

AGENDA

REVISED - June 25, 2013 (1:03pm)

JEFFERSON COUNTY COMMISSION

THURSDAY, JUNE 27, 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 PURCHASE ORDERS

- June 27, 2013

APPROVAL OF ACCOUNTS PAYABLE

- June 20, 2013
- June 27, 2013

PUBLIC COMMENT

Anyone wishing to address the Commission regarding the Jefferson County Emergency Agency Services Fee Ordinance (JCESA), must do so during Public Comment. No public comment will be taken before or during the JCESA agenda item.

PRESENTATIONS:

1. 9:45 a.m. Charlene Gilliam, Manager, External Affairs, First Energy
- Regarding the "Intra-Sale" also known as Generation Transaction
- Discussion/Action
- Local partnership update - Discussion/Action
2. 10:00 a.m. Peter Fricke, Charles Town Race Track Chaplaincy
- Requesting support augmentation of Drug/Substance Abuse and Anger Program for the Race Track workers in the amount of \$5,500 - Discussion/Action
3. 10:10 a.m. Laura Storm, Circuit Clerk
- Requesting approval to hire Nicole Nobrega to a full-time position as Deputy Clerk effective July 1, 2013 - Discussion/Action
4. 10:15 a.m. Jennifer Maghan, County Clerk
- Approval of Depository Funds, to comply with State Law - Discussion/Action

5. 10:25 a.m. Steve Rawlings, West Virginia Risk Pool
- Update on the WV Risk Pool Customer Satisfaction - Discussion/Action
6. 10:45 a.m. Seth Rivard, MPA, County Planner
- Requesting scheduling of Public Hearing for September 19, 2013 for the new Stormwater Management Ordinance and associated text amendments to the 2008 Subdivision and Land Development Regulations
- Discussion/Action
7. 10:55 a.m. BREAK
8. 11:25 a.m. Interview and Appointments to the Development Authority - Four, three - year terms ending April 5, 2016 - Discussion/Action
9. 11:30 a.m. Interview and Appointments to the Public Service District Customer Liaison, One - to serve until the Jefferson County Commission appoints a customer of the District or a board member becomes a customer - Discussion/Action
10. 11:35 a.m. Interview and Appointments to the Board of Zoning Appeals - one, three - year term ending January 1, 2016 - Discussion/Action
11. 11:40 a.m. Interview and Appointments to the West Virginia Eastern Panhandle Transportation Authority for one, four - year term ending July 1, 2016
- Discussion/Action
12. 11:45 a.m. Mike Wiley, Beallair Homes, LLC
- Request from Beallair Homes, LLC for the County Commission's consideration of releasing Beallair Homes, LLC for the Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision and also the First Amendment to Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision subject to conditions noted - Discussion/Action
13. 11:55 a.m. Roger Goodwin, Chief Engineer
- Complete release of the Construction Bond security for Automated Merchandising Systems, Inc. - AMS Building Expansion (File #S12-05) - Cash-in-Escrow with United Bank, Charles Town, West Virginia
- Discussion/Action
- Complete release of the Construction Bond security for John K. Taylor - Mountain Vista Farms Subdivision, Lots 1-7 & 8 - Residue (File #08-06) - Letter of Credit #1241 with United Bank of Martinsburg, West Virginia
- Discussion/Action
- Partial release of the Construction Bond security for Waterfront Group WV, LLC/Mark Adkins - Rock Ferry Station Subdivision, Lots 1-7, 16 and 25-43

(File #04-20) - Cash-in-Escrow with United Bank, Shepherdstown, West Virginia - Discussion/Action

- Partial release of the Construction Bond security for RAI Group 44, LLC - Burr Industrial Park, Lot 44, Buildings A & B (File #S06-06) - Letter of Credit #275 with the Bank of Charles Town, Charles Town, West Virginia
- Discussion/Action

**14. 12:00 p.m. Working Lunch - John Reisenweber, Director Development Authority
- Update on Economic Outlook - Discussion/Action**

Financial Director Report:

- Approval of Internal Budget Revision #119 - Animal Control - Discussion/Action
- Approval of Internal Budget Revision #121 - Other Building - Discussion/Action
- Approval of Internal Budget Revision #122 - Central Garage - Discussion/Action
- Approval of Internal Budget Revision #123 - Courthouse- Discussion/Action
- Approval of Internal Budget Revision #124 - Circuit Clerk - Discussion/Action
- Approval of Internal Budget Revision #125 - Ag Agent - Discussion/Action
- Approval of Internal Budget Revision #126 - Prosecuting Attorney - Discussion/Action
- Approval of Internal Budget Revision #127 - County Commission - Discussion/Action

UNFINISHED BUSINESS:

15. First Energy Resolution regarding opposing the “Intra-Sale” of Harrison Power Plant for possible adoption - Discussion/Action

NEW BUSINESS:

16. Jefferson County Policies & Procedures - Discussion/Action
- Employee Assistance Program
- Media Inquiries
17. Request For Proposal for Jefferson County Commission Website - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Commissioner’s Top Project Listing - Discussion/Action
- WV Corp language in contract - Discussion/Action
- IT Update - Discussion/Action
- Authorization for Ms. Brockman, Director of Planning and Zoning, to sign for Zoning Administrator until position is filled.
- County Commission Association of West Virginia - WV State Auditor’s Office Annual In-Service Training Seminar - August 4-7, 2013 - Discussion/Action
- Space Needs - Executive Session - Discussion/Action

COUNTY COMMISSION REPORTS

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

18. 1:30 Doug Pittinger, Director Jefferson County Emergency Services Agency
- Five minute update on fee ordinance

19. 1:35 Jefferson County Commissioner's
- 1st reading/Review/Edits of the JCESA Emergency Services Fee Ordinance
- Discussion/Action
(Any public comments on this issue will be taken during the public comment portion of the meeting - at the beginning of the County Commission meeting)

20. ADJOURN

CORRESPONDENCE:

Reminder, Jefferson County Offices will be closed Thursday, July 4th for the Independence Day Holiday.

Invitation to the Shenandoah Valley Chapter #313 dedication of the Korean War Memorial and lunch on July 20, 2013. RSVP required by July 5, 2013.

Letter from the Secretary of the Interior, Washington, D. C. - regarding the Payments in Lieu of Taxes program.

Letter from the Public Service Commission regarding disbursement of Wireless E-911 subscriber fee check in the amount of \$192,732.24.

Letter from the West Virginia Department of Environmental Protection regarding the reappointment of Rusty Morgan to the Jefferson County Solid Waste Authority.

Hospice of the Panhandle - Newsletter, Summer 2013.

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.

