

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, AUGUST 23, 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

PRESENTATIONS:

1. 9:35 a.m. Photo Session with Legislators and Grant Recipients

APPROVAL OF MINUTES

- Regular Minutes of August 9, 2012
- Regular Minutes of August 16, 2012

APPROVAL OF PURCHASE ORDERS

APPROVAL OF ACCOUNTS PAYABLE

PUBLIC COMMENT

PRESENTATIONS CONTINUED:

2. 10:15 a.m. Recognition of Linda Ott for her 45 years of service to Jefferson County residents while working at CVS - Discussion/Action
3. 10:25 a.m. Jennifer Maghan, County Clerk
- Update on cost regarding the potential purchase of polling machines - Discussion/Action
4. 10:40 a.m. Interviews and Appointments to the following Board and Commission
- Board of Health - one unexpired term ending June 30, 2017 - Discussion/Action
- Planning Commission - one unexpired term ending March 31, 2014 - Discussion/Action
5. 10:55 a.m. Break

~~~~~**WORKSESSION**~~~~~

6. 11:00 a.m. Planning Commission recommendation regarding US 340 East Gateway Corridor Plan - Discussion/Action

**UNFINISHED BUSINESS**

7. Approval of FY2013 Budget Allocations - Discussion/Action

**NEW BUSINESS:**

8. Request for approval of a one-time grant in the amount of \$4,000 from the American Conservation Film Festival - Discussion/Action
9. Approval of contract with eCivics pertaining to researching, maintaining and reporting of Grants - Discussion/Action

**COUNTY ADMINISTRATOR REPORTS**

- Memorandum of Understanding
- Commissioner's Top Project Listing

**COUNTY COMMISSION REPORTS**

10. **ADJOURN**

**CORRESPONDENCE:**

Notice of County Commission meeting cancelled on Thursday, August 30, 2012 in observation of Labor Day.

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

Notice of Public Hearing on Thursday, September 6, 2012 concerning Zoning Ordinance Text Amendments at 7:00 p.m.

Letters of Oath received for Sharon Moskowitz and Ann Mountz.

Letter received from the West Virginia Division of Highways concerning expenditures for federal funds for fiscal years 2012-2017.

Email received from R. Dean & Linda Sissler concerning opposition to the proposed halfway house.

Email received from Ron Phifer concerning opposition to the proposed halfway house.

Invitation received from Region 9, the Department of Environmental Protection and the Eastern Panhandle Organization Homeowners Association for a work shop on Stormwater 101.

Article received from the West Virginia Association of Counties about the new Jail Director.

Invitation received from Mayor Auxer, III of Shepherdstown to join a series of events for the 250<sup>th</sup> Anniversary of Shepherdstown.

Weekly Settlement for Hollywood Casinos at Charles Town Races and Slot received for weeks ending August 11, 2012 received from the West Virginia Lottery.

*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 9, 2012**

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A meeting of the Jefferson County Commission was held on Thursday, August 9, 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 Patricia Noland, Dale Manuel, Lyn Widmyer, Frances Morgan and Walt Pellish. Also present were Debbie Keyser, Interim County Administrator, Debbie Stellato, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the August 9, 2012 meeting is available through the Jefferson County Commission Office.)

**PLEDGE OF ALLEGIANCE**

Commissioner Morgan led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Motion by Mr. Manuel to approve the Minutes of the August 2, 2012 regular meeting as presented. Motion seconded by Ms. Morgan and unanimously approved.

**APPROVAL OF PURCHASE ORDERS**

Motion by Ms. Morgan to approve Purchase Orders in the amount of \$10,051.56 being P. O. Nos.49918, 50993, 52030, 52063, 52064, 49954, 49919, and 52071. Motion seconded by Mr. Pellish and unanimously approved.

**APPROVAL OF ACCOUNTS PAYABLE**

Motion by Mr. Manuel to approve the accounts payable in the amount of \$317,570.02 for August 9, 2012. Motion seconded by Mr. Pellish and unanimously approved.

| CHCKNO | DEPT  | VENDOR                   | PONUM | POAMT       | NOAMT       | CHECK AMOUNT |
|--------|-------|--------------------------|-------|-------------|-------------|--------------|
| 067905 | 700   | AUTOZONE                 |       | \$ -        | \$ 493.37   | \$ 493.37    |
| 067905 | 717   | AUTOZONE                 |       | \$ -        | \$ 306.02   | \$ 306.02    |
| 067906 | 425   | ABH SERVICES, INC.       | 52049 | \$ 166.00   | \$ -        | \$ 166.00    |
| 067906 | 425   | ABH SERVICES, INC.       | 52072 | \$ 90.00    | \$ -        | \$ 90.00     |
| 067907 | ALLOC | AHA/ART&HUMANITIES ALLNC |       | \$ -        | \$ 2,394.43 | \$ 2,394.43  |
| 067908 | 413   | APPLE VALLEY OFF.PRODUCT | 49966 | \$ 71.18    | \$ -        | \$ 71.18     |
| 067909 | 425   | BATTERY MART             | 52058 | \$ 161.70   | \$ -        | \$ 161.70    |
| 067910 | 433   | B-K OFFICE SUPPLY INC    | 50855 | \$ 65.31    | \$ -        | \$ 65.31     |
| 067911 | 424   | BOLAND SERVICES          | 52829 | \$ 270.00   | \$ -        | \$ 270.00    |
| 067911 | 425   | BOLAND SERVICES          | 49945 | \$ 1,581.00 | \$ -        | \$ 1,581.00  |
| 067911 | 425   | BOLAND SERVICES          | 51117 | \$ 991.01   | \$ -        | \$ 991.01    |
| 067912 | 413   | CASTO & HARRIS INC       | 49967 | \$ 193.15   | \$ -        | \$ 193.15    |

|        |         |                             |       |             |               |               |
|--------|---------|-----------------------------|-------|-------------|---------------|---------------|
| 067913 | 424     | CHARLES TOWN UTILITY BRD    |       | \$ -        | \$ 83.94      | \$ 83.94      |
| 067913 | 425     | CHARLES TOWN UTILITY BRD    |       | \$ -        | \$ 776.54     | \$ 776.54     |
| 067914 | 440     | CHOICE STAFFING, INC.       |       | \$ -        | \$ 592.31     | \$ 592.31     |
| 067915 | 425     | DAYCON                      | 52052 | \$ 861.91   | \$ -          | \$ 861.91     |
| 067916 | PAYROLL | DELTA DENTAL OF WV          |       | \$ -        | \$ 5,633.04   | \$ 5,633.04   |
| 067917 | 424     | J.C.EHRLICH                 |       | \$ -        | \$ 34.00      | \$ 34.00      |
| 067917 | 425     | J.C.EHRLICH                 |       | \$ -        | \$ 489.48     | \$ 489.48     |
| 067918 | 425     | FIDELITY ENGINEERING        | 52053 | \$ 704.00   | \$ -          | \$ 704.00     |
| 067919 | 717     | FLEETPRIDE                  | 52070 | \$ 29.30    | \$ -          | \$ 29.30      |
| 067920 | PAYROLL | GUARDIAN - APPLETON         |       | \$ -        | \$ 1,677.30   | \$ 1,677.30   |
| 067920 | PAYROLL | GUARDIAN - APPLETON         |       | \$ -        | \$ 1,924.56   | \$ 1,924.56   |
| 067921 | 401     | INSIGHT A/V SERVICES        |       | \$ -        | \$ 225.00     | \$ 225.00     |
| 067922 | 425     | JEFF CO PUBLIC SER DEPT     |       | \$ -        | \$ 153.80     | \$ 153.80     |
| 067923 | ALLOC   | JEFFERSON COUNTY HISTORI    |       | \$ -        | \$ 2,394.43   | \$ 2,394.43   |
| 067924 | 717     | JIM'S AUTO REPAIR           | 52065 | \$ 40.00    | \$ -          | \$ 40.00      |
| 067925 | 712     | THE JOURNAL                 | 49783 | \$ 158.60   | \$ -          | \$ 158.60     |
| 067926 | 425     | JEFFERSON COUNTY SOLID      | 53045 | \$ 5.00     | \$ -          | \$ 5.00       |
| 067927 | 717     | JERRY'S FORD/LINCOLN/MER    | 52056 | \$ 134.18   | \$ -          | \$ 134.18     |
| 067928 | 401     | LEXISNEXIS/MATTHEW BENDE    |       | \$ -        | \$ 100.08     | \$ 100.08     |
| 067929 | 401     | MATTHEW BENDER & CO         |       | \$ -        | \$ 109.94     | \$ 109.94     |
| 067930 | 424     | MICROMAIN CORPORATION       | 52059 | \$ 595.00   | \$ -          | \$ 595.00     |
| 067931 | PAYROLL | VICTORIA MYERS              |       | \$ -        | \$ 80.99      | \$ 80.99      |
| 067932 | 439     | MANPOWER                    | 49953 | \$ 491.86   | \$ -          | \$ 491.86     |
| 067933 | PAYROLL | HIGHMARK WV                 |       | \$ -        | \$ 168,971.58 | \$ 168,971.58 |
| 067934 | ALLOC   | JEFF CO PARKS &             |       | \$ -        | \$ 16,000.00  | \$ 16,000.00  |
| 067934 | ALLOC   | JEFF CO PARKS &             |       | \$ -        | \$ 25,141.57  | \$ 25,141.57  |
| 067935 | 402     | PIFER OFFICE SUPPLY, INC    | 49965 | \$ 3.18     | \$ -          | \$ 3.18       |
| 067936 | ALLOC   | EASTERN PANHANDLE REGION    |       | \$ -        | \$ 10,816.25  | \$ 10,816.25  |
| 067937 | 424     | RODGERS CLOCK SERVICE       | 52029 | \$ 1,085.00 | \$ -          | \$ 1,085.00   |
| 067938 | 402     | RECORD MANAGEMENT<br>SOLUTN | 49696 | \$ 35.00    | \$ -          | \$ 35.00      |
| 067938 | 403     | RECORD MANAGEMENT<br>SOLUTN | 49887 | \$ 60.00    | \$ -          | \$ 60.00      |
| 067939 | PAYROLL | RETIREE HLTH BENEFIT TRS    |       | \$ -        | \$ 6,438.00   | \$ 6,438.00   |
| 067940 | 700     | STAPLES CREDIT PLAN         |       | \$ -        | \$ 1,544.74   | \$ 1,544.74   |
| 067940 | 711     | STAPLES CREDIT PLAN         |       | \$ -        | \$ 210.77     | \$ 210.77     |
| 067940 | 712     | STAPLES CREDIT PLAN         |       | \$ -        | \$ 968.08     | \$ 968.08     |
| 067941 | 711     | SOFTWARE COMPUTER GROUP     | 53192 | \$ 150.00   | \$ -          | \$ 150.00     |
| 067942 | 712     | SEN COMMUNICATIONS          | 49779 | \$ 267.47   | \$ -          | \$ 267.47     |
| 067943 | 425     | SHENANDOAH VALLEY WATER     |       | \$ -        | \$ 1,233.97   | \$ 1,233.97   |
| 067944 | PAYROLL | FRANCIS M. SCHIAVONE        |       | \$ -        | \$ 280.75     | \$ 280.75     |
| 067945 | PAYROLL | SHERIFF OF JEFFERSON CO     |       | \$ -        | \$ 6,509.29   | \$ 6,509.29   |

|              |         |                           |       |                     |                      |                      |
|--------------|---------|---------------------------|-------|---------------------|----------------------|----------------------|
| 067946       | 425     | THOS. SOMERVILLE CO       | 52061 | \$ 161.49           | \$ -                 | \$ 161.49            |
| 067947       | 424     | TRENARY SERVICE CO        | 52057 | \$ 297.00           | \$ -                 | \$ 297.00            |
| 067948       | 403     | UNITED SYSTEMS & SOFTWARE |       | \$ -                | \$ 199.00            | \$ 199.00            |
| 067949       | 424     | US POSTAL SERVICE         |       | \$ -                | \$ 20,000.00         | \$ 20,000.00         |
| 067950       | PAYROLL | UNICARE EAP               |       | \$ -                | \$ 322.20            | \$ 322.20            |
| 067951       | 425     | VALLEY HARDWARE COMPANY   | 52066 | \$ 8.83             | \$ -                 | \$ 8.83              |
| 067952       | ALLOC   | JEFFERSON CO CONVENTION   |       | \$ -                | \$ 29,930.44         | \$ 29,930.44         |
| 067953       | 425     | WM OF WEST VIRGINIA, INC  |       | \$ -                | \$ 882.08            | \$ 882.08            |
| 067953       | 716     | WM OF WEST VIRGINIA, INC  |       | \$ -                | \$ 95.66             | \$ 95.66             |
| 067954       | 402     | XEROX CORPORATION         | 49705 | \$ 1,383.26         | \$ -                 | \$ 1,383.26          |
| 067954       | 439     | XEROX CORPORATION         | 49952 | \$ 495.98           | \$ -                 | \$ 495.98            |
| <b>TOTAL</b> |         |                           |       |                     |                      | <b>\$ 317,570.02</b> |
| <b>TOTAL</b> |         |                           |       | <b>\$ 10,556.41</b> | <b>\$ 307,013.61</b> | <b>\$ 317,570.02</b> |

Nichelle Hosby, Executive Secretary to the Commission, introduced Eric and Kenneth, two new interns from Job Corps. They will be assisting Debbie Keyser and Sandy McDonald in the County Commission Office for several weeks.

**PUBLIC COMMENT:**

Gerald Bayer is producing “The Anvil,” a play about the trial, conviction and hanging of John Brown. Mr. Bayer requested approval to use the Courthouse from September 18 – September 23, 2012, and authorize costs for Jefferson County security for the Courthouse during those dates. This matter is scheduled to be heard later in the agenda.

**PRESENTATIONS:**

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

**NOTICE OF EXONERATION:**

Angie Banks, County Assessor, requested exoneration for Ellen Walters in the amount of \$67.01. Motion by Ms. Widmyer to approve the exoneration of \$67.01 for Ticket No. 304732. Motion seconded by Ms. Morgan and unanimously approved.

| Name          | District     | Type              | Ticket No. | Amount  |
|---------------|--------------|-------------------|------------|---------|
| Ellen Walters | Charles Town | Personal Property | 304732     | \$67.01 |

**NOTICE OF EXONERATION:**

Angie Banks, County Assessor, requested exoneration for Darrell and Ruth Carr in the amount of \$46.22. Motion by Mr. Manuel to approve the exoneration of \$67.01 for Darrell and Ruth Carr, Ticket No. 301014. Motion seconded by Mr. Pellish and unanimously approved.

| Name                | District     | Type              | Ticket No. | Amount  |
|---------------------|--------------|-------------------|------------|---------|
| Darrell & Ruth Carr | Charles Town | Personal Property | 301014     | \$46.22 |

**NOTICE OF EXONERATION:**

Angie Banks, County Assessor, requested exoneration for Thomas M. Flanagan in the amount of \$224.16. Motion by Ms. Morgan to approve the exoneration of \$224.16 for Thomas M. Flanagan, Ticket No. 301750. Motion seconded by Mr. Manuel and unanimously approved.

| Name              | District     | Type              | Ticket No. | Amount   |
|-------------------|--------------|-------------------|------------|----------|
| Thomas M Flanagan | Charles Town | Personal Property | 301750     | \$224.16 |

**2. Paul Shroyer, Director of Financial Management, brought the following items on for consideration:**

- **Budget Revision #3 for law enforcement step increase in salary schedule. Mr. Shroyer and Lt. Tom Hansen** stated that law enforcement was one step behind the rest of the county with regard to salary increases. BR #3 would require additional funding from the County Commission in the amount of \$83,683.53 to come from the carryover fund balance and appropriated to Law Enforcement Wages and Benefits.

The Commission directed Debbie Keyser to review the matter and provide her recommendation at next week's meeting.

Motion by Mr. Manuel to move this item to next week's agenda and to consider Ms. Keyser's recommendation at that time. Motion seconded by Mr. Pellish and unanimously approved.

- **Budget Revision #5 – increasing Engineering Department budget by \$25,000 to pay for part-time employees. The funds would be deducted from the County Commission Capital Outlay Fund.**

Motion by Mr. Manuel to approve the \$25,000 increase for Engineering Department part-time employees and deduct that amount from the County Commission Outlay Fund. Motion seconded by Ms. Morgan and unanimously approved.

- **Return of \$6,196.57 in unclaimed property from the State of West Virginia.**

The County Commission received a check from the State of West Virginia in the amount of \$6,196.57 for unclaimed property appropriated to Jefferson County. No action necessary by the Commission.

- **Mr. Shroyer prepared a year end budget analysis for FY2011 -- FY2013 and explained the analysis for the Commissioners.**

There were several concerns by the Commissioners:

1. The approximate \$417,000 shortfall between Emergency Communications 911 costs and E911 income.
2. Jail costs.
3. General government being 54% of County costs. The Commission directed Mr. Shroyer to prepare a detailed account of what is contained in the 54%. Mr. Shroyer will submit his report at next week's meeting.

The Commission directed Ms. Keyser to have the Budget Analysis posted on the web.

3. **Request for approval of The Anvil play security costs for the period September 18, 2012 through September 23, 2012. Security costs are expected to be approximately \$1,050.00.**

Motion by Ms. Morgan to approve security costs of \$1,050.00 for The Anvil play for the period September 18, 2012 through September 23, 2012. Motion seconded by Ms. Widmyer and unanimously approved.

4. **Decision on hiring County Commission Civil Counsel.**

The Commissioners agreed they do not have sufficient information to make a decision at this time. They directed this item be held over for two weeks and placed on the August 23, 2012 agenda.

5. **Filling of Civil Counsel position.**

By general consensus the Commission directed this related item be held over and placed on the August 23, 2012 agenda.

**The Commission took a 10 minute break at 10:25 a.m.**  
**The Commission reconvened the meeting at 10:35 a.m.**

6. **Bill Polk, Maintenance Director, and Jacob Callas, discussed:**

- **Landscaping at the Courthouse** – Mr. Polk advised the landscaping for the Courthouse is estimated to cost \$100,000 to \$110,000. Different types of materials for the sidewalk and porch, including bluestone, are being considered; taking into account appearance, cost, durability and safety.
- **Column repair on Courthouse** – Mr. Polk advised the Commission of two options: 1) remove the lead paint and repaint the columns at a cost of approximately \$97,000 or paint the columns as they are for a cost of \$14,000 including the brick wall under the porch.

Ms. Noland suggested that the Courthouse Committee discuss these issues and make recommendations to the Jefferson County Commission.

