

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, AUGUST 9, 2012
9:30 A.M.

County Commission Meeting Room
located at the Old Charles Town Library
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

PRESENTATIONS:

1. 9:45 a.m. Angela Banks, Assessor
- Exonerations - Discussion/Action

2. 10:00 a.m. Paul Shroyer, Director of Financial Management
- Approval of Budget Revision #3 - Discussion/Action
- Approval of Internal Budget Revision #5 - Discussion/Action
- Return of unclaimed property - \$6,196.57 - Discussion/Action
- Year end budget analysis 2011-2013 - Discussion

3. 10:30 a.m. Break

4. 10:45 a.m. Bill Polk, Maintenance Director
- Update on Courthouse - Discussion
- Presentation on Accurate Systems and approval for \$15,000 consulting fees to assist with developing an RFP and implementation of a new phone system - Discussion/Action

5. 11:15 a.m. Todd Fagan, Director of GIS/Addressing
- County application for grant funding under the West Virginia Assistance Grants Program (WVTAGP) and WV Broadband Mapping Program (WVBMP) - Discussion/Action

UNFINISHED BUSINESS:

6. Decision on hiring on County Commission Civil Counsel - Discussion/Action
7. If applicable, filling of Civil Counsel position, Possible Executive Session §6-9A-4 - Discussion/Action
8. Approval of FY2013 Budget Allocations - Discussion/Action
9. Approval of an \$10,000 fund request from South Jefferson Public Library - Discussion/Action

NEW BUSINESS:

10. Approval of Agreement/Contract with Keller Williams concerning the Briel Building - Discussion/Action
11. Rescind vote of appointment to Board of Health due to an error in magisterial districts - Discussion/Action
12. Allocate the funds in the Special Cement Mill account to Jefferson Parks and Recreation for capital projects thus clearing the account since its purpose has been accomplished (DM) - Discussion/Action
13. Additional \$28,000 funding for the fire companies - each fire company would receive \$65,000 instead of \$61,000 (DM) - Discussion/Action
14. Approval of Anvil play security cost - Discussion/Action

DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCY WRITTEN REPORTS

- Jefferson County Homeland Security and Emergency Management

COUNTY ADMINISTRATOR REPORTS

COUNTY COMMISSION REPORTS

15. Break for Lunch

~~~~~ AFTERNOON SESSION ~~~~~

16. 1:30 p.m. Public Hearing on Tolling Policy
- Public input for the Proposed Amendments to the Bonding Policy - Discussion
17. 2:30 p.m. Public Hearing on Briel Building
- Public input on the potential purchase of the Briel Building and to discuss the list of Capital Improvements - Discussion
18. **ADJOURN**

CORRESPONDENCE:

Notice of Jefferson County Commission meeting cancellation on August 30, 2012 in observance of the Labor Day Holiday.

Notice that Jefferson County Commission offices will be closed Monday, September 3, 2012 in observance of Labor Day.

Notice of Informational Workshop Public Meeting on Monday, September 24, 2012 at the Page Jackson Elementary School beginning at 4:00 p.m. concerning US 340 - 4 Lane Project VA Line to Charles Town Bypass.

Weekly Settlement for Hollywood Casinos at Charles Town Races and Slot received for weeks ending July 28th, 2012 received from the West Virginia Lottery.

July 2012 Impact Fee Status Report received.

Copy of Oath taken by Toni Milbourne for Jefferson County Parks and Recreation received from County Clerk.

Notice of Closure on Cattail Run Road received from the WV Department of Highways.

Letter received from the United States Department of the Interior concerning Harpers Ferry National Historic Park expanding existing Transit Maintenance Facility Environmental Assessment.

Notice of WV Department of Highways to hold a meeting on US 340 Corridor in Bolivar, WV on Thursday, August 16, 2012 at 4:00 p.m.

Agenda received concerning the Eastern Panhandle West Virginia GIS Users Group Meeting being held at the Holiday Inn on Tuesday, August 21, 2012 beginning at 8:00 a.m.

Letter received from MinSec Companies concerning an offer submitted for a "halfway house".

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

Minutes
Jefferson County Commission
Thursday, August 2, 2012

A meeting of the Jefferson County Commission was held on Thursday, August 2, 2012 in the County Commission meeting room at the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Dale Manuel, (presiding), Lyn Widmyer, Frances Morgan and Walt Pellish. Patsy Noland was absent with notice. Also present were Debbie Keyser, Interim County Administrator, Debbie Stellato, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the August 2, 2012 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Widmyer led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Morgan to approve the Minutes of the July 24, 2012 Work Session as presented. Motion seconded by Mr. Pellish and unanimously approved.

Motion by Ms. Morgan to approve the Minutes of the July 26, 2012 regular meeting as amended. Motion seconded by Mr. Pellish and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Morgan to approve the Purchase Orders in the amount of \$22,175.49, being P. O. Nos. 52059, 52058, 52029, 52059, 52062, 49966, 49967, 49783, 49810, 49945, 52049, 52053, 52061, 52052, 49953 and 520547. Motion seconded by Mr. Pellish and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

Motion by Ms. Widmyer to approve the accounts payable in the amount of \$645,435.06 for August 2, 2012. Motion seconded by Mr. Pellish and unanimously approved.

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
067856	700	AUTOZONE		\$ -	\$ 159.25	\$ 159.25
067856	717	AUTOZONE		\$ -	\$ 287.82	\$ 287.82
067857	425	ABH SERVICES, INC.	49944	\$ 90.00	\$ -	\$ 90.00
067857	425	ABH SERVICES, INC.		\$ -	\$ 14,175.00	\$ 14,175.00
067858	412	BARDANE PUBLIC HEALTH CT		\$ -	\$ 383.00	\$ 383.00
067859	717	BATTERY MART	52051	\$ 39.95	\$ -	\$ 39.95
067860	425	B-K OFFICE SUPPLY INC	49941	\$ 1,116.00	\$ -	\$ 1,116.00
067860	425	B-K OFFICE SUPPLY INC	52028	\$ 43.00	\$ -	\$ 43.00
067861	717	AMERIGAS PROPANE LP	49920	\$ 720.34	\$ -	\$ 720.34
067862	PAYROLL	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85

067863	PAYROLL	BUREAU F/CHILD SPRT ENF		\$ -	\$ 212.31	\$ 212.31
067864	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
067865	GRANT	BRIGGS ANIMAL ADOPTION		\$ -	\$ 20,000.00	\$ 20,000.00
067866	GRANT	BLUE RIDGE MOUNTAIN LIBR		\$ -	\$ 2,976.70	\$ 2,976.70
067867	425	CITY OF CHARLES TOWN	52050	\$ 20.00	\$ -	\$ 20.00
067867	425	CITY OF CHARLES TOWN	52060	\$ 40.00	\$ -	\$ 40.00
067868	425	OLD CHARLES TOWN LIBRARY		\$ -	\$ 1,500.00	\$ 1,500.00
067869	440	DAVID M. CARTER		\$ -	\$ 30.00	\$ 30.00
067870	PAYROLL	CHILD SUPPORT ENFORCE AG		\$ -	\$ 27.69	\$ 27.69
067871	712	CPI COMPUTR PROJECT F/IL	49780	\$ 1,560.00	\$ -	\$ 1,560.00
067872	440	CHOICE STAFFING, INC.		\$ -	\$ 612.56	\$ 612.56
067873	425	DAYCON	49940	\$ 701.98	\$ -	\$ 701.98
067874	PAYROLL	DIVERSIFIED COLLECTION		\$ -	\$ 154.83	\$ 154.83
067875	717	DONALD B. RICE TIRE CO.	52055	\$ 91.85	\$ -	\$ 91.85
067876	439	FRED PRYOR SEMINARS	49950	\$ 256.00	\$ -	\$ 256.00
067877	717	FLEETPRIDE	52054	\$ 36.41	\$ -	\$ 36.41
067878	GRANT	GOOD SHEPHERD INTERFAITH		\$ -	\$ 5,000.00	\$ 5,000.00
067879	401	RICOH USA, INC		\$ -	\$ 29.19	\$ 29.19
067879	403	RICOH USA, INC		\$ -	\$ 58.12	\$ 58.12
067879	404	RICOH USA, INC		\$ -	\$ 29.06	\$ 29.06
067879	405	RICOH USA, INC		\$ -	\$ 58.12	\$ 58.12
067879	406	RICOH USA, INC		\$ -	\$ 29.06	\$ 29.06
067879	425	RICOH USA, INC		\$ -	\$ 29.06	\$ 29.06
067879	433	RICOH USA, INC		\$ -	\$ 29.06	\$ 29.06
067879	440	RICOH USA, INC		\$ -	\$ 29.06	\$ 29.06
067879	700	RICOH USA, INC		\$ -	\$ 87.18	\$ 87.18
067879	712	RICOH USA, INC		\$ -	\$ 29.06	\$ 29.06
067880	428	IPSWITCH, INC	49916	\$ 2,491.00	\$ -	\$ 2,491.00
067881	PAYROLL	ING NATIONAL TRUST		\$ -	\$ 1,110.00	\$ 1,110.00
067882	401	INSIGHT A/V SERVICES		\$ -	\$ 225.00	\$ 225.00
067883	ALLOC	JEFFERSON CO EMERGENCY		\$ -	\$ 427,000.00	\$ 427,000.00
067884	440	JEFFERSON PUBLISH CO INC	51034	\$ 62.70	\$ -	\$ 62.70
067884	451	JEFFERSON PUBLISH CO INC	50719	\$ 212.02	\$ -	\$ 212.02
067885	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 4,260.48	\$ 4,260.48
067885	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 40.00	\$ 40.00
067886	405	RALPH A LORENZETTI JR		\$ -	\$ 765.62	\$ 765.62
067887	439	MANPOWER	49951	\$ 443.12	\$ -	\$ 443.12
067888	PAYROLL	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 150.00	\$ 150.00
067889	401	PATRICIA A NOLAND		\$ -	\$ 359.21	\$ 359.21
067890	PAYROLL	NATIONWIDE RETIREMENT		\$ -	\$ 774.00	\$ 774.00
067891	439	MAUREEN O. NOLAN		\$ -	\$ 32.75	\$ 32.75

067892	406	PIFER OFFICE SUPPLY, INC	49847	\$ 25.11	\$ -	\$ 25.11
067893	712	PSYCHOLOGICAL HEALTH ASS	49782	\$ 400.00	\$ -	\$ 400.00
067894	424	POTOMAC EDISON/OH		\$ -	\$ 1,950.66	\$ 1,950.66
067894	425	POTOMAC EDISON/OH		\$ -	\$ 11,747.39	\$ 11,747.39
067895	424	RCS SECURITY	49943	\$ 187.50	\$ -	\$ 187.50
067895	425	RCS SECURITY	49943	\$ 724.60	\$ -	\$ 724.60
067895	425	RCS SECURITY		\$ -	\$ 402.00	\$ 402.00
067896	443	RCS SECURITY		\$ -	\$ 19,335.00	\$ 19,335.00
067897	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 85.26	\$ 85.26
067897	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 23.78	\$ 23.78
067897	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 9,737.48	\$ 9,737.48
067897	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 34,920.56	\$ 34,920.56
067898	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 39,323.51	\$ 39,323.51
067898	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 118.84	\$ 118.84
067899	401	SANDRA SLUSHER MCDONALD		\$ -	\$ 37.74	\$ 37.74
067900	975	SUMMIT COMMUNITY BANK		\$ -	\$ 2,441.41	\$ 2,441.41
067901	GRANT	TRENARY SERVICE CO		\$ -	\$ 33,010.00	\$ 33,010.00
067902	405	WEST PAYMENT CENTER	49635	\$ 1,810.27	\$ -	\$ 1,810.27
067903	440	WV CODE OFFICIALS ASSOC	51032	\$ 75.00	\$ -	\$ 75.00
TOTAL						\$ 645,435.06
TOTAL				\$ 11,146.85	\$ 634,288.21	\$ 645,435.06

PUBLIC COMMENT:

Wendy Whitehair Lochner requested that the Commission move the Public Hearing scheduled for Thursday, August 16, 2012 at 2:30 p.m. with regard to a proposed Zoning Ordinance Text Amendment to the evening so that citizens that work during the day could attend.

Joyce Dailey of the Shorekeepers of Jefferson County, West Virginia, LLC also requested that the Public Hearing scheduled for Thursday, August 16, 2012 at 2:30 p.m. be moved to the evening so concerned citizens could attend.

Earl Jackson commented that he had searched the West Virginia Code and advised the Commission of his findings regarding when the Commission was required to hold public hearings.

David Tabb advised he had heard nothing from the Commission about what it did for the residents during the June 30, 2012 emergency. He further stated he believes all County employees should be trained in emergency services. Mr. Tabb also mentioned that the Rt. 340 Corridor Citizens Committee has done nothing in quite a while.

PRESENTATIONS:

1. **Angela Banks, Assessor presented the following for approval:**

NOTICE OF EXONERATION:

Angie Banks, County Assessor, requested exoneration for Jhan Duobert in the amount of \$583.53. Motion by Ms. Morgan to approve the exoneration of \$583.53 for Jhan Duobert for Ticket No. 8168. Motion seconded by Mr. Pellish and unanimously approved.

Name	District	Type	Ticket No.	Amount
Jhan Duobert	Charles Town Municipality	Real Estate	8168	\$583.53

NOTICE OF EXONERATION:

Angie Banks, County Assessor, requested exoneration for Buddy E. Harding and Elizabeth A. Harding in the amount of \$30.92. Motion by Ms. Morgan to approve the exoneration of \$30.92 for Buddy E. and Elizabeth A. Harding for Ticket No. 313698. Motion seconded by Mr. Pellish and unanimously approved.

Name	District	Type	Ticket No.	Amount
Buddy E. and Elizabeth A. Harding	Corp. of Ranson	Personal Property	313698	\$30.92

NOTICE OF EXONERATION:

Angie Banks, County Assessor, requested exoneration for Peggy Freeman in the amount of \$49.32. Motion by Mr. Pellish to approve the exoneration of \$49.32 for Peggy Freeman for Ticket No. 300101. Motion seconded by Ms. Widmyer and unanimously approved.

Name	District	Type	Ticket No.	Amount
Peggy Freeman	Bolivar	Personal Property	300101	\$49.32

NOTICE OF EXONERATION:

Angie Banks, County Assessor, requested exoneration for Mary C. McNees in the amount of \$286.54. Motion by Mr. Pellish to approve the exoneration of 286.54 for Mary C. McNees for Ticket No. 303106. Motion seconded by Ms. Widmyer and unanimously approved.

Name	District	Type	Ticket No.	Amount
Mary C. McNees	Charles Town	Personal Property	303106	\$286.54

NOTICE OF EXONERATION:

Angie Banks, County Assessor, requested exoneration for Dottie Virts in the amount of \$57.77. Motion by Ms.

Morgan to approve the exoneration of \$57.77 for Dottie Virts for Ticket No 312998. Motion seconded by Ms. Widmyer and unanimously approved.

Name	District	Type	Ticket No.	Amount
Dottie Virts	Middleway	Personal Property	312998	\$57.77

NOTICE OF EXONERATION:

Angie Banks, County Assessor, requested exoneration for Robert J. Zalner in the amount of \$231.08. Motion by Ms. Morgan to approve the exoneration of \$231.08 for Robert J. Zalner for Ticket No. 19953. Motion seconded by Mr. Pellish and unanimously approved.

Name	District	Type	Ticket No.	Amount
Robert J. Zalner	Kabletown	Real Estate	19953	\$231.08

2. **Michele Morrison from Blue Ridge Community and Technical College** explained about the grant she is writing for the National Science Foundation Scholarships in Science, Technology, Engineering and Mathematics (S-STEM). The goal is to bring awareness and educational opportunities to high school and college age women in the technological fields of Technology, Cyber Security, Engineering and Mechatronics. Ms. Morrison requested the Commission write a letter of support for the college’s grant.

Motion by Ms. Morgan to review/edit and send the letter later, but approve it now. Motion seconded by Ms. Widmyer and unanimously approved.

3. **Sheriff Shirley** requested that the Commission approve the hiring of a new deputy, Sharon Moskowitz. He introduced Ms. Moskowitz and she briefly told the Commission about herself and her qualifications.

Motion by Mr. Pellish to approve the hiring of a new deputy, Sharon Moskowitz, by Sheriff Shirley. Motion seconded by Ms. Widmyer and unanimously approved.

4. **Jennifer Brockman, Director of Planning and Zoning, brought three items before the Commission:**

- Planning Commission recommendation regarding US 340 East (Gateway Corridor Plan) and Request for Public Hearing. –

The Commissioners agreed that a workshop will be scheduled for August 23, 2012 at 1:30 p.m. to discuss the US 340 Gateway Plan. Either at or after this workshop a date for a public hearing on the matter will be set for sometime in late September. The Planning and Zoning Department will submit the draft US 340 Plan to the Commission by August 9, 2012 for their review before the workshop.

The Commissioners agreed that on August 16, 2012 at 1:30 p.m. a workshop will be scheduled to discuss the new commercial zoning categories.

- **Request for joint Planning Commission and County Commission meeting to discuss a proposed timeline and Work Plan for the 2014 Comprehensive Plan.**

It was suggested a Joint Planning Commission and County Commission meeting should occur to discuss a proposed

timeline and Work Plan for the 2014 Comprehensive Plan be scheduled for September 13, 2012 at 7:00 p.m. Ms. Brockman and Ms. Keyser will confer and confirm. Ms. Widmyer suggested Ms. Brockman prepare an analysis of the strengths and weaknesses of the current Plan.

- **There was discussion about the Fourth Quarterly/Annual Report of the Planning Commission and the Zoning Department, Planning Commission and Board of Zoning Appeals Report and a discussion of the FY2012 Work Plan.**

Ms. Widmyer recommended readvertising the vacancy on the Planning Commission and suggested it should be done as soon as possible.

Mr. Manuel suggested rescheduling the Thursday, August 16, 2012 public hearing from 2:30 p.m. to 7:00 p.m. on September 6, 2012. The 1:30 p.m. workshop will not change.

The Commission broke at 10:27 a.m.

The Commission reconvened at 10:42 a.m.

5. Paul Shroyer, Director of Financial Management, requested approval of :

- **State level budget revision #1 (to correct the actual budget with the State Auditor's Office).**

Motion by Ms. Morgan to approve State level budget revision #1. Motion seconded by Mr. Pellish and unanimously approved.

State level budget revision #2 (re: DUI grant to law enforcement).

Motion by Mr. Manuel to approve State level budget revision #2. Motion seconded by Ms. Widmyer and unanimously approved.

State level budget #3 will be held over until next week due to the absence of Lt. Tom Hansen who will provide information regarding the revision.

6. Ratify decision to approve \$15,000 from the unencumbered fund for the Blue Ridge Mountain Watershed Coalition.

Motion by Mr. Pellish to ratify the previously approved \$15,000 from the unencumbered fund for the Blue Ridge Mountain Watershed Coalition. Motion seconded by Ms. Morgan and carried 3 – 1, with Mr. Manuel voting against.

Ms. Widmyer suggested that when the funds are sent to Blue Ridge a letter be included expressing the Commission's sympathy for the passing of Ed Burns and what a great friend and asset he was to the Watershed Coalition and to Jefferson County.

5. Continued: Request by Mr. Shroyer for approval of :

- **State level budget revision #4 (re: taking funds out of the capital outlay account and transferring to another account).**

Motion by Mr. Pellish to approve State level budget revision #4. Motion seconded by Ms. Morgan and carried 3 – 1, with Mr. Manuel voting against.

- **Internal budget revision #101 (re: change of classification and salary for PA office employee).**

Motion by Mr. Manuel to approve Internal budget revision #101. Motion seconded by Mr. Pellish and unanimously approved.

- **Internal budget revision #102 (re: transfer of funds from uniforms line item to maintenance and equipment).**

Motion by Ms. Widmyer to approve Internal budget revision #102. Motion seconded by Mr. Pellish and unanimously approved.

- **Internal budget revision #103 (re: correction to budget for retiree insurance, contractual services, worker's comp and professional services).**

Motion by Ms. Morgan to approve Internal budget revision #103. Motion seconded by Mr. Pellish and unanimously approved.

COUNTY ADMINISTRATOR REPORTS

Interim County Administrator: Debbie Keyser

- Reminder of Ipad training after the Commission.
- Reported that she will be attending the CCAWV Annual Training and In-Service Seminar from Monday, August 6 to Wednesday, August 8, 2012 at the Mountaineer Casino & Resort in Chester, West Virginia.
- Announced that on October 16 & 17, 2012 there will be a Human Resource meeting.
- Will meet with the Jefferson County Emergency Services Agency on August 13, 2012 to discuss the Blue Ridge Mountain Fire Company and distribution of funds.
- Reminder that all Performance Reviews are due back to her from Department Heads by August 20, 2012.
- Announced that the new Jefferson County Employee Newsletter will be distributed tomorrow.
- Met with Department Heads regarding the Grants Policy.

COUNTY COMMISSIONER REPORTS

Commissioner Morgan:

- Inquired if the public hearing on August 9, 2012 at 1:30 p.m. regarding the tolling/bond issue shouldn't be in the evening.
- Announced that Workforce West Virginia is having an open house on August 8, 2012 from 1:00 p.m. two 2:00 p.m. in Martinsburg, WV at the old GM building.
- Announced that on Tuesday, August 7, 2012 at 7:00 p.m. there will be a demonstration of flower arranging over the centuries in the County Commission meeting room.
- Attended Ed Burns' funeral.
- Attended an Ice Cream Social in Middleway.
- Attended a CATF play.
- Attended a Jefferson County Historical Society picnic.

Commissioner Pellish:

- Reported that he visited the newly renovated Jefferson County Development Authority office and it was magnificent. Commented that Bill Polk did an excellent job of renovation.
- Stated the he is pleased with Human Resources progress.

Commissioner Widmyer:

- No report – son has been visiting from Santiago, Chile.

Commissioner Manuel:

- Attended a children's performance of the Hunchback of Notre Dame and the children were wonderful.
- Attended an Impact Fee meeting.

- Attended a Jefferson County Partnership for Affordable Housing meeting.

