this study.

<u>Account Description</u>	<u>Category</u>
UNENCUMBERED BALANCE	Unencumbered
AD VALOREM TAXES	Stable
TAX PENALTIES/INT/PUB FEE	Stable
DOG TAXES	Miscellaneous
PROPERTY TRANSFER TAX	Variable
GAS & OIL SEVERANCE TAX	Stable
HORSE & DOG RACING TAX	Variable
WINE & LIQUOR TAX	Variable
HOTEL OCCUPANCY TAX	Variable
PYMNT/LIEU/OF TAXES-LOCAL	Stable
SYNTHETIC FUEL TAX	Stable
LICENSE/DECALS	Miscellaneous
BUILDING PERMIT FEES	Variable
MISC. RENTS	Miscellaneous
FEDERAL GOV GRANTS	Variable
STATE GOVERNMENT GRANTS	Variable
OTHER GRANTS	Variable
FED PYMNT IN LIEU OF TAXS	Stable
SHERIFF'S SRVC OF PROCESS	Stable
SHERIFF EARNINGS	Stable
COUNTY CLERK'S EARNING	Variable
CIRCUIT CLERK'S EARNING	Stable
PROSECUTING ATTY EARNINGS	Miscellaneous
ACCIDENT REPORTS	Miscellaneous
MOTOR VEHICLE LICENSE FEE	Miscellaneous
MAP SALES	Miscellaneous
RENT - CONCESSIONS	Stable
EMERGENCY SERVICE FEES	Stable
EMG COMM - 911 FEE	Stable
FRANCHISE FEES	Variable
IRP FEES-INTNATL REG PGM	Stable
JAIL FEES	Stable
INSURANCE CLAIMS	Stable
INTEREST EARNED	Stable
MISCELLANEOUS REVENUE	Miscellaneous
SHERIFF'S COMMISSION	Stable
REIMBURSEMENTS	Miscellaneous
FILING FEES	Miscellaneous
VIDEO LOTTERY	Variable
CONTR/TRANS FRM OT ENTITES	Variable
REIMBURSEMENTS	Miscellaneous
CONTR/TRANS FROM OTHR FND	Miscellaneous

Appendix B. Discretionary/Non Discretionary Variable Revenues

Account	Description	Type
001-304-OT-000	PROPERTY TRANSFER TAX	non-discretionary
001-307-OT-000	HORSE RACING TAX	discretionary
001-308-OT-000	WINE AND LIQUOR TAX	discretionary
001-309-OT-000	HOTEL OCCUPANCY TAX	discretionary
001-318-LP-000	BUILDING PERMIT FEES	non-discretionary
001-322-IG-000	FEDERAL GOVERNMENT GRANTS	non-discretionary
001-323-IG-000	STATE GOVERNMENT GRANTS	non-discretionary
001-331-CS-000	COUNTY CLERK'S EARNINGS	non-discretionary
001-348-CS-000	FRANCHISE AGREEMENTS	non-discretionary
001-370-OT-000	TABLE GAMES	discretionary
001-373-OT-000	VIDEO LOTTERY	discretionary
001-373-OT-001	LOCAL - VIDEO LOTTERY	discretionary
001-388-TR-000	CONTR/TRANS FROM OTH FUND	non-discretionary

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 35.08%	SHEPHERDS TOWN 14.29%
3 days ending: 7/1/10- 7/3/10	\$ 115,402.58	\$ 115,402.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/10/10	\$ 205,731.64	\$ 205,731.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/17/10	\$ 161,386.76	\$ 161,386.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/24/10	\$ 160,368.28	\$ 160,368.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/31/10	\$ 157,802.08	\$ 157,802.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/07/10	\$ 161,617.82	\$ 136,494.98	\$ 25,122.84	\$ 3,120.27	\$ 8,682.45	\$ 916.98	\$ 8,813.09	\$ 3,590.05
08/14/10	\$ 156,753.36	\$ 78,376.68	\$ 78,376.68	\$ 9,734.38	\$ 27,086.98	\$ 2,860.75	\$ 27,494.54	\$ 11,200.03
08/21/10	\$ 152,398.04	\$ 76,199.02	\$ 76,199.02	\$ 9,463.92	\$ 26,334.38	\$ 2,781.26	\$ 26,730.62	\$ 10,888.84
08/28/10	\$ 144,920.06	\$ 72,460.03	\$ 72,460.03	\$ 8,999.54	\$ 25,042.19	\$ 2,644.79	\$ 25,418.97	\$ 10,354.54
09/04/10	\$ 152,725.68	\$ 76,362.84	\$ 76,362.84	\$ 9,484.26	\$ 26,391.00	\$ 2,787.24	\$ 26,788.09	\$ 10,912.25
09/11/10	\$ 165,938.72	\$ 82,969.36	\$ 82,969.36	\$ 10,304.79	\$ 28,674.21	\$ 3,028.39	\$ 29,105.65	\$ 11,856.32
09/18/10	\$ 135,277.56	\$ 67,638.78	\$ 67,638.78	\$ 8,400.74	\$ 23,375.96	\$ 2,468.82	\$ 23,727.68	\$ 9,865.58
09/25/10	\$ 140,870.12	\$ 70,435.06	\$ 70,435.06	\$ 8,748.03	\$ 24,342.36	\$ 2,570.88	\$ 24,708.62	\$ 10,065.17
10/02/10	\$ 142,027.72	\$ 71,013.86	\$ 71,013.86	\$ 8,819.92	\$ 24,542.39	\$ 2,592.01	\$ 24,911.66	\$ 10,147.88
10/09/10	\$ 138,623.00	\$ 69,311.50	\$ 69,311.50	\$ 8,608.49	\$ 23,954.06	\$ 2,529.87	\$ 24,314.47	\$ 9,904.61
10/16/10	\$ 150,469.24	\$ 75,234.62	\$ 75,234.62	\$ 9,344.14	\$ 26,001.08	\$ 2,746.06	\$ 26,392.31	\$ 10,751.03
10/23/10	\$ 140,581.60	\$ 70,290.80	\$ 70,290.80	\$ 8,730.12	\$ 24,292.50	\$ 2,565.61	\$ 24,658.01	\$ 10,044.56
10/30/10	\$ 131,230.08	\$ 65,615.04	\$ 65,615.04	\$ 8,149.39	\$ 22,676.56	\$ 2,394.95	\$ 23,017.75	\$ 9,376.39
11/06/10	\$ 122,675.24	\$ 61,337.62	\$ 61,337.62	\$ 7,618.13	\$ 21,198.28	\$ 2,238.82	\$ 21,517.24	\$ 8,765.15
11/13/10	\$ 129,190.56	\$ 64,595.28	\$ 64,595.28	\$ 8,022.73	\$ 22,324.13	\$ 2,357.73	\$ 22,660.02	\$ 9,230.67
11/20/10	\$ 112,020.16	\$ 56,010.08	\$ 56,010.08	\$ 6,956.45	\$ 19,357.08	\$ 2,044.37	\$ 19,648.34	\$ 8,003.84
11/27/10	\$ 142,341.80	\$ 71,170.90	\$ 71,170.90	\$ 8,839.43	\$ 24,596.66	\$ 2,597.74	\$ 24,966.75	\$ 10,170.32
Subtotal	\$ 3,220,352.10	\$ 2,066,207.79	\$ 1,154,144.31	\$ 143,344.73	\$ 398,872.27	\$ 42,126.27	\$ 404,873.81	\$ 164,927.23

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

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

Week Ending Date	Week Ending November 27, 2010
To be Deposited on:	December 3, 2010
Amount Played	81,797,227.51
Amount Won	73,305,897.24
Amount Promo	217,476.00
MWAP Contribution	<u>36,481.54</u>
Adjusted Gross Terminal Revenue	<u>8,237,372.73</u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>329,494.92</u>
Net Terminal Revenue	<u>7,907,877.81</u>
Surcharge @ 10%	790,787.77
State Share Excess @ 58%	458,656.91
Track Share of Capital Reinvestment @ 42%	332,130.86
Track Share of Capital Reinvestment @ 42% - 96%	\$ 318,845.63
Track Share of Capital Reinvestment @ 42% - 4%	\$ 13,285.23
Adjusted Net Terminal Revenue	<u>7,117,090.04</u>
Racetrack @ 46.50% / 42%	2,989,177.82
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,918,006.91
Race Track Purses @ 7% / 14% / 8%	569,367.20
Workers' Compensation Debt Reduction @ 7%	0.00
Employee Pension Fund @ 1% / .5%	35,585.45
Greyhound Development @ .75%	53,378.18
Thoroughbred Development @ .75%	53,378.18
Racing Commission @ 1%	71,170.90
County/Municipality @ 2%	142,341.80
3% Funds:	
Tourism Promotion Fund @ 1.375%	97,859.99
Development Office Promotion Fund @ .375%	26,689.09
Research Challenge Fund @ .5%	35,585.45
Capitol Renovation and Improvement Fund @ .6875%	48,929.99
2004 Capitol Complex Parking Garage Fund @ .0625%	4,448.18
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	35,585.45
Capitol Dome and Capitol improvements @ .5% / 1%	<u>35,585.45</u>
	<u>7,117,090.04</u>