PURCHASE ORDERS TO BE APPROVED

June 27, 2013

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
ANIMAL CONTROL	50366	\$ 402.00	Valley Pet Cemetery	Carcass disposal
COMMUNICATIONS	49830	\$ 3,500.00	Accurate Systmes	CAD Consulting - deposit
	51708	\$ 125.00	Sen Communications	Repair/Maintenance
	51709	\$ 125.00	Sen Communications	Repair/Maintenance
	51711	\$ 405.00	Teltronic	Service Call
COUNTY CLERK	51628	\$ 164.94	Spirit	Notice
COUNTY COMMISSION	51720	\$ 82,276.80	WV Regional Jail & Correctional	Regional Jail
COURTHOUSE	51581	\$ 1,495.48	Trenary Service Company	Service Call
GIS/ADDRESSING	51376	\$ 924.00	Accurate Systems, Inc	IT Consulting Services
OTHER BUILDINGS	51578	\$ 142.81	Grainger	Safety Equipment
	51591	\$ 315.00	Alliance Electric LLC	New Panel at Ball Field
PROSECUTING ATTORNEY'S OFFICE	51637	\$ 510.08	Specialty Business Supplies	Office Supplies
SHERIFF -LAW	51493	\$ 200.00	International Polygraph Services	Professional services
	51496	\$ 153.15	Specialty Business Supply	Forms
GRAND TOTAL		\$ 90,337.26		

AGENDA REQUEST FORM

Name: Debbie Keyser

Department or Entity: County Commission

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

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: Charlene Gilliam, Manager, Eternal Affairs, First Energy – Statement from First Energy regarding the “Intra-Sale” also known Generation Transaction of the Harrison Plant & Local Partnership Update

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

As requested by the Commission

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? **NO**

Contact information:

Email Address: robertmurtosr@frontier.com

Phone number: 304-876-0627

West Virginia Generation Transaction



A Plan to Ensure Reliable, Low-Cost Electricity to West Virginians for Years to Come



Harrison Power Station is located on 110 acres of a 1,400-acre site in Haywood, West Virginia, along the West Fork River.

Overview

On Nov. 16, 2012, FirstEnergy subsidiaries Mon Power and Potomac Edison submitted a proposal to the Public Service Commission (PSC) of West Virginia, that, if approved, would transfer full ownership of the Harrison Power Station to Mon Power. The proposal is designed to help ensure a continued supply of reliable, low-cost electricity to West Virginia customers for years to come. The plan would remedy Mon Power's existing generation supply shortfall of having inadequate supply to meet its customer requirements. And with load growth projected to grow at about 1.4 percent per year in West Virginia, the shortfall is expected to steadily increase over time. Relying on market sources for electricity creates significant risk for our customers.

The cost-effective proposal will allow Mon Power to meet its energy obligations with its own generation resources, eliminating the need to make additional electricity purchases from the spot market and resulting in greater rate stability for customers. Mon Power provides electricity for 385,500 customers in the northern half of West Virginia and 132,000 Potomac Edison customers in the state's Eastern Panhandle.

The Proposed Transaction

The proposal involves two steps:

- Mon Power, which currently owns approximately 20 percent (400 megawatts) of Harrison Power station (1,984 megawatts) in Haywood, W.Va. would purchase the remaining 80 percent of Harrison from FirstEnergy subsidiary Allegheny Energy Supply (AE Supply), giving Mon Power sole ownership.
- Mon Power would sell its approximately 8 percent share (100 megawatts) of the Pleasants Power station (1,300 megawatts) in Willow Island, W.Va., to AE Supply, giving AE Supply 100 percent ownership.

The plan represents a \$1.1-billion investment by Mon Power, and also requires approval from the Federal Energy Regulatory Commission. The companies are also seeking approval of a Temporary Transaction Surcharge to allow Mon Power to begin recovering expenses related to the transaction and investment immediately when the deal closes. The surcharge would end when the next base rate case concludes, at which time costs would be part of base rates. Without approval of the surcharge, Mon Power will not proceed with the transaction because it could not afford to operate without timely cost recovery of related expenses.

Continued on back

Mon Power and Potomac Edison Customer Benefits

- Power from the Harrison plant – historically a source of reliable, low-cost electricity – will be less expensive than power procured from alternate sources.
- The price to purchase Harrison is much lower than building or buying other generation options.
- Harrison is one of the largest and cleanest coal-fired plants in the nation, with nearly \$1 billion invested in environmental control systems which include scrubbers that remove 98 percent of sulfur-dioxide emissions and Selective Catalytic Reduction (SCR) systems to remove at least 90 percent of nitrogen-oxide from flue gases.
- Harrison produces electricity from locally mined coal, consuming more than 5 million tons annually. The transaction will preserve the opportunity to use West Virginia coal, sustaining employment levels and benefiting the local economy.

Alternatives to the Proposed Transaction

- FirstEnergy considered a number of alternatives to obtain more energy and capacity, including building or buying new power plants, substantially increasing market purchases of electricity, and developing demand-side resources.
- After a thorough analysis, the company selected a plan to purchase existing generation resources located right in the heart of Mon Power service territory. Harrison is a proven, reliable asset that supports local employment, including local coals mines and businesses, and pays state and local taxes.

Timeline

- Petition filed with the Public Service Commission of West Virginia Nov. 16, 2012.
- The Commission has scheduled hearings for late May 2013, so a ruling on the proposed transaction may come later this summer.
- Mon Power would like approval as soon as possible to have additional generation supply available during hotter summer weather. Higher electricity prices in the summer months are expected to boost Mon Power's revenues, with benefits flowing back to customers. Mon Power's ownership during summer months would help protect customers from sharp fluctuations in energy prices known to occur in summer months, which can have a dramatic impact on purchased power expenses.

AGENDA REQUEST FORM

Name: PETER FRICKE

Department or Entity: CHARLES TOWN RACE TRACK CHAPLAINCY

Estimation of amount of time needed for appointment: 10 MINUTES

Date Requested - 1st Choice: 6/27/2013

Date Requested - 2nd Choice: _____

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

Subject: SUPPORT AUGMENTATION OF DRUG/SUBSTANCE ABUSE AND ANGER PROGRAM FOR RACE TRACK WORKERS

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):

APPROVE A GRANT OF \$5,500.00 TO PERMIT THE CHARLES TOWN RACE TRACK CHAPLAINCY TO EXPAND ITS DRUG AND ALCOHOL ABUSE AND ANGER MANAGEMENT PROGRAM.