There being no further business, motion by Mr. Pellish to adjourn the meeting. Motion seconded by Ms. Widmyer and unanimously approved. Upon rising at 11:10 a.m. the meeting was adjourned until Thursday next, August 9, 2012 at 9:30 a.m.

DALE MANUEL, VICE PRESIDENT

PURCHASE ORDERS TO BE APPROVED
August 9, 2012

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
CENTRAL GARAGE	49918	\$ 949.94	NAPA	Supplies for vehicles
EMERGENCY COMMUNICATION	50993	\$ 404.00	APCO	Training for officers
OTHER BUILDINGS	52030	\$ 790.00	Miller & Anderson	Replacement actuator with cable
	52063	\$ 547.00	Winchester Security	Replacement batteries
	52064	\$ 225.00	Reese's Landscaper Nursery	Replace oak tree (911)
PLANNING & ZONING	49954	\$ 200.00	Historic Landmark Commission	Fees merge deeds
VARIOUS	49919	\$ 1,890.77	Capital Tristate	Electric supplies
	52071	\$ 5,044.85	Alliance Electric	Run pipe/wire for plug install (Dev Auth)
GRAND TOTAL		\$ 10,051.56	Printed at 11:40 a.m. on 8/6/12	

①

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

AGENDA REQUEST FORM

Name: Angie Banks

Department or Entity: Assessor

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 8/9/12

Date Requested – 2nd Choice: _____

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

Subject: **Exonerations**

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

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

Attachments:

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

AGENDA REQUEST FORM

Name: **Paul Shroyer, Director of Financial Management**

Department or Entity: **County Commission** _____

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: **8/9/12** _____

Date Requested – 2nd Choice: _____

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

Subject: **Approval of Budget Revision #3**
Approval of Internal Budget Revision #5
Return of Unclaimed Property - \$6,196.57
Year end budget analysis 2011 -2013

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

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

Attachments:

Narrative-State Budget Revision #3

Law Enforcement Wages-(1) step increase in salaries

Law Enforcement, Dept 700
Fiscal Year Ended June 30, 2013

This Budget revision request is for additional funding to increase Law Enforcement Salaries (1) step on the deputies pay scale. Deputies were not given a (1) step increase when all other county's wages were adjusted. Approval of this request will allow deputies wages to increased the same number of steps as other county employees since the new wages rate went into affect.

Approval of this budget revision would require additional funding from the County Commission in the amount of \$83,683.53, that funding would need to come from carryover fund balance and be appropriated to Law Enforcement Wages and Benefits.

Total increase requested	Wages	Soc Sec	Medicare	Retirement	Total
Depute in the old PERS	6,463.00	400.71	93.71	904.82	7,862.24
Depute in the new PERS	62,844.00	3,896.33	911.24	8,169.72	75,821.29
Total Wages and Benefits					\$83,683.53

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 2nd day of August, 2013, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #3 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by _____, and duly seconded by _____ the vote was as follows:

Dale Manuel	_____
Frances Morgan	_____
Patsy Noland	_____
Walter Pellish	_____
Lyn Widmyer	_____

Whereupon, Commissioner Noland declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Patsy Noland, President of the Jefferson County Commission, is authorized to affix his signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Patsy Noland, President
Jefferson County Commission

REQUEST FOR REVISION TO APPROVED BUDGET

CONTROL NUMBER

Ora Ash, Director
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26302
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

 FY

 FUND

 REV. NO.
 3

 PG. OF NO.

Jefferson County, West Virginia

 GOVERNMENT ENTITY

Person To Contact Regarding
 Budget Revision: **Paul Shroyer**
 Phone: **304-728-3283**
 Fax: **304-725-7916**

215 W. Washington Street

 STREET OR PO BOX
 Charles Town 25414

 CITY ZIP CODE

 COUNTY
 Government Type

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
700	Sheriff-Law Enforcement	1,742,905	83,684		1,826,589
986	County Commission	3,247,723		83,684	3,164,039
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR
 BY: _____ Date _____
 Director, Local Government Services Division

 AUTHORIZED SIGNATURE
 OF ENTITY

 APPROVAL
 DATE

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 26th day of January, 2012, the following Order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) for the County of Jefferson. The following resolution was offered.

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #5 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by _____, and duly seconded by _____ the vote was as follows:

Dale Manuel	_____
Frances Morgan	_____
Patsy Noland	_____
Walter Pellish	_____
Lyn Widmyer	_____

Whereupon, Commissioner Noland declared said Resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said Resolution be, and the same is, hereby adopted as so stated above, and Patsy Noland, President of the Jefferson County Commission, is authorized to affix his signature to the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval.

Patsy Noland, President
Jefferson County Commission

Ora Ash, Director
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26302
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

Jefferson County, West Virginia

GOVERNMENT ENTITY

CONTROL NUMBER

FY

FUND

REV. NO.

1

PG. OF NO.

COUNTY

Government Type

Person To Contact Regarding

Budget Revision: **Paul Shroyer**

Phone: **304-728-3283**

Fax: **304-725-7916**

215 W. Washington Street

STREET OR PO BOX

Charles Town

25414

CITY

ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

COUNTIES-TRANSFERS TO THE GENERAL FUND FROM OTHER FUNDS MUST HAVE PRIOR APPROVAL OF AUDITOR'S OFFICE

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
440	Engineering	745,611	25,000		770,611
986	County Commission	3,014,723		25,000	2,989,723
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR

BY: Director, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

Roger Goodwin

From: Paul Shroyer [pshroyer@jeffersoncountywv.org]
Sent: Tuesday, July 31, 2012 5:14 PM
To: roger goodwin
Cc: 'Debbie Keyser'; bburns@jeffersoncountywv.org; 'Roger Goodwin'; 'Engineering Department'
Subject: Re: Engineering Department - Budget Amendment
Attachments: Finance WS IBR #5-Engr.zip

Roger,

Attached is zip file with budget revision worksheet for your record; I just need to to print, sign and return the page titled Budget rev #5-Finance and I will process the other pages through the County Commission. If you get this back to me by Thursday, it will get on next weeks meeting agenda.

Thanks,

Paul Shroyer

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

From: "Roger Goodwin" <rgoodwin@jeffersoncountywv.org>
Sent 7/30/2012 2:29:57 PM
To: "'Paul Shroyer'" <pshroyer@jeffersoncountywv.org>
Cc: "'Debbie Keyser'" <dkeyser@jeffersoncountywv.org>, bburns@jeffersoncountywv.org,
"Roger Goodwin" <rgoodwin@jeffersoncountywv.org>, "Engineering Department"
<engineering@jeffersoncountywv.org>
Subject: Engineering Department - Budget Amendment



Paul,

Please let me know what I need to do to get the \$25,000 into the Engineering Department budget, that the County Commission approved on July 26th, for Part-time/Extra Help. Thanks!

Roger Goodwin, P.E.
Chief County Engineer
Jefferson County Engineering Dept.
116 East Washington Street, Suite 100
Charles Town, WV 25414

304-728-3257

2c

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

AGENDA REQUEST FORM

Name: Paul Shroyer, Director of Financial Management

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 9, 2012

Date Requested – 2nd Choice: _____

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

Subject: **Return of unclaimed property - \$6,196.57**

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

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

Attachments:



State of West Virginia

OFFICE OF THE STATE TREASURER
CHARLESTON, WV 25305

JOHN D. PERDUE
STATE TREASURER

Danny Ellis
ASSISTANT STATE TREASURER

1-800-422-7498
304-558-5000
FAX: 304-558-4097
www.wvtreasury.com

July 19, 2012

Jefferson County Commission
c/o Sandra McDonald
Post Office Box 250
Charles Town WV 25414

Dear Ms. McDonald:

It is my pleasure to return your unclaimed property to you. As State Treasurer, I've made it one of my priorities to locate as many of the owners of these funds as possible. Being able to return money to the citizens of West Virginia has become one of my greatest professional satisfactions.

We continue to set records in the unclaimed property division for the amount of money recovered and returned. Since 1998, we have paid out more than \$103 million in claims and received more than \$231 million from holders throughout the state. With an aggressive format we have brought this program to the forefront in the nation and helped many West Virginians along the way.

Again, I want to express my pleasure in being able to reunite you with your money. I know a little extra cash can always be put to good use. I also invite you to continue to check with my office for unclaimed property, since we receive millions of dollars in new accounts each year.

Sincerely,

A handwritten signature in cursive script that reads "John D. Perdue".

John D. Perdue
State Treasurer

JDP: jt

AGENCY: TREASURER - UNCLAIMED PROPERTY
TOTAL: \$6,196.57

WARRANT #: 1011452329
DATE: 07/18/12

TRANSACTION ID	INVOICE NUMBER &	PAYEE REFERENCE	PURCHASE ORDER	AMOUNT
I013509735				\$6,196.57

ACCT 323 as per Paul Gray 73412

If you have questions concerning the above, please call 800-642-8687 Ext. 5029.

REMOVE DOCUMENT ALONG THIS PERFORATION

CTL# 29636558

THIS WARRANT HAS MULTIPLE SECURITY FEATURES TO DETER FRAUD AND COUNTERFEITING
VOID UNLESS PRESENTED FOR PAYMENT WITHIN SIX MONTHS

State of West Virginia

STATE WARRANT # 1011452329

Important remittance information on top panel

Remitter: TREASURER - UNCLAIMED PROPERTY
Questions? Contact: PATRICIA SULLIVAN at 800-642-8687 Ext. 5029

JULY 18, 2012

PAYEE JEFFERSON COUNTY COMMISSI

*****\$6,196.57**

1011452329

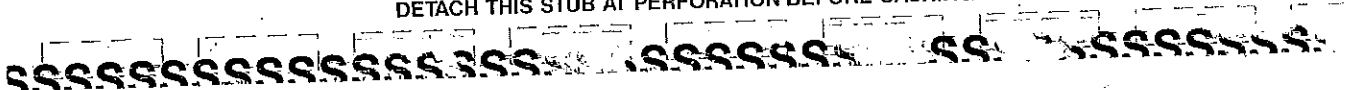
WEST VIRGINIA TREASURY

John D. Perdue
STATE TREASURER

Glen B. Baumer III
STATE AUDITOR

⑈ 1011452329 ⑈ ⑆ 051902322⑆ 0005270537822⑈

DETACH THIS STUB AT PERFORATION BEFORE CASHING CHECK



Jefferson County, West Virginia
Budget Analysis for the Month Ended
June 30, 2012
For the Fiscal Year Ending
June 30, 2012

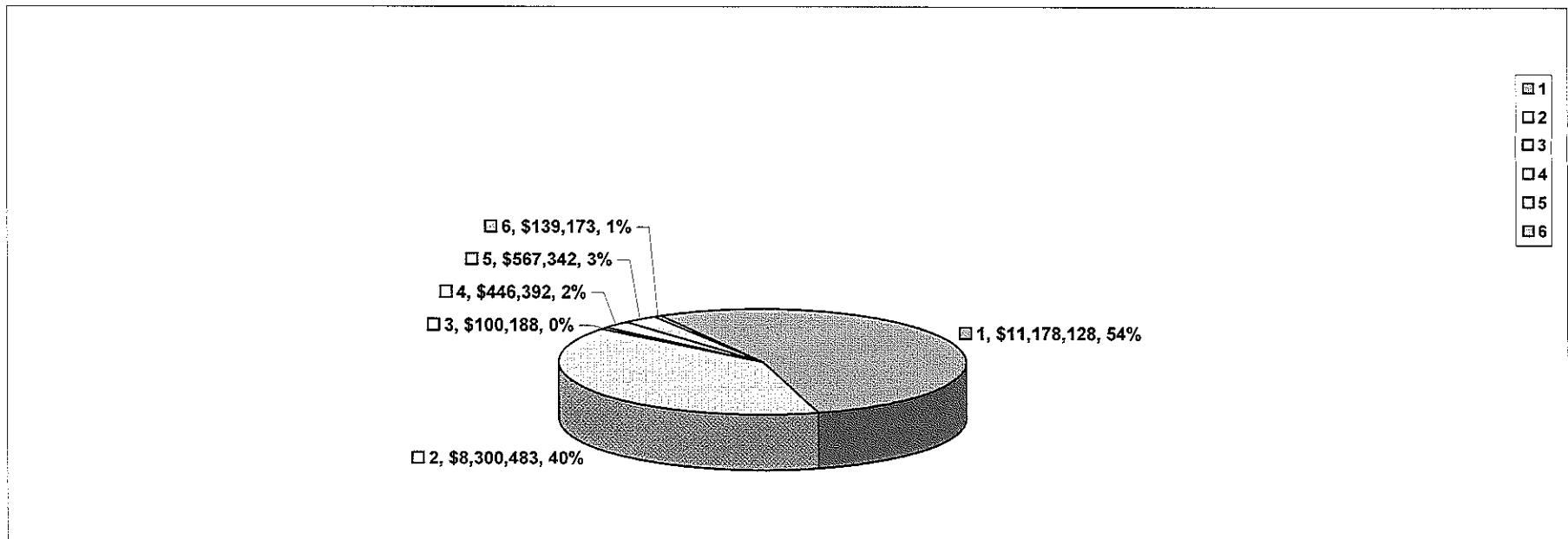
Attachments

1. Graphic presentation of expenditures
2. Narrative of budget categories
3. Spreadsheet presentation of budget financial data
4. Listing of Fund Balances for current month

Jefferson County, WV
 FYE June 30, 2012
 Financial Statement Chart-General County Fund
 YTD Expenditure by Government Activity-June 2012

The Chart and financial data represent year to date budget expenditures from the General County Fund for the Fiscal Year Ending June 30, 2012.

General County Fund-Expenditure Summary by Government Activity-Year to date totals							
		General Government	Public Safety	Health & Sanitation	Culture & Recreation	Social Services	Capital Outlay
Color Coding		Item #1	Item #2	Item #3	Item #4	Item #5	Item #6
Grand total YTD	20,731,706.75	\$11,178,128	\$8,300,483	\$100,188	\$446,392	\$567,342	\$139,173
Percentage of gross expenditures		53.92%	40.04%	0.48%	2.15%	2.74%	0.67%



Jefferson County Commission

Budget Analysis Narrative-June 2012

Overall Budget Revenues

Overall, revenues for the General County Fund exceeded budgeted revenues by \$136,255.

Individual Revenue Items Expected to Exceed Budget

Revenue items are projected to exceed budgeted estimates by \$15,000 or more are as follow:

Line #15	Oil & Gas Severance Tax	\$24,520
Line #17	Wine & Liquor Tax	\$18,532
Line #18	Hotel/Motel Tax	\$17,701
Line #22	Federal Grants	\$123,981
Line #30	Circuit Clerk's Earnings	\$17,103
Line #37	E-911 Fees	\$254,182
Line #39	Franchise Fees	\$27,469
Line #50	Table Games	\$676,523

Individual Revenue Items Expected to be under Budget

Revenues items projected to be under budget estimates by \$15,000 or more are as follow:

Line #13	Ad Valorem Taxes	(\$135,535)
Line #14	Property Transfer Taxes	(\$211,488)
Line #20	Building Permits	(\$31,270)
Line #23	Federal Payment In lieu of taxes	(\$89,699)
Line #41	Jail Fee Reimb-State & Gen Sch Fund	(\$64,564)
Line #42	Interest-General County Fund	(\$16,588)
Line #51	Video Lottery	(\$433,479)

Overall Budget Expenditures

Overall estimated expenditures were under budget by \$4,053,588 on a Cash Basis. As of June 30, 2012, budget records showed encumbrances of \$24,446.

Departmental cost exceeding related revenue:

E-911 Center Cost	Line #87	\$1,805,857
E-911 Phone Charges	Line #37	\$1,474,182
Shortfall		(\$417,733)

Regional Jail Cost	\$1,159,927
State reimbursements and General School Contribution	\$410,436
Shortfall	(\$749,491)

Jefferson County, West Virginia
Budget Analysis for the Fiscal Year Ending June 2012

<u>Current Budget</u>		<u>Budgeted</u>	<u>Actual</u>		
Carryover-Actual Bank 6/30/2012		0.00	4,223,628.41		
Current Year Budget & Estimated Revenues					
Line No.	Accts	Revenue Classification	Budgeted revenues-FY Ending 6/30/2012	Actual CY YTD revenues-June 2012	Difference-Over/(Under) Budget
Equity and Fund Balance Accounts					
	299	Unencumbered fund balance-added at bottom	3,408,661.00	3,408,661.17	
1	301-000	Public Utility Taxes	456,817.00	437,476.42	(19,340.58)
2	301-001	Ad Valorem Taxes-Current	9,760,897.00	9,320,027.96	(440,869.04)
3	301-002	Ad Valorem Taxes-1st Prior Year	500,000.00	638,745.88	138,745.88
4	301-003	Ad Valorem Taxes-2nd Prior Year	10,000.00	31,823.65	21,823.65
5	301-004	Ad Valorem Taxes-3rd Prior Year	1,000.00	11,595.36	10,595.36
6	301-005	Ad Valorem Taxes-4th & Other PY	1,000.00	476.91	(523.09)
7	301-006	Supplimental taxes	150,000.00	178,586.21	28,586.21
8	301-007	Land Sale Surplus	0.00	2,216.98	2,216.98
9	301-008	Delinquent & Nonentered Land	35,000.00	86,856.81	51,856.81
10	301-009	Redemptions-State Auditor	0.00		0.00
11	301-099	Tax Discounts	(228,704.00)	(200,884.28)	27,819.72
12	302	Interest and Publication Fees on Taxes	275,000.00	318,553.53	43,553.53
13		Total all tax years, interest, publication fees minus discounts	10,961,010.00	10,825,475.43	(135,534.57)
14	304	Property Transfer Taxes	600,000.00	388,512.30	(211,487.70)
15	306	Oil and Gas Severance Tax	25,000.00	49,520.11	24,520.11
16	307	Horse Racing	20,000.00	19,912.70	(87.30)
17	308	Wine and Liquor Tax	5,000.00	23,531.71	18,531.71
18	309	Hotel Occupancy Tax	600,000.00	612,164.96	12,164.96
19	317	License Decal Fee	100.00	148.00	48.00
20	318	Permits-Building	195,000.00	163,729.53	(31,270.47)
21	319	Permits-Misc	0.00	144.00	144.00
22	322	Federal Grants	80,000.00	203,980.70	123,980.70
23	325	Federal Payment in Lieu of Taxes	89,699.00		(89,699.00)
24	329	Sheriff's Service of Pocess	15,000.00	18,720.00	3,720.00
25	330-000	Sheriff's Earnings	18,000.00	13,172.94	(4,827.06)
26	330-001	Sheriff's Earnings-Arrest Fees	10,000.00	14,340.50	4,340.50
27	330-002	Sheriff's Earnings-Courts	14,000.00		(14,000.00)
28	331	County Clerks Earnings	175,000.00	188,338.05	13,338.05
29	331-002	County Clerks Earnings-Preservation Fund	1,000.00	1,421.90	421.90
30	332	Circuit Clerks Earnings	65,000.00	82,103.36	17,103.36
31	333	Prosecuting Attorney Earnings	500.00	1,069.97	569.97
32	334	Accidents Reports	4,000.00	3,730.00	(270.00)
33	336	Map Sales	4,500.00	5,130.00	630.00
34	340	Rents, Magistrate Court	45,000.00	45,000.00	0.00

35	340-001	Rents, County Farm House	1,200.00	1,200.00	0.00
36	340-002	Rent-County Farm	1,000.00	774.96	(225.04)
37	346-000	E-911 Fees	1,220,000.00	1,474,182.04	254,182.04
38	346-001	EMG Comm-Signs	1,000.00	525.00	(475.00)
39	348	Franchise Fees	320,000.00	347,469.03	27,469.03
40	350	IRP Fees	5,000.00	8,369.89	3,369.89
41	362	Jail Cost Reimb-RJA & Gen School Fund	475,000.00	410,435.94	(64,564.06)
42	365-000	Interest-GCF	34,000.00	17,412.44	(16,587.56)
43	365-001	Interest-County Clerk	1,000.00	724.42	(275.58)
44	365-002	Interest-Circuit Clerk	4,200.00	1,230.62	(2,969.38)
45	365-004	Interest-State Fees	700.00	862.33	162.33
46	365-005	Interest-Racing Fees	700.00	179.62	(520.38)
47	365-006	Interest-Video Lottery	7,600.00	3,073.48	(4,526.52)
48	366	Miscellaneous Revenue	0.00	41.92	41.92
49	367	Sheriff's Commission	15,000.00	12,108.96	(2,891.04)
50	370	Table Games	920,000.00	1,596,522.94	676,522.94
51	373-000	Video Lottery	4,600,000.00	4,166,521.00	(433,479.00)
52	373-001	Video Lottery-Local	100,000.00	103,376.17	3,376.17
53	382-000	Reimbursements-Local	350,428.00	347,294.06	(3,133.94)
55	399	Transfers-AVF	391,997.00	360,438.09	(31,558.91)
57	Budgeted & Estimated Revenues		21,376,634.00	21,512,889.07	136,255.07
	Cash carryover 7/1/2011		3,408,661.00	3,408,661.00	
	Total revenues and carryover		24,785,295.00	24,921,550.07	136,255.07

Current Year Budget & Estimated Expenditures

58					
59	Column (a)	Column (b)	Column (c)	Column (d)	Column (e)
60					
61	Dept.	Expenditure Classification	Budgeted Expenditures Current FY	CY actual expenditures June 2012	YTD Expenditures as a % of total budget
62	401	County Commission	4,718,076.00	1,860,280.52	2,857,795.48
63	402	County Clerk	890,659.00	823,236.53	67,422.47
64	403	Circuit Clerk	629,697.00	620,506.26	9,190.74
65	404	Sheriff-Treasurer	523,490.00	506,224.22	17,265.78
66	405	Prosecuting Attny	1,727,294.00	1,716,887.30	10,406.70
67	406	Assessor	679,581.00	571,303.86	108,277.14
68	407	Assessor-AVF	391,997.00	360,438.23	31,558.77
69	408	Statewide Computer Network	53,651.00	48,716.73	4,934.27
70	412	Agricultural Agent	135,341.00	130,590.14	4,750.86
71	413	County Election, Employees	378,650.00	311,795.05	66,854.95
72	415	Magistrate Court, Other cost	4,100.00	838.99	3,261.01
73	422	Capital Planning & Management	317,007.00	238,170.44	78,836.56
74	424	Courthouse	1,333,040.00	1,327,971.30	5,068.70
75	425	Other Buildings	767,079.00	758,231.71	8,847.29
76	428	Data Processing, Employee Wages	94,500.00	57,355.92	37,144.08
77	429	Regional Development Authority	19,795.00	19,794.26	0.74
78	431	Economic Development	400,959.00	387,567.36	13,391.64

79	433	GIS Addressing Dept	311,784.00	290,203.06	21,580.94
80	439	Planning & Zoning, Employee Salaries	405,727.00	376,245.52	29,481.48
81	440	Engineering, Employee Salaries	669,312.00	628,128.40	41,183.60
82	451	Zoning	155,305.00	143,642.59	11,662.41