VIDEO LOTTERY REPORT

FY 2009

FY 2010

FY 2011

Table Game Revenues

FY 2011

FY 2009		FY 2010		FY 2011		FY 2011	
Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/5/2008 *	169,912.56	7/4/2009 *	128,262.42	7/3/2010	115,402.58		
7/12/2008	176,592.38	7/11/2009	168,815.08	7/10/2010	205,731.64		
7/19/2008	160,344.08	7/18/2009	160,652.98	7/17/2010	161,386.76		
7/26/2008	162,982.74	7/25/2009	158,869.08	7/24/2010	160,368.28		
8/2/2008	178,171.04	8/1/2009	174,493.08	7/31/2010	157,802.08		
8/9/2008	123,538.04	8/8/2009	138,408.80	8/7/2010	136,494.98		
8/16/2008	82,482.89	8/15/2009	81,222.14	8/14/2010	78,376.68		
8/23/2008	76,426.18	8/22/2009	76,260.31	8/21/2010	76,199.02		
8/30/2008	89,459.86	8/29/2009	80,472.92	8/28/2010	72,460.03	July/Aug 10	154,185.68
9/6/2008	91,644.46	9/5/2009	80,798.15	9/4/2010	76,362.84		
9/13/2008	79,729.93	9/12/2009	86,286.92	9/11/2010	82,969.36		
9/20/2008	71,269.36	9/19/2009	70,010.15	9/18/2010	67,638.78		
9/27/2008	79,735.73	9/26/2009	69,316.87	9/25/2010	70,435.06	Sept. 2010	94,247.84
10/4/2008	75,186.22	10/3/2009	72,286.04	10/2/2010	71,013.86		
10/11/2008	77,139.04	10/10/2009	69,650.63	10/9/2010	69,311.50		
10/18/2008	80,668.26	10/17/2009	73,560.21	10/16/2010	75,234.62		
10/25/2008	64,379.44	10/24/2009	67,581.66	10/23/2010	70,290.80		
11/1/2008	68,352.42	10/31/2009	64,528.30	10/30/2010	65,615.04		
11/8/2008	70,823.02	11/7/2009	63,741.59	11/6/2010	61,337.62		
11/15/2008	65,565.50	11/14/2009	65,959.64	11/13/2010	64,595.28		
11/22/2008	63,883.80	11/21/2009	59,547.05	11/20/2010	56,010.08		
11/29/2008	69,850.12	11/28/2009	72,399.98	11/27/2010	71,170.90		
12/6/2008	55,696.68	12/5/2009	51,006.51				
12/13/2008	60,178.04	12/12/2009	52,460.58				
12/20/2008	52,189.19	12/19/2009	32,834.39				
12/27/2008	72,205.91	12/26/2009	53,406.34				
1/3/2009	96,504.65	1/2/2010	92,980.40				
1/10/2009	53,286.62	1/9/2010	55,020.46				

1/17/2009	56,068.87	1/16/2010	60,551.28
1/24/2009	71,474.63	1/23/2010	69,943.53
1/31/2009	61,089.80	1/30/2010	48,527.75
2/7/2009	83,539.63	2/6/2010	37,155.14
2/14/2009	76,054.44	2/13/2010	44,334.00
2/21/2009	91,838.41	2/20/2010	76,946.12
2/28/2009	80,806.88	2/27/2010	72,024.40
3/7/2009	48,837.13	3/6/2010	76,936.85
3/14/2009	96,025.39	3/13/2010	71,007.37
3/21/2009	79,002.82	3/20/2010	74,335.38
3/28/2009	79,250.83	3/27/2010	69,941.88
4/4/2009	75,968.30	4/3/2010	70,636.28
4/11/2009	75,964.94	4/10/2010	69,692.79
4/18/2009	80,598.22	4/17/2010	69,335.92
4/25/2009	75,571.46	4/24/2010	68,714.11
5/2/2009	73,957.05	5/1/2010	68,799.06
5/9/2009	76,697.22	5/8/2010	67,403.54
5/16/2009	71,925.70	5/15/2010	70,186.32
5/23/2009	81,395.43	5/22/2010	64,695.71
5/30/2009	82,161.55	5/29/2010	67,157.40
6/6/2009	74,895.74	6/5/2010	77,371.80
6/13/2009	67,327.23	6/12/2010	66,106.29
6/20/2009	75,500.53	6/19/2010	64,888.48
6/27/2009	67,354.10	6/26/2010	63,950.29
6/30/2009 ***	32,059.58	6/30/2010	29,667.19

TOTALS 4403564.04

4041141.56

2066207.79

248433.52



The Culture Center
1900 Kanawha Blvd., E.
Charleston, WV 25305-0300

Randall Reid-Smith, Commissioner

Phone 304.558.0220 • www.wvculture.org
Fax 304.558.2779 • TDD 304.558.3562

EEO/AA Employer

November 18, 2010

Lyn Widmyer, President
Jefferson County Commission
124 Washington St
Charlestown, WV 25414

Dear Ms. Widmyer:

It is with great pleasure that I am writing to inform you that Jefferson County has been deemed a Certified Arts Community by the West Virginia Commission on the Arts. Jefferson County has proven its role in the arts in the community by encouraging local arts organization and engaging residents in the arts.

Sincerely,

Jeff A. Pierson,
Director of Arts

RECEIVED

NOV 22 2010

Jefferson County Commission

Copy to Tim; copy to Kirk 11/22/10.

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Ethics Reporter

Since the Last Reporter

Since the August edition of the *REPORTER*, the West Virginia Ethics Commission published two Advisory Opinions interpreting provisions of the West Virginia Governmental Ethics Act and the laws governing Boards of Education.

At its November 4 meeting, the West Virginia Ethics Commission approved opinions relating to the permissibility of state employees soliciting funds for a related private, non-profit organization and the permissibility of a city council spending public funds to purchase discount cards for the personal use of city employees.

ADVISORY OPINION REPORT

Advisory Opinion 2010-17 concerned the permissibility of state employees soliciting funds for a related private, non-profit organization.

In this case, the Commission was examining the operations of the West Virginia Educational Broadcasting Authority and the issues arising from an adverse report produced by the West Virginia Legislative Auditor relative to the fundraising practices of EBA.

The dispute concerns on-air fundraising campaigns for the benefit of West Virginia Public Broadcasting where state employees are using the public airwaves to solicit money for non-profit organizations and state employees are also directly managing the affairs of these non-profit groups on state

time and using state resources.

In its review of the request, the Ethics Commission examined the provisions of 6B-2-5(b) prohibiting a public employee from using their official position to provide benefits for themselves or others, as well as the language of 6B-2-5(c) prohibiting public employees from soliciting any gift unless the solicitation is for a charitable purpose and has no resulting benefit for the solicitor.

In its opinion, the Ethics Commission ruled that notwithstanding the multiple decades of previous operations by public broadcasting and its related non-profit organizations, it is not permissible under the Ethics Act for state employees to be paid with and use state resources to manage the operations of these organizations and solicit funds for them.

The Commission did determine that it was

appropriate for the employees of public broadcasting to solicit funds directly for EBA in that its statute was clear enough to contemplate such activities and the purpose of the agency was of benefit to the public in the broadest sense.

The Commission agreed with the report of the Legislative auditor on these points and indicated that the only potential solution to the matter was for the Legislature to rewrite the EBA statutes to permit the creation of publicly chartered non-profit organizations that can appropriately use state employees and resources in their operation.

Advisory Opinion 2010-18 concerned the permissibility of a city council spending public funds to purchase discount cards for the personal use of city employees.

As part of a city's purchasing management activities, a membership has been purchased in a discount

wholesale buying club where purchases can be made to maximize the resources of the city. As part of the city's club membership, it is also entitled to receive a number of other discount club memberships. The city desires to provide these membership cards to public officials of the city as well as city employees. There are not enough discount memberships for each city employee to have the benefit.

The Ethics Commission reviewed the provisions of 6B-2-5(b) prohibiting a public official from using their position to produce a private gain for themselves or others.

In its opinion, the Commission stated that it was permissible for the city to purchase a discount club card in order to maximize the city's use of its budget by getting favorable prices for various items and commodities. However, as it has in many other instances, the Commission also ruled that it would be a violation of the Ethics Act for a city official or employee to be provided

with a discount club card that could be used for making personal purchases. Such a practice would be a prohibited use of official authority to produce a private gain for the affected public official or employee.

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STATE GOVERNMENT

ADVISORY OPINION NO. 2010-17

Issued On November 4, 2010 By The

WEST VIRGINIA ETHICS COMMISSION

2010 NOV 12 AM 10:51

OFFICE OF THE
SECRETARY OF STATE

OPINION SOUGHT

A State Agency asks whether it is permissible under the Ethics Act for its public employees to fundraise for the Agency and/or its related private, non-profit organizations.