Ms. Morgan suggested contacting the Historic Landmarks Commission and asking them to discuss and make recommendations to the Courthouse Committee and the Jefferson County Commission.

- **Proposed New Telephone System** - Bill Polk and Tom Riley from Accurate Systems requested Accurate Systems be the consultant, for a \$15,000 fee, to assist with an RFP and implementation of an estimated \$150,000 new telephone system.

Motion by Mr. Manuel to award a \$15,000 consultant fee to Accurate Systems to assist in developing an RFP for a new telephone system. Motion seconded by Ms. Morgan and carried 4 to 1, with Ms. Widmyer voting against.

7. **Todd Fagan, Director of GIS/Addressing explained his request for assistance for grant funding under the West Virginia Assistance Grants Program (WVTAGP) and WV Broadband Mapping Program (WVBMP).** Mr. Fagan reported that he wrote two applications for grants for \$30,000 each.

Motion by Mr. Manuel to approve a match of \$15,000 each for the two projects, each requiring a \$7,500 match and \$8,875 in kind match. Motion seconded by Ms. Widmyer and unanimously approved. The motion will be placed on the agenda for next week to be ratified.

8. **Approval of FY2013 Budget Allocations.**

By general consensus the Commissioners agreed to have this item placed on next week's agenda for consideration at that time.

**9. Approval of a \$10,000 fund request from South Jefferson Public Library.**

Original motion by Ms. Morgan to approve the \$10,000 fund request by South Jefferson Public Library. Motion seconded by Ms. Widmyer.

Mr. Manuel amended the motion to include \$10,000 each be funded to the three rural fire companies not funded by municipalities (Middleway, Bakerton and Blue Ridge Mountain Fire Company) similar to South Jefferson Public Library which is not funded by any municipality. Ms. Noland seconded the amendment for purposes of discussion. The amendment failed 4 to 1, with Mr. Pellish, Ms. Widmyer, Ms. Morgan and Ms. Noland voting against.

Ms. Noland requested that St. Andrews Community Library on the Blue Ridge Mountain be considered for an allocation of \$10,000. St. Andrews was allocated \$2,500 last year. After discussion, Ms. Noland withdrew her request.

Motion by Mr. Manuel to fund St. Andrews Community Library for \$10,000 making the allocation equal to the amount approved for South Jefferson Public Library. Ms. Noland seconded the motion. Ms. Widmyer suggested making the allocation contingent upon receiving a letter from St. Andrews stating they will accept the funds and for what purpose the funds will be used. The motion failed 3 to 2 with Mr. Pellish, Ms. Morgan and Ms. Noland voting against.

A vote was taken on the original motion to approve the \$10,000 funding request by South Jefferson Public Library and the motion was unanimously approved.

**10. Approval of Agreement/Contract with Keller Williams concerning the Briel Building.**

No action was taken.

**11. Rescind vote of appointment to the Board of Health due to an error in magisterial districts.**

Motion by Ms. Morgan to rescind the appointment of Anna Mary Walsh as there is already the maximum number of members from Shepherdstown on the Board. The current makeup of the Board does not allow appointment of another Shepherdstown resident due to regulations of geographic districts. Motion seconded by Mr. Pellish and unanimously approved. By unanimous consent the Commission agreed to send Ms. Walsh a thank you note.

**12. 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.**

The Commission agreed to discuss this matter after the lunch break when legal counsel, Stephanie Grove, can be present.

**13. Additional \$28,000 for the fire companies – each fire company would receive \$65,000 instead of \$61,000.**

Motion by Mr. Manuel to allocate an additional \$4,000 to each of the seven fire companies to restore funds to the level prior to budget cuts. Ms. Noland seconded the motion for discussion purposes only. The vote failed 4 to 1 with Mr. Pellish, Ms. Widmyer, Ms. Noland and Ms. Morgan voting against.

**COUNTY ADMINISTRATOR REPORTS**

**Interim County Administrator, Debbie Keyser:**

- Attended the County Commissioners Association of West Virginia (CCAWV) meeting this week.

**COUNTY COMMISSIONER REPORTS**

**Commissioner Widmyer:**

- Mentioned that NACO now has discount prescription cards.
- Directed that the meeting with the WVDOH on Wednesday, August 15, 2012 at 2:00 p.m. be put on the County

Commission website.

- Requested an update on the status of digitizing the Commission's records.
- Met with Roger Goodwin regarding impact fee issues.

**Commissioner Manuel:**

- Met with Homeland Security and Emergency Management.
- Conference call with the JC Parks and Recreation Commission regarding the Hite Road Park access road.
- Made calls to the Governor and the WVDOH in an attempt to make the access road happen.

**Commissioner Pellish:**

- Nothing significant to report this week.

**Commissioner Morgan:**

- Attended a Jefferson County Board of Health meeting.
- Attended a Partisan meeting in Moorefield, WV.
- Attended a Horseman's Benevolent Protective Association (HBPA) event at the Charles Town Race Track.
- Attended a Berkeley/Jefferson Day Center meeting.

**Commissioner Noland:**

- Nothing to report.

The Commission recessed for lunch at 12:33 p.m. A public hearing was held at 1:30 p.m. on bonding/tolling. The Commission resumed its regular meeting after the public hearing.

**14. 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 completed.**

Legal counsel, Stephanie Grove, was present and confirmed per State Code that legally the funds could be moved since the purpose of the special account had been accomplished. Ms. Widmyer requested Ms. Grove to put her legal opinion in writing showing the purpose had been met.

Original motion by Mr. Manuel to reapportion the funds from the Special Cement Mill account into an account for Jefferson County Parks and Recreation for capital projects. Ms. Noland seconded the motion for discussion purposes.

Ms. Morgan stated she would like to see something done by Parks and Recreation for veterans at Hite Road.

Mr. Pellish believes Shepherdstown Library should be allocated funds.

Mr. Manuel amended his original motion by adding "the Commission approve the reapportionment of funds from the Special Cement Mill account to reimburse the Historic Landmarks Commission for funds previously expended for deed transfers and other costs. The remaining funds should be to the Parks and Recreation Commission for a pavilion or something similar to honor and serve veterans. Motion seconded by Ms. Widmyer.

Mr. Pellish amended the motion to state that 50% of the Cement Mill Property money be allocated to the Shepherdstown Library, 40% be allocated to Parks and Recreation for the veterans' memorial and the remaining 10% to Historic Landmarks for fees previously paid. Ms. Noland seconded the amendment for discussion purposes. Amendment failed 3 to 2 with Ms. Widmyer, Ms. Morgan and Mr. Manuel voting against.

A vote was taken on Mr. Manuel's amended motion. Motion carried 3 to 2, with Ms. Morgan and Mr. Pellish voting against.

There being no further business, the meeting was adjourned until Thursday, August 16, 2012 at 9:30 a.m.

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PATRICIA A. NOLAND

**Minutes**  
**Jefferson County Commission**  
**Thursday, August 16, 2012**

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A meeting of the Jefferson County Commission was held on Thursday, August 16, 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 Patricia Noland, Dale Manuel, Lyn Widmyer, Frances Morgan and Walt Pellish. Also present were Debbie Keyser, Interim County Administrator, Nichelle Hosby, Executive Assistant and Jimmy Eddie, Bailiff. (An audio tape of the August 16, 2012 meeting is available through the Jefferson County Commission Office.)

**PLEDGE OF ALLEGIANCE**

Commissioner Pellish led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Unanimous consent to holdover the Regular Minutes of the August 9, 2012 meeting until Thursday, August 23, 2012 meeting.

Motion by Ms. Morgan to approve the Bonding Policy Public Hearing Minutes of the August 9, 2012 as presented. Motion seconded by Mr. Manuel and unanimously approved.

Motion by Ms. Morgan to approve the Public Hearing Minutes concerning the potential purchase of the Briel Building of the July 19, 2012 as presented. Motion seconded by Mr. Pellish and unanimously approved.

**APPROVAL OF PURCHASE ORDERS**

Motion by Ms. Morgan to approve the Purchase Orders in the amount \$139,108.00, being purchase order number: 49969, 49906, 50062, 52033, 52038, 52039, 52040, 52032, 49806, 49805, 52042, 52043, 52044, 52045, 49636, 50031, 50797, 52073, 52074, 52075, 51129. Motion seconded by Mr. Pellish and unanimously approved.

**APPROVAL OF ACCOUNTS PAYABLE**

Motion by Mr. Manuel to approve the accounts payable in the amount of \$165,647.89 for August 16, 2012. Motion seconded by Mr. Pellish and unanimously approved.

| CHCKNO | DEPT    | VENDOR                   | PONUM | POAMT     | NOAMT        | CHECK AMOUNT |
|--------|---------|--------------------------|-------|-----------|--------------|--------------|
| 067957 | 712     | APCO INTERNATIONAL INC   | 50993 | \$ 404.00 | \$ -         | \$ 404.00    |
| 067958 | 406     | ASSESSOR OF JEFFERSON CO | 49850 | \$ 45.03  | \$ -         | \$ 45.03     |
| 067959 | 425     | ALLIANCE ELECTRIC LLC    | 52071 | \$ 90.00  | \$ -         | \$ 90.00     |
| 067960 | PAYROLL | BUREAU F/CHILD SUPPORT   |       | \$ -      | \$ 49.85     | \$ 49.85     |
| 067961 | PAYROLL | BUREAU F/CHILD SPprt ENF |       | \$ -      | \$ 212.31    | \$ 212.31    |
| 067962 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -      | \$ 461.54    | \$ 461.54    |
| 067963 | 401     | BRWC-BLUE RIDGE WATERSHE |       | \$ -      | \$ 15,000.00 | \$ 15,000.00 |

|        |         |                          |       |             |              |              |
|--------|---------|--------------------------|-------|-------------|--------------|--------------|
| 067964 | PAYROLL | CHILD SUPPORT ENFORCE AG |       | \$ -        | \$ 27.69     | \$ 27.69     |
| 067965 | 440     | CHOICE STAFFING, INC.    |       | \$ -        | \$ 567.00    | \$ 567.00    |
| 067966 | 425     | DAYCON                   | 52046 | \$ 37.60    | \$ -         | \$ 37.60     |
| 067967 | PAYROLL | DIVERSIFIED COLLECTION   |       | \$ -        | \$ 154.83    | \$ 154.83    |
| 067968 | 402     | SHAKIRA L. FIELDS        |       | \$ -        | \$ 89.00     | \$ 89.00     |
| 067969 | 424     | HASLER INC.              | 52041 | \$ 79.98    | \$ -         | \$ 79.98     |
| 067970 | PAYROLL | ING NATIONAL TRUST       |       | \$ -        | \$ 1,135.00  | \$ 1,135.00  |
| 067971 | 439     | JEFFERSON COUNTY HISTORI | 49954 | \$ 200.00   | \$ -         | \$ 200.00    |
| 067972 | 425     | JEFFERSON UTILITIES INC  |       | \$ -        | \$ 499.76    | \$ 499.76    |
| 067973 | PAYROLL | JEFFERSON SECURITY BANK  |       | \$ -        | \$ 40.00     | \$ 40.00     |
| 067973 | PAYROLL | JEFFERSON SECURITY BANK  |       | \$ -        | \$ 4,260.48  | \$ 4,260.48  |
| 067974 | 712     | LANGUAGE LINE SERVICES   |       | \$ -        | \$ 40.98     | \$ 40.98     |
| 067975 | 412     | JUDITH A MATLICK         |       | \$ -        | \$ 68.84     | \$ 68.84     |
| 067976 | 424     | VERIZON BUSINESS         |       | \$ -        | \$ 1,131.64  | \$ 1,131.64  |
| 067977 | 440     | MICHAEL MONAGHAN         |       | \$ -        | \$ 97.00     | \$ 97.00     |
| 067978 | 412     | SHAY MCNEIL              |       | \$ -        | \$ 84.36     | \$ 84.36     |
| 067979 | PAYROLL | HELEN M. MORRIS, TRUSTEE |       | \$ -        | \$ 150.00    | \$ 150.00    |
| 067980 | PAYROLL | NATIONWIDE RETIREMENT    |       | \$ -        | \$ 774.00    | \$ 774.00    |
| 067981 | 402     | KAREN OLDEN              |       | \$ -        | \$ 89.00     | \$ 89.00     |
| 067982 | 405     | POSTMASTER CHARLES TOWN  | 50030 | \$ 86.00    | \$ -         | \$ 86.00     |
| 067983 | 712     | PROMOS 911,INC.          | 49810 | \$ 1,439.60 | \$ -         | \$ 1,439.60  |
| 067984 | 425     | POTOMAC EDISON/OH        |       | \$ -        | \$ 2,595.47  | \$ 2,595.47  |
| 067985 | 425     | REESE'S NURSERY&LANDSCAP | 52064 | \$ 225.00   | \$ -         | \$ 225.00    |
| 067986 | 401     | SOFTWARE SYSTEMS, INC    |       | \$ -        | \$ 1,355.70  | \$ 1,355.70  |
| 067986 | 402     | SOFTWARE SYSTEMS, INC    |       | \$ -        | \$ 576.00    | \$ 576.00    |
| 067986 | 403     | SOFTWARE SYSTEMS, INC    |       | \$ -        | \$ 1,361.50  | \$ 1,361.50  |
| 067986 | 404     | SOFTWARE SYSTEMS, INC    |       | \$ -        | \$ 753.00    | \$ 753.00    |
| 067986 | 406     | SOFTWARE SYSTEMS, INC    |       | \$ -        | \$ 70.00     | \$ 70.00     |
| 067986 | 700     | SOFTWARE SYSTEMS, INC    |       | \$ -        | \$ 213.50    | \$ 213.50    |
| 067987 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 85.26     | \$ 85.26     |
| 067987 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 38.72     | \$ 38.72     |
| 067987 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 23.78     | \$ 23.78     |
| 067987 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 36,512.98 | \$ 36,512.98 |
| 067987 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 138.86    | \$ 138.86    |
| 067987 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 10,181.30 | \$ 10,181.30 |
| 067988 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 146.52    | \$ 146.52    |
| 067988 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 43,872.82 | \$ 43,872.82 |
| 067988 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 118.84    | \$ 118.84    |
| 067989 | 425     | CAPITAL TRISTATE         | 49919 | \$ 932.18   | \$ -         | \$ 932.18    |
| 067990 | 425     | UNITED BANKCARD CENTER   | 51048 | \$ 210.94   | \$ -         | \$ 210.94    |
| 067990 | 428     | UNITED BANKCARD CENTER   | 49905 | \$ 239.99   | \$ -         | \$ 239.99    |

|              |     |                          |       |                    |                      |                      |
|--------------|-----|--------------------------|-------|--------------------|----------------------|----------------------|
| 067990       | 401 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 639.62            | \$ 639.62            |
| 067990       | 401 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 784.00            | \$ 784.00            |
| 067990       | 401 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 465.00            | \$ 465.00            |
| 067990       | 402 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 117.06            | \$ 117.06            |
| 067990       | 402 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 69.90             | \$ 69.90             |
| 067990       | 402 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 119.54            | \$ 119.54            |
| 067990       | 403 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 735.94            | \$ 735.94            |
| 067990       | 405 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 589.97            | \$ 589.97            |
| 067990       | 412 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 444.88            | \$ 444.88            |
| 067990       | 415 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 77.07             | \$ 77.07             |
| 067990       | 424 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 106.98            | \$ 106.98            |
| 067990       | 424 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 25,255.42         | \$ 25,255.42         |
| 067990       | 425 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 43.40             | \$ 43.40             |
| 067990       | 425 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 90.68             | \$ 90.68             |
| 067990       | 425 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 156.95            | \$ 156.95            |
| 067990       | 425 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 13.41             | \$ 13.41             |
| 067990       | 428 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 269.38            | \$ 269.38            |
| 067990       | 433 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 690.07            | \$ 690.07            |
| 067990       | 433 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 21.95             | \$ 21.95             |
| 067990       | 700 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 101.00            | \$ 101.00            |
| 067990       | 700 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 69.94             | \$ 69.94             |
| 067990       | 700 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 91.84             | \$ 91.84             |
| 067990       | 700 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 176.90            | \$ 176.90            |
| 067990       | 700 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 624.32            | \$ 624.32            |
| 067990       | 711 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 213.06            | \$ 213.06            |
| 067990       | 711 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 561.92            | \$ 561.92            |
| 067990       | 712 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 2,815.99          | \$ 2,815.99          |
| 067990       | 712 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 253.39            | \$ 253.39            |
| 067990       | 716 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 80.17             | \$ 80.17             |
| 067990       | 717 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 106.95            | \$ 106.95            |
| 067990       | 717 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 36.68             | \$ 36.68             |
| 067990       | 717 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 770.10            | \$ 770.10            |
| 067990       | 717 | UNITED BANKCARD CENTER   |       | \$ -               | \$ 589.62            | \$ 589.62            |
| 067991       | 717 | WILLIAMS MOTOR PARTS, IN | 49918 | \$ 949.94          | \$ -                 | \$ 949.94            |
| 067992       | 425 | WINCHESTER SECURITY LLC  | 52063 | \$ 547.00          | \$ -                 | \$ 547.00            |
|              |     |                          |       |                    |                      |                      |
| <b>TOTAL</b> |     |                          |       |                    |                      | <b>\$ 165,647.89</b> |
| <b>TOTAL</b> |     |                          |       | <b>\$ 5,487.26</b> | <b>\$ 160,160.63</b> | <b>\$ 165,647.89</b> |

## **PUBLIC COMMENT:**

Comments were made by the following individuals concerning their opposition to MinSec proposal for a “halfway house” on Kabletown Road: Jane Rissler, Robin Huyett Thomas, Linda Kirby, Brian Bellman, Marilyn Harwood, Ken Harwood, David Hammer, Virginia Lynch Graf, Todd & Susan Hough, James Tolbert, Roger Ethier, David Tabb and Janet Tilton.

### **1. Unanimous consent to amend the agenda and move item number 7 – Approval to send letter concerning the MinSec Companies RFP to Federal Bureau of Prisons for a “halfway house” to the top of the agenda.**

Motion by Ms. Morgan to send a letter to oppose the MinSec request for a halfway house. Motion seconded by Mr. Manuel.

Amended motion by Mr. Manuel to send a copy of the opposition letter to Senator Manchin and the legislation. Amendment accepted by Ms. Morgan.

Amendment by Ms. Widmyer to notify the Federal Bureau of Prisons that the local elected officials should be notified when solicitation such as this is sent out for bids. Motion died due to lack of a second.