83	700	Law Enforcement, Employee Salaries	3,109,099.00	2,879,338.82	229,760.18
84	701	Service of Process, Employee Salaries	15,000.00	9,874.34	5,125.66
85	704	Charges by other Gov't-Regional Jail Cost	1,300,000.00	1,159,927.20	140,072.80
86	711	Emergency Services, Employee Salaries	245,963.00	232,240.92	13,722.08
87	712	Communication Center	1,974,041.00	1,805,857.17	168,183.83
88	715	Emergency Services Agency	1,962,500.00	1,962,500.00	0.00
89	716	Animal Control, Salary Supplement	265,734.00	250,744.07	14,989.93
90	800	Local Health Department-Contributions to	65,188.00	65,188.00	0.00
91	808	Solid Waste Authority	35,000.00	35,000.00	0.00
92	900	Parks & Recreation	460,056.00	446,392.37	13,663.63
93	903	Arts & Humanities Contributions	25,000.00	22,508.23	2,491.77
94	909	Historical Commission	25,000.00	22,508.22	2,491.78
95	911	Other Gov't -Contrib to Visitors Center	300,000.00	281,352.80	18,647.20
96	916	Other Gov't-Contrib to Libraries	221,160.00	221,160.00	0.00
97	952	Other Gov't-Contrib to Senior Center	5,990.00	5,990.00	0.00
98	953	Other Gov't-Contrib to Public Transit	13,823.00	13,823.00	0.00
99	975	Capital Outlay-County Clerk	29,297.00	29,296.92	0.08
100	976	Capital Outlay-Circuit Clerk	25,000.00	17,006.20	7,993.80
101	980	Capital Outlay-Law Enforcement	69,400.00	69,400.00	0.00
102	983	Election-Capital Outlay	31,000.00	23,470.10	7,529.90
103		Total estimated expenditures and uses	24,785,295	20,731,706.75	4,053,588

Listing of all County and Agency Bank Accounts as June 30, 2012

<u>Fund Name</u>	<u>Fund Number</u>	<u>Ending Cash Balance</u>
General County Fund	001	4,223,628
Coal Severance	002	\$ 362,697
Dog & Kennel	003	0
General School	004	0
Magistrate Court	005	3,360
Worthless Check	006	21,992
Home Confinement	008	25,846
Federal Grants	009	(45,802)
State Grants	010	230,629
Flood Mitigation	023	34,958
Unemployment Compensation	068	17,132
Jury & Witness	071	32,728
Sub Division Bond	075	172
Teen Court	077	0
Bardane Public Health Center	244	150,534
Emergency Services Cap Out	245	1,714
County Capital Outlay	246	5,703,403
Parks & Recreation	247	614,368
Shepherdstown Battlefeild	248	102,966
Impact Fees	249	<u>1,785,775</u>
Totals		\$ <u>13,266,100</u>

Listing of other Elected Officials Special Funds

<u>Fund Name</u>	<u>Fund Number</u>	<u>Ending Cash Balance</u>
Assessor Valuation	056	\$ 137,991
Farmland Protection	057	1
Sheriff's Concealed Weapons	059	38,140
Voters Registration	063	0
Law Enforcement Forfeiture	073	29,098
Pros Attny Forfeiture	074	<u>7,037</u>
Totals		\$ <u>212,267</u>

Listing of Other State and Agency Funds held by Sheriff

<u>Fund Name</u>	<u>Fund Number</u>	<u>Ending Cash Balance</u>
DMV	311 \$	5
Criminal Charges	312	82
Court Reporter	313	-207
State Fines	314	200
State Police	315	60
State Current-Taxes	316	0
Tax Lien	364	132,216
Delinquent and Nonentered Lan	365	1,844
Board of Health	366	1,449,234
WVDeputy Sheriff's Retirement	369	1
School Current-Taxes	373	0
School Excess Levy-Taxes	374	0
School Debt Service-Taxes	376	0
Bolivar Current-Taxes	378	0
Charles Town Current-Taxes	379	0
Harpers Ferry Current-Taxes	380	0
Ranson Current-Taxes	381	0
Shepherdstown Current-Taxes	382	0
Totals		<u>1,583,435</u>
Net Balances of all Bank Accounts held by the Sheriff as Treasurer		<u>15,061,803</u>

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

AGENDA REQUEST FORM

Name: Bill Polk, Maintenance Director

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: 8-9-12

Date Requested – 2nd Choice: _____

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

- Subject: - Update on Courthouse
- Presentation on Accurate Systems and approval for \$15,000 in consulting fees to assist with developing an RFP and implementation of a new phone system

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

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

Attachments:

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

AGENDA REQUEST FORM

Name: Todd Fagan

Department or Entity: GIS/Addressing

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: August 9th, 2012

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: **August 9th is the last possible date prior to grant submission deadline**

Subject: County application for grant funding under the West Virginia Assistance Grants Program (WVTAGP) and WV Broadband Mapping Program (WVBMP).

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

County staff has been exploring electronic document management systems in order to better serve the public, reduce staff research time, and increase overall efficiency. The ultimate goal is an online records portal so staff and public may access permits and land development records. This grant funding opportunity can support an early phase, which is digitization of existing paper records.

The WVTAGP has made funds available through the WV Broadband Mapping Program with one primary objective being to facilitate projects like ours. Among their stated goals are to enable adoption of online records management applications and foster e-Government solutions at the local government level. Providing citizen access to Jefferson County records and applications via the internet will promote the use of broadband technologies and achieve the WVTAGP's goals.

The County's application will request funding to begin digitizing our existing paper archives in preparation for future implementation of an internet-based Land Records Management System. Staff will present the application, provide background and field Commission questions. The deadline for submission is August 10th, 2012. If approved, signatures are required immediately for inclusion in the mailed materials.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to approve the grant application as presented, request \$30,000 in WVTAGP funds and pledge the requisite matching County funds of \$7500 to support digital archive and e-Government access to County land development records.**

Attachments:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

6

AGENDA REQUEST FORM

Name: Debbie Keyser, Acting Administrator

Department or Entity: Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: 7/26/12

Date Requested – 2nd Choice: _____

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

Subject: Decision on hiring of County Commission Civil Counsel

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

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

Attachments:

7

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

Name: Debbie Keyser, Acting Administrator

Department or Entity: Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: 7/26/12

Date Requested – 2nd Choice: _____

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

Subject: If applicable, filling of Civil Counsel position, Possible Executive Session §6-9A-4

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

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

Attachments:

18

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

Name: Debbie Keyser, Interim County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 2, 2012

Date Requested – 2nd Choice: _____

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

Subject: **FY2013 Budget Allocations - Discussion/Action**

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

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

Attachments:

	2012	2013		
Organization	Approved	Requested	60% of Req	Funds will be used for:
Animal Welfare Society of Jefferson County	\$15,300	\$20,000	\$8,000	Operating budget
Arts & Humanities Alliance (AHA!)		\$16,000	\$6,400	Grants Program
Birthright of Jefferson County		\$1,500	\$600	Childred Nutrition Program
Blue Ridge Mountain Watershed Coalition		(\$15,000)		Expansion of water monitoring- <i>Approved 7/26/12 unencumbered funds</i>
Books for Babies				
Boy Scouts of America				
Boys & Girls Club of the Eastern Panhandle	\$5,000	\$10,000	\$4,000	After school & summer programs
CASA(Court Appointed Special Advocates) o/t East. Panhandle	\$2,000	\$5,000	\$2,000	Volunteer recruitment & training
Certified Arts Community Funding (AHA)		\$5,000	\$2,000	Networking & Partnership building
Charles Town Race Track Chaplaincy	\$2,500	\$5,000	\$2,000	Substance Abuse & Anger Management Programs
Claymont Society for Continuous Education				
Community Alternatives to Violence (CAV)	5,000	\$5,000	\$2,000	Subsidize class fees
Craft Workers at Cool Springs				
Duffields Station Center (train station)	\$1,000	\$3,200	\$1,280	Balance of fee due for restoration of 1839 B&O railroad station Said no more \$\$ last year
Eastern Panhandle Conservation District	\$4,000	\$10,000	\$4,000	Annual tree sale project
Eastern Panhandle Free Clinic	\$16,000	\$25,000	\$10,000	Provide healthcare and medications
Eastern Panhandle Transit Authority (Pan Tran)		\$24,600	\$9,840	Public transportation, fuel and maintenance
For the Love of Children/Outdoor Education(FLOC)	\$3,000	\$5,000	\$2,000	Operating expenses
Freedoms Run/Eastern Areas Health Education Center		\$5,000.00	\$2,000	Advertising national & regional media
Friends in Action of the Eastern Panhandle				
Good Shepherd Interfaith Volunteer Caregivers	\$15,000	\$20,000	\$8,000	Operating expenses
Harpers Ferry Historical Association		\$2,500	\$1,000	Annual Don Redman Heritage Concert
Hospice of the Panhandle	\$10,000	\$20,000	\$8,000	Furnishing 14 bed inpatient facility
Jefferson County Community Ministries	\$4,000	\$4,500	\$1,800	Help JC residents facing electric termination
Kiwanis Club of Charles Town	\$1,500			
Meals on Wheels	\$5,000	\$10,000	\$4,000	Apply dollar for dollar monies toward United Way match
NAACP of Jefferson County	\$2,500	\$2,500	\$1,000	African American Cultural Heritage Festival cost of rental of stage/sound system
Patriot's Path Foundation, Inc.				
Ranson Parks and Recreation		\$18,000	\$7,200	Hood for concession stand at Ranson Civic Center

9

South Jefferson Public Library

49 Church Street

Post Office Box 17

Summit Point, West Virginia 25446

Phone: 304-725-6227

Email: jenkinsd@martin.lib.wv.us

Fax: 304-728-2586

July 12, 2012


Jefferson County Commissioners
P. O. Box 250
Summit Point, WV 25414

Dear Commissioners:

The South Jefferson Public Library would like to request an additional \$10,000 for funding for fiscal year 2012-2013 and each year there after. Since the library is not a municipality we do not receive additional funding from our town like Harpers Ferry and Shepherdstown. Last fiscal year you allocated \$10,000 for this purpose and were our municipal partner. This additional funding is greatly needed for the library due to the administrative regulations from the state library commission, which require the local funding to match our grants in aid, which was increased. With the population increase we received and the increase in grants in aid we will be short our match and will lose that funding. The additional \$10,000 will keep us from losing funding.

Thank you for your support and consideration in this matter.

Sincerely,


Dana Jenkins
Director

RECEIVED

JUL 16 2012

Jefferson County Commission

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

AGENDA REQUEST FORM

Name: Debbie Keyser, Acting County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: 8-9-12

Date Requested – 2nd Choice: _____

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

Subject: - Approval of Agreement/Contract with Keller Williams concerning the Briel Building

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

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

Attachments:

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

AGENDA REQUEST FORM

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: 8-9-12

Date Requested – 2nd Choice: _____

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

Subject: - Rescind vote of appointment to Board of Health due to an error in magisterial districts

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

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

Attachments:

BOARD OF HEALTH

Thomas Trumble
2576 Warm Springs Road
Shenandoah Junction, WV 25442
304-876-2161
ttrumble@frontiernet.net
Democrat - Shepherdstown District
5 years 06/30/2016

Anna Mary Walsh
254 Chandler Drive
Shepherdstown, WV 25442
h: 876-6828
Democrat - Shepherdstown
5 years 06/30/2017

Willis E. Nowell, Jr.
389 Shenandoah River Drive
Harpers Ferry, WV 25425-604
h: 304-725-2440
willis-nowell@shannondale.org
Democrat - Kabletown
5 years 06/30/2013

Rosamond A. Rutledge-Burns
307 Wildlife Way
Harpers Ferry, WV 25425
h: 304-728-1160 w: 301-975-5819
No-Party - Harpers Ferry
5 years 06/30/2014

Mark A. Shields
82 Foster Circle
Shenandoah Junction, WV 25442
w: 301-827-6173
Republican - Shepherdstown
5 years 06/30/2015

Walt Pellish - Commission Liaison

§16-2-7



West Virginia Legislature

2ND SESSION OF THE 80TH LEGISLATURE



WEST VIRGINIA CODE

§16-2-7. Appointment to and composition of county boards of health; qualifications; number of appointees.

A county board of health is composed of five members selected and appointed by vote of the county commission. Each member appointed to the county board of health shall be a resident of the county. **No more than two members who reside in the same magisterial district may** be appointed and no more than two members may be appointed who are personally licensed or certified in, engaged in, or actively participating in the same business, profession or occupation. No more than three members of a county board of health may belong to the same political party.

Note: WV Code updated with legislation passed through the 2011 4th Special Session

(12)

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

Name: Dale Manuel, Commissioner

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: 8-9-12

Date Requested – 2nd Choice: _____

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

Subject: - Allocate the funds in the Special Cement Mill account to Jefferson County Parks and Recreation for capital projects thus clearing the account since its purpose has been accomplished

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

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

Attachments:

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

Name: Dale Manuel, Commissioner

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 9, 2012

Date Requested – 2nd Choice: _____

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

Subject: Additional \$28,000 funding for the fire companies – each fire company would receive \$65,000 instead of \$61,000

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

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

Attachments:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

14

AGENDA REQUEST FORM

Name: Debbie Keyser, Interim County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 9, 2012

Date Requested – 2nd Choice: _____

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

Subject: Anvil Play Security Costs

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

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

Attachments:

Cost to the County for Security at the Anvil Play

					\$ 30.00
				2 Ees/Show	Hrly Rate
Sept. 18	Rehearsal	6:00 - 9:00	3.5		\$ 105.00
Sept. 19	Rehearsal	6:00 - 9:00	3.5		\$ 105.00
Sept. 20	Rehearsal	6:00 - 9:00	3.5		\$ 105.00
Sept. 21	Show Day	5:00 - 9:00	4.5	4.5	\$ 270.00
Sept. 22	Show Day	5:00 - 9:00	4.5	4.5	\$ 270.00
Sept. 23	Show/Clean Up	12:00 - 6:00	6.5		\$ 195.00
					\$ 1,050.00

**Jefferson County Homeland Security and Emergency Management
Quarterly Report to the Jefferson County Commission
April-June, 2012**

Projects Completed:

LEPC's Table Top Exercise on Hazardous Materials and Commodity Flow

Regional Table Top Exercise on the Jennings Randolph Lake Dam
Breach/Flooding

Full Scale Federal Partners Exercise requiring EOC participation

Evaluator for the Bluestone Dam Functional Exercise in Preston County

Fiber Interruption in June

Information on Repetitive Loss Properties and Mitigated Properties Scanned
and put onto the Network.

Required yearly visits to all repetitive loss properties and mitigated
properties to make sure they are still open space and to photograph.

Required yearly visit to the Lake Shannondale Dam.

EOC Activation for Derecho Event

Preparedness Booth at Bark in the Park

Disaster Ready Kids Program

Risk Assessment and Mitigation Plan Annual Report

Completed required activities/training to maintain Certified Floodplain
Managers Certification.

Attended the Emergency Manager's Training Workshop/Public Safety Expo
in Charleston

Director graduated from Leadership Jefferson VI Program

Projects Working on Now:

Advertising to replace position of Public Information Officer/Administrative Assistant/Volunteer Coordinator

Public Assistance Reimbursements from Derecho Event

After Action Reports from Derecho

Risk Assessment and Mitigation Plan (Update for 2013)

Mass Fatalities Planning (with the JC Department of Health)

Jennings Randolph Lake Dam Regional Functional (7/30/12) and Full Scale (9/8/12) Exercises/EOC Activation

Things the County Commission Should be Aware of:

Credentialing Station installed in the maintenance department for PIV credentialing. Five of these management stations have been put in the Eastern Panhandle (Jefferson, Berkeley, Mineral, Grant and Hampshire).

Jefferson County selected as a Pilot Community for the Resilient Neighbors Network

Booth at Jefferson County Fair on Aug. 19-26. Building #2, Booth #14.

NOTICE OF PUBLIC HEARING

COUNTY COMMISSION OF JEFFERSON COUNTY

The County Commission of Jefferson County will hold a Public Hearing on Thursday, August 9, 2012, at 1:30 p.m. in the County Commission meeting room located at the Old Charles Town Library, 200 East Washington Street, Charles Town, WV 25414.

The purpose of the hearing is for public input for the Proposed Amendments to the Bonding Policy - Tolling of Bonding Provisions.

Documents may be reviewed at www.jeffersoncountywv.org.

Anyone wishing to provide written or oral comment may do so at this meeting or send comments to info@jeffersoncountywv.org.

No decision will be made at this meeting.

By Order of The County
Commission of Jefferson County
Patricia A. Noland, President

JEFFERSON COUNTY
Land Development
SITE IMPROVEMENTS BONDING & BOND SURETY POLICY

(Effective Date: September 2, 2010; Amended May 31, 2012)

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

1. **Projects That Require Construction Bonds & Bond Surety:**

