

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, FEBRUARY 21, 2013
9:30 A.M.

County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- BORE Minutes - February 5, 2013
- Special Session Minutes - February 6, 2013
- Regular Meeting Minutes - February 7, 2013
- BORE Minutes - February 7, 2013
- BORE Minutes - February 12, 2013
- Working Meeting Minutes - February 14, 2013

APPROVAL OF PURCHASE ORDERS

- February 21, 2013

APPROVAL OF ACCOUNTS PAYABLE

- February 21, 2013

PUBLIC COMMENT

PRESENTATIONS:

1. 9:45 a.m. Angie Banks
- Exonerations - Discussion/Action
2. 10:00 a.m. Robert A. Murto
- Request for an appeal on Homestead Exception - Discussion/Action
3. 10:15 a.m. Lois Turco
- Presentation of AHA Annual Report - Discussion
4. 10:30 a.m. Debra Young, Jefferson County Victim Assistance Program
- Requesting approval and signature VOCA Grant Application
- Discussion/Approval
5. 10:45 a.m. BREAK

6. 11:00 a.m. Jeffrey Polczynski, ENP Director
- Request to hire Mr. Rob Amick, Part-time Public Safety Dispatcher
- Discussion/Action
7. 11:10 a.m. Jennifer Brockman, Planning & Zoning
- Approval of Job Offer for vacant Project Manager/Office Manager Position
- Discussion/Action
8. 11:20 a.m. Todd Fagan, GIS/Addressing
- Reclassification of Executive Administrative Assistant Position from Non-FLSA Exempt (70 hrs) to FLSA Exempt (80 hrs) - Discussion/Action
9. 11:30 a.m. Bill Polk, Maintenance Director & Tom Reilly, VoIP Consultant
- Update on VoIP Project - Discussion/Action

NEW BUSINESS:

10. Approval of Resolution and Contract for Governor's Community Participant Grant for the Eastern Panhandle Trailblazers for \$2,000 - Discussion/Action
11. Approval of Resolution and Contract for Governor's Community Participant Grant for the Jefferson County Black History Preservation Society for \$3,000 - Discussion/Action
12. Approval of Resolution and Contract for Governor's Community Participant Grant for the Jefferson County Parks & Recreation for \$20,000 - Discussion/Action
13. Approval of Resolution and Contract for Governor's Community Participant Grant for the Citizens Fire Company for \$10,000 - Discussion/Action
14. Approval of Resolution and Contract for Governor's Community Participant Grant for the Jefferson County Commission for \$2,000 - Discussion/Action
15. Approval of Resolution and Contract for Governor's Community Participant Grant for the Jefferson County Animal Welfare Society for \$15,000 - Discussion/Action

FINANCIAL DIRECTOR REPORTS

- Closing of inactive bank account with United Bank - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Space Needs - Discussion/Action (Possible Executive Session)

COUNTY COMMISSION REPORTS

16. Break for Lunch

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

17. 1:30 p.m. John Reisenweber, Director Jefferson County Development Authority  
- Introduce new Administrative Assistant  
- Reduction of Commercial Impact Fees to a nominal Fee for the next 24 months - Discussion/Action