If not, please explain:

Is a projector needed? YES

Contact information: PETER FRICKE
Email Address: PETER.FRICKE@FRONTIERNET.NET
Phone number: 304 728 6400

Request for Funds for Expanded CTRTC Substance Abuse and Anger Management Counseling Program

This request is for \$5,500 to increase the therapist's hours from two to five per week; assign administrative case management to the Chaplaincy staff to ensure appointment and treatment follow-ups in conjunction with the counselor. The clients would be required to join an AA or NA program as appropriate in addition to receiving counseling. Total program cost would be some \$9,000 plus intake screenings (\$74/client) through the end of the year. The case load could be 10 persons with group and individual sessions.

Rationale:

Case-load – present case load of 4 or 5 patients does not meet the need for counseling services for horsemen at the Charles Town Race Track. An expanded case-load of 10 patients will begin to address the needs of crisis cases.

Hours – currently the two hours provided by the therapist are divided between group counseling and case evaluation. Expanding therapist hours to five will provide three hours of additional time for counseling and therapy sessions.

Administrative case-management – A program problem is clients not showing for scheduled appointments. Unlike the practice in doctors' offices, no-one at the Chaplaincy contacts clients to remind them of appointments or maintains records of attendance at counseling sessions. We believe that HIPAA permits the Chaplaincy to assist the therapist by handling the administrative case management issues of appointments and appointment records. All medical and other counseling records remain the responsibility of the therapist and are confidential; these will not be available to Chaplaincy staff.

AA or NA attendance – the expanded program would require clients, if appropriate, to complement their counseling sessions with attendance at AA or NA groups during their time in the program.

Cost – the Chaplaincy depends on donations for its entire income. Donations are received from the HBPA, PNGI, and the community. From this income the Chaplaincy has allocated \$5,000 to fund the two hours/week counseling program and provides space and staff support. To expand the program to five hours/week, we estimate that an additional \$5,500 in donations or grants will be necessary.

Cost Estimates for expanded program (based on present costs):

Therapist -- \$8,570; 20 intake screenings at \$74 each -- \$1,480; case management (clerical, 100 hrs.) -- \$1,485 = \$11,535 total.

CTRTC contribution \$6,035; grant contribution \$5,500

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Laura Storm

Department or Entity: Circuit Clerk

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject:

Hiring of a Full Time Deputy Clerk.

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

Due to the departure of a full time employee, I ask that you approve the hiring of Nicole Nobrega to a full- time position as Deputy Clerk within my office effective July 1, 2013. Her grade will be II D with a salary of \$28,617.27 with full benefits afforded to Jefferson County Commission employees. This is an already approved position and I have the money within my budget and I am not requesting any additional funds from the Commission.

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

Approve the hiring of Nicole Nobrega as a full time Deputy Clerk in the Circuit Clerks office, with all benefits afforded to County Commission employees. Her pay grade will be a II D at a salary of \$28,617.27, effective July 1st, 2013.

AGENDA REQUEST FORM

Name: Jennifer Maghan

Department or Entity: County Clerk

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

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: **To Comply with State Law**

Subject: **Approval of Depository Funds**

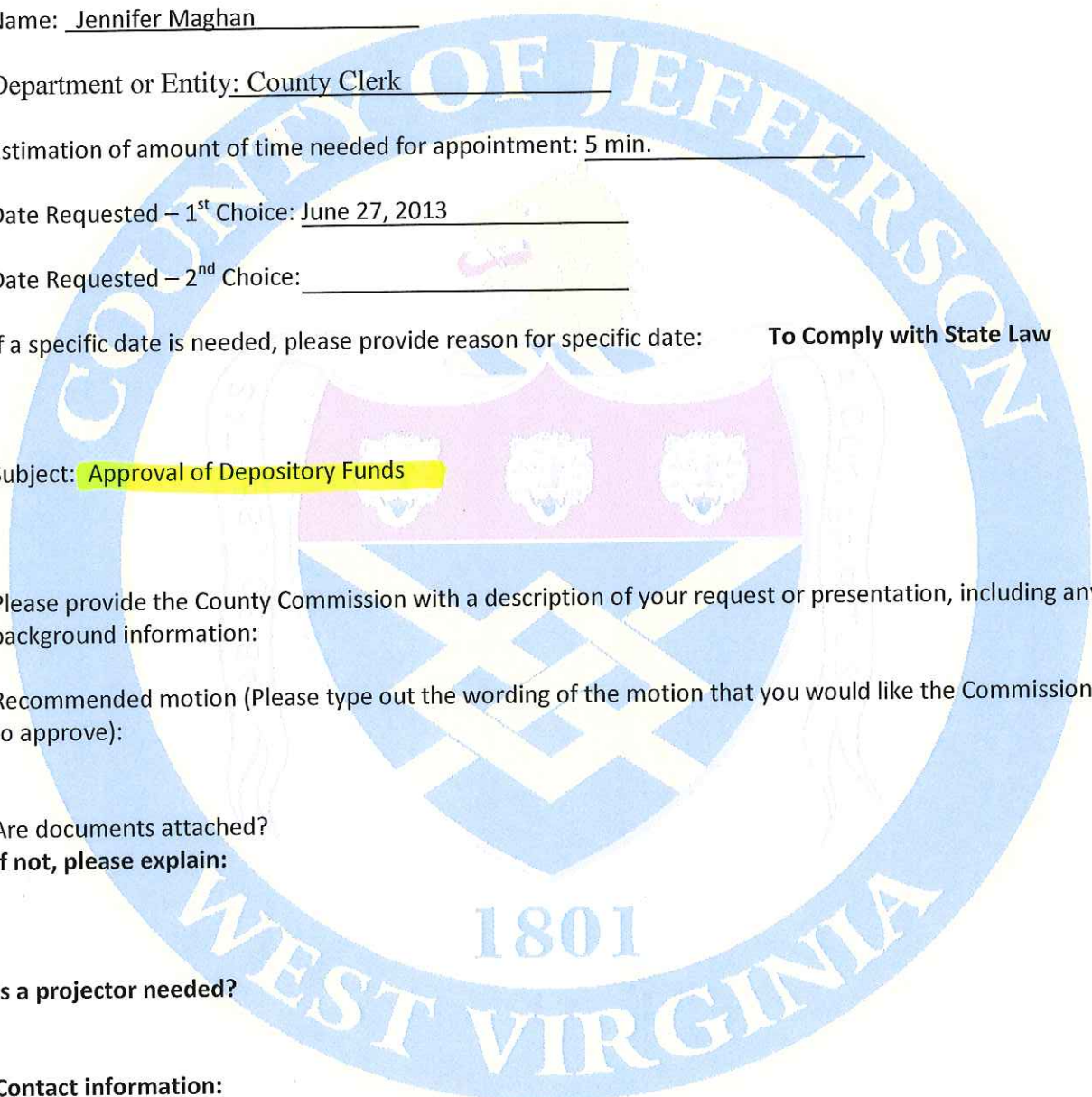
Please provide the County Commission with a description of your request or presentation, including any background information:

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:



BOND OF JEFFERSON SECURITY BANK

AS

DEPOSITORY OF PUBLIC MONEYS

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned Jefferson Security Bank, a banking institution incorporated under the laws of the State of West Virginia and firmly bound unto the State of West Virginia, in the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000) for the payment of which will and truly to be made, the said Jefferson Security Bank binds itself and its successors firmly by the presents.