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

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

2. **Bonding Arrangements:**

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

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

3. Length of Construction Bonds:

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

4. Time Extensions of Construction Bonds:

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

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

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

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

5. Approved Forms of Bond Surety:

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

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

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

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

6. Renewal of Bond Surety:

- A. Irrevocable Letters-of-Credit:

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

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

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

B. Cash-in-Escrow:

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

C. Surety Bonds:

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

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

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

7. Land Development Site Inspections:

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

8. Bond Reductions & Bond Releases:

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

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

For bond estimates equal to or less than \$333,333, the initial bond amount may be reduced in a pro-rated manner through periodic bond

reductions to a minimum of \$100,000 plus the full initial bond contingency amount (\$15,000 min to \$50,000 max), and shall remain in force until the project's bond is fully released; and

For bond estimates greater than \$333,333, the initial bond amount plus the contingency amount may be reduced in a pro-rated manner through periodic bond reductions to a minimum of \$100,000, or 10% of the total initial bond amount, whichever is greater, plus the contingency amount (minimum \$50,000); and shall remain in force until the work is 100% complete and the project's bond is fully released.

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

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

- C. Upon review and approval of the bond reduction request or the bond release request by the staff, the Bonding Administrator will submit a County Commission agenda item request in accordance with the County Commission's policy. The County Commission will schedule the item on their agenda and the staff will appear before the County Commission at their regularly scheduled meeting and present the request to them for their consideration and approval.
- D. The owner/developer shall pay a non-refundable processing fee for each bond reduction request and bond release request, in accordance with the prevailing fee schedule.

9. Default by the Owner/Developer:

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

10. Tolling of Bonding:

A. Requirements:

During periods of economic downturn (i.e., downturn in housing market due to economic conditions, loss of source of project financing/capitol necessary to begin the project, etc.), as determined by the Jefferson County Commission, the owner/developer may defer construction and obtain temporary partial release of construction bond and surety on projects that are recorded and bonded, but have not started construction of site improvements and/or sold any lots or portions of the subdivided parcel. This is known as "Tolling of Bonding". Tolling of Bonding shall only be allowed to occur one time on each phase of each subdivision project. A bond of \$10,000 shall remain in place during the course of any tolling of bonding agreement.

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

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

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

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

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

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B. One-Time Amendment - Release of Lots:

For projects containing at least 5 lots and that are under a Tolling of Bonding Agreement (i.e., subjected to the recorded "Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions"), the owner/developer, at their sole discretion, is permitted to request a one-time only release of lots for purpose of sale. The number of lots released (i.e., the "Released Lot(s)") shall be at least one but and no more than 50% (rounded up to the next nearest number) of the total number of lots subjected to the Agreement. Upon approval of the request by the County Commission, the developer shall submit to the Bonding Administrator/Engineering Department for review and approval, the following:

- a. Submit a signed and notarized original of an amended Tolling of Bonding Agreement - First Amendment (see Appendix D), edited for the specific request. The First Amendment shall specifically list the unreleased lots to remain under the tolling of bonding provision. The First Amendment shall state that the County will retain the \$10,000 surety for the unreleased lots, and all terms and conditions of the Agreement shall remain in full force and effect for the unreleased lots, including, but not limited to, the sunset and merger deed provisions; and
- b. Submit a new merger deed for only the unreleased lots remaining under the Tolling of Bonding Agreement; and
- c. Submit an updated bonding cost estimate for completing the site improvements and infrastructure necessary to serve only the released lots. The bonding cost estimate shall be in accordance with this Site Improvements Bonding and Bond Surety Policy; and
- d. Submit an executed Bonding Agreement for the released lots, in accordance with this Site Improvements Bonding and Bond Surety Policy; and
- e. Submit an acceptable form of bond surety in accordance with this Site Improvements Bonding and Bond Surety Policy.

Upon satisfaction of these terms, the Tolling of Bonding Agreement - First Amendment (for the unreleased lots) and the Bonding Agreement (for the released lots) may be executed by the County Commission President on behalf of the County Commission. The Tolling of Bonding Agreement - First Amendment shall be recorded in the land records of

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the County Clerk's office. The Bonding Policy shall then apply as outlined in Sections 1-9 herein for the released lots.

C. Projects Approved Prior to March 1, 2010

The provision under this section shall apply only to those subdivision projects with at least Preliminary Plat approval by March 1, 2010, by the Jefferson County Planning Commission, which have not bonded site improvements and have not recorded a Final Plat.

Subdivision projects under this provision, needing to record a Final Plat due to deadlines and sunset provisions in the land use regulations, but not wanting to post the construction bond and begin construction of the site improvements due to economic conditions, may advance straight to Tolling of Bonding upon approval of their request by the Jefferson County Commission. All of the provisions under tolling of bonding shall apply.

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

(Owner/Developer/Agent)

(print name)

(title)

(company/organization name)

(mailing address)

(city)

(state)

(zip code)

Signature: _____ Date: _____

Appendix A

Bond Agreement Forms

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

Form A-1
(Subdivisions)

BOND AGREEMENT - IRREVOCABLE LETTER-OF-CREDIT

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

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

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

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

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

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

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

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that

required improvements have been satisfactorily completed. Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

B. The Bond is secured by an Irrevocable Letter-of-Credit (LOC #), dated the _____ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above irrevocable letter-of-credit as security, the following conditions shall apply:

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

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

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

4. Signed draft requests against the irrevocable letter-of-credit will be made by the Jefferson County Commission (beneficiary) for one or both of the two following reasons:
 - A. Failure on the part of (Applicant/Developer Name & Subdivision Name), to complete improvements according to the terms of this bond.
 - B. Failure on the part of (Applicant/Developer Name & Subdivision Name), to renew the irrevocable letter-of-credit thirty (30) days prior to the expiration date.
5. Drafts made against the irrevocable letter-of-credit by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.
6. Drafts made against the irrevocable letter-of-credit for reason 4A above, will be used by the Jefferson County Commission to complete or procure the completion of improvements herein above required.
7. Drafts made against the irrevocable letter-of-credit for reason 4B above, will be escrowed with a local bank or savings and loan association by the Jefferson County Commission and will be held, during the life of this bond, for the purpose of guaranteeing improvements herein above required.

Witness the following signatures and seals:

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

_____ By: _____

Date: _____ Print Name: _____

Title: _____

Date: _____

WITNESS: COUNTY COMMISSION OF JEFFERSON
COUNTY,
WEST VIRGINIA

_____ By: _____

Date: _____ Print Name: _____

Title: _____

Date: _____

Form A-2
(Site Plans)

BOND AGREEMENT - IRREVOCABLE LETTER-OF-CREDIT

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

\$ _____ *(Dollar amount in figures)*

_____ *(Dollar amount in words)*,

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

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

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

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

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that required improvements have been satisfactorily completed.

Furthermore, the County Commission of Jefferson County shall not

consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

B. The Bond is secured by an Irrevocable Letter-of-Credit (LOC #), dated the _____ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above irrevocable letter-of-credit as security, the following conditions shall apply:

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

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

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

4. Signed draft requests against the irrevocable letter-of-credit will be made by the Jefferson County Commission (beneficiary) for one or both of the two following reasons:
 - A. Failure on the part of (Applicant/Developer Name & Subdivision Name), to complete improvements according to the terms of this bond.
 - B. Failure on the part of (Applicant/Developer Name & Subdivision Name), to renew the irrevocable letter-of-credit thirty (30) days prior to the expiration date.
5. Drafts made against the irrevocable letter-of-credit by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.
6. Drafts made against the irrevocable letter-of-credit for reason 4A above, will be used by the Jefferson County Commission to complete or procure the completion of improvements herein above required.
7. Drafts made against the irrevocable letter-of-credit for reason 4B above, will be escrowed with a local bank or savings and loan association by the Jefferson County Commission and will be held, during the life of this bond, for the purpose of guaranteeing improvements herein above required.

Witness the following signatures and seals:

WITNESS:

(Applicant/Developer Name)
(Project Name)

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

COUNTY COMMISSION OF JEFFERSON
COUNTY,
WEST VIRGINIA

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Form A-3
(Subdivisions)

BOND AGREEMENT – CASH-IN-ESCROW

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

\$ _____ (Dollar amount in figures)
_____ (Dollar amount in words),

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

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

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

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

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

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that

required improvements have been satisfactorily completed. Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

- B. The Bond is secured by Escrow Agreement, dated the _____ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above Escrow Agreement as security, the following conditions shall apply:
1. The Escrow Agreement shall be in the amount of \$ _____ shall be attached to this construction bond agreement and made a part hereof; and
 2. The Escrow Agreement shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
 3. An Escrow Agreement shall remain in full force and effect as security for this Bond until such time as the bond is released.
 4. Signed draft requests against the Escrow Agreement will be made by the Jefferson County Commission (beneficiary) for failure on the part of (Applicant/Developer Name & Subdivision Name), to complete the improvements according to the terms of this construction bond.
 5. Drafts made against the Escrow Agreement by the Jefferson County Commission will be used exclusively for the purpose of completion of

site improvements herein required.

Witness the following signatures and seals:

WITNESS: _____
Date: _____

(Applicant/Developer Name)
(Subdivision Name)

By: _____
Print Name: _____
Title: _____
Date: _____

WITNESS: _____
Date: _____

COUNTY COMMISSION OF JEFFERSON
COUNTY,
WEST VIRGINIA

By: _____
Print Name: _____
Title: _____
Date: _____

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

BOND AGREEMENT – CASH-IN-ESCROW

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

\$ _____ *(Dollar amount in figures)*

_____ *(Dollar amount in words)*,

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

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

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

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

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Construction Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that required improvements have been satisfactorily completed.

Furthermore, the County Commission of Jefferson County shall not

consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

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

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

Witness the following signatures and seals:

WITNESS:

(Applicant/Developer Name)
(Project Name)

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:

COUNTY COMMISSION OF JEFFERSON
COUNTY,
WEST VIRGINIA

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Appendix B

Bond Surety Forms

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

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

Bank Name
Address
Telephone Number

Date

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

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

Dear Jefferson County Commission:

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

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

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

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

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

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

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

Bank Name
Address
Telephone Number

Date

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

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

Dear Jefferson County Commission:

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

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

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

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

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

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

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

ESCROW AGREEMENT

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

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

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

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

ATTEST: _____ *(Owner/Developer Name)*
BY: _____
DATE: _____ PRINT NAME: _____
TITLE: _____
DATE: _____

ATTEST: _____ *(Bank Name)*
BY: _____
DATE: _____ PRINT NAME: _____
TITLE: _____
DATE: _____

AFFIX BANK SEAL

Form B-4
(Cash-in-Escrow – Site Plan)

ESCROW AGREEMENT

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

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

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

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

ATTEST: _____ (Owner/Developer Name)
BY: _____

DATE: _____ PRINT NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____ (Bank Name)
BY: _____

DATE: _____ PRINT NAME: _____

TITLE: _____

DATE: _____

AFFIX BANK SEAL

Jefferson County, West Virginia
Subdivision & Site Plan
PERFORMANCE BOND
INSTRUCTIONS

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

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

6. The performance bond shall be submitted to:

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

Attention: Bonding Administrator

Phone: 304-728-3257

(Remainder of Page Intentionally Left Blank)

Form B-5
Jefferson County, West Virginia
Performance Bond
(Land Development Infrastructure & Site Improvements)

BOND NO.	DATE BOND EXECUTED:												
PRINCIPAL(S)/CO-PRINCIPAL(S): (Legal Name(s), Status, Business Address(es) and Phone Numbers)	TYPE OF ORGANIZATION: (check one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership or Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Other (specify) _____ _____ STATE OF INCORPORATION OR ORGANIZATION:												