Motion by Ms. Morgan to have staff draft a letter to the Federal Bureau of Prisons stating there is unanimous consent from the Commission opposing the project, it was inappropriate protocol to not provide the prospective counties with an RFP/formal notice of their intent, that the project violates the zoning ordinance, the project faces citizen opposition and that the letter be copied to legislators, MinSec and the President of all County Commissions affected. Motion seconded by Mr. Manuel and unanimously approved.

## **PRESENTATIONS:**

### **2. There were no Exonerations to be presented.**

### **3. Jeff Polczynski, Director of Emergency Communication, gave an update on the Public Safety CAD RFP bid process, Indicating the RFP is ready for distribution.**

Motion by Mr. Manuel to move approval to begin the bid process with regard to the CAD System. Motion seconded by Ms. Morgan and unanimously approved.

### **4. Paul Shroyer, Director of Financial Management gave a follow-up report on financial statistics that are included under County Government accounts and on the Budget Analysis by Governmental Fiscal Year End June 30, 2012.**

### **5. The Commissioners took a short break at 10:56 a.m. The Commissioners reconvened the meeting at 11:06 a.m.**

## **UNFINISHED BUSINESS**

### **6. Approval of State Budget Revision #3.**

Debbie Keyser, Interim County Administrator gave a brief overview of the budget revision request. Lieutenant Tom Hansen was present and gave comment.

Motion by Mr. Pellish to approve an increase of \$83,000 to the Sheriff's wages and benefit line from the County Commission budget. Motion seconded by Mr. Manuel and unanimously approved.

7. **Stephanie Grove, Assistant Prosecuting Attorney** gave an update on Affordable Housing.

Motion by Mr. Manuel to authorize Ms. Grove to construct an ordinance for review on the Affordable Housing component.

Motion seconded by Ms. Morgan and unanimously approved.

This item is to be placed on the Thursday, September 6, 2012 agenda.

**NEW BUSINESS**

1. **Request for approval of Grant Contract, Resolution and Letter of Agreement for the Community Participation Grant in the amount of \$4,000 for the Jefferson County Parks and Recreation**

Motion by Mr. Manuel to approve the Grant Contract, Resolution and Letter of Agreement for the Community Participation Grant in the amount of \$4,000 for the Jefferson County Parks and Recreation. Motion seconded by Ms. Morgan and unanimously approved.

**RESOLUTION**

The County Commission of Jefferson County, met on August 16<sup>th</sup>, 2012 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Jefferson County Parks and Recreation to grade, level and gravel the entrance road a Leetown Park with funds made available through the Governor's Community Participation Grant program in the amount of \$4,000.

**NOW, THEREFORE BE IT RESOLVED**, that the Jefferson County Commission hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: \_\_\_\_\_  
COUNTY CLERK

12LEDA0392

2. **Request for approval of Grant Contract, Resolution and Letter of Agreement for the Community Participation**

**Grant in the amount of \$15,000 for the Harpers Ferry Historic Town Foundation.**

Motion by Ms. Morgan to approve the Grant Contract, Resolution and Letter of Agreement for the Community Participation Grant in the amount of \$15,000. Motion seconded by Mr. Manuel and unanimously approved.

**RESOLUTION**

The County Commission of Jefferson County, met on August 16<sup>th</sup>, 2012 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Harpers Ferry Historic Town Foundation to conduct a feasibility study for community development, economic development, and tourism in Jefferson County with funds made available through the Governor's Community Participation Grant program in the amount of \$15,000.

**NOW, THEREFORE BE IT RESOLVED**, that the Jefferson County Commission hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: \_\_\_\_\_  
COUNTY CLERK

09LEDA0837N

**3. Ratify approval of County application for grant funding under the West Virginia Assistance Grants Program (WVTAGP) and WV Broadband Mapping Program (WVBMP)**

Motion by Mr. Manuel to approve the County application for grant funding under the West Virginia Assistance Grants Program and WV Broadband Mapping Program. Motion seconded by Ms. Morgan and unanimously approved.

**COUNTY ADMINISTRATOR REPORTS**

**Debbie Keyser, Interim County Administrator:**

- Reminded the Commission to review the video that she sent them.
- Reported on the meeting with Jennifer Maghan concerning Bailiff's handling security for the Anvil Play and that the

- Sheriff is in favor of this.
- Reported that she had a meeting with Jefferson County Emergency Services regarding their Strategic Plan.
- Reported she is taking articles for the next newsletter.

## **COUNTY COMMISSIONER REPORTS**

### **Commissioner Widmyer:**

- Invited the Commission to the Ranson Football kickoff this weekend.
- Reported on the Parade for the Appalachian Trail in Harpers Ferry.
- Attended the Department of Highways US 340 Gateway meeting.
- Reminder of the Martin Delany Birthday celebration.

### **Commissioner Manuel:**

- Attended a Teen Court meeting.
- Attended the Department of Highways US 340 Gateway meeting.
- Reminder that the Jefferson County Fair begins on Sunday.

### **Commissioner Pellish:**

- Attended a Jefferson County Development Authority Executive Committee meeting.
- Attended a Jefferson County Planning Commission meeting.
- Commented on the video sent by Ms. Keyser concerning safety in an office.
- Commented on the sheet for contribution disbursement.

### **Commissioner Noland:**

- Attended the CVB meeting.
- Attended the Special Session on County Administrator applications.

#### **4. Ms. Grove requested an Executive Session to discuss a Deputy Claim under West Virginia State Code 6-9A-4.**

Motion by Mr. Manuel to enter into Executive Session to discuss the Deputy's legal claim. Motion seconded by Ms. Widmyer and unanimously approved.

Motion by Mr. Manuel to exit Executive Session and to break for lunch. Motion seconded by Ms. Widmyer and unanimously approved.

**The Commission reconvened the meeting at 1:35 p.m.**

### **Work Session on Potential Amendments to the Zoning Ordinance Text regarding the Creation of New Commercial and Industrial Zoning Categories.**

Brief overview and presentation by Jennifer Brockman, Director of Planning and Zoning and Steve Barney, Zoning Administrator.

The Commission decided to continue the Work Session on Thursday, September 6, 2012 due to the 2:30 p.m. Special Session.

### **Decision on potential purchase of the Briel Building.**

Paul Shroyer, Director of Financial Management gave a brief overview of a cost analysis concerning options in purchasing the Briel Building.

Ralph Lorenzetti was present and gave comments.

Stephanie Grove, Assistant Prosecuting Attorney gave comments.  
Roger Ramey was present and gave comment.

Motion by Mr. Manuel to enter into Executive Session to discuss the potential purchase and offer of the Briel Building.  
Motion seconded by Ms. Widmyer and unanimously approved.

Motion by Mr. Manuel to exit Executive Session and enter back into regular session. Motion seconded by Ms. Widmyer and unanimously approved.

Motion by Mr. Pellish to authorize Debbie Keyser and Stephanie Grove to begin negotiations for purchasing the Briel Building.  
Motion seconded by Mr. Manuel and approved 4-1. Ms. Morgan voted no.

There being no further business, motion by Mr. Manuel to adjourn the meeting. Motion seconded by Mr. Pellish and unanimously approved. Upon rising, the meeting was adjourned until Thursday, August 23, 2012 at 9:30 a.m.

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PATRICIA A. NOLAND

## PURCHASE ORDERS TO BE APPROVED

**August 23, 2012**

| DEPARTMENT         | PURCHASE ORDER | AMOUNT             | VENDOR                           | DESCRIPTION                              |
|--------------------|----------------|--------------------|----------------------------------|------------------------------------------|
|                    |                |                    |                                  |                                          |
| CENTRAL GARAGE     | 50072          | \$ 270.40          | Miller, Chrysler, Jeep Dodge Ram | Cooling Fan (Sheriff office)             |
|                    | 52047          | \$ 100.12          | Thomassen Ford                   | Mirror Assembly & insulator              |
|                    |                |                    |                                  |                                          |
| CIRCUIT CLERK      | 49889          | \$ 175.71          | Pifer Office Supply              | Notes, creamer, coffee, paper            |
|                    |                |                    |                                  |                                          |
| COURTHOUSE         | 50073          | \$ 1,600.00        | Hasler                           | Postage machine                          |
|                    |                |                    |                                  |                                          |
| OTHER BUILDINGS    | 52031          | \$ 141.75          | Winchester Equipment Company     | Replacement of 2 condensers<br>Parks&Rec |
|                    |                |                    |                                  |                                          |
| <b>GRAND TOTAL</b> |                | <b>\$ 2,287.98</b> | Printed at 1:06 a.m. on 8/20/12  |                                          |

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|--------------------------------------------------------------------------------------------|
| <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 Lyn Widmyer

Department or Entity County Commission

Estimation of amount of time needed for appointment: 30 – 45 minutes

Date Requested – 1<sup>st</sup> Choice Thursday, Aug. 23, 2012 @ 9:35 a.m.

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

If a specific date is needed, please provide reason for specific date: It was the only date that all four legislators could attend the photo session.

**Subject: Photo session with Senators Unger, Snyder and Delegates Lawrence and Doyle.**

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

**Photos to be taken with recipients of the Governor’s Community Participation Grants.**

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

Attachments: **List of Participants**

## **PRESS RELEASE**

**For Immediate Release**

**Contact: Debbie Stellato, Administrative Assistant**

### **LEGISLATORS JOIN RECIPIENTS OF GOVERNOR'S COMMUNITY PARTICIPATION GRANTS FOR PHOTO SESSION**

On Thursday, August 23, 2012 beginning at 9:35 a.m. in the County Commission Meeting Room of the Old Charles Town Library, Senators John Unger and Herb Snyder and Delegates Tiffany Lawrence and John Doyle will participate in a photo session with Community Participation Grant Fund recipients.

The Community Participation Program provides state grant funds for public improvement projects in Jefferson County and throughout the State of West Virginia. West Virginia Senators and Delegates decide which program funds would best assist organizations in their districts. The applicant completes an application, sends it to the Jefferson County Commission, which, in turn, forwards it on to the West Virginia Development Office for approval. Once approved, the funds go to the Commission which distributes them to the appropriate organization and oversees the program until completed. These Community Participation Grant funds are extremely important to small businesses and non-profit organizations.

For further information contact: Sandy Slusher McDonald, Deputy County Administrator at (304) 728-3284.

**# #**

**Governor's Community Participation Grants  
2012 Sponsors and Recipients Photo Op**

Senator John Unger – Sponsor

Recipients:

1. Jefferson Memorial Hospital, Christina Coad, Chief Administrative Officer - \$25,000 & \$15,000
2. Convention & Visitors Bureau and Harpers Ferry Welcome Center, Paulette Sprinkle, Executive Director - \$2,500 CVB
3. Eastern Panhandle Trailblazers, Bill Yearout - \$2,000

Senator Herb Snyder – Sponsor

Recipients:

1. JC Parks & Recreation Commission, Jennifer Myers, Director - \$20,000
2. JC Animal Welfare Society, Kay Bresee – 20,000
3. Citizens Fire Company, Ronald Fletcher - \$10,000
4. Contemporary American Theater Festival, Jenny Allen and Ed Herendeen - \$5,000
5. JC Emergency Services Agency, Doug Pittinger and Ed Hannon - \$10,000

Delegate John Doyle – Sponsor

Recipients:

1. Freedom Run, Mark Cucuzella - \$8,400
2. African American Association – Fisherman's Hall, George Rutherford, Harold Stewart & James Tolbert - \$1,000
3. JC Black History Preservation Society – Webb-Blessing House, George Rutherford, Harold Stewart & James Tolbert – \$1,000
4. Star Lodge #1 F&AM – Historic Locke House, George Rutherford, Harold Stewart & James Tolbert - \$1,000
5. Jefferson County Commission (for capital improvements), Commissioners - \$2,000

Delegate Tiffany Lawrence – Sponsor

Recipients:

1. Good Shepherd Interfaith Volunteer Caregivers, Pauline Marrone-Reese - \$2,000

2. African American Association – Fisherman’s Hall, George Rutherford, Harold Stewart & James Tolbert - \$2,000
3. JC Black History Preservation Society – Webb-Blessing House, George Rutherford, Harold Stewart & James Tolbert - \$2,000
4. Star Lodge #1 F&AM – Historic Locke House, George Rutherford, Harold Stewart & James Tolbert - \$1,000
5. FOCUS Coalition – Christa Shifflett – 6,500 and \$2,000

|                                                                                            |
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| <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: Nichelle Hosby

Department or Entity: Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: 8/23/12

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

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

Subject: Recognition of Linda Ott for her 45 years of service to Jefferson County residents while working at CVS

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:

RESOLUTION IN RECOGNITION OF LINDA OTT FOR HER SERVICE TO THE  
RESIDENTS OF JEFFERSON COUNTY

WHEREAS, the Charles Town CVS opened its doors on November 12, 1962 in the Hilldale Shopping Center; and

WHEREAS, CVS, is comprised of workers from Jefferson County and the surrounding area who are knowledgeable and committed to serving the residents of Jefferson County; and

WHEREAS, Linda Ott was hired as the cosmetician on April 13, 1967 and was instrumental in selling make up, perfume and similar wares for nearly a decade; and

WHEREAS, Linda Ott was asked to work in the pharmacy area and has for nearly the last 45 years; and

WHEREAS, Linda Ott has provided a valuable service to Jefferson County as an employee of the Hilldale Shopping Center CVS by providing her knowledge, general love for people, the ability to assist them with their prescriptions and their insurance, and provide a resource to the residents of Jefferson County, WV; and

WHEREAS, the Jefferson County Commission recognizes that the residents of Jefferson County has benefited from the knowledge and expertise provided by Linda Ott as the result of her involvement, dedication and loyalty to the Hilldale Shopping Center CVS customers;

THEREFORE, the Jefferson County Commission hereby recognizes Linda Ott for her years of service as a loyal and dedicated employee of CVS and in appreciation for her service to the citizens of Jefferson County, West Virginia.

DATED THIS 23<sup>rd</sup> DAY OF August, 2012

By ORDER of the Jefferson County Commission:

\_\_\_\_\_  
Patricia A. Noland, President

\_\_\_\_\_  
Dale Manuel, Commissioner

\_\_\_\_\_  
Frances Morgan, Commissioner

\_\_\_\_\_  
Lyn Widmyer, Commissioner

\_\_\_\_\_  
Walt Pellish, Commissioner

|                                                                                            |
|--------------------------------------------------------------------------------------------|
| <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: Jennifer Maghan, County Clerk

Department or Entity: \_\_\_\_\_

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: 8/23/12

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

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

Subject: Update on cost regarding the potential purchase of polling machines

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: Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: 8/23/12

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

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

Subject: Interviews and Appointments to the following Board and Commission  
- Board of Health - one unexpired term ending June 30, 2017  
- Planning Commission - one unexpired term ending March 31, 2014

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:



## 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

## BOARD OF HEALTH

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

Vacant (unexpired)  
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](mailto: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

Kabletown District  
Per Wendy E. on 8/14/12 @ 12:20 pm  
August 10, 2012

**RECEIVED**

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

**AUG 14 2012**

**Jefferson County Commission**

Dear Sir:

I am writing to express my interest in serving on the Jefferson County Board of Health. It is my understanding that a current vacancy exists that will be filled on 23 August 2012.

My professional career for the past 40 years has been dedicated to various aspects of medicine and medical research and development. I have served in the following positions:

**Assistant Professor of Microbiology, University of Maryland School of Medicine, Baltimore, Maryland**

Taught medical students and graduate students principles of infectious diseases, and agent - host immunological interactions, as well as molecular and cellular aspects of pathogenesis of disease. My research program investigated the molecular nature of viral and rickettsial interactions with host cells.

**Chief, Department of Rickettsial Diseases, Walter Reed Army Institute of Research, Washington, DC**

Managed a large research group addressing biochemical analysis of rickettsial organisms, and identification of macromolecules to serve as vaccine candidates. Investigated the role of humoral and cellular immunity in protection against Rocky Mountain Spotted Fever and Scrub Typhus.

**Scientific Advisor and Director of Programs, Naval Medical Research and Development Command, Bethesda, Maryland**

Management and programmatic planning for a broad, multi-disciplinary effort encompassing submarine and diving medicine, aviation medicine, human performance, fleet health care systems, infectious diseases, fleet occupational health, oral and dental health, and electromagnetic radiation.

**Chief Scientist and Special Assistant for Biotechnology, Army Medical Research and Development Command, Frederick, Maryland**

Provided analytical judgment and programmatic and fiscal recommendations for a broad spectrum of biomedical activities to include: infectious diseases; combat casualty

care; medical chemical defense; medical biological defense; and environmental and weapon systems hazards.

**Director of Environmental and Life Sciences, Office of the Secretary of Defense, Pentagon, Washington, DC**

Provided oversight and policy guidance for pertinent programs in Army, Navy, Air Force and Defense Agencies. Coordinated programs were developed in six key areas, to include: basic and clinical medical sciences with a focus on infectious diseases and traumatic injury; training and personnel systems; environmental quality with a focus on the effect of military operations on ecosystems; and biotechnology with a focus on the utilization of new bioengineered materials in military uniforms.

**Senior Vice President, Henry M. Jackson Foundation for the Advancement of Military Medicine, Washington, DC**

Primary responsibility for administration and management of major clinical programs in breast diseases (\$13M/year), prostate diseases (\$5M/year), coronary diseases (\$5M/year), and gynecological diseases (\$6M/year). Additional clinical programs included nursing telehealth (\$3M/year), children's hospice (\$1M/year), regional anesthesiology (\$4M/year), and traumatic brain injury (\$3M/year). Programs were accomplished concurrently in major military medical centers and rural primary healthcare centers. Another aspect of my responsibilities was to interact with Members of Congress and their staffs to influence legislation important to programs supported by the Foundation.

My educational experience is shown below:

**Bachelor of Arts (B.A.)** – University of Maryland, College Park, MD  
(History/Science)

**Doctor of Philosophy (Ph.D.)** – University of Maryland School of Medicine,  
Baltimore, MD (Microbiology/Organic Chemistry)

----- Industrial College of the Armed Forces, Washington DC (Resource  
Management)

Significant Awards are shown below:

**Letter of Commendation from Commanding General, Provisional Marine**

**Brigade**, for duties as U.S.M.C. Long-Range Patrol Leader in Beirut, Lebanon

**Outstanding Graduate**, Industrial College of the Armed Forces

**Meritorious Civilian Service Award**, Department of Navy

**Presidential Award as Meritorious Senior Executive**, Office of the Secretary of  
Defense

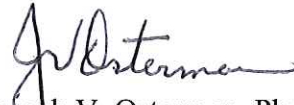
**Secretary of Defense Medal for Meritorious Civilian Service**, Office of the  
Secretary of Defense

**Joint Meritorious Award**, Chairman, Joint Chiefs of Staff, Pentagon

**Publication of over 50 scientific articles** in medical and scientific peer-reviewed  
journals

I would also like to mention that I previously served successfully as the Vice Chairman of the Jefferson County Board of Health from August 2008 to June 2011.