IN WITNESS WHEREOF the Jefferson Security Bank has executed this bond by causing its President and Chief Executive Officer to sign its corporate name and affix its corporate seal hereto by order of its Board of Directors, this 15th day of May 2013.

The condition of the above obligation is such that whereas the said Jefferson Security Bank has been designated by the County Commission of Jefferson County, West Virginia, as depository of public moneys under the provisions of Section 2, Article 6, Chapter 7, Official Code of West Virginia, now therefore, if said Jefferson Security Bank shall receive, keep safe, and pay over all moneys which may be deposited in or come under the custody of said Jefferson Security Bank as such depository, from the 1st day of July, 2013 until the 30th day of June, 2014 and shall faithfully perform all of the duties imposed by said article upon the said Jefferson Security Bank as such depository, then this obligation shall be void; otherwise to remain in full force and effect.

As security for the faithful performance of this bond and to protect and indemnify against any or all loss of public moneys by reason of any default on the part of said Jefferson Security Bank in its capacity as such depository of public moneys, the said Jefferson Security Bank, by order of said County Commission, and in accordance with the provisions of Section 2, Article 6, Chapter 7 of the code, has deposited with First Tennessee Bank the following security:

<u>Type</u>	<u>Pledged Par Value</u>	<u>Cusip</u>
GNMA REMIC SER 5 PF	\$411,116	38374FCZ5
SKAGIT CNTY WASH	700,000	830201JT7
Total pledged	\$1,111,116	

To be held by First Tennessee Bank as collateral security for this bond as aforesaid, until the said First Tennessee Bank shall deliver the same as hereinafter provided.

The receipt of said First Tennessee Bank for said bond and said securities so deposited with it shall be held by said County Commission during the life of this bond.

In event of any default in the conditions of this bond, said First Tennessee Bank shall deliver said securities to the County Commission of Jefferson County, West Virginia, and shall accept as sufficient evidence of such default for such delivery, a certified copy of an order of said County Commission stating such default.

Upon receipt of said securities from the said First Tennessee Bank, in case of any default on the part of the Jefferson Security Bank in complying with the conditions of its said bond, the said County Commission shall sell the said securities and apply the proceeds to the payment of the amount owing by said Jefferson Security Bank by reason of any such default in the conditions of its said bond, and after such payment the residue, if any, derived from the proceeds of the sale of said securities, shall be paid to said Jefferson Security Bank.

On June 30, 2014, if the said Jefferson Security Bank has complied with the conditions of this bond, said First Tennessee Bank shall return the securities held by it hereunder to the said Jefferson Security Bank and may accept as sufficient evidence of such compliance a certified copy of any order of said County Commission stating such compliance.

Until receipt of notice of any such default, said First Tennessee Bank shall pay all interest or other income collected by it from the securities held hereunder to the said Jefferson Security Bank.

JEFFERSON SECURITY BANK

By K. Stephen Morris

President and Chief Executive Officer

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

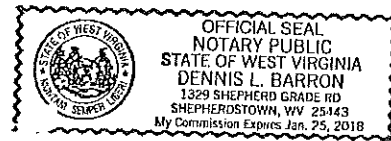
I, Dennis L. Barron, a Notary Public in and for the county and state aforesaid, do hereby certify that K. Stephen Morris, who as President and Chief Executive Officer of Jefferson Security Bank, a corporation, signed the writing above, bearing date on the 15th day of May 2013 for said corporation, has this day in my said county, before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 15th day of May 2013.

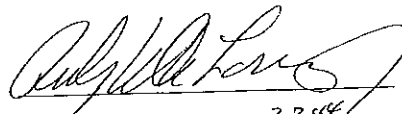


Notary Public

My Commission expires 1/25/2018.



I, RALPH A. LORENZETTI, JR, Prosecuting Attorney of Jefferson County, West Virginia, hereby certify that the above bond is in due and legal form and conformable to the provisions of Section 2, Article 6, Chapter 7, of the Code of West Virginia.



2244

Prosecuting Attorney

Date JUNE 6, 2013

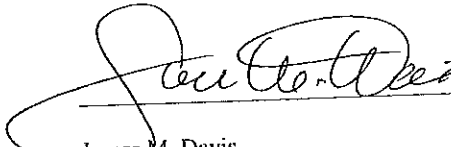
RESOLUTION

RESOLVED that Jefferson Security Bank does execute and deliver to the County Commission of Jefferson County, West Virginia, a bond in the penal sum of Seven Hundred and Fifty Thousand Dollars (\$750,000) as depository of public moneys pursuant to the provisions of Chapter 18, Article 9, Section 6, of the West Virginia Code, and that said bond be secured by deposit with First Tennessee Bank of Memphis, Tennessee the following security:

<u>Type</u>	<u>Pledged Par Value</u>	<u>Cusip</u>
GNMA REMIC SER 5 PF	\$411,116	38374FCZ5
SKAGIT CNTY WASH	700,000	830201JT7
Total pledged	\$1,111,116	

and that the draft of said bond has been submitted to the Board at this meeting and the same is hereby approved and the President and Chief Executive Officer be, and he hereby is, authorized and directed to execute said bond, in the corporate name, and under the corporate seal of Jefferson Security Bank, and that the President and Chief Executive Officer of this bank be and he hereby is, authorized to deposit with First Tennessee Bank the above listed security as security therefore, and to file with the Clerk of the County Commission of Jefferson County the bond of this bank, to become effective forthwith and to expire June 30, 2014, subject to the approval and acceptance of said County Commission of Jefferson County, West Virginia.

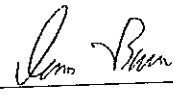
I, James M. Davis, Secretary of the Board of Directors of Jefferson Security Bank, a corporation, hereby certify that the foregoing is an exact and true copy of a Resolution unanimously passed and adopted by Jefferson Security Bank at a meeting of the Board of Directors hereof held, pursuant to law, on May 15, 2013.