(Hereinafter "Principal" whether one or more than one)													
SURETY(IES): (Name(s), Business Address(es) and Phone Numbers)	SUM OF BOND: <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="3">Bond Amount in Dollar Figures</th> </tr> <tr> <th style="width: 33%;">Million(s)</th> <th style="width: 33%;">Thousand(s)</th> <th style="width: 33%;">Hundred(s)</th> </tr> </thead> <tbody> <tr> <td>\$</td> <td></td> <td></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Bond Amount in Words</td> </tr> <tr> <td style="height: 20px;"> </td> </tr> <tr> <td style="height: 20px;"> </td> </tr> </table> Project Approval Date: ___ / ___ / ___ Project Name: _____ _____ JRPC Project File No. _____	Bond Amount in Dollar Figures			Million(s)	Thousand(s)	Hundred(s)	\$			Bond Amount in Words		
Bond Amount in Dollar Figures													
Million(s)	Thousand(s)	Hundred(s)											
\$													
Bond Amount in Words													
NAIC # _____ A.M. Best No. _____ A.M. Best Rating _____ A.M. Best F.S.C. _____ (Herein after "Surety" whether one or more than one)													

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

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

Bond.

6. Nothing in the Bond shall be construed as creating an obligation upon the County to pay for the completion or correction of the work guaranteed under the provisions of this Bond.
7. In the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. If the developer fails to make the required corrections, repairs or replacement of the failed work, then this bond surety may be used for this purpose. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has posted the additional bond surety - if an inadequate bond surety amount remains under this bond to cover the costs of the repair or replacement of the failed component - in an amount to the satisfaction of the Chief County Engineer.
8. By signatures, hereto, the Principal and the Surety do hereby expressly Waive any objection that they, or either of them, might interpose in the authority of the County to require each and every provision of the foregoing Bond.

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

BOND NO. _____

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

PRINCIPAL / CO-PRINCIPAL

SIGNATURE: _____ (SEAL)

NAME: _____ (Typed)

TITLE: _____ (Typed)

SIGNATURE: _____ (SEAL)

NAME: _____ (Typed)

TITLE: _____ (Typed)

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

STATE OF _____, COUNTY OF _____, to wit:

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

Given under my hand this ____ day of _____, 20____.

My Commission Expires: _____

BOND NO. _____

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

CORPORATE SURETY

NAME: _____ (Typed)

ADDRESS: _____ (Mailing Address)

(City) (State) (Zip Code)

TELEPHONE NO.: _____ (Typed)

STATE OF INCORPORATION OR ORGANIZATION: _____

LIABILITY LIMIT: _____

Attorney(s)-In-Fact

SIGNATURES: 1. _____ (SEAL) 2. _____ (SEAL)

NAME: _____ (Typed) _____ (Typed)

TITLE: _____ (Typed) _____ (Typed)

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

STATE OF _____, COUNTY OF _____, to wit:

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

Given under my hand this _____ day of _____, 20_____.

My Commission Expires: _____

Appendix C

Tolling of Bonding Agreement

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

(Subdivision/Project Name)

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

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

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

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

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

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

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

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

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

- (a) The County Commission's agreement to modify the Original Bonding Obligations shall be subject to the satisfaction of the following condition precedent (the "Modification Conditions"):
 - (i) The Declarant submits to the Department a 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 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 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. **Covenant to Maintain "Good Standing" with the State of West Virginia.** 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 continually maintain "good standing" with the State of West Virginia with regard to this parcel/property. This shall include:
 - (a) Maintaining a current and valid organization/business certificate, license, or any other document required by the West Virginia Secretary of State to conduct business in the the State of West Virginia. The Declarant shall be in default of this agreement if at any time during the term of this agreement the organization/business is dissolved or revoked by the West Virginia Secretary of State and its good standing is allowed to lapse; and
 - (b) Not be delinquent on the real estate property taxes by more than 30 calendar days from the first payment due date set by the Jefferson County Assessor. The Declarant shall be in default of this agreement if at any time during the term of this agreement, the real estate property taxes on this property are delinquent more than 30 calendar days.

The Declarant shall provide to the County Commission, on a periodic basis as determined by the County Commission and/or their staff, documentation evidencing that the Declarant is continually maintaining good standing with the State of West Virginia, to the satisfaction of the County Commission.

6. **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.

7. **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.
8. **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.
9. **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.
10. **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
11. **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.
12. **Recordation.** This agreement shall be recorded in the Office of the Clerk of the Jefferson County Commission in both the name of the developer and the project name. It shall be the Declarant's responsibility to record the agreement and provide the Bonding Administrator with confirmation of such recordation in the form of the deed book and page number reference.

(Subdivision Name)

Jefferson County Planning Commission File No. _____

(Applicant/Developer Name)

By: _____ Date: ____/____/____

Print Name: _____ Title: _____

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

STATE OF _____, COUNTY OF _____, to wit:

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

Given under my hand this ____ day of _____, 20 ____.

My Commission Expires: _____

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: _____ Date: ____/____/____

Print Name: _____, President

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

STATE OF _____, COUNTY OF _____, to wit:

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

Given under my hand this ____ day of _____, 20 ____.

My Commission Expires: _____

ATTEST:

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

Appendix D

Tolling of Bonding Agreement – First Amendment

...

Note to preparer: insert information as noted for all highlighted items.

FIRST AMENDMENT
TO
AGREEMENT REGARDING BONDING OBLIGATIONS AND
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Insert Name and Phase # of Subdivision Subdivision

THIS FIRST AMENDMENT TO AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment to Agreement") is made and entered into as of the _____ day of _____, 2012, by **INSERT NAME OF DEVELOPER/OWNER** ("Declarant"), and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

WHEREAS, Declarant entered into an agreement entitled "**AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**" (the "Agreement"); said Agreement was subsequently recorded in the Jefferson County Clerk's Office in Deed Book #### Page #### on month, day, year; and

WHEREAS, the Agreement contains covenants associated with Declarant's Land which has been legally subdivided (the "Subdivision") into **Insert Name and Phase # of Subdivision** Subdivision consisting of **spell out number of lots (##)** 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 entitled "**Insert Final Plat Name and list of all lots, parcels and residues**" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book #### Page #### (the "Final Plat"); and

WHEREAS, in accordance with Section 2 (a) (i) of the Agreement, Declarant posted a cash surety with the County Commission, in the amount of \$10,000.00 (the "Site Stability Bond"); and

WHEREAS, due to moderate improvement in the economic conditions in the homebuilding industry, the Declarant would like to offer for sale certain Lots within the Subdivision, and, accordingly, is requesting that the County Commission **modify one-time only**, a portion of the Agreement for those certain Lots, while retaining the provisions of the Agreement for all remaining Lots within the Subdivision, until such time as the Declarant is ready to request a termination of the

Agreement, and release the remaining Lots from the terms of the Agreement, so as to commence construction of the remaining Infrastructure Improvements; and

WHEREAS, as permitted within Section 9 of the Agreement, Declarant desires to modify Section 3 of the Agreement's "Covenant Not to Commence Construction" and Section 4 of the Agreement's "Covenant Prohibiting Construction of Homes or Sale or Transfer of Lots", one time only, for Lots **list requested lot numbers to be released**, inclusive, within the Subdivision, by releasing said Lots (the "released Lots") from the aforementioned Agreement;

WHEREAS, in consideration of the County Commission's consideration of this First Amendment, Declarant hereby agrees to comply with all provisions of the County's Bonding Policy for the released Lots as outlined in Section 2 (b) (ii) and (iii) of the Agreement, and to retain all provisions of the Agreement for the Lots that will remain (the "remaining Lots") controlled by the Agreement;

WHEREAS, the County Commission has determined that it is in the best interests of Jefferson County to modify the Agreement one-time only, to permit sale and construction for the released Lots, and retain all provisions of the Agreement for the remaining Lots, until such time as the Declarant requests termination of the Declaration, and complies with all provisions of the Bonding Policy in order to commence construction of the Infrastructure Improvements for the remaining Lots, subject to the condition that Declarant execute and record this First Amendment to Agreement 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. **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.

3. **Amendment of Agreements.** As a concession between Declarant and the County Commission, amendments to this First Amendment to Agreement, and subsequent amendments to the Agreement will not be permitted. However, Declarant shall retain the rights of termination of the Agreement as outlined therein by complying with the Bonding Policy and restoring the Infrastructure Bond for the remaining Lots.
4. **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.
5. **Term of this Declaration.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect.
6. **Term of the Previous Agreement.** All terms and provisions within the aforementioned Agreement, recorded at the Jefferson County Clerk's office, dated month, day, year, in Deed Book ####, Pg. ####, shall continue in full force and effect only for the remaining Lots (list all lots, parcels, and residues to remain within the agreement).
7. **Recordation.** This First Amendment to 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.

Insert Subdivision Name and Phase

(Subdivision Name)

Jefferson County Planning Commission File No. ##-##

Insert owner's representative's name, title, owner/developer's name

(Applicant/Developer Name)

By: _____ Date: _____

Print Name: Insert owner's representative's name Title: Insert owner's representative's title

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

STATE OF INSERT STATE, COUNTY OF INSERT COUNTY, to wit:

I insert name of notary, a Notary Public in and for the State and County aforesaid, do hereby certify that insert name of owner, as insert title of insert owner's company name whose name is 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 _____, 2012.

My Commission Expires: _____

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: _____ Date: ____ / ____ / ____

Print Name: Patricia A. Noland, President, Jefferson County Commission

(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

**NOTICE OF PUBLIC HEARING
COUNTY COMMISSION OF JEFFERSON COUNTY**

The County Commission of Jefferson County will hold a public hearing on Thursday, August 9th, 2012 at 2:30 p.m. in the County Commission meeting room located at the Old Charles Town Library, 200 East Washington Street, Charles Town, WV 25414.

At this meeting, there will be public input on the potential purchase of the Briel Building and to discuss the list of Capital Improvements.

Anyone wishing to provide written or oral comment may do so at this meeting or send comments to info@jeffersoncountywv.org.

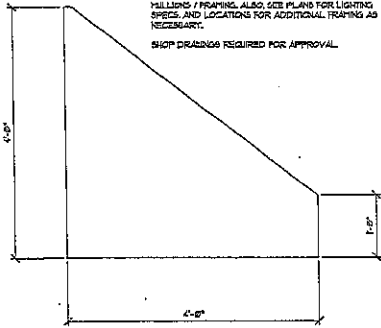
No decisions will be made at this meeting.

By Order of the County Commission of Jefferson County
Patricia A. Noland
President

NOTE:
TRADITIONAL SHED AWNING LAGED TO ALUMINUM
POWDER-COAT BLACK FRAMES, MARBELLAY FABRIC
4625 BY ACCENT STRIPE 4625. ALL STRAIGHT SEAMS
TO BE HEAT SEALED.

CONSTRUCT FRAMING AND INTERMEDIATE SUPPORTS TO
FALL ON CENTERLINES OF STOREFRONT STRUCTURAL
MILLING / FRAMING. ALSO, SEE PLANS FOR LIGHTING
SPECS. AND LOCATIONS FOR ADDITIONAL FRAMING AS
NECESSARY.

SHOP DRAWINGS REQUIRED FOR APPROVAL.

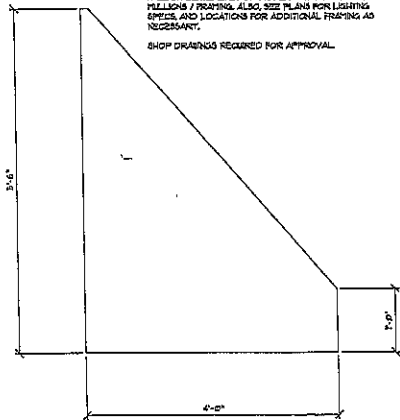


1 AWNING TYPE A
A-11 SCALE 1"=1'-0"

NOTE:
TRADITIONAL SHED AWNING LAGED TO ALUMINUM
POWDER-COAT BLACK FRAMES, MARBELLAY FABRIC
4625 BY ACCENT STRIPE 4625. ALL STRAIGHT SEAMS
TO BE HEAT SEALED.

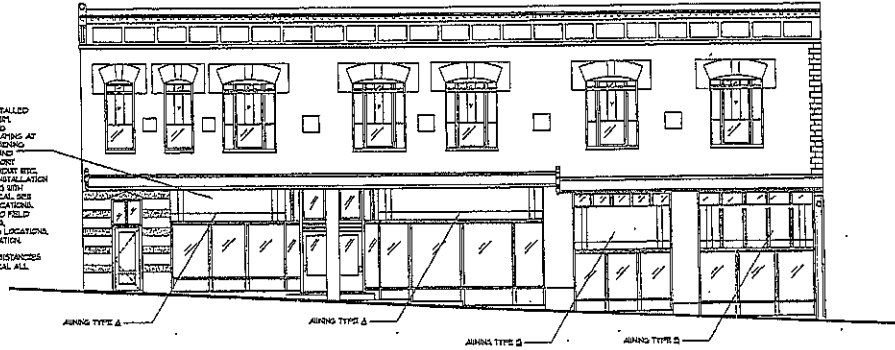
CONSTRUCT FRAMING AND INTERMEDIATE SUPPORTS TO
FALL ON CENTERLINES OF STOREFRONT STRUCTURAL
MILLING / FRAMING. ALSO, SEE PLANS FOR LIGHTING
SPECS. AND LOCATIONS FOR ADDITIONAL FRAMING AS
NECESSARY.

SHOP DRAWINGS REQUIRED FOR APPROVAL.



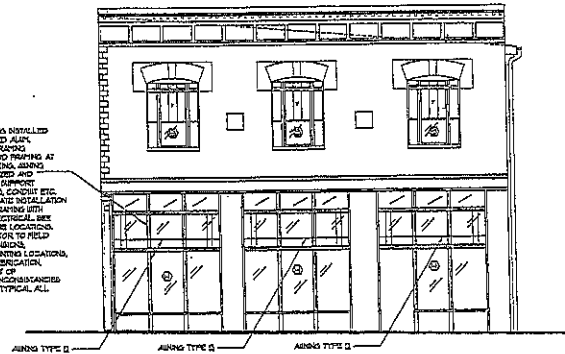
3 AWNING TYPE B
A-11 SCALE 1"=1'-0"

NOTE: FABRIC AWNING DETAILED
OVER PRE-FINISHED ALUM.
FRAMING. POINT FRAMING
ESSENTIAL TO GOOD FRAMING AT
STOREFRONT GLAZING. AWNING
FRAMING TO BE SIZED AND
CONSTRUCTED TO SUPPORT
LIGHTING, J-DOCKS, COEXIST ETC.
GO TO CONFORMANCE INSTALLATION
OF AWNING AND FRAMING UNIT.
LIGHTING AND ELECTRICAL, SEE
PLANS FOR FRAMING LOCATIONS.
AWNING CONTRACTOR TO FIELD
VERIFY ALL DIMENSIONS,
CLEARANCES, FRAMING LOCATIONS,
ETC. PRIOR TO FABRICATION.
NOTIFY ARCHITECT OF
DISCREPANCIES, NONCONFORMANCES
AND CORRECTA. TYPICAL ALL
AWNINGS.



2 SOUTH ELEVATION W/ AWNINGS
A-11 SCALE 1/8"=1'-0"

NOTE: FABRIC AWNING DETAILED
OVER PRE-FINISHED ALUM.
FRAMING. POINT FRAMING
ESSENTIAL TO GOOD FRAMING AT
STOREFRONT GLAZING. AWNING
FRAMING TO BE SIZED AND
CONSTRUCTED TO SUPPORT
LIGHTING, J-DOCKS, COEXIST ETC.
GO TO CONFORMANCE INSTALLATION
OF AWNING AND FRAMING UNIT.
LIGHTING AND ELECTRICAL, SEE
PLANS FOR FRAMING LOCATIONS.
AWNING CONTRACTOR TO FIELD
VERIFY ALL DIMENSIONS,
CLEARANCES, FRAMING LOCATIONS,
ETC. PRIOR TO FABRICATION.
NOTIFY ARCHITECT OF
DISCREPANCIES, NONCONFORMANCES
AND CORRECTA. TYPICAL ALL
AWNINGS.



4 EAST ELEVATION W/ AWNINGS
A-11 SCALE 1/8"=1'-0"

INTERPLAN
INCORPORATED

4185 Mack Centre Drive, Suite 200
Washington, DC 20018-3541
T: 202.662.9733
www.interplan.com

IT IS YOUR RESPONSIBILITY TO MAKE THESE
PLANS AND SPECIFICATIONS ACCURATE AND
COMPLETE. YOU SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND
SAFETY REQUIREMENTS AND FOR OBTAINING
CONTRACTOR.

DATE _____
CLIENT APPROVAL _____
CONTRACTOR _____

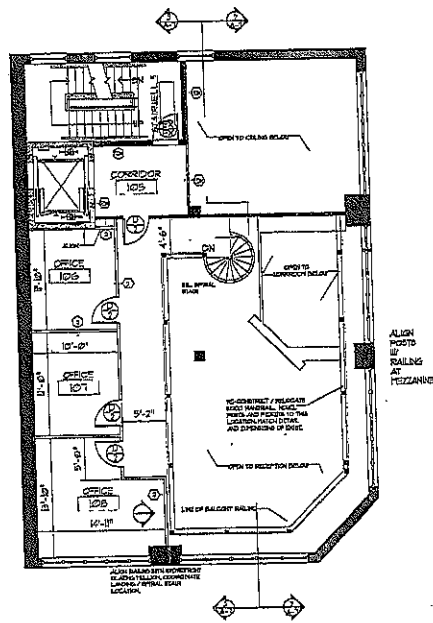
EXTERIOR ELEVATIONS
WITH AWNINGS

201 NORTH GEORGE STREET

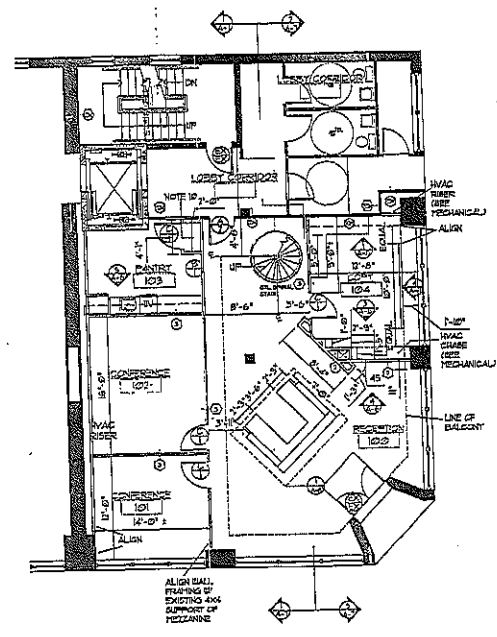
CHARLESTON,
WEST VIRGINIA

No.	Date	Issue	By
1	12-03-04	CD REVIEW SET	JF/MC
2	01-26-05	TO ENGINEER	JF/MC
3	03-11-05	CONSTRUCTION PERMITS	JF/MC

Design	RLK	
Drawn	JF/MC	
Approved		
Scale	AS NOTED	Sheet Number
Date	12-03-04	A-7.1
Job No.	2443	

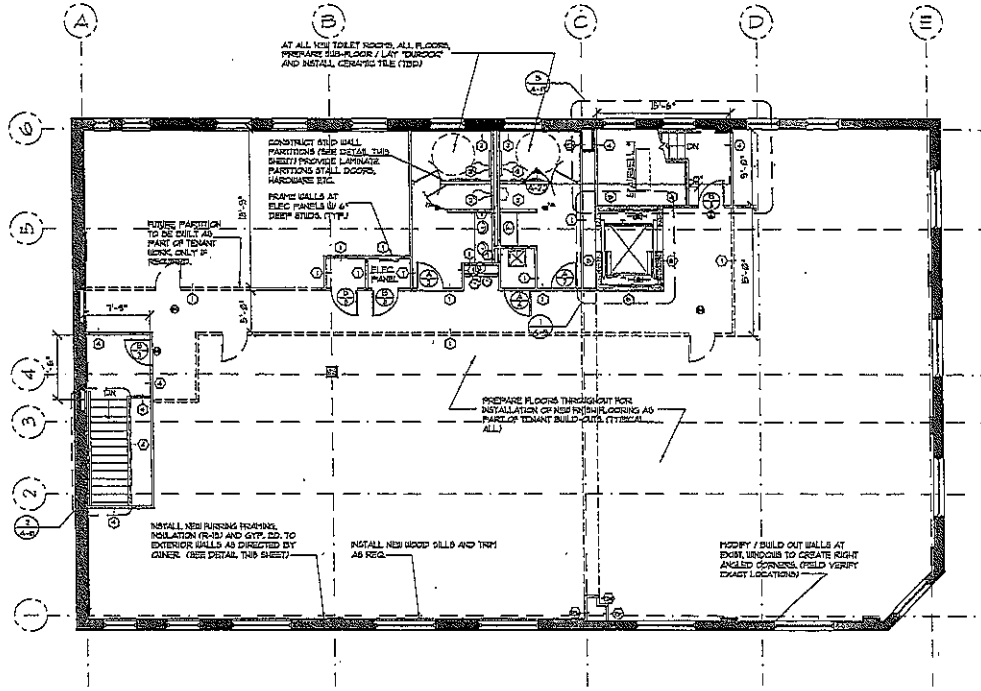


1 PARTITION PLAN @ MEZZANINE
A-2 SCALE 1/8"=1'-0"



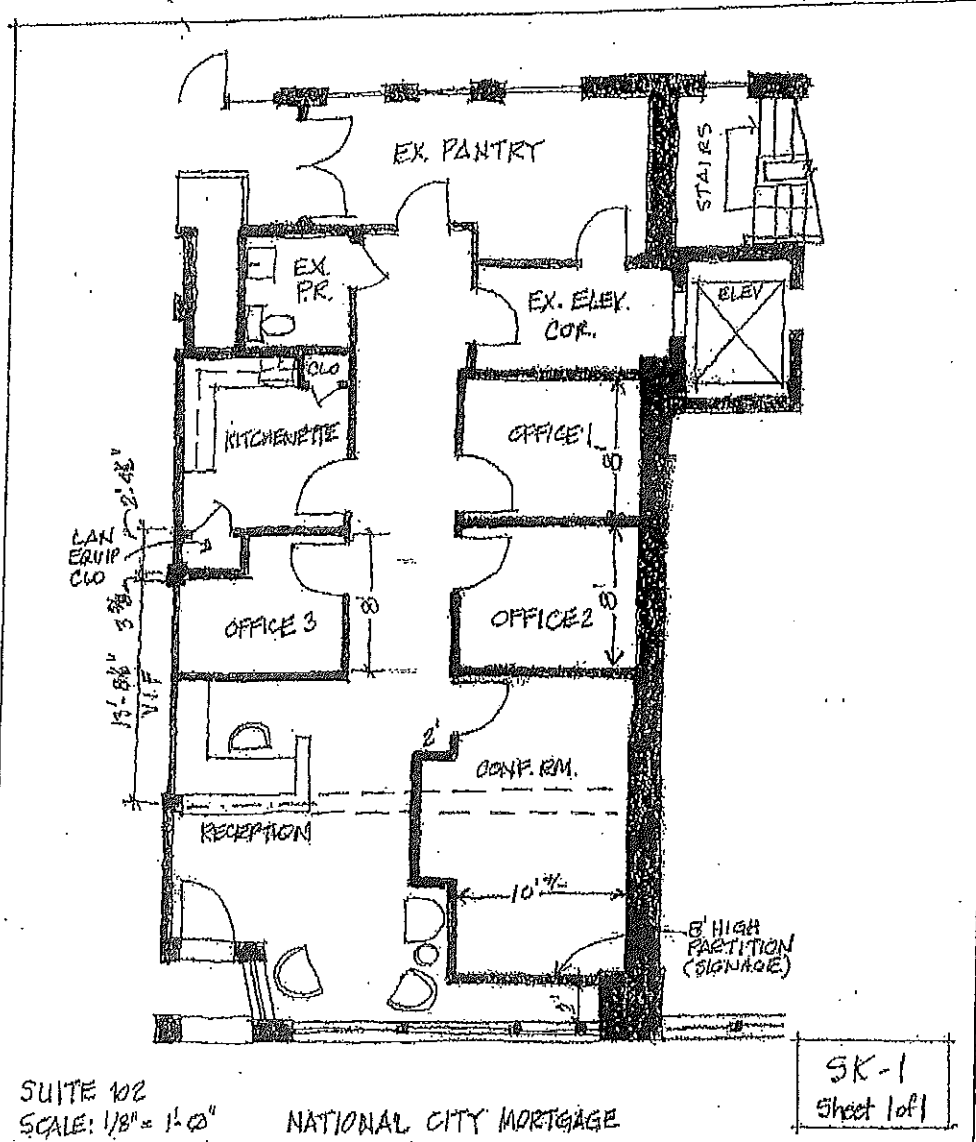
2 PARTITION PLAN
A-2 SCALE 1/8"=1'-0"

Date: 09/22/05 Scale: 1/8" = 1'-0" Drawn by: [Signature] Checked by: [Signature]	Design: RAK Drawn: KPD Approved: [Signature]	1. SCHEDULES, CLIENT GENERAL 2. SCHEDULES, PARTITION NEW	PARTITION PLAN, PARTITION TYPES, & SCHEDULES SOUTHERN TITLE FIRST FLOOR & MEZZANINE 201 NO. GEORGE ST. CHARLES TOWN, WV	CERTIFICATION	THIS IS YOUR AUTHORIZATION TO MAKE THESE PLANS AND SPECIFICATIONS FOR BID AND FOR CONSTRUCTION. INTERPLAN INCORPORATED ACTS SOLELY AS CLIENT'S AGENT AND ALL PAYMENT OBLIGATIONS AND CLAIMS SHALL BE ADJUSTED SOLELY BETWEEN CLIENT AND VENDOR OR CONTRACTOR.	CLIENT AUTHORIZATION _____ DATE _____		5185 MacArthur Boulevard, NW - Suite 200 Washington, DC 20016-3341 1.202.362.5500 1.202.696.9273 www.interplaninc.com

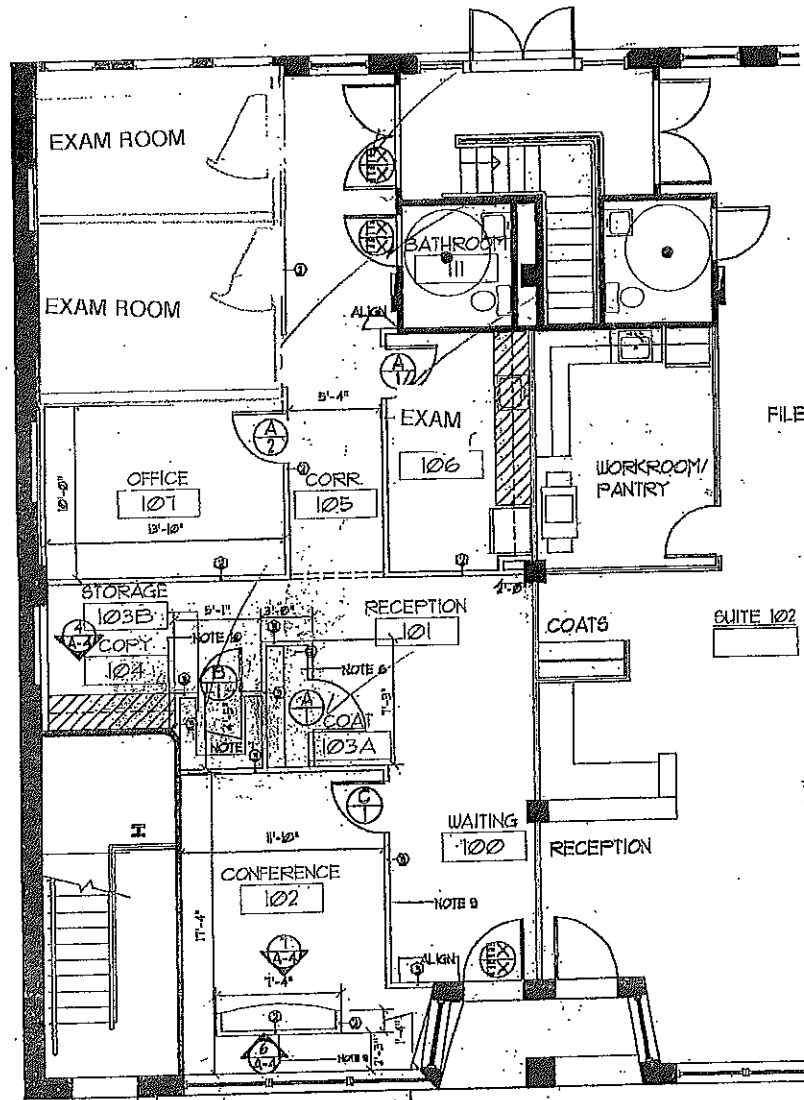


1 SECOND FLOOR PARTITION PLAN / FINISH PLAN
 A-B-C SCALE 1/8" = 1'-0"

<h1 style="margin: 0;">INTERPLAN</h1> <p style="margin: 0;">Incorporated</p>		<small>8185 MacArthur Boulevard, RV - Suite 209 Westport, DC 20391-6384 T. 302-586-3273 F. 302-582-6000 www.interplan.com</small>	
<p style="margin: 0; font-size: small;">ALL IN THESE ARCHITECTURAL OR MECHANICAL PLANS AND SPECIFICATIONS FOR ADD AND AS NOTED SHALL BE THE RESPONSIBILITY OF THE CLIENT AND ALL CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING ALL CONDITIONS BEFORE ANY CONSTRUCTION.</p>		<p style="margin: 0; font-size: small;">CLIENT / ARCHITECT</p>	<p style="margin: 0; font-size: small;">DATE</p>
<p style="margin: 0;">SECOND FLOOR PARTITION, REFLECTED CEILING, & POWER PLANS</p>		<p style="margin: 0;">CERTIFICATION</p>	
<p style="margin: 0;">201 NORTH GEORGE STREET</p>		<p style="margin: 0;">CHARLESTOWN, WEST VIRGINIA</p>	

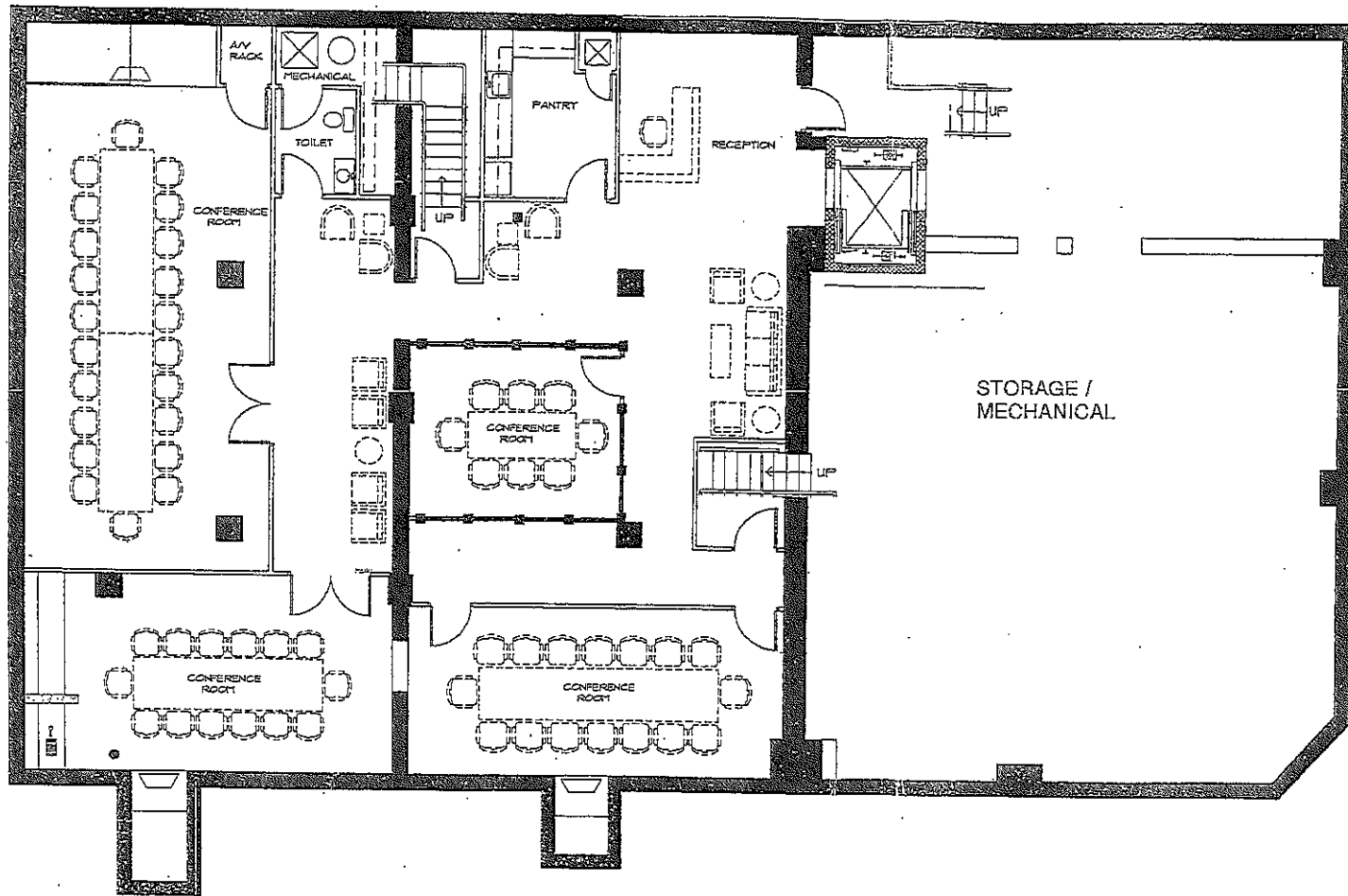


SUITE 102
PRIME LENDING



PARTITION PLAN

CAPITOL VEINAND LASER SUITE 103



BASEMENT

SK-1
sheet 1 of 1

SCALE: 1/8" = 1'-0"
ADVANCED LEGAL