18. 2:00 p.m. Employee Service Awards

19. Recess

~~~~~ Evening SESSION ~~~~~

20. 7:00 p.m. Jennifer Brockman, Director Planning & Zoning
- Joint meeting with Envision Jefferson 2035 Steering Committee Members and the County Commission - Discussion/Action

21. ADJOURN

CORRESPONDENCE:

Invitation from the Shenandoah Valley Chapter #313 Korean War Veterans Association to the Ground Breaking Ceremony for the Korean War Memorial at Jim Barnett Park, Sunday, March 2, 2013, 10 am.

Letter from Peter Fricke, resigning from the Jefferson County Farmland Protection Board.

Letter from John Allen, resigning from the Jefferson County Historic Landmarks Commission.

Letter from Susan Davis in support of Ronald Fletcher for Sheriff.

Flyer and registration form for the Forum for Rural Innovation, Friday March 8, 2013 in Winchester, Virginia.

Application form for nominations for Volunteer West Virginia.

West Virginia Association of Counties Newsletter with Registration form for 2013 Annual Conference.

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.

REGULAR TERM: (Board of Review and Equalization)

State of West Virginia, County of Jefferson, to-wit:

At a session of the Jefferson County Commission, sitting as Board of Review and Equalization, continued and held at the Courthouse thereof on Tuesday, February 5, 2013, beginning at 1:30 p.m.

PRESENT: Dale Manuel, Commission President
Walter Pellish, Commission Vice President
Patricia Noland, Commissioner
Jane Tabb, Commissioner
Lyn Widmyer, Commissioner

STAFF: June Bowers, Sr. Appraiser
Stephen Groh, Prosecuting Attorney
Cynthia Schott, Recording Clerk

In re: APPLICATION FOR ASSESSMENT REVIEW – DEBORAH F. & ALLEN WILSON

A hearing was conducted on an appeal by Deborah & Allen Wilson on Map 20B, Parcel 9 in Kabletown District.

After sworn testimony and presentation of exhibits, motion by Ms. Tabb to enter into Executive Session to discuss options regarding property on Map 20B, Parcel 9 in the Kabletown District. Motion dies for a lack of a second.

Motion by Ms. Widmyer to reduce appraisal by \$20,000. Motion dies for the lack of a second.

Motion by Mr. Pellish to deny the appeal on Map 20B, Parcel 9 in Kabletown District. Motion seconded by Mr. Manuel and approved on a vote of 4-1 with Ms. Widmyer opposing.

In re: APPLICATION FOR ASSESSMENT REVIEW – LEONARD SCHLAAK & MS. CATHERINE BRAGAW

A hearing was conducted on an appeal by Leonard Schlaak & Ms. Catherine Bragaw on Map 8C, Parcel 123 in Ranson Corporation.

After sworn testimony and presentation of exhibits, motion by Ms. Noland to deny the appeal on Map 8C, Parcel 123 in Ranson Corporation. Motion seconded by Mr. Pellish and unanimously approved.

There being no further business, Ms. Widmyer made a motion at 2:15 pm to recess until February 7, 2013. Ms. Noland seconded the motion and it was unanimously approved.

DALE MANUEL, COMMISSION PRESIDENT

SPECIAL SESSION:

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State held at the Jefferson County Commission Meeting Room on the lower floor of the Old Charles Town Library at 200 E. Washington Street, Charles Town on Wednesday February 6, 2013 beginning at 10:00 a.m.

Commissioner Manuel opened the Work Session at 10:01 a.m.

Present for the County Commission:

Dale Manuel, President
Walt Pellish, Vice President
Lyn Widmyer, Commissioner
Patricia Noland, Commissioner
Jane Tabb, Commissioner

County Administrator: Debbie Keyser
Administrative Assistant: Cynthia Schott

West Virginia Risk Pool: Steve Rawlings, Director of Operations
Chris Carey, Administrator
Nancy Sullivan, Legal Counsel

In re: Discussion regarding Insurance coverage for Sheriff, Deputies and the Commission.

Commissioner Tabb led the Pledge of Allegiance.

Commission recessed at 10:30 a.m. awaiting Commission legal counsel.
Commission reconvened at 10:06 a.m.

Mr. Manuel invited the representatives from the West Virginia Risk Pool to introduce themselves. Mr. Manuel explained that due a room scheduling conflict, the meeting would move to the Planning & Zoning Conference Room for Executive Session.

- Motion by Ms. Noland to enter into Executive Session in accordance to §6-9A-4-(2) (A) Matters arising from the appointment, employment, retirement, promotion, transfer, demotion, prospective public officer or employee unless the public officer or employee or prospective public officer or employee requests an open meeting. Motion seconded by Mr. Pellish and unanimously approved.
- Motion by Ms. Noland to come out of Executive Session. Motion seconded by Ms. Tabb and unanimously approved.

There being no further business Mr. Manuel made a motion to adjourn the meeting at 11:30 a.m. Motion seconded by Ms. Tabb and unanimously approved.

DALE MANUEL, PRESIDENT

Minutes

Jefferson County Commission

Thursday, February 07, 2013

A meeting of the Jefferson County Commission was held on Thursday, February 7, 2013 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Dale Manuel, Patsy Noland, Walter Pellish, Jane Tabb and Lyn Widmyer. Also present were Debbie Keyser, County Administrator, Cynthia Schott, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the February 7, 2013 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Pellish led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Noland to approve the Minutes of the January 30, 2013 Board of Review & Equalization Meeting. Motion seconded by Ms. Tabb and unanimously approved.

Motion by Ms. Tabb to approve the Minutes of the January 31, 2013 Regular Meeting Minutes with noted correction. Motion seconded by Ms. Noland and unanimously approved.

Motion by Mr. Manuel to approve the Minutes of the January 31, 2013 Public Hearing regarding The Aitcheson Family Trust as presented. Motion seconded by Mr. Pellish and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Noland to approve Purchase Orders in the amount of \$21,456.39 being P. O. Nos. 50268, 50269, 51370, 51279, 50225, 50227, 50228, 50229, 50864, 51242, 51277, 51280, 51287, 51288, and 52091. Motion seconded by Mr. Pellish and unanimously approved.

Ms. Tabb asked for clarification on purchase order # 50269 in the amount of \$5,300.00. Ms. Maghan explained the money was allocated in the budget to upgrade a software system for online searching of records.

APPROVAL OF ACCOUNTS PAYABLE

| CHKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------|------|--------------------------|-------|-------------|-----------|--------------|
| 069165 | 439 | AMERICAN PLANNING ASSOC | 50314 | \$ 512.00 | \$ - | \$ 512.00 |
| 069166 | 425 | ALLIANCE ELECTRIC LLC | 51271 | \$ 1,080.00 | \$ - | \$ 1,080.00 |
| 069167 | 413 | APPLE VALLEY OFF.PRODUCT | 49966 | \$ 64.42 | \$ - | \$ 64.42 |
| 069168 | 412 | BARDANE PUBLIC HEALTH CT | | \$ - | \$ 383.00 | \$ 383.00 |
| 069169 | 425 | BATTERY MART | 51269 | \$ 124.65 | \$ - | \$ 124.65 |

| | | | | | | |
|--------|---------|--------------------------|-------|-------------|--------------|--------------|
| 069170 | 425 | B-K OFFICE SUPPLY INC | 51267 | \$ 398.84 | \$ - | \$ 398.84 |
| 069170 | 425 | B-K OFFICE SUPPLY INC | 51274 | \$ 1,030.50 | \$ - | \$ 1,030.50 |
| 069170 | 425 | B-K OFFICE SUPPLY INC | 51282 | \$ 13.18 | \$ - | \$ 13.18 |
| 069170 | 439 | B-K OFFICE SUPPLY INC | 50313 | \$ 433.33 | \$ - | \$ 433.33 |
| 069171 | 425 | BOLAND SERVICES | 51273 | \$ 299.37 | \$ - | \$ 299.37 |
| 069172 | 716 | BLUE RIDGE VETERINARY | 51175 | \$ 200.00 | \$ - | \$ 200.00 |
| 069172 | 716 | BLUE RIDGE VETERINARY | 51178 | \$ 100.00 | \$ - | \$ 100.00 |
| 069173 | 439 | BREAKTHROUGH ACHIEVEMENT | 50315 | \$ 557.12 | \$ - | \$ 557.12 |
| 069174 | 425 | CITY OF CHARLES TOWN | 51270 | \$ 180.00 | \$ - | \$ 180.00 |
| 069175 | 405 | LAURENCE R CROFFORD | | \$ - | \$ 42.39 | \$ 242.39 |
| 069176 | 717 | CREAMERS WRECKER SVC | 51266 | \$ 136.00 | \$ - | \$ 136.00 |
| 069177 | 425 | OLD CHARLES TOWN LIBRARY | | \$ - | \$ 1,500.00 | \$ 1,500.00 |
| 069178 | 440 | CHOICE STAFFING, INC. | | \$ - | \$ 318.94 | \$ 318.94 |
| 069179 | 425 | COVENANT BUILDING MAINT | | \$ - | \$ 11,827.43 | \$ 11,827.43 |
| 069180 | GRANT | DELL MARKETING LP | 51263 | \$ 1,744.08 | \$ - | \$ 1,744.08 |
| 069181 | 717 | DONALD B. RICE TIRE CO. | 51276 | \$ 449.08 | \$ - | \$ 449.08 |
| 069182 | 433 | D & S CONSTRUCTION | 50862 | \$ 734.12 | \$ - | \$ 734.12 |
| 069183 | 424 | J.C.EHRLICH | | \$ - | \$ 34.00 | \$ 34.00 |
| 069183 | 425 | J.C.EHRLICH | | \$ - | \$ 602.26 | \$ 602.26 |
| 069184 | PAYROLL | HIGHMARK INC | | \$ - | \$ 32.40 | \$ 32.40 |
| 069185 | 701 | GALLS,AN ARAMARK CO | 50126 | \$ 133.00 | \$ - | \$ 133.00 |
| 069185 | 701 | GALLS,AN ARAMARK CO | 50126 | \$ 1,570.49 | \$ - | \$ 1,570.49 |
| 069185 | 716 | GALLS,AN ARAMARK CO | 50115 | \$ 758.55 | \$ - | \$ 758.55 |
| 069186 | 425 | GRAINGER, INC | 51262 | \$ 43.56 | \$ - | \$ 43.56 |
| 069186 | 425 | GRAINGER, INC | 51278 | \$ 41.42 | \$ - | \$ 41.42 |
| 069186 | 717 | GRAINGER, INC | 51262 | \$ 90.00 | \$ - | \$ 90.00 |
| 069187 | 405 | STEPHEN V GROH | | \$ - | \$ 233.91 | \$ 233.91 |
| 069188 | 402 | SALLY GRAN | | \$ - | \$ 20.91 | \$ 20.91 |
| 069189 | 717 | GUTTMAN OIL CO | | \$ - | \$ 14,157.29 | \$ 14,157.29 |
| 069190 | 716 | HILLSIDE VETERINARY HOSP | 51174 | \$ 909.02 | \$ - | \$ 909.02 |
| 069191 | 401 | RICOH USA, INC | | \$ - | \$ 29.06 | \$ 29.06 |
| 069191 | 403 | RICOH USA, INC | | \$ - | \$ 58.14 | \$ 58.14 |
| 069191 | 404 | RICOH USA, INC | | \$ - | \$ 29.07 | \$ 29.07 |
| 069191 | 405 | RICOH USA, INC | | \$ - | \$ 87.21 | \$ 87.21 |
| 069191 | 406 | RICOH USA, INC | | \$ - | \$ 29.07 | \$ 29.07 |
| 069191 | 425 | RICOH USA, INC | | \$ - | \$ 29.07 | \$ 29.07 |
| 069191 | 433 | RICOH USA, INC | | \$ - | \$ 29.07 | \$ 29.07 |
| 069191 | 440 | RICOH USA, INC | | \$ - | \$ 29.07 | \$ 29.07 |
| 069191 | 700 | RICOH USA, INC | | \$ - | \$ 58.14 | \$ 58.14 |
| 069191 | 712 | RICOH USA, INC | | \$ - | \$ 29.07 | \$ 29.07 |
| 069192 | 405 | INOVA HEALTHCARE SERVICE | 50374 | \$ 32.56 | \$ - | \$ 32.56 |
| 069193 | 701 | JEFF CO DEPUTY SHERIFF'S | | \$ - | \$ 109.53 | \$ 109.53 |
| 069194 | 402 | JEFFERSON PUBLISH CO INC | 50267 | \$ 149.48 | \$ - | \$ 149.48 |
| 069195 | 701 | KUSTOM SIGNALS, INC | 50117 | \$ 168.23 | \$ - | \$ 168.23 |
| 069196 | 700 | GLEN KILMER | | \$ - | \$ 276.00 | \$ 276.00 |
| 069197 | 401 | LEWIS CO CIRCUIT CLERK | | \$ - | \$ 92.22 | \$ 92.22 |
| 069198 | 700 | MCKINNEY'S AUTO REPAIR | 50122 | \$ 335.38 | \$ - | \$ 335.38 |
| 069199 | 402 | GAIL MAGAHA | | \$ - | \$ 9.71 | \$ 9.71 |
| 069200 | 700 | NATL PUBLIC SAFETY INFO | 50125 | \$ 288.00 | \$ - | \$ 288.00 |
| 069201 | 405 | NATIONAL MEDICAL SERVICE | 50375 | \$ 46.00 | \$ - | \$ 46.00 |
| 069202 | 405 | NATL DIST ATTORNEYS ASSO | 50061 | \$ 125.00 | \$ - | \$ 125.00 |

| | | | | | | |
|--------------|---------|---------------------------|-------|---------------------|---------------------|----------------------|
| 069203 | 424 | POTOMAC EDISON/OH | | \$ - | \$ 1,984.96 | \$ 1,984.96 |
| 069203 | 425 | POTOMAC EDISON/OH | | \$ - | \$ 19,580.00 | \$ 19,580.00 |
| 069204 | GRANT | EASTERN PANHANDLE REGION | | \$ - | \$ 1,474.00 | \$ 1,474.00 |
| 069205 | 424 | RODGERS CLOCK SERVICE | 50200 | \$ 4,500.00 | \$ - | \$ 4,500.00 |
| 069206 | 425 | RCS SECURITY | 51275 | \$ 637.54 | \$ - | \$ 637.54 |
| 069207 | 402 | RECORD MANAGEMENT SOLUTN | 49696 | \$ 35.00 | \$ - | \$ 35.00 |
| 069207 | 403 | RECORD MANAGEMENT SOLUTN | 49887 | \$ 30.00 | \$ - | \$ 30.00 |
| 069208 | 405 | HASSAN RASHEED | | \$ - | \$ 254.25 | \$ 254.25 |
| 069209 | PAYROLL | RETIREE HLTH BENEFIT TRS | | \$ - | \$ 6,300.00 | \$ 6,300.00 |
| 069210 | 700 | RIVER CITY SUPPLY LLC | 50124 | \$ 520.00 | \$ - | \$ 520.00 |
| 069211 | 403 | SOFTWARE SYSTEMS, INC | 49897 | \$ 692.05 | \$ - | \$ 692.05 |
| 069211 | 424 | SOFTWARE SYSTEMS, INC | 49897 | \$ 122.00 | \$ - | \$ 122.00 |
| 069211 | 716 | SOFTWARE SYSTEMS, INC | 50127 | \$ 1,662.99 | \$ - | \$ 1,662.99 |
| 069211 | 401 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 208.50 | \$ 208.50 |
| 069211 | 402 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 27.00 | \$ 27.00 |
| 069211 | 404 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 1,447.90 | \$ 1,447.90 |
| 069211 | 406 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 70.00 | \$ 70.00 |
| 069211 | 428 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 427.00 | \$ 427.00 |
| 069212 | 405 | BRANDON C.H. SIMS | | \$ - | \$ 497.60 | \$ 497.60 |
| 069213 | PAYROLL | WENDY SCHUTZ | | \$ - | \$ 7.15 | \$ 7.15 |
| 069214 | 701 | SAFELITE FULFILLMENT, INC | 50116 | \$ 240.89 | \$ - | \$ 240.89 |
| 069215 | 401 | SHRM - SOCIETY FOR HUMAN | | \$ - | \$ 180.00 | \$ 180.00 |
| 069216 | 717 | THOMASSEN FORD MERCURY | 51281 | \$ 73.68 | \$ - | \$ 73.68 |
| 069217 | 700 | TPS TOWN POLICE SUPPLY | 50123 | \$ 549.00 | \$ - | \$ 549.00 |
| 069218 | 425 | THOMPSON GAS | | \$ - | \$ 1,132.31 | \$ 1,132.31 |
| 069219 | 403 | UNITED SYSTEMS & SOFTWAR | | \$ - | \$ 199.00 | \$ 199.00 |
| 069220 | PAYROLL | UNICARE EAP | | \$ - | \$ 322.20 | \$ 322.20 |
| 069221 | 716 | VALLEY PET CEMETERY | 51173 | \$ 421.00 | \$ - | \$ 421.00 |
| 069222 | 700 | VALLEY VETERINAY EMERGNC | 50128 | \$ 191.92 | \$ - | \$ 191.92 |
| 069223 | 425 | WM OF WEST VIRGINIA, INC | | \$ - | \$ 672.77 | \$ 672.77 |
| 069223 | 716 | WM OF WEST VIRGINIA, INC | | \$ - | \$ 95.93 | \$ 95.93 |
| 069224 | 701 | WEST VIRGINIA UNIFORM-52 | 50118 | \$ 562.98 | \$ - | \$ 562.98 |
| 069225 | 700 | BENJAMIN S. WILLIAMS | | \$ - | \$ 276.00 | \$ 276.00 |
| 069226 | 700 | WV SIGNAL & LIGHT, INC. | 50119 | \$ 11,364.00 | \$ - | \$ 11,364.00 |
| 069226 | 701 | WV SIGNAL & LIGHT, INC. | 50119 | \$ 489.00 | \$ - | \$ 489.00 |
| 069227 | 402 | XEROX CORPORATION | 49705 | \$ 1,366.59 | \$ - | \$ 1,366.59 |
| 069227 | 439 | XEROX CORPORATION | 49952 | \$ 547.84 | \$ - | \$ 547.84 |
| | | | | | | |
| TOTAL | | | | | | \$ 102,157.39 |
| TOTAL | | | | \$ 36,753.86 | \$ 65,403.53 | \$ 102,157.39 |

**Motion by Ms. Noland to approve the accounts payable for February 7, 2013 in the amount of \$102,157.39.
Motion seconded by Mr. Manuel and unanimously approved.**

PUBLIC COMMENT:

David Tabb, resident – urged the Commission to act with caution in allocating funds for the 480 Bike Path and Park & Recreation requests due to the constraints of the budget.

Deborah Terry, resident – spoke regarding her dissatisfaction with sewage issues in Tuscowilla Hills and the customer service provided by the Corporation of Charles Town. She recommended that the County have their phone number removed from the emergency call list.

Bill Chesley, resident – offered his support for the 480 Bike Path.

Delegate Stephen Skinner, State Delegate, offered his support for the 480 Bike Path.

PRESENTATIONS:

1. Mayor Jim Auxer, Corporation of Shepherdstown – requesting financial contribution from the County to meet matching grant funding for the 480 bike route. The Corporation of Shepherdstown is applying for the Transportation Alternatives and Recreational Trails Program Grant to complete a two (2) mile bike loop from Shepherdstown to Morgan’s Grove Park. The grant has successfully passed the Intent to Apply phase. The Corporation of Shepherdstown is now securing funding for the thirty percent (30%) match required by the grant. Mayor Auxer is requesting the County Commission commit approximately \$75,403.92, seventy percent (70%) of the thirty percent (30%) match, with the Corporation of Shepherdstown funding the remaining thirty percent (30%).
 - A. **Motion by Mr. Manuel to earmark \$25,000 from the Contribution account and further explore through the budget process, including the Coal Severance for the remaining funding. Motion seconded by Ms. Noland.**
 - B. **Motion by Mr. Pellish to amend Mr. Manuel’s motion to approve the project, send a letter of commitment today and find the money at the budget workshop. Motion seconded by Mr. Manuel and unanimously approved.**
 - C. **Original motion as amended was approved with a unanimous vote.**
2. Lynn Fields, Probate Clerk – requesting a Special Session of the County Commission as a probate court in order to approve/close the estate of Mary Ellen Kavanaugh.
 - **Motion by Ms. Widmyer to convene in Special Session as the Probate Court to approve/close the estate of Mary Ellen Kavanaugh. Motion seconded by Ms. Noland and unanimously approved.**
 - **Motion by Ms. Noland to approve the closing of the estate of Mary Ellen Kavanaugh based upon the information provided by Ms. Fields, Probate Clerk. Motion seconded by Ms. Tabb and unanimously approved.**
3. Jennifer Myers, Director of Jefferson County Parks & Recreation
 - A. Requesting the \$91,167.11 plus January interest from the Shepherdstown Battlefield Account be transferred to the County Commission General Fund to be used by Parks & Recreation as voted upon at the August 9, 2012 County Commission meeting.
 - **Motion by Ms. Noland to authorize the transfer of \$91,167.11 from the Shepherdstown Battlefield Account into the General Fund, in a segregated account for use by the Parks & Recreation for the construction of the Veterans Memorial and to require any unused portion of the funds returned to the General Fund for other uses. Motion seconded by Mr. Manuel and approved on a vote of 4-1 with Mr. Pellish opposing.**
 - B. Requesting funds from the Land Improvement Fund to hire a Project Construction Manager for the Hite Road Park as they are ready to move forward on Phase I.

- **Motion by Mr. Manuel to approve funding of \$65,000 for the hiring of a Project Construction Manager for the Hite Road Park construction from the Land Improvement Fund. Motion seconded by Ms. Widmyer and approved on a vote of 4-1 with Mr. Pellish opposing.**

4. The Commission took a break at: 10:32.
The Commission reconvened at: 10:45.

5. Roger Goodwin, Chief County Engineer

A. Requesting a complete release of the Tolling/Site Stability for Bond security for John H. and Linda L. Kilroy – Notting Hill Subdivision, Lots 1-22 & Parcels A, B & C (File # 07-16) – Letter of Credit #517306 from Jefferson Security Bank, Shepherdstown, WV. The property has been subdivided eliminating the 22 lot subdivision thus creating a minor subdivision consisting of 3 lots and one (1) residue lot all on 7.484 acres.

- **Motion by Ms. Tabb to authorize a complete release of Letter of Credit #517306 in the amount of \$10,000.00 from Jefferson Security Bank, Shepherdstown, WV, which secured the Tolling/Site Stability Bond for John H and Linda L. Kilroy – Notting Hill Subdivision, Lots 1-22 & Parcels A, B & C (File #07-16). Motion seconded by Ms. Noland and unanimously approved.**

B. Complete release of the Construction Bond security for First National Bank of Omaha/Rock Ferry Subdivision - Rock Ferry Station Subdivision, Lots 1- 43 & Residue Lots 1 & 2 (File #04-20) – Letter of Credit #10704940-4401 United Bank, Shepherdstown, West Virginia. The construction bond had been re-secured with Cash-In-Escrow with United Bank, Shepherdstown, West Virginia in the amount of \$247,118.00.

- **Motion by Ms. Noland to authorize a complete release of the remaining \$1,154,357.00 construction bond for First National Bank of Omaha/Rock Ferry Subdivision – Rock Ferry Station Subdivision, Lots 1- 43 & Residue Lots 1 & 2 (File#04-20).**

C. Complete release of the Construction Bond security for Rock Ferry, LLC-Rock Ferry Station subdivision, Lots 1-43 & Residue Lots 1 & 2 (File #04-20) – Letter of Credit #4306060287 Acacia Federal Savings Bank, Falls Church, Virginia. The construction bond has been re-secured with Cash-In-Escrow with United Bank, Shepherdstown, West Virginia in the amount of \$247,118.

- **Motion by Ms. Noland to authorize a complete release of the remaining \$1,154,357.00 Construction Bond for Rock Ferry LLC-Rock Ferry Station Subdivision, Lots 1-43 & Residue Lots 1 & 2 (File #04-20). Motion seconded by Ms. Tabb and unanimously approved.**

D. Presentation to the County Commission of the 2012 Calendar Year Impact Fees Annual Report.

- **Motion by Ms. Widmyer to stay the inflationary adjustment to the impact fees as outlined in the annual report. Motion seconded by Mr. Manuel and unanimously approved.**

6. Paul Shroyer, Financial Director & Mr. Bill Polk, Maintenance Director

A. Discussion on cost savings due to instituting the Central Garage. Mr. Polk gave figures on the number of oil changes, transmission work, tires rotated and preventative maintenance performed at

the shop. The Commission requested Mr. Polk return to the Commission with actual figures showing any savings incurred. Did we meet the target projected? Mr. Shroyer recommended Mr. Polk return after the end of the fiscal year to have a full year's figures to compare.

- B. Discussion regarding wage scale. Mr. Shroyer presented the Jacob's Wage Scale indexed for the Consumer Price Index for two years. Mr. Shroyer explained he took the original Jacob's Scale and indexed it for two years to bring it through December 2012. Mr. Shroyer is asking the Commission to approve the wage scale so there is a point of reference for Elected Officials and Department Managers to go by in doing their budgets. Mr. Shroyer assured the Commission this does not lock them into salaries. The Commissioners may always back it out.
- **The consensus of the Commission is to approve the wage scale as presented by Mr. Shroyer for purposes of projecting a potential budget. The Commission emphasized this is only for a starting point in working on the budget and should not be viewed as approved.**

UNFINISHED BUSINESS

7. Jennifer Brockman, Director of Planning & Zoning – John D. Lowe, III

Discussion and possible action of the landowner-initiated petition to amend the Count Zoning map for a 8.07 acre property owned by John D. Lowe, III, designated as Tax District: Shepherdstown, Map 8, Parcel: part of 5, located on the south side of Route 45 and the east side of Potomac Farms Road (public hearing held on January 10, 2013).

- **Motion by Mr. Pellish to approve the proposed Zoning Map Amendment for a 8.07 acre property owned by John D. Lowe, III, designated as Tax District: Shepherdstown, Map 8, Parcel: part of 5, located on the south side of Route 45 and east side of Potomac Farms Road, based on the following facts: 1) This is recommend unanimously by Planning Commission, 2) This is within conformance of the Comprehensive Plan, Motion seconded by Ms. Tabb and approved on a vote of 4-1 with Ms. Widmyer opposing.**

NEW BUSINESS

8. Discussion of the Korean War Memorial – Ms. Widmyer stated, for \$100 the Commission can purchase a brick to commemorate the eight (8) residents of Jefferson County who died during the Korean War.
- **Motion by Ms. Widmyer to acquire for \$100 a 4x8 inch brick to include language engraved in it stating this is from the Jefferson County Commission. Motion seconded by Ms. Noland and approved on a vote of 4-1 with Ms. Tabb opposing.**
9. The Commission recessed for lunch at 12:10 p.m.
The Commission reconvened at: 1:07 p.m.

UNFINISHED BUSINESS (continued)

10. Discussion of the process of filling the Sheriff position – Ms. Grove, Assistant Prosecuting Attorney, informed

the Commission the Attorney General affirmed the Commission is responsible for appointing a Sheriff in as timely a manner as possible. The state code requires the person is a resident, has a high school diploma, and must be of the same party as the party that vacated the seat. There are no requirements for posting the position. This does count as a term because it is part of a term. The person would be filling an unexpired term. The appointed person could run for one more term. It was the consensus of the Commission they need to come up with the criteria for what they are looking for in a Sheriff.

- **Motion by Mr. Manuel for the Commission to develop an ad to advertise the position for two (2) weeks in two local papers. Motion seconded by Ms. Tabb and unanimously approved.**
- **Motion by Mr. Manuel for the Commission to develop a procedure for the Sheriff selection process to include the following (but not limited to):**
 - **Select a search committee**
 - **Interview process**
 - **Additional job qualifications**
 - **Possible Public Hearing**

Motion seconded by Mr. Pellish. Mr. Manuel withdrew his motion.

Mr. Manuel inquired as to the next step. It was the consensus of the Commission to come back together with their thoughts as to the procedure for selecting a Sheriff at the next meeting, February 14th.

Jennifer Brockman, Director of Planning and Zoning – Jefferson Asphalt

Discussion and possible action regarding the landowner-initiated petition to amend the County Zoning map for a 34.27 acre property owned by Jefferson Asphalt Products, Inc., designated as Tax District: Charles Town, Map: 13, Parcel: 7, located on the south side of Route 51 near the Tuscowilla Hills entrance approximately two (2) miles west of Charles Town (public hearing held on January 10, 2013).

On January 10, 2013 the County Commission held a Public Hearing for the purpose of receiving public input on the same landowner initiated petition to amend the County Zoning Map. Based on the input of that meeting, the County Commission requested a workshop to be held on February 7, 2013 with speakers to address the Altona Marsh and the potential impact of future development on the Jefferson Asphalt property on the Marsh. To that end, the following speakers spoke at the February 7th County Commission meeting.

Joe Hankins, Vice President of the Conservation Fund and Director of the Freshwater Institute program.

Kieran O'Malley, WV Division of Natural Resources Wildlife Diversity District Biologist, WV Division of Natural Resources.

Amy Cimarolli, Director of Science, The Nature Conservancy, WV Field Office.

Annette van Hilst, R. A., The Crossroad Group, spoke on behalf of the applicant. John Thomas, co-owner of Jefferson Asphalt stated they would be willing to grant a permanent easement of the wetland to the appropriate organization who would maintain it.

- **Motion by Mr. Pellish to approve the proposed Zoning Map Amendment for 34.27 acre property owned by Jefferson Asphalt Product, Inc., designated as Tax District: Charles Town, Map:13, Parcel:7, located on the south side of Route 51 near the Tuscowilla Hills entrance approximately two (2) miles west on Charles Town. Motion seconded by Ms. Tabb and approved on a vote of 3-2 with Ms. Widmyer and Mr. Manuel opposing.**

COUNTY ADMINISTRATOR REPORT

- Ms. Keyser reminded the Commissioners of the following dates:
 - February 14th is the meeting with Jefferson County Emergency Services Agency and Budget Workshop.
 - February 28th is “Meet with your Commissioner” get together at the Black Dog Café.
 - At the February 21st Commission meeting there will be 30 employees to receive certificates for the “Years of Service” awards.
- Ms. Keyser stated Mr. Reisenweber was unable to attend today, but requested permission to hire an Administrative Assistant to replace Lane Donley at the same salary.
 - **Motion by Ms. Widmyer to approve the hiring of an Administrative Assistant for the Development Authority at the same salary. Motion seconded by Ms. Tabb and unanimously approved.**
- Ms. Keyser will be meeting with Loudon County Monday February 11th, regarding an incident which occurred that might affect our mutual aid agreement.
- Two new IT candidates have been interviewed and Mr. Keyser will be bringing a recommendation before the Commission soon.
- Ms. Keyser reported she had spoken with Mr. Reisenweber regarding the Economic Summit and it will be scheduled on an off Thursday if the Commissioners were agreeable to it.
- Ms. Keyser informed the Commission of her desire to attend the County Commissioner’s Association Meeting in Charleston. It was the consensus of the Commission Ms. Keyser attends.

COUNTY COMMISSIONERS REPORTS

- Dale Manuel:
 - Public Hearing on the Aitcheson Rezoning.
 - Public Meeting Envision 2035 – South Jefferson High School.
 - Smoot Building walk through.
 - BORE – 2 meetings.
 - After school program for Middle School students – Presentation at the Courthouse.
 - Meeting with West Virginia Risk Pool regarding coverage.
- Patsy Noland:
 - Public Hearing on Aitcheson Rezoning.
 - Region 9 meeting.
 - Storm Water Management Ordinance Stakeholders Workshop.
 - Special meeting with West Virginia Risk Pool.
 - Partnership for Affordable housing Executive Committee meeting.
 - Partnership for Affordable Housing Monthly Meeting – election of officers – was elected President.
 - BORE – 2 meetings.
- Walt Pellish:
 - Public Hearing on Aitcheson Rezoning.
 - BORE – 2 meetings.
 - Special meeting with West Virginia Risk Pool.
- Jane Tabb:
 - Extension Service Committee meeting – budget approved and three agents hired.
 - PSD meeting.
 - Special meeting with West Virginia Risk Pool.

- Jefferson County Fair Livestock meeting.
- BORE – 2 meetings

- Lyn Widmyer:
 - Public Hearing on Aitcheson Rezoning.
 - BORE – 2 meetings.
 - Special meeting with West Virginia Risk Pool.

COUNTY ADMINISTRATOR REPORT (continued)

Space needs/building options

- **Motion by Mr. Pellish to enter into Executive Session in accordance to §6-9A-(2) (9) To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision: Provided, That information relied on during the course of deliberations on matters involving commercial competition are exempt from disclosure under the open meetings requirements of this article only until the commercial competition has been finalized and completed: Provided, however, That act does not become subject to disclosure as a result of executive session. Motion seconded by Ms. Tabb and unanimously approved.**

- **Motion by Mr. Pellish to come out of Executive Session. Motion seconded by Ms. Tabb and unanimously approved.**

The Commission meeting was adjourned at 2:50 pm on a motion by Mr. Pellish and a second by Ms. Tabb.

Dale Manuel, PRESIDENT

REGULAR TERM: (Board of Review and Equalization)

State of West Virginia, County of Jefferson, to-wit:

At a session of the Jefferson County Commission, sitting as Board of Review and Equalization, continued and held at the Courthouse thereof on Thursday, February 7, 2013, beginning at 3:11 p.m.

PRESENT: Dale Manuel, Commission President
Walter Pellish, Commission Vice President
Patricia Noland, Commissioner
Jane Tabb, Commissioner
Lyn Widmyer, Commissioner

STAFF: June Bowers, Sr. Appraiser
Stephanie Grove, Prosecuting Attorney
Cynthia Schott, Recording Clerk

In re: **APPLICATION FOR ASSESSMENT REVIEW – GARY LAPTOSH**

A hearing was conducted on an appeal by Gary Laptosh on Map 16, Parcel 24 in Middleway District.

Mrs. Nancy McBride, Keller Williams Real Estate spoke on behalf of Mr. Laptosh.

After sworn testimony and presentation of exhibits, motion by Mr. Manuel to deny the appeal on Map 16, Parcel 24 in Middleway District. Motion seconded by Mr. Pellish and approved on a vote of 4-1 with Ms. Tabb opposing.

There being no further business, Ms. Noland made a motion at 3:45 to recess until February 12, 2013. Ms. Widmyer seconded the motion and it was unanimously approved.

DALE MANUEL, COMMISSION PRESIDENT

REGULAR TERM: (Board of Review and Equalization)

State of West Virginia, County of Jefferson, to-wit:

At a session of the Jefferson County Commission, sitting as Board of Review and Equalization, continued and held at the Courthouse thereof on Tuesday, February 12, 2013, beginning at 1:30 p.m.

PRESENT: Dale Manuel, Commission President
Patricia Noland, Commissioner
Jane Tabb, Commissioner
Lyn Widmyer, Commissioner

STAFF: June Bowers, Sr. Appraiser
Stephanie Grove, Prosecuting Attorney
Cynthia Schott, Recording Clerk

In re: APPLICATION FOR ASSESSMENT REVIEW – SHENANDOAH SALES & SERVICE, DAVID C. TABB

A hearing was conducted on an appeal by David Tabb, Shenandoah Sales & Service on Map 10, Parcel 8 in Harpers Ferry District.

Commissioner Tabb recused herself from this proceeding as Mr. Tabb is her brother in-law.

After sworn testimony and presentation of exhibits, motion by Ms. Noland to deny the appeal on Map 10, Parcel 8 in Harpers Ferry District. Motion seconded by Ms. Widmyer and approved unanimously.

In re: APPLICATION FOR ASSESMENT REVIEW – FIRST CHARLES TOWN GROUP

A hearing was conducted on an appeal by the First Charles Town Group on Map 15, Parcel 9.13 in Charles Town Corporation, Map 15, Parcel 9.27 in Charles Town Corporation, Map 15, Parcel 9.2 in Charles Town Corporation and Map 15, Parcel 9.26 in Charles Town Corporation. Mr. Peter Chakmakian represented the First Charles Town Group. Mr. Chakmakian was accompanied by a court reporter.

After sworn testimony and presentation of exhibits, Ms. Tabb moved to use the 2012 assessed value and add 25%. Motion seconded by Ms. Noland. Ms. Tabb withdrew her motion.

Upon consensus, the Commission decided to address the properties separately.

After sworn testimony and presentation of exhibits, motion by Ms. Tabb, seconded by Ms. Noland to reduce the appraised value on Map 15, Parcel 9.27 in the Charles Town Corporation from 357,700 – 259,800. Motion approved on a vote of 3-1 with Ms. Widmyer opposing.

After sworn testimony and presentation of exhibits, motion by Ms. Tabb, seconded by Ms. Noland to reduce the appraised value on Map 15, Parcel 9.2 in the Charles Town Corporation from 332,300 – 247,100. Motion approved on a vote of 3-1 with Ms. Widmyer opposing.

After sworn testimony and presentation of exhibits, motion by Ms. Tabb, seconded by Ms. Noland to reduce the appraised value on Map 15, Parcel 9.26 in the Charles Town Corporation from 101,500 - 51,100. Motion approved on a vote of 3-1 with Ms. Widmyer opposing.

After sworn testimony and presentation of exhibits, motion by Ms. Tabb to deny the appeal on Map 15, Parcel 9.13 in Charles Town Corporation. Motion seconded by Ms. Noland and unanimously approved.

In re: APPLICATION FOR ASSESMENT REVIEW – DONALD J. ORSER

A hearing was conducted on an appeal by Donald J. Orser on the following properties:

| | | |
|---------|------------|------------------------|
| Map 6A | Parcel 146 | Kabletown District |
| Map 23F | Parcel 111 | Charles Town District |
| Map 8D | Parcel 28 | Kabletown District |
| Map 8D | Parcel 31 | Kabletown District |