James M. Davis
Secretary

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

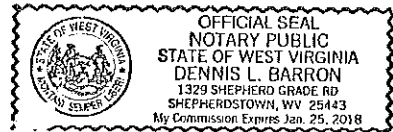
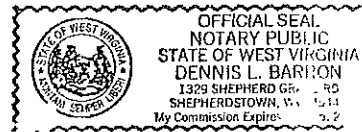
I, Dennis L. Barron, a Notary Public in and for the county and state aforesaid, do hereby certify that James M. Davis, who as Secretary of Jefferson Security Bank, a corporation, signed the writing above, bearing date on the 15th day of May 2013 for said corporation, has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 15th day of May 2013.



Notary Public

My commission expires 1/27/2018.



**JEFFERSON COUNTY COMMISSION DEPOSITORY BOND
BRANCH BANKING AND TRUST COMPANY
WINSTON-SALEM, NORTH CAROLINA**

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, Branch Banking and Trust Company (BB&T), Winston-Salem, North Carolina, a Corporation organized and existing under the laws of the United States of America, is held and firmly bound unto the State of West Virginia, in the sum of Eight Hundred Thousand Dollars (\$800,000.00) to the payment thereof, will truly be made to said Jefferson County Commission, State of West Virginia, the undersigned binds itself and its successors and assigns by these present,

Signed and sealed this 24th day of May 2013.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT, Whereas, BB&T of Winston-Salem, North Carolina, principal has been duly and legally designated in the manner required by law as a depository of the public monies of the Jefferson County Commission, State of West Virginia. Now therefore, if the said BB&T, principal herein, shall reserve safely, keep well and truly pay over all monies which may be deposited in or under the custody of the said BB&T as such County depository, according to law and shall further faithfully perform all the duties by law upon said principal as depository monies, then this obligation shall be null and void, otherwise are to remain in full force and effect.

The said Bank herewith deposited and pledged with the Jefferson County Commission, State of West Virginia, to secure the performance of its undertakings herein above set out the following collateral to-wit:

<u>PAR VALUE</u>	<u>DESCRIPTION</u>	<u>COUPON RATE</u>	<u>MATURITY DATE</u>
\$800,000.00	GNMA II Arm Pool 82663 (36225E5Z1)	3.00%(Variable)	11/20/2040

Authorization for the pledging of the above securities is certified to the Secretary of the Board of Directors of said Bank attached hereto.

It is understood and agreed:

- (1) Such collateral shall be held by **WELLS FARGO BANK, N.A.**, Minneapolis, MN or the **FEDERAL RESERVE BANK** of Richmond, Virginia, (Safekeeping Agents) so long as the said BB&T is not in default in its undertakings hereinabove set out, and if the said BB&T has not defaulted in its undertakings then such collateral shall be returned to the said BB&T on the 30th day of June, 2014.
- (2) The said BB&T shall have the right to the interest payable on such collateral, and may for the purpose of collecting the same have access to such collateral, in conjunction with a representative of the said Safekeeping Agent in order to obtain interest coupons representing interest payable or may direct the said Safekeeping Agent to detach such coupons.
- (3) The said BB&T shall from time to time have the right to withdraw any part of the above collateral upon substitution of other collateral of the same marketability acceptable to the Jefferson County Commission. The said BB&T shall have the right to withdraw any part of the above-mentioned collateral when properly authorized, providing the monies on deposit with the said BB&T do not exceed the amount of such collateral security remaining as security for the performance under the terms of this depository bond.

- (4) In the event of default of the said BB&T in its undertakings, herein set out during the said period beginning July 1, 2013 and ending June 30, 2014 the said Jefferson County Commission, State of West Virginia, shall have the right to make sale of so much of the collateral hereinbefore referred to as may be required to make good the undertaking of the said BB&T after due notice is given to the said BB&T.

BRANCH BANKING AND TRUST COMPANY

(SEAL)

BY: Teresa G. Williams
Senior Vice President,
BB&T Funds Management

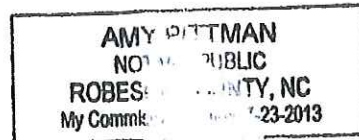
**STATE OF NORTH CAROLINA,
COUNTY OF ROBESON, TO-WIT:**

I, Amy Pittman a Notary Public in and for the County and State aforesaid, do hereby certify that Teresa G. Williams, who signed the writing above as Senior Vice President of BB&T, a Corporation, bearing date of the 24th day May 2013 for said Corporation has this day acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand this 24th day of May 2013.

Amy Pittman
Notary Public

My commission expires: 7/23/2013



I, Ralph Lorenzetti, Prosecuting Attorney of Jefferson County, West Virginia hereby certify that the above bond is in due and legal form and is conformable to the provision of Article 6, Chapter 7, of the West Virginia Code.

Ralph Lorenzetti
Prosecuting Attorney 2244

STANDING RESOLUTION - FUNDS MANAGEMENT / MORTGAGE LENDING / DEPOSIT SERVICES

AUTHORITY TO PURCHASE, SELL, TRANSFER OR ASSIGN, OR OTHERWISE ENGAGE IN TRANSACTIONS WITH RESPECT TO, SECURITIES AND FINANCIAL INSTRUMENTS OR CONTRACTS

RESOLVED, that each of the following officers may purchase, sell, transact, deal in or otherwise engage in transactions with respect to any of the following: (a) any security (including, but not limited to any note, stock, treasury stock, United States Bonds or other bonds of any nature, mutual funds, debenture, collateral trust certificate, pre-organization certificate or subscription, voting-trust certificate, certificate of deposit, investment contract or certificate of interest, interest of a limited partner in a limited partnership, warrants, subscriptions or any other interest commonly known as a "security"); (b) currency (including any forward or spot foreign exchange agreement), check, draft, bill of exchange, or bank letter of credit; (c) commodity futures contract or forward contract, (including any option, warrant, or right to subscribe to or purchase or sell a commodity futures contract or an option to purchase or sell a commodity or any spot transaction with respect thereto) (d) any loan, debt or evidence of indebtedness (including, but not limited to, any interest or participation in a loan, a group or index of securities, or certificate of deposit, (including an interest therein or based on the value thereof)), (e) any option on any of the foregoing, including an option to purchase or sell any such security, certificate of deposit, loan, interest, group or index, (f) any forward agreement, repurchase or reverse repurchase transaction on any such security, certificate of deposit, loan, interest, group or index, or option, and (g) any swap agreement (including, but not limited to, any interest rate swap, option, future, or forward agreement (including a rate floor, rate cap, rate collar or basis swap)), any currency swap, cross-currency swap or cross-currency rate swap, any agreement in respect of precious metals, any equity index or equity swap, option, future, or forward agreement, any debt index or debt swap, option, future, or forward agreement, any total return, credit spread, credit default, credit index or credit swap, option, future, or forward agreement, any commodity index or a commodity swap or option thereon, and any other agreement or transaction that is similar to any other agreement or transaction referred to herein and that (i) is of a type that has been, is presently, or in the future becomes, the subject of recurrent dealings in the swap markets, and (ii) is a forward, swap, future, or option on one or more rates, currencies, commodities, equity securities, or other equity instruments, debt securities or other debt instruments, quantitative measures associated with an occurrence, extent of an occurrence, or contingency associated with a financial, commercial, or economic consequence, or economic or financial indices or measures of economic or financial risk or value (collectively, "Transactions");

FURTHER RESOLVED, that any and all purchases, sales, assignments or transfers of, or the entering into the foregoing Transactions heretofore or hereafter made by any of the below named officers as authorized by the foregoing resolutions are hereby ratified and confirmed.