Please let me know if additional information is required to complete my application for the vacancy on the Jefferson County Board of Health.

A handwritten signature in black ink, appearing to read "J. Osterman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joseph V. Osterman, Ph.D.

United States Senior Executive Service (Retired)  
98 Locust Knoll Drive  
Charles Town, West Virginia 25414  
304-725-1874  
[josterman@citlink.net](mailto:josterman@citlink.net)

Harpers Ferry

**ROBERT M. JOHNSON, DDS, MPH**  
P.O. BOX 689  
HARPERS FERRY, WV 25425  
304-671-7363  
[docbob639@yahoo.com](mailto:docbob639@yahoo.com)

August 13, 2012

**RECEIVED**

**AUG 14 2012**

Michelle Adams Hosby  
Executive Assistant  
Jefferson County Commission  
124 E. Washington Street  
P.O. Box 250  
Charles Town, WV 25414

**Jefferson County Commission**

Dear Ms. Hosby:

Since the most recent selectee for the Jefferson County Board of Health was not eligible to be seated on the Board, I am requesting consideration again to return to the Board.

In the current era of potential terrorist activity, it is advisable that Boards of Health appointees must be well trained in public health and medical readiness. I have extensive public health education, years of experience in the field, up-to-date medical readiness training, and above all a committed passion to ensure that the citizens of Jefferson County have access to the best possible public health care and information this county can provide.

I thank the Commission for the opportunity to be reconsidered.

Sincerely,



Robert M. Johnson, DDS, MPH

## PLANNING COMMISSION

Wm. Kelly Baty  
4704 Kabletown Rd  
Charles Town, WV 25414  
725-3748  
3 years      3/31/2013

Morgan Eppers  
810 Mission Road  
Harpers Ferry, WV 25425  
304-728-7433  
3 years      3/31/2013

Eric D. Smith  
29 Crest Lane  
Harpers Ferry, WV 25425  
301-525-4949  
Amerismith@aol.com  
3 years      3/31/2013

Daniel Hayes  
96 Canal Way  
Shepherdstown, WV 25443  
304-279-6288  
3 years      3/31/2014

Vacant (unexpired)  
3 years      3/31/2014

Paul Taylor  
134 West Burke Street  
Martinsburg, WV 25401  
w: 304-263-7900  
f: 304-2635545  
3 years      3/31/2014

Stephen Stolipher  
P.O. Box 37  
Rippon, WV 25441  
304-283-0614

3 years 3/31/2015

Clifford (Gene) Taylor  
1884 Hidden Hollow Drive  
Kearneysville, WV 25430  
h:724-1784 cell: 240-432-6710  
3 years 3/31/2015\

Walt Pellish  
**County Commissioner**

S8A-2-4

## Nichelle Hosby

---

**From:** James Phillips [JP.Phillips@applevalleywaste.com]  
**Sent:** Wednesday, August 15, 2012 2:11 PM  
**To:** fberrymorgan@aol.com; patsynol@gmail.com; dmanuel@frontiernet.net; lynwidmyer@gmail.com; walterpellish@mac.com; nhosby@jeffersoncountywv.org; dstellato@jeffersoncountywv.org; dkeyser@jeffersoncountywv.org  
**Subject:** RE: vacancies on county boards

Frances,

I would be happy with wherever you thought I would fit in best. However, in the email to Andrew you mentioned that there might be a position opening up on the JC Planning Commission . . . that would probably interest me the most.

JP

**From:** fberrymorgan@aol.com [mailto:fberrymorgan@aol.com]  
**Sent:** Wednesday, August 15, 2012 1:12 PM  
**To:** patsynol@gmail.com; dmanuel@frontiernet.net; lynwidmyer@gmail.com; walterpellish@mac.com; nhosby@jeffersoncountywv.org; dstellato@jeffersoncountywv.org; dkeyser@jeffersoncountywv.org  
**Cc:** James Phillips  
**Subject:** Fwd: vacancies on county boards

Forwarding this email to Commissioners and Staff. Thanks for applying, James, but you did not specify which board position was most interesting to you, or for which you were applying? ---Frances

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

**From:** James Phillips <JP.Phillips@applevalleywaste.com>  
**To:** pnoland <pnoland@jeffersoncountywv.org>  
**Cc:** fberrymorgan <fberrymorgan@aol.com>  
**Sent:** Wed, Aug 15, 2012 12:00 pm  
**Subject:** vacancies on county boards

Mrs. Noland, I was just recently notified of several vacancies that you have on county boards. I would be very grateful for the opportunity to come before the county commission and discuss my qualifications and would be greatly honored to be consider for any these vacancies. I have included a brief summary of myself below.

I am a native West Virginian, have been residing in the eastern panhandle since 2006 and a resident of Jefferson County since 2009. I received a undergraduate degree in accounting from Marshal University and a MBA from Wheeling Jesuit University. I graduated from leadership Jefferson in 2010 and I am in the current class of Leadership WV. I am currently employed by Apple Valley Waste as General Manager and an officer of the company. I addition I was one of the founding partners of the company. Apple Valley Waste provides trash and recycling services to approximately 70,000 residents and business in WV, MD and PA and is headquartered at the Burr Industrial Park in Jefferson County.

Thank you for your time and consideration. I would be happy to come and introduce myself to all the commissioners at your convenience.

J. P. Phillips  
Apple Valley Waste

Phone: 304.724.8640  
Fax: 304.724.1890  
Cell: 304.261.1490  
[www.applevalleywaste.com](http://www.applevalleywaste.com)

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2012.0.2197 / Virus Database: 2437/5201 - Release Date: 08/14/12

**WILLIAM W. McLEOD**  
2895 Kearneysville Pike  
Shepherdstown, West Virginia 25443  
(304) 876 - 6068 - Residence  
(240) 678 - 9033 -Mobile  
wm.mcleod@ymail.com

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

February 28, 2012

Dear Respective Commissioners of Jefferson County:

I have an understanding, appreciation, and a desire for equitable regional planning. This has motivated me to express my current interests in seeking an appointment to the Jefferson County's Planning Commission.

My visioning, and leadership skills spanning the course of 20 some years have afforded me with many opportunities to be an active voice and member of diverse civic involvements. In turn these challenges have provided the rewards I seek.

As you will observe from the enclosed resume, I have the planning background that the Jefferson County Planning Commission desires in a well-balanced Commissioner. Highlights include various levels of responsibilities within the Cleveland, Seattle, and Boston Communities. Serving as Commissioner, community advocate and organizer for numerous nonprofits, I have championed both popular and unpopular community causes from land use planning to land conservation to the incubation, stewardship and retention of projects and programs addressing economic development, including employment and business development.

I am reminded what permits communities, such as Jefferson County, to be desirable, economically thrive, or be sustainable while others regional areas falter. Certainly, such a question has to be periodically reminded of when one makes sound, and non self-serving decisions on behalf the members of the Community. I am able effectively do so.

An equitable balance between regional development and an acceptable standard of quality of life is a challenge ever increasing. A well - planned regional economy fosters and is supportive of both an acceptable level of quality of life and economic development. The challenge is to determine what such quality of life that is inclusive of e.g. desirable schools, community services, and open space/greenspace and how to maintain such a level while being an inviting and welcoming environment for economic development. Again, I have the desire to provide such assistance in this delicate balance.

I appreciate ahead of time your consideration. I look forward to speaking with the Members of the Commission directly and the possibility of serving as a Member of the Jefferson Planning Commission. Should you have questions or concerns, please feel free to contact me.

Respectfully Yours,

  
William W. McLeod

**WILLIAM W. MCLEOD**  
2895 Kearneysville Pike  
Shepherdstown, West Virginia 25443  
(304) 876 - 6068 - Residence  
(240) 678 - 9033 -Mobile  
wm.mcleod@ymail.com

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**EXPERTISE INCLUDES:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Relationship Management: program/project development, coordination, and customer service</li><li>• Leadership: team building, and resource allocation and management</li><li>• Financial Management: budget forecasting, and formulation</li><li>• Community Planning and Development: open space planning, identification, strategizing, and acquisition</li><li>• Communications: oral, written, and graphic</li><li>• Community Relations: educational outreach presentations, and speaker bureau</li></ul> | <ul style="list-style-type: none"><li>• Conflict Management: Identification, mediation, consensus building and resolution</li><li>• Policy Development, interpretation, and Enforcement</li><li>• Land Conservation, policy development, stewardship and protection</li><li>• Economic Development: securing of and incubation,</li><li>• Project/Program Planning, facilitation, evaluation, and reporting</li><li>• Marketing Management: product segmentation, niche strategies, promotions, and special event planning and coordination</li></ul> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- Community liaison with extensive understanding of nonprofit community based organizations, special interests groups, and culturally diverse communities.
  - Community Activist with experience in developing plausible, and highly sought after grass roots community campaigns.
  - Organizational facilitator providing insight, and direction in short and long term planning, networking, and partnership development for community based organizations, non profit executive boards, and for profit business organizations
  - Leader with abilities in supervising, team building, coaching and training of staff and volunteers.
  - Business advisor with direct experience in financial management, including budget formulation, reporting and accountability, but also marketing management.
  - Researcher with a keen ability to uncover, and interpret land trusts, foundations and grants in kind, legal documents, and organizational structures.
  - Strategist, with abilities to understand organizational missions, goals, limitations, accountabilities, and legal responsibilities thereby finding, and obtaining common ground and the elimination of organizational barriers.
- 
- 

**Design Group of Kentlands – Shepherdstown, West Virginia**

2005 –

Present

Owner/Principal

Established as a consortium of like-minded design professional collaborating in competitive, innovative, and site - specific landscape design/build solutions to a refined diverse clientele. As principal, I provide leadership, teamwork, mediation, research, consensus building, and project facilitation in the fleshing out, and analysis of design strategies, site plans, and final design solutions. I oversee and develop timelines, written proposals, presentations, and budgets. As designer I draft and graphically communicate alternative solutions to specific client's challenges. As administrator, I oversee daily management of the organization, including business planning, financial management, research, legal aspects, but also human resource management. Lastly, I develop, partner with, maintain, and expand a broad client base; but also a referral network within the landscape design industry.

**Winchester Conservation Commission – Winchester, Massachusetts**  
Chairman

2002- 2005

Determine and steward Commission's jurisdiction protecting, and enforcing Town's natural resources, and open space. Researched, analyzed, interpreted, and provided verbiage to public policy, legal documents, conservation easements, regulations, and Request for Proposals (RFPs) on behalf the Board of Selectmen. Developed, lobbied for, and issued environmental policy, and documentation, e.g. Best Management Practices (BMP's) to guide development to minimize and mitigate for loss of resources. Collaborated in partnership with the State of Massachusetts in the drafting, and writing of the Environmental Impact Reports (EIRs). Provided Chairmanship to public hearings. Provided customer service, project facilitation and technical support, consensus building, but also empathy to both external and internal stakeholders in the environmental permitting, review, and public hearing process. Led community outreach programs, including charettes, made presentations to diverse audiences, developed organizational materials for distribution. Executed educational outreach programs to educate the community at large, including Town Selectmen, Town Commissions, conservation advocates/partners and children. Participated in "open space" planning forums. Provided Commission with grant writing abilities thereby indentifying, and soliciting, and securing public and private grant. Provided technical assistance in the planning and development of the Town's Open Space and Recreation Plan.

**Costco Wholesale – Everett, Massachusetts**  
Marketing – Business Development

2003 – 2005

Produced business development plans, marketing niche strategies, promotional activities, and related marketing materials for distribution targeted at specific audiences. Secured diverse relationships through prospecting, sales pitches, and negotiation. Maintained existing membership relationships through a high level of customer service, open communications, and providing value. Partnered with local non-profits, Commissions, and community- based organizations in diverse Boston communities to be a recognizable community partner. Established a collaborative learning environment providing employees with skills in relationship building, customer service, cross selling, and salesmanship.

**Pembroke and Spears – Seattle, Washington**  
Project Manager

1999 – 2002

Developed partnering opportunities between entrepreneurs, private investors, and the Small Business Administration. Developed business plans and marketing strategies for diverse Internet startups, membership organizations, and grassroots crusades. Served in a public relations capacity partnering with community, investors, and media. Represented organizations at tradeshow, conferences, and special events resulting in nurtured relationships, and expanded partnerships opportunities. Developed, and trained help desk and call center staff in customer care, problem-resolution, and interpersonal communications. Designed surveys, conducted marketing research, and facilitated focus groups to measure product familiarity, measure satisfaction, and understand value. Performed routine financial management duties, including financial analysis, budget formulation and management. Provided routine reports to investors, and respective stakeholders.

**Bank of America - Seattle, Washington**  
**Washington Mutual - Seattle, Washington**  
**Key Bank of Washington - Seattle, Washington**  
Relationship Officer

1996 – 1999

Cultivated, managed, and maintained diverse partnerships comprised of civic organizations, high net worth individuals, and business startup. Served in a liaison, leadership, and conflict resolution roles on behalf of financial institutions to executive boards, and community based organizations. Networked, and volunteered within the Seattle community thereby creating open communications, and understanding of diverse populations, resulting in both viable partnering opportunities, and visible presence in the Community. Provided team members with ongoing coaching in client relations, including customer service, and salesmanship skilling. Designed and coordinated organizational retreats and professional development programs. Topics addressed diversity, and team building. Collectively, led to a stronger professional camaraderie. Developed and setting goals for the organization. Adhered to federal banking regulations, and policy as mandated by the Federal Reserve and Fair Credit Reporting Act in the development of business partnerships and related lending practices. Negotiated, advised, and facilitated credit terms and conditions associated with legally binding debt instruments.

**Organizational Consultant – Cleveland, Ohio**

1989 1996

Neighborhood Development Corporation

Developed partnerships, membership, and relationships with Community Development Corporations (CDCs), business community, and foundations through networking, negotiations, and the building of trust.

Allen Theater – Community Organizer

Assisted in grass root- liaison efforts in the recruitment of community partnerships, rallying of supporters, and volunteers with the goal of preservation of this architecturally significant theater. Produced newsletters, flyers, and delivered presentations targeted at diverse target audiences. The theater is now part of the Playhouse Square theater district, one of the largest such districts in the country.

Dual Hub Corridor - Researcher

Independently researched public policy, federal regulations, and federal grants (Urban Development Action Grants (UDAG) and Community Development Block Grants (CDBG)). Investigated, and identified through surveys potential social, economic, and physical impacts associated with proposed project. Measured and collected community perceptions, desires, and concerns through meetings, public hearings, and design charettes.

Cleveland State University – Researcher/ Strategist

Developed strategy, and long term planning under direct supervision of outside, independent crisis management agency. The Independent assessment permitted the identification, analysis of perceptions, financial implications, but also measured and quantified organizational damage in wake of a scandal in which the University evolved. This document was developed for presented to the Administration making recommendations for minimizing damage control, but building, and reinforcing public-private partnerships, hereby building trust within Greater Cleveland and Northeast Ohio.

**Tremont West Development Corporation - Cleveland, Ohio**

1992 - 1993

**Ohio City Development Corporation – Cleveland, Ohio**

Marketing/Community Organizer

Partnered with grass root organizations, civic organizations, and government officials in the planning, stewardship and enforcement of governmental and organizational programming, and related policies. Fostered quasi – public partnerships, and business opportunities through business incubation and retention programs. Represented community based organizations at meetings, community forums, planning workshops, charettes, and public hearings. Identified organizational barriers, and made recommendations to overcome obstacles. Facilitated, and provided problem-resolution, mediation, and consensus in the community's desire for localized community development and sustainability. Co-authored land use planning documents, Request for Proposals (RFPs), and public policy verbiage. Provided Director, and Executive Board with periodic briefings, and progress report on organizational goals, programming. And budgets. Conducted research, including a community needs assessment that identified, and outlined equitable planning desires, community programming, educational opportunities and skill training for all populations, including an underserved population. Led hearings and received consensus in the desire for community development and plausible strategies for overcoming economic and social barriers. Drafted grant proposals partnering organization with foundations, other special interest groups, and government agencies with the goal of reaching common footing in program deliverables and project funding. Collaborated in devising and implementing marketing plans, long -range strategizing plans, and organizational communication plans. Communication vehicles included an audio -visual marketing piece centered on neighborhood issues, opportunities, and leadership. Delivered such a presentation through a revamped speakers bureau to diverse targeted audiences, including elected community officials, leaders, and community groups. Developed, authored, edited, and circulated a periodic organizational newsletter.

**North Coast Harbor Inc. - Cleveland, Ohio**  
Planner/Community Affairs Representative

1986 - 1991

Collaborated in the planning and development of Cleveland's waterfront. Developed public – private partnerships comprised of elected officials, fortune 500 companies, foundations, and community organizations. Executed membership initiatives and secured sponsorships with the Cleveland business community. Assisted Project Manager in the development of the organization operational plan, and the request for proposals (RFPs). Analyzed, and researched both stakeholders and the organization. Recruited, and respectfully trained, and supervised organizational volunteers in customer service, organizational issues, and project developments. Identified strengths, weaknesses, opportunities, and threats in the realization of the future Cleveland waterfront. Researched both the Federal Aviation Administration and United States' Army Corps of Engineers regulations to better understanding ideology and jurisdiction. Facilitated an evaluation and planning process thus allowing the organization to discern and envision a preferred future. Developed marketing plans, participated in special events, conferences, and forums. Solicited, and received financial grants from private foundations, public agencies, but also private industry.

**Formal Education:**

**Harvard Graduate School of Design** – *Cambridge, Massachusetts* – Certificate: Urban planning, and Landscape Architecture -  
**Cleveland State University** – *Cleveland, Ohio* – B.B. A – Dual degree in Marketing and Finance  
**Edmonds Community College** – *Lynnwood, Washington* – A.T.A – Dual degree: Ornamental Horticulture and Landscape Design

**Professional Training:**

*Massachusetts Association of Conservation Commissioners*  
*Geographic Information Systems*  
*Leadership in Energy and Environmental Design (LEED)*  
*Computer Aided Design*  
*Commercial Lending*  
*Banking Regulations: Community Reinvestment, Fair Credit Reporting*  
*Customer Service*  
*Microsoft Office: Word, Excel, Power Point, and Access*

**Community Involvement:**

My interests and energies revolve around community planning, economic development, the preservation of the natural environment, the Arts, and related community activism. I am a proactive, energized, community leader whose Civic involvements allow me to utilize and exercise diverse communications, make presentations, conduct hearings, and perform problem identification-resolution, negotiation, and consensus building - arbitration skills.