| Map 12D | Parcel 61 | Harpers Ferry District |
| Map 20A | Parcel 24 | Middleway District |

After sworn testimony and presentation of exhibits, motion by Ms. Noland to deny appeal on Map 6A, Parcel 146 in the Kabletown District. Motion seconded by Mr. Manuel and unanimously approved.

After sworn testimony and presentation of exhibits, motion by Ms. Widmyer to deny appeal on Map 23F, Parcel 111 in the Charles Town District. Motion seconded by Ms. Noland and unanimously approved.

After sworn testimony and presentation of exhibits, motion by Ms. Widmyer to deny appeal on Map 8D, Parcels 28 & 31 in the Kabletown District. Motion seconded by Ms. Tabb and unanimously approved.

After sworn testimony and presentation of exhibits, motion by Ms. Noland to deny appeal on Map 12D, Parcel 61 in the Harpers Ferry District. Motion seconded by Ms. Tabb and unanimously approved.

After sworn testimony and presentation of exhibits, motion by Ms. Widmyer to deny appeal on Map 20A, parcel 24 in the Middleway District. Motion seconded by Mr. Manuel and unanimously approved.

In re: APPLICATION FOR ASSESMENT REVIEW – RANSON SELF STORAGE

A hearing was conducted on an appeal by Ranson Self Storage on Map 8, Parcel 26 in the Ransom Corporation. Mr. Spencer Carraher represented Ranson Self Storage.

After sworn testimony and presentation of exhibits, motion by Ms. Widmyer to reduce the appraised value from \$756,500 to \$656,500 based upon the environmental condition of the property. Motion seconded by Mr. Manuel and unanimously approved.

There being no further business, motion by Ms. Noland at 5:35 pm to recess until February 19, 2013. Motion seconded by Ms. Widmyer and unanimously approved.

DALE MANUEL, COMMISSION PRESIDENT

Minutes

Jefferson County Commission

Thursday, February 14, 2013

A meeting of the Jefferson County Commission was held on Thursday, February 14, 2013 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Dale Manuel, Patsy Noland, Walter Pellish, Jane Tabb and Lyn Widmyer. Also present were Debbie Keyser, County Administrator, Cynthia Schott, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the February 14, 2013 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Widmyer led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Widmyer to approve the Minutes of the January 17, 2013 Regular Meeting Minutes with noted correction. Motion seconded by Ms. Noland and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Mr. Pellish to approve Purchase Orders in the amount of \$24,030.87 being P. O. Nos. 50348, 50349, 50351, 51285, 51369, 49902, 50270, 50005, 51268, 50401, 49961, 50376, 50377, 503798, 50379, 50380, 50131, 50130, 50133, 50135 and 51289. Motion seconded by Ms. Tabb and unanimously approved.

Ms. Widmyer asked for clarification on purchase order # 50133 in the amount of \$1,275.00 for auto supplies. Ms. Widmyer was confused as to why auto supplies were coming out of a department budget due to the Central Garage. Mr. Shroyer explained it was for special equipment for police cruisers.

APPROVAL OF ACCOUNTS PAYABLE

| CHCKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------|---------|--------------------------|-------|-----------|-----------|--------------|
| 069230 | 428 | ACS GOVERNMENT SYSTEMS | 50268 | \$ 200.00 | \$ - | \$ 200.00 |
| 069231 | 424 | AT&T/IL | | \$ - | \$ 1.57 | \$ 1.57 |
| 069232 | 440 | ASSOC ST.FLOODPLAIN MNGR | 50227 | \$ 220.00 | \$ - | \$ 220.00 |
| 069233 | 712 | USA MOBILITY WIRELESS,IN | | \$ - | \$ 207.00 | \$ 207.00 |
| 069234 | 425 | BIEDLERS ELEC MOTOR REP | 50402 | \$ 70.21 | \$ - | \$ 70.21 |
| 069235 | 406 | ANGELA L BANKS | | \$ - | \$ 94.00 | \$ 94.00 |
| 069236 | 425 | B-K OFFICE SUPPLY INC | 51287 | \$ 828.00 | \$ - | \$ 828.00 |
| 069237 | 424 | BOLAND SERVICES | 51231 | \$ 270.00 | \$ - | \$ 270.00 |
| 069237 | 425 | BOLAND SERVICES | 51117 | \$ 991.01 | \$ - | \$ 991.01 |
| 069238 | PAYROLL | BUREAU F/CHILD SUPPORT | | \$ - | \$ 49.85 | \$ 49.85 |

| | | | | | | |
|--------|---------|--------------------------|-------|-------------|--------------|--------------|
| 069239 | PAYROLL | BUREAU F/CHILD SPRT ENF | | \$ - | \$ 212.31 | \$ 212.31 |
| 069240 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 461.54 | \$ 461.54 |
| 069241 | 451 | STEVE BARNEY | | \$ - | \$ 93.05 | \$ 93.05 |
| 069242 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 23.08 | \$ 23.08 |
| 069243 | 700 | BLADE-TECH INDUSTRIES | 50132 | \$ 76.63 | \$ - | \$ 76.63 |
| 069244 | 424 | CHARLES TOWN UTILITY BRD | | \$ - | \$ 56.02 | \$ 56.02 |
| 069244 | 425 | CHARLES TOWN UTILITY BRD | | \$ - | \$ 768.27 | \$ 768.27 |
| 069245 | PAYROLL | CHILD SUPPORT ENFORCE AG | | \$ - | \$ 27.69 | \$ 27.69 |
| 069246 | 425 | COVENANT BUILDING MAINT | 51280 | \$ 176.80 | \$ - | \$ 176.80 |
| 069247 | GRANT | DELL MARKETING LP | 51251 | \$ 2,586.82 | \$ - | \$ 2,586.82 |
| 069248 | PAYROLL | DIVERSIFIED COLLECTION | | \$ - | \$ 154.83 | \$ 154.83 |
| 069249 | 433 | D & S CONSTRUCTION | 50864 | \$ 427.40 | \$ - | \$ 427.40 |
| 069250 | PAYROLL | DELTA DENTAL OF WV | | \$ - | \$ 5,611.84 | \$ 5,611.84 |
| 069251 | 425 | DIAMOND ELECTRIC | 51288 | \$ 112.50 | \$ - | \$ 112.50 |
| 069252 | 415 | GENERAL COUNTY FUND-J FE | | \$ - | \$ 22,129.20 | \$ 22,129.20 |
| 069253 | 424 | GLOBALSTAR USA | 51279 | \$ 1,653.21 | \$ - | \$ 1,653.21 |
| 069254 | 401 | GLOBAL DATA CONSULTANTS | | \$ - | \$ 220.00 | \$ 220.00 |
| 069254 | 405 | GLOBAL DATA CONSULTANTS | | \$ - | \$ 1,980.00 | \$ 1,980.00 |
| 069254 | 440 | GLOBAL DATA CONSULTANTS | | \$ - | \$ 430.00 | \$ 430.00 |
| 069255 | 716 | HILLSIDE VETERINARY HOSP | 50352 | \$ 40.45 | \$ - | \$ 40.45 |
| 069256 | 424 | HASLER INC. | 50073 | \$ 79.98 | \$ - | \$ 79.98 |
| 069257 | 425 | IDVILLE, INC | 51370 | \$ 158.70 | \$ - | \$ 158.70 |
| 069258 | 440 | INTERNAT'L CODE COUNCIL | 50225 | \$ 125.00 | \$ - | \$ 125.00 |
| 069259 | PAYROLL | ING NATIONAL TRUST | | \$ - | \$ 2,050.00 | \$ 2,050.00 |
| 069260 | 425 | JEFF CO PUBLIC SER DEPT | | \$ - | \$ 197.01 | \$ 197.01 |
| 069261 | 424 | THE JOURNAL | 50405 | \$ 86.90 | \$ - | \$ 86.90 |
| 069262 | 425 | JEFFERSON UTILITIES INC | | \$ - | \$ 559.76 | \$ 559.76 |
| 069263 | PAYROLL | JEFFERSON SECURITY BANK | | \$ - | \$ 4,773.00 | \$ 4,773.00 |
| 069263 | PAYROLL | JEFFERSON SECURITY BANK | | \$ - | \$ 40.00 | \$ 40.00 |
| 069264 | 401 | DEBBIE KEYSER | | \$ - | \$ 26.07 | \$ 26.07 |
| 069265 | 712 | LANGUAGE LINE SERVICES | | \$ - | \$ 169.88 | \$ 169.88 |
| 069266 | 412 | JUDITH A MATLICK | | \$ - | \$ 159.93 | \$ 159.93 |
| 069267 | 425 | HOME DEPOT CREDIT SERVIC | | \$ - | \$ 34.91 | \$ 34.91 |
| 069267 | 716 | HOME DEPOT CREDIT SERVIC | | \$ - | \$ 285.02 | \$ 285.02 |
| 069268 | PAYROLL | HELEN M. MORRIS, TRUSTEE | | \$ - | \$ 150.00 | \$ 150.00 |
| 069269 | PAYROLL | NATIONWIDE RETIREMENT | | \$ - | \$ 774.00 | \$ 774.00 |
| 069270 | 402 | PIFER OFFICE SUPPLY, INC | 50266 | \$ 85.72 | \$ - | \$ 85.72 |
| 069270 | 402 | PIFER OFFICE SUPPLY, INC | 50271 | \$ 30.78 | \$ - | \$ 30.78 |
| 069270 | 403 | PIFER OFFICE SUPPLY, INC | 49900 | \$ 33.33 | \$ - | \$ 33.33 |
| 069271 | 440 | POSTMASTER CHARLES TOWN | 50226 | \$ 88.00 | \$ - | \$ 88.00 |
| 069272 | 701 | PREMIER COMPUTER SERVICE | 50134 | \$ 75.00 | \$ - | \$ 75.00 |
| 069273 | 700 | ROMULO QUEZADA | | \$ - | \$ 15.93 | \$ 15.93 |
| 069274 | GRANT | RCS SECURITY | | \$ - | \$ 320.90 | \$ 320.90 |
| 069275 | 404 | SHERIFF OF JEFFERSON CO | 52092 | \$ 23.25 | \$ - | \$ 23.25 |
| 069276 | 404 | SHERIFF OF JEFFERSON CO | 52093 | \$ 17.94 | \$ - | \$ 17.94 |
| 069277 | 404 | SPECIALTY BUS SUPPLIES | 52091 | \$ 232.00 | \$ - | \$ 232.00 |
| 069278 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 9,474.12 | \$ 9,474.12 |
| 069278 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 40,509.94 | \$ 40,509.94 |
| 069278 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 23.78 | \$ 23.78 |
| 069278 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 101.66 | \$ 101.66 |
| 069278 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 118.12 | \$ 118.12 |

| | | | | | | |
|--------|---------|--------------------------|-------|-------------|--------------|--------------|
| 069278 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 38,000.04 | \$ 38,000.04 |
| 069279 | 401 | STAPLES CREDIT PLAN | | \$ - | \$ 50.98 | \$ 50.98 |
| 069279 | 700 | STAPLES CREDIT PLAN | | \$ - | \$ 784.08 | \$ 784.08 |
| 069279 | 712 | STAPLES CREDIT PLAN | | \$ - | \$ 206.95 | \$ 206.95 |
| 069280 | 425 | SHERWIN-WILLIAMS | 51283 | \$ 47.36 | \$ - | \$ 47.36 |
| 069281 | 700 | WALTER F STEPHENS, JR IN | 50129 | \$ 42.50 | \$ - | \$ 42.50 |
| 069282 | 711 | SOFTWARE COMPUTER GROUP | 53192 | \$ 150.00 | \$ - | \$ 150.00 |
| 069282 | 711 | SOFTWARE COMPUTER GROUP | 53192 | \$ 150.00 | \$ - | \$ 150.00 |
| 069283 | 425 | SHENANDOAH VALLEY WATER | | \$ - | \$ 664.55 | \$ 664.55 |
| 069284 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 12,722.44 | \$ 12,722.44 |
| 069285 | 401 | SVC#313 | | \$ - | \$ 100.00 | \$ 100.00 |
| 069286 | 425 | CAPITAL TRISTATE | 51242 | \$ 4,504.93 | \$ - | \$ 4,504.93 |
| 069287 | 401 | UNITED BANKCARD CENTER | | \$ - | \$ 580.13 | \$ 580.13 |
| 069287 | 402 | UNITED BANKCARD CENTER | | \$ - | \$ 34.95 | \$ 34.95 |
| 069287 | 402 | UNITED BANKCARD CENTER | | \$ - | \$ 1,356.90 | \$ 1,356.90 |
| 069287 | 403 | UNITED BANKCARD CENTER | | \$ - | \$ 82.34 | \$ 82.34 |
| 069287 | 403 | UNITED BANKCARD CENTER | | \$ - | \$ 37.20 | \$ 37.20 |
| 069287 | 405 | UNITED BANKCARD CENTER | | \$ - | \$ 1,180.00 | \$ 1,180.00 |
| 069287 | 412 | UNITED BANKCARD CENTER | | \$ - | \$ 445.56 | \$ 445.56 |
| 069287 | 413 | UNITED BANKCARD CENTER | | \$ - | \$ 19.14 | \$ 19.14 |
| 069287 | 415 | UNITED BANKCARD CENTER | | \$ - | \$ 74.79 | \$ 74.79 |
| 069287 | 424 | UNITED BANKCARD CENTER | | \$ - | \$ 39,699.88 | \$ 39,699.88 |
| 069287 | 424 | UNITED BANKCARD CENTER | | \$ - | \$ 5.15 | \$ 5.15 |
| 069287 | 424 | UNITED BANKCARD CENTER | | \$ - | \$ 106.95 | \$ 106.95 |
| 069287 | 424 | UNITED BANKCARD CENTER | | \$ - | \$ 165.23 | \$ 165.23 |
| 069287 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 69.94 | \$ 69.94 |
| 069287 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 98.54 | \$ 98.54 |
| 069287 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 79.77 | \$ 79.77 |
| 069287 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 15.94 | \$ 15.94 |
| 069287 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 28.53 | \$ 28.53 |
| 069287 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 45.40 | \$ 45.40 |
| 069287 | 428 | UNITED BANKCARD CENTER | | \$ - | \$ 424.00 | \$ 424.00 |
| 069287 | 433 | UNITED BANKCARD CENTER | | \$ - | \$ 87.62 | \$ 87.62 |
| 069287 | 433 | UNITED BANKCARD CENTER | | \$ - | \$ 232.50 | \$ 232.50 |
| | 433 | UNITED BANKCARD CENTER | | \$ - | \$ 520.00 | \$ 520.00 |
| 069287 | 439 | UNITED BANKCARD CENTER | | \$ - | \$ 367.15 | \$ 367.15 |
| 069287 | 439 | UNITED BANKCARD CENTER | | \$ - | \$ 37.09 | \$ 37.09 |
| 069287 | 439 | UNITED BANKCARD CENTER | | \$ - | \$ 15.00 | \$ 15.00 |
| 069287 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 309.50 | \$ 309.50 |
| 069287 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 342.10 | \$ 342.10 |
| 069287 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 154.54 | \$ 154.54 |
| 069287 | 711 | UNITED BANKCARD CENTER | | \$ - | \$ 174.00 | \$ 174.00 |
| 069287 | 711 | UNITED BANKCARD CENTER | | \$ - | \$ 185.32 | \$ 185.32 |
| 069287 | 711 | UNITED BANKCARD CENTER | | \$ - | \$ 391.48 | \$ 391.48 |
| 069287 | 712 | UNITED BANKCARD CENTER | | \$ - | \$ 3,526.97 | \$ 3,526.97 |
| 069287 | 716 | UNITED BANKCARD CENTER | | \$ - | \$ 525.00 | \$ 525.00 |
| 069288 | 424 | VERIZON | | \$ - | \$ 1,133.03 | \$ 1,133.03 |
| 069289 | 401 | WV ETHICS REPORTER, INC | | \$ - | \$ 189.00 | \$ 189.00 |
| 069290 | 440 | WV CODE OFFICIALS ASSOC | 50228 | \$ 120.00 | \$ - | \$ 120.00 |
| 069291 | 439 | XEROX CORPORATION | 49952 | \$ 89.00 | \$ - | \$ 89.00 |
| | | | | | | |

| | | | | | | | |
|-------|--|--|--|--------------|---------------|----|------------|
| TOTAL | | | | | | \$ | 211,367.38 |
| TOTAL | | | | \$ 13,793.42 | \$ 197,573.96 | \$ | 211,367.38 |

**Motion by Ms. Noland to approve the accounts payable for February 14, 2013 in the amount of \$211,367.68.
Motion seconded by Mr. Manuel and unanimously approved.**

PUBLIC COMMENT:

Kathy Knight, resident – shared her perception of what she has been told by residents regarding the appointing of the Sheriff. Public input and a transparent process.

Chris Andrews, resident & Coordinator for Campaign For Liberty – stressed to the Commission his belief one of the most important duties of a Sheriff is to stand up to anyone or thing that threatens a citizens rights. He hopes this will be a characteristic of who they appoint for sheriff. He also requested public meetings during this process

David Tabb, resident – thanked the Commission for holding the Board of Review and Equalization back in the courthouse where he believes meetings should be held. Mr. Tabb also encouraged the Commission to have an open process for appointing the Sheriff.

Reese Clabaugh, resident – expressed his interest in the process for the appointment of the Sheriff.

PRESENTATIONS:

1. Doug Pittinger, Director of Jefferson County Emergency Services Agency, Ed Hannon, Deputy Director and Marty Freeman, Business Manager – 2013-2014 Budget presentation.

Mr. Pittinger, Ed Hannon and Marty Freeman, on behalf of the Board of Directors of the Jefferson County Emergency Services Agency, presented a power point presentation outlining their budget needs for 2013-2014 and justification for funding. Included in the presentation was a proposal for instituting Fire/Emergency fees to help fund the needs of the JCESA. This would enable JCESA to hire nine new employees, who would be cross-trained, and would increase response time in the county. JCESA also expressed their desire to have the CAD system in place as it would help not only with call response, but it is integral in gathering statistical data, and assisting with improved response time and safety.

2. The Commission recessed for break at 10:50 a.m.
The Commission reconvened at 11:05 a.m.

3. Paul Shroyer, Financial Director

Budget Workshop – Mr. Shroyer presented seven (7) options for budget scenarios for the Commission to consider in developing the budget. Ms. Widmyer and Ms. Tabb requested meeting with each of the Department Managers and Elected Officials to understand their budget process and budget requests. The Commission would also like a spreadsheet with expenditures outlined in the same manner the revenues have been. Ms. Noland would also like to see a breakdown of the Capital Outlay account.

Ms. Noland expressed her concern over the hiring of an IT Director. Ms. Noland has been researching the costs and believes contracting the IT service would be more cost effective. Ms. Noland passed a handout to the Commissioners detailing her research. This will be revisited during the budgeting process.

Mr. Manuel expressed his desire to have a starting point in regard to the budget process. With that in mind

- **Mr. Manuel moved to use option four (4) as a starting point which would include funding JCESA at 2.1 million and the salary step proposal with JCESA getting the same step increase as the Development Authority & Park & Recreation. Motion seconded by Ms. Widmyer and approved on a vote of 4-1 with Mr. Pellish opposing.**

Funding for the 480 Bike Path. Mr. Shroyer understood that \$25,000 was coming from Contributions and \$50,000 out of Coal Severance. It was the consensus of the Commission to move forward in that manner.

Budget Revision #11 – Additional Grant Fund of \$1,850.00 for Animal Control.

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 14th Day of February, 2013, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission doe hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #11 to the General County Fund, a copy of which is entered as part of this record.

The adoption of the foregoing Resolution having been moved by Mr. Manuel, and duly seconded by Ms. Tabb the vote was as follows:

| | |
|--------------|-----|
| Dale Manuel | Yes |
| Patsy Noland | Yes |
| Walt Pellish | Yes |
| Jane Tabb | Yes |
| Lyn Widmyer | Yes |

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

Dale Manuel, President
Jefferson County Commission

UNFINISHED BUSINESS

4. Process for appointing Sheriff – Mr. Manuel inquired from Ms. Keyser if the names of those who had applied for the Sheriff position been put on the Website? It was the consensus of the Commission that all names of applicants are posted on the website in good faith of being transparent. Mr. Pellish requested an email with the names and resumes of those that had applied. It was decided Ms. Keyser would set up dates for public interviewing of applicants, understanding Executive Sessions might be possible. It was the consensus of the Commission to drop the public hearing idea and encourage residents to email or write the Commissioners with their thoughts on candidates.
5. Debbie Keyser, County Administrator & Bill Polk, Maintenance Director – Space Needs
 - **Motion by Ms. Tabb to enter into Executive Session in accordance to §6-9A-(2) (9) To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision: Provided, That information relied on during the course of deliberations on matters involving commercial competition are exempt from disclosure under the open meetings requirements of this article only until the commercial competition has been finalized and completed: Provided, however, That act does not become subject to disclosure as a result of executive session. Motion seconded by Mr. Manuel and unanimously approved.**
 - **Motion by Ms. Tabb to come out of Executive Session. Motion seconded by Ms. Noland and unanimously approved.**

With there being no further business, motion by Ms. Tabb to adjourn. Motion seconded by Ms. Noland and unanimously approved.

Dale Manuel, PRESIDENT

PURCHASE ORDERS TO BE APPROVED

February 21, 2013

| DEPARTMENT | PURCHASE ORDER | AMOUNT | VENDOR | DESCRIPTION |
|------------------------------|----------------|---------------|--------------------------------|---------------------------------|
| ASSESSOR'S OFFICE | 49861 | \$ 1,063.20 | National Band and Tag Company | Dog Tags |
| | 49862 | \$ 188.97 | Pifer Office Supply | Offie Supplies |
| | 49863 | 5,879.80 | Berkeley Printing & Design | Printing |
| CENTRAL GARAGE | | | | |
| | 50409 | 349.00 | Guys Buick GMC | Central Garage |
| COMMUNICATIONS | | | | |
| | 51215 | \$ 500.00 | Renee Meador | SSR Training |
| | 51216 | \$ 500.00 | Renee Meador | SSR Training |
| | 51217 | \$ 187.58 | Hampton Inn & Suites | Hotel Expenses |
| COUNTY COMMISSION | | | | |
| | 49673 | \$ 102,870.40 | WV Regional Jail | January Billing - Inmates |
| COURTHOUSE | | | | |
| | 50406 | \$ 2,338.00 | BK Office Supplies | Cross Cut Shredder - 39 gallons |
| | 50408 | \$ 2,727.50 | Control Supplies | Service Call |
| GIS/ADDRESSING | | | | |
| | 50865 | \$ 275.96 | BK Office Supplies | Toner |
| OTHER BUILDINGS | | | | |
| | 50404 | \$ 1,303.00 | Winchester Security | Labor/Materials |
| | 50410 | \$ 515.25 | BK Office Supply | Copy Paper |
| PLANNING & ZONING | | | | |
| | 50317 | \$ 4,160.24 | Breakthrough Achievements Inc. | Consulttant Services |
| GRAND TOTAL | | | | |
| | | \$ 122,858.90 | | |

AGENDA REQUEST FORM

Name: Angie Banks

Department or Entity: Assessor

Estimation of amount of time needed for appointment: 5-10 min

Date Requested – 1st Choice: 2/21/13

Date Requested – 2nd Choice: _____

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

Subject: Exonerations

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

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

Are documents attached?

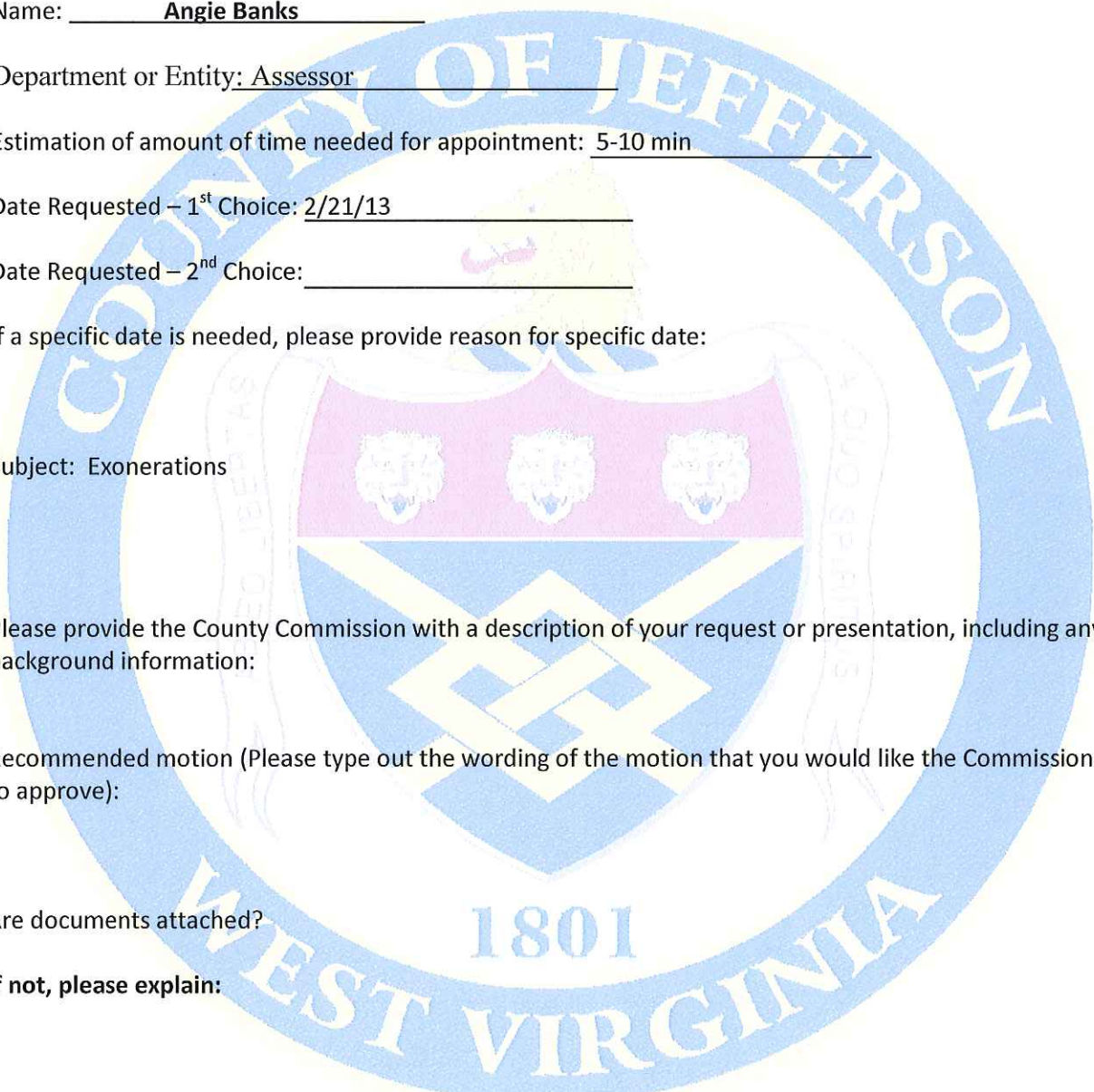
If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:



AGENDA REQUEST FORM

Name: Robert A. Murto

Department or Entity: Citizen

Estimation of amount of time needed for appointment: 10 min.

Date Requested – 1st Choice: Feb. 21st

Date Requested – 2nd Choice: _____

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

Subject: Requesting an appeal on Homestead Exception

Please provide the County Commission with a description of your request or presentation, including any background information: **Missed cutoff date by one day, would like to appeal**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Letter to Commissioners, Petition for Review of Homestead Property Tax Exemption

Are documents attached?

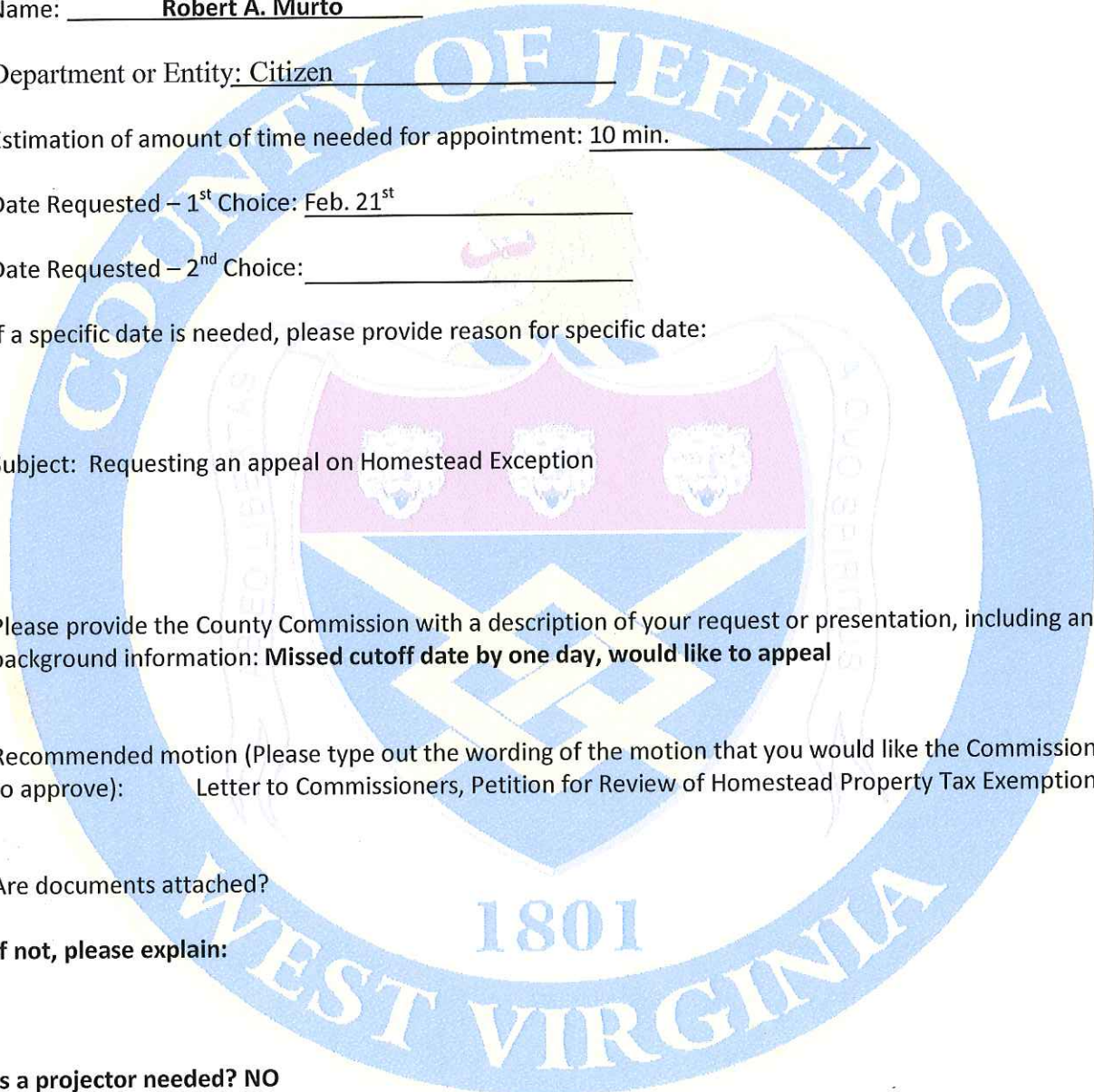
If not, please explain:

Is a projector needed? **NO**

Contact information:

Email Address: robertmurtosr@frontier.com

Phone number: 304-876-0627



COUNTY COMMISSION
PETITION FOR REVIEW OF
HOMESTEAD PROPERTY TAX EXEMPTION

INSTRUCTIONS: Complete all questions. Item 4 – Briefly explain why you disagree with the decision of the assessor. Item 5 – If an application is denied by the assessor, you are entitled to a written statement giving you reasons for the decision. A copy of the assessor's letter must be attached to this petition.
This PETITION must be filed WITHIN 30 DAYS after receipt of written notice explaining the denial.

1. Name of Property Owner: Robert A. Murto

2. Address: 897 Cherry Run Rd
HARPERS FERRY WV 25425

3. Telephone Number: 304-876-0627

4. Commissioners: I disagree with the decision of the assessor and I request a review of my application for the Homestead Property Tax Exemption.

Explanation: See Letter

5. Attach letter of the assessor denying your application.

Robert A. Murto
Signature of Owner

2-6-13
Date

Jefferson County Commission
Board of Equalization and Review
100 E Washington St,
Charles Town, WV 25414

From : Robert A Murto
887 Cherry Run Rd
Harpers Ferry, WV 25425
304-876-0627

February 5, 2013

Dear Members of the Board,

On December 4, 2012 I went to the Assessor's Office to apply for the Homestead exemption, since I will be 65 in August 2013. I was told that the cutoff date was December 3, 2012, and I would have to come back after July 1, 2013. If I wait to after July 1, 2013, the Homestead Exemption will not take place until after I turn 66 in 2014 missing out on a years of the Homestead Exemption. This is the nature of my complaint. This is a real odd date for a cut off. Thank you for your consideration in this matter.

Sincerely,



Robert A Murto

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Lois Turco

Department or Organization: Arts and Humanities Alliance of Jefferson County

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: February 21 2013

Date Requested – 2nd Choice: March 7 2013

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

Subject (Wording to be placed on agenda): AHA Annual Report and Presentation

Please provide the County Commission with a description of your request or presentation, including any background information: AHA! reports annually to the Jefferson County Commission on its activities.

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

Are documents attachments? Yes No

If not, explain: Will be hand carried to JC Administrator early the week of February 11th

Is a projector needed? Yes for Power Point presentation

No

Contact information:

Email address: lturco@frontiernet.net

Phone number: 304-876-9141

*Please see,
stick mine
Enclosed in envelope*

AHA!'s Mission

AHA! promotes the arts and humanities by creating cultural partnerships that enhance the quality of life in Jefferson County, WV.

Our Objectives

- ***Advocate** for the arts and humanities at the local, county and state level
- ***Create** new cultural alliances that enhance the quality of life in the county
- ***Provide** direct grants to artists, cultural projects and education

AHA! is part of Jefferson County's vigorous arts community. An astonishing range of creative people live and work in Jefferson County, using their talents to create poetry, pottery, paintings, plays, performance, photographs, novels, histories, fabric art, sculpture, carvings, installations, music and dance and the fine art and culture in all its glorious forms. Artist studios, galleries museums, theaters, readings and concerts abound.

AHA! of Jefferson County is a non-profit 501(c)(3) organization that exists to encourage and support the dynamic role arts and culture play in the county. Founded in 1975 as the Jefferson County Arts Council, AHA! is a membership organization open to any county resident.

In 2010, AHA! led the effort that awarded Jefferson County the West Virginia [Certified Arts Community](#) designation. Also a United Way partner, AHA! works with volunteers and professionals throughout the community to encourage and support arts and humanities programs. Check out our [Membership](#) page to see how you might benefit from being part of the AHA! network.

ANNUAL REPORT
The Arts and Humanities Alliance of Jefferson County
July 1, 2011 ~ June 30, 2012

The Arts and Humanities Alliance of Jefferson County is a vibrant organization moving forward through the efforts of an all-volunteer board of directors and community members. Through its partnerships and grant activity aha! has accomplished much with limited resources.

AHA! ACTIVITIES IN 2011-2012:

- Aha! requested and was awarded \$21,210 in grants.
- Aha! awarded \$46,350 in grant and project funding to organizations, individuals, and schools throughout the Jefferson County community.
- Aha! sponsored a grant workshop at Shepherd University on how to seek funding from the West Virginia Commission on the Arts with 25 artists and educators in attendance.
- Aha! sponsored Fire Hall Gallery Exhibits to promote local artists/authors.

Funding Received

Grants:

- WV Commission on the Arts \$12,760
- EcoLab \$1,200
- Nora Roberts Foundation \$5,000
- Eastern West Virginia Community Foundation \$2,250

Other Funding:

- Jefferson County Commission Hotel/Motel Tax \$24,507
- Membership, Donations, and Fundraising \$5,666

Community Grants Awarded:

The Community Grants program is designed to promote culture and art in the county by providing financial assistance to individuals and non-profit organizations. This year \$19,600 in grants were awarded to:

- *Contemporary American Theatre Festival* ~ \$2,000 for Talk Theatre
- *Frank Robbins* ~ \$500 for photographing Jefferson County Artists
- *Goose Route Arts Collaborative* ~ \$1,000 for Performance Café at the Opera House in Shepherdstown
- *Nancy McKeithen* ~ \$800 for digital arts and humanities magazine, *Fluent*
- *Jefferson County Black History Preservation Society* ~ \$1,000 for transcription of oral histories from the African American community

- *Jefferson County Museum* ~ \$850 for photo archive preservation
- *Morgan's Grove Market* ~ \$300 for "artist of the week" space
- *St. Andrews Mountain Mission Community Library* ~ \$300 for local artist series
- *Shepherdstown Historic Commission* ~ \$800 for Civil War Hospital Days workshop speakers
- *Sustainable Shepherdstown* ~ \$550 for Saturday film series
- *American Conservation Film Festival* ~ \$2,000 for Saturday film programming
- *Eastern Panhandle Preservation Workshop* ~ \$900 for workshop for preservation, exhibition and management of physical and digital archives
- *Common Ground International Book Festival* ~ \$700 for honoraria, promotion and awards
- *Over the Mountain Studio Tour* ~ \$1,000 for promotion and rental fees
- *Reliving History* ~ \$1,600 for reproduction artifacts and booklets for public education programming
- *Shepherdstown Street Festival* ~ \$500 for promotion and facility rental
- *Shepherdstown Daycare* ~ \$600 for bringing local artists, live musical performances to two-five year olds.
- *Shepherd University Vocal Competition* ~ \$500 for judges and accompanist fees for high school juniors and seniors
- *Craftworks at Cool Spring* ~ \$500 for Craftworks Pottery
- *Friends of Music* ~ \$500 for Two Rivers Chamber Orchestra
- *Shepherdstown 250 Committee* ~ \$500 for the production of Hali Taylor's photography book
- *Jefferson County Museum* ~ \$500 for preservation of historic photo collection
- *Ed Zahniser* ~ \$500 for production of a book of collected poems by local poets
- *Old Opera House* ~ \$500 for music stands and flooring
- *Shepherdstown 250 Committee* ~ \$500 for production of commemorative quilt
- *Curt Mason* ~ \$500 for Library art exhibits and performances

Other Projects Funded

- *Music in the Summertime* ~ \$4,350 A summer school enrichment program including stories, poems, fables and songs to stimulate imagination and enlarge vocabulary, games and dances.
- *From Preschool to Pollack* ~ \$4,000 Summer pre-school program to incorporate pottery into the curriculum
- *Jefferson County Photography Project* ~ \$5,500 Three-year series of photography workshops

Teaching Arts Creatively Grants Awarded

Teaching Arts Creatively Grants are offered to schools and teachers to provide art enrichment activities for students of all ages. This year \$12,990 was awarded to 19 teachers impacting 3,733 students and additional student and adult audiences. This funding is made possible through a grant aha! receives from the West Virginia Commission on the Arts, which is then matched by aha!

- Page Jackson Elementary School – Sheryl Fiolek \$368 for paper quilt project
- Blue Ridge Elementary School – Connie Balukoff \$500 for Nutcracker masks and pottery project
- Driswood Elementary School – Lisa Patterson \$500 for printmaking tools and supplies
- Driswood Elementary School – Angela Hoisinger \$500 for purchase of ukuleles
- Page Jackson Elementary School – Cheryl Crawford \$466 for musical instruments
- C. W. Shipley Elementary School – Nancy Guiney \$500 for student trip to Rapunzel performance

- South Jefferson Elementary School – Pamela Shearer \$478 for a folk song performance project and purchase of dulcimer kits
- South Jefferson Elementary School – Judy Chesley \$350 for framing and matting student work for art show
- Shepherdstown Elementary School – Amanda Townsend \$249 for purchase of recorders
- Wright Denny Intermediate – Lindsay Dove \$464 to purchase 25 hand drums
- Shepherdstown Middle School – John Russell \$500 for purchase of instruments and music books
- Shepherdstown Middle School – Chad Conant \$595 to fund guest musicians to work with jazz band and two band clinics
- Harpers Ferry Middle School – Charles Wall \$500 to fund guest conductor to work with concert and jazz bands
- Charles Town Middle School – Rachel Allen, Mr. Linde and Adam Booth \$500 for guest artist for music program
- Wildwood Middle School – Susan Carney \$500 for art supplies for tile project
- Jefferson High School – Larissa Elliott \$300 for guest musician for musical history lesson
- Eastern WV Regional Jazz Festival – J.P. Lynch, Jr. \$525 for judges fees for Eastern Panhandle Jazz Festival
- Shepherd University Vocal Competition – Brooke Evers \$500 judges and accompanist fees for national vocal competition for high school juniors and seniors
- Jefferson High School – Steve Glendenning \$1,000 for guest conductor for spring play and \$1,000 for spring musical
- Charles Town Middle School – Rachel Allen \$500 for guest conductor to prep students for regional festival
- Wildwood Middle School – Mary Weyant \$500 for guest author to lead creative writing workshop
- Homeschoolers of Jefferson County – Ann Mountz \$500 for artist to lead five classes on five art field trips
- Shepherdstown Middle School – Patsy Carr \$500 for pottery project exploring teen thoughts and experiences
- North Jefferson Elementary – Rachel Mills \$350 for guest potter to lead two-day workshop and materials involved

Fire Hall Gallery

Two art exhibits were hosted in the Fire Hall Gallery by aha! this year. The March exhibit featured the artwork of local artist Doug Kinnett and his vibrant Georgetown Series paintings.

The second exhibition showcased extraordinary photographs by Walter Smalling that illustrated John Allen's book *Uncommon Vernacular: The Early Houses of Jefferson County, West Virginia, 1735 – 1835*.

Partnerships

Aha! welcomed The Washington Street Artists Cooperative (WSAC) into the Charles Town Visitor's Center where we all share space and work together through the generosity of the

city of Charles Town. The Fire Hall Gallery exhibits now alternate monthly between artwork shown by aha! and WSAC.

Aha! continues to enjoy cultural partnerships with Jefferson County Chamber of Commerce, the Jefferson County CVB and the Jefferson County Development Authority, working to promote the arts and humanities to improve the quality of life in the county.

Challenges

For the past several years, aha! has found it difficult to recruit and retain talented board members and leaders. Because the organization has no paid staff and no administrative support, the work required of board members is considerable. Instead of spending time on creative leadership and future growth, board members are spending time on everyday tasks of the organization's operations. Aha! is trying to find a balance between re-granting (which currently consumes almost all funds) and raising funds to hire part-time administrative assistance so that we can grow the organization through additional grant-seeking and new initiatives.

Future Plans

In 2013 we are focusing on increasing membership, and community awareness of aha!'s mission and contributions to the county and its residents and visitors. We have planned a Wine and Jazz fundraising event for summer and a very public art event, artomatic, in October.

More exhibitions of area artists' work are planned for the Fire Hall Gallery.

We continue to fulfill the mandate of the Certified Arts Communities designation by seeking partners that join with us in promoting art and culture in the county.

Arts & Humanities Alliance of Jefferson Co.
Profit & Loss
 July 2011 through June 2012

| | <u>Jul '11 - Jun 12</u> |
|--|-------------------------|
| Income | |
| 495 · Photo Project Book Sales | 0.00 |
| Arts in Education Committee Inc | |
| 480 · WVCOA - TAC | 6,000.00 |
| 470 · EcoLab (TAC) | 1,200.00 |
| Total Arts in Education Committee Inc | <u>7,200.00</u> |