FURTHER RESOLVED, that, if any of the below-named officers should no longer be empowered as above as a result of a change in position or employment or otherwise, or if another officer should be so empowered prior to the next regularly scheduled Board meeting at which such officers are named, then the Chief Financial Officer or the Treasurer, acting individually, may remove or add such officer, as the case may be, by written notice to the Secretary or the Assistant Secretary.

FUNDS MANAGEMENT

Daryl N. Bible	Senior Executive Vice President and CFO
Hal S. Johnson	Executive Vice President & Treasurer
Gypsy A. McKenzie	Executive Vice President
John B. Foreman	Senior Vice President
Thomas E. Powell	Senior Vice President
Dorothy Clewis	Senior Vice President
Stuart F. Winikoff	Senior Vice President
Evan S. Gutshall	Vice President
Justin A. LaFramboise	Vice President
Randy Mann	Vice President
Paul A. Slaga	Vice President
Douglas W. Jernigan	Assistant Vice President
Andrew D. Kunkel	Assistant Vice President

MORTGAGE LENDING

Daniel F. Racher	Executive Vice President
Andrew T. Ball	Senior Vice President
Sean G. Mistretta	Vice President
Angela K. Dudley	Assistant Vice President
Timothy M. White	Assistant Vice President
Sarah T. Monger	Banking Officer

DEPOSIT SERVICES

Donna C. Goodrich	Senior Executive Vice President & Deposit Services Manager
William B. Long	Senior Vice President
Kevin L. Willis	Senior Vice President
Christopher Bradley	Vice President

FURTHER RESOLVED, that the following officers are hereby authorized to sign any documents or agreements (including any master agreements), to pledge and receive collateral and to make and receive payments, in each case with respect to the foregoing Transactions, and any such documents, agreements, pledges, receipts and payments heretofore or hereafter made by any of the below named officers as authorized by the foregoing resolutions are hereby ratified and confirmed.

FURTHER RESOLVED, that, if any of the below-named officers should no longer be empowered as above as a result of a change in position or employment or otherwise, or if another officer should be so empowered prior to the next regularly scheduled Board meeting at which such officers are named, then the Chief Financial Officer or the Treasurer, acting individually, may remove or add such officer, as the case may be, by written notice to the Secretary or the Assistant Secretary.

FUNDS MANAGEMENT

Daryl N. Bible	Senior Executive Vice President and CFO
Hal S. Johnson	Executive Vice President & Treasurer
Gypsy A. McKenzie	Executive Vice President
John B. Foreman	Senior Vice President
Ernest M. Sessoms	Senior Vice President
Donna L. Thorne	Senior Vice President
Teresa G. Williams	Senior Vice President
Carrie B. Kinlaw	Vice President
Robert Randal	Vice President
Deborah Harrell-Cayton	Assistant Vice President
Myra R. Musselwhite	Assistant Vice President
Myra I. Edge	Banking Officer
Amy C. Pittman	Assistant Vice President

MORTGAGE LENDING

Daniel F. Racher	Executive Vice President
Andrew T. Ball	Senior Vice President
Daniel F. Ondejko	Senior Vice President

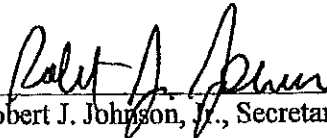
DEPOSIT SERVICES

Donna C. Goodrich	Senior Executive Vice President & Deposit Services Manager
William B. Long	Senior Vice President
Kevin L. Willis	Senior Vice President
Christopher Bradley	Vice President

This is to certify that the foregoing is a true and correct transcript of the resolutions adopted by the Board of Directors of Branch Banking and Trust Company, Fort Lauderdale, Florida, at a regular meeting held April 23, 2013 at which a quorum was present and voting throughout, and said resolutions have not been amended, repealed or modified.

This 26th day of April, 2013.

BRANCH BANKING AND TRUST COMPANY



Robert J. Johnson, Jr., Secretary

AGENDA REQUEST FORM

Name: Steve Rawlings

Department or Entity: West Virginia Risk Pool

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

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: Update on West Virginia Risk Pool customer satisfaction

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

Mr. Rawlings would like to discuss customer satisfaction and expectations

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? **NO**

Contact information:

Email Address: robertmurtosr@frontier.com

Phone number: 304-876-0627

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

AGENDA REQUEST FORM

Name: Seth Rivard

Department or Entity: Planning, on behalf of the Dept of Engineering

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: **Request to schedule a Public Hearing to be held by the County Commission regarding new Stormwater Management Ordinance and associated text amendments to the 2008 Subdivision and Land Development**

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

On July 9, 2013, the Jefferson County Planning Commission will hold a Public Hearing for the purpose of receiving public input regarding the proposed new Stormwater Management Ordinance and associated text amendments to the 2008 Subdivision and Land Development. Subsequent to their hearing, the Planning Commission will forward the draft along with any comments received to the County Commission for their consideration.

This request is for the County Commission to schedule a public hearing before the County Commission on Thursday September 19, 2013. The public hearing would be on the new Stormwater Management Ordinance and associated text amendments to the 2008 Subdivision and Land Development Regulations. The public hearing could be scheduled either during the day or an evening meeting. We are unsure of the level of public interest in this topic.

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

I move to schedule a Public Hearing on the new Stormwater Management Ordinance and associated text amendments to the 2008 Subdivision and Land Development Regulations, on _____ (September 19), 2013 at _____ pm.

AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: County Commission

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

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject:

Interview and Appointment to the Jefferson County Development Authority – four-three year terms ending April 5, 2016.

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

At the May 2, 2013 County Commission meeting, Mr. Reisenweber requested permission of the Commission to add four members to the Development Authority Board. On a unanimous vote, the Commission approved the addition of four members.