**Town of Winchester  
Conservation Commission  
Town Hall, 71 Mt. Vernon St.  
Tel: (781) 721-7152  
E-Mail: [Evreeland@winchester.us](mailto:Evreeland@winchester.us)**

February 28, 2012

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

Dear Commissioners of the Jefferson County:

I am writing to you to recommend William McLeod as candidate for Jefferson County's Planning Commission. I have known Bill for ten years, both as member and as Chairman of the Winchester Conservation Commission.

As a Commission member, Bill was an active participant in municipal government, and greatly contributed to the Winchester Conservation Commission's efforts toward open space and recreation planning, and conservation of natural resources. During his tenure as chairman, he was critical in identifying issues, collaborating with others, and building consensus towards understanding the importance of wetland reconstruction and bioengineering for flood control.

He is a forward thinking, talented, multi-disciplinary professional, whose dedication to open space planning led to improving the quality of life for the Winchester community.

His thoughts regarding the preservation of the natural environment and its role in economic vitality remain a part of our Open Space and Recreation Plan, and the Conservation Commission's contribution to the discussions of downtown development.

As a Planning Commissioner, I know that he would make sound, reflective, and unbiased contributions to the Planning Commission. He is highly motivated, an excellent collaborator, and a leader who bring about consensus. I hope that you will give him positive consideration and this opportunity. I can promise you that he will make a valuable contribution to Jefferson County

Sincerely,

*Elaine Vreeland*

Elaine Vreeland, Esq., Administrator  
Winchester Conservation Commission

**RECEIVED**

**FEB 28 2012**

**Jefferson County Commission**

6



# JEFFERSON COUNTY, West Virginia

Departments of Planning and Zoning

116 East Washington Street, 2<sup>nd</sup> Floor  
Charles Town, WV 25414

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

Phone: (304) 728-3228

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

Fax: (304) 728-8126

## MEMORANDUM

**TO: County Commission**  
**FROM: Jennifer Brockman**  
**DATE: August 16, 2012**  
**RE: US 340 East Gateway Plan link for the purposes of the County Commission Workshop on August 23, 2012**

\*\*\*\*\*

On August 23, 2012, at a time to be set by the agenda, the County Commission will be holding a Workshop to allow staff to present the recommendations of the US 340 East Gateway Plan to the County Commission for discussion purposes (public may attend but no public comment permitted).

The Planning Commission previously held a Public Hearing on the draft Plan on June 12, 2012 and on July 10, 2012, voted to forward the Plan to the County Commission for their consideration as an amendment to the 2004 Comprehensive Plan. The 2004 Plan suggests that these small area plans be approved as stand-alone amendments to the Comp Plan that are already incorporated by reference in the 2004 Plan and can be incorporated in future Comp Plans as well.

Due to the size of the plan, rather than including the plan in the County Commission packet, the draft Plan has been posted on the County website at the following location:

<http://www.jeffersoncountywv.org/uploads/planning/US%20340%20East%20Gateway%20Plan%20v16.pdf>

At or after the August 23, 2012 Workshop, the County Commission will set the date for their Public Hearing on this Plan in late September to allow opportunity to receive public comment on the Plan.

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: August 2, 2012

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

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

Subject: **Planning Commission Recommendation Regarding US 340 East Gateway Corridor Plan and Request for Public Hearing**

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

As the County Commission is aware, the Department of Planning and Zoning staff has been working to facilitate a citizen-based long range planning process for the US 340 East Gateway Corridor Plan as recommended by the 2004 Comprehensive Plan. On June 12, 2012, the Planning commission held a Public Hearing on the draft Plan. On July 10, 2012, the Planning Commission reviewed all the comments received and incorporated relevant comments and voted to forward the Plan to the County Commission for your consideration as an amendment to the 2004 Comprehensive Plan. These final edits are currently being incorporated into a final draft of the Plan. The 2004 Plan suggests that these small area plans be approved as stand-alone amendments to the Comp Plan that are already incorporated by reference in the 2004 Plan and can be incorporated in future Comp Plans as well.

*LIKE ANY OTHER REPAIR ON PLAN FROM A DECISION*

It is our understanding that state law requires that the Planning Commission present the Plan to the County Commission and that the County Commission is required to hold your own Public Hearing. State law requires the County Commission to provide 15 days' notice of the Public Hearing and requires the County Commission to take some type of action on the recommended Plan within 90 days of the date it is forwarded to you.

*However, CC HAS OPTION TO ACCEPT OR NOT ACCEPT THE US 340 EAST GATEWAY CORRIDOR PLAN*

The purpose of this request is to request that the County Commission schedule a workshop so that the Plan can be presented to you and a public hearing so that adequate public notice can be provided.

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

I move to schedule a workshop for the County Commission for the purpose of hearing the final recommendation of the US 340 East Gateway Corridor Plan on 8/23, 2012 at 11:00

*am* - pm. No public testimony will be taken at this meeting.  
AND

I move the schedule a Public Hearing on the US 340 East Gateway Plan on late, 2012 at \_\_\_\_\_ pm for the purpose of taking public testimony. Sept 7am

Attachments:  
N/A

*8A-2-11*

*(10) PREPARE PUBLICISM AND DISTRIBUTE REPORTS RELATED TO THE ACTIVITIES AUTHORIZED UNDER THIS ARTICLE*

(17)

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**AGENDA REQUEST FORM**

Name: Debbie Keyser, Interim County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: ~~August 2, 2012~~ 8-23-12

Date Requested – 2<sup>nd</sup> 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                                            |

|                                                     |                  |                  |                  |                                                                                   |
|-----------------------------------------------------|------------------|------------------|------------------|-----------------------------------------------------------------------------------|
| Potomac Headwaters RC&D                             | \$1,200          | \$1,200.00       | \$480            | Administrative Support - project activities                                       |
| Safe Haven Child Advocacy Ctr./Children's Home Soc. | \$5,000          | \$5,000          | \$2,000          | Grant matching funds                                                              |
| Shepherdstown 250                                   | \$3,500          |                  |                  |                                                                                   |
| Shepherdstown Area Independent Living (SAIL)        |                  | \$20,000         | \$8,000          | Executive Director Salary                                                         |
| Shepherdstown Community Club (Men's club)           | \$1,000          | \$20,000         | \$8,000          | Renovation of kitchen -War Memorial Bld; Replace picnic tables Morgans Grove Park |
| Shepherdstown Day Care                              | \$10,000         | \$12,000         | \$4,800          | Educational and childcare services                                                |
| St. Andrews Mountain Community Ctr., LLC            | \$2,500          | \$2,500          | \$1,000          | Offset of heating and utility costs to help keep Library operating                |
| United Way                                          |                  |                  |                  |                                                                                   |
| <b>TOTAL FUNDING</b>                                | <b>\$115,000</b> | <b>\$263,500</b> | <b>\$111,400</b> |                                                                                   |

$$\begin{array}{r} 115,000 \\ 6,159 \text{ include} \\ \hline 121, \end{array}$$



AMERICAN  
CONSERVATION  
FILM FESTIVAL

PO Box 889  
Shepherdstown, WV 25443  
Phone: (304) 876-7373  
[www.conservationfilm.org](http://www.conservationfilm.org)

RECEIVED

August 6, 2012

AUG 13 2012

Jefferson County Commission  
PO Box 250  
Charles Town, WV 25414

Jefferson County Commission

Dear Commissioners Noland, Manuel, Morgan, Pellish, and Widmyer:

The American Conservation Film Festival (ACFF) respectfully requests a one-time grant in the amount of \$4,000 for this year's first annual Producers Campus, a workshop for conservation filmmakers.

As the largest film festival in West Virginia, serving over 3800 filmgoers last year, we are attracting visitors from as far as California, and screening films from Appalachia to Africa. We will be celebrating our 10th annual festival in November, and are committed to growing ACFF as an international voice for conservation filmmaking.

Our newest venture is our Producers' Campus, a one-day symposium for filmmakers to run in conjunction with the film festival. Producers' Campus is drawing industry leaders as instructors to share their expertise with both professional and aspiring conservation filmmakers. Attached is the draft program for the day. By adding this program, ACFF is making Jefferson County a place not just to showcase the world's best conservation films, but a place to learn from the best in conservation filmmaking.

Our board of directors is enthusiastic about this program and is eager to launch it at the 10th anniversary festival in an effort to be the most inclusive, and most supportive, film festival in our region. We anticipate great success in this inaugural run of the Producers' Campus and look forward to seeing the program become an integral component of ACFF in the years to come.

Independent support for conservation filmmakers is needed now and this program will provide it. Through this program, the festival will be the first nonprofit conservation film organization in the region to serve both sides: the film-viewers and the filmmakers. Greater Washington D.C. has become an international hub for conservation filmmaking with big players like National Geographic, Smithsonian Network, and Discovery Networks establishing bases. ACFF has become a primary referral for many of the independent filmmakers who produce film for these networks. ACFF has been providing the venue for these filmmakers to premiere their works before having to conform them to the needs of the networks. ACFF, with financial assistance from the Jefferson County

Commission, will be better able to provide this symposium for these filmmakers to share and learn.

Thank you for your consideration of our request. Executive members of the ACFF Board of Directors are available to follow up with you in the next week to answer any questions you might have, as well as to learn if there is a possibility of meeting with the Commission to discuss the merits of our proposal. Should you have any questions in the interim, please feel free to contact Jeffrey Gustafson, Director of Development, at (304) 876-9387, or [gustafsonjm@gmail.com](mailto:gustafsonjm@gmail.com).

Sincerely,



Jeffrey Gustafson

Executive Board Members:

President: Chuck Dunkerly

Vice President: Jeff Feldman

Treasurer: John McGrath

Selections Chair: Mark Madison

Development Chair: Jeffrey Gustafson

# The Producer's Campus

*A Conservation Filmmaking Workshop at  
The American Conservation Film Festival*



The American Conservation Film Festival is developing a conservation filmmaker's workshop to run in conjunction with the annual film festival presented each November in Shepherdstown, WV. **This day-long workshop series will feature technical demonstrations, hands-on seminars, and networking opportunities, all designed to enhance the filmmaking skills of the seasoned filmmaker and provide a stretch-growth experience for the serious film student.** Producer's Campus 2012 is an offshoot of the ACFF filmmaker workshops begun in 2011 and the next step in our vision of an expanding workshop series which will provide participants the opportunity to learn from and exchange ideas with equipment developers, industry leaders and other filmmakers in a relaxed, retreat-like setting.

**What sets this gathering apart** from other film industry events is the focus on providing filmmakers the opportunity to hone their craft, exchange ideas in a creative and collaborative environment, and expand their professional networks with contemporaries and industry leaders working in similar genres of production.

**Workshop faculty will include leaders in the nonfiction film industry from around the world.**

Among others . . .

- Chris Palmer, Director of the Center for Environmental Filmmaking at American University
- Alexandra Cousteau, National Geographic Emerging Explorer and grand-daughter of the legendary oceanographer
- Khris Baxter, Principal at The Narrative and MFA Lecturer at Queens University of Charlotte
- Chris Hoelzl, Vice President for Program Development at Smithsonian Networks
- Tilman Remme, Director at Picture Films Ltd.

ACFF has always invited student filmmaker participation in the annual film festival as a means of providing a first professional experience to this next generation of filmmakers. **Producer's Campus seeks to expand the learning opportunity for aspiring filmmakers.** Student filmmakers from diverse backgrounds will be recruited to participate alongside their professional colleagues in the workshop. Scholarships will be made available to support this student participation.

The American Conservation Film Festival has enjoyed a long **partnership with The U.S. Fish and Wildlife Service's National Conservation Training Center (NCTC)** located just outside of Shepherdstown. A partnership proposal is in place to join with NCTC in hosting the 2012 Producer's Campus. Our vision includes expanding our partnership with NCTC to make full use of their state of the art conference center facilities in the years to come.

ACFF's passion for film and the recognition of the provocative power of story to connect people with conservation themes leaves us very excited to offer this opportunity to the professionals, both active and aspiring, who tell these stories. For the past nine years, over a few days each November, the American Conservation Film Festival has presented the best films the conservation world had to offer. **As we start our 10<sup>th</sup> year we now seek to bring the best filmmakers from around the world to Shepherdstown,** to teach and share the skills of quality filmmaking thus extending our mission to educate and inspire people to become engaged in conservation.

9

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

**AGENDA REQUEST FORM**

Name: Debbie Keyser, Acting Administrator

Department or Entity: Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: 8/23/12

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

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

Subject: Approval of contract with eCivics pertaining to researching, maintaining and reporting of Grants

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:

## eCivis License

Federal, state and foundation grants available.

eCivis has 25 2employees searching daily for grants; always new information.

Provides one source for all grants improving search time and efficiency.

Grant season is Sept. - Nov. Timely to implement now.

Each department will be responsible for applying for their own grants.

Even volunteers can be given passwords to search for grants.

However, Sandy can be the hub, monitoring activity and distributing passwords.

If approved, we can review for one year and determine value.

If approved, each department should provide an update during budgeting to show their efforts toward obtaining grants.

| 8 Licenses       |                 | Unlimited:               | One Year        |                 |
|------------------|-----------------|--------------------------|-----------------|-----------------|
| Barb Miller      |                 | Barb Miller              |                 |                 |
| Tom Hansen       |                 | Tom Hansen               |                 |                 |
| Bill Polk        |                 | Bill Polk                |                 |                 |
| Jennie Brockman  |                 | Jennie Brockman          |                 |                 |
| Sandy McDonald   |                 | Sandy McDonald           |                 |                 |
| Roger Goodwin    |                 | Roger Goodwin            |                 |                 |
| John Reisenweber |                 | John Reisenweber         |                 |                 |
| Jenn Myers       | <u>\$16,000</u> | Jenn Myers               |                 |                 |
|                  |                 | Todd Fagan               |                 |                 |
|                  |                 | Board of Health          |                 |                 |
|                  |                 | Solid Waste Authority    |                 |                 |
|                  |                 | JCESA                    |                 |                 |
|                  |                 | Jeff Polyczynski         |                 | 10% discount    |
|                  |                 | Water Advisory Committee |                 | for 3 years     |
|                  |                 | Public Libraries (7)     | <u>\$22,000</u> | <u>\$19,800</u> |

### Can NOT Include:

School Board

Hospital

Community College

### Comments from references utilizing eCivis:

--Couldn't live without it.

--Obtained \$250k in grants the first year.

--Saves time and effort researching multiple databases.

--Great people to work with. Responsive, friendly and professional.

--Had a grant writer, but now using this system. Each department responsible for their own grants. It works well because of the ease of the data base.



**Grants Network®**

*Sole-Source Justification for eCivis Grants Network<sup>SM</sup>*

This document provides information useful to organizations requiring sole-source justification for their purchase of Grants Network<sup>SM</sup>.

## **What is eCivis Grants Network®**

eCivis Grants Network is the most comprehensive suite of web-based applications designed and built exclusively for the grants community to increase grants performance. Grants Network (GN) is the only suite of applications dedicated to grants with a patent pending at the U.S. Patent and Trademark Office. Our modules include GN: Research, GN: KnowledgeBase (KB), and GN: Tracking & Reporting (T&R). All modules are fully integrated with Grants Network: Research. Grants Network combines the quick publication aspects of a web-based information service with the accessibility and low cost of software-as-a-service (SaaS). SaaS eliminates the need for third-party software and hardware, onsite implementation and maintenance, and extended start-up schedules and costs. Maintenance costs for SaaS products are typically ten times lower than traditional client/server onsite implementations.

## **eCivis Grants Network: Research<sup>SM</sup>**

eCivis Grants Network: Research provides grant-active organizations with the best grants research in a user-friendly, web-based interface to allow users to leverage their efforts to improve grants performance. Trusted by more than 400 cities and counties nationwide and in its fourth generation, Grant Network: Research has proven to help drive additional revenue while reducing the burden on staff. A number of characteristics make GN: Research such a powerful resource.

## **eCivis® Grants Network: Tracking & Reporting<sup>SM</sup>**

eCivis Grants Network: Tracking & Reporting is the only complete, web-based system that tracks every aspect of grant and project-related activity before and after grant awards. It is the only system that effectively ties the financial requirements of a grant to the programmatic and performance requirements. In addition, GN: Tracking & Reporting provides pre-configured reports and the ability to construct custom reports that offer users complete visibility into every aspect of every grant stored in the system at every stage of the grant lifecycle. It is a virtual grants management office by automating the business processes of managing grants, while ensuring notification of upcoming deadlines, missed financial/progress reports, and required approvals. Through extensive research and development, eCivis has built a proprietary process into the system that offers both standardization and flexibility to match individual grant requirements. Individual organization procedures are easy to create and update within the system. The user interface to Tracking & Reporting is amazingly user-friendly for such a powerful system and will be familiar to anyone who has ever used the World Wide Web.

eCivis Tracking & Reporting provides capabilities that do not exist in any other application to comprehensively manage, view, and understand the big picture status of all grants and projects in an organization, but also the step-by-step requirements of each individual grant.

## **eCivis® Grants Network: KnowledgeBase<sup>SM</sup>**

eCivis Grants Network: KnowledgeBase provides: Subject-Specific Briefs: Writing an effective narrative, preparing for an audit, complying with OMB Circular A-87—Subject-Specific Briefs covers it all. Written by expert grant writers and managers, these two-to-three-page briefs give you clarity on the critical issues. Organized by subject area, experience level, and role so you can find the information you want quickly and easily. Program-Specific Briefs: Assistance to Firefighters, CDBG, Safe Routes to Schools, Edward Byrne Memorial Justice Assistance Grant (JAG), Continuum of Care Homeless Assistance Programs, and more. Critical information on popular programs that will give you a leg up when applying for and managing the program. Written by in-house experts, eCivis partners, and experienced fellow Grants Network users who have applied for and won millions of dollars from these programs. Forms Library: There are more than 150 federal forms associated with grants. Finding them can be a nightmare and filling them out sometimes means locating a 20-year-old typewriter. Forms Library gives you quick and easy access to the latest version of every grant-related form. Best of all, they are 100% fillable in Adobe<sup>TM</sup> Acrobat.