FACTS RELIED UPON BY THE COMMISSION

The Requester is a public agency responsible for the oversight and administration of public broadcasting within the State. The Agency is statutorily designated as a public benefit corporation, and governed by a board of gubernatorial-appointed members and representatives of other State public agencies.

The Agency employs approximately eighty-five (85) individuals throughout the state, including an Executive Director. The Executive Director manages the day to day operations of the Agency, and is also tasked with managing all public broadcasting throughout the State, including 3 primary television stations, 10 radio stations, and related frequency translators. In total, the Agency holds approximately fifty (50) public broadcasting licenses for television and radio stations throughout the state.

The Legislature annually appropriates money to the Requester for its operations. Additionally, the Agency is statutorily authorized "to apply for and receive appropriations, gifts, bequests or grants ... to assist in achieving the [Agency's] public purpose".

Although the statute allows the Agency to receive private donations, the Agency generally does not accept private contributions directly. Instead, the private contributions are deposited in the name of one of two private, non-profit organizations affiliated with the Agency. The two organizations are 501(c)(3) non-profits established to raise and distribute private donations on behalf of the Agency. One non-profit solicits and receives larger, corporate donations and the other solicits and receives individual donations and memberships. Each non-profit has its own board of directors.

As part of their solicitations for funds, the non-profits conduct fundraising drives throughout the year. These drives include on-air appeals as well as direct mailings and membership drives. The monies collected are deposited into the respective accounts of the non-profits. The Agency employees oversee and conduct the various fundraising events. Additionally, the Agency's cameras and sound board, among other equipment and public resources, are used during the on-air fundraising and membership appeals.

According to the Requester, the funds raised have been a vital source of private funding for the Agency and public broadcasting in general. Due to the constraints associated with public funds, the Agency relies heavily upon private contributions and grants to augment its operational budget. Over the past four years, private funding has accounted for approximately 39% of the Agency's annual overall budget, and federal grant money has accounted for approximately 5%.

Public broadcasting organizations and corporations throughout the United States engage in similar fundraising to support their operations and programs. The Agency maintains that fundraising is an accepted practice and consistent with the Agency's mission.

Earlier this year, the West Virginia Legislative Auditor conducted a performance review of the Agency, including the manner in which the funds were raised. Although the Legislative Auditor found no misappropriation of funds, he questioned the relationship between the two non-profits and the Agency. Specifically, the Legislative Auditor found that the Agency's employees performed all fundraising activities and administrative support for the non-profits. The Legislative Auditor also found that the Agency staff controls the non-profits' financial accounts, including depositing and withdrawing funds from the non-profits' accounts in furtherance of the Agency's operations.

Ultimately, the Legislative Auditor recommended that the Agency and the non-profits operate as complete and separate entities. He recommended that the Agency staff not solicit on behalf of the two non-profits. The Auditor further concluded that the Agency's enabling statute did not authorize the Agency to use public resources, including its employees, to solicit donations.

Following the issuance of the Legislative audit, the Agency has reviewed its relationship with the two non-profits and the manner in which it raises funds.¹ The Agency acknowledges that its staff is responsible for the operation and administration of the non-profits. The Requester maintains that depriving it of the use of public resources to solicit funds would impede its operations. The Agency further maintains that its enabling statute authorizes its use of staff and other public resources to raise funds for the Agency and its related non-profits.

Notwithstanding the foregoing, in an effort to fully comply with the Ethics Act, the State Agency asks whether it is permissible under the Ethics Act for its public employees to fundraise for the Agency and/or its related private, non-profit organizations.

CODE PROVISIONS RELIED UPON BY THE COMMISSION

W. Va. Code § 6B-2-5(b) reads in relevant part:

¹After the Legislative Auditor's report, one of the non-profits partially dissolved and the Agency assumed a majority of its funds and operations. The other non-profit continues to operate.

A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person. Incidental use of equipment or resources available to a public official or public employee by virtue of his or her position for personal or business purposes resulting in *de minimis* private gain does not constitute use of public office for private gain under this subsection. The performance of usual and customary duties associated with the office or position or the advancement of public policy goals or constituent services, without compensation, does not constitute the use of prestige of office for private gain.

W.Va. Code § 6B-2-5(c) states in relevant part:

A public official or public employee may not solicit any gift unless the solicitation is for a charitable purpose with no resulting direct pecuniary benefit conferred upon the official or employee or his or her immediate family: *Provided*, That no public official or public employee may solicit for a charitable purpose any gift from any person who is also an official or employee of the state and whose position is subordinate to the soliciting official or employee[.]

ADVISORY OPINION

In establishing the Ethics Act, the Legislature sought to create a code of ethics to guide public officials and employees in their public employment. The expressed goal was to assist public servants in avoiding conflicts between their public service and any outside personal interests. W.Va. Code § 6B-1-2(d).

The situation presented is unique. The Agency is a public benefit corporation whose mission is to provide public broadcasting throughout the State. Although the organizational structure differs from other States, the mission of the Agency is similar in nature to entities throughout the country, including the federal government.

In order to accomplish its mission, the Agency receives public appropriations from the State and federal government. Additionally, the Agency, like similar entities in other states, supplements its budget through fundraising and private donations. With respect to the Requester, the Agency's fundraising has been ongoing for many years and generally appears to be in accord with national industry practices; however, the structure of the financial relationship between public broadcasting agencies and related foundations or nonprofits appears to vary from state to state.

Recently, the Legislative Auditor questioned, among other things, the Agency's use of its employees and resources in fundraising for the non-profits. Although this issue falls within the purview of the Ethics Act, other laws and policy determinations govern this matter as well. Ultimately the determination of whether agency resources may be used for this purpose will need to be resolved by the Legislature.

The Ethics Commission notes that before it can answer the question presented, it must first determine whether the Agency is even authorized to solicit funds on its behalf, as well as on behalf of its two related non-profit organizations. This is a necessary first step before the Commission can address the **method** of solicitation.

Statutory authority for soliciting

The West Virginia Ethics Act generally prohibits a public official or public employee from soliciting any gift unless the solicitation is for a charitable purpose with no resulting direct pecuniary benefit conferred upon the official or employee or his or her immediate family. W.Va. Code § 6B-2-5(c). Although the statute does not define "charitable purpose", the Commission's legislative rules provide that the Commission will make such a determination on a case-by-case basis. 158 C.S.R 7 § 6.2. See Advisory Opinion 2005-02 ("As a general guideline, the Commission recognizes two main categories of programs or activities which constitute a charitable purpose: (1) Those which benefit the poor or disadvantaged; and, (2) Those which serve a public purpose or provide a significant public benefit."); and Advisory Opinion 2005-02 ("The overriding purpose of the solicitation must be to provide a benefit to the public as opposed to defraying the internal administrative costs of the [Agency].")

This is distinguishable from those situations where there is express statutory authority for a public entity to solicit private funds. See e.g. W. Va. Code § 18B-2A-4(m); W. Va. Code § 49-9-17(b); W. Va. Code § 5-1E-3(6). Thus, the Commission must determine whether the Requester's enabling legislation similarly authorizes the Agency to solicit. The provision reads:

The [Agency] is further authorized and empowered to **apply for and receive** appropriations, **gifts**, bequests or grants from any agency . . . or any other person, firm, partnership, association or corporation, within or without this state... to assist in achieving the public purpose of the [Agency].

W.Va. Code § 10-5-4 (emphasis added)

Although the statute does not use the term solicit, as the Legislative Auditor observed, the Commission notes that the statute expressly allows the Agency to "apply for and receive gifts". One definition of "apply" is "to request or seek assistance..." American Heritage Dictionary 121 (2nd ed.). While the Agency should consider seeking clarification from the Legislature in light of the Auditor's report, the Commission finds that this statute authorizes the Agency to solicit funds for purposes of the Ethics Act.²

²The Legislature established the Agency as a public benefit corporation. Although not defined within the enabling statute, the Commission finds that the term refers to a public entity created to perform a specific purpose, often in a regulated industry. The Commission also finds the term is more broadly used to define a public agency that performs a charitable purpose, similar to a private non-profit. Thus, the Commission takes administrative notice that the Agency provides an educational public service to the citizens of this State, and that the Agency's mission serves an overriding public purpose distinguishable from other governmental agencies.

The Commission also notes that this portion of the enabling legislation appears to have been in effect since at least 1967. The Ethics Act was passed in 1989. A rule of statutory interpretation is:

A statute should be so read and applied as to make it accord with the spirit, purposes, and objects of the general system of law of which it was intended to form a part; it being **presumed** that the legislators who drafted and passed it were familiar with all existing law, applicable to the subject matter, whether constitutional, **statutory** or common, and intended the statute to harmonize completely with the same and aid in the effectuation of the general purpose and design thereof, if its terms are consistent therewith.

Kessel v. Monongalia County General Hospital Company, 648 S.E.2d 366 (W.Va. 2007). The Commission notes that fund-raising drives by the agency appear to pre-date the Ethics Act. Hence, the Commission's finding that the Requester may solicit appears to be consistent when the two statutes are read together.