The following citizens have submitted letters of interest and resumes for consideration to be appointed to the Development Authority Board for a three year term ending April 5, 2016:

Lyle C. Tabb, IV, David L. Marshall, Shelli Dronsfield and Harry T. Wilkins.

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

Motion to approve/deny the appointment of Lyle C. Tabb, IV, David L. Marshall, Shelli Dronsfield and Harry T. Wilkins on the Jefferson County Development Authority.

Are documents attached? Yes

If not, please explain:

Is a projector needed?

Contact information:

Email Address:

JEFFERSON COUNTY DEVELOPMNET AUTHORITY | 2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
Karan Townsend	4/5/2016	
Howard Mills	4/5/2014	
Connie C. Hammann	4/5/2014	
Annette Gavin	4/5/2014	
James Tolbert	4/5/2014	
Joshua Householder	4/5/2015	
Joe Consentini	4/5/2015	
Eric Lewis	4/5/2015	
Michael Chapman	4/5/2015	
Debra Hovatter	4/5/2015	
Charles Ellison	4/5/2016	
Helen Dettmer	4/5/2016	
P. David Mills	4/5/2016	
Scott Sudduth	Jefferson County Board of Education Liaison	
Gary Kable	Jefferson County Board of Education Liaison Alternate	
Walt Pellish	County Commission Representative	

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>
Lyle C. Tabb	YES	LEFT MESSAGE
David L. Marshall	YES	LEFT MESSAGE
Shelli Dronsfield	YES	LEFT MESSAGE
Harry T. Wilkins	NO – PREVIOUS COMMITMENT	

Minutes

Jefferson County Commission

Thursday, May 2, 2013

A meeting of the Jefferson County Commission was held on Thursday, May 2, 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, and Jane Tabb. Lyn Widmyer was absent with notice. Also present were Debbie Keyser, County Administrator, Cynthia Schott, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the May 2, 2013 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Tabb led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Noland to approve the Minutes of the April 04, 2013 County Commission Meeting with noted correction. Motion seconded and unanimously approved.

Motion by Ms. Tabb to approve the Minutes of the April 16, 2013 Special Session, Laying of the Levy. Motion seconded and unanimously approved.

Motion by Ms. Noland to approve the Minutes of the April 18, 2013 County Commission Meeting. Motion seconded and approved on a vote by Ms. Noland, Mr. Pellish and Mr. Manuel. Ms. Tabb abstained as she was absent for the April 18, 2013 meeting.

APPROVAL OF PURCHASE ORDERS

Motion by Mr. Pellish to approve Purchase Orders in the amount of \$14,101.38 to include P. O. Nos., 51398, 49904, 51609, 51610, 50279, 50280, 50282, 51611, 51565, 51566, 52133, 52135, 50866, 51371, 51558, 51560, 51561, 51562, 51564, 50388, 50389 and 50328. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

Motion by Ms. Noland to approve the accounts payable for April 25, 2013 in the amount of \$411,423.47. Motion seconded and unanimously approved.

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
069715	PAYROLL	AMERICAN FAMILY LIFE ICU		\$ -	\$ 3,792.24	\$ 3,792.24
069716	406	ASSESSOR OF JEFFERSON CO	51399	\$ 45.51	\$ -	\$ 45.51
069717	439	AMERICAN PLANNING ASSOC	50325	\$ 195.00	\$ -	\$ 195.00
069718	425	COMCAST		\$ -	\$ 449.90	\$ 449.90
069719	425	A. F. MCCORMICK	51367	\$ 1,105.00	\$ -	\$ 1,105.00
069720	439	B-K OFFICE SUPPLY INC	50327	\$ 127.27	\$ -	\$ 127.27
069721	PAYROLL	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85

- **Motion by Mr. Manuel to approve the resolution of support for the Jefferson County Development Authority's application for the local Economic Development grant of \$31,008.00 from the West Virginia Development Office, and for the President and the County Clerk to affix their signature to the Resolution. Motion seconded and unanimously approved.**

John Reisenweber on behalf of the Jefferson County Development Authority Board of Directors – Requesting permission to hire a Program Director to replace Whitney Barrett.

- **Motion by Ms. Noland to approve advertising for a Program Director for the Jefferson County Development Authority. Motion seconded and unanimously approved.**

John Reisenweber on behalf of the Jefferson County Development Authority Board of Directors – Requesting permission from the County Commission to advertize for four (4) additional seats on the Jefferson County Development Authority Board.

- **Motion by Mr. Pellish to approve the advertizing for four (4) additional seats on the Jefferson County Development Authority Board. Motion seconded and unanimously approved.**

John Reisenweber on behalf of the Jefferson County Development Authority Board of Directors – Presentation of Commercial Impact Fee Language.

- **Motion by Ms. Tabb to set the public hearing on the Revised Commercial Impact Fee Langue Draft Ordinance 2013-1, as soon as manageable. Motion Seconded.**
- **Motion by Ms. Noland to amend the motion to include changing the document to read – “reducing the fee by 99.5%”. Motion to amend seconded and unanimously approved.**
- **Vote on the main motion as amendment unanimously approved.**

4. Roger Goodwin, Chief Engineer – Requesting a complete release of the Construction Bond security for D & D, L.C. – Dairy Queen Maddex Square Shopping Center (PC File #S06-02) – Letter of Credit #700061429 with Community Bank, Staunton, Virginia.

- **Motion by Ms. Tabb to authorize a complete release of the remaining \$233,846.00 construction bond amount for D & D, L.C. - Dairy Queen Maddex Square Shopping Center (PC File #S06-02). Motion seconded and unanimously approved.**

Roger Goodwin, Chief Engineer – Impact Fee Schedule Update, request for Proposals. After presentation of the FY 2013-2014 Impact Fees Capital Improvement Plan to the County Commission on March 7, 2013, the County Commission directed the Chief Engineer to draft a Request for Proposals to hire a consultant to recalculate the impact fees for the four impact fee entities and to update the fee schedules. The attached Request for Proposals is presented for approval and publication of the Request For Proposal legal advertisement. The four Impact Fee entities are: Schools, Parks & Recreation, Law Enforcement and Fire & Emergency Medical Services.

- **Motion by Ms. Tabb to approve the request for proposal for the recalculation of the Impact Fees and Fee Schedules Update and request School Board to pay 50% of the fee associated with the School Board portion of the cost of the contract work. Motion seconded and unanimously approved.**

NOTICE OF INTENT TO APPOINT

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 13, 2013, or as soon thereafter as the Commission may decide:

Jefferson County Development Authority - (4) unexpired terms ending April 5, 2016
Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414,

prior to the proposed date of appointment.
Additional information regarding these appointments may be obtained by calling the Commission Office at (304)728-3284. 5/15/4t

Certificate of Publication

JEFFERSON PUBLISHING COMPANY, INC., Publisher
SPIRIT OF JEFFERSON ADVOCATE

Charles Town, W. Va. May 15, 20 13

is annexed Notice of intent to appoint

Jefferson Co. Development Authority

for a week for four successive weeks, in the Spirit of Jefferson

to be published in Charles Town, Jefferson County, West Virginia, in the issues of

May 15, 22, 29 & June 5, 20 13

as required by law.