## eCivis Grants Network products specifications used in evaluating sole-source procurement

**Comprehensiveness:** Contains more than 95 percent of all grants

**Original Content:** Custom funding analysis generated in-house by program specialists

**Quality Assurance:** Five-point check system implemented for every program prior to publication

**Timeliness:** Content is updated daily with portions published prior to public release from grantors

**Local Government Relevance:** Unique eCivis processes allow local governments to assess which programs are most relevant to them quickly and effectively

**Search System:** Custom search functionality generates superior results

**Previously Funded Applications:** Expansive collection of previously funded grant applications accessible to all users

## Easy to Implement

Grants Network is built for success. First, because it is 100% web based, it requires no client technical support or complicated installation. Second, using the knowledge gained from its client base of over 400 governments, eCivis manages the implementation, so your system is fully configured when you start. Third, we train all of our clients fully to ensure the highest utilization organization wide. Lastly, Grants Network has been optimized over the last seven years to be easy to use for governments, ensuring the greatest possibility of success.

## The eCivis Partnership

At eCivis, we offer you a complete solution, not just good technology. From initial client data-gathering to implementation, training, and user support, we are here to help power your success. Year after year, our clients give us high marks for responsiveness and completeness. We understand the unique needs of governments, and our full service approach ensures the highest likelihood of your success. Whether it is a technical issue on your end or a grant-related question from your staff, we are here to help. When you work with eCivis, our entire company is committed to your success.

eCivis consistently researches and analyzes the market space in relation to its products, as well as facilitates the evaluation of our products by state and local government, non-profit organizations, school districts, and other market segments. As of January 1, 2010, the claims within this justification of sole source are up-to-date and accurate, though may not be exhaustive. For more information or questions, please contact eCivis at 877.232.4847 or info@ecivis.com.

Copyright 2010. eCivis, Inc. All rights reserved. Registered Trademark and Service Mark Statement eCivis, eCivis Grants Network, eCivis Grants Network: Research, eCivis Grants Network: Tracking & Reporting, and eCivis Grants Network: KnowledgeBase are all trademarks/service marks of eCivis, Inc.

**eCIVIS**  
Your tools for grants success.

## Jefferson County, WV References

1. **Culpeper County, VA** ~ population 35900  
Deborah Hoffman, County Administration  
(540)727-3427 or [DHoffman@culpeppercounty.gov](mailto:DHoffman@culpeppercounty.gov)
  
2. **Charleston, WV** ~ population 50200  
Shannon Milroy, Grants Coordinator  
304.348.8000 x. 104 or [shannon.milroy@cityofcharleston.org](mailto:shannon.milroy@cityofcharleston.org)
  
3. **Fauquier County, VA** ~ population 68000  
Ari Sky, or Judith Ridson  
(540)422-8361 or 540-422-8365  
[ari.sky@fauquiercounty.gov](mailto:ari.sky@fauquiercounty.gov) or [judy.ridson@fauquiercounty.gov](mailto:judy.ridson@fauquiercounty.gov)



## ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 8/15/2012

Contract No. 5674

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")  
 418 N. Fair Oaks Ave. #301  
 Pasadena, CA 91103  
 Fax: (626) 628-3232  
 Sales Contact:  
 Heidi Allen

and

County of Jefferson, WV ("Customer")  
 124 E Washington Street  
 Charles Town, WV 25414  
 Phone: 304-728-3284  
 Principal Contact and Master Access Holder:  
 Sandy McDonald, Deputy County Administrator

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer. Please initial all pages of the terms and conditions of this contract.

| eCivis Products                   | Description                                                                           | Units | Avg Unit Price | Total Price  |
|-----------------------------------|---------------------------------------------------------------------------------------|-------|----------------|--------------|
| Grants Research & Management Pack | Grants Network: Research, KnowledgeBase, and Tracking and Reporting - 6 User Licenses | 1     | \$22,750.00    | \$22,750.00  |
| Product Sub-Total                 |                                                                                       |       |                | \$22,750.00  |
| Bundled Discount                  |                                                                                       |       |                | (\$3,412.00) |
| Q3 Incentive Discount             |                                                                                       |       |                | (\$3,338.00) |
| TOTAL PRICE                       |                                                                                       |       |                | \$16,000.00  |

## Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 9/02/2013. Payment is due net 30 days from invoice date.

Cycle 1: 9/03/2012 through 9/02/2013 for a price of \$ 16,000

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: August 31, 2012.

## Renewal Terms – Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

Accepted By:  
 County of Jefferson, WV

By: \_\_\_\_\_  
 (Authorized Signature)

Name: \_\_\_\_\_  
 (type or print)

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

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

Accepted By:  
 eCivis, Inc.

By: \_\_\_\_\_  
 (Authorized Signature)

Name: Lindsay Mann  
 (type or print)

Title: Vice President of Sales

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

Send invoice to (if different than address above): \_\_\_\_\_

## eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 1, 2012. It is effective between You and Us as of the date of You accepting this Agreement.

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## 1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our Grants Professional Services division under this Agreement or any relevant Purchase Order. Such work shall include, but not limited to, Grant Writing, Peer Review and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants Network™ or Nonprofit One-Stop™.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

## 2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

## 4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Our Professional Services, each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non-delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Granting Writing services.

## 5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

## 6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

## 7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions

of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other

proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

## 11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

## 12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

## 13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim

Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]



*Unlimited users*

ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 8/17/2012

Contract No. 5674

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")  
 418 N. Fair Oaks Ave. #301  
 Pasadena, CA 91103  
 Fax: (626) 628-3232  
 Sales Contact:  
 Heidi Allen

and

County of Jefferson, WV ("Customer")  
 124 E Washington Street  
 Charles Town, WV 25414  
 Phone: 304-728-3284  
 Principal Contact and Master Access Holder:  
 Sandy McDonald, Deputy County Administrator

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer. Please initial all pages of the terms and conditions of this contract.

| eCivis Products                   | Description                                                                              | Units | Avg Unit Price | Total Price  |
|-----------------------------------|------------------------------------------------------------------------------------------|-------|----------------|--------------|
| Grants Research & Management Pack | Grants Network: Research, KnowledgeBase, and Tracking and Reporting - Enterprise Edition | 1     | \$35,500.00    | \$35,500.00  |
| Product Sub-Total                 |                                                                                          |       |                | \$35,500.00  |
| Bundled Discount                  |                                                                                          |       |                | (\$6,962.00) |
| Q3 Incentive Discount             |                                                                                          |       |                | (\$5,338.00) |
| Multi-year Discount               |                                                                                          |       |                | (\$2,200.00) |
| Incentive Discount                |                                                                                          |       |                | (\$1,200.00) |
| TOTAL PRICE                       |                                                                                          |       |                | \$19,800.00  |

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 9/02/2015. Payment is due net 30 days from invoice date.

- Cycle 1: 9/03/2012 through 9/02/2013 for a price of \$ 19,800
- Cycle 2: 9/03/2013 through 9/02/2014 for a price of \$ 19,800
- Cycle 3: 9/03/2014 through 9/02/2015 for a price of \$ 19,800

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: August 31, 2012.

Renewal Terms – Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

Accepted By:  
 County of Jefferson, WV

Accepted By:  
 eCivis, Inc.

By: \_\_\_\_\_  
 (Authorized Signature)

By: \_\_\_\_\_  
 (Authorized Signature)

Name: \_\_\_\_\_  
 (type or print)

Name: Lindsay Mann  
 (type or print)

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

Title: Vice President of Sales

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

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

Send invoice to (if different than address above): \_\_\_\_\_

## eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 1, 2012. It is effective between You and Us as of the date of You accepting this Agreement.

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9. Limitation of Liability
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## 1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our Grants Professional Services division under this Agreement or any relevant Purchase Order. Such work shall include, but not limited to, Grant Writing, Peer Review and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants Network™ or Nonprofit One-Stop™.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

## 2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

## 4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Our Professional Services, each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non-delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Granting Writing services.

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5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

## 6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

## 7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions

of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other

proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

## 11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

## 12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

## 13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim

Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]

# Memo of Understanding

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Jefferson County Commission and JCESA  
8/20/2012

The Jefferson County Commission concluded the Jefferson County fire companies are not required to complete financial audits, except as listed below, which defines what local fire companies are already completing and already fiscally required to complete as indicated in state code.

1. Quarterly reports with the State of West Virginia are filed for bingo proceeds and expenses. A yearly report is also required and this report is under the signature of CPA. The State requires these funds to be kept in a separate account.
2. Yearly reports are filed in the State of West Virginia for raffle proceeds and this report is under the signature of a CPA. Fire companies are required to keep these funds in a separate account.
3. A yearly report is filed with the WV State Auditor's office for the proceeds received from the State of WV on a quarterly basis. These are the funds received from the tax on homeowner's insurance. These funds are subject to review by the WV State Auditor's office if it is necessary.
4. Yearly 990's are prepared from the fire company's financial records by the fire company's CPA. Copies of all invoices are supplied along with bank statements on all accounts.
5. Yearly financial reports to the WV Secretary of State are prepared by the fire company's CPA.
6. A separate account will be established for the funds received from the Jefferson County Commission. These funds are included in the totals of the 900's and the report to the WV Secretary of State.
7. Any federal grant received is subject to audit of the agency awarding the grant.
8. Audits on funds of \$100,000 and \$200,000 as defined by state code.

# Memo of Understanding

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Jefferson County Commission and JCESA

Jefferson County Commission feels it is imperative to develop an equitable and fair distribution of County funds based upon criteria as established by the JCESA and fire companies. The fire companies have agreed to develop a formula by 12/31/2012. Failure to meet the deadline will result in delay of funds, up to and including elimination of funds for the 2013-2014 fiscal year.

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Patricia Noland, President  
Jefferson County Commission

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Date

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Pete Kelly, Board President  
JCESA

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Date

In-Progress ; Completed

### Commissioner's Top Project Listing

| Project                                                                                                                                                                                                  | Team Leader/Members                                                     | Deadline       | Comm Mtg                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------|
| <b>GIS Content Management System:</b><br>--Presentation to Commission to present project, costs, and benefit analysis in preparation for next year's budget.                                             | Leader: Todd Fagan                                                      | May 30, 2012   | Completed presentation. Applied for grants. Pending RFP presentation 2-2012. |
| <b>Hire a County Administrator:</b>                                                                                                                                                                      | Leader: Patsy Noland<br>Member: Commission Members, Keyser and McDonald | June 30, 2012  | On-going                                                                     |
| <b>IT Needs:</b><br>Determine IT needs within the County. Provide recommendation for in-house or contract services, associated costs and plan of action.                                                 | Leader: Keyser and Shroyer                                              | June 30, 2012  | Sept. 2012                                                                   |
| <b>Impact Fees – Affordable Housing</b>                                                                                                                                                                  | Leader: Roger Goodwin                                                   | June 30, 2012  | July 1, 2012                                                                 |
| <b>OPEB Actuarial Study:</b><br>RFP to be completed and bids returned for Commission consideration.                                                                                                      | Leader: Paul Shroyer                                                    | July 30, 2012  | Sept., 2012                                                                  |
| <b>Impact Fees:</b><br>--Ensure a long term plan is in place to protect Impact Fees<br>--Determine how to collect<br>--How to charge<br>--Potential income<br>--Proposal due to Commission Oct, 2012     | Leader: Roger Goodwin and Stephanie Grove                               | Sept. 30, 2012 | Oct., 2012                                                                   |
| <b>CIP Presentation – Ensure it includes all potential capital projects.</b>                                                                                                                             | Leader: Paul Shroyer                                                    | June 30, 2012  | July, 2012                                                                   |
| <b>Income Replacement:</b><br>Review County's options to provide employees with short term disability and long term disability options, the costs, vendor comparison and date to implement, if approved. | Leader: Debbie Keyser<br>Team Members: Sally Gran                       | Sept. 30, 2012 | Oct., 2012                                                                   |

| Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Team Leader/Members                                                     | Deadline       | Comm Mtg                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------|
| <b>Move AS400:</b><br>Move AS400 from Hunter Building to Mason Building to protect equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Team Leader: Bill Polk<br>Members: Charlotte Hernandez and Paul Shroyer | Sept. 30, 2012 | Oct, 2012                                                                |
| <b>CAD System:</b><br>Develop RFP for a Computer Aided Dispatch System to provide complete data to those responding to 911 calls. RFP should include estimated costs for budget planning.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Leader: Jeff Polczynski                                                 | Oct. 30, 2012  | 8-16; RFP ready to distribute; Approval by Commission RFPs due 12-2012   |
| <b>Space Needs Study:</b><br>Provide inventory of all square footage of office space owned/leased/occupied by County gov't and affiliated agencies;<br>Include:<br>--Purchase of the Briel Building<br>--Renovation of Animal Control<br>--Cost Estimates for Judicial Center for Circuit Clerk; Bond or No Bond?<br>--Court House space needs<br>--Tax Office Work Stations & Storage<br>--Utilize other outside resources as needed<br>--Allow for privacy of citizens to discuss personal issues<br>--Central heat and air condition unit for Hunter bldg.<br>--Meeting Hall for citizens/Commission<br>--Avoid damage to historical buildings<br>Provide a 3 year plan for the use, renovation, sale and upkeep of all buildings to ensure the County is fully utilizing its spaces and dollars for County employment. | Leader: Paul Shroyer and Bill Polk                                      | Oct. 30, 2012  | Presentation completed. Pending decision on Briel Building by Commission |
| <b>Grant Policy:</b><br>Develop a policy to establish a standard process to ensure each grant is documented, checks are applied to the appropriate fund, expenditures go to the proper fund, and the County is currently meeting or can meet the Grant requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Team Leader: Vivian Fields<br>Members: Teresa Hendricks, Sandy McDonald | Oct. 30, 2012  | Nov., 2012                                                               |
| <b>Polling Assignment/Budget:</b><br>Determine needs and costs of machines to show polling assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Leader: Jennifer Maghan                                                 | July 30, 2012  | Aug. 2012                                                                |

|                                                                                                           |                   |  |                                                  |
|-----------------------------------------------------------------------------------------------------------|-------------------|--|--------------------------------------------------|
| Research, determine needs analysis, costs and make recommendation for new telephone system for the County | Leader: Bill Polk |  | Hired Consultant to assist with RFP - Dec., 2012 |
|                                                                                                           |                   |  |                                                  |

|                                        |         |  |  |
|----------------------------------------|---------|--|--|
| <b>Pending Approval</b>                |         |  |  |
| Add Animal Control to Capital Projects | Leader: |  |  |
|                                        |         |  |  |

| <b>Commissioner Projects:</b>                                                    | <b>Team Leader/Members</b> | <b>Deadline</b> | <b>Comm Mtg</b> |
|----------------------------------------------------------------------------------|----------------------------|-----------------|-----------------|
| Tennis Bubble                                                                    | TBD                        | TBD             | TBD             |
| Public Indoor Swimming Facility                                                  | TBD                        | TBD             | TBD             |
| Public Transportation for Community to get to work without cars; MARC Train, etc | TBD                        | TBD             | TBD             |
| Local Drug Treatment Center                                                      | TBD                        | TBD             | TBD             |
|                                                                                  |                            |                 |                 |
|                                                                                  |                            |                 |                 |

Debbie Keyser responsible for meeting with each team member to review their assignment and be the liaison between the team leader and the Commission to establish dates for the presentation to the Commissioners.

Begin Correspondence

State of West Virginia,

COUNTY OF JEFFERSON

Jennifer S. Washan  
JEFFERSON County 11:37:49 AM  
Instrument No 2012016857  
Date Recorded 06/15/2012  
Document Type OATHS  
Pages Recorded 1  
Book-Page 1-426

I, Sharon Anne Moskowitz, 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, Sharon Anne Moskowitz, do solemnly swear or affirm that I will faithfully discharge and perform the duties of Deputy of the office of the Jefferson County Sheriff's Department to the best of my skill and judgment, and according to law. So help me God.

Signed Sharon A. Moskowitz

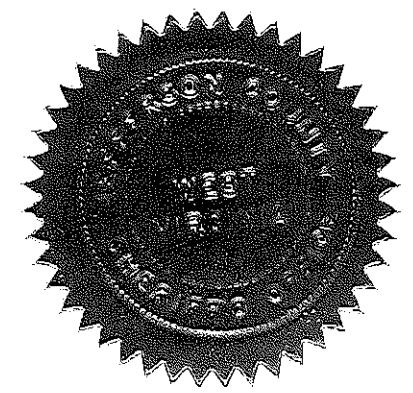
The above oath was taken and subscribed on this 13<sup>th</sup> Day of August, 2012 at the Jefferson County Courthouse, 100 East Washington Street, Charles Town, West Virginia.

**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 The Honorable David Sanders  
Circuit Court Judge

Signed David Sanders



# State of West Virginia,

## COUNTY OF JEFFERSON

I, **Ann Mountz**, 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, **Ann Mountz**, 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 Ann Mountz

The above oath was taken and subscribed on this 9th day of August, 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 Jennifer S. Maghan



**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 PUBLIC HEARING  
COUNTY COMMISSION OF JEFFERSON COUNTY  
Thursday, September 6, 2012 at 7:00 p.m.**

The County Commission of Jefferson County has scheduled a Public Hearing on a proposed Zoning Ordinance Text Amendment to establish additional commercial and industrial zoning district categories, and related changes to the ordinance. The amendment includes changes to the following sections of the Zoning and Land Development Ordinance: 4.4; 4.6; 4.10; 4.11; 5.1; 5.4; 5.6; 5.7; 5.8; 5.10; 6.3; 6.5; 8.1; 8.9; 8.12; 12.2; 12.3; Appendices A, B, and C; and the addition of new Sections 5.11, 5.12, 5.13, 5.14, 5.15, 5.16 and 5.17.

Oral or written comments can be provided at the public hearing scheduled for **7:00 p.m., Thursday, September 6, 2012 in the County Commission meeting room located at the Old Charles Town Library at 200 East Washington Street, at the side entrance on Samuel Street, Charles Town, West Virginia.**

Copies of the proposed text amendment can be found at the Departments of Planning and Zoning office located at 116 East Washington Street in Charles Town, the County Commission office located at 124 E. Washington Street in Charles Town, and on the County's website at:

<http://www.jeffersoncountywv.org/government/departments/planning-and-zoning-department/ordinances-regulations-3.html>.

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

You may also provide written comments to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org).

A decision may be made on the same date.