As a result of the foregoing, the Commission further finds that it is implicit in the authorization to seek funding that the Agency may use its resources, including public employees, to raise funds for the Agency. Further, the Commission notes that its Legislative Rule governing solicitation authorizes "a reasonable amount of public resources [to] be used for a charitable solicitation or fund-raising drive". 158 C.S.R. 7 § 6.5. Therefore, the use of public employees to conduct fundraising and on-air solicitations on behalf of the Agency does not violate the Ethics Act.³

Solicitations for the Non-Profit Organizations

The Requester also inquires whether public resources, including public employees, may be used to solicit funds on behalf of its two private non-profit organizations. While the Commission's Legislative Rule may allow solicitation on behalf of a private charity, the Commission declines to approve such a broad exception for the two private non-profits at issue in this matter absent clear legislative authority. See Cabot Oil & Gas v. Huffman, Nos. 35508, 35509, 35510, 35511, __ W. Va. __, __ S.E.2d __, (Slip Op. at 16, filed Nov. 3, 2010) (per curiam). "Absent a direct expression of such intent by the Legislature, we are constrained to apply the law in effect at the time..." *citing* Syl. pt. 1, Loveless v. State Workmen's Comp. Comm'r, 155 W. Va. 264, 184 S.E.2d 127 (1971).

³ Since it is resolving the question presented on other grounds, the Commission need not analyze whether the fundraising violates the prohibition against soliciting a gift which results in the public servant's direct pecuniary benefit. W.Va. Code § 6B-2-5(c). The Commission notes that the Agency desires to solicit funds for its own operations. This could necessarily include the Agency's employees' compensation, and create a potential direct pecuniary benefit to the public servants who are soliciting. The Commission recognizes, however, that the Agency receives funds from additional sources, and its budget may be structured so as to prevent a direct pecuniary benefit to the person(s) making the solicitation. These are all considerations which the State Agency must evaluate when deciding how to solicit.

First, the Commission notes that the Ethics Act prohibits a public servant from using public resources for the private gain of another. W.Va. Code § 6B-2-5(b). This includes private non-profit organizations.

Second, the Commission is mindful of the concerns the Legislative Auditor expressed. According to his Report, the non-profits have no administrative staff, and rely entirely on employees of the Agency to oversee and maintain its operations. Further, the employees use the accounts of the non-profits to pay certain expenses of the Agency. As cautioned by the Legislative Auditor, the non-profits' accounts are not subject to review or public audit, and could allow them to circumvent governmental regulations.

While the Requester maintains that the two non-profits are solely established to raise funds for the Agency, the Commission is concerned about allowing public resources, including public employees, to be used to operate and maintain private entities whose financial records are outside the government's jurisdiction to review. As a result, there is no guarantee of transparent accounting of their funds raised and how they are spent.

The Commission, however, is cognizant of the Agency's desire to use private non-profits to oversee the fundraising and administration of private endowments. Hence, the Agency should consider establishing private-public partnerships and/or statutorily created foundations. See e.g. W.Va. Code § 18-10H-2 & 3 (foundation to solicit sector funds and resources on behalf of the operation of a public academy); W.Va. Code § 49-9-17 (establishment of a council to solicit funds which are placed in a special account in the State treasury for use and benefit of the council); W.Va. Code § 12-1-12d (foundation for investment of funds on behalf of university institutions). While this would require legislative action and statutory revision of the Agency's funding statute, greater transparency and resolution of the Legislative Auditor's concerns would likely result.

Therefore, absent express statutory authority therefor, public servants **may not** work for, or otherwise administer a private organization during their prescribed compensated public work hours or use more than a *de minimis* amount of public resources. Further, absent express statutory authority, public servants **may not** fundraise on behalf of the private non-profits during prescribed compensated public work hours or use more than a *de minimis* amount of public resources.⁴

⁴Public servants are permitted to volunteer or perform work for the private non-profits, including solicitations on behalf of the non-profits, provided the public employees perform all such work on their own personal time and do not use their public title or public resources. Further, since the non-profits are not public entities, the Ethics Act's prohibition against solicitations does not apply to the employees, officials or members of the non-profits. The Ethics Act does not prohibit a private, non-profit organization from soliciting on its own behalf.

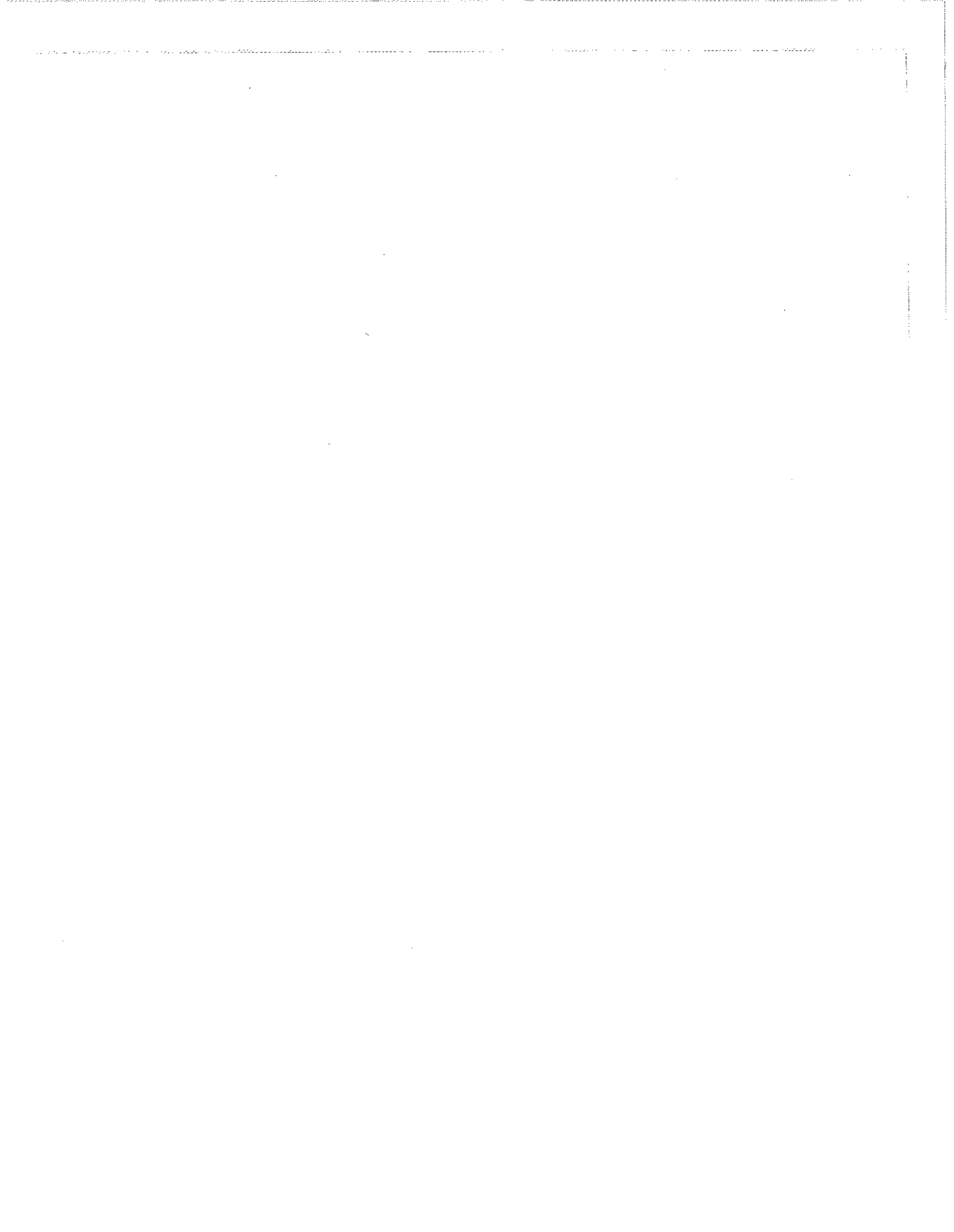
Conclusion

This advisory opinion is limited to questions arising under the Ethics Act, W. Va. Code § 6B-1-1, *et seq.*, and does not purport to interpret other laws or rules. A request from a different government agency may result in a different outcome, depending on the specific facts.

Thus, the Commission declines to make a broad ruling herein. Instead, such determinations must be decided on a case-by-case basis. Therefore, this opinion is limited to the facts and circumstances of this particular case, and may **not** be relied upon as precedent.

Mindful of the Agency's need to maintain operational efficiency through the current fiscal year, the Commission hereby suspends implementation of this Advisory Opinion until July 1, 2011. As earlier expressed, the Commission encourages the Agency to seek legislative change to clarify its fundraising abilities, obligations and responsibilities.


R. Kemp Morton, Chairperson



MUNICIPAL GOVERNMENT

ADVISORY OPINION NO. 2010-18

Issued On November 4, 2010 By The

2010 NOV 12 AM 10: 51

WEST VIRGINIA ETHICS COMMISSION

SECRETARY OF STATE

OPINION SOUGHT

A City Council asks whether it may use public funds to purchase Sam's Club cards for the personal use of its employees or their family members.