201 N. GEORGE ST.
CHARLESTON, WV
JOB # 2443-04

Jefferson County Commission
Proposed Capital Project List and Five Year Budget as of July 2012

Estimated Cost Estimated Cost Estimated Cost Estimated Cost Estimated Cost
FYE 2013 FYE 2014 FYE 2015 FYE 2016 FYE 2017

		Estimated Cost FYE 2013	Estimated Cost FYE 2014	Estimated Cost FYE 2015	Estimated Cost FYE 2016	Estimated Cost FYE 2017
1	New Phone System	\$ 250,000	\$	\$	\$	\$
	This project has an estimated payback of (3) to (5) years. The anticipated phone system will be Voice over Internet Provider System (voice/IP)					
2	Move AS-400 Computer and other computer hardware to Mason Bldg	\$ 135,000	\$	\$	\$	\$
	Narrative: This project involves moving the AS-400 from the Hunter House Basement to the Basement of the Mason Building. This project cost also includes upgrades to the computer system that will upgrade the system to a "Series I Computer" which will be a more powerful computer. The upgrade will also upgrade the "Firewall" and other security software.					
3	Repairs on Old Courthouse	\$ 1,500,000	\$	\$	\$	\$
	Narrative: The project cost are for on going projects with the Courthouse. This is the amount budgeted for the FYE 2013					
4	GIS Mapping Software	\$ 150,000	\$	\$	\$	\$
	The purposed software will act as a Document Management System that will scan, classify, index and archive all existing and future public records into a data sharing system that incorporates linked workflow, searchable data bases and document retrieval among multiple departments and the public and potentially linking with a web-mapping tool.					
5	Purchase Briel Building	\$ 1,500,000	\$	\$	\$	\$
	Narrative: Purchase or complete leasing of the Briel Building would provide an additional 5,000 square foot of space for county offices. Having that amount of additional space is the only way to make plans for moving the the Assessor's Office to a new location and providing additional space for the Sheriff's Tax Office and the County Clerk's Office.					

6	Moving Assessor's Office to a new location: Narrative: This is an estimated amount for moving and any minor changes that would need to be made to for the Assessor's Office in a new location.	\$	75,000	\$		\$		\$		\$	
7	Renovate Sheriff's Tax Offices and added space: Narrative: Renovate entrance from the street and change office layout to create teller stations for six or seven tax collection stations to better serve tax payers. This estimate includes cost to renovate area currently occupied by the Assessor's Office if the Assessor's Office would be relocated to a new location.	\$	120,000	\$		\$		\$		\$	
8	Purchase Computer Assisted Dispatch (CAD) Syster for E911 Center. This software in needed to enhance the operation of the E911 Center. The cost of the software is dependent on the complexity of the features that are built into the software.	\$	800,000	\$		\$		\$		\$	
9	Renovate upper floors of Judicial Center Renovate upper two floors of the Judicial Center to provide an additional courtroom and better utilize the space available. It is proposed that the one floor be utilized for for staff will the other floor is being renovated. It is proposed that one floor be renovate in one fiscal and the second floor in the following fiscal year.	\$		\$	1,200,000	\$	1,200,000	\$		\$	
					per floor		per floor				
10	Parking lot paving: The parking lot behind downtown county offices and courthouse is in need of resurfacing and will need to be repaved in the next two or three years.	\$		\$	100,000	\$		\$		\$	
11	Install Elevator for Mason Building Install elevator to access the second for of the Mason Building.	\$		\$	250,000	\$		\$		\$	
12	Smoot Building Renovate only as needed: Recommended usage, storage or contributed office space for county component unit.	\$		\$		\$		\$		\$	

13	Construct new single story county office building in on part of current downtown parking lot area. Office building would provide (16) individual offices, a small conference room, restrooms, storage and a break area; Layout attached.	\$		\$	805,600	\$		\$		\$	
14	Animal Control Shelter: Need planned improvement information	\$									
	Total estimate capital projects by year	\$	4,530,000	\$	2,355,600	\$	1,200,000	\$	0	\$	0
			FYE 2013		FYE 2014		FYE 2015		FYE 2016		FYE 2017
	Funding available at beginning of fiscal year	\$	5,703,402	\$	2,476,186	\$	1,462,454	\$	1,644,577	\$	3,068,164
	Current funding to be added by year based on PY depreciation as calculated in the prior year audit report.	\$	1,302,784	\$	1,341,868	\$	1,382,124	\$	1,423,587	\$	1,466,295
	Total funds available for allocation.	\$	7,006,186	\$	3,818,054	\$	2,844,577	\$	3,068,164	\$	4,534,459
	Total funds available for carryover to next fiscal year.	\$	2,476,186	\$	1,462,454	\$	1,644,577	\$	3,068,164	\$	4,534,459

NOTICE
JEFFERSON COUNTY COMMISSION
MEETING CANCELLATION

The regular meeting scheduled on Thursday, August 30, 2012, has been cancelled in observation of the Labor Day Holiday. The Commission will resume its regular session on Thursday, September 6, 2012, at 9:30 a.m.

Labor Day



Jefferson County Commission

offices will be closed

on

Monday, September 3, 2012

in observance of Labor Day.

NOTICE
OF
INFORMATIONAL WORKSHOP PUBLIC MEETING

STATE PROJECT U219-340-0.00 (02)
FEDERAL PROJECT NH-0340(030)E

US 340 - 4 LANE PROJECT
VA LINE TO CHARLES TOWN BYPASS
JEFFERSON COUNTY

The West Virginia Division of Highways (WVDOH) will hold an informational public meeting on Monday, September 24, 2012, in the cafeteria of the Page Jackson Elementary School located on 370 Page Jackson School Road, Charles Town, Jefferson County, West Virginia on the proposed US 340 – 4 Lane Project from the Virginia Line to the Charles Town Bypass. The project consists of upgrading the existing two lane section of US 340 in Jefferson County from 0.5 miles southwest of the state line to approximately 2 miles north of the community of Rippon in Jefferson County, West Virginia. This will result in constructing a 4-lane divided highway with at-grade intersections around Rippon. The total project length is approximately 5 miles. This meeting will update the public on the progress of the US 340 Improvement Study since the last public meeting in 2003 that presented Preferred Alternative 4. Newly developed modifications to Preferred Alternative 4, designated 4A and 4B are the focus of this meeting. This meeting complies with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act requirements.

NO FORMAL PRESENTATION WILL BE MADE. The scheduled public meeting is from 4:00 to 7:00 p.m. and the public will be afforded the opportunity to ask questions and give written comments on the project throughout the meeting. A handout with project details will be available at the meeting and on the WVDOH Website.

Those wishing to file written comments may send them to Gregory Bailey, P.E., Director Engineering Division, West Virginia Division of Highways, Capitol Complex Building 5, 1900 Kanawha Boulevard East, Charleston, West Virginia 25305-0430 on or before Wednesday, October 24, 2012. Visit the WVDOH Website at <http://go.wv.gov/dotcomment> for project information and the opportunity to comment on the project.

The West Virginia Department of Transportation will, upon request, provide reasonable accommodations including auxiliary aids and services necessary to afford an individual with a disability an equal opportunity to participate in our services, programs and activities. Please contact us at (304) 558-3931. Persons with hearing or speech impairments can reach all state agencies by calling (800) 982-8772 (voice to TDD) or (800) 982-8771 (TDD to voice), toll free.



**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
1900 Kanawha Boulevard East • Building Five • Room 109
Charleston, West Virginia 25305-0440 • (304) 558-0444**

**Earl Ray Tomblin
Governor**

**Paul A. Mattox, Jr., P. E.
Cabinet Secretary**

July 30, 2012

**Jefferson County Clerk
Jefferson County Courthouse
Charles Town, West Virginia 25414**

To whom it may concern:

**NOTICE OF
INFORMATIONAL WORKSHOP PUBLIC MEETING
STATE PROJECT U219-340-0.00(02)
FEDERAL PROJECT NH-0340(030)E
US 340 – 4 LANE PROJECT
VA LINE TO CHARLES TOWN BYPASS
JEFFERSON COUNTY**

Your office has been designated as a location where members of the public may visit and peruse the enclosed information, which is being forwarded to you for display purposes. We ask that the enclosed be available for public viewing for 30 days.

Sincerely,

**Paul A. Mattox, Jr., P. E.
Secretary of Transportation/
Commissioner of Highways**

By:

[Handwritten Signature]
**Brent H. Walker, Director
Office of Communications**

**PAM:Wt
Enclosure**

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

Week Ending Date	Week Ending July 28, 2012
To be Deposited on:	August 3, 2012
Amount Played	69,596,417.88
Amount Won	62,189,379.28
Amount Promo	257,906.00
MWAP Contribution	<u>5,151.80</u>
Adjusted Gross Terminal Revenue	<u>7,143,980.80</u>
Administrative Costs @ 4%	285,759.24
Excess Lottery Fund @ 4%	0.00
Net Terminal Revenue	<u>6,858,221.56</u>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	\$ -
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	\$ -
Adjusted Net Terminal Revenue	<u>6,858,221.56</u>
Racetrack @ 46.50% / 42%	3,189,073.03
Lottery Fund @ 30% / 0%	2,057,466.44
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	480,075.51
Workers' Compensation Debt Reduction @ 7% / 0%	480,075.51
Employee Pension Fund @ 1% / .5%	68,582.22
Greyhound Development @ .75%	51,436.66
Thoroughbred Development @ .75%	51,436.66
Racing Commission @ 1%	68,582.22
County/Municipality @ 2%	137,164.44
3% Funds:	
Tourism Promotion Fund @ 1.375%	94,300.55
Development Office Promotion Fund @ .375%	25,718.33
Research Challenge Fund @ .5%	34,291.11
Capitol Renovation and Improvement Fund @ .6875%	47,150.27
2004 Capitol Complex Parking Garage Fund @ .0625%	4,286.39
1% Funds:	
State Capitol Complex Parking Garage @ 1%	48,205.60
Cultural Facilities and Capitol Resources @ .5%	10,188.31
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>10,188.31</u>
	<u>6,858,221.56</u>

WEST VIRGINIA LOTTERY
 First Benchmark
 Charles Town
 County / City Split
 Fiscal Year 2013

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 8.19%	CHARLES TOWN 41.20%	HARPERS FERRY 2.24%	RANSON 34.78%	SHEPHERDS TOWN 13.59%
Week Ending:								
07/07/12	\$ 161,637.92	\$ 161,637.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/14/12	\$ 129,458.04	\$ 129,458.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/21/12	\$ 130,037.00	\$ 130,037.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/28/12	\$ 137,164.44	\$ 137,164.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 558,297.40	\$ 558,297.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Benchmark Goal @ 2% \$ 912,063.48
 Remainder until 1% / 1% Split \$ 353,766.08

VIDEO LOTTERY REPORT

FY 2009		FY 2010		FY 2011		FY 2012		FY 2013	
Date	Amount	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	7/1-2/2011	69,824.12	7/7/2012	161,637.92
7/12/2008	176,592.38	7/11/2009	168,815.08	7/10/2010	205,731.64	7/9/2011	171,717.28	7/14/2012	129,458.04
7/19/2008	160,344.08	7/18/2009	160,652.98	7/17/2010	161,386.76	7/16/2011	143,019.52	7/21/2012	130,037.00
7/26/2008	162,982.74	7/25/2009	158,869.08	7/24/2010	160,368.28	7/23/2011	146,508.00	7/28/2012	137,164.44
8/2/2008	178,171.04	8/1/2009	174,493.08	7/31/2010	157,802.08	7/30/2011	144,510.28		
8/9/2008	123,538.04	8/8/2009	138,408.80	8/7/2010	136,494.98	8/6/2011	151,495.28		
8/16/2008	82,482.89	8/15/2009	81,222.14	8/14/2010	78,376.68	8/13/2011	117,350.38		
8/23/2008	76,426.18	8/22/2009	76,260.31	8/21/2010	76,199.02	8/20/2011	71,614.12		
8/30/2008	89,459.86	8/29/2009	80,472.92	8/28/2010	72,460.03	8/27/2011	63,432.14		
9/6/2008	91,644.46	9/5/2009	80,798.15	9/4/2010	76,362.84	9/3/2011	80,837.76		
9/13/2008	79,729.93	9/12/2009	86,286.92	9/11/2010	82,969.36	9/10/2011	84,845.80		
9/20/2008	71,269.36	9/19/2009	70,010.15	9/18/2010	67,638.78	9/17/2011	66,748.62		
9/27/2008	79,735.73	9/26/2009	69,316.87	9/25/2010	70,435.06	9/24/2011	68,929.80		
10/4/2008	75,186.22	10/3/2009	72,286.04	10/2/2010	71,013.86	10/1/2011	68,871.64		
10/11/2008	77,139.04	10/10/2009	69,650.63	10/9/2010	69,311.50	10/8/2011	70,866.90		
10/18/2008	80,668.26	10/17/2009	73,560.21	10/16/2010	75,234.62	10/15/2011	75,262.66		
10/25/2008	64,379.44	10/24/2009	67,581.66	10/23/2010	70,290.80	10/22/2011	68,757.72		
11/1/2008	68,352.42	10/31/2009	64,528.30	10/30/2010	65,615.04	10/29/2011	60,507.98		
11/8/2008	70,823.02	11/7/2009	63,741.59	11/6/2010	61,337.62	11/5/2011	70,673.88		
11/15/2008	65,565.50	11/14/2009	65,959.64	11/13/2010	64,595.28	11/12/2011	67,627.10		
11/22/2008	63,883.80	11/21/2009	59,547.05	11/20/2010	56,010.08	11/19/2011	60,690.60		
11/29/2008	69,850.12	11/28/2009	72,399.98	11/27/2010	71,170.90	11/26/2011	74,140.54		
12/6/2008	55,696.68	12/5/2009	51,006.51	12/4/2010	53,215.08	12/3/2011	59,429.94		
12/13/2008	60,178.04	12/12/2009	52,460.58	12/11/2010	46,944.00	12/10/2011	51,395.44		
12/20/2008	52,189.19	12/19/2009	32,834.39	12/18/2010	42,076.76	12/17/2011	55,981.32		
12/27/2008	72,205.91	12/26/2009	53,406.34	12/25/2010	50,450.28	12/24/2011	54,248.62		
1/3/2009	96,504.65	1/2/2010	92,980.40	1/1/2011	85,152.12	12/31/2011	94,661.00		
1/10/2009	53,286.62	1/9/2010	55,020.46	1/8/2011	54,301.30	1/7/2012	74,863.40		

1/17/2009	56,068.87	1/16/2010	60,551.28	1/15/2011	54,005.90	1/14/2012	58,901.92
1/24/2009	71,474.63	1/23/2010	69,943.53	1/22/2011	60,924.74	1/21/2012	61,819.92
1/31/2009	61,089.80	1/30/2010	48,527.75	1/29/2011	48,036.94	1/28/2012	62,898.78
2/7/2009	83,539.63	2/6/2010	37,155.14	2/5/2011	60,777.44	2/4/2012	72,154.66
2/14/2009	76,054.44	2/13/2010	44,334.00	2/12/2011	67,471.84	2/11/2012	66,429.04
2/21/2009	91,838.41	2/20/2010	76,946.12	2/19/2011	72,018.54	2/18/2012	77,455.88
2/28/2009	80,806.88	2/27/2010	72,024.40	2/26/2011	75,544.02	2/25/2012	77,611.78
3/7/2009	48,837.13	3/6/2010	76,936.85	3/5/2011	74,535.34	3/3/2012	75,963.86
3/14/2009	96,025.39	3/13/2010	71,007.37	3/12/2011	66,979.48	3/10/2012	76,808.62
3/21/2009	79,002.82	3/20/2010	74,335.38	3/19/2011	73,113.26	3/17/2012	76,883.92
3/28/2009	79,250.83	3/27/2010	69,941.88	3/26/2011	68,490.80	3/24/2012	72,108.36
4/4/2009	75,968.30	4/3/2010	70,636.28	4/2/2011	70,846.58	3/31/2012	74,244.22
4/11/2009	75,964.94	4/10/2010	69,692.79	4/9/2011	67,076.78	4/7/2012	75,382.98
4/18/2009	80,598.22	4/17/2010	69,335.92	4/16/2011	64,698.56	4/14/2012	71,065.34
4/25/2009	75,571.46	4/24/2010	68,714.11	4/23/2011	67,674.14	4/21/2012	68,055.08
5/2/2009	73,957.05	5/1/2010	68,799.06	4/30/2011	66,807.50	4/28/2012	72,880.66
5/9/2009	76,697.22	5/8/2010	67,403.54	5/7/2011	66,379.74	5/5/2012	71,582.30
5/16/2009	71,925.70	5/15/2010	70,186.32	5/14/2011	66,699.76	5/12/2012	63,357.92
5/23/2009	81,395.43	5/22/2010	64,695.71	5/21/2011	63,210.44	5/19/2012	78,984.36
5/30/2009	82,161.55	5/29/2010	67,157.40	5/28/2011	64,724.06	5/26/2012	67,396.24
6/6/2009	74,895.74	6/5/2010	77,371.80	6/4/2011	74,952.34	6/2/2012	76,959.44
6/13/2009	67,327.23	6/12/2010	66,106.29	6/11/2011	62,203.12	6/9/2012	63,584.86
6/20/2009	75,500.53	6/19/2010	64,888.48	6/18/2011	61,200.76	6/16/2012	59,436.12
6/27/2009	67,354.10	6/26/2010	63,950.29	6/25/2011	65,470.44	6/23/2012	55,921.30
6/30/2009 ***	32,059.58	6/30/2010	29,667.19	6/30/2011	34,351.16	6/30/2012	58,207.40

TOTALS **4403564.04**

4041141.56

4016541.01

4124906.8

558297.4

Table Game Revenue

Date	Amount
July/August, 2010	154,185.68
September, 2010	94,247.84
October, 2010	105,903.60
November, 2010	108,717.67
December, 2010	118,721.11
January, 2011	106,189.21
February, 2011	105,776.45
March, 2011	120,927.10
April, 2011	130,654.61
May, 2011	130,492.02
June, 2011	121,576.41
Total 2010-2011	1297391.7

Date	Amount
July, 2011	141,718.01
August, 2011	137,473.92
September, 2011	110,375.25
October, 2011	124,273.94
November, 2011	121,118.87
December, 2011	140,509.93
January, 2012	137,812.68
February, 2012	142,770.01
March, 2012	151,845.46
April, 2012	127,862.26
May, 2012	137,905.13
June, 2012	129,235.38
Total 2011-2012	1602900.84

Impact Fee Status Report

July 2012

Office of Impact Fees

Summary

Date Range: Sunday 1 through Tuesday 31 July 2012
 Report Date: 1 August 2012
 Process Number Range: 1200083 - 1200101

Total Applications: 19

Total Non-Exempt: 19

Of which:

Commercial: 3
 Residential: 16

Of which:

County: 8
 Municipal: 11

Total Exempt: 0

Of which:

Commercial: 0
 Residential: 0

Of which:

County: 0
 Municipal: 0

Tables 1 through 7 summarize impact fee processing for the month of July 2012:

Table 1. Form 100 Tallies

	Exempt	Commercial	Residential	Total
1 – 31 July 2012	0	3	16	19
Fees collected		\$16,027.00	\$181,380.00	\$197,407.00
<i>Of which</i>				
School Impact Fee			\$159,344.00	\$159,344.00
Law Enforcement Fee		\$116.00	\$1,572.00	\$1,688.00
Parks & Recreation Fee			\$10,616.00	\$10,616.00
Fire & EMS Fee		\$15,911.00	\$9,848.00	\$25,759.00

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

Description	Amount
Opening Statement Balance (1 July 2012)	\$290,552.47
July Deposits (1 – 31 July 2012)	\$197,407.00
School June Transactions (withdraws via transfer on 30 July 2012)	(\$255,520.61)
Law June Transactions (withdraws via transfer on 30 July 2012)	(\$2,406.21)
Parks & Rec June Transactions (withdraws via transfer on 30 July 2012)	(\$16,727.63)
Fire & EMS June Transactions (withdraws via transfer on 30 July 2012)	(\$15,898.02)
Interest Earned (31 July 2012)	\$112.69
Ending Statement Balance (31 July 2012)	\$197,519.69
<i>Outstanding Credits (deposits through 1 August 2012)</i>	<i>\$0.00</i>

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

Description	Amount
Opening Balance (1 July 2012)	\$1,366,283.11
June Transactions (deposits via transfer on 30 July 2012)	\$255,520.61
Withdraw via Refund PN 1100088 (CHK 105 - 17 July 2012)	\$(11,358.00)
Interest Earned (31 July 2012)	\$415.02
Ending Balance (31 July 2012)	\$1,610,860.74

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

Description	Amount
Opening Balance (1 July 2012)	\$64,917.67
June Transactions (deposits via transfer on 30 July 2012)	\$2,406.21
Interest Earned (31 July 2012)	\$19.61
Ending Balance (31 July 2012)	\$67,343.49

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

Description	Amount
Opening Balance (1 July 2012)	\$255,558.86
June Transactions (deposits via transfer on 30 July 2012)	\$16,727.63
Withdraw via Refund PN 1100088 (CHK 107 - 17 June 2012)	\$(752.00)
Interest Earned (31 July 2012)	\$77.23
Ending Balance (31 July 2012)	\$271,611.72