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



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
**Division of Highways**

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

Earl Ray Tomblin  
Governor

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

August 8, 2012

To Whom It May Concern:


The Statewide Transportation Improvement Program (STIP) is a financially constrained document required to show planned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) expenditures for federal fiscal years 2012-2017. One of the requirements to funding any projects with FHWA or FTA funds is that each proposed project undergo a public "review and comment period". Therefore, additions or deletions to the STIP and certain changes to projects currently in the STIP must meet this requirement before federal funds can be obtained. Accordingly, I am again requesting your assistance in making available (to anyone who wishes to review them) the attached listing of proposed amendment to the approved 2012-2017 STIP.

All written comments are to be received no later than August 26, 2012, and should be addressed to:

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

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

Very truly yours,

  
Robert L. Pennington, Director  
Program Planning and Administration Division

RLP:Cb

Attachment

cc: Mr. Kevin Burgess, Federal Highway Administration – w/ attachment  
Ms. Brigid Hynes-Cherin, Federal Transit Administration – w/ attachment  
Ms. Kathleen Zubrzycki, Federal Transit Administration – w/ attachment  
Ms. Susan O'Connell, Division of Public Transit – w/ attachment

**RECEIVED**

AUG 15 2012

Jefferson County Commission

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2012-2017  
PROGRAM AMENDMENT FOR 2012**

| COUNTY                                                       | FFY  | DISTRICT | GROUP | FUNDING OBLIGATION DATE | FUND TYPE | PHASE | ROUTE | PROJECT NAME                      | TYPE OF WORK                       | STATE PROJ. NUMBER | FEDERAL PROJECT NUMBER | FEDERAL DOLLAR COST | TOTAL PHASE COST | FEDERAL COST CHANGE |
|--------------------------------------------------------------|------|----------|-------|-------------------------|-----------|-------|-------|-----------------------------------|------------------------------------|--------------------|------------------------|---------------------|------------------|---------------------|
| PROJECT COMMENTS                                             |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| GREENBRIER                                                   | 2013 | 9        |       | 3/28/2013               | IM        | CON   | 1064  | RICHLANDS-LEWISBURG RD            | RESURF(1.5")                       | S313 64 16640 00   | IM0644160D             | \$3,114,720         | \$3,460,800      | \$0                 |
| PROJECT TO BE CANCELLED (WORK INCLUDED W/ S313-64-164.18)    |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| HARRISON                                                     | 2012 | 4        |       | 9/28/2012               | OAF       | CON   | CO999 | SOUTH CHESTNEUT STREET (GRANT)    | RET. WALL, WIDEN, PAVE, SW         | U317 CHEST 00 04   | TCSP12WV002DTC         | \$688,000           | \$688,000        | \$0                 |
| ADD NEW PROJECT                                              |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| HARRISON                                                     | 2013 | 4        |       | 2/28/2013               | OAF       | CON   | CO999 | SOUTH CHESTNEUT STREET (GRANT)    | WIDEN ROAD                         | U317 CHEST 00 02   | TCSP12WV???            | \$312,000           | \$2,000,000      | \$0                 |
| ADD NEW PROJECT                                              |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| LINCOLN                                                      | 2013 | 2        |       | 11/28/2012              | STP       | ROW   | WV214 | WV 214 SLIDE                      | CORR. SLIDE W/ PILING WALL         | S322 214 ?????     | STP0214???             | \$4,000             | \$5,000          | \$0                 |
| ADD NEW PROJECT (REDUCE ALLOCATION)                          |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| LINCOLN                                                      | 2013 | 2        |       | 1/28/2013               | STP       | CON   | WV214 | WV 214 SLIDE                      | CORR. SLIDE W/ PILING WALL         | S322 214 ?????     | STP0214???             | \$256,000           | \$320,000        | \$0                 |
| ADD NEW PROJECT (REDUCE ALLOCATION)                          |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| LOGAN                                                        | 2016 | 2        |       | 8/28/2016               | NHS       | CON   | WV010 | WV 17 CONNECTOR (AC PROJECT)      | UPGR TO 4 LN, BR                   | S323 10 01939 04   | NHS0010???             | \$12,000,000        | \$15,000,000     | \$0                 |
| ADD NEW PROJECT                                              |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| LOGAN                                                        | 2015 | 2        |       | 8/28/2015               | NHS       | CON   | WV010 | WV 17 CONNECTOR (AUTH AC PROJECT) | UPGR TO 4 LN, BR                   | S323 10 01939 04   | NHS0010???             | \$12,000,000        | \$15,000,000     | \$0                 |
| ADD NEW PROJECT                                              |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| MCDOWELL                                                     | 2013 | 10       |       | 10/28/2012              | STP       | CON   | CO011 | CANEBRAKE MT RD                   | CORR. SLIDE                        | S324 11 00039 00   | STP0011???             | \$240,000           | \$300,000        | \$0                 |
| ADD NEW PROJECT (REDUCE ALLOCATION)                          |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| MERCER                                                       | 2012 | 10       |       | 8/28/2012               | CMAQ      | ROW   | WV104 | OAKVALE RD THROUGH LN             | REALIGN EX THROUGH LN, CONST RT LN | U328 104 00372 00  | CMAQ0104008D           | \$24,000            | \$30,000         | \$0                 |
| CANCEL - R/W NOT NEEDED                                      |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| MERCER                                                       | 2013 | 10       |       | 12/28/2012              | NHS       | CON   | US460 | WASHINGTON ST-US 52               | RESURF(1.5")                       | S328 460 ?????     | NH0460???              | \$1,600,000         | \$2,000,000      | \$0                 |
| ADD NEW PROJECT (REDUCE ALLOCATION)                          |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| MINGO                                                        | 2013 | 2        |       | 10/28/2012              | EARMARK   | CON   | US052 | KING COAL BASE REPAIR             | REPAIR BASE FAILURES               | U330 52 ?????      | HPP0052???             | \$200,000           | \$250,000        | \$0                 |
| ADD NEW PROJECT                                              |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| PUTNAM                                                       | 2013 | 1        | MO    | 12/28/2012              | STP       | ENG   | CO019 | HURRICANE CRK RD #1               | CORRECT SLIDE                      | S340 19 00357 00   | STP0019381D            | \$4,000             | \$5,000          | \$0                 |
| CANCEL PROJECT                                               |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |
| RALEIGH                                                      | 2012 | 10       |       | 8/28/2012               | CMAQ      | CON   | US019 | US 19 NB RAMP SIG                 | INST TRAF SIG                      | U341 19 02106 00   | CMAQ0019365D           | \$400,000           | \$500,000        | \$0                 |
| PROJECT TO BE CANCELLED (WORK COMBINED WITH U310-16-0.00 02) |      |          |       |                         |           |       |       |                                   |                                    |                    |                        |                     |                  |                     |

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2012-2017  
PROGRAM AMENDMENT FOR 2012**

| COUNTY           | FFY  | DISTRICT | GROUP | FUNDING OBLIGATION DATE | FUND TYPE | PHASE | ROUTE | PROJECT NAME                    | TYPE OF WORK                       | STATE PROJ. NUMBER | FEDERAL PROJECT NUMBER | FEDERAL DOLLAR COST | TOTAL PHASE COST | FEDERAL COST CHANGE |
|------------------|------|----------|-------|-------------------------|-----------|-------|-------|---------------------------------|------------------------------------|--------------------|------------------------|---------------------|------------------|---------------------|
| PROJECT COMMENTS |      |          |       |                         |           |       |       |                                 |                                    |                    |                        |                     |                  |                     |
| TUCKER           | 2013 | 8        |       | 12/28/2012              | ONC       | CON   | NA    | CAMP 70 RD OVERLOOK (GRANT)     | RECONST RD, PARKING AREA, OVERLOOK | U347 CANAA 1 00    | PLH2012554D            | \$480,000           | \$480,000        | \$0                 |
| ADD NEW PROJECT  |      |          |       |                         |           |       |       |                                 |                                    |                    |                        |                     |                  |                     |
| TYLER            | 2013 | 6        |       | 10/28/2012              | ONC       | CON   | NA    | SISTERSVILLE FERRY OPERATIONS & | FERRY OPERATIONS AND IMPROVEMENTS  | T648 FERRY 6 00    | FBD2013552D            | \$45,600            | \$92,000         | \$0                 |
| ADD NEW PROJECT  |      |          |       |                         |           |       |       |                                 |                                    |                    |                        |                     |                  |                     |
| WETZEL           | 2016 | 6        |       | 10/28/2015              | NHS       | CON   | WV002 | NEW MARTINSVILLE RDWY LIGHTING  | REN RDWY LIGHTING                  | S352 2 ??????      | NHG0002????            | \$450,000           | \$450,000        | \$0                 |
| ADD NEW PROJECT  |      |          |       |                         |           |       |       |                                 |                                    |                    |                        |                     |                  |                     |

## Nichelle Hosby

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**From:** Debbie Keyser [dkeyser@jeffersoncountywv.org]  
**Sent:** Thursday, August 16, 2012 4:53 PM  
**To:** dstellato@jeffersoncountywv.org  
**Cc:** 'Nichelle Hosby'  
**Subject:** FW: Opposition to the Proposed Half-Way House off Kabletown Road, Charles Town, WV

**Categories:** Red Category

Debbie, please provide in the packet for next week's meeting. Thanks!

Debbie

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

**From:** DsIs922 [<mailto:dsIs922@aol.com>]  
**Sent:** Thursday, August 16, 2012 4:34 PM  
**To:** [pnoland@jeffersoncountywv.org](mailto:pnoland@jeffersoncountywv.org); [dmanuel@frontiernet.net](mailto:dmanuel@frontiernet.net); [fberrymorgan@aol.com](mailto:fberrymorgan@aol.com); [walterpellish@mac.com](mailto:walterpellish@mac.com); [lynwidmyer@gmail.com](mailto:lynwidmyer@gmail.com); [dkeyser@jeffersoncountywv.org](mailto:dkeyser@jeffersoncountywv.org)  
**Subject:** Opposition to the Proposed Half-Way House off Kabletown Road, Charles Town, WV

Greetings:

We would like to express our opposition to the proposed half-way house on the former Yonker property off of Kabletown Road. Two years ago, we purchased ten acres of the former Yonker property to build a near future retirement home. Our property is also adjacent to our son and his family's property. The existing log cabin is in disrepair and is located approximately twenty feet from our property line. Other additions to the facility would be necessary for its operation such as parking, lighting, paved access and security features, etc. Due to location of the police and fire departments they would not be able to respond in a timely manner. In addition, the Yonker contract prohibits ventures of this type which was a consideration at the time we purchased our property. We were not informed about today's (8/16/12) hearing in enough time to attend. We would appreciate future notification of meetings, hearings, etc. relating to this matter. We can be contacted at: R. Dean and Linda Sissler, 939 Pine Tree Lane, Bethany Beach, DE 19930, 302-539-0203 or the email address above. Thank you for your consideration.

R. Dean & Linda Sissler

**Nichelle Hosby**

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**From:** Ro  
**Sent:** Wednesday, August 15, 2012 8:55 PM  
**To:** dstellato@jeffersoncountywv.org; webmaster@jeffersoncountywv.org;  
laura@jeffersoncountywv.org; sandy@jeffersoncountywv.org; nhosby@jeffersoncountywv.org  
**Subject:** Contact Form Submission

## Your submission:

---

**Your Name:** Ro

**Message:** Members of the Commission,

I was advised today that you are considering a letter in support of MinSec Companies to propose to the Federal BOP a for profit halfway house at a home located on Kabletown Road in Jefferson County. I am the homeowner who lives directly in front of the property in question. I am unable to attend the meeting scheduled for August 16 due to commitments at my office and would like to voice my concerns on the matter. First, the property is located on 10 acres that is currently zoned as "Rural" according to the 2011 Jefferson County Zoning Map that I found on the Jefferson County website. In a letter dated July 27, 2012 Mr. Tom Smith, President of MinSec improperly represents that the property located at 1716 Kabletown Road is "...zoned for a group residential facility and adult vocational/training facility..." Second, the deed of the property described as Lot 2A recorded in the Office of the Clerk of Jefferson County in Plat Book 22 at Page 30 is bound by the same Deed Restrictions as am I which are located in Deed Book 797 at Page 484 that state; "No business, commercial, or manufacturing uses and/or activities shall be permitted within the real estate. Agricultural activities excluded." You see, the original owners of the properties were intent on keeping the rural usage of the properties located within these lots. The property was not to be used in any way that would take away from the surrounding peace and beauty of the property and area. A facility that houses 30 to 75 people and all the support services to run it will strain the local roads and infrastructure beyond its capacity. Lastly, my home and the area directly surrounding it include numerous families with children and older adults. As a law enforcement officer it is well documented that drug offenders have some of the highest rates of recidivism and criminal activity within the justice system. Locating a halfway house miles away from any social, legal or law enforcement services is a horrible idea. Adjacent homes and families would be vulnerable to petty crimes and victimization due to the isolated nature of the area. Offenders would know that any law enforcement response would be lengthy at best and that items left out of rural usage might not be missed for days or weeks leaving no evidence or chance of being caught.

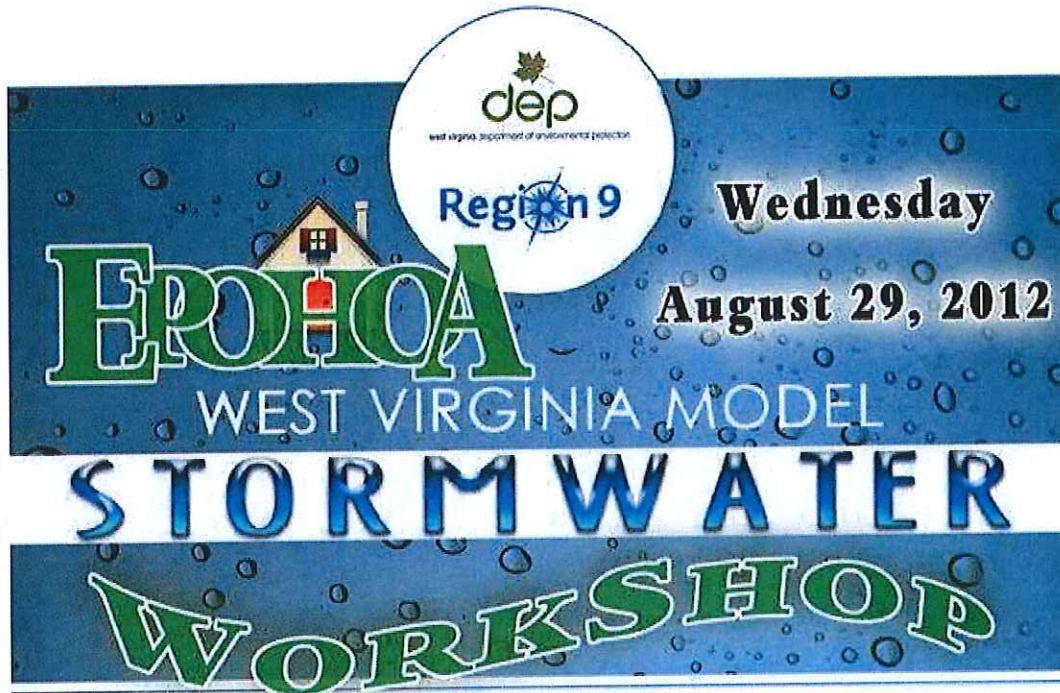
I am strongly opposed to this proposal for the reasons stated above and urge you not to approve your support for this proposal. I appreciate your consideration in this matter.

Respectfully,

Ron Phifer

1784 Kable Town Road, Charles Town, Jefferson County, WV 25414

Region 9 Presents: A Stormwater 101 Workshop  
**Stormwater 101 Workshop - Your Property and Your Environment**  
Presented by Region 9, The DEP and the Eastern Panhandle Organization of Homeowners Associations  
(EPOHOA)



All Are Invited!!!  
Stormwater 101 Workshop -  
Your Property and Your Environment  
**Wednesday August 29, 2012**  
**7:00 pm**  
**Robert C. Byrd Health Science Center**  
**2500 Foundation Way**  
**Martinsburg, WV 25401**

DID YOU KNOW . . . Something as simple as water from a downspout contributes to a number of unwanted consequences? Roofs and other impervious surfaces increase the amount of stormwater runoff. These increases, if not controlled, can lead to property damage such as flooded basements and roadway potholes.

The Community Environmental Management (CEM) program was developed to work directly with citizens on improving their stormwater related issues.

This hands-on workshop is designed to build an understanding of stormwater basics for participants with zero stormwater management knowledge.

The session will guide participants through steps to estimate runoff amounts from their property and the best ways to control it.

The Community Environmental Management program will benefit community members by educating them on ways they may prolong the life of their community's infrastructure (roads, stormwater ponds, culverts), add natural beauty to their property, help their local environment, and strengthen community bonds.

For more information contact:  
Matthew Pennington, Region 9 Chesapeake Bay Coordinator  
E-mail: [mpennington@region9wv.com](mailto:mpennington@region9wv.com) (304) 263-1743

To: ALL COMMISSIONERS  
+  
SHERIFFS

From: WVACO

# Board gives official OK to jail director

Joe DeLong is third to head agency in two years, took over position in January

By JARED HUNT  
DAILY MAIL CAPITOL REPORTER

The state Regional Jail Authority Board on Thursday officially approved the promotion of acting agency director Joe DeLong to the permanent post.



DeLong, a deputy secretary for the State Department of Military Affairs and Public Safety, has been the agency's acting director since former director Terry Miller abruptly resigned in late January.

I appreciate the opportunity and the confidence the board has put in me and the staff we have working for the past few months," DeLong said in an interview Thursday evening.

Turn to PAGE 1A

ARTICLES OF  
INTEREST FROM  
CHARLESTON GAZETTE  
+  
DAILY MAIL

## CHARLESTON DAILY MAIL

### Director

Continued from 1A

## DeLong oversaw plan to relocate female inmates

"If it wasn't for the great effort put forth by our staff then there's no way I believe the authority would have approved my hiring today," he said.

This was DeLong's second stint as acting director.

Former director Terry Miller was terminated in fall 2010 after two female employees in the central office filed sexual harassment complaints against him, according to published accounts at the time.

DeLong filled in until Parsons took over in April 2011.

DeLong said the leadership changes have taken a toll on the agency, which has struggled with low employee morale, high turnover and overcrowded jails.

"It's had a tremendous impact on the instability there," DeLong said. "The agency and the people that work at that agency need a big leadership and vision and goals of where we're headed."

He hopes to bring some long-term stability to the system.

"I would not have accepted this position if I weren't in it for the long haul," he said. "This division needs somewhat of an overhaul, and I'm looking forward to leading that."