FACTS RELIED UPON BY THE COMMISSION

Sam's Club is a national chain of retail warehouse stores. In order to shop at Sam's Club, individuals must pay an annual membership fee of forty (\$40) dollars. This type of membership (known as an "Advantage Membership") includes two (2) membership cards: one for the individual and another for a household member. The Advantage Membership does not allow for any additional persons to be added to the membership.

Sam's Club also offers a "Business Membership" for individuals who own or operate their own business. It extends the definition of "business" to include churches, civic groups, and governmental entities. In addition to a reduced annual membership fee of thirty-five (\$35.00) dollars, a business membership includes three (3) membership cards: a personal card, a household member card, and a company card (for business purchases with a business check only). Unlike the individual Advantage membership, Business Members are eligible to sponsor up to eight (8) people under their business membership. Each add-on card costs thirty-five (\$35) dollars a year, and includes a free card for a household member.

As a governmental entity, the Requester purchased a business membership with Sam's Club. It uses the membership for City related business. The City inquires whether it may provide the additional cards provided to the City as part of its business membership to its public officials or employees for their personal use. It further inquires whether it may purchase add-on cards to provide to public officials or employees as a perk of employment.

CODE PROVISIONS RELIED UPON BY THE COMMISSION

W. Va. Code § 6B-2-5(b) reads in relevant part:

A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person. Incidental use of equipment or resources available to a public official or public employee by virtue of his or her position for personal or business purposes resulting in *de minimis* private gain does not constitute use of public office for private gain[.]

ADVISORY OPINION

In establishing the Ethics Act, the West Virginia Legislature expressly held that "public officials and public employees who exercise the powers of their office or employment for personal gain beyond the lawful emoluments of their position or who seek to benefit narrow economic or political interests at the expense of the public at large undermine public confidence in the integrity of a democratic government." For this reason, the Commission has zealously upheld the express prohibitions of using public funds and resources for the private gain of public servants. W.Va. Code § 6B-2-5(b).

The Requester has a Sam's Club membership which it uses to purchase supplies for the City. It maintains that Sam's Club offers items in bulk at lower rates than may be found locally, and thus constitutes an overall savings to the City.

While the Requester has not specifically asked whether it may use public funds to purchase a Sam' Club for City business, the Commission takes this opportunity to opine that there is nothing in the Ethics Act which prohibits purchasing this membership or similar memberships for City use. There is a rational basis for the purchase of a membership if it provides a cost savings to the public agency. Therefore, the Commission hereby finds that the Requester may purchase a single Sam's Club Business Membership for itself, under the City's name, in order to make purchases at Sam's Club.

Next, the Commission must consider whether the City may use public funds to purchase Sam's Club cards for the personal use of its employees as an add-on to the City's Business Membership. The Commission has occasionally been called upon to opine about the appropriateness of certain expenditures by a governmental body as an inducement or perk of employment.¹

In considering whether a fringe benefit would create an impermissible use of public office for private gain, the Commission has looked to the benefit conferred on the employee, whether there is a rational basis for the decision, and the cost to be borne by the governmental entity in providing the benefit. See A.O. 2007-05. The Commission must also consider whether it is an authorized expenditure. In determining whether an expenditure violates the Ethics Act, the Commission relies upon the common law, West Virginia Code, Legislative Rules, Attorney General Opinions and opinion letters issued

¹ Over the last several years, the Commission has been asked to opine about the permissibility of certain employee perks (aka fringe benefits). See e.g. A.O. 2010-02 (employees may accept government discount for personal cell phone); A.O. 2009-03 (allowing reimbursement for government related calls made on personal cell phones); A.O. 2008-09 (a University may provide a discount to faculty members at the University bookstore); A.O. 2008-07 (allowing employees free use of Town swimming pool); A.O. 2008-05 (allowing employees free limited recreational use of public facility).

by the Auditor's Office to determine whether there is express or implied authority for an expenditure.

The Commission is unable to find express or implied authority to use public funds for this purpose. The Commission hereby finds that, absent statutory or legal authority for this expenditure, the purchase of Sam's Club memberships for the personal use of public officials or employees constitutes an impermissible use of public office for private gain.

The Commission further finds that the City may not give its elected officials, employees or their household members the additional cards provided to the City as part of its membership package. Even if there is no additional charge to the City for these cards, still, there is a private benefit to the public servants and their families because a membership, purchased at taxpayer expense, is the source of the free cards. In the absence of express or implied authority, the Commission finds that it constitutes an impermissible use of public office for private gain to use these cards for the personal benefit of employees.

Accordingly, the Commission hereby finds that a governmental entity may purchase a membership for itself, but may not purchase or accept add-on memberships for the personal use of its elected officials, employees or members of their household. Additionally, the Commission recommends that the City decline acceptance of the two personal cards that are provided as part of the Business Membership. Instead, if there is a need for more than one City card, the City should inquire as to whether it may acquire multiple business cards in lieu of the personal cards. If not, then the City shall implement procedures to ensure that any employees who are provided cards for City business only use them for official, not personal, purchases.

Finally, the Commission reminds public officials and employees that they may not use the City's card to gain admission to the Sam's Club and/or to make personal purchases.² This would additionally constitute an impermissible use of public office for private gain.

This advisory opinion is limited to questions arising under the Ethics Act, W. Va. Code § 6B-1-1, *et seq.*, and does not purport to interpret other laws or rules. In accordance with W. Va. Code § 6B-2-3, this opinion has precedential effect and may be relied upon in good faith by other public agencies unless and until it is amended or revoked, or the law is changed.



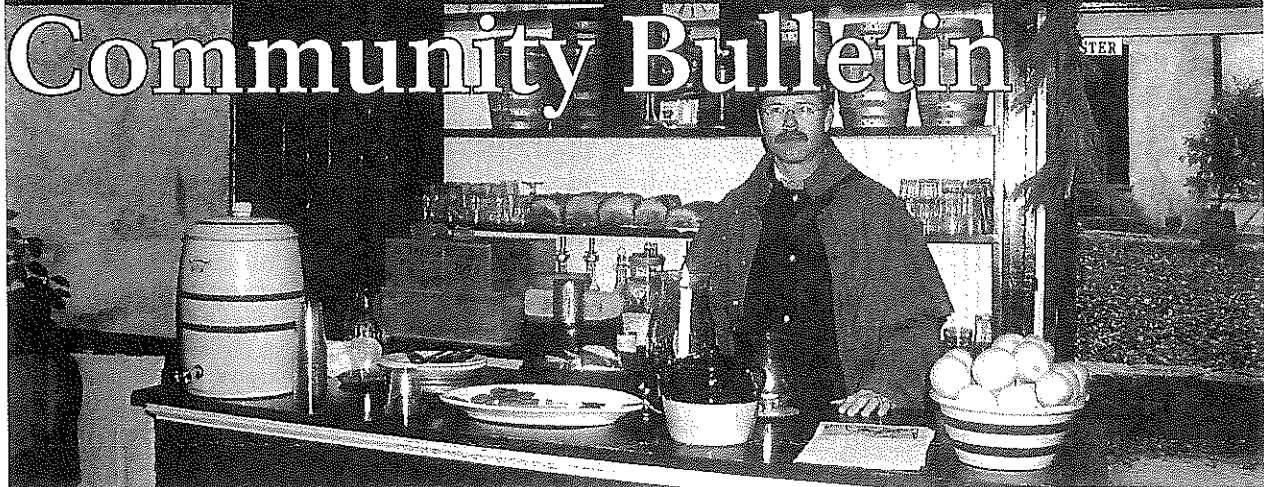
R. Kemp Morton, Chairperson

² In particular, in regard to elected officials, they may not increase their own salaries. A.O. 2009-02





Community Bulletin



Captain Flagg's U.S. Quarter Master City: Approach of Peace 1864

Harpers Ferry National Historical Park invites the public to attend Captain Flagg's Quarter Master City: Approach of Peace 1864, December 4-5, 2010. This special living history program offers a glimpse of the town during the Civil War. Flagg's operation provided all the supplies General Philip Sheridan (USA) needed to fight in the Shenandoah Valley. Abraham Lincoln's second election hinged on the success of Sheridan's Valley Campaign. The former U.S. Armory, burned at the outbreak of war, was reclaimed as a wartime supply depot. The country was torn apart by war, but families remained hopeful of reunion with their loved ones. Stroll through the community and look in on the town's simple Yuletide preparations.

Union soldiers attempted to create their own version of Christmas at the front, while living in a town of citizens with questionable loyalties. With the prospects of peace still four months away, young Charles Moulton, of the 34th Massachusetts Regiment, stationed in the Provost-Marshal's office, mused about happier times at home. In 1864, the country was torn apart by war, but families remained hopeful of reunion with their loved ones. The event will feature the town under

federal occupation. For several months, Harpers Ferry had been the staging area for Union operations in the Shenandoah Valley; successful operations that brought the inevitable end of the conflict ever closer. Troops and supplies steadily poured south from Harpers Ferry by rail and wagon train. Over 60,000 federal soldiers passed through the Shenandoah Valley. Those same means of transportation brought back a steady stream of wounded soldiers, prisoners, and the dead. Buildings at Harpers Ferry that are not used to house supplies are occupied by hospitals, the Christian Commission, and the Sanitary Commission. These organizations provided charity, aid and comfort to soldiers spending another Christmas far from home.