| 410 · United Way Designations | 938.21 |
| 420 · Hotel/Motel Tax Income | 24,506.61 |
| 430 · Membership Income | 2,730.00 |
| Fundraising Committee Inc | |
| 435 · Washington St Gallery | 153.00 |
| 440 · Rotary Ball | 500.00 |
| Total Fundraising Committee Inc | <u>653.00</u> |
| 445 · Contribution Income | |
| 445.1 · Contribution for Website | 500.00 |
| 445 · Contribution Income - Other | 845.00 |
| Total 445 · Contribution Income | <u>1,345.00</u> |
| Grants | |
| 471 · WVCOA ArtStability | 1,160.00 |
| 462 · Nora Roberts Foundation | 5,000.00 |
| 452 · EWVCF (Music in the Summertime) | 2,250.00 |
| 475 · WVCOA - Community Grants | 5,600.00 |
| Total Grants | <u>14,010.00</u> |
| 497 · Interest Income | 32.73 |
| Total Income | <u>51,415.55</u> |
| Cost of Goods Sold | |
| 590 · Photo Project | |
| 596 · Commissions | 0.00 |
| 694 · Reception | 406.87 |
| 693 · Book costs | 1,193.13 |
| 691 · Artist Fee | 900.00 |
| Total 590 · Photo Project | <u>2,500.00</u> |
| Community Grants Committee Exp | |
| 570 · Community Re grants Program | 19,600.00 |
| Total Community Grants Committee Exp | <u>19,600.00</u> |
| Arts in Education Committee Exp | |
| 535 · Teaching Arts Creatively | 12,990.21 |
| Total Arts in Education Committee Exp | <u>12,990.21</u> |
| 572 · Music in the Summertime | 4,350.00 |
| 571 · Jefferson Photo Project | 3,000.00 |
| 573 · PreSchool to Pollack | 4,000.00 |
| Total COGS | <u>46,440.21</u> |
| Gross Profit | 4,975.34 |
| Expense | |
| 682 · Newsletter | 600.00 |
| 673 · Web Hosting | 300.00 |
| 610 · Advertising & Promotions | 655.00 |
| 655 · Insurance-Business | 904.95 |
| 675 · Licenses | 40.00 |
| 665 · Miscellaneous | 209.94 |
| 670 · Office Expense | 411.66 |
| 685 · Printing & Publications | 738.90 |
| 690 · Professional Fees | 574.92 |
| 695 · Rent | 825.00 |
| 696 · Administrative Fees | 5,641.11 |

4:20 PM
09/25/12
Accrual Basis

Arts & Humanities Alliance of Jefferson Co.
Profit & Loss
July 2011 through June 2012

| | <u>Jul '11 - Jun 12</u> |
|----------------------|-------------------------|
| 657 · Telephone | 141.92 |
| 658 · Travel | 9.23 |
| Total Expense | <u>11,052.63</u> |
| Net Income | <u><u>-6,077.29</u></u> |

Arts & Humanities Alliance of Jefferson Co.
Balance Sheet
As of June 30, 2012

| | <u>Jun 30, 12</u> |
|---------------------------------------|-------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 100 · JSB - Checking - 10255107 | 25,687.95 |
| Total Checking/Savings | <u>25,687.95</u> |
| Accounts Receivable | |
| 115 · Accounts Receivable | 2,353.38 |
| Total Accounts Receivable | <u>2,353.38</u> |
| Total Current Assets | <u>28,041.33</u> |
| TOTAL ASSETS | <u>28,041.33</u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 200 · Accounts payable | 3,027.00 |
| Total Accounts Payable | <u>3,027.00</u> |
| Other Current Liabilities | |
| 201 · Civil War Trails, Short Term | 400.00 |
| Total Other Current Liabilities | <u>400.00</u> |
| Total Current Liabilities | 3,427.00 |
| Long Term Liabilities | |
| 205 · Civil War Trails, Long Term | 1,200.00 |
| Total Long Term Liabilities | <u>1,200.00</u> |
| Total Liabilities | 4,627.00 |
| Equity | |
| 300 · Fund Balance | 29,491.62 |
| Net Income | -6,077.29 |
| Total Equity | <u>23,414.33</u> |
| TOTAL LIABILITIES & EQUITY | <u>28,041.33</u> |

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: February 18, 2011

DANA FOGLE
201 EAST BURKE ST
MARTINSBURG WV 25401

Person to Contact:

Ms. Fox
ID # 0195938

Toll Free Telephone Number:
877-829-5500

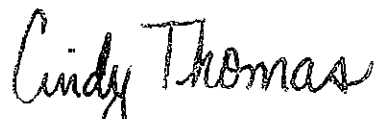
Dear Sir or Madam:

This is in response to your inquiry of December 10, 2010 requesting copies for Arts and Humanities Alliance of Jefferson County, Inc.

Enclosed are the copies you requested.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Thomas
Manager, Exempt Organizations
Determinations

District
Director

P.O. Box 99187, Cleveland, OH 44199

Jefferson County Arts Council, Inc.
P.O. Box 120
Summit Point, West Virginia 25446

Person to Contact:
Miss Anstiff
Telephone Number:
(216) 522-4326 Not Toll free
Refer Reply to:
CLE:EO:78:632
Date:

ETN: 31-0912522

DO 34

AUG 16 1978

Gentlemen:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 509(a)(1) - 170(b)(1)(A)(vi).

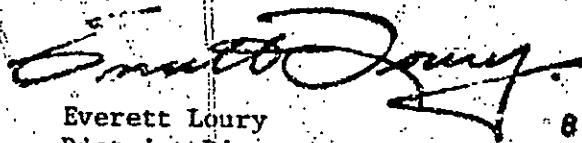
Your exempt status under section 501(c)(3) of the Code is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status.

Because this letter could help resolve any questions about your foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

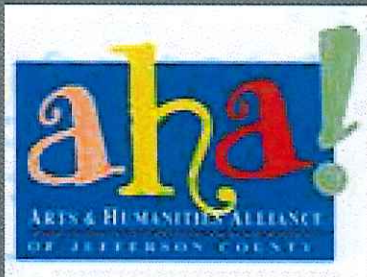
Sincerely yours,



Everett Loury
District Director

Letter 1078(DO) (6-77)

EP:EO:72/14
RND
MAG 12/19/78



Annual Report 2012 and the Way Forward

AHA! of Jefferson County
Preserve! Encourage! Facilitate!
Applaud!

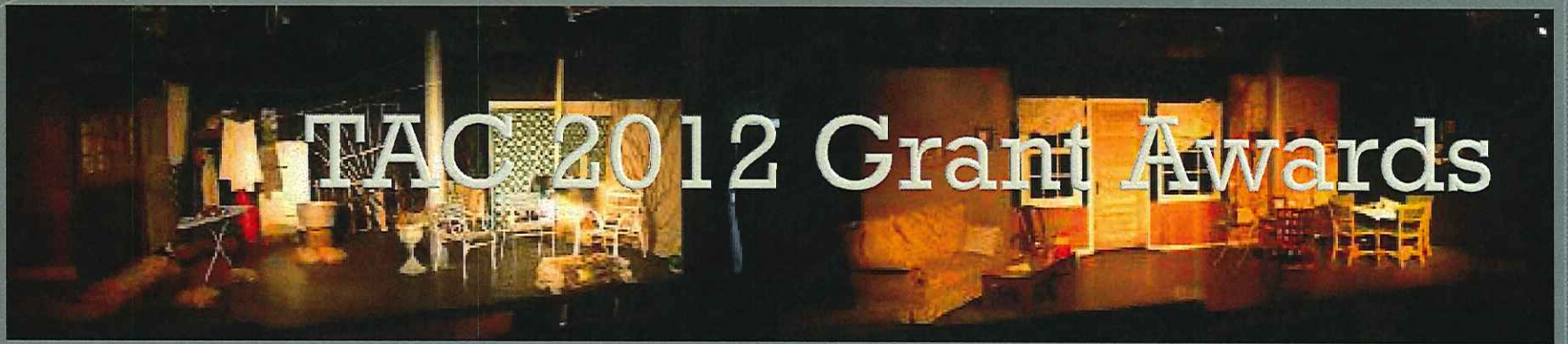


- AHA! promotes the arts and humanities by creating cultural partnerships that enhance the quality of life in Jefferson County, WV.
- Our Objectives
 - **Advocate** for the arts and humanities at the local, county and state level
 - **Create** new cultural alliances that enhance the quality of life in the county
 - **Provide** direct grants to artists, cultural projects and education



Financials FY 2012

- **Total Assets \$28,041**
- Net assets/equity 23,414
- Membership income \$2,730
- Fundraising income \$653
- Hotel/Motel Tax income \$24,507 from County Commission
- Donations \$2,283
- **Grants Awarded \$46,440**
 - Community Grants Awarded \$19,600
 - Teaching Arts Creatively Grants Awarded \$12,990
 - Jefferson County Photography Project \$5,500
 - Music in Summertime Project \$4,350
 - Preschool to Pollack Project \$4,000
- **Grant Funding Received \$21,210**
 - WVCOA \$6,000 earmarked for TAC
 - EcoLab \$1,200 earmarked for TAC
 - Nora Roberts Foundation \$5,000 unrestricted
 - WVCOA 1,160 (Unrestricted)
 - EWVCF 2,250 (Music in the Summertime)
 - WVCOA 5,600 (Photo Project, Music in Summertime, Pre-School to Pollack)



- Total \$ \$12,990 Awarded
- 19 Teachers given grants
- 3733 students +audience affected

- Spring 2012
 - 7 Schools including Homeschoolers
- Fall 2012
 - 19 Schools

2012 Community Grant Awards

\$19,600 Awarded

Contemporary American Theatre Festival

Frank Robbins - Photography

Goose Route Arts Collaborative

Nancy McKeithen – Fluent Magazine

Jefferson County Black History Preservation Society

Jefferson County Museum

Morgans Grove Market

Saint Andrews Mountain Mission Community Library

Shepherdstown Historic Commission

Sustainable Shepherdstown

American Conservation Film Festival

APUS Archives Workshop

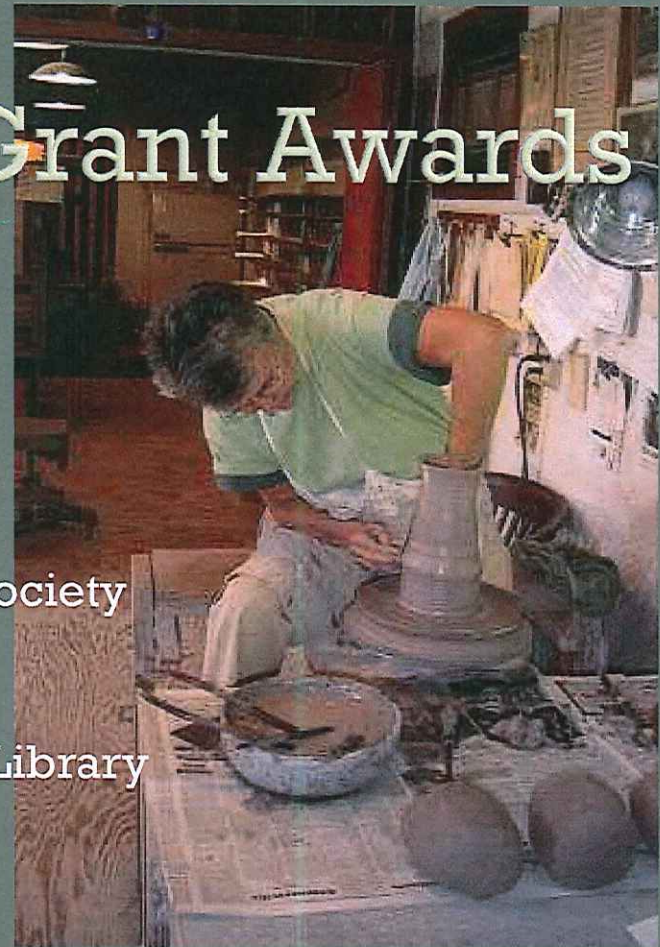
Common Ground International Book Festival

Over the Mountain Studio Tour

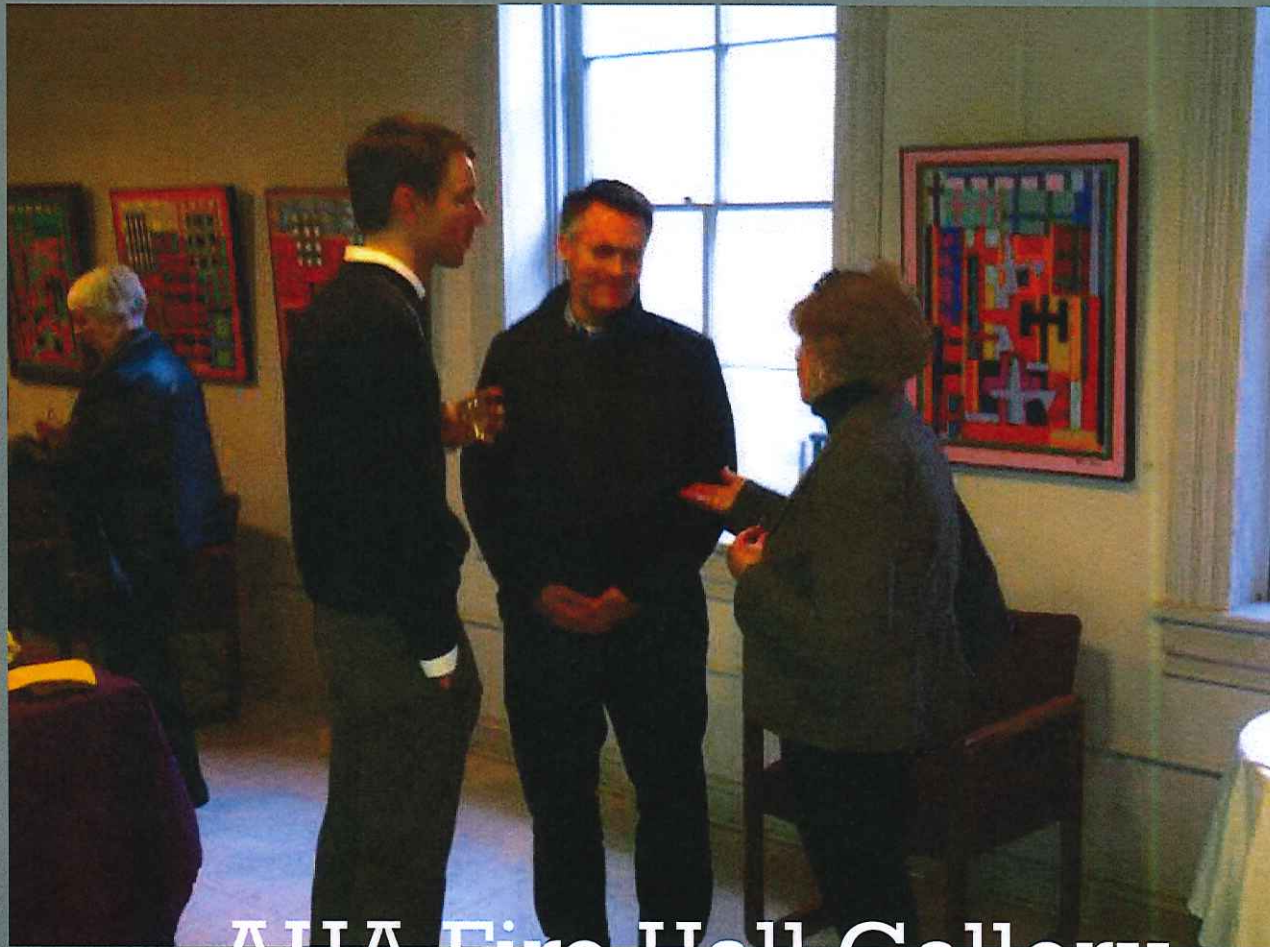
Reliving History

Shepherdstown Street Festival

Shepherdstown Day Care



Bringing Art to the Public









AHA Fire Hall Gallery

AHA! Exhibits 2012 - 2013

- Doug Kinnett
- Frank Robbins
- Hali Taylor
- Rhonda Smith
- Jefferson County Photography Project
- Fran Skiles
- Sanders Family
- Isabelle Trouchon

Free and Open to the Public

2013 EXHIBITION SCHEDULE
(Eyes and Humanities Alliance of Jefferson County)

| | |
|---|---|
| JANUARY
Hali Taylor
(Photography) | MARCH
Rhonda Smith
(Photography & Art) |
| 
Opening Reception: Saturday, 1/19/13, 5:00 - 7:00
Exhibition dates: 1/19/13 - 1/26/13 | 
Opening Reception: Friday, 3/1/13, 5:00 - 7:00
Exhibition dates: 3/1 - 8/26/13 |
| MAY
Jefferson County Photography Project
(Photography) | JULY
Fran Skiles
(Painting) |
| 
Opening Reception: Saturday, 5/18, 5:00 - 7:00
Exhibition dates: 5/18 - 6/26/13 | 
Opening Reception: Saturday, 7/13/13, 5:00 - 7:00
Exhibition dates: 7/13 - 7/29/13 |
| SEPTEMBER
Sanders Family
(Multi-Media) | NOVEMBER
Isabelle Trouchon
(Painting) |
| 
Opening Reception: Saturday, 9/7, 5:00 - 7:00
Exhibition dates: 9/7 - 9/29/13 | 
Opening Reception: Saturday, 11/9/13, 5:00 - 7:00
Exhibition dates: 11/9 - 11/29/13 |

ALL AT THE PLACE GALLERY, 508 North George Street, Charles Town, WV www.aha.org



Forged New Partnerships

- Jefferson County Development Authority
- Chamber of Commerce
- Convention and Tourism Bureau
- City of Charles Town
- Washington Street Artists' Cooperative





- America's nonprofit arts industry generates \$134 billion in economic activity every year, including \$24.4 billion in federal, state, and local tax revenues.
- The \$134 billion total includes \$53.2 billion in spending by arts organizations and \$80.8 billion in event-related spending by arts audiences.



- \$100,000 spent by a non-profit arts and culture organization in a population of 50,000 *creates 3 full time jobs*, approximately \$6,500 in state and local taxes and \$28 in event related audience spending per person.
- \$80.8 billion in event-related spending by arts audiences reflects an average of \$22.87 per person in spending for hotels, restaurants, parking, souvenirs, refreshments, or other similar costs with non-local attendees spending nearly twice as much as local attendees



The County's Arts Progress

- Certified Arts Community designation
- County Commission allocated annual funds
- New arts and culture magazine, Fluent
- Contemporary American Theater Festival Success
- New artists' cooperative with Jefferson County CVB, AHA & the City of Charles Town alliances
- Old Opera House drama and dance education
- Full Circle Theater Company
- Arts spokesperson named to the county's long-term planning commission
- AHA president named to CVB Board
- Arts spokesperson appointed to Chamber Board



Building a Way to the Future

- Tap creative residents for interdisciplinary education
- Expand county libraries' role in dissemination of cultural linkages
- Establish County arts center with visual, performing, literary arts events, galleries, classrooms, studios, auditorium, rehearsal space, café
- Establish “art mobile” [Van Go] project that brings art to children in their school settings
- Hold quarterly cross-fertilization seminars open to the public, led by teams of artists, engineers, scientists in the county

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Debra Young

Department or Organization: Jeff. Co. Victim Assistance Program

Estimation of amount of time needed for appointment: 5-10 minutes

Date Requested - 1st Choice: FEB 21, 2013

Date Requested - 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: Grant deadline is March 1, 2013 - Must be in Charleston on that date.

Subject (Wording to be placed on agenda): VOCA Grant Application Approval

Please provide the County Commission with a description of your request or presentation, including any background information: Requesting approval & signatures of VOCA Grant Application for the Jeff. Co. Victim Assistance Program in the JC Prosecuting Attorneys Off.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Approval of VOCA Grant Application and Required Signature of President

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: dyoung@jeffersoncountywv.org

Phone number: 304-725-6550

Completed Grant Application will be presented at Feb. 21, 2013 County Comm. Meeting

Appendix A

Application Checklist



Note: This checklist is the desired order the grant application should be submitted to DJCS.

VOCA Application Checklist**Applicant:** _____**Amount
Requested:** _____

- General Administrative Information -- Page 1**
- Applicant Information Complete
 - Type of Agency is Marked
 - Project Director Information Complete
 - Fiscal Officer Information Complete
 - Amount Requested is Complete
 - Percent Breakdown by Crime Category is Complete
 - Number of Years Previously Funded is Provided
 - Estimated Number of Victims to be Served is Provided
 - Geographic Area to be Served is Provided
 - Project Title is Provided
 - Project Description is Provided
 - Authorized Official Information is Complete – with ORIGINAL Signature
- Budget Information – Pages 2 - 4**
- Budget Summary (Complete with Applicant Name and FEIN and DUNS Number)
 - Funding Strategy Complete
 - Budget Detail Provided (for all applicable agencies & categories)
 - Budget Justification Provided (Detailed w/ match included & labeled)
- Project Narrative – Page 5**
- Narrative addresses all minimum information contained within the grant application instructions section – including, but not limited to (and in this order):
- œ Problem Statement/Statement of Need
 - Target population identified and described and needs outlined
 - Supporting data is provided
 - Past efforts shown
 - œ Program Description and/or Solution to the Problem
 - œ Underserved Populations Component
 - Identified underserved Population
 - Provided supporting statistical information for the service area requesting funding
 - Identified how they will provide outreach to identified underserved Population
 - œ Limited Language Proficiency Plan
 - œ Volunteer Recruitment and Utilization Plan
 - œ Collaboration
 - œ Plan of Sustainability

- Goals and Objectives – Page 6**
 - At least one goal and one objective are required for each discipline requesting funding.
 - At least one objective addresses the outreach for the identified underserved population(s).
 - An activity, an outcome, and an implementation schedule is required for each objective.

- Organizational Charts – Page 7**

Included both an organizational chart for each agency requesting funding. The chart also includes:

 - ☒ Staff members
 - ☒ Titles
 - ☒ Salaries
 - ☒ Source of salaries

- Hiring Procedures and Job Descriptions – Page 8**

Hiring procedures, job descriptions, and applicable resumes and licenses are provided for each position requesting personnel funding.

- Attachments A through E**
 - Organization Budget for Applying Agency
 - List of Governing Board Members (Board of Director Members, Advisory Board Members, County Commissions, City Council, etc.)
 - Support Letters **(For New Projects Only)**
 - Memorandum of Understanding
 - Proof of Non-Profit Status for New Projects Only:**
 - ☒ Articles of Incorporation with proof of approval by WVSOS Office
 - ☒ Certificate of Incorporation issued by the WVSOS Office
 - ☒ IRS Determination Letter

- Appendices**
 - CCR Certification
 - Standard and Special Conditions

ORIGINAL signature of the Authorized Official is provided

Appendix B

FY 2013 Victim of Crime Act (VOCA) Victim
Assistance Grant

State of West Virginia



Division of
**Justice &
Community**
Services

Application Form

| | |
|---|--|
| Victim of Crime Act (VOCA)
Victim Assistance Grant
Program Application | General Administrative Information
Page 1 |
|---|--|

| | |
|---|---|
| Applicant Agency:
Address:

Phone:
Fax Number: | Type of Agency
<input type="checkbox"/> State
<input type="checkbox"/> County
<input type="checkbox"/> Municipal
<input type="checkbox"/> Non-Profit |
|---|---|

| | |
|---|---|
| <u>Project Director:</u>
Address:

Phone:
Fax:
Email: | <u>Fiscal Officer:</u>
Address:

Phone:
Fax:
Email: |
|---|---|

Amount Requested: _____ Amount Awarded: _____
 Project Period: **July 1, 2013 – June 30, 2014**

| | | |
|--|--|--|
| Percent Breakdown by Crime Category:
Domestic Violence
Sexual Assault
Child Abuse
Underserved Pop. | Number of years previously funded: _____

Estimated number of victims to be served by grant: _____ | Geographic Area Served:

County(ies): _____

Population: _____
Rural/Urban: _____ |
|--|--|--|

Project Title: _____
 Project Description: _____

Certification: To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances, if funding is provided.

| | |
|----------------------|---------|
| Authorized Official: | Title: |
| Address: | Phone: |
| | Fax: |
| | E-Mail: |
| Signature: | Date: |

| | |
|---|----------------------------------|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Budget Summary
Page 2 |
|---|----------------------------------|

| | |
|------------|------------------------------|
| Applicant: | FEIN Number:
DUNS Number: |
|------------|------------------------------|

| Category | VOCA Requested Funds | Matching Funds | Total Budget |
|-------------------------|----------------------|----------------|--------------|
| Personnel / Contractual | | | |
| Travel / Training | | | |
| Space | | | |
| Other | | | |
| Totals | | | |

Funding Strategy

| Funding Source(s) | Amount | Status |
|-------------------|--------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | |

- Funding Source -** Separately list each source of funds that will be used in the program.
- Amount -** Enter the amount received or anticipated for each
- Status -** Indicate the status of each funding source as follows:
 - P – Projected grant, loan or donation
 - A – Application submitted and under review
 - C – Funds Committed
 - R – Funds received, appropriated or on hand

| | |
|---|---|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Budget Detail by Category
Page 3 |
|---|---|

| Detailed Project Cost by Budget Category | Requested VOCA Funds | Matching Funds | Recommendation |
|--|----------------------|----------------|----------------|
| <u>Personnel / Contractual</u> | | | DJCS Use Only |
| <u>Travel / Training</u> | | | |
| <u>Space:</u> | | | |
| <u>Other</u> | | | |
| Total Requested VOCA Funds | | | |
| Total Matching Funds | | | |
| Total of Recommendation (DJCS Only) | | | |

| | |
|---|------------------------------------|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Budget Justification Page 4 |
|---|------------------------------------|

Provide here a justification and explanation of the budget items shown on pages 3 and 3a of this application. This should contain specific criteria and data used to arrive at estimates and/or costs for all items listed. In completing the project budget narrative, please identify data by the major budget category involved (e.g., Personnel/Contractual, Travel/Training, Equipment, and Other). Please differentiate between project grant and matching funds (if applicable). For all Personnel/Contractual positions (salary, hourly, overtime) that are requesting Fringes please list the percentages (%) for each. **For all full-time hourly positions (not salaried) please include an hourly rate x up to 184 hours per month; for part-time hourly include the hourly rate x up to 92 hours per month.** Please note that effective July 1, 2012 all salaried positions (whether it be 100%, 80%, etc.) may be reimbursed on a 12 month cycle. Example: If you are a salaried employee requesting 100% of your salary of \$35,000, the most you will be reimbursed for a month period is \$2,916.66. If you are a salaried employee requesting 80% of your total salary of \$35,000, the most you will be reimbursed per month will be \$2,333.33 over 12 months, not to exceed the \$28,000, or 80% of the \$35,000 salary.

Applications submitted which do not provide a sufficient narrative may be subject to exclusion. Use additional blank pages as necessary.

Additionally, provide an identified breakdown of matching funds. **Be sure to label the matching funds breakdown as such.** Attach additional pages if necessary.

| | |
|---|---------------------------------|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Project Narrative Page 5 |
|---|---------------------------------|

Please provide information that presents and explains the proposed project. State clearly and in concise detail the **purpose and direction of the project**, including identifying the specific problem, **background on project, evaluation of local needs, description of underserved populations** (including plan for outreach and services) and a **limited language proficiency plan, volunteer utilization and recruitment plan**, and plan of sustainability of project. Attach additional pages if necessary. **(Refer to the instruction manual and Promising Practices Guideline for more details)**

| | |
|---|--|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Grant Goals and Objectives
Page 6 |
|---|--|

- Goal Broad statement about what the program intends to accomplish. This statement should state the long-term desired impact of the program, set scope or foundation, state long-range target or purpose, identify target population, and state the condition to be changed. **You may only have one goal with several objectives and activities to meet each goal.**
- Objective A specific statement of the desired short-term, immediate outcome of the program which will show accomplishment of the goal. Each objective must be **S.M.A.R.T. (Specific, Measurable, Attainable, Results oriented and Time bound).**
- Outcome Outcomes measure whether objectives have been met. Outcomes are almost always measures of change.
- Outcome Tool The data or tool used to measure achievement of the objective.
- Outcome Tool The data or tool used to measure achievement of the objective. How will data be collected, analyzed, and results shared.
- Activities What will be done and who will accomplish it. **You must have at least one (1) activity per objective.**
- Timeline When will the activity begin and end. **You must have a timeline for each activity. This should not say "ongoing"; it should be specific to the grant period.**

| |
|--|
| Goal
Number: _____

Description: |
|--|

Objective Number: _____

Outcome:

Outcome Tool:

Activities to meet objective:

- 1.
- 2.
- 3.
- 4.

Timeline for each activity:

- 1.
- 2.
- 3.
- 4.

| | |
|---|--|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Grant Goals and Objectives
Page 6 |
|---|--|

Objective Number: _____

Outcome:

Outcome Tool:

Activities to meet objective:

Timeline for each activity:

- 1.
- 2.
- 3.
- 4.

- 1.
- 2.
- 3.
- 4.

Objective Number: _____

Outcome:

Outcome Tool:

Activities to meet objective:

Timeline for each activity:

- 1.
- 2.
- 3.
- 4.

- 1.
- 2.
- 3.
- 4.

| |
|-----------------------------------|
| Goal Number: _____
Description |
|-----------------------------------|

Objective Number: _____

Outcome:

Outcome Tool:

Activities to meet objective:

Timeline for each activity:

- 1.
- 2.
- 3.
- 4.

- 1.
- 2.
- 3.
- 4.

| | |
|---|--|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Organizational Chart
Page 7 |
|---|--|

Please use this page or attach a copy of your agency's organizational chart and the proposed organizational chart for this project. Please list all staff members, position titles, salaries, and funding source for salaries.

**Victim of Crime Act (VOCA) Victim
Assistance Grant Program Application**

**Hiring Procedures, Job Descriptions
and Resumes
Page 8**

Provide a brief statement outlining your agency's procedures for hiring employees who are funded under this grant. Include with this application a job description and qualifications for the position(s) proposed under this grant. If position(s) are currently filled, then include a resume, applicable certificates and licenses, and other supporting documentation for each position filled.

**Victim of Crime Act (VOCA) Victim
Assistance Grant Program Application**

**Organization Budget
Attachment A**

Please use this page or attach to this page an agency-wide annual operating budget. An organization budget should be submitted for each agency requesting funding.

| | |
|---|--|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Membership List of Governing Board Attachment B |
|---|--|

Please use this page or attach to this page the name, address, and telephone number for each member of the agency's governing board (County Commission, City Council, Board of Directors, etc).

| | |
|---|---|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Support Letters (For New Projects Only) Attachment C |
|---|---|

Please use this page to attach letters of support received from all victim service providers and community agencies, which demonstrate that they understand the project and support the expectations of the grant requirements. An application is not complete until all letters are received.

| | |
|---|---|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Memorandum of Understanding Attachment D |
|---|---|

Please attach in this section a memorandum of understanding between all Victim Service Providers in the Program's Service area and other key agencies that demonstrate interagency linkages in providing services. The MOU must clearly identify each agencies responsibility to the VOCA Project and must be signed (original signatures) by individuals of authority from each agency

| | |
|---|--|
| Victim of Crime Act (VOCA) Victim Assistance Grant Program Application | Proof of Non-Profit Status (Private, Non-Profit Applicants Only) Attachment E |
|---|--|

Please attach in this section a copy of your agency': (1) Articles of Incorporation from the WV Secretary of State's Office; (2) Certificate of Incorporation from the WV Secretary of State's Office; and (3) the IRS Determination Letter.

AGENDA REQUEST FORM

Name: Jeff Polczynski, ENP - Director

Department or Entity: Communications

Estimation of amount of time needed for appointment: 5 min.

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject: Request approval to employ Mr. Rob Amick as a Part-Time Public Safety Dispatcher.

Please provide the County Commission with a description of your request or presentation, including any background information: **Mr. Amick is a former full-time Jefferson County public safety dispatcher who left to work as a full-time employee of the Jefferson County Emergency Services Agency. Mr. Amick left the agency with eligibility to be rehired and we believe training will be minimal. This part-time position is a no-cost (benefits/overtime) hourly position intended to create a pool of on-call employees to supplement staffing and alleviate overtime of the full-time staff. Upon approval, Mr. Amick will be immediately scheduled to begin his update training.**

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

Are documents attached?

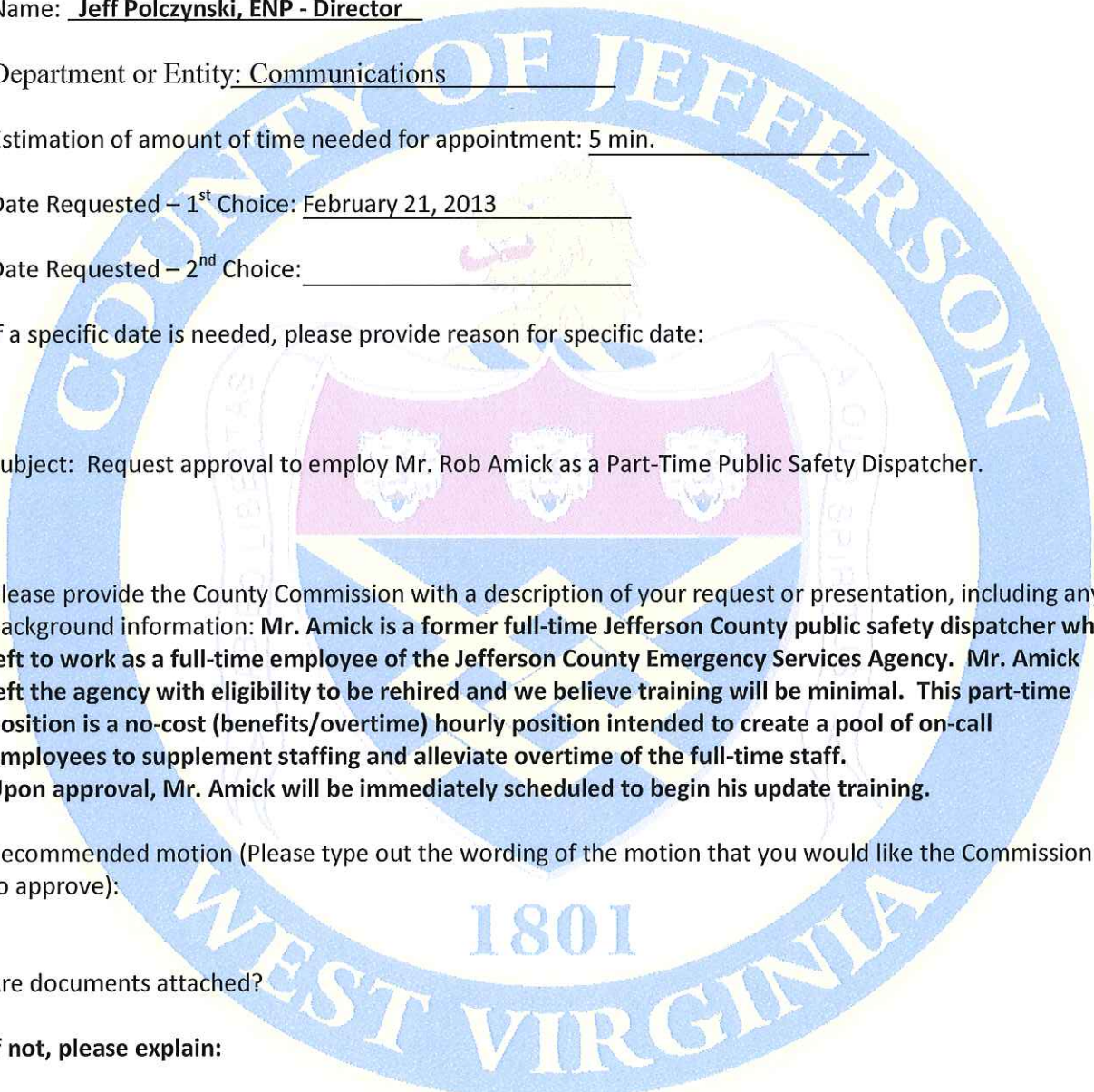
If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:





Jefferson County Emergency Communications
DEPARTMENTAL MEMORANDUM

TO: The County Commission of Jefferson County

FROM: Jeffrey Polczynski, ENP - Director

DATE: February 8, 2013

SUBJECT: Request Appointment – Mr. Rob Amick – PT Public Safety Dispatcher

The purpose of this memorandum is to request the approval to employ Mr. Rob Amick as a Part-Time Public Safety Dispatcher.

The part-time position is a no-cost (benefits/overtime) hourly position intended to create a pool of on-call employees to supplement staffing and alleviate overtime of the full-time staff.

Mr. Amick is a former full-time Jefferson County public safety dispatcher who left to work as a full-time employee of the Emergency Services Agency. Mr. Amick left the agency with eligibility to be rehired and we believe training will be minimal.

Upon approval, Mr. Amick will be immediately scheduled to begin his update training.

Please do not hesitate to contact me for further questions.

Respectfully Submitted,

Jeffrey Polczynski, ENP
Director of Communications

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

AGENDA REQUEST FORM

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: no appointment required – new business item

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Proposed start date is March 11, 2013.

Subject: **Approval of Job Offer for vacant Project Manager/Office Manager Position**

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

See attached employee action form and previously approved personnel request form. Proposed start date is March 11, 2013.

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

I move approval of the recommendation of the Director of Planning and Zoning to hire the preferred applicant to fill the vacant Project Manager/Office Manager position for the Departments of Planning and Zoning in accordance with the Department of Planning's budgeted position.

Attachments:

- Employee Action Form
- Personnel Requisition form from Jennifer Brockman dated 11/15/12

JEFFERSON COUNTY

Personnel Requisition

Department Name Planning and Zoning Date 11/15/12 Date Needed ASAP

Job Title Office Manager Salary Grade IV Criminal History Check Yes No

Suggested Recruitment Source(s) APA website, Journal and County website

Applicants Interviewed By: Jennie Brockman and staff Position Reports To: Jennie Brockman

Minimum Education Required: Bachelor's degree in land use planning and/or a related field, with 1 – 3 years of prior experience or a combination of higher education, training and experience which provides the required knowledge, skills and abilities.

Minimum Experience Required: Essential skills include prior experience providing leadership in a complex environment; strong writing and editing skills; a fluent working knowledge of all Microsoft Office Professional Suite programs, including Access and Publisher; a working knowledge of the Internet and prior experience creating and updating web page and with other social media outlets; knowledge of and ability to apply basic finance, accounting and budgetary principles, as they pertain to project and grant management.

Job Duties: Serves as the primary administrative resource for the Director; monitor and guide workflow ensuring all deadlines are met; administratively manage special projects, including managing timelines, drafting and editing power point presentations and agendas, event and meeting planning tasks.; provide input to the Director concerning budgetary needs/goals as it relates to individual special projects and the office; design and implement office policies and procedures; compose, transcribe and serve as Department editor for all Department documents; process timesheets, leave requests and payroll for the Departments; deposit, balance and remit payment to Sheriff for all collected Department fees.

Budget Information

Addition Replacement Explain or For Whom Dawn Childs resigned effective 11/28/12

Position Budgeted Yes No Proposed Salary \$35,000 - \$40,000 (Grade IV, Step dependent on qualifications) Date of Hire TBD

Is Position: Full-Time Regular Part-Time On-Call Occasional

Safety/Security Hours Per Week Exempt/Salaried Position generally 40 + hours/ week

Approvals

Elected Official Approval _____ Date _____

Department Head Approval _____ Date _____

County Commission Approval _____ Date _____

Comments _____

**Jefferson County Commission
Employee Action Form**

| | | | |
|--|---|-----------------|--|
| Employee Name: | Project Manager/Office Manager | | |
| Department Number: | 439 | Work Location: | Mason Bldg |
| Birthdate: | | Mail Address: | |
| Social Security: | | Mail Address: | |
| Home Phone: | | Cell Phone: | |
| Salary: | \$41,387 | Salary: | \$ |
| Reason: | New Hire | | New Hire
Promotion
Temporary Assignment
Annual Increase |
| Step: | F | Step: | |
| Grade: | IV | Grade: | |
| Min/Mid/Max | | Min/Mid/Max | |
| From: | Candidate
Non-Exempt
Exempt
X Full-Time Perm > 1820 hrs/annual
Full-Time Perm 2080 hrs/annual
Full-Time Temp < 6 mos
Part-time Perm < 1040 hrs/annual
Part-time Temp/Intern
Contract
Termination/Retirement | To: | Candidate
Non-Exempt
Exempt
Full-Time Perm > 1820 hrs/annual
Full-Time Perm 2080 hrs/annual
Full-Time Temp < 6 mos
Part-time Perm < 1040 hrs/annual
Part-time Temp/Intern
Contract
Termination/Retirement |
| From: | FMLA
Personal Unpaid
Active
Workers Comp
WC Rate: | To: | FMLA
Personal Unpaid
Active
Workers Comp
WC Rate: |
| Additional Info:
The recommended applicant is filling a position vacated by Dawn Childs in November 2012.
 He has a BA in Geography and over 12 years experience as a research analyst and/or executive assistant. | | | |
| Effective Date: | | | |
| Co Admin/Elected Official: | | HR Approval | |
| Commission Approval | | Hiring Mgr Appr | |
| Hiring Mgr Notified | | Payroll Done | |

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:



AGENDA REQUEST FORM

Name: Todd Fagan

Department or Entity: GIS/Addressing

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: 2/21/13

Date Requested – 2nd Choice: 3/7/13

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

Subject: **Reclassification of Executive Administrative Assistant Position from Non-FLSA Exempt (70) to FLSA Exempt (80)**

Please provide the County Commission with a description of your request or presentation, including any background information: **This position was misplaced as a non-exempt, 70 hour, position. The position's requirements qualify it to be listed as an exempt, 80 hour, position due to the FLSA standards: minimum salary, office work related to general business operations and primary duties that include exercise of discretion and independent judgment with respect to matters of significance.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to reclassify the GIS Executive Administrative Assistant position from Non-FLSA Exempt (70) to FLSA Exempt (80) and place it accordingly on the wage scale.**

Attachments: **Revised Position Description, Classification and Compensation Plan Review Form**

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

AGENDA REQUEST FORM

Name: Bill Polk, Maintenance Director

Department or Entity: Dept of Maintenance

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject: **Update on VoIP Telephone Project**

Please provide the County Commission with a description of your request or presentation, including any background information: Bill Polk, Maintenance Director, and Tom Reilly, VoIP Consultant, will be providing the Commission with an update on the status of the RFP for the VoIP telephone project.

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

Attachments: VoIP RFP

Jefferson County Commission

Request for Proposal (RFP)

For

VoIP Telephone System



County Commission
of Jefferson County, West Virginia

Issue Date: February 1, 2013

**Issued By: Jefferson County Commission
124 E. Washington Street
Charles Town, WV 25414**

Schedule of Events

| Event | Date |
|--|-------------------|
| RFP Release Date | February 1, 2013 |
| Facility Walk-Through & Mandatory Pre-proposal Conference* | February 28, 2013 |
| Vendor Written Question Submission Deadline | March 10, 2013 |
| Jefferson County answers to Vendor Questions | March 18, 2013 |
| RFP Addendum with Final Answers to Vendors Issued | March 26, 2013 |