DeLong was one of four people interviewed for the job.

Other candidates included Pete Lopez, the authority's operations director, and Vicki Greene, administrator at the Southern Regional Jail.

"My biggest goal at the macro-level is to operate with complete transparency and complete accountability," DeLong said. "If we do that, I think the taxpayers and our customers — which are predominantly counties and local governments — will be well served."

(1)



# DeLong named state jails director

By Phil Kabler  
Staff writer

After interviewing candidates behind closed doors for three hours on Thursday, state Regional Jail Authority members voted 6-0 to hire the agency's interim executive director as its full-time head.

DeLong said the program should be able to cut costs for overtime pay — which topped \$7 million in the 2011-12 budget — in half.

He said the scheduling system will be tested in pilot runs in a number of the jails later this year. DeLong said the program should be able to cut costs for overtime pay — which topped \$7 million in the 2011-12 budget — in half.

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search director for the Regional Jail Authority and Vicki Greene, administrator of the Southern Regional Jail, were also interviewed for the job. A fourth candidate, Richard Liszny, was to be interviewed by telephone, but decided not to participate.

A state legislative committee will study the program's impact on the state's budget.

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**Shepherdstown 250**

Under the Name of:  
Corporation of Shepherdstown  
PO Box 248  
Shepherdstown, WV 25443

T 304 876-2398  
[info@shepherdstown250.com](mailto:info@shepherdstown250.com)

[www.Shepherdstown250.com](http://www.Shepherdstown250.com)

August 7, 2012

The Honorable Dale Manuel  
Vice President  
Jefferson County Commission  
PO Box 250  
Charles Town, WV 25414

Dear Commissioner Manuel:

I am writing to invite you to join us for a series of special events on Sunday, November 11 to mark the conclusion of Shepherdstown's yearlong 250th Anniversary celebration.

We are also inviting the governor, members of our congressional delegation, our state legislators, other members of the County Commission, and the president of Shepherd University.

The first event will be a parade on German Street from 3:00-4:00 p.m. This parade will be different from most parades, with members and representatives of the town's historic families as the only marchers.

Because the parade is being organized in this way, we are not asking you to march in it. Instead, we hope you will join me and our other invited guests on a reviewing stand, in front of McMurran Hall.

The second event will be a closing ceremony in front of McMurran Hall from 4:00-5:00 p.m. Here, we would of course welcome any remarks you and our other guests would like to offer for the occasion.

The third event will be a series of community receptions that will be held from 5:00-7:00 p.m. by the town's churches and major community organizations.


A fact sheet that explains these various events in more detail is enclosed.

We very much hope that you will be able to join us for these events—particularly the parade and closing ceremony—if your schedule permits.

If you would like to discuss any facet of this invitation personally, please don't hesitate to contact me at our town hall at 304-876-2398.

Otherwise, please have your staff contact the volunteer who is coordinating the November 11 events, Peter Smith, at 304-876-1139 or [pvsmitth@frontiernet.net](mailto:pvsmitth@frontiernet.net). He will be happy to answer any questions and to make any necessary arrangements for your participation.

Sincerely yours,

  
Arthur J. Auxer III  
Mayor

**RECEIVED**

AUG 10 2012

Jefferson County Commission



**Shepherdstown 250th Anniversary  
Concluding events  
Sunday, November 11 2012**

The celebration of Shepherdstown's 250th anniversary will conclude on Sunday, November 11, 2012, with three activities: a 3:00 p.m. *Coming Home* parade, a 4:00 p.m. closing ceremony on the steps of McMurrin Hall, and evening receptions that will be open to all at various locations in the town. Details of these events follow below:

**3:00-4:00 p.m. Coming Home Parade**

The parade will be held on German Street, from Church Street to Princess Street. It will be different from the town's usual parades: the only marchers will be members and representatives of the town's historic families, led by musicians.

The historic families participating in the parade will be arranged in alphabetical order, and each family will carry a sign that displays the family's name. As the parade passes McMurrin Hall, the parade announcer will give a brief account of each family's history.

All of the parade participants are being encouraged to wear period clothing of some sort, or at least dress in a fairly formal manner befitting the occasion. Antique automobiles will be provided to carry those who are not able to walk the parade route on their own.

**4:00-5:00 p.m. Closing ceremony**

The closing ceremony will be held in front of McMurrin Hall. Dignitaries invited to participate include the Governor, members of the state's Congressional delegation, Shepherdstown's state legislators, and County and local elected officials.

The ceremony will include remarks by these invited guests, remarks by members of the Shepherd family, the presentation of various special items that have been developed by groups and individuals to commemorate the town's anniversary, and the recognition of other groups and individuals who have undertaken other commemorative programs and projects.

**5:00-7:00 pm Community receptions**

The receptions will begin right after the conclusion of the closing ceremony. They will be held at churches and major community organizations, such as the fire hall, the Community Club, and the Entler Hotel.

All of the receptions will be organized around a common theme: the *Shepherdstown Coming Home Soup Fest*. Each location will offer a unique soup or soups of its choosing, along with breads or other suitable accompaniments. This theme is fitting because community "Soups" are an old Shepherdstown tradition. A 1948 Shepherdstown cookbook quotes a magazine article from the early years of the 20th Century as saying: "The West may have its barbecues and New England its clam bakes, but socially the town of Shepherdstown, W. Va. expresses itself in 'Soups.' Like church suppers and bazaars in other communities, a 'Soup' is an excuse to foregather."

A shuttle will be available to provide transportation to these various sites, so that people can visit as many of them as they wish. Residents and visitors will be encouraged to visit Shepherdstown's 250th anniversary website to vote on the best soup, and the winning organization will be recognized publicly afterwards.

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

| Week Ending Date                                       | Week Ending<br>August 11, 2012 |
|--------------------------------------------------------|--------------------------------|
| <b>To be Deposited on:</b>                             | August 17, 2012                |
| Amount Played                                          | 72,941,050.48                  |
| Amount Won                                             | 65,700,068.88                  |
| Amount Promo                                           | 245,017.00                     |
| MWAP Contribution                                      | <u>5,710.97</u>                |
| <b>Adjusted Gross Terminal Revenue</b>                 | <u><b>6,990,253.63</b></u>     |
| Administrative Costs @ 4%                              | 279,610.15                     |
| Excess Lottery Fund @ 4%                               | 0.00                           |
| <b>Net Terminal Revenue</b>                            | <u><b>6,710,643.48</b></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>  | \$ -                           |
| <b>Adjusted Net Terminal Revenue</b>                   | <u><b>6,710,643.48</b></u>     |
| Racetrack @ 46.50% / 42%                               | 3,120,449.22                   |
| Lottery Fund @ 30% / 0%                                | 2,013,193.02                   |
| Excess Lottery Fund @ 0% / 41%                         | 0.00                           |
| Race Track Purses @ 7% / 14% / 8%                      | 469,745.04                     |
| Workers' Compensation Debt Reduction @ 7% / 0%         | 469,745.04                     |
| Employee Pension Fund @ 1% / .5%                       | 67,106.44                      |
| Greyhound Development @ .75%                           | 50,329.83                      |
| Thoroughbred Development @ .75%                        | 50,329.83                      |
| Racing Commission @ 1%                                 | 67,106.44                      |
| County/Municipality @ 2%                               | 134,212.88                     |
| <b>3% Funds:</b>                                       |                                |
| Tourism Promotion Fund @ 1.375%                        | 92,271.35                      |
| Development Office Promotion Fund @ .375%              | 25,164.91                      |
| Research Challenge Fund @ .5%                          | 33,553.22                      |
| Capitol Renovation and Improvement Fund @ .6875%       | 46,135.67                      |
| 2004 Capitol Complex Parking Garage Fund @ .0625%      | 4,194.15                       |
| <b>1% Funds:</b>                                       |                                |
| State Capitol Complex Parking Garage @ 1%              | 0.00                           |
| Cultural Facilities and Capitol Resources @ .5%        | 33,553.22                      |
| Capitol Dome and Capitol Improvements @ .5% / 1%       | <u>33,553.22</u>               |
|                                                        | <u><b>6,710,643.48</b></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<br>ADJ. NET<br>REVENUE | TO<br>JEFFERSON<br>COUNTY | TO<br>FIVE<br>CITIES | BOLIVAR<br>8.19% | CHARLES<br>TOWN<br>41.20% | HARPERS<br>FERRY<br>2.24% | RANSON<br>34.78% | SHEPHERDS<br>TOWN<br>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             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/04/12     | \$ 132,931.16                | \$ 132,931.16             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/11/12     | \$ 134,212.88                | \$ 134,212.88             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| Subtotal     | \$ 825,441.44                | \$ 825,441.44             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ 86,622.04

VIDEO LOTTERY REPORT

FY 2009

FY 2010

FY 2011

FY 2012

FY 2013

| 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 | 07/03/2010 | 115,402.58 | 7/1-2/2011 | 69,824.12  | 07/07/2012 | 161,637.92 |
| 07/12/2008 | 176,592.38 | 07/11/2009 | 168,815.08 | 07/10/2010 | 205,731.64 | 07/09/2011 | 171,717.28 | 07/14/2012 | 129,458.04 |
| 07/19/2008 | 160,344.08 | 07/18/2009 | 160,652.98 | 07/17/2010 | 161,386.76 | 07/16/2011 | 143,019.52 | 07/21/2012 | 130,037.00 |
| 07/26/2008 | 162,982.74 | 07/25/2009 | 158,869.08 | 07/24/2010 | 160,368.28 | 07/23/2011 | 146,508.00 | 07/28/2012 | 137,164.44 |
| 08/02/2008 | 178,171.04 | 08/01/2009 | 174,493.08 | 07/31/2010 | 157,802.08 | 07/30/2011 | 144,510.28 | 08/04/2012 | 132,931.16 |
| 08/09/2008 | 123,538.04 | 08/08/2009 | 138,408.80 | 08/07/2010 | 136,494.98 | 08/06/2011 | 151,495.28 | 08/11/2012 | 134,212.88 |
| 08/16/2008 | 82,482.89  | 08/15/2009 | 81,222.14  | 08/14/2010 | 78,376.68  | 08/13/2011 | 117,350.38 |            |            |
| 08/23/2008 | 76,426.18  | 08/22/2009 | 76,260.31  | 08/21/2010 | 76,199.02  | 08/20/2011 | 71,614.12  |            |            |
| 08/30/2008 | 89,459.86  | 08/29/2009 | 80,472.92  | 08/28/2010 | 72,460.03  | 08/27/2011 | 63,432.14  |            |            |
| 09/06/2008 | 91,644.46  | 09/05/2009 | 80,798.15  | 09/04/2010 | 76,362.84  | 09/03/2011 | 80,837.76  |            |            |
| 09/13/2008 | 79,729.93  | 09/12/2009 | 86,286.92  | 09/11/2010 | 82,969.36  | 09/10/2011 | 84,845.80  |            |            |
| 09/20/2008 | 71,269.36  | 09/19/2009 | 70,010.15  | 09/18/2010 | 67,638.78  | 09/17/2011 | 66,748.62  |            |            |
| 09/27/2008 | 79,735.73  | 09/26/2009 | 69,316.87  | 09/25/2010 | 70,435.06  | 09/24/2011 | 68,929.80  |            |            |
| 10/04/2008 | 75,186.22  | 10/03/2009 | 72,286.04  | 10/02/2010 | 71,013.86  | 10/01/2011 | 68,871.64  |            |            |
| 10/11/2008 | 77,139.04  | 10/10/2009 | 69,650.63  | 10/09/2010 | 69,311.50  | 10/08/2011 | 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  |            |            |
| 11/01/2008 | 68,352.42  | 10/31/2009 | 64,528.30  | 10/30/2010 | 65,615.04  | 10/29/2011 | 60,507.98  |            |            |
| 11/08/2008 | 70,823.02  | 11/07/2009 | 63,741.59  | 11/06/2010 | 61,337.62  | 11/05/2011 | 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  |            |            |
| 12/06/2008 | 55,696.68  | 12/05/2009 | 51,006.51  | 12/04/2010 | 53,215.08  | 12/03/2011 | 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  |            |            |
| 01/03/2009 | 96,504.65  | 01/02/2010 | 92,980.40  | 01/01/2011 | 85,152.12  | 12/31/2011 | 94,661.00  |            |            |
| 01/10/2009 | 53,286.62  | 01/09/2010 | 55,020.46  | 01/08/2011 | 54,301.30  | 01/07/2012 | 74,863.40  |            |            |

|               |                   |                   |                   |                  |                  |            |           |
|---------------|-------------------|-------------------|-------------------|------------------|------------------|------------|-----------|
| 01/17/2009    | 56,068.87         | 01/16/2010        | 60,551.28         | 01/15/2011       | 54,005.90        | 01/14/2012 | 58,901.92 |
| 01/24/2009    | 71,474.63         | 01/23/2010        | 69,943.53         | 01/22/2011       | 60,924.74        | 01/21/2012 | 61,819.92 |
| 01/31/2009    | 61,089.80         | 01/30/2010        | 48,527.75         | 01/29/2011       | 48,036.94        | 01/28/2012 | 62,898.78 |
| 02/07/2009    | 83,539.63         | 02/06/2010        | 37,155.14         | 02/05/2011       | 60,777.44        | 02/04/2012 | 72,154.66 |
| 02/14/2009    | 76,054.44         | 02/13/2010        | 44,334.00         | 02/12/2011       | 67,471.84        | 02/11/2012 | 66,429.04 |
| 02/21/2009    | 91,838.41         | 02/20/2010        | 76,946.12         | 02/19/2011       | 72,018.54        | 02/18/2012 | 77,455.88 |
| 02/28/2009    | 80,806.88         | 02/27/2010        | 72,024.40         | 02/26/2011       | 75,544.02        | 02/25/2012 | 77,611.78 |
| 03/07/2009    | 48,837.13         | 03/06/2010        | 76,936.85         | 03/05/2011       | 74,535.34        | 03/03/2012 | 75,963.86 |
| 03/14/2009    | 96,025.39         | 03/13/2010        | 71,007.37         | 03/12/2011       | 66,979.48        | 03/10/2012 | 76,808.62 |
| 03/21/2009    | 79,002.82         | 03/20/2010        | 74,335.38         | 03/19/2011       | 73,113.26        | 03/17/2012 | 76,883.92 |
| 03/28/2009    | 79,250.83         | 03/27/2010        | 69,941.88         | 03/26/2011       | 68,490.80        | 03/24/2012 | 72,108.36 |
| 04/04/2009    | 75,968.30         | 04/03/2010        | 70,636.28         | 04/02/2011       | 70,846.58        | 03/31/2012 | 74,244.22 |
| 04/11/2009    | 75,964.94         | 04/10/2010        | 69,692.79         | 04/09/2011       | 67,076.78        | 04/07/2012 | 75,382.98 |
| 04/18/2009    | 80,598.22         | 04/17/2010        | 69,335.92         | 04/16/2011       | 64,698.56        | 04/14/2012 | 71,065.34 |
| 04/25/2009    | 75,571.46         | 04/24/2010        | 68,714.11         | 04/23/2011       | 67,674.14        | 04/21/2012 | 68,055.08 |
| 05/02/2009    | 73,957.05         | 05/01/2010        | 68,799.06         | 04/30/2011       | 66,807.50        | 04/28/2012 | 72,880.66 |
| 05/09/2009    | 76,697.22         | 05/08/2010        | 67,403.54         | 05/07/2011       | 66,379.74        | 05/05/2012 | 71,582.30 |
| 05/16/2009    | 71,925.70         | 05/15/2010        | 70,186.32         | 05/14/2011       | 66,699.76        | 05/12/2012 | 63,357.92 |
| 05/23/2009    | 81,395.43         | 05/22/2010        | 64,695.71         | 05/21/2011       | 63,210.44        | 05/19/2012 | 78,984.36 |
| 05/30/2009    | 82,161.55         | 05/29/2010        | 67,157.40         | 05/28/2011       | 64,724.06        | 05/26/2012 | 67,396.24 |
| 06/06/2009    | 74,895.74         | 06/05/2010        | 77,371.80         | 06/04/2011       | 74,952.34        | 06/02/2012 | 76,959.44 |
| 06/13/2009    | 67,327.23         | 06/12/2010        | 66,106.29         | 06/11/2011       | 62,203.12        | 06/09/2012 | 63,584.86 |
| 06/20/2009    | 75,500.53         | 06/19/2010        | 64,888.48         | 06/18/2011       | 61,200.76        | 06/16/2012 | 59,436.12 |
| 06/27/2009    | 67,354.10         | 06/26/2010        | 63,950.29         | 06/25/2011       | 65,470.44        | 06/23/2012 | 55,921.30 |
| 6/30/2009 *** | 32,059.58         | 06/30/2010        | 29,667.19         | 06/30/2011       | 34,351.16        | 06/30/2012 | 58,207.40 |
| <b>TOTALS</b> | <b>4403564.04</b> | <b>4041141.56</b> | <b>4016541.01</b> | <b>4124906.8</b> | <b>825441.44</b> |            |           |

Table Game Revenue

| <u>Date</u>            | <u>Amount</u>    | <u>Date</u>            | <u>Amount</u>     | <u>Date</u>            | <u>Amount</u>    |
|------------------------|------------------|------------------------|-------------------|------------------------|------------------|
| July/August, 2010      | 154,185.68       | July, 2011             | 141,718.01        | July, 2012             | 138,663.64       |
| September, 2010        | 94,247.84        | August, 2011           | 137,473.92        |                        |                  |
| October, 2010          | 105,903.60       | September, 2011        | 110,375.25        |                        |                  |
| November, 2010         | 108,717.67       | October, 2011          | 124,273.94        |                        |                  |
| December, 2010         | 118,721.11       | November, 2011         | 121,118.87        |                        |                  |
| January, 2011          | 106,189.21       | December, 2011         | 140,509.93        |                        |                  |
| February, 2011         | 105,776.45       | January, 2012          | 137,812.68        |                        |                  |
| March, 2011            | 120,927.10       | February, 2012         | 142,770.01        |                        |                  |
| April, 2011            | 130,654.61       | March, 2012            | 151,845.46        |                        |                  |
| May, 2011              | 130,492.02       | April, 2012            | 127,862.26        |                        |                  |
| June, 2011             | 121,576.41       | May, 2012              | 137,905.13        |                        |                  |
|                        |                  | June, 2012             | 129,235.38        |                        |                  |
| <u>Total 2010-2011</u> | <u>1297391.7</u> | <u>Total 2011-2012</u> | <u>1602900.84</u> | <u>Total 2011-2012</u> | <u>138663.64</u> |