By Christmas 1864, the death toll was rising and the country was still reacting to the recent presidential election. On the home front, Christmas spirit was tempered by concern for the safety of loved ones far from home and in harm's way. Hopes and prayers were that Santa Claus would visit every home, but that a notice of sad tidings from the battlefield would not. The spirit of Christmas, the spirit of hope and charity, the spirit of joy were muted

that holiday season, overshadowed by the clouds of war and an occupying army in the field.

Living history talks, tours, and special exhibits, will reveal the past and the present are more similar than one would think. The indomitable spirit of man may find a silver lining in any cloud, even in the clouds of war. It was a fervent hope, for America, and for the troops in the field, that the images of Christmas past and present may, in true Dickensian fashion, help alter the reality of Christmas future, so that all may truly enjoy peace on earth and goodwill to all men.

Saturday, December 4th 2010

12-9 pm Historic exhibits open

12-2 pm "Decking the Halls: Ornaments for the Tree" Make and take a 19th century style ornament. At the Lyceum Tent.

12, 1, 2, 3 & 4 pm "Captain Flagg's US Quarter Master City": A Ranger Guided Horse and Wagon Tour. Experience the military and civilian workers who transformed the town into a successful war machine. Tours offered, each beginning on

the hour and lasting between 30-45 minutes. Sign up & reserve your free ticket at the Lyceum tent on the Park Green. Begins and ends at the Lyceum Tent.

1-2 pm "Mail Call: Packages From Home" Witness local citizens and soldiers gathering to receive their censored mail from the US Provost Marshal's office. Begins at the Lyceum Tent

2-3 pm "Caught Yesterday, French Bill, Notorious Murderer and Bushwhacker" Follow the Provost Marshal as he deals with the crime and punishment of a well known deserter. Begins at Lyceum Tent. Guided tour including weapons firing and demonstration.

3-4 pm "Feeding the War Machine: Soft Bread for Sheridan's Army" See how 5,000 loaves of bread were made and baked in brick ovens. Meet at the backyard of Roeder's Confectionery.

3-5 pm "A Grand Military and Citizen's Ball" Join the 34th Massachusetts Officers and their wives as they host a Victorian Dance. Dance instruction provided to period dance music.

9:30pm Last park shuttle departs the lower town for entrance station parking.

Sunday, December 5, 2010

11-4pm Historic exhibits open

12, 1, 2, 3, 4 pm "Captain Flagg's US Quarter Master City": A Ranger Guided Horse and Wagon Tour. Experience the military and civilian workers who transformed the town into a successful war machine. Tours offered, each beginning on the hour and lasting between 30-45 minutes. Sign up & reserve your free ticket at the Lyceum tent on the Park Green. Begins and ends at the Lyceum Tent.

12-1 pm "Mail Call: Packages From Home" Witness local citizens and soldiers gathering to receive their censored mail from the US Provost Marshal's office. Begins at the Lyceum Tent.

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2-3 pm "Caught Yesterday, French Bill, Notorious Murderer and Bushwhacker". Follow the Provost Marshal as he deals with the crime and punishment of a well known deserter. Begins at Lyceum Tent. Guided tour including weapons firing and demonstration.

3-4 pm "Ho For Christmas" Carolers, sometimes called ballad mongers, strolled the streets in America tempting pedestrians to purchase sheet music of carols. Join this musical performance in the 2nd floor of the John Brown Museum, Christmas Parlor.

4 pm Special exhibits close

6:30pm Last park shuttle departs the lower town for entrance station parking.

Join Harpers Ferry Historical Association

We invite you to join the Harpers Ferry Historical Association (HFHA). Our members are people who care about Harpers Ferry NHP want to learn more about its rich cultural and natural heritage. Harpers Ferry Historical Association has over 500 members throughout the United States and in Canada.

\$25 Armory Worker – Basic membership for a family household. Benefits include a newsletter subscription, a 15% discount on all bookshop purchases, a lapel pin, and invitations to annual meeting and events.


\$25 Sarah Jane Foster – An alternative basic membership for educators. Benefits include the above plus open house for teachers and discounts on programs for teachers.

\$45 Millwright – For those members who are frequent visitors to the park. Benefits are the same as Armory Worker category plus a 12-month Harpers Ferry Park entrance pass.

\$100 Master Armorer – A supporting membership category. Includes all benefits of the Millwright category plus a "My Home Towne" replica, member recognition in our newsletter and at our annual meeting, and a special tour.

\$250 Paymaster – For businesses, vendors or family donors who wish to contribute to the Association's mission. Benefits include 15% discount on all bookshop purchases; a newsletter subscription; lapel pin; invitations to annual meetings, events, and association-sponsored education programs; a 12-month park pass; "My Home Towne" replica; recognition in newsletter and at annual meeting; special tour; and additional membership card.

\$500 Armory Superintendent – For supporters (individual and corporate) who wish to perpetuate Association and Park education programs. Benefits include 15% discount on all bookshop purchases, a newsletter subscription, lapel pins, invitations to annual meeting, events, and education programs, "My Home Towne" replica, recognition in the newsletter and at annual meeting, special tour, a National Park pass (for use in all parks) for individuals, and a display plaque for businesses.



National Park Service
U.S. Department of the Interior

The history of Harpers Ferry has few parallels in the American drama. It is more than one event, one date, or one individual. It is multi-layered, involving a diverse number of people and events, decisions and actions that influenced the course of our nation's history. Visit Harpers Ferry and step into history.

Harpers Ferry National Historical Park
P.O. Box 65
Harpers Ferry, West Virginia 25425

Visitor Center
304-535-6029

Harpers Ferry Historical Association Bookshop
304-535-6881

Harpers Ferry NHP Home Page
www.nps.gov/hafz/

The National Park Service cares for the special places saved by the American people so that all may experience our heritage.

Join HFHA Today

Phone: 304-535-6881

Fax: 304-535-6749

E-mail: hfhfa@earthlink.net

PVAS Receives Grant to Help Ranson Park

PVAS has received the "TogetherGreen" grant it was seeking to help the City of Ranson continue development of its new Flowing Springs Park (June 2010 *Valley Views*).

The grant will provide a total of \$25,384 for the park project.

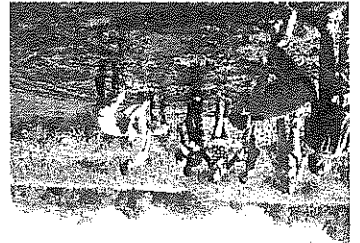
It is one of 43 such grants awarded nationwide and announced November 23 by the National Audubon Society. Together, the grants total nearly \$1.1 million.

The "TogetherGreen" grant program was launched in 2008 by the National Audubon Society and Toyota.

It is a five-year program designed to fund innovative conservation projects, support conservation leadership, and offer volunteer opportunities that significantly benefit the environment and reach new audiences.

Funds are awarded to Audubon organizations and partners that demonstrate exceptional creativity in working with other groups on projects that will produce tangible benefits for environmental quality.

Generally speaking, PVAS's "TogetherGreen" grant will be used to finalize plans for the park, to foster public involvement in the park project, and to begin the actual restoration process. More specifically, the grant will fund the development of a land management plan that will both help determine the park's final design and help guide its Watershed Education Initiative class use the park as a laboratory for their Ranson Elementary fourth-graders.



Potomac Valley Audubon Society is people dedicated to preserving, restoring, and enjoying the natural world through education and action.

It will also fund deer fencing to promote a riparian buffer to protect the headwaters of Flowing Springs; volunteer days to help clean up the park from trees, trash, invasive species, and other problems; and the planting of native trees, shrubs and grasses that will improve the habitat for grassland birds. (The site already provides excellent habitat for several bird species on Audubon's Watchlist

See *TogetherGreen*, Page 2

See *TogetherGreen*, Page 3

These local-area counts are part of a Christmas Bird Count that has been conducted throughout the western hemisphere every year since 1900 under the auspices of the National Audubon Society. The December 18 count, traditionally called the "Charles Town" count, will focus on Jefferson County. The January 2 count, called the "Inwood" count, will focus on Berkeley and Morgan counties.

The December 18 and January 2 as the dates for this winter's annual Eastern Panhandle Christmas Bird Counts. PVAS has set December 18 and January 2 as the dates for this winter's annual Eastern Panhandle Christmas Bird Counts.

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Watch for PVAS Annual Appeal Mailing

PVAS will launch its annual fundraising appeal December 1. We know this isn't an easy time to be asking for funds. Particularly here in our region, the economy is still a great concern and many families are still struggling to make ends meet. But the fact remains that we really depend on your contributions. So it's our job to make the best case we can for your support, and that's what we've tried to do in our appeal letter and in the annual report that will accompany it. Please keep an eye out for this mailing and take time to read it if you can. And please remember that no matter how much you give to PVAS or how you give it, your contribution is greatly appreciated. We couldn't provide all the services we provide without the help we receive from members and friends like you! Thanks in advance for whatever support you can provide to PVAS this year!