| Proposal Due Date | April 10, 2013 |
| Proposal Due Time | 3:00 p.m. EST |
| Finalists Vendor Demonstrations | April 2013 |

*The pre-proposal conference provides an opportunity for vendors to ask additional questions about this RFP. It will take place on **February 28, 2013 at 10:00 a.m. EST** at the Jefferson County Maintenance Building, 128 Industrial Boulevard, Kearneysville, WV 25430.

***Attendance is mandatory for the pre-proposal conference** in order to be considered eligible to submit a bid for the project. Failure to attend the mandatory pre-proposal conference and complete the issued paperwork shall result in the disqualification of the bid. Jefferson County limits the number of representatives to two individuals per Vendor. No one person may represent more than one vendor.

Proposals must be received prior to 3:00 p.m. EST on Wednesday, April 10, 2013.

County/Agency Contact

All communication regarding this RFP shall be directed to the following agency contact:

Thomas Reilly – Jefferson County Representative
Jefferson County Maintenance Department
128 Industrial Boulevard, Suite 100
Kearneysville, WV 25430
304-876-1200 x 101
phones@jeffersoncountywv.org

All interested bidders should email the contact above to indicate their intent to bid on this procurement. Jefferson County will establish a list of Vendors based on the email confirmations received. This will ensure that all responding Vendors receive addendums, including answers to all Vendor submitted questions.

Contact with other agency employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination.

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General Overview

Request for Proposals

This Request for Proposal (RFP) is being issued by Jefferson County Commission for the purpose of procuring primarily "off-the-shelf" VoIP Telephony hardware and software solutions for a comprehensive Voice over IP telephone system. Jefferson County's VoIP infrastructure team is organizing efforts to replace our existing telecommunication systems. The County expects to replace our existing network switching infrastructure in preparation of moving to a VoIP system. This RFP is being issued by the Jefferson County Commission, hereafter referred as "County" or "Jefferson County".

Jefferson County invites qualified VoIP vendors to submit responses to this Request for Proposal (RFP). The County will use the information to purchase software and hardware that best meets the needs of the County.

The intent of this RFP is to solicit written proposals and product demonstrations from Vendors who are qualified to design, install, and maintain the desired VoIP System. The purpose of the RFP is for the procurement of services, software and hardware in order to provide for efficiency in telecommunications throughout the County Offices.

This Request for Proposal (RFP) states the overall scope of products and services desired, specific software and hardware functionality, technology foundation as well as desired vendor qualifications. The selected system should achieve several operational objectives while providing the most state-of-the-art technology. This system solution must be integrated into present networking solutions. Primary Project Goals:

- **Increased Communications Efficiency** - Allow for quick and easy four-digit dialing between County Offices. A primary objective is to have a VoIP system seamlessly connect many County buildings together.
- **Telecommunications Cost Savings** – The new telecommunication system will need to have the ability to leverage the use of PRI circuits and other means to reduce monthly telecommunication expenditures.
- **Improved Public Service** - The VoIP System should result in more responsive service to the public through faster routing of calls and the availability of increased information regarding department unit availability and status.

The RFP is used for procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problems, and needs specified in this RFP, and defines how it intends to meet (or exceed) the RFP requirements.

County Background

Jefferson County is comprised of an area of 212 square miles with an approximate population of 55,000 persons located in the extreme Eastern Panhandle of West Virginia, bordering the States of Maryland and Virginia and 58 miles from Washington, District of Columbia. Jefferson County is considered to be within the Washington D.C. Metropolitan Area (National Capital Region) and is one of the fastest growing Counties in the State of West Virginia.

Scope & Guidelines

The scope of this project is to create a fully functional, scalable VoIP solution for Jefferson County which meets the overall objectives of this effort as defined in this RFP.

Proposals should assume that the vendor will provide the labor to design, procure, install and provide administrative and end user training for this effort. Proposals should also include details.

Jefferson County will provide all respondents with any information required to successfully prepare a response which will meet our needs.

Description of Current Technology

Jefferson County is currently using a telephone company provided Centrex system. This system supports approximately 210 staff members. We also have a Nortel BCM400 system located at our communication center that serves approximately 90 users.

Offices

The County has a disseminated office complex. The County's office complexes are grouped into three major geographical areas, 1) Downtown 2) Industrial Park 3) Public Service Office. We also have three other small offices throughout the County.

| Department | Physical Address | City | Complex |
|--------------------------|----------------------------|---------------|-----------------|
| Animal Control | 161 Poor Farm Road | Kearneysville | NA |
| Assessor's Office | 104 E. Washington Street | Charles Town | Downtown |
| Circuit Clerk | 119 N. George Street | Charles Town | Downtown |
| Circuit Court | 100 E. Washington Street | Charles Town | Downtown |
| Commission | 124 E. Washington Street | Charles Town | Downtown |
| County Clerk | 110 E. Washington Street | Charles Town | Downtown |
| Day Report | 106 E. Washington Street | Charles Town | Downtown |
| Emergency Communications | 28 Industrial Blvd. | Kearneysville | Industrial Park |
| Emergency Services | 419, 16th Avenue | Ranson | NA |
| Engineering | 116 E. Washington Street | Charles Town | Downtown |
| Extension Office | 1948 Wiltshire Road | Kearneysville | Public Service |
| Finance Office | 124 East Washington Street | Charles Town | Downtown |
| GIS Addressing | 116 E. Washington Street | Charles Town | Downtown |
| Health Department | 1948 Wiltshire Road | Kearneysville | Public Service |
| JCDA | 1948 Wiltshire Road | Kearneysville | Public Service |
| Juvenile Drug Court | 110 N. George Street | Charles Town | Downtown |
| Library | 200 E. Washington Street | Charles Town | Downtown |
| Magistrate Court | 110 N. George Street | Charles Town | Downtown |
| Maintenance | 128 Industrial Blvd. | Kearneysville | Industrial Park |
| Maintenance | 104 N. Samuel Street | Charles Town | Downtown |

| | | | |
|--------------------------------|----------------------------|------------------|-----------------|
| Mapping Office | 108 E. Washington Street | Charles Town | Downtown |
| Family Court (Judge GreenBerg) | 119 N. George Street | Charles Town | Downtown |
| Parks & Rec | 235 Sam Michaels Park | Shenandoah, Jct. | NA |
| Planning & Management | 114 E. Washington Street | Charles Town | Downtown |
| Planning & Zoning | 116 E. Washington Street | Charles Town | Downtown |
| Planning Department | 116 E. Washington Street | Charles Town | Downtown |
| Probation | 110 E. Washington | Charles Town | Downtown |
| Prosecuting Attorney | 124 East Washington Street | Charles Town | Downtown |
| Prosecuting Attorney | 110 N. George Street | Charles Town | Downtown |
| Prosecuting Attorney (Briel) | 201 N. George Street | Charles Town | Downtown |
| Sheriff's Office | 102 Industrial Blvd. | Kearneysville | Industrial Park |
| Tax Office | 112 E. Washington Street | Charles Town | Downtown |

Proposal Format

Vendors must organize their proposals in the following format:

- Letter of Transmittal
- Table of Contents
- Executive Summary (Concise overview of system proposed)
- Introduction/Company Background and Experience
- Proposal Questionnaire (RFP Section 1.)
- General System Design & Functional Specifications (RFP Section 2.)
- Training (RFP Section 3.)
- Pricing (RFP Section 4.)
- Draft contract with the proposal based on information in the RFP
- Attachments

The vendor must provide a point by point technical response stating compliance or taking exception to any or all sections of this RFP and provide sufficient information to allow County to evaluate proposal. Any deviations or exceptions to the County's requirements should be noted. Incomplete proposals or proposals that do not comply with the County's stated requirements may be eliminated from the selection process at the County's discretion.

Proposal Submission

- Submit **one (1) original and five (5) printed & bound copies**; and one (1) electronic copy on a thumb drive or CD. Title the file using the following format: *2012 VoIP Bid for JC (Vendor Name)*
 - Each original proposal shall be signed by an authorized individual and marked with the word "ORIGINAL" on the cover.
 - Each copy of the proposal shall be marked "COPY" on the cover.
 - A response to all questions is required.
 - Proposals cannot be withdrawn or corrected after submission.
 - Proposers are liable for all errors or omissions contained in their proposals.
 - Before submitting a proposal, vendors shall examine the specifications in order to understand all existing conditions and limitations.
 - Clarification of documents submitted as a result of questions will be circulated in writing to all eligible vendors.

-
- Proposals must be submitted in a sealed envelope to the address below.

Jefferson County Commission
128 Industrial Boulevard
Kearneysville, WV 25430

- Proposal package must be labeled as follows:

Jefferson County VoIP System
Vendor name

- Proposals must be delivered by the date/time specified and to the place stipulated above.
- It is the sole responsibility of the vendor to see that their proposal is received by the County in the proper time. Any proposal received after the date/time specified shall be eliminated from consideration and returned to the vendor unopened.
- Jefferson County will not accept proposals by facsimile or email.
- Jefferson County will not waive or excuse late receipt of a proposal, which is delayed for any reason.
- The vendor is responsible for all costs incurred in the preparation, demonstration, or negotiation of this proposal.
- The County reserves the right to award the project to the vendor based upon factors that include the ability to provide a comprehensive integrated solution that meets or exceeds the stated requirements, customer service, market focus, stability and price in whole or in part.
- Submission of a proposal shall constitute acknowledgement by the proposer that it has thoroughly examined the RFP, including any addenda that may be issued during the proposal preparation period. No claim will be allowed for additional compensation or additional time for completion, which is based on lack of knowledge or lack of understanding of any part of the RFP. Additionally, any communication from a vendor, which in any manner discloses price information contained in its Proposal, if received prior to opening, may be cause for disqualification.
- Once the project is awarded and signed, all documents become public record.

Right to Negotiate

At the conclusion of evaluating proposals, Jefferson County reserves the right to negotiate with any or all Proposers susceptible to award. Jefferson County may request finalist demonstrations from Proposers. Jefferson County will not be responsible for any costs incurred by Proposers as a result of such demonstrations.

Rejection of Proposals

Jefferson County reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. Jefferson County further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by Jefferson County confers no rights upon the bidder nor obligates Jefferson County in any manner. At the conclusion of evaluating proposals, Jefferson County reserves the right to negotiate with any or all Proposers susceptible to award. Jefferson County may request oral presentations from Proposers. Jefferson County will not be responsible for any costs incurred by Proposers as a result of oral presentation.

Evaluation Criteria

A determination of finalists will be made based on responses to the Request for Proposal. The County will consider the following in its evaluation:

- Proposal response
- Office connectivity concepts and solutions
- System functionality and capabilities
- Ease of use of system(s)
- Company profile
- Stability (financial viability, business longevity, technical focus)
- Market Focus
- Proposed services
- Customer service (references, retention, measured service rates, 24x7 support)
- Warranty
- Pricing

Questions

Respondent may contact Jefferson County for clarification and information pertaining to this request for proposal. Any question for information or clarification must be submitted in writing by email to Thomas Reilly at phones@jeffersoncountywv.org before the end of the question period.

Questions and answers will be emailed or faxed to all bidders who have completed and returned the intent to bid form.

Finalist Interviews and Limited System Demonstrations

Upon review of the RFP responses, the County will invite the finalists to a demonstration of the proposed system's functionality and administration of the system. These finalists will be asked to provide the demonstration at a selected County office.

In order to facilitate the scheduling of demonstrations, all companies submitting an RFP shall propose two (2) possible dates for the demonstration to occur between April 22, 2013 and April 30, 2013.

Pricing Proposal Summary

Pricing proposal shall include:

- Total (overall) system cost
- Cost for each system, including interfaces to other systems
- License fees
- Modification costs if denoted to satisfy a requirement
- Implementation, training and support services costs
- Annual System Maintenance costs for 5 years broken out by the yearly cost
- Other anticipated costs (i.e., travel, training, integration, etc.)

All pricing information will be considered confidential and will be provided only to individuals associated with the project until such time as the contract is awarded and signed. After contract signing, the pricing information may be released to public record at the County's discretion.

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Freedom of Information Act, at award of contract or cancellation of this RFP.

1. Proposal Questionnaire

1.1. Vendor Background

| Vendor Information | |
|--------------------|--|
| Company Name | |
| Address | |
| City, State & Zip | |

| Primary Vendor Contact | |
|------------------------|--|
| Name and Title | |
| Address | |
| City, State & Zip | |
| Phone | |
| Email | |

1. Provide a brief company history.
2. Does the vendor develop, sell, or support any software other than VoIP solutions? If so, describe.
3. Provide a chronology of the company's growth, heritage, staff size, and ownership structure.
4. Indicate whether the business is a parent or subsidiary in a group of companies.
5. Is the company a Certified Solutions Partner?
6. How many agencies are currently using the vendor's VoIP solution?
7. Provide a contact name and the agency geographically nearest to Jefferson County that is using the same systems that are proposed.

8. Has the vendor ever been party to a buy-out, merger, or acquisition? If so, explain.
9. Has the company or product being proposed ever *been purchased* by another company or acquired because of a merger or acquisition?
10. Has the company or any company employee ever been named in litigation or arbitration related to the company's products or services? If so, explain.
11. Describe how your company measures customer satisfaction for VoIP solutions, and customer service & support.

1.2. Vendor References

Provide at least five (5) references that are currently using the same system to the proposed solution. At least five (2) of these references must be customers who have used the system for three years or more. Include the following information:

- Agency name
- Address, city, state, zip
- Contact information
- Name, phone number, email
- Years using system
- Modules in use / handset used
- Date of Project Commencement
- Date of Project Completion

1.3. System Overview

1. In the table below, enter the name of the vendor providing each controller / module or service in your proposed solution. The information should reflect any third party vendors proposed for this project.

| Module/Service | Vendor |
|----------------------------------|--------|
| Server / Controller Information | |
| Hand Set Phone #1 | |
| Hand Set Phone #2 | |
| Hand Set Phone #3 | |
| Conference Phone | |
| Project management | |
| Training | |
| Software maintenance and support | |

2. Provide a detailed overview of the proposed system.
3. Discuss all system modules, describe the administrator interface.

4. Describe the system's customization capabilities.
5. Describe the backup and restoration capabilities for your system including the amount of automation available for routine backups.
6. Do backups require any portion of the system to be offline or actively removed from LIVE environment or placed into a degraded mode of operation for routine backup? If so, please describe.
7. Can agency administrators easily establish security privileges and permissions within the system? If so, please describe.
8. Can the system create both preformatted and ad hoc reports? Describe the system's reporting capabilities.
9. Is the proposed system(s) developed with a widely accepted development environment? Please describe all development languages utilized, including any proprietary toolsets.
10. Please describe all third-party software required or recommended for the solution you are proposing.
11. Describe the system's integration with handsets, wireless headsets, any other components.

1.4. Implementation

The proposer shall provide a project schedule in GANTT chart format that depicts the start and stop dates and logical relationships for all tasks and which shows major project events and milestones. The project schedule shall begin upon written notification from Jefferson County and shall end upon final system acceptance. The project schedule shall include all project tasks performed; including all tasks that are the responsibility of Jefferson County as part of the implementation process.

Using the table below, the Vendor must outline a preliminary schedule for the implementation of their proposed system. The Vendor must indicate the timeframe in which they are capable of installing the system, having it fully operational. These dates must be subject to change based on Jefferson County's requirements.

| Project Activity | Estimated Time |
|------------------------|--|
| System Implementation | Length of time required from contract signing |
| Preliminary Acceptance | Length of time required from completion of System Implementation |
| System Training Begins | Length of time required from Preliminary Acceptance |
| System Goes Live | Length of time from start of Training |
| System Acceptance | Length of time from cutover to Final Acceptance |

1. Describe the typical implementation process for a project of this scope including the roles of key members of the implementation team.
2. Discuss the process to port over numbers by department, Keeping in mind the County needs to stay operational during the implementation process.
3. Include the resume of the project manager assigned to this opportunity.
4. Provide a project organization chart.
5. What tools are employed by the implementation team to collaborate with the agency regarding project milestones? Describe/attach the proposed implementation schedule with key activities and estimated milestones and deliverables.
6. Has the vendor ever failed to complete an implementation? If so, describe.

To ensure that the systems purchased are the most beneficial to Jefferson County, a functional test may be required before departmental rollout. Proposers must be prepared to conduct such tests for the proposed system upon notification by Jefferson County. Adequate preparation times will be provided.

1.5. User Licenses

1. Describe the proposed licensing structure (handsets, extensions, voicemail, user, concurrent, Conference Bridge, etc.).
2. Provide the following information for each proposed component that requires a license. (Add rows as needed)

| Licensed Component or Module | License Type (user, VM, ext, etc.) | # of Proposed Licenses |
|------------------------------|------------------------------------|------------------------|
| | | |
| | | |
| | | |

3. As the County expands, will there ever be any additional charges for extensions, Voice mail etc. licenses?
4. Detail all licensing requirements.
5. Provide a sample of the proposed License Agreement.

1.6. Warranty, Maintenance, Support, and Reliability

Jefferson County intends to enter into a relationship with a Vendor that can maintain the latest VoIP system functionality for Jefferson County, with minimal disruption. Proposers must provide sufficient detail for the County to fully consider future costs rather than any substantial unknown future costs.

Warranty

1. What is the length of the warranty? When does the warranty begin?
2. Does the warranty include both maintenance and support services?
3. Describe internal performance metrics used to quantify key customer support responsiveness, such as: Issues resolved on first call, average call duration, average time to reach issue resolution, etc.

All equipment, software, and services furnished by the Vendor under the resulting contract shall be warranted free from defects in material and workmanship, and shall conform to this RFP and the Vendor's response thereto, with all exceptions agreed to by Jefferson County. In the event any such defects in equipment, software, or services become evident within the warranty period, the Vendor shall correct the defect by (1) repairing any defective component of the equipment; (2) otherwise correcting any reproducible and/or recurring software defects; or (3) redoing the faulty services. The Vendor is responsible for all charges incurred in returning defective parts to the Vendor's, Subcontractor's, or suppliers' plants, and in shipping repaired or replacement parts to Jefferson County. Labor to perform warranty services will be provided at no charge during the warranty period. Thereafter, Jefferson County will provide the maintenance and service of the system backbone.

The Vendor further warrants that during the warranty period that any equipment and software furnished under this contract shall operate under normal use and service as a complete system, which shall perform in accordance with this RFP and the Vendor's response thereto, with all exceptions agreed to by Jefferson County in writing. The warranty period shall be a period of at least 12 months from the date of final systems acceptance as defined herein. Claims under any of the warranties herein are valid if made within 90 days after termination of the warranty period. In addition, the following specific requirements apply to the Vendor's warranty:

- The Vendor will obtain any warranties which Subcontractors or suppliers to the Vendor give in the regular course of commercial practice, and shall apply the same to the benefit of Jefferson County.
- The Vendor shall remedy at its own expense damage caused by the Vendor to Jefferson County - owned or controlled real or personal property. The Vendor shall be liable to Jefferson County for supply of information, materials, and labor necessary for mandatory revisions determined by the manufacturer for the duration of the warranty period at no cost to Jefferson County.
- The "acceptance" of systems/equipment by Jefferson County shall not limit Jefferson County's warranty rights set forth above with respect to defects in materials or workmanship.

It is Jefferson County's position that the Proposer should be capable of accurately projecting the technology that will be available on the market at the time of delivery. It is expected that the Proposers will respond to this RFP accordingly. It is the intent of Jefferson County to purchase the latest in current technology. If, however, the Proposer develops technology that was not known at the time of the Proposer's proposal, the Proposer shall provide to Jefferson County any increase or decrease in the prices for any equipment or software changes required under the terms of this section for consideration

by Jefferson County, to be formalized in a change order. Jefferson County will not be obligated to execute a change order in the event of an increase.

Maintenance

1. Describe what is included in your standard maintenance program including any software updates, enhancements, upgrades and services.
2. When software updates or enhancements become available, how does the Vendor notify customers of such update or enhancement?
3. What is the standard interval and average interval that your company provides software updates, enhancements and upgrades?
4. Does your company provide a time period from the final acceptance where new releases, version updates, or platform changes are made available and automatically installed (with County approval) free of charge?
5. Are there any other costs associated with system updates, enhancements, bug fixes and upgrades? If so, describe.
6. Does the vendor provide a clearly defined process for customers to influence product enhancements? If so, describe.
7. Will the County be required to update their system when a new enhancement is released?
8. When an enhancement becomes available, if an agency elects to retain a previous release, how long will the vendor provide maintenance for that release?
9. Does the vendor preserve agency customizations to the system during the enhancement process free of charge?

Support

10. Provide a copy of the vendor's standard support agreement.
11. Describe the account management resources available to the agency.
12. Describe the vendor's standard support services.
13. For telephone support, provide the following information:
 - Does the vendor provide 24-hour support?
 - What is the vendor's average support call duration?
 - What is the vendor's average time to resolve issues?
 - What is the vendor's first-call resolution percentage?
14. Does the vendor provide an online educational database? If so, describe.

15. Describe what protection you offer clients for their original investment in the event of a platform change considered substantial enough that the Vendor requires existing clients to purchase a new VoIP system product or product suite to realize new features. For example, do you offer clients credit toward the new technology, transfer licenses, only charge for services, provide software free of charge, etc.?

Reliability

Successful operation is defined as the absence of any major failure of equipment or software, or equipment or software function, which results in the disabling of a major equipment item, resulting in the inability of the overall system to perform as specified. Minor failures, such as operational problems and adjustments normally encountered during implementation of a new system, shall not constitute a failure in achieving successful operation.

A reliability test period of ninety (90) consecutive calendar days of successful error free operation after installation and performance verification shall constitute a successful performance period. During the ninety day reliability period, Jefferson County shall utilize the system for its intended purpose (in service) to test all operational modes and equipment configurations, with the system fully loaded to peak activity, to ensure that all operational modes function properly and that all system "bugs" have been corrected. The County shall not interpret the use of the system during this performance test period as "acceptance"

1.7. Indemnification/Hold Harmless

The Vendor shall indemnify and hold harmless Jefferson County, its agents, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged (1) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the Proposer, Vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (2) violation of any federal, state, county, municipal, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees in the performance of the work; (3) liens, claims, or actions made by the Vendor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Proposer, Vendor, or any subcontractor under Worker's Compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Any cost or expenses, including attorney's fees, incurred by Jefferson County to enforce this contract shall be borne by the Vendor.

Jefferson County reserves the right at any time during the term of this contract to change the amounts and types of insurance required hereunder by giving the Vendor thirty (30) days written notice. If such change should result in substantial additional cost to the Vendor, Jefferson County agrees to modify the contract for additional compensation proportional to the increased benefit to Jefferson County.

The Vendor's failure to procure and maintain the required insurance or self-insurance program

during the entire term of this contract shall constitute a material breach of this contract under which Jefferson County may immediately terminate this contract or, at its discretion, procure or renew such insurance to protect Jefferson County's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Vendor.

The Vendor shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, agents, and subcontractors, if any, to protect the Vendor's and Jefferson County's interests, and for ensuring that such persons comply with any applicable insurance statutes.

The RFP and the Vendor's response will be incorporated into contract by reference. The order precedence shall be the contract, the RFP, and any addendum, and the vendor's proposal in response to the RFP. Any verbal communication between the Vendor and any Jefferson County personnel is not binding, including that made at the mandatory pre-proposal conference. Only information added to the RFP specifications by an official written addendum is binding.

1.8. Payment Schedule

Partial payment shall be made by Jefferson County after the items awarded to the Vendor have been received, inspected, and found to comply with the RFP and to be free of damage or defect, and properly invoiced. A single itemized invoice shall bear the contract number and purchase order number.

A potential payment schedule is proposed as follows for installation and acceptance of the system. Vendors preferred payment schedule should be submitted for consideration. Payment schedules will be subject to negotiation.

| Payment Percentage | Description |
|--------------------|--|
| TBD (e.g. 10%) | Upon Contract signing. |
| TDD(e.g. 10%) | Upon Equipment installation and System Setup. |
| TBD (e.g. 30-50%) | Upon completion of departmental implementation, porting and PRI turnup, testing of all equipment and software. |
| TBD (e.g. 30%) | Upon successful completion of the 90-day reliability test period. |

Payment requests must be made through the County's VoIP Project Manager on an approved estimate showing component breakdown of the work totaling the awarded contract price and the amount of work for each item completed at the time of the request. It is estimated that payments will be made to the awarded Proposer within 30 days after Jefferson County gives approval and certification.

Conditions to Final Payment

Final payment shall be made by Jefferson County upon acceptance of all work fully completed under this contract. Jefferson County shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of the contract, and in making this final estimate, neither Jefferson County nor the Vendor shall be stopped by the periodic estimates aforesaid. From the sum total so found shall be deducted, firstly, all previous payments made to the Vendor, and

secondly, all damages and proper charges under the contract. The Vendor shall execute a final receipt and release on a form to be provided by Jefferson County. The acceptance by the Vendor of final payment shall be and shall operate as a release to Jefferson County of all claims and all liability to the Vendor for all things done or furnished in connection with this work, and for every act and neglect of Jefferson County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Vendor of his sureties from any obligations under the resulting contract or the Performance and/or Payment Bonds.

Additional Quantities

Quoted prices for software shall be valid for at least one year from the final system acceptance date. The Vendor is required to extend proposal prices beyond the initial one-year for purchase and delivery of additional equipment for future phases at a future date.

1.9. Insurance Requirements

Proposers shall maintain during the term of the Agreement the following insurance coverage and shall file with Jefferson County prior to any work being started, certificates of such insurance which shall be subject to Jefferson County's approval as to adequacy of protection and compliance with this condition:

- a. Worker's Compensation Insurance: Proposers shall obtain Worker's Compensation insurance and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) per incident.
- b. Commercial General Liability/Automobile Liability: Insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, both the general aggregate including bodily injury and property damage, as a combined single limit or equivalent. General liability shall include contract liability. These policies shall be endorsed to include the County, its officers, employees and agents as additional insured. Certificates of such insurance, including all requirements, shall be filed with the County prior to any work being done.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a BEST Rating acceptable to Jefferson County.