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

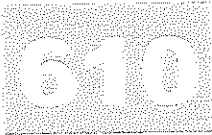
Description	Amount
Opening Balance (1 July 2012)	\$99,015.61
June Transactions (deposits via transfer on 30 July 2012)	\$15,898.02
Withdraw via Refund PN 1100088 (CHK 118 - 17 June 2012)	\$(698.00)
Interest Earned (31 July 2012)	\$30.04
Ending Balance (31 July 2012)	\$114,245.67

Table 7. Total Impact Fees as of 1 August 2012/1

Description	Amount
Office of Impact Fees General Account	\$197,519.69
School Impact Fee Account	\$1,610,860.74
Law Enforcement Fee Account	\$67,343.49
Parks & Recreation Impact Fee Account	\$271,611.72
Fire & EMS Impact Fee Account	\$114,245.67
Total	\$2,261,581.31

Notes:

/1 These values represent both impact fees collected and interest earned. The general account includes the outstanding credits listed in table 2 and outstanding debits, if any, listed in tables 3-6.



Form 100 Transaction Summary

Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between Sunday, July 01, 2012 and Tuesday, July 31, 2012

Process Number	Date	App Name	Final Name	Tract District	Area	Block	Page	Map	Parcel	Impact Fees Collected	Date	Exemption Reason
No Data Available												

Category Count: 0 **Category Total** **\$0.00**

Process Number	Date	App Name	Final Name	Tract District	Area	Block	Page	Map	Parcel	Impact Fees Collected	Date	Exemption Reason
1200083	07/05/2012	ILA Properties,		02 Charles Town		1187	355	23M	7-9	\$13,070.00	07/05/2012	N/A
1200084	07/05/2012	ILA Properties,		02 Charles Town		1887	355	21E	4	\$13,070.00	07/05/2012	N/A
1200085	07/06/2012	Mary Myers	Kubic	09 Shepherdstown		1052	209	12A	35	\$13,070.00	07/06/2012	N/A
1200086	07/06/2012	Lutman	David	07 Middleway		1110	618	8	3.34	\$13,070.00	07/06/2012	N/A
1200087	07/06/2012	Tim	Southern Home	06 Kabletown		1099	624	6C	132	\$13,070.00	07/06/2012	N/A
1200088	07/11/2012		Middleway	07 Middleway		1100	494	24	2	\$104.00	07/11/2012	N/A
1200089	07/11/2012	Dan Ryan		03 Charles Town				11D	98	\$12,808.00	07/11/2012	N/A
1200090	07/12/2012	Unger, Sr.	Kenneth	07 Middleway		679	102	28	2	\$13,070.00	07/12/2012	N/A
1200091	07/17/2012	French, Jr.	Robert	09 Shepherdstown		109	44	20	15	\$119.00	07/17/2012	N/A
1200092	07/17/2012	Dan Ryan		08 Ranson Corp				8D	68	\$9,668.00	07/17/2012	N/A
1200093	07/17/2012	Dan Ryan		08 Ranson Corp				8D	69	\$9,668.00	07/17/2012	N/A
1200094	07/17/2012	Dan Ryan		08 Ranson Corp				8D	70	\$9,668.00	07/17/2012	N/A
1200095	07/17/2012	Dan Ryan		08 Ranson Corp				8D	71	\$9,668.00	07/17/2012	N/A
1200096	07/17/2012	Dan Ryan		08 Ranson Corp				8D	72	\$9,668.00	07/17/2012	N/A
1200097	07/17/2012	Dan Ryan		08 Ranson Corp				8D	73	\$9,668.00	07/17/2012	N/A
1200098	07/17/2012	Dan Ryan		08 Ranson Corp				8D	74	\$9,668.00	07/17/2012	N/A
1200099	07/17/2012	Dan Ryan		08 Ranson Corp				8D	75	\$9,668.00	07/17/2012	N/A

Application Number	Date	Applicant Name	Project Name	Block	Page	Box	Category	Impact Fee	Start Date	End Date
Category: 110 - Impact Fees										
1200100	07/27/2012	Dan Ryan	03 Charles Town			11D	62	\$12,808.00	07/27/2012	N/A
1200101	07/31/2012	CVS 1428 WV.	03 Charles Town	1107	522	2B	1	\$15,804.00	07/31/2012	N/A
Category Count: 19								Category Total \$197,407.00		
TOTAL APPLICATIONS: 19								Grand Total \$197,407.00		

State of West Virginia,

COUNTY OF JEFFERSON

I, **Toni Milbourne**, do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of West Virginia.

I, **Toni Milbourne**, do solemnly swear or affirm that I will faithfully discharge and perform the duties of a member of the Jefferson County Parks and Recreation Commission to the best of my skill and judgment, and according to law. So help me God.

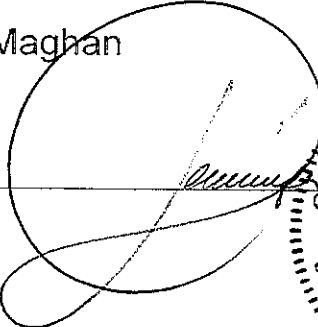
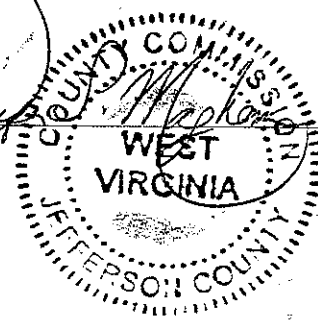
Signed 

The above oath was taken and subscribed on this 26th day of July, 2012 at the Jefferson County Court House, 100 East Washington Street, Charles Town, West Virginia.

WV Constitution Article IV, Section 5. Oath or affirmation to support the constitution.

Every person elected or appointed to any office, before proceeding to exercise the authority, or discharge the duties thereof, shall make oath or affirmation that he will support the constitution of the United States and the constitution of this state, and that he will faithfully discharge the duties of his said office to the best of his skill and judgment; and no other oath, declaration, or test shall be required as a qualification, unless herein otherwise provided.

Oath administered by Jennifer S. Maghan
Clerk of the County Commission

Signed  



HIGHWAY NEWS

WEST VIRGINIA DIVISION OF HIGHWAYS
DISTRICT FIVE

P. O. BOX 99 • BURLINGTON, WV 28710-0099 • (304) 289-3521

PRESS RELEASE

FOR IMMEDIATE RELEASE

July 30, 2012

Closure on Cattail Run Road due to Construction

BURLINGTON, W.Va. – The West Virginia Division of Highways (WVDOH) announces that Cattail Run Road (Jefferson County Route 9/3) is closed to through traffic.

The closure is located approximately 1.10 mile north of the intersection with Charles Town Road (WV Route 9) and will be in place for approximately two weeks for construction of the new four-lane Route 9. Motorists are advised to use WV Route 9 and US Route 340 as alternate routes.

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United States Department of the Interior



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

IN REPLY REFER TO:

L7617 (HAFE)

July 25, 2012

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

Re: Harpers Ferry National Historical Park
Expand Existing Transit Maintenance Facility
Environmental Assessment
Harpers Ferry, West Virginia

Dear County Commissioners:

The National Park Service has prepared an Environmental Assessment (EA) for expansion of the park's existing transit maintenance facility. Expansion of the transit maintenance facility is consistent with the 2010 General Management Plan for the park, as well as the 2012 Alternative Transportation Systems Plan, which, when implemented will expand the transportation system in the park.

The transit maintenance facility was constructed in 1992 and is generally in poor condition. The facility does not meet current industry safety standards and building codes or the park's existing and future transit maintenance needs. Although the facility was originally designed as a parking facility for buses, the building currently serves as both a bus storage and maintenance facility. Thus the facility needs be expanded and improved to meet the increased demands on the transportation fleet and to be fully functional as a bus garage, storage area, fuel depot, and an employee work place. Proposed site work would take place on 3 to 3.5 acres.

In the EA, the NPS has evaluated a number of options for the proposed action. A no-action alternative (Alternative A) and an action alternative, the proposed expansion of the existing transit maintenance facility (Alternative B), were examined. The NPS has chosen Alternative B, the action alternative, as the preferred alternative. The EA provides a description of these alternatives and their associated potential impacts on the environment.

You can view or download a copy of the EA at the NPS Planning, Environment, and Public Comment (PEPC) website:

<http://parkplanning.nps.gov/hafe>

Hard copies of the EA are available for review at the following locations, in addition to the Harpers Ferry Town Hall:

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JUL 25 2012



Jefferson County Commission

Bolivar-Harpers Ferry Public Library
151 Polk Street
Harpers Ferry, WV 25425

Harpers Ferry National Historical Park
485 Fillmore Street
Harpers Ferry, WV 25425

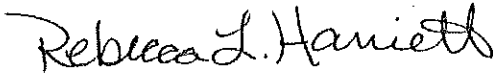
If you wish to comment on the EA, you can submit comments by mail or electronically through PEPC. Please note that any personal identifying information provided in your comment will become part of the public record and may be made publically available. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we'll be able to do so.

Comments should be mailed to:

Rebecca L. Harriett, Superintendent
Re: Transit Maintenance Facility EA
Harpers Ferry National Historical Park
485 Fillmore Street
Harpers Ferry, WV 25425

After analyzing comments received during the 30-day comment period, the NPS will either issue a Finding of No Significant Impact or determine the need to prepare an Environmental Impact Statement. The official distribution date for this EA is July 30, 2012, and the comment period will remain open until August 30, 2012.

Sincerely,



Rebecca L. Harriett
Superintendent

Sandy McDonald

From: jeffersoncountycommissionalerts-owner@jeffersoncountywv.org on behalf of Jefferson County Alerts [alerts@jeffersoncountywv.org]
Sent: Wednesday, August 01, 2012 11:06 AM
Subject: Save the date: August 16, 2012, 4:00 to 7:00 PM: WVDOH US 340 Informational Public Workshop

WVDOH to Hold Meeting on US 340 Corridor in Bolivar, WV

7/25/2012

Press Release Link - <http://www.transportation.wv.gov/communications/Press-Release/Pages/DOHtoHoldMeetingonUS340Corridor.aspx>

Charleston - The West Virginia Department of Transportation, Division of Highways (WVDOH), in cooperation with the Maryland Department of Transportation, the Virginia Department of Transportation and the Hagerstown/Eastern Panhandle Metropolitan Planning Organization will hold an informational public workshop on Thursday, August 16, 2012 at the Bolivar Community Center, 60 Panama Street, Bolivar, West Virginia. The public workshop is concerning the recurring congestion and mobility challenges along the US Route 340 corridor at Harpers Ferry. This will be a planning-level workshop through which WVDOH officials will seek public input regarding operational improvements within and adjacent to the US Route 340 corridor from Washington Street in West Virginia to Maryland State Route 67. Operational improvements include, but are not limited to evaluating the following: traffic signals, carpooling, park and ride locations, and other transit opportunities, etc.

NO FORMAL PRESENTATION WILL BE MADE. The public workshop will be held from 4:00 to 7:00 PM. Information identifying the area of interest and illustrating the purpose and need of the study will be displayed for discussion. Representatives from each State will be available. Verbal and written comments will be accepted during the meeting; written comments are requested by September 17, 2012.

Those wishing to file written comments may send them to Mr. Robert L. Pennington, P. E., Director, Program Planning and Administration Division, West Virginia Division of Highways, Capitol Complex Building 5, 1900 Kanawha Boulevard East, Charleston, West Virginia 25305-0430.

The West Virginia Department of Transportation will, upon request, provide reasonable accommodations including auxiliary aids and services necessary to afford an individual with a disability and equal opportunity to participate in our services, programs and activities. Please contact us at (304) 558-3931. Persons with hearing or speech impairments may reach all state agencies by calling (800) 982-8772 (voice to TDD) or (800) 982-8771 (TDD to voice), toll free.

Contact:

Brent H. Walker

304-558-0103

Brent.H.Walker@wv.gov

Eastern Panhandle West Virginia GIS Users Group Meeting

Sponsored by Region 9, Berkeley County IT, Jefferson County GIS

8:00AM – 3:30PM
Tuesday, August 21, 2012

Holiday Inn
301 Foxcroft Avenue • Martinsburg, WV

AGENDA

- 8:00AM – 8:30AM** *Registration (Salons A&B)*
- 8:30AM – 9:00AM** *Welcome & Introductions*
Carol Goolsby, Region 9 Planning and Development Council
Todd Fagan, Jefferson County GIS Department
- 9:00AM – 10:00AM** *Eastern West Virginia LiDAR Acquisition Project*
Josh Novac, Dewberry
- 10:00AM – 10:30AM** **BREAK** (*Refreshments provided by Region 9*)
- 10:30AM – 11:00AM** *Berkeley County Breaking Ground with Intelligent Web Maps*
Gary Wine, Berkeley County IT Department
Brad Songer, Esri
- 11:30AM – 12:00PM** *Use of GIS and Well Completion Reports in Jefferson County's Water Budget Study*
Jeremiah Sanders, Jefferson County GIS Department
Michael Maloy, Analytical Services
- 12:00PM – 1:00PM** **LUNCH** (*Provided onsite at Heatherfields Restaurant by Exhibitors*)
- 1:00PM – 1:30PM** *GIS Mapping Applications on iPad*
Lindsey Felton, Frederick County VA Planning Department
Jeremy Coulson, Frederick County VA IT Department
- 1:30PM – 2:00PM** *GPS and Advanced Photo Mapping*
Christine Iksic, Precision Laser Instruments

Winner of Map Gallery Competition Announced
- 2:00PM – 2:30PM** **BREAK** (*Refreshments provided by Region 9*)
- 2:30PM – 3:00PM** *Mapping Repetitive Loss Structures in Google Earth*
Matthew Pennington, Region 9 Planning and Development Council
- 3:00PM – 3:30PM** *Using ArcGIS.com*
Matthew Mullenax, Hagerstown/Eastern Panhandle MPO

Please RSVP by Friday, August 17, 2012.
(304) 263-1743 or kkeithley@region9wv.com



July 27, 2012

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

Dear Commissioner Noland:

minsec

The purpose of this letter is to inform you that MinSec Companies, LLC, has submitted an offer for RRC services, or "halfway house," services for federal offenders releasing to the Northern West Virginia area. This action is being taken in response to a request for proposals (RFP) issued by the Federal Bureau of Prisons (BOP). The BOP encourages full and open competition in the procurement of these services; consequently, other offerors may also be responding to this RFP.

As part of the RRC contracting process, the BOP requires that all offerors notify and seek input from the local law enforcement authority and two levels of locally elected government officials. This letter will serve as documentation of partial satisfaction of this requirement.

The proposed facility will be located at 1716 Kabletown Road, Charles Town, WV 25414. The property, located in Jefferson County, is a 10,000 square foot dwelling that sits on 10 acres of land. It is zoned for a group residential facility and adult vocational/training facility, and would effectively accommodate men and women transitioning home from prison.

The total term of the proposed contract is five (5) years. The estimated requirement specifies 15 beds for males and 4 beds for females at the beginning of the contract term, increasing incrementally to 35 beds for males and 15 beds for females at the end of the contract term. These numbers reflect the BOP's best estimates of bed space needs at this time. However, the proposed site will be able to accommodate up to 75 offenders, and the BOP may exceed its original estimates if there is an unanticipated need for additional bed space in this area. Performance is to begin on February 1, 2012, with contract award approximately 120 days prior to that date.

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AUG 01 2012

Jefferson County Commission

Commissioner Patricia Noland

7/27/12

Page 2

The BOP has a long history of transferring inmates who are within a few months of release to a contractor-operated RRC for transitional programming. These inmates have often been removed from the community for an extended period of time. Sound correctional practice suggests that RRC enhance public safety by offering offenders the opportunity to find employment, establish a residence, and re-enter the community through a structured, supportive environment.

The BOP takes its responsibility for contract oversight very seriously. Contract language establishes requirements for inmate accountability, programming, life safety, staffing, inmate discipline, urine and alcohol surveillance, and a variety of other areas. These requirements are closely monitored by BOP staff, who provide training and conduct both scheduled and unannounced on-site inspections.

Federal offenders at the RRC will come from two sources: inmates who are transferred from a prison to the RRC for pre-release programming, and offenders under the supervision of the U.S. Probation Office for whom residence at the RRC is a condition of supervision. Nationwide, the average RRC placement is three to four months in length, although longer placements are sometimes made.

MinSec Companies, LLC, operates community corrections facilities across the Commonwealth of Pennsylvania and understands the importance of community support in the rehabilitation of criminal offenders and their reintegration into society. Since 2001, MinSec has been contracted with the Federal Bureau of Prisons to operate its Philadelphia Residential Re-entry Center (RRC). Over the course of the past year, we have served 460 residents at our Luzerne RRC facility and developed lasting relationships within the surrounding community. Our Community Corrections Centers all achieve and maintain American Correctional Association Accreditation.

Since opening in 1995, MinSec has taken a holistic approach to rehabilitation by looking beyond the prison system to the person. We consider the spouse, the children and families of our clients as we help them prepare for their trip home. We help them consider the communities they will move back to and help them focus on their success as citizens and family members. Government programs eventually end and the hand-off between the prison and Transition Center is what ultimately determines success.

MinSec currently leads a Community Relations Committee in each community where their residents transition home. Through our Your Neighbors Count Programs we work to build relationships with agencies and churches in nearby

Commissioner Patricia Noland

7/27/12

Page 3

neighborhoods and would welcome your support and participation on our Community Relations Committee, if we are awarded this contract.

The BOP is currently evaluating all proposals that were submitted for this RFP. The BOP and MinSec invite you to express your support for or concerns about this proposed RRC facility. Comments may be directed to Jan R. Johns, Contracting Officer, Federal Bureau of Prisons, 320 First Street, NW, Washington, DC 20534. The phone number is (202) 307-3070. Please forward a copy of any correspondence to Tom Smith, MinSec Companies, LLC, 101 N. Providence Road, Wallingford, PA 19086. The phone number is (610) 892-9167.

Sincerely,

A handwritten signature in black ink that reads "Tom Smith". The signature is written in a cursive style with a large, sweeping initial "T".

Tom Smith
President

cc: Terence K. O'Hara, CFO
Kate Philips, VP of Marketing & Communications

Certified Mail # 7011 2970 0002 3911 0791
Return Receipt Requested