Sign Up Now for Local Christmas Bird Counts

PVAS has set December 18 and January 2 as the dates for this winter's annual Eastern Panhandle Christmas Bird Counts. The December 18 count, traditionally called the "Charles Town" count, will focus on Jefferson County. The January 2 count, called the "Inwood" count, will focus on Berkeley and Morgan counties. These local-area counts are part of a Christmas Bird Count that has been conducted throughout the western hemisphere every year since 1900 under the auspices of the National Audubon Society. The purpose is to monitor the status and distribution of early-winter bird populations.



Hello everyone:
 Elsewhere in this issue of *Valley Views*, you'll note that PVAS has received a special \$25,384 grant to help the City of Ranson continue development of it's new Flowing Springs Park.

Regular readers of this newsletter know that PVAS has been assisting this park project for about two years now, doing biological surveys and providing technical advice on protecting the park's wetland wildlife habitat.

The new grant will take our involvement in this project to a new level. Its funds will allow us to help finalize a long-term plan for the park, to foster public involvement, and to start habitat restoration work.

The grant is one of 43 awarded this year by the "TogetherGreen" conservation grant program, which is a joint venture of the National Audubon Society and the Toyota Corporation.

This grant program is unique because it's exclusively aimed at the grass roots level, and it only funds projects that involve partnerships between local Audubon chapters and their communities.

The great thing about this approach is that it encourages Audubon chapters to work closely with their communities (and vice versa) and allows Audubon chapters to help their communities secure funding that would not be available any other way.

We're grateful to National Audubon and Toyota for their willingness to provide such funding, and we're happy to have the opportunity to serve Ranson in this way.

—Peter Smith

TogetherGreen (continued from page 1)

such as the Willow Flycatcher, Eastern Meadowlark, Grasshopper Sparrow, and Field Sparrow.)

Finally, the grant will help PVAS offer programs that will help local schools to use the park as an outdoor classroom.

The Flowing Springs Park project combines two goals.

One goal is to preserve the headwaters of Flowing Springs and protect valuable habitat for grassland birds and other wildlife. The other is to create a park that attracts community members and, ultimately, inspires them to invest in the park's protection.

The new "TogetherGreen" Grant is aimed at fostering both these goals.

Also assisting with the park planning process are the Conservation Fund's Freshwater Institute, the WV Division of Forestry, and the WV Conservation Agency.

More details about the "TogetherGreen" grant program and a complete list of the 2010 "TogetherGreen" grant awards can be found at www.TogetherGreen.org/grants.

Green Home Tour & Wine Tasting Event

We can't thank Keith and Tari Janssen enough for opening their beautiful home for our Fall Wine Tasting and Green Home Tour. Guests enjoyed informative tours provided by the hosts. Those in attendance learned about the home's solar hot water system, solar electric, their reclaimed and recycled doors, tiles and other items, the masonry stove, passive solar design, and many other green features of the home.



Tari Janssen leads a tour group

programs, and we thank all for their contributions.

Reminder: Eidolon Hunting and Hiking Schedule for December

If you're planning to visit the Eidolon Nature Preserve in December, please remember that the main firearm season for deer continues through December 11 and there is a special, three-day season for antlerless deer December 29-31. Please keep the following rules in mind:

- In accordance with state law, no hunting is permitted on Sundays, and hikers can use Eidolon's trails freely on those days during hunting season.
- During the early December portion of the main firearm season for deer, the trails will be closed to hikers on Saturday, December 4, and Saturday, December 11.
- On all other weekdays between December 1 and December 11, the trails will be open to hikers from 10 a.m. until 3 p.m. only.
- The preserve will be closed to hikers during the entire three-day antlerless deer season, which runs from Wednesday, December 29, through Friday, December 31.
- Hunters must be licensed by the state and follow all applicable state laws and regulations.
- For their part, hikers should exercise appropriate caution at all times during hunting season and wear at least one item of blaze orange clothing.

Full details can be found on the PVAS website.

School Program Activity

Several schools have already called requesting spring programs either at Yankauer or for delivery at the schools themselves. We are

getting up for spring watershed programs with four local schools signed up to date. Due to increasing scheduling challenges, we are now offering several versions of the fourth-grade Watershed Education Initiative program so teachers have more choices of time and financial commitments. This means that teachers may sign up for either the full program - a commitment of about 10 hours - or a shorter version of either three or five hours, depending on the time and financial resources available. As you may recall from earlier in the school year, some schools have chosen to go with the full year-long program as well.

All versions of the program still focus on teaching students about their watershed and the importance of water quality to people and wildlife as well as how our local actions impact the Chesapeake Bay.

Three high schools have signed up to help us formally pilot the more advanced version of Watershed Education Initiative. These classes will learn about the impacts water pollution has on fish health as well as how water travels underground.

As the fall semester comes to a close, we are wrapping up the second- and third-grade pilot programs that have been delivered at local schools. Transportation issues continue to be a challenge, so this year PVAS is testing second- and third-grade programs that are delivered at the schools, using the schoolyard for the program whenever possible. The program themes are the same, and they are still hands-on and meet state-mandated education requirements, but the programs remove the obstacle of bus transportation.

The last of the programs are being tested and evaluated as of the writing of this article, but the general (yet informal) feedback from teachers appears to be that they prefer the programs at Yankauer. However, the programs at the schools are a very acceptable option when transportation issues make visiting Yankauer impossible.

Summer Camp Planning Underway
As the weather gets cooler, planning for our 2011 Audubon Discovery Camp begins. The summer schedule and locations are already being set so families can begin registering for camp early in 2011.

We plan to continue offering at least two weeks of summer camp at CraftWorks at Cool Spring Farm in southern Jefferson County. PVAS has also begun talking to the Jefferson County Historic Landmarks Commission about the possibility of holding a week of camp at Peter Burr Farm in Bardane. There will be several weeks of camp at the Yankauer Nature Preserve and the ever-popular "Camp Survivor" theme will certainly be among the options.

Additional options being explored include another overnight trip to the Chesapeake Bay, an overnight at FLOC (For Love of Children Outdoor Education Center near Shannondale) for older youth, and perhaps an evening camp where campers can enjoy nighttime activities such as owl prowls, night hikes, moth attraction, storytelling and campfires.

Stay tuned as the camp plans get firm up, and if you have any questions or suggestions, please contact Ellen Murphy at pvaspro-grams@comcast.net or 304-676-8739.

Reminder...No Valley Views in January
Please remember that there is no January issue of Valley Views. The next issue will be the February issue.
For late breaking announcements please check the PVAS website regularly, www.pvalley.org, keep an eye on your email, and see your local paper for changes and new announcements.
If you haven't already signed up for the PVAS Heads Up email announcement list you can do so by sending a request with your name and email address to pvasmail@aol.com.

Christmas Bird Count (continued from page 1)
The data collected from this volunteer-based effort have been folded into what is now the longest-running database in ornithology, representing over 100 years of continuous information. This database is used to help spot trends in bird populations, which in turn can help identify shifts in environmental conditions.

Currently, over 50,000 volunteers across the Americas participate in each year's count.
Both experienced and novice birders are welcome to join in this season's Eastern Panhandle counts. Novice volunteers will be teamed with those who have more experience.

All those who participate must register beforehand with PVAS. To register and/or to obtain more information, contact Bob Dean at bobdean52@gmail.com.
For more information about the Christmas Bird Count, go to <http://birds.audubon.org/christmas-bird-count>.

Birdseed Sale Thank You

...for your order, and for your patience with our seed shortage on delivery day. The snow storms and tornados in the Midwest delayed shipments.

Thanks are in order for our Birdseed Team and helpers. Thank you John & Nancy Ostrowski for organizing and computerizing all the orders and payments. Thanks also to Marvin & Judy Gower, and to John Bir and all the staff at Gower's in Williamsport & Ranson ... it's a pleasure to work with all of you. Thanks also to Hunter Hardware in Berkeley Springs for letting us deliver seed from their warehouse.

Last but not least, many thanks to our delivery day helpers: Susan Jones (Berkeley Springs), Al Davis and Barbara Rice (Williamsport), Bruni Haydl, Kim Myles, Carl Thomas, Christian Thomas and Daniel Pike, and also to David Pennock who brought Boy Scout Troop 42: Matthew Pennock, Phillip Pennock, Ricky Nathan, and Robert Puster (Ranson). We sold over 26,000 pounds of birdseed this year, and increase of 2,000 pounds.

Thanks to one and all!!! If you run into any snags with your order, call me: Diana Mullis at 304-267-3482 or email diamamullis@aol.com

Stautter's Marsh Will Be Topic at January PVAS Program at NCTC

PVAS's January program at NCTC will focus on a popular Berkeley County wetland birding site known as Stautter's Marsh.



Photo credit: Will Hershberger

The presenter will be Stautter Miller, a Charlottesville, Virginia, veterinarian, birder, and author who owns the marsh. He will review the marsh's natural assets and talk about its future.