- d. The company is licensed to do business in the State of West Virginia.
- e. Verification of Coverage: Insurance, deductibles and self-insurance retentions shall be subject to Jefferson County's approval. Original Certificates of Insurance with endorsements shall be received and approved by Jefferson County before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or reduction of stated limits shall cause work on the project to cease. Any delays shall not increase costs to Jefferson County or increase the duration of the project.

1.10. Liquidated Damages

If the Vendor fails to deliver and install the system in accordance with this proposal, it is understood, and the Vendor hereby agrees, that the amount of \$500 per day for a period of up to 90 days shall be deducted from the monies due the Vendor for each intervening calendar day any work remains incomplete, not as a penalty, but as liquidated damages. However, the Vendor shall not be liable if

failure to perform arises out of causes beyond the reasonable control of the Vendor and without the fault or negligence of the Vendor (acts of God, the public enemy, fires, floods, strikes, freight embargoes, etc.). After 90 days, Jefferson County reserves the right to mitigate agreement and cancel contract.

1.11. Independent Contractor & Compensation of Proposers Employees

The relationship between the Vendor and Jefferson County is contractual. It is not intended in any way to create a legal agency or employment relationship. The Vendor shall at all times maintain its status as an independent Contractor, and both parties acknowledge that neither is an agent, partner, or employee of the other for any purpose.

The Vendor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and Jefferson County shall have no control of or supervision over the employees of the Vendor or any of the Vendor's subcontractors. In this regard, the vendor shall have the sole obligation to secure any and all permits and/or licenses imposed by law, pay any and all charges or fees, and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Vendor shall not and shall have no authority whatsoever to obligate Jefferson County to either make any payments to another party or make any promises or representation of any nature on behalf of Jefferson County, without the specific written approval of Jefferson County.

The Vendor specifically warrants and agrees that it will be solely and exclusively responsible for compensating any of its employees, subcontractors, material men, and/or suppliers of any type or nature whatsoever and that no claims or liens of any type will be filed against any property owned by Jefferson County arising out of or incidental to the performance of any services performed pursuant to the contract.

1.12. Proprietary and Confidential Information

The Proposer shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the Proposer is alerted that this marking is only an advisory and not binding on Jefferson County.

All proprietary computer programs will be released only in accordance with the Vendor's Software License/Service provisions contained within the contract documents, including the applicable agreements to be entered into between Jefferson County and the Vendor governing Jefferson County's use of software, or as required by West Virginia Statute or court order. All other material and information of a confidential nature as designated by the Vendor will be released as necessary under the following conditions:

- Jefferson County shall exercise reasonable and prudent measures to keep these items in confidence to the maximum extent permitted under law.
- Jefferson County shall not disclose confidential items without the Vendor's permission, unless the Vendor makes them public or Jefferson County learns them rightfully from sources independent of the Vendor, or disclosure of said items is required for any of the reasons enumerated in paragraphs contained below.

-
- To the extent allowed by the provisions of the law, the Vendor, where necessary, retains the right to prescribe specific security measures for Jefferson County to follow to maintain the confidentiality of items so designated by the Vendor.
 - Notwithstanding the obligations on disclosure and confidentiality set forth herein, Jefferson County may disclose confidential items to third parties where required pursuant to West Virginia Statute, or insofar as necessary to satisfy a proper court order, subpoena, litigation discovery demand, or administrative or regulatory proceeding.

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2. General System Design & Functional Specifications

System Design

Include in your RFP response a system design which addresses the following needs:

1. VoIP telecommunications systems designed to support the County's disseminated office complex. Each office /complex should include equipment enabling local e911 capabilities and independent calling capabilities should it be disconnected from our central offices. Proposers should describe their ability to provide modules or controllers in each primary area and how they will interface seamlessly as one unit.
2. System provides phone sets for 310 stations, 14 conference phones, 41 side cars, and 40 headsets.
3. Proposers should describe their ability to support teleworkers and single person remote offices, including cost for soft phones.
4. Proposers should describe their ability to provide mobility solutions to enable seamless transfer of calls to staff cell phones when out of the office.
5. Proposers design concepts of connectivity between office locations.

2.1. Switching and Network Infrastructure

Jefferson County has or will deploy HP PoE switches in the network closets of each building. These switches are centrally managed and connected in several methods:

- Downtown Campus Buildings – Connected with Cat5 and some Fiber.
- Industrial Park Buildings- Connected with Fiber between buildings / 10mb MetroE to Downtown
- Public Service Building – Connected with 802.11x WIFI / Industrial Park
- Animal Control – VPN Tunnel to Downtown Campus
- Emergency Service – VPN Tunnel to Downtown Campus
- Parks & Rec – VPN Tunnel to Downtown Campus
- The County will be evaluating other connectivity methods

2.2. Phone Numbers and Direct Dial Continuity

Describe how your system can support the retention of the County's existing publically facing numbers including:

- Toll free and other published numbers
- Staff-assigned direct dial numbers

2.3. Telephone Sets

Please describe how your system can support different phone vendors and recommended use:

- Provide information about phone set models supported by your solution and recommended use.
- Describe the features that are available with these supported phones.

-
- Describe how phone sets are programmed administratively and if end user programming is supported.

2.4. Telecommunication Equipment

Please describe how your system will integrate each office complex allowing for 4-digit dialing and maintaining the ability to dial out if the remote office loses connectivity to the downtown complex. Elaborate on controller details and system placement.

2.5. Mobility Solutions

Please describe how your system may be used to take advantage of mobile application, remote office connectivity and future communication.

2.6. System Integration

Please describe how your system may or may not integrate into other telephony systems. Gate / door phones that use single button dialing. Speaker / mic imbedded into devices that connect to the 9-1-1 CPE. Integration into existing 9-1-1 systems. The new VoIP system will require integration into the existing 911 emergency system so that operators will be able to make calls from the operator console using the new system as well as the existing emergency system.

2.7. Licensing

Please describe what devices require software and / or user license. Indicate how software and / or user licenses for all potential solutions are packaged for sale, purchased and installed. Also indicate how primary features are licensed ie voicemail.

2.8. System Capacity and Scalability

Please describe maximum capacity of the system in the following areas as it is being proposed in the RFP:

- Phone Sets
- Voicemail Boxes
- Concurrent incoming and outgoing line capacity
- Describe how the system can be expanded to accommodate a new location or expansion of an existing location.

2.9. Redundancy and Reliability

- Please describe how the solution is designed to tolerate hardware failures
- Describe how the solution ensures maximum system uptime.
- Please describe how the system could operate under emergencies / natural disasters / power outages.

2.10. System Management

- Please describe general categories of system administration tasks that internal IT staff is supported in performing.
- Please describe general categories of system administrator task that vendors /support companies must perform.

2.11. Vendor Support

- Please detail your organization’s support staff size, amount of training and years of experience supporting the technology that are part of the recommended solution.
- Please describe how support will be delivered to our offices in Jefferson County.
- Describe and standard SLA agreements you provide to customers under contract.
- Please describe how support contracts are provisioned and how support is priced

2.12. Functionality Checklists

Complete the following tables by selecting the correct column (Y / N / M) for each requirement. If additional explanation is required, information may be included in the comments column.

Y **Yes** – The proposed system meets or exceeds the requirement.

N **No** – The proposed system cannot meet the requirement.

M **Modification** – The system must be modified in order to meet the requirement. Provide explanation, estimated costs and proposed delivery date.

| Minimum Telephone Features Checklist | | | | | |
|--------------------------------------|--|---|---|---|----------|
| | Description | Y | N | M | Comments |
| 1. | Alphanumeric Display? | | | | |
| 2. | Able to access voice mailbox? | | | | |
| 3. | Automatic Outside Line Answer / Hold? | | | | |
| 4. | Built-in full duplex capability speakerphone? | | | | |
| 5. | Call forwarding? | | | | |
| 6. | Call Park? | | | | |
| 7. | Call Pick-up? | | | | |
| 8. | Call Transfer? | | | | |
| 9. | Caller ID? | | | | |
| 10. | Capable of monitoring multiple voice mailboxes for messages? | | | | |
| 11. | Capable of using a headset wired? | | | | |
| 12. | Capable of using a headset wireless? | | | | |
| 13. | Check voicemail from outside line? | | | | |
| 14. | Delayed Ringing? | | | | |
| 15. | Distinctive Ringing? | | | | |
| 16. | Do Not Disturb? | | | | |
| 17. | Feature button display-this can be hardware or software? | | | | |
| 18. | Intercom capability with audible tone distinguishable from the regular ring? | | | | |
| 19. | Last Number redial? | | | | |
| 20. | Message indicator for Voicemail? | | | | |
| 21. | Multiparty conferencing capability from the phone set? | | | | |
| 22. | Mute Function? | | | | |

| Minimum Telephone Features Checklist | | | | |
|--|----------------------|---|---|----------|
| Description | Y | N | M | Comments |
| 23. Paging accessible to all stations or group function? | | | | |
| 24. Station and system speed dial? | | | | |
| 25. The ability for a single phone to monitor multiple extensions? | | | | |
| 26. User programmable keys? | | | | |
| 27. Volume control? | | | | |
| 28. Extension look-up / directory for internal staff? | | | | |
| 29. Dial by name directory? | | | | |
| 30. Change voicemail settings from outside line? | | | | |
| 31. Message only information or business mailbox? | | | | |
| 32. Ability to retrieve deleted messages? | | | | |
| 33. Call history? | | | | |
| 34. Voicemail forwarding? | | | | |
| 35. Voicemail caller ID / time of message? | | | | |
| 36. Transfer of VM to email or vice versa? | | | | |
| 37. Remote access to all VM boxes? | | | | |
| *For Agency Use Only * | Column Total: | | | |
| Total Table Score: | | | | |
| | | | | |

3. Training

Training on all system functions will be provided by the Vendor prior to commencement of the departmental rollout period. Training will include sufficient information and experience to familiarize system administrators, maintenance personnel, and users by department with system features and operations for their particular assignments. Training will include system software and handset features. All training will take place at the Jefferson County's facilities.

The selected Vendor will be required to submit a detailed training plan, which will outline the objectives, strategy, and curriculum to be addressed during training for end users. This plan will present the activities needed to support the development of training materials, coordination of training schedules, reservation of personnel and facilities, planning for training needs, and other training tasks that are necessary for the implementation of the VoIP systems. In developing this training plan, in no case will ad-hoc or demonstration-only training be considered adequate to fulfill the training requirement for any operational level position.

| Personnel | Position Descriptions |
|-----------|--|
| TBD | IT |
| TBD | Supervisors |
| TBD | System Administrators (or TBD based upon recommendation) |
| TBD | Maintenance Department |

| | |
|-----|--------------------------|
| TBD | Administrative Personnel |
|-----|--------------------------|

The selected Vendor will be required to provide any and all instructional materials, media presentation devices, presentation media, and course instructors. Jefferson County intends to conduct all subsequent line-level training internally. Jefferson County requires the Vendor to grant permission to Jefferson County to reproduce any and all training materials for purposes of training Jefferson County personnel on the systems installed. To the extent possible, all such training materials shall be made available in electronic format.

4. Pricing

Provide the following pricing information for each component of the proposed solution.

4.1. Pricing – System

Required VoIP System Components

Provide pricing information for all required controllers / handsets / sidecars / headsets / applications / etc. modules included in the proposed solution. If a module or accessory is included in a “base price”, then indicate “included” in the price column.

| Components | Price | Quantity | Total |
|---|-------|----------|-------|
| System Controllers | \$ | | \$ |
| Handset Type #1 | \$ | | \$ |
| Handset Type #2 | \$ | | \$ |
| Handset Type #3 | \$ | | \$ |
| Conference Room Phone | \$ | | \$ |
| Sidecars | \$ | | \$ |
| Headsets | \$ | | \$ |
| Applications | \$ | | \$ |
| Modules | \$ | | \$ |
| General Licensing | \$ | | \$ |
| VM Licensing | \$ | | \$ |
| Remote Licensing | \$ | | \$ |
| _____ | \$ | | \$ |
| _____ | \$ | | \$ |
| _____ | \$ | | \$ |
| _____ | \$ | | \$ |
| _____ | \$ | | \$ |
| Total Price for Components | | \$ | |
| Check all the following that are included in the quoted Required price: <ul style="list-style-type: none"> <input type="checkbox"/> Complete integration of all systems <input type="checkbox"/> Site license <input type="checkbox"/> First-year maintenance on hardware and software | | | |

| Components | Price | Quantity | Total |
|---|-------|----------|-------|
| <input type="checkbox"/> Technical support and customer service
<input type="checkbox"/> Onsite end user training at implementation
<input type="checkbox"/> Ongoing end user and administrative training | | | |

4.2. Pricing – Professional Services

| Implementation Services | |
|---|----|
| Total price for software and hardware installation | \$ |
| Check all the following that are included in the quoted software and hardware installation price:
<input type="checkbox"/> Multiple onsite installation visits | |
| Total price for travel and per diem | \$ |
| Total Price for Implementation Services | \$ |

4.3. Pricing – Training Services

| Training Services | |
|--|----|
| Total price for administrative training | \$ |
| Check all the following that are included in the quoted administrative training price:
<input type="checkbox"/> User manuals and other training materials
<input type="checkbox"/> Complete administrator training
<input type="checkbox"/> Complete IT administrator training
<input type="checkbox"/> Configuration training for systems | |
| Total price for end user training | \$ |
| Check all the following that are included in the quoted end user training price:
<input type="checkbox"/> User manuals and other training materials
<input type="checkbox"/> Training for staff
<input type="checkbox"/> Pre-Implementation project team training
<input type="checkbox"/> Configuration user related features | |
| Total travel and per diem estimate | \$ |
| Total Price for Training Services | \$ |

4.4. Pricing – Warranty, Maintenance, and Support

| Support | Standard Business Hours | 24/7 Support |
|---------|-------------------------|--------------|
|---------|-------------------------|--------------|

| | | |
|---|----|----|
| First-year support (12 months) | \$ | \$ |
| Second through fifth year support | | |
| Hardware replacement program | \$ | \$ |
| Total Price for Warranty, Maintenance, and Support | | |

4.5. Pricing – Summary

| Inclusions | Price |
|---|-------|
| Total System | \$ |
| Total Professional Services | \$ |
| Total Training Services | |
| Total Warranty, Maintenance, and Support | \$ |
| Grand Total | \$ |

Vendor is required to provide an authorized signature certifying that the submitted bid includes **ALL** costs associated with the proposed project.

Name and title _____

Signature _____

The selected Vendor shall be responsible for providing the following:

- A system warranty and alternate maintenance plans and costs.
- Training for all end users of the system (users, maintenance, supervisors, system administrators, etc.)
- VoIP System hardware and software (all software required to operate proposed systems unless specifically excluded).
- System documentation (training, user, maintenance, operation, etc)

Vendor shall provide technical documentation that contains detailed descriptions of the VoIP system architecture and network topology using MS Word or Visio diagrams. Vendor shall also provide documentation on process flows for system activities, data flows, diagrams for any modules within the VoIP system, database diagrams, and documentation for any additional third party hardware or software tools used.

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): Approval of Resolution and Contract for the Governor’s Community Participation Grant Program for the Eastern Panhandle Trailblazers in the amount of \$2,000

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

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

Motion to approve the Resolution and contract for the Governor’s Community Participation Grant Program for the Eastern Panhandle Trailblazers in the amount of \$2,000 and to authorize the President of the Commission to affix his signatures to the appropriate documents

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on February 21st, 2013 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Eastern Panhandle Trailblazers to purchase signage for the Route 9 bike and pedestrian trail with funds made available through the Governor's Community Participation Grant program in the amount of \$2,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the 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

08LEDA0803N

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 08LEDA0803N

THIS AGREEMENT, entered into this 1st day of July, 2007, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to purchase signage for the Route 9 bike and pedestrian trail.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2007, and such duties shall be undertaken and completed by June 30, 2013.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$2,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling up to ten percent of the total compensation for all services rendered.

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

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.
6. **Payments and Repayment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment

Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee.

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

7. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

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

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

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

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

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

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

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

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

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

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

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

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

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

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

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

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

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

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

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

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

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
~~Patricia Noland, President~~
Dale Manuei

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 08LEDA0803N



State of West Virginia

Earl Ray Tomblin

Governor

Office of the Governor
State Capitol
1900 Kanawha Boulevard, East
Charleston, WV 25305

Telephone: (304) 558-2000
Toll Free: 1-888-438-2731
FAX: (304) 342-7025
www.governor.wv.gov

September 17, 2012

The Honorable Patricia Noland
President
Jefferson County Commission
124 East Washington Street
Charles Town, West Virginia 25414

Dear Commissioner Noland:

Thank you for your application to the Governor's Community Participation Grant Program.

I, along with Senator Unger, am pleased to approve your request in the amount of \$2,000. These funds will enable you to purchase signage for the Route 9 bike and pedestrian trail.

To proceed with this project, please fax this letter to 304-558-2246, or mail a copy to: Community Participation Program, West Virginia Development Office, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Please note that funds should not be obligated prior to the full execution of a contract with the State of West Virginia.

We are pleased to work with you to make this improvement a reality for the citizens of Jefferson County.

Sincerely,

A handwritten signature in black ink that reads "Earl Ray Tomblin".

Earl Ray Tomblin
Governor

ERT:kf

Project Number: 08LEDA0803N

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): Approval of Resolution and Contract for the Governor’s Community Participation Grant Program for the Jefferson County Black History Preservation Society in the amount of \$3,000

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

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

Motion to approve the Resolution and contract for the Governor’s Community Participation Grant Program for the Jefferson County Black History Preservation Society in the amount of \$3,000 and to authorize the President of the Commission to affix his signatures to the appropriate documents

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on February 21st, 2013 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Black History Preservation Society to renovate the Webb Blessing House with funds made available through the Governor's Community Participation Grant program in the amount of \$3,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the 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

12LEDA0391

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 12LEDA0391

THIS AGREEMENT, entered into this 1st day of July, 2011, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to renovate the Webb Blessing House.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2011, and such duties shall be undertaken and completed by June 30, 2013.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$3,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling up to ten percent of the total compensation for all services rendered.

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

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.
6. **Payments and Repayment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment

Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee.

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

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

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

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

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

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

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

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

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

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

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

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

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

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

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

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

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

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

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

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

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

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

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

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

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
~~Patricia Noland, President~~
Dale Manuel

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 12LEDA0391



State of West Virginia
Earl Ray Tomblin
Governor

Office of the Governor
State Capitol
1900 Kanawha Boulevard, East
Charleston, WV 25305

Telephone: (304) 558-2000
Toll Free: 1-888-438-2731
FAX: (304) 342-7025
www.governor.wv.gov

September 6, 2012

The Honorable Patricia Noland
President
Jefferson County Commission
P.O. Box 250
Charles Town, West Virginia 25414

Dear Commissioner Noland:

Thank you for your application to the Governor's Community Participation Grant Program.

I, along with Delegate Doyle and Delegate Lawrence, am pleased to approve your request in the amount of \$3,000. These funds will enable you to renovate the Webb Blessing House.

To proceed with this project, please fax this letter to 304-558-2246, or mail a copy to: Community Participation Program, West Virginia Development Office, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Please note that funds should not be obligated prior to the full execution of a contract with the State of West Virginia.

We are pleased to work with you to make this improvement a reality for the citizens of Jefferson County.

Sincerely,

Handwritten signature of Earl Ray Tomblin in cursive script.
Earl Ray Tomblin
Governor

ERT:kf

Project Number: 12LEDA0391

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): Approval of Resolution and Contract for the Governor’s Community Participation Grant Program for the Jefferson County Parks and Recreation in the amount of \$20,000

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

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

Motion to approve the Resolution and contract for the Governor’s Community Participation Grant Program for the Jefferson County Parks and Recreation in the amount of \$20,000 and to authorize the President of the Commission to affix his signatures to the appropriate documents

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on February 21st, 2013 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 build an addition onto the Jefferson County Community Center with funds made available through the Governor's Community Participation Grant program in the amount of \$20,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the 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

12LEDA0080

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 12LEDA0080

THIS AGREEMENT, entered into this 1st day of July, 2011, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to build an addition onto the Jefferson County Community Center.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2011, and such duties shall be undertaken and completed by June 30, 2013.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$20,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling up to ten percent of the total compensation for all services rendered.

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

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.
6. **Payments and Repayment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment

Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee.

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

7. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

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

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

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

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

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

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

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

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

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

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

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

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

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

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

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

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

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

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

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

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

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
~~Patricia Noland, President~~
Dale Manuel

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 12LEDA0080



State of West Virginia

Earl Ray Tomblin

Governor

Office of the Governor
State Capitol
1900 Kanawha Boulevard, East
Charleston, WV 25305

Telephone: (304) 558-2000
Toll Free: 1-888-438-2731
FAX: (304) 342-7025
www.governor.wv.gov

September 6, 2012

The Honorable Patricia Noland
President
Jefferson County Commission
P.O. Box 250
Charles Town, West Virginia 25414

Dear Commissioner Noland:

Thank you for your application to the Governor's Community Participation Grant Program.

I, along with Senator Snyder, am pleased to approve your request in the amount of \$20,000. These funds will enable you to build an addition onto the Jefferson County Community Center.

To proceed with this project, please fax this letter to 304-558-2246, or mail a copy to: Community Participation Program, West Virginia Development Office, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Please note that funds should not be obligated prior to the full execution of a contract with the State of West Virginia.

We are pleased to work with you to make this improvement a reality for the citizens of Jefferson County.

Sincerely,

A handwritten signature in cursive script that reads "Earl Ray Tomblin".

Earl Ray Tomblin
Governor

ERT:kf

Project Number: 12LEDA0080

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): Approval of Resolution and Contract for the Governor’s Community Participation Grant Program for the Citizens Fire Company in the amount of \$10,000

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

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

Motion to approve the Resolution and contract for the Governor’s Community Participation Grant Program for the Citizens Fire Company in the amount of \$10,000 and to authorize the President of the Commission to affix his signatures to the appropriate documents

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on February 21st, 2013 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Citizens Fire Company to purchase equipment with funds made available through the Governor's Community Participation Grant program in the amount of \$10,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the 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

12LEDA0667

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 12LEDA0667

THIS AGREEMENT, entered into this 1st day of July, 2011, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to purchase equipment for the Citizens Fire Company. The project will include the purchase of a defibrillator and other equipment as funds permit.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2011, and such duties shall be undertaken and completed by June 30, 2013.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$10,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling up to ten percent of the total compensation for all services rendered.

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

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.

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

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

7. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest

qualified responsible bidder, who shall furnish a sufficient performance and payment bond, provided, that the state and its subdivisions may reject all bids and solicit new bids.

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

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

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

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

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

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

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

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

employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

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

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

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

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may

withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

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

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

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

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

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

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____

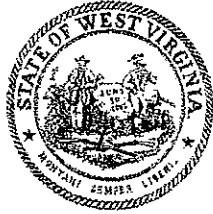
~~Patricia Noland, President~~
Dale Manuel

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 12LEDA0667



State of West Virginia
Earl Ray Tomblin
Governor

Office of the Governor
State Capitol
1900 Kanawha Boulevard, East
Charleston, WV 25305

Telephone: (304) 558-2000
Toll Free: 1-888-438-2731
FAX: (304) 342-7025
www.governor.wv.gov

September 6, 2012

The Honorable Patricia Noland
President
Jefferson County Commission
124 East Washington Street
Charles Town, West Virginia 25414

Dear Commissioner Noland:

Thank you for your application to the Governor's Community Participation Grant Program.

I, along with Senator Snyder, am pleased to approve your request in the amount of \$10,000. These funds will enable you to purchase equipment for the Citizens Fire Company. The project will include the purchase of a defibrillator and other equipment as funds permit.

To proceed with this project, please fax this letter to 304-558-2246, or mail a copy to: Community Participation Program, West Virginia Development Office, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Please note that funds should not be obligated prior to the full execution of a contract with the State of West Virginia.

We are pleased to work with you to make this improvement a reality for the citizens of Jefferson County.

Sincerely,

A handwritten signature in cursive script that reads "Earl Ray Tomblin".

Earl Ray Tomblin
Governor

ERT:kf

Project Number: 12LEDA0667

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): Approval of Resolution and Contract for the Governor’s Community Participation Grant Program for the Jefferson County Commission in the amount of \$2,000

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

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

Motion to approve the Resolution and contract for the Governor’s Community Participation Grant Program for the Jefferson County Commission in the amount of \$2,000 and to authorize the President of the Commission to affix his signatures to the appropriate documents

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on February 21st, 2013 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Commission to renovate and repair the Historic Jefferson County Courthouse with funds made available through the Governor's Community Participation Grant program in the amount of \$2,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the 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

12LEDA0398

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 12LEDA0398

THIS AGREEMENT, entered into this 1st day of July, 2011, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to renovate and repair the Historic Jefferson County Courthouse. The project will include replacement of two flag poles in the courtyard and other renovations and repairs as funds permit.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2011, and such duties shall be undertaken and completed by June 30, 2013.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$2,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling up to ten percent of the total compensation for all services rendered.

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

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.

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

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

7. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest

qualified responsible bidder, who shall furnish a sufficient performance and payment bond, provided, that the state and its subdivisions may reject all bids and solicit new bids.

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

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

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

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

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

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

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

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

employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

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

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

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

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may

withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

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

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

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

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

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

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
~~Patricia Noland, President~~
Dele Murrel

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 12LEDA0398



C

State of West Virginia
Earl Ray Tomblin
Governor

Office of the Governor
State Capitol
1900 Kanawha Boulevard, East
Charleston, WV 25305

Telephone: (304) 558-2000
Toll Free: 1-888-438-2731
FAX: (304) 342-7025
www.governor.wv.gov

September 6, 2012

The Honorable Patricia Noland
President
Jefferson County Commission
124 East Washington Street
Charles Town, West Virginia 25414

Dear Commissioner Noland:

Thank you for your application to the Governor's Community Participation Grant Program.

I, along with Delegate Doyle, am pleased to approve your request in the amount of \$2,000. These funds will enable you to renovate and repair the Historic Jefferson County Courthouse. The project will include replacement of two flag poles in the courtyard and other renovations and repairs as funds permit.

To proceed with this project, please fax this letter to 304-558-2246, or mail a copy to: Community Participation Program, West Virginia Development Office, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Please note that funds should not be obligated prior to the full execution of a contract with the State of West Virginia.

We are pleased to work with you to make this improvement a reality for the citizens of Jefferson County Commission.

Sincerely,

A handwritten signature in cursive script that reads "Earl Ray Tomblin".

Earl Ray Tomblin
Governor

ERT:kf

Project Number: 12LEDA0398

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): Approval of Resolution and Contract for the Governor’s Community Participation Grant Program for the Jefferson County Animal Welfare Society in the amount of \$15,000

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

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

Motion to approve the Resolution and contract for the Governor’s Community Participation Grant Program for the Jefferson County Animal Welfare Society in the amount of \$15,000 and to authorize the President of the Commission to affix his signatures to the appropriate documents

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on February 21st, 2013 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Animal Welfare Society to construct additions at the Jefferson County Animal Welfare Society facility 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 the 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

12LEDA0668

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 12LEDA0668

THIS AGREEMENT, entered into this 1st day of July, 2011, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to construct additions at the Jefferson County Animal Welfare Society facility. The project will include the addition of isolation and newborn areas as well as additional storage space and a dog run area.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2011, and such duties shall be undertaken and completed by June 30, 2013.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$15,000. This amount constitutes complete compensation for all services rendered.

The Grantee shall provide local matching funds totaling up to ten percent of the total compensation for all services rendered.

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

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.

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

Furthermore, the Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

7. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

Purchases exceeding \$25,000 require public notices as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date. The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement.

9. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. **The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost. Further, the receipt and utilization of funds procured under this agreement mandate that ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3 as outlined in Section 8 of this agreement.

Any contracts executed for the completion of construction services under this agreement, including contracts which involve the employment of any contractor and/or subcontractor, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost and source of funds utilized to pay such contract.** Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks. The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest

qualified responsible bidder, who shall furnish a sufficient performance and payment bond, provided, that the state and its subdivisions may reject all bids and solicit new bids.

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

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

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

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

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

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

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

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

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

employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

Furthermore, no member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

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

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

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

The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress.

12. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.
13. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.
14. **Termination of Contract.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may

withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

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

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

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

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

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

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
~~Patricia Noland, President~~
Rick Manuel

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 12LEDA0668



State of West Virginia
Earl Ray Tomblin
Governor

Office of the Governor
State Capitol
1900 Kanawha Boulevard, East
Charleston, WV 25305

Telephone: (304) 558-2000
Toll Free: 1-888-438-2731
FAX: (304) 342-7025
www.governor.wv.gov

September 6, 2012

The Honorable Patricia Noland
President
Jefferson County Commission
124 East Washington Street
Charles Town, West Virginia 25414

Dear Commissioner:

Thank you for your application to the Governor's Community Participation Grant Program.

I, along with Senator Snyder, am pleased to approve your request in the amount of \$15,000. These funds will enable you to construct additions at the Jefferson County Animal Welfare Society facility. The project will include the addition of isolation and newborn areas as well as additional storage space and a dog run area.

To proceed with this project, please fax this letter to 304-558-2246, or mail a copy to: Community Participation Program, West Virginia Development Office, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Please note that funds should not be obligated prior to the full execution of a contract with the State of West Virginia.

We are pleased to work with you to make this improvement a reality for the citizens of Jefferson County.

Sincerely,

A handwritten signature in cursive script that reads "Earl Ray Tomblin".

Earl Ray Tomblin
Governor

ERT:kf

Project Number: 12LEDA0668

AGENDA REQUEST FORM

Name: Paul Shroyer

Department or Entity: Finance Director

Estimation of amount of time needed for appointment: 5 min.

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: _____

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

Subject: Close inactive bank account # 0820525510 with United Bank.

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

This account had not been used since June of 2008

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

Are documents attached?

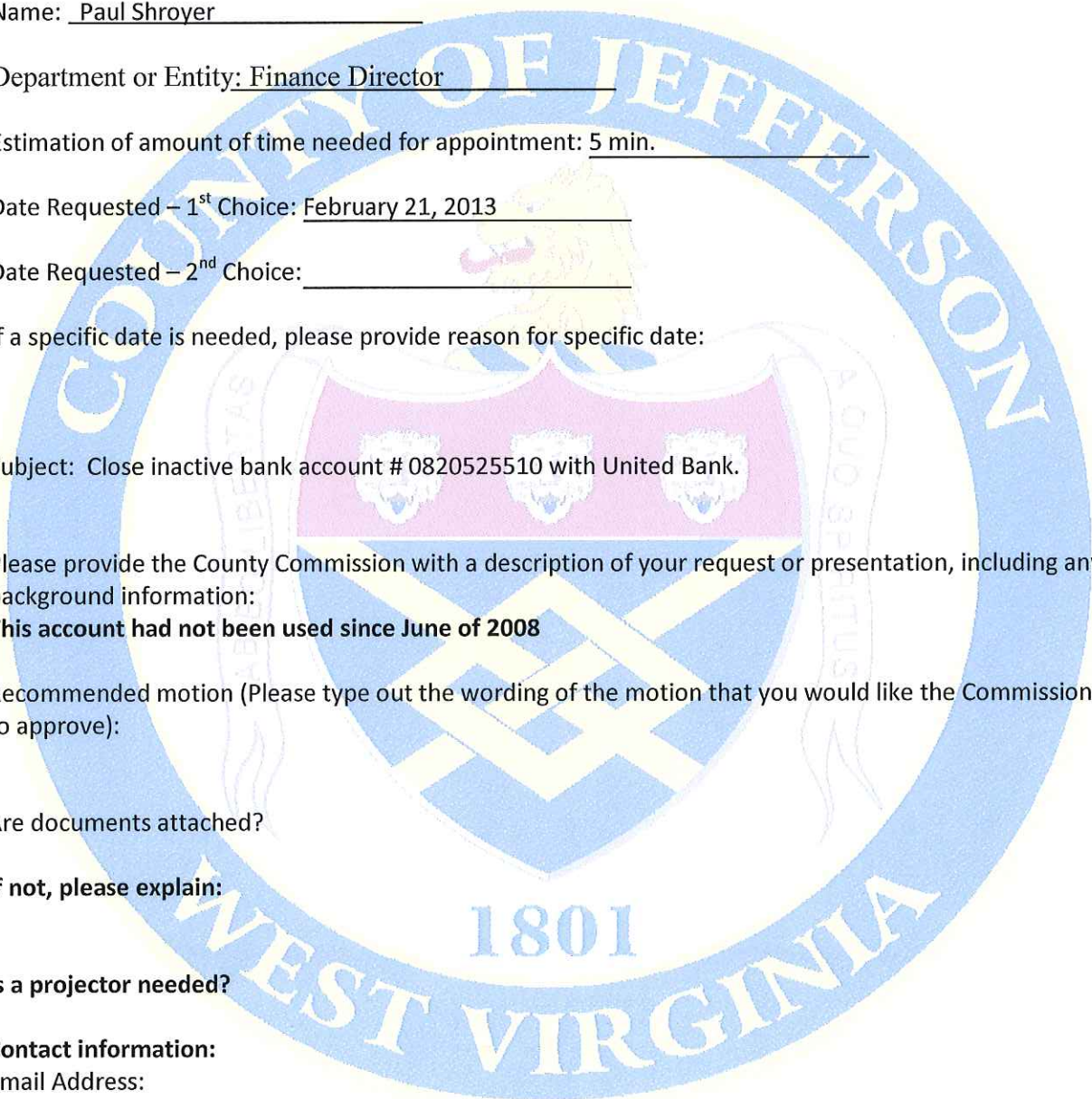
If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:





@ your service™

Last check
June (2008)
~~2008~~

Last statement: November 30, 2012
This statement: December 31, 2012
Total days in statement period: 31

Page 1 of 2
0820525510
(0)

Direct inquiries to:
800 327 9862

SHERIFF OF JEFFERSON COUNTY
EMERGENCY SERVICES CAPITAL OUT
PO BOX 9
CHARLES TOWN WV 25414-0009

United Bank
500 Virginia St East PO Box 393
Charleston WV 25322-0393

** Call for statement **

BY FEDERAL LAW, AS OF 1/01/2013, FUNDS IN A NONINTEREST-BEARING TRANSACTION ACCOUNT (INCLUDING IOLTA/IOLA) WILL NO LONGER RECEIVE UNLIMITED DEPOSIT INSURANCE COVERAGE, BUT WILL BE FDIC-INSURED TO THE LEGAL MAXIMUM OF \$250,000 FOR EACH OWNERSHIP CATEGORY. WE WILL NOTIFY YOU OF ANY CHANGE. FOR MORE INFORMATION, VISIT WWW.FDIC.GOV/DEPOSIT/DEPOSITS

Capital Money Market

| | | | |
|----------------------------|------------|--------------------|------------|
| Account number | 0820525510 | Beginning balance | \$1,728.24 |
| Low balance | \$1,728.24 | Total additions | 2.86 |
| Average balance | \$1,728.24 | Total subtractions | 0.00 |
| Avg collected balance | \$1,728.00 | Ending balance | \$1,731.10 |
| Interest paid year to date | \$20.23 | | |

CREDITS

| Date | Description | Additions |
|-------|-----------------|-----------|
| 12-31 | Interest Credit | 2.86 |

DAILY BALANCES

| Date | Amount | Date | Amount | Date | Amount |
|-------|----------|-------|----------|------|--------|
| 11-30 | 1,728.24 | 12-31 | 1,731.10 | | |

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

AGENDA REQUEST FORM

Name: **John Reisenweber on behalf of JCDA Board of Directors**

Department or Entity: **Jefferson County Development Authority**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1st Choice: **February 21, 2013**

Date Requested – 2nd Choice: **February 28, 2012**

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

Subject:

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

Introduce new Administrative Assistant, Jane Jones

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

N/A

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

AGENDA REQUEST FORM

Name: John Reisenweber on behalf of JCDA Board of Directors

Department or Entity: Jefferson County Development Authority

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: February 21, 2013

Date Requested – 2nd Choice: February 28, 2012

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

Subject:

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

Reduction of Commercial Impact Fees to a nominal fee for the next 24 months

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

N/A

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: **Jennifer Brockman**

Department or Entity: **Planning and Zoning**

Estimation of amount of time needed for appointment: **2 hours**

Date Requested – 1st Choice: **February 21, 2013**

Date Requested – 2nd Choice:

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

Subject: **Joint meeting with Envision Jefferson 2035 Steering Committee Members and the County Commission**

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

At the request of the County Commission, a joint meeting with the Envision Jefferson 2035 Steering Committee will be held. Staff proposes that this meeting be held in a workshop format and that the following topics to be covered at this workshop:

- 1) Brief Overview of Existing Conditions**
- 2) Update on Lunch and Learns**
- 3) Overview of February Public Input Workshops (2/2, 2/4, 2/6)**
 - a. Key input received**
 - b. Key policy discussion points**
- 4) Committee Comments on Process**
- 5) Input from County Commission**

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

N/A

Attachments:



*Shenandoah Valley Chapter #313
Korean War Veterans Association
310 Clay Hill Drive
Winchester, VA 22602*



Jefferson County Commissioners
P. O. Box 250,
124 E Washington St
Charles Town, WV 25414

The Officers and Members of Shenandoah Valley Chapter #313, Korean War Veterans Association, request your presence at the Ground Breaking Ceremony for the Korean War Memorial at Jim Barnett Park, Sarurday morning, March 2nd, 2013 at 10:00 A.M.

In order to make seating arrangements for you and other dignitaries for this historical event I would appreciate your reply. You may reach me at e-mail - chucknjack@comcast.net or phone (540) 662-1965.

Sincerely,

Charles (Chuck) Bachman, Commander

RECEIVED

FEB 11 2013

Jefferson County Commission

154 East Street
Middleway, WV 25430-5690
11 February 2013

Dale Manuel, President
Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414-0250

Re: Farmland Protection Board

Dear President Manuel:

Please accept my resignation from the Jefferson County Farmland Protection Board with effect from March 12, 2013.

It has been an honor and a privilege to serve Jefferson County as a non-farmer member of the Farmland Protection Board since 2003, and I appreciate the support the County Commission has provided the Board and myself during that period. The foresight of the County Commission in recognizing that agricultural lands and viewsheds are a finite resource that needs protection for future generations has borne fruit through the voluntary cooperation of farmers and landowners. In the past ten years the County's Farmland Protection Program has protected 38 working farms and more than 3,900 acres. These raw numbers of farms and lands protected do not adequately reflect the benefits of this program to the quality of life and the economy of the County.

I hope that future Jefferson County Commissioners will be as cognizant of agricultural issues and as supportive of the program as the Commissioners with whom I have had the privilege of working.

Yours sincerely,



Peter H. Fricke, PhD

Cc: **Debbie Keyser, County Administrator**
Elizabeth Wheeler, Administrator, JCFPB

RECEIVED

FEB 13 2013

Jefferson County Commission

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

February 9, 2013

Jefferson County Commission,

I received a letter from Nichelle Adams Hosby asking for me to disclose my intention to seek, or not seek, another term on the Jefferson County Historic Landmarks Commission. It has been an honor to serve Jefferson County for nine years as a member of the landmarks commission, however, I will be unable to serve another term. Therefore, my tenure on the JCHLC will end at its March meeting.

Sincerely,

A handwritten signature in black ink, appearing to be 'J C Allen, Jr.', written in a cursive style.

John C. Allen, Jr.
P.O. Box 2006
Shepherdstown, WV 25443

RECEIVED

FEB 13 2013

Jefferson County Commission

I would like to ask you all to think of Ronald Tletcher as being our sheriff for Jefferson County.

I feel he will do great as he does alot for our community now as being a police officer now and he is a fire fighter for Citings Fire Co, he has help with youth football and I feel he will put his life on the line for us all as he did when he did for those two children in Banson the year he got shot.

Mr. Tletcher is proud to be here in Jefferson County and I have heard him say he loves his job and the people of Jefferson County, for where that means a lot to me.

If he was running for this job he would for sure I have may vote 100% as I don't feel I would ask for anyone else to do it better than him.

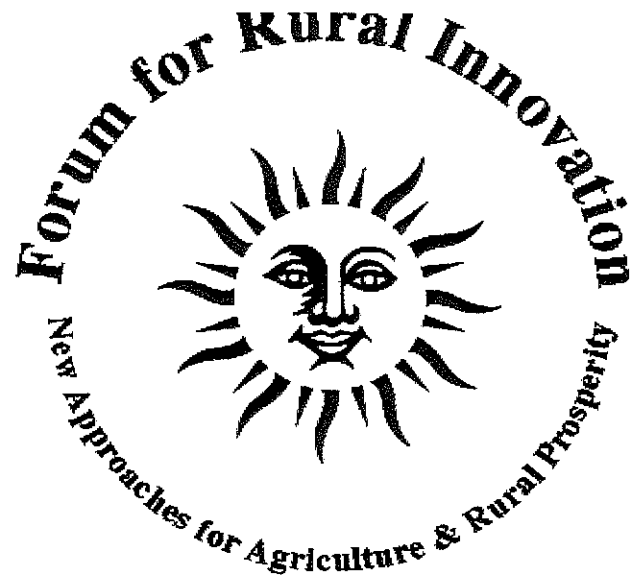
Thank you for taking your time to read this.

Susan Lewis

Forum for Rural Innovation
Loudoun County
Department of Economic Development
1 Harrison Street, S.E., MS #63
Leesburg, VA 20175

PRST FIRST CLASS
U.S. POSTAGE PAID
MERRIFIELD, VA.
PERMIT #322

|||
T10 P1*****AUTO**MIXED AADC 220
COMMISSIONER GREG CORLISS
JEFFERSON COUNTY COMMISSION
PO BOX 250
124 EAST WASHINGTON STREET
CHARLES TOWN WV 25414-0250



Friday, March 8, 2013

**Best Western
Lee-Jackson Motor Inn &
Conference Center
Winchester, Virginia**

8:00 AM - 4:00 PM

\$40 Registration Fee

The Forum for Rural Innovation is a cooperative educational effort by the Offices of Agricultural Economic Development and Cooperative Extension in Clarke, Fauquier and Loudoun Counties, Virginia, Berkeley and Jefferson Counties, West Virginia; The Town of Berryville; Small Business Development Center of the Eastern Panhandle

**www.biz.loudoun.gov
703/777-0426**

Forum for Rural Innovation: New Approaches for Agriculture & Rural Prosperity

This is the ninth annual Forum for Rural Innovation. The purpose of the forum is to showcase new and exciting projects and programs that enhance farm or rural business profitability. The models presented at the forum also focus on conserving farmland and natural resources, and developing new approaches to rural prosperity in upscale areas where land commands premium prices.

The Forum has been planned to feature a series of presentations, with an emphasis on expanding your rural business by using innovative ideas and sound business approaches. Topics and exhibits have been chosen to present practical examples of successful innovative operations that could be adapted to any farm. The program will feature some of the most progressive and recognized farms and research in the United States.

Who Should Attend

The conference is planned to provide farmers, landowners, rural business owners, local elected and appointed officials, and extension educators, economic development and planning professionals an opportunity to see and hear industry leaders discuss innovative practices and methods for agricultural development.

The program is open to all, regardless of race, color, religion, sex, age, veteran status, national origin, disability or political affiliation. Persons needing reasonable accommodations for any type of disability in order to attend this program should contact 703/777-0426.

Space is limited to the first 150 registered.

Pre-registration is required by March 1, 2013.

The \$40 registration fee includes a continental breakfast and buffet lunch showcasing local foods.

Best Western
Lee-Jackson Motor Inn
& Conference Center
711 Millwood Avenue
Winchester, VA 22601
540/662-4154



Additional registration information, or information on becoming a trade show exhibitor is available online at www.biz.loudoun.gov or by calling 703/777-0426.

Forum for Rural Innovation: New Approaches for Agriculture

Friday, March 8, 2013 * Lee-Jackson Best Western Conference Center

8:15 A - 9:00 A

Registration, view exhibits, morning refreshments.

9:00 A - 10:30 A

Growing Hops on the East Coast: Educator & Producers Perspective

Steve Miller, *New York Hops Specialist, Cornell Cooperative Extension of Madison County, NY*

Stan Driver, *Owner, HootnHollerHops and Hops Grower, Blue Mountain Brewery*

Find out from the educator what works, what are the recommended varieties and production techniques.

Learn from the producer what can be grown in our region, why to grow hops in our region and how to market hops.

10:30 A - 11:15 A

Funding Panel

David McCann, *Central Appalachia Business Lender, Natural Capital Investment Fund, Parkersburg, WV*

Robert Haughton, *Senior Advisor, Farm Service Agency*

Stephen Versen, *Project Manager, Agriculture and Forestry Development Services, VDACS*

The panel will discuss granting and lending platforms outside of the traditional channels and provide their insight on the agribusiness market.

11:15 A - 12:15 P

Specialty and Ethnic Crops Continue as a High-Value Alternative

Yao Afantchao, *Ethnic Crop Development Specialist, University of the District of Columbia*

Michael Harman, *Extension Agent for Agriculture & Natural Resources & Extension Instructor, WVU Extension Service*

As the ethnic makeup of our region's consumers continues to rapidly change, meeting the food and fiber needs of a diverse population provides an additional market opportunity. Hear about two successful initiatives in our region where commercial growers have expanded into ethnic produce markets.

12:15 P - 1:15 P

2013 Innovation Award Winner Panel

A panel discussion with the 2013 Innovation Award Winners will provide an overview of their businesses with a focus on the aspects that make their operation original and innovative.

Holy Cross Abbey-Clarke County, VA

George S. Orr and Sons, Inc.-Berkeley County, WV

Bloomery Plantation Distillery-Jefferson County, WV

Brossman's Farm-Loudoun County, VA

Rock Run Creek Farm-Fauquier County, VA

1:15 P - 2:15 P

Lunch (to include local food products)

View Exhibits

2:15 P - 3:00 P

Going Vertical

Dale Didion, *COO, Vertical Farms Produce*

By using a unique and highly productive growing system to grow produce indoors on vertically stacked computerized growing trays & utilizing computer managed artificial light you will double shelf life over greenhouses and triple shelf life over field grown crops. With a dwindling supply of farmland and an increase in transportation costs, Vertical Farms Produce offers a solution to put you in your customer's backyard.

uture & Rural Prosperity

er * Winchester, Virginia

3:00 P - 3:45 P

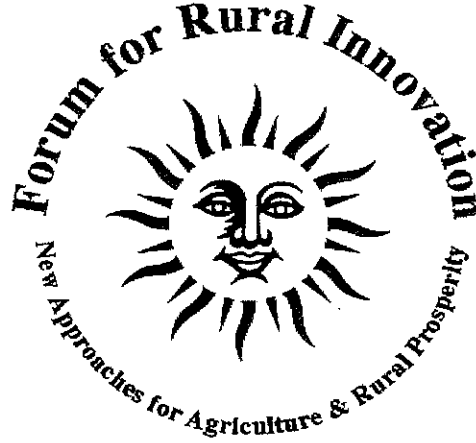
Preparing for When the Media Calls

Sandy Sponaugle, Platinum PR

Having a plan in place for your business will allow you to capitalize on media opportunities. Learn media strategies, preparation, presentation, interview answering techniques and journalist ethics to increase awareness of your farm and products to influence the position of your farm and products and increase your farm's exposure.

3:45 P - 4:00 P

Closing Remarks; Adjournment



Forum for Rural Innovation - Friday, March 8, 2013 - Registration Form
Pre-Registration is required by Friday, March 1, 2013 - Space is limited to 150 participants.

Please complete this form and mail \$40 registration fee to:

Forum for Rural Innovation - Attn: Gay Hornbaker, Loudoun County Economic Development
1 Harrison Street, S.E., MSC #63, Leesburg VA 20175

Please make checks payable to: Forum for Rural Innovation

Please check here for vegetarian meal I do not wish to have my contact information shared

Name _____ Organization/Farm Name _____

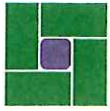
Mailing Address _____ City/State/Zip _____

Email _____ Telephone _____

Please RSVP by March 1, 2013--Space is Limited!!

For additional information, please call 703/777-0426 or visit biz.loudoun.gov

If you require any type of reasonable accommodation as a result of a physical or sensory disability to participate in this event, please contact 703/777-0426.



Volunteer West Virginia

The State's Commission for National and Community Service

710 Central Avenue | Charleston, WV 25302

Pre-Sorted Standard
U.S. POSTAGE
PAID
Charleston WV
Permit No. 271

Jane Tabb
PO Box 250
Charles Town WV 25414



Nominations Due or Postmarked by April 12, 2013

AAQCSP1 25414



V o l u n t e e r W e s t V i r g i n i a



THE 2013 WEST VIRGINIA GOVERNOR'S SERVICE AWARDS

NOMINATION FORM

SPONSORED BY

Governor Earl Ray Tomblin and
Volunteer West Virginia:
The State's Commission
for National and Community Service



STATE OF WEST VIRGINIA
OFFICE OF THE GOVERNOR
CHARLESTON 25305

EARL RAY TOMBLIN
GOVERNOR

GREETINGS FROM THE GOVERNOR

Volunteers are the heart of each community, and West Virginia is blessed to have an abundance of accomplished people who have made volunteerism and service a priority.

As your governor, I'm honored to present the 2013 Governor's Service Awards to individuals and groups who demonstrate the true spirit of volunteerism. This is a wonderful opportunity to recognize those who have made the greatest mark across our state through service.

I encourage you to nominate an outstanding individual, organization, family, or business that puts "West Virginia First" through volunteerism. Without your nomination, we will miss a wonderful opportunity to honor those who give so much and expect so little in return. The deadline for nominations is April 12, 2013.

For additional information on this program, please contact Volunteer West Virginia, the state's Commission for National and Community Service, at 304-558-0111 or visit www.volunteerwv.org.

Best Regards,

A handwritten signature in blue ink that reads "Earl Ray Tomblin".

Earl Ray Tomblin
Governor

AWARD CATEGORIES



Governor Earl Ray Tomblin and Volunteer West Virginia, the state's Commission for National and Community Service, in celebration of volunteers across West Virginia, invite nominations for the 2013 Governor's Service Awards.

Every day extraordinary individuals, organizations, families, and businesses effect real change in their communities through volunteer service. They are the catalysts that help people and groups move past their differences to build shared understanding and solve common problems. Volunteers give West Virginia hope for the future.

As the Governor's advisory board on matters relating to service and volunteerism, Volunteer West Virginia mobilizes resources, promotes an ethic of service, and empowers communities to solve problems and improve the quality of life for individuals and communities.



Awards may be presented to nominees in each of the following categories for significant 2012 service contributions. Because the goal of the Governor's Service Awards is to recognize outstanding and extraordinary volunteer service efforts, awards are not always given in all categories. More than one award may be made per category.

Youth

Three categories (ages 6-11, 12-14, 15-18) recognize young individuals who have made significant contributions through volunteer efforts or programs that serve as models and inspiration to other young volunteers. Youth should be nominated according to their age during the 2011-2012 academic year.

Young Adult

Recognizes the volunteer contributions of an individual aged 19-30 for service in 2012.

Adult

Recognizes the volunteer contributions of an individual aged 31-59 during 2012.

Senior

Recognizes the volunteer contributions of an individual aged 60 or older during 2012.

National Service

Recognizes a member of a national service program, such as AmeriCorps State and National, AmeriCorps Volunteers in Service to America (VISTA), Senior Companions or Foster Grandparents whose service results were above and beyond the expected scope of service in 2012.

Lifetime Achievement

Recognizes an individual who, over the course of his or her lifetime, has made significant contributions to West Virginia through volunteer efforts.

Family

Recognizes at least two members of the same family who provided volunteer service together in 2012.

Organization

Recognizes any group of volunteers providing service in 2012, including but not limited to: nonprofits, civic and faith-based organizations, labor unions, clubs, and schools.

Business

Two categories (under 50 employees, over 50 employees) recognize businesses that supported volunteerism through their policies and practices in 2012.

- Any individual, organization, group, family, or business in West Virginia actively engaged in voluntary service benefiting the state may be nominated.
- Except for Lifetime Achievement, nominated activities should be of at least 12 months duration with significant activities occurring during 2012.
- Employees and members of the board of directors of Volunteer West Virginia and the Office of the Governor are not eligible to receive an award and may not submit nominations.
 - Posthumous nominations are not eligible.
 - Individuals, organizations and families that have received an award in the last ten years are not eligible for consideration.

All nominations must be complete in one package when submitted. Any materials received separately will not be processed or considered in the judging.

Please include the following:

Official Nomination Form

Indicate the award category in the left-hand column of the form, and complete all the information requested. For individuals, please indicate the nominee's age. For families, organizations, and businesses identify a contact person who will represent the group at the awards banquet.