The program will be held at 7 p.m. Wednesday, January 12, in Room 151 of the Instructional West Building.

Admission is free and anyone is welcome to attend.

About 30 acres in size, the marsh is located on Back Creek Road (Route 7) near Shanghai, in Berkeley County.

Local birders regard it highly as a good site for viewing migrating shorebirds in spring and fall. Dragonflies, butterflies, and amphibians may also be seen.

The marsh contains several pools and islands, and there is a trail around part of it.

Some parts of the marsh can be viewed from the roadside and there is sufficient room for cars to pull over. There is also a parking area near the start of the trail.

Join Great Backyard

The 14th annual Great Backyard Bird Count (GBBC) is coming up February 18-21, 2011.

The four-day event is free and is open to bird watchers of all ages and skill levels. Participants watch birds for any length of time on one or more days of the count and enter their tallies at www.birdcount.org. The results provide a snapshot of the whereabouts of more than 600 bird species.



The GBBC is a joint project of the National Audubon Society and the Cornell Lab of Ornithology with Canadian partner Bird Studies Canada.

Mid-February is chosen as the time for the Great Backyard Bird Count because it offers a good picture of the birds typically found throughout the winter months. It also coincides with migration for some species, such as the Sandhill Crane. That window of transition affords an opportunity to detect changes in timing for northward migration.

Participants may also enter the GBBC photo contest by uploading images taken during the count. Many images will be featured in the GBBC website's photo gallery.

All participants are entered in a drawing for prizes that include bird feeders, binoculars, books, CDs, and many other great birding products.

An estimated 63,000 people from across the United States and Canada participated in last February's GBBC, submitting more than 97,300 bird checklists.

More information is available on the www.birdcount.org website. Or contact the Cornell Lab of Ornithology at (800) 843-2473, gbbc@cornell.edu, or Audubon at (202) 861-2242 ext. 3050, zscience@audubon.org.

GBBC is a joint project of



James Blackwell, "Blackie", Davis: An Appreciation

By Jean Neely

Years ago—say, 28, when we were starting this Audubon chapter, like all new organizations, we needed a treasurer. Someone said: "Ask Blackie Davis." I did.

I went over to his office in Charles Town to meet him—the was trust officer for Blakeley Bank (long ago swallowed up by a bigger fish) and we talked about it. Before I left the office, he had opened up a bank account for us, and said he'd serve as treasurer "until you can get someone permanent." He turned out to be that someone.

He served cheerfully, paying our meager bills with our equally meager funds, patiently explaining the more arcane banking stuff to us, and even extending overdraft protection. We were very broke, not having anything except a \$250 "loan" from the National Audubon Society until our dues split money starting coming in. It seemed that I was always trotting over to see him about some problem with finances.

Blackie, a proud native son of Jefferson County, had a great life with his beloved Eileen and two special children, Mary and Tom. Nevertheless, he always had time for those who asked it of him. PVAS was indebted to him for his gracious service when we needed it most, and although we know he would be the first to protest that, I'll say it again now:

Thanks, Blackie!

Calendar of Upcoming Events

December 3:	Potomac Valley Nature Photographers Mtg.
December 5:	Potomac Valley Nature Writers Mtg.
December 18:	Charles Town, Jefferson County Christmas Bird Count
January 2:	Inwood, Berkeley/Morgan County Christmas Bird Count
January 12:	PVAS Program, NCTC
January 14:	Master Naturalist Applications Due
February 1:	Master Naturalist Candidates Announced
February 9:	PVAS Program, NCTC
March 9:	PVAS Program, NCTC
March 25-26:	WV Environmental Education Assn. Conference

Join Potomac Valley Nature Writers' Group

Do you enjoy reading and/or writing about nature? Then you are invited to join the Potomac Valley Nature Writers' Group (PVNWG). The Group meets each month from September through May to discuss a particular nature writer and his or her work. Selections vary to include male and female writers, classic and contemporary works, fiction and nonfiction, prose and poetry. PVNWG also supports members' own writing efforts such as nature blogging and nature journaling. Meeting dates and locations vary. For more information, visit <http://potomacvalleynaturewritinggroup.blogspot.com/> or contact pvnaturewriters@gmail.com

Remember United Way/CFC Fund Drives

Here's a final reminder that the annual fundraising campaigns of the United Way of the Eastern Panhandle and the Combined Federal Campaign (CFC) will continue through December 15. PVAS encourages its members to support these organizations. Because PVAS is an IRS-qualified non-profit agency, individuals who contribute to either United Way or CFC can designate all or part of those contributions to PVAS, if they wish. To designate United Way contributions to PVAS, look for the section of the United Way contribution form that says "Tell us how you would like United Way to invest your donation," enter the dollar amount you wish to designate to PVAS in the space next to the phrase "Restricted contribution," and write *Potomac Valley Audubon Society* in the line below that. To designate CFC contributions to PVAS, enter PVAS's CFC number (29061) on the CFC form that you file with your employing agency. United Way and CFC deduct a percentage from all designated contributions to cover their own administrative costs. If you have any questions, please contact Kristin Alexander at pvsnail@aol.com or 304-676-3397.

RED TEXT - DOT ALERT
 If red text or a red dot appears on your mailing label, your membership may have expired and this could be your last issue of Valley Views. Take action to renew your Local membership. If you are a National Audubon Society member, the National Society will notify you directly when your membership is up for renewal.

Some people prefer National Audubon Society membership, which includes a subscription to the Society's Audubon magazine. To become a National member, go to the Society's website at www.audubon.org and click on "Join." If you join National Audubon and reside in Berkeley, Jefferson or Morgan counties in West Virginia, or in Washington County Maryland, you will automatically become a member of PVAS and have access to our events, an e-mail copy of newsletter and e-mail alerts. However almost all of your dues payments will go to the National Audubon Society; only a small percentage will go to PVAS.

If you'd rather join the National Audubon Society:

JOIN PVAS TODAY!

ALL of your dues will stay here to support local PVAS efforts and help us grow! And here's what you'll get:

- Access to a wide variety of PVAS programs and events for adults and children, including field trips, special events, workshops and courses, and environmental projects.
- A subscription to Valley Views, the PVAS newsletter.
- E-mail alerts about events and programs of special interest
- Satisfaction of supporting conservation efforts, youth and adult nature education, individual and family recreation, and a wide array of programs in your community.

To become a local member, send in the form below and enclose a check for \$20 (\$15 for seniors and students). Make the check out to "PVAS." This fee covers membership for everyone in your household for one year.

Membership Form

Name: _____

Address: _____

City: _____ State: _____ Zip code: _____


Phone (optional): _____

E-mail: _____

To save postage costs, PVAS regularly sends its newsletter by e-mail. You can be assured that we do not share email addresses with anyone. If you would prefer to receive the newsletter by U.S. mail check here: _____

Thank you for your support!

Membership Chair, PVAS
 PO Box 578
 Shepherdstown, WV 25443



PVAS BOARD

The PVAS Board meets every other month on the first Thursday of the month (Sept-June). Meeting location will be announced prior to meetings are open to all PVAS members.

Special Contacts

Executive Director: Kristin Alexander 304 676-3397
 Web Master: Kathy Bilton
 PVAS Wildlife Rescue Coord: Diana Mullis 304-267-3482
 kae@mail730@aol.com
 kathy@fred.net
 304-267-3482

Emeritus Board Members

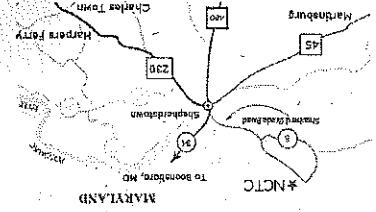
Jean Neely
 dianamullis@aol.com
 304 267-3482

Ex Officio Board Members

Jane Vanderhook
 Carolyn Thomas
 Kathy Stolzenburg
 Jesse Morgan
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 georgia_jepsen@comcast.net
 psmith@trontier.net

PVAS Officers and Board Members

President: Peter Smith 304 876-1139
 Vice President: Georgia Jepsen
 Secretary: Mina Goodrich
 Treasurer: Lex Miller
 Board Development: Wayne Braunstein 304 728-7181
 Board Members-at-Large: Don Briggs



The Potomac Valley Audubon Society meets at 7:00 p.m. on the second Wednesday of each month, September through April, at the US Fish and Wildlife Service National Conservation Training Center (NCTC), Shepherdstown, WV, in the Instructional West Building. Programs are free and open to the public. For additional information about PVAS or its programs and activities, please call any of the board members listed here or see <http://www.potomacaudubon.org>. PVAS serves the Eastern Panhandle of West Virginia and neighboring Washington County, Maryland.

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A proud partner of the United Way of the Eastern Panhandle and the Combined Federal Campaign.

<http://www.potomacaudubon.org>



Potomac Valley Audubon Society
 P O Box 578
 Shepherdstown, WV 25443
 Return Service Requested

MAIL TO:
 Jefferson County Commission
 100 E Washington Street
 Charles Town, WV 25414

DATED MATERIALS

NON-PROFIT ORG.
 US Postage
 PAID
 Permit No. 30
 Shepherdstown, WV