The Statement

Attach a narrative statement of 500 words or less that describes the nominee's community service activities and that illustrates how those activities address the community's needs. In the review process, the judges use the statement criteria listed on the following page. Please be sure to address each of these criteria within the statement. Include specific information on how and when the activity began.

Supporting Materials

Up to five 8.5 x 11 pages (front and back) of supporting materials may be submitted along with the nomination. Anything longer than five pages will be discarded. Do not submit audiotapes or videotapes, display materials, film or scrapbooks. They will not be considered. All submitted materials become the property of Volunteer West Virginia and will not be returned.



HELPFUL HINTS

Responses to the criteria questions should be as specific and concise as possible. Apart from Lifetime Achievement nominations, focus on the work done in 2012 that best represents the volunteer service and commitment of the nominee. Well-written nominations with supporting materials score higher with the judges.

Remember, judges only know what the nominator tells them.

Please remember that the reviewers' **only** knowledge about the nominee's volunteer efforts is through the material submitted with the nomination. Your 500-word statement should address the following criteria that will be used in reviewing and judging the nominations:

Community Needs

What community need did the nominee address? How did the nominee recognize the need? What motivated the nominee to become involved in the volunteer activities? Why did the nominee believe this activity was important for the recipients, community, and state?

Achievement

What did the nominee do to meet the community need through volunteer service? With the exception of Lifetime Achievement, the nomination should be made primarily for the actual accomplishments achieved in the 2012 calendar year. The statement might answer such questions as: What significant event occurred for which the nominee was responsible? How many people were served? Did the nominee raise funds for a project and in what amount? Did the nominee recruit other volunteers to help with the project? What long-term impact has the volunteer activity had on the community?

Ongoing Involvement

What is the nominee's ongoing involvement? Is the service hands-on and ongoing or outstanding service for a short-term crisis?

Impact

What difference was made in the community or the state because of what the nominee did? Be specific.

Innovation

How was the nominee innovative in performing volunteer service, in such areas as building community support, generating resources, recruiting volunteers, developing public/private partnerships, etc. How did the nominee overcome any unique challenges to perform the service?

- Recipients of the Governor's Service Award will receive the award from the Governor at a banquet on August 7, 2013 at the Charleston Civic Center.
- Volunteer West Virginia cannot respond to queries about specific nominations.
- Submitted materials cannot be returned.
- Nominations must be mailed or hand delivered. No faxed nominations will be accepted.
- No more than three nominations may be submitted by the same nominator.
- Decisions of the independent panel of judges are final.
- A list of the 2013 Governor's Service Award recipients will be posted on Volunteer West Virginia's website by June 14, 2013 at www.volunteerwv.org.

NOMINATION CHECKLIST

- Official Nomination Form is completed in its entirety
- Official Nomination Form is detached and used as the cover sheet for the nomination
- The 500-word statement addressing the criteria questions is included
- Support materials submitted to strengthen the nomination (no more than five 8.5 x 11 pages front and back)
- Original nomination, statement, and support materials submitted – no binders, notebooks or covers.
- Nominations postmarked or delivered by 5:00pm on April 12, 2013 to:

2013 Governor's Service Awards
c/o **Volunteer West Virginia**
710 Central Avenue
Charleston, West Virginia 25302



OFFICIAL NOMINATION FORM

IMPORTANT PLEASE READ

To be considered as a nomination, this form **MUST** be accompanied by a statement of 500 words or less and may also include five (5) pages of other supporting materials.

NOMINATIONS
MUST BE POSTMARKED
BY April 12, 2013
or
DELIVERED BY 5:00PM
ON April 12, 2013 to:

Volunteer West Virginia
Attn: 2013 Governor's Service Awards
710 Central Avenue
Charleston, WV 25302

AWARD CATEGORY

Please indicate the appropriate category. A nominee may only be nominated in one category.

- YOUTH**
 - Ages 6-11
 - Ages 12-14
 - Ages 15-18
- YOUNG ADULT (19-30)**
- ADULT (31-59)**
- SENIOR (60 and older)**
- NATIONAL SERVICE**
- LIFETIME ACHIEVEMENT**
- FAMILY**
- ORGANIZATION**
- BUSINESS**
 - Less than 50 employees
 - More than 50 employees

Please feel free to copy the
Nomination Form.



Volunteer
West Virginia

The State's Commission for National and Community Service

304-558-0111
volunteerwv.org

2013 WEST VIRGINIA



Nominee's Name _____

Contact (if nominee is an organization) _____

Nominee's Age _____ Years of Operation (if nominee is an organization) _____

Address _____

City _____ State _____ Zip _____

County _____ Daytime Phone _____

E-mail _____

VERIFICATION

Please list three (3) references who can verify the scope and extent of the nominee's community service activities. This person should be familiar with the community service of the nominee and may not be the nominator, nominee or a relative of the nominee.

Name _____ Daytime Phone _____

Name _____ Daytime Phone _____

Name _____ Daytime Phone _____

SUMMARY

Please provide a brief statement describing the nominee's voluntary community service activity.

Nominator's Name _____

Address _____

City _____ State _____ Zip _____

Daytime Phone _____ Relationship to Nominee _____

E-mail _____

IS YOUR NOMINATION PACKET COMPLETE?
See the Nomination Checklist.

WVACO

The County Line

DOES YOUR COUNTY HAVE A COUNTY SEAL?

If you do, we would like to put it on display at the 2013 Annual Meeting, March 10-12, 2013 at the Embassy Suites in Charleston, Kanawha County as we "Celebrate County Culture".

What if your county doesn't have a county seal?

How about having a contest to have one designed?

Your county could ask Art classes, West Virginia History classes, and others to design a county seal and then the adopted seal could be selected and the seal adopted as the county's "official" seal. If needed, WVACO can supply you with

information that you can provide to your local schools, organizations, and others who might be interested in coming up with the winning symbol of your county's past, present and future! Please send us a digital copy of your county seal to wvaco@wvaco.org.



2013 ANNUAL CONFERENCE

MARCH 10-12, 2013

CHARLESTON EMBASSY SUITES

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| Legislative Calendar of Events | 4 |
| Bonus Recipe of the Month | 4 |
| Member Profile | 4 |
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inside

INTERIM HIGHLIGHTS

With some new Delegates and Senators not yet sworn in and some attending orientations, January's round of interim meetings frequently lacked a quorum for official business but were open for discussion of several topics including:

Judiciary Committee spent some time on the issue of **allowing the Sheriff or designee access to the Board of Pharmacy data base for controlled substances**. Cabell County Sheriff Tom McComas agreed with Senator Jenkins that checks and balances need to be in place to safeguard health records. Sheriff McComas also suggested that indicators of misuse or overuse need to be put into place. Currently, only those county Sheriffs with a Drug Task Force have access to the data base.

A Government Organization subcommittee is working on a draft proposal to create a 7 member **Citizens Elected County Officials Compensation Commission** to determine the salaries for elected county officials. The body would work in the same way that the Citizens Legislative Compensation Commission does and could be the same members. The idea is that this independent body would review county officials salaries every 4 years and submit a recommendation to the Legislature. The Legislature may enact the salaries as determined or reduce the salaries but could not increase the recommendation. The county officials themselves could support or oppose the salaries as recommended. The legislation would ensure that salaries were reviewed by an independent body every four years. Several other states use an independent commission to determine the salaries of their elected county officials.

THE President's View

As we begin 2013, I would like to welcome all the newly elected officials and congratulate them on their successful election campaigns. I believe you will find your duties as an elected official both challenging and rewarding. Please note that your fellow elected officials can be your greatest resource when questions arise, and will be very happy to help you in any way. Also the staff at WVACO are always very willing and able to help in any way. It has been a very busy month thus far, on January 8-10, Patti and I attended the NCCAE Presidents and Executive Directors Meeting in Washington D.C., and it was a great experience for me. I was able to talk with other elected officials from across the country in a very relaxed

Continued to Page 7

Continued to Page 2

WVACO Board of Directors

PRESIDENT

Jeff Waybright Jackson County Clerk 373-2258

IMMEDIATE PAST PRESIDENT

VACANT

VICE PRESIDENTS

Chris Kessler Marshall County Assessor 845-1490
Betsy Castle Preston County Circuit Clerk 329-0047
Donnie Tenney Upshur County Commissioner 472-0535
Donnie Evans Monroe County Clerk 772-3096
Michael Sparks McDowell County Prosecutor 235-0350
Steve Tanner Raleigh County Sheriff 255-9195

COMMISSIONERS

Larry Barnhart Pleasants County 684-3542
Nancy Cartrill Cabell County 526-8634
Mike Taylor Randolph County 636-2057
Patrick Boyle Lewis County 269-8200

COUNTY CLERKS

Sue Morgan Pleasants County 684-3542
Janice Cosco Marion County 367-5445
Diana Cromley Mason County 675-1997
Jamie Six Wood County 424-1850

ASSESSORS

Steve Keadle Greenbrier County 647-6613
Cheryl Romano Harrison County 624-8510
Helen Phillips Upshur County 472-4650
Arlene Mossor Ritchie County 643-2164

CIRCUIT CLERKS

Donnie Kopp Harrison County 624-8729
Brenda Miller Ohio County 234-3611
Sue Ann Zickefoose Boone County 369-7321
Virginia Sine Berkeley County 264-1918

PROSECUTING ATTORNEYS

Rick Staton Wyoming County 732-8000
Chris Chiles Cabell County 526-8653
Gerald Hough Gilmer County 462-7007
Leckta Poling Barbour County 457-1811

SHERIFFS

Vince Shambaugh Morgan County 258-1067
Tom McCornas Cabell County 526-8663
John Hawkins Barbour County 457-2352
Albert F. Marano Harrison County 624-8550

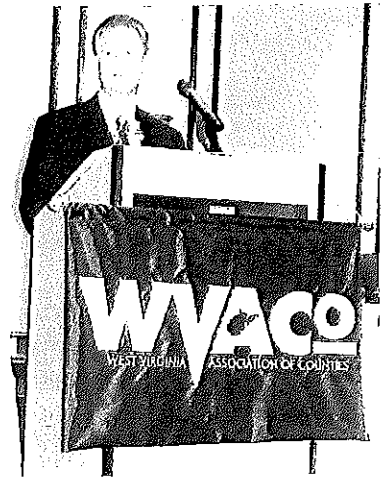
DIRECTOR EMERITUS

David "Bugs" Stover Wyoming County Circuit Clerk 722-8000
Barbara Core Marion County Circuit Clerk 367-5360
Bob Pasley Wayne County Commissioner 272-635
Jean Friend Monongalia County Circuit Clerk 291-7240

THE President's View

atmosphere, and found out that whether you are from California, North Dakota, Georgia, Texas or West Virginia we all face the same challenges daily. It was also very interesting to find out the duties of elected officials in other states, and how they are administered. Many of the duties that we perform and are responsible for within our offices individually, are carried out by up to three or four different supervisors in other States. As I said, a very interesting and educational conference. On January 18th, it was also a pleasure to attend the WVACO Leadership Meeting with Association Presidents and Vice Presidents at the Capitol. We were honored to have Governor Tomblin drop by and spend a few minutes with us, along with Jason Pizatella, Director of Legislative Affairs, Cory Dennison, Director of Intergovernmental Affairs, and Hallie Mason, the Governor's Policy Director. We were able to discuss the upcoming Legislative session, and the challenges that State and County government face. Thanks to all who were able to attend, and I cannot emphasize how important it is to be unified in our efforts to get our bills passed in the quickly approaching legislative session. In closing, if you have not made arrangements to attend the WVACO annual meetings in Charleston, please do so. It is a very good time to meet with fellow elected officials, and get an opportunity to discuss our legislative priorities with members of the House and Senate, not to mention great motivational speakers and breakout sessions. If you have any questions give Kathy or Crystal a call at the Association office. . May God bless each and every one of you, and I hope to see you soon.

Jeff Waybright, President
Jackson County Clerk



LOGAN County

Logan County was formed in 1824 from parts of Giles, Tazewell, Cabell and Kanawha counties. It is named for Chief Logan, famous Native American chief of the Mingo tribe. In 1921 it was the location of the Battle of Blair Mountain, one of the largest armed uprising in U.S. history. Chief Logan State Park is four miles north of the town of Logan. The park and town share the name of the Chief of the Cayuga Tribe (also known as the Mingo tribe). The 4,000-acre park is one of the most visited in the state park system. The park features a 25-site campground, outdoor amphitheater, and wildlife center. The recreation enthusiast can enjoy miles of hiking trails, a swimming pool with water slide, tennis, and miniature golf. Picnic shelters and playgrounds are found throughout the park.

The state park is home to the Liz Spurlock Amphitheater and the WV Division of Culture and History's Museum in the Park.



CYBER SECURITY TIP



Know How to Spot Fake Software

We've all seen the pop-up windows telling us that our PC is infected with a virus or other mal-ware. But the real mal-ware can be that free software and the free offer to fix your PC. Those ads and warnings can be fake, and you'll do more damage to your PC and the security of your personal information if you fall for the offers. That fake software can itself install mal-ware, or at least snatch personal information from your PC and send it to the bad guys.



MULTI-STATE

Information Sharing & Analysis Center www.msisac.org

31 Tech Valley Drive | East Greenbush, NY 12061
518.266.3460

2013 NACo Legislative Conference Washington Hilton March 2-6

The NACo Legislative Conference is held on an annual basis in Washington, DC. This meeting brings over 2,000 elected and appointed county officials from across the country to focus on legislative issues facing county government. Attendees hear from key Administration officials and members of Congress and are offered a myriad of additional educational opportunities addressing current and hot topic issues. A day of lobbying on Capitol Hill the last day rounds out an information packed Conference that is NOT to be missed.



2013 LEGISLATIVE PRIORITIES ADOPTED

At the fall board meeting of the Board of Directors of the WV Association of Counties in October, 2013, legislative priorities were explained and adopted by each member association. Every county official and legislator will receive a booklet setting forth our 2013 Legislative Priorities. A brief sampling of the variety of issues adopted for the legislative session include:

- Salary increase and equalization for county officials
- Ideas and initiatives to curtail regional jail costs
- Support and monitor the recommendations of the Justice Re-investment initiative.
- Bonding authority for the WV Courthouse Facilities Improvement Authority
- Need for Sexual Assault Nurse Examiners
- Continue to oppose attempts to erode property tax base through exemptions and salvage value

All issues of support and opposition must be adopted unanimously among county commissioners, county clerks, sheriffs, assessors, circuit clerks, and prosecuting attorneys. The diversity of topics includes property tax, elections, courts, law enforcement, criminal justice, and general county government responsibilities.



Time is running out...

BE AN EXHIBITOR

2013 Annual Conference
March 10-12, 2013

Contact Kathy
304-346-0591
Or
kathy@wvaco.org

AFFILIATE MEMBERSHIP



Tell the vendors you work with!
Send them to Kathy!

"So many are not living their dreams because they are living their fears" - LES BROWN



Calendar of Events

- FEBRUARY 24-27, 2013** CCA Legislative Annual Conference
Charleston, Kanawha County
- MARCH 10-12, 2013** WVACo ANNUAL CONFERENCE
Charleston Embassy Suites, Kanawha County
- MAY 19-20, 2013** CCA Spring Board Meeting
The Blennerhassett, Wood County
- JUNE 9-11, 2013** WVACo Spring Board Meeting
Shepherdstown, Jefferson County
- SEPTEMBER 15-17, 2013** WVSA Annual Conference
Glade Springs, Raleigh County
- OCTOBER 6-9, 2013** WVACo Fall Board Meeting
Oglebay Resort, Ohio County



MEMBER PROFILE: TIM McCORMICK Ohio County Commission



Years in office: 16 years as Ohio County Commission, prior to that, 4 years as a Wheeling City Councilman

Education: Under grad West Liberty State College, Masters Degree, WVU

My favorite sport is: Basketball, but I love almost all sports.

The hardest thing I have done: Bury loved ones.

You would be surprised to know: I was an Athletic Trainer for over 20 years and still dabble at it as a substitute.

I'm most proud of: My wife Dee, my daughters Kaitlyn and Jenny, and grandchildren Brayden and Mattie.

My favorite meal is: fried chicken, French fries, and peach pie. Not too healthy but delicious!!

The last book I read was: The Irish in America, Editor Michael Coffey

Three people (living or dead) I'd invite to dinner: my parents and my wife, Dee.

My favorite movie is: Saving Private Ryan

My favorite music is: classic Rock and/or oldies

My pet peeve is: people who lie or tell half-truths.

My motto is: If you can't have fun doing something, there's no sense doing it!!



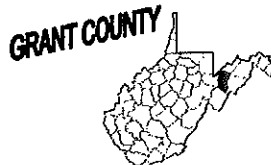
LEGISLATIVE CALENDAR



- January 9, 2013 – Opening Day; Assemble to organize and election of officers
- February 13, 2013 – First day of session (WV Const. Art. VI, §18)
- March 25, 2013 – 41st Day; Last day to introduce bills in Senate and House
- March 31, 2013 – 47th Day; Bills due out of committees in house of origin to ensure three full days for readings
- April 3, 2013 – 50th Day; Last day to consider bills on 3rd reading in house of origin
- April 13, 2013 – 60th Day; Adjournment at midnight (WV Const. Art. VI, §22)



RECIPE OF THE MONTH COLONIAL CORNBREAD

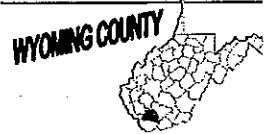


- 1 egg
- 1 cup milk
- 2 Tablespoons apple cider syrup
- 2/3 cup cornmeal
- 1 cup whole corn (cooked)
- 3/4 cup white or whole wheat flour
- 1 Tablespoon baking powder
- 1 teaspoon salt
- 3 Tablespoons melted butter

Beat egg until light. Add milk and apple cider syrup. Mix dry ingredients and gradually add to liquids. Add melted butter and cooked corn. Stir briskly. Pour into buttered 8-inch square pan. Bake at 450 degrees Fahrenheit for 20 minutes.



RECIPE OF THE MONTH WV REUNION BEANS



- 1 (15 1/2 oz.) can pork and beans
- 1 (17 oz.) can kidney beans, drained
- 1 (20 oz.) can lima beans, drained
- 1 (16 oz.) canned tomatoes
- 1 c. brown sugar
- 1 c. ketchup
- 2 sm. onions, chopped
- 2 sm. green peppers, chopped
- 1 lb. sausage or hamburger

Brown hamburger or sausage. Put meat and all other ingredients in a crock pot or slow cooker. Cook on medium to high for about 4 hours.

"Do not let fears rule your destiny." - UNKNOWN

A GUIDE TO LEGISLATIVE JARGON

Some of the Terms Used in the Language of Legislation

Chambers: the two areas set aside for meetings of the entire membership of the House and Senate (also referred to as "the floor"). "The bill is on the floor" means that it is out of committee and before the entire body of the House or Senate

Christmas Tree: a bill that has had several amendments added to it. "We had to kill the bill because it got Christmas treed." (Also called "loving a bill to death").

Committee Substitute: an amended version of an introduced bill as recommended by a committee, generally offered when there are numerous amendments or substantial rewriting of an introduced bill (often referred to as a "com sub").

Concur: the action of one body in agreeing to or approving a proposal or action of the other body (as in "the Senate concurs with the House amendments").

Double Referenced: a bill gets assigned to two committees instead of just one

Enrolled Bill: the final version of a bill, as passed by both bodies

House of Origin: the body in which a bill or resolution is introduced

Journal: the formal, written record of floor proceedings printed daily by the clerk of each body (can be picked up outside Journal Room on ground floor at the rotunda area; also available on the legislative web site). The Journal also contains that day's agenda for the floor session.

Motion to Lie Over: consider the bill at the next or a subsequent meeting

Motion to Postpone Indefinitely: delay action, usually forever. "PPI'd" usually indicates a dead bill

Readings: the three stages a bill must go through on the floor of a chamber; 1st reading is informational; 2nd reading is amendment stage; and 3rd reading is passage stage

Title: a concise statement of the contents of a bill; it is a constitutional requirement in WV that the title accurately and completely reflect the content of the bill

Well: the round area at the center of the Capitol between the chambers; often used as a meeting place, as in "Meet me at the well."

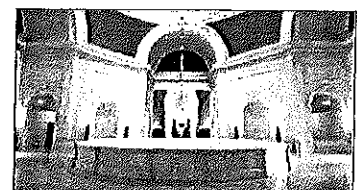
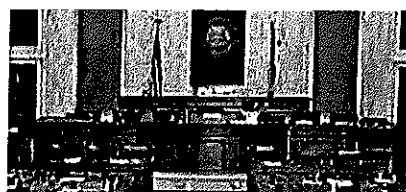
SB or HB – Senate Bill or House Bill

SR or HR – Senate or House Resolution

SCR or HCR – Senate or House Concurrent Resolution

SJR or HJR – Senate or House Joint Resolution (Proposed Constitutional Amendments)

Com Sub – Committee Substitute (substitutes the version of the bill as it was Introduced)



"Do what you fear most and you will control fear." - TOM HOPKINS

Government Organization discussed the continuation of the **municipal home rule pilot project** with the four cities currently participating: Charleston, Bridgeport, Wheeling and Huntington, and expanding it to add up to four more. The ordinances enacted by the four cities that have participated in the five-year pilot project would continue until repealed but the legislation proposed that all ordinances related to taxes be null and void. Other limitations include annexation, retirement & pensions, and changes to state and federal crime and punishment. Any new taxation in a pilot city must be adopted by the voters with a 55% majority and fees would be limited to municipal limits only. Class IV municipalities are not included, with concern expressed that they did not have the sources to initiate a pilot project. The Municipal League responded by saying, "All taxation issues aren't bad," and gave examples of Bridgeport streamlining business license taxes and eliminating a fire service fee in Wheeling.



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fax 304-558-0137 or email contact@scu.wv.com.

COUNTY WELLNESS.....

HEAT UP YOUR WINTER WORKOUTS

While many of us plan to jump-start our fitness routines after New Year's Day, odds are those plans will falter quickly. In a recent study, researchers at the University of Michigan confirmed that as temperatures drop, exercise participation also wanes. According to the American College of Sports Medicine, you can burn up to 40 percent more calories while exercising when it's cold.



Try these four steps to improve your cold-weather workout:

(1) **Layer Up**—During exercise, your body uses 20 to 30 percent of its energy for movement, with the remaining 70 to 80 percent released as heat. To retain that warmth, wear clothes in layers that can be loosened or removed to regulate your temperature. Even brisk walking can generate enough heat to make it seem like the outside temperature is 30 degrees warmer than it actually is.

(2) **Shield Your Extremities**— They suffer in cold weather because your body reacts to it by reducing blood flow to the surface of the skin to protect vital organs. Keep your feet warm with winter shoes with less ventilation and more traction. Keep your hands warm with thin, synthetic gloves under your gloves.

(3) **Prep with a snack**— Start your workout 30 to 60 minutes after eating to benefit from the extra heat your body generates during digestion. This can help you stay warmer, with the food serving as fuel.

(4) **Hydrate**—Dehydration remains a concern. In addition to sweating, your body loses moisture as it humidifies the cold air you inhale.

SYMPATHY

Our sympathy goes to Pleasants County Commissioner Jay Powell who lost both his father and father-in-law this month.

"Feed your faith and your fears will starve to death." - UNKNOWN

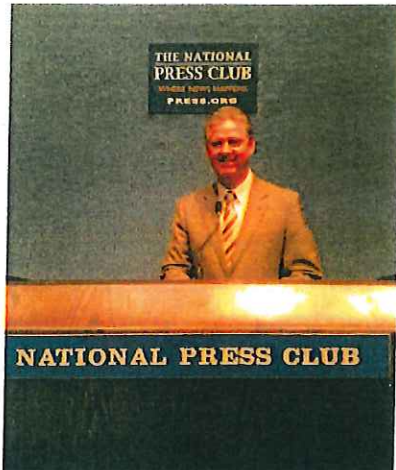
STATE ASSOCIATIONS DISCUSS ISSUES AND PRIORITIES WITH KEY CONGRESSIONAL STAFF AND WHITE HOUSE OFFICIALS

The National Association of Counties (NACo) hosted the National Council of County Association Executives (NCCAE) Annual Meeting in Washington, D.C, on January 8—10. Sixty-eight state association executive directors and state association presidents met with key Congressional staff and White House officials to discuss federal legislative and policy issues important to counties including the latest fiscal cliff negotiations, sequestration, Medicaid, the Farm Bill, the HUD CDBG program, PILT, and immigration just to name a few.

1. Policy briefings were conducted with representatives from the offices of Senate Majority Leader Harry Reid (D-NV), Minority Leader Mitch McConnell (R-KY), House Speaker John Boehner (R-OH), the House Republican Conference, and the White House Office of Intergovernmental Affairs.

The executive directors and presidents also had the opportunity to hear timely updates from Republican staff from the House Appropriations Committee and Majority staff from the Senate Appropriations Committee on issues like the status of FY2013 and FY2014 appropriations, the Continuing Resolution (which runs through March 27), and how all of the debt and deficit negotiations are impacting the annual appropriations process.

This year's meeting was chaired by Steve Acquario, NCCAE President and Executive Director of the New York State Association of Counties.



WVACO President Jeff Waybright attended the NACo Presidents / Executive Directors meeting in Washington DC.



AEP

C & I REBATE PROGRAM

Appalachian Power is offering a rebate program for all Commercial and Industrial customers in the state of WV for a limited time. You can upgrade your HVAC system, install programmable thermostats, install VFD's, and get cash. Rebates are also being offered for Lighting upgrades. Now is the time to retrofit or replace that inefficient and some soon to be obsolete lighting, while you can receive cash for it! Customers can do self installs or use an AEP registered contractor. Contractors get registered so your customers can receive the rebates, there's no cost to the customer or the contractor. You need to move quickly as funds will be limited and will be disbursed on a first in first out basis. Get paid for saving. It's smart for your business.

If you have any questions contact

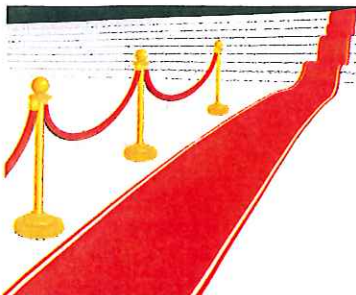
ED OUTLAW AT 304-989-2415 OR

EDWARD.OUTLAW@GOODCENTS.COM



WELCOME

Newly Elected Officials



We are your association and we are here to assist you.

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Phone: 304-346-0591

Email: wvaco@wvaco.org



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PLEASE fax 304-346-0592
Send us your favorite recipes! fax 304-720-3271
kathy@wvaco.org
crystal@wvaco.org
patti@wvaco.org

Direct to You

At the January New Sheriffs' School, I had the pleasure of presenting two checks for \$100 each to Sheriff Tom McComas, President of the WV Sheriffs' Association. The checks will be deposited into their scholarship fund. How did I get the \$200? Well, I won it - in a fitness challenge! Some of my county association colleagues from around the country participated in a 3-week fitness challenge and two of them pledged \$100 to the winner to be given to the charity of the winner's choice. Thanks to my colleagues Chip Taylor, Colorado Association of Counties, and Mike McArthur, Oregon Association of Counties, for their generous contribution to the Sheriffs' scholarship fund. Our fitness challenge included not just physical fitness but overall health. I think I won because I floss my teeth every night! I was very proud to make this contribution to the Sheriffs' excellent scholarship program.



Patti



The WV Association of Counties hosted the 4th annual Leadership Meeting among the Presidents and Vice Presidents of our member associations at the Governor's Conference Room in the State Capitol. The officers or their representatives were welcomed by the Governor who talked about his upcoming legislation, including dealing with substance abuse issues. Cory Dennison, Director of Intergovernmental Affairs for the Governor, assisted with the meeting coordination and greeted the participants. Hallie Mason, Governor's Policy Director, and Jason Pizatella, Governor's Legislative Director, added more information about the Governor's legislative initiatives and listened to some of our County priorities. Senators Ron Miller and Bill Laird, both past presidents of WVACO, participated in the entire meeting and helped discuss strategy for the various county issues including compensation. Larry Swann, lobbyist, also joined the discussion. Thanks to the participants for a productive meeting: *WVACO President Jeff Waybright, County Clerks President Jan Pest, Assessors President & Vice President Phyllis Yokum & Steve Keadle, Sheriffs President Tom McComas, Commissioners Vice President Nancy Cartmill, Circuit Clerks Vice President & Legislative Co-Chair Sue Ann Zickefoose & Betsy Castle, and WVACO Vice President for Prosecuting Attorneys Michael Sparks.*



2013 Annual Conference

March 10-12, 2013

Embassy Suites, Charleston

REGISTRATION

Register online if you like at.....

<http://go.wv.gov/wvacoconference>

County _____ Title/Office _____

Name _____

Address _____

Email _____ Phone _____ Fax _____

Spouse/Guest(s) _____

REGISTRATION:

\$199 County Attendee

- BILL MY COUNTY
- PAY AT DOOR
- PREPAY-MAIL CHECK

\$40 per Guest

- PAY AT DOOR
- CHECK ENCLOSED

ADDITIONAL INFORMATION _____

FOR ROOM RESERVATIONS: (ONE ROOM RESERVATION PER REGISTRATION)

- Embassy Suites \$124
- Marriott \$119

Name on Room Reservation _____

Date: Check In Date _____ Check Out Date _____ # of Nights _____

Room Type: 1 King ____ 2 Doubles ____ Smoking Requested (Embassy Only) _____

Special Needs/Requests: _____

FEIN: _____

MUST INCLUDE TO RESERVE ROOM: Letter of Credit Credit Card

Card Type _____ Credit Card # _____ Exp. Date _____

▶ PLEASE FAX YOUR TAX EXEMPT FORM. IT WILL BE REQUIRED TO HAVE TAX EXEMPT STATUS.

ALL RESERVATIONS MUST BE CANCELLED THRU THE WVACO



2013 Annual Conference
"Celebrate County Culture"
AGENDA

March 10-12, 2013
Embassy Suites, Charleston

Register online if you like at.....

<http://go.wv.gov/wvacoconference>

"If you want to understand today, you have to search yesterday." Pearl Buck

COUNTY SEALS DISPLAY

SUNDAY, March 10

9:00 - 5:00 Registration / Exhibits Open

2:00 - 4:30 WVACO Board of Directors Meeting

3:00 - 4:00 Leadership Workshops

Health Care Reform - Are You Ready? *Paul White, Commercial Insurance Service & WVACO Dental Plan Consultant*

Should My County Enact A Cell Tower Ordinance? *Ted Kula, Summers County Planning Official*

4:30 - 5:30 Encore Presentation: LIVING MONUMENTS - WEST VIRGINIA'S COURTHOUSES
Enjoy a relaxing movie and popcorn!

6:00 - 9:00 Presidents Reception - West Virginia Victuals!
Welcome from Lt. General Thomas J. Jackson accompanied by his Aide-de-camp Doug Riley

9:00 Hospitality Suites Open - Hosted by Software Systems

MONDAY, March 11

Full Breakfast Buffet (Embassy Suites)

8:00 - 9:30 Registration , continued

8:45 Call to Order, Pledge of Allegiance

Welcome from the President & Executive Director

State of the Counties Address - *Jeff Waybright, WVACO President & Jackson County Clerk*

Remarks from Legislative Leaders for Counties

9:45-10:45 Keynote Speaker *(To Be Announced)*



ALL ROOM RESERVATIONS MUST BE CANCELLED THRU THE WVACO

- 11:00 Concurrent Workshop Sessions
 The Courthouse - A County's History & Future *State Historic Preservation Office*
 How West Virginia Really Became A State! *Joe Geiger, State Archivist*
- Energy Speaks WV: How the Natural Gas Industry and Local Officials Can Work Together*
- Media Matters! Rudi Raynes-Kidder; Executive Director, WV Sheriffs' Association & Award Winning Former Reporter & Broadcaster*
- 12:15 Luncheon & Presentation of Richard Shelton Memorial Award
U.S. Senator Joe Manchin III, Guest (invited)
Governor Earl Ray Tomblin, Guest (invited)

Member Association Meetings

- 7:00-10:00 LEGISLATIVE RECEPTION - Celebrating West Virginia's 150th Birthday featuring
The Esquires
- 9:00 Hospitality Suites Open - Hosted By Software Systems

TUESDAY, March 12th

- 8:30-9:00 Full Breakfast Buffet - Embassy Suites
- 9 - 10:30 WVACo Business Meeting & Legislative Presentation
 Report from NACo Board Representatives
 Report from the WV Counties Risk Pool - *Chris Carey & Steve Rawlings*
 E-Government is the Future - *Presentation from the E-Government Committee*
- 10:30-3:00 Trolleys to the Capitol - *Take the Trolley to our Governor's Mansion Luncheon, Tour the State Museum at the Culture Center, and Visit Your Legislators at the Capitol!*
- 11:00 - 1:00 Buffet Luncheon at Governor's Mansion
- Noon Board of Directors/Board-Elect Meeting at the Governor's Mansion

Thank you to the 2013 Annual Meeting Planning Committee:

Prosecutor Michael Sparks
 Circuit Clerk Brenda Miller, Chairman
 County Clerk Donnie Evans
 Assessor Cheryl Romano
 Commissioner Patrick Boyle
 Sheriff Tom McComas