Robert Snyder

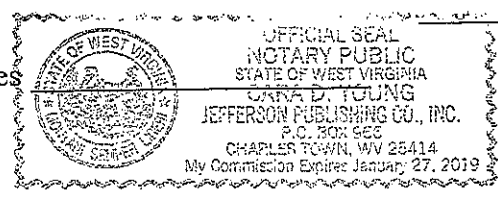
Editor/Manager, Spirit of Jefferson Advocate

State of West Virginia
County of Jefferson

Personally appeared before me, Robert Snyder, Editor/Manager

of the Spirit of Jefferson Advocate, and made oath that the above certificate is true and correct.

Commission expires



Carole D. Young

Notary Public

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 13, 2013, or as soon thereafter as the Commission may decide:

Jefferson County Development Authority - (4) unexpired terms ending April 5, 2016

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

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

SPIRIT OF JEFFERSON:

PLEASE ADVERTISE ON:

May 15, 22 & 29 & June 5, 2013

THANKS - JEFFERSON COUNTY COMMISSION

52 Carter Lane
Harpers Ferry, WV 25425
3 years 4/5/2016
Represents: BOLIVAR

P. David Mills
312 S. Mildred Street
Ranson, WV 25438
w: 725-1010
pdmills@aol.com
3 years 4/5/2016
Represents: RANSON

Walt Pellish
COUNTY COMMISSIONER

Scott Sudduth
1052 N. Childs Road
Kearneysville, WV 25430
724-5141
scott.sudduth@ucdc.edu
Jefferson County Board of Education Liaison

Gary Kable
133 Captain Kime Drive
Charles Town, WV 25414
725-5108
kfoto@frontiernet.net
Jefferson County Board of Education Liaison - Alternate

DEVELOPMENT AUTHORITY

John Reisenweber
Executive Director, Development Authority
P.O. Box 237
Charles Town, WV 25414
28-3255 fax# 725-3133

§7-12-3

Joshua Householder
P. O. Box 1411
Charles Town, WV 25414
office: BCT cell: 304-283-7664
jhouseholder@mybct.com
3 years 4/5/2015

Joe Consentini
P.O. Box 14
Charles Town, WV 25414
304-725-2311
3 years 4/5/2015
Represents: CHARLES TOWN

Eric Lewis
P.O. Box J
Shepherdstown, WV 25443
h: 304-876-2124
w: 304-728-6877
c: 304-279-6574
ejlewis@oll-cpas.com
3 years 4/5/2015

Michael Chapman
P.O. Box 184
Rippon WV 25441
c:304-279-6297
p: 304-728-5804 MCHAPMAN@royalvendors.com
3Years 4/5/2015

Debra Hovatter
309 Morning Calm Lane
Harpers Ferry, WV 25425
H: 304-876-6276
c: 304-216-5835 hovatter5104@comcast.net
3 years 4/5/2015

Charles Ellison
P.O. Box 837
Ranson, WV 25438
p: 304-728-2030
e:Ellison_4@yahoo.com
3 years 4/5/2016 (Espinosa resigned 1/13)

Helen Dettmer

DEVELOPMENT AUTHORITY

Karan Townsend

3 years 4/5/2013

Represents: HARPERS FERRY (RESIGNED Sept 2011, Ira Hale)

Howard Mills

P.O. Box T

Shepherdstown, WV 25443

h: 876-6860

hgmills@citlink.net

3 years 4/5/2014

Represents: SHEPHERDSTOWN

C.C. Hammann

984 Morgan Grove Road

Shepherdstown, WV 25443

h: 876-2386

oldfibre@frontiernet.net

3 years 4/5/2014

Annette Gavin

113 Barrel Horse Drive

Charles Town, WV 25414

c: 304-279-3637

Annette.gavin@pngaming.com

3 years 4/5/2014

Mark Dyck

301 N. Mildred Street, Suite 1

Charles Town, WV 25414

w: 725-8456

mdyck@whga.com

3 years 4/5/2014

James Tolbert

P.O. Box 651

Charles Town, WV 25414

725-7852

jtolber@frontiernet.net

3 years 4/5/2014



Lyle C. Tabb & Sons, Inc.

May 28, 2013

Dear Commissioners of the Jefferson County Commission,

I am writing to express my interest in serving on the Jefferson County Development Authority. I am a local farmer in Jefferson County and I am eager to put my knowledge and enthusiasm to work for my county. The Development Authority could benefit from the input of an agricultural producer and I bring a positive, can-do attitude and a drive to set and accomplish goals to the table. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Lyle C. Tabb, IV". The signature is written in a cursive, flowing style.

Lyle Campbell Tabb, IV

Lyle C. Tabb, IV



(304)-582-9396 (cell) ♦ lyletabb@hotmail.com

Lyle C. Tabb, IV

695 Old Leetown Pike

Kearneysville, WV 25430

PROFILE

I am a fifth-generation family farmer in Jefferson County, WV with education and experience in business management, agricultural practices, and land management. I strive to pair profitability of the farm with conservation of financial and environmental resources. I offer an objective, positive outlook on difficult issues facing Jefferson County agriculture and collaborate well with diverse personalities and work styles. My experience managing a diverse agricultural operation will allow me to provide unique insight and fresh perspective for economic development planning in Jefferson County.

EXPERIENCE

Partner, Stockholder, Crop Manager – Lyle C. Tabb & Sons, Inc. - 2004 – Present

- Conduct day to day management of bookkeeping duties
- Make long-term decisions on usage of acreage, to include tillage, crop rotation, and conservation practices
- Planning and preparing for crop planting, seed orders, fertilizer application, and harvest schedules
- Recycling organic natural waste products
- Assisting cattle herd manager with planning for feed usage and pasture management

President – Jefferson County Farm Bureau – 2013 – Present

- Preside over monthly meetings
- Prepare agenda items
- Facilitate discussion on difficult and controversial issues facing Jefferson County agricultural producers

Employee – Lyle C. Tabb & Sons, Inc. – 1998-2004

- Planned and executed crop planting and harvest
- Maintained farm equipment
- Assisted cattle herd manager with day to day duties

EDUCATION

**B.S. Agribusiness Management and Rural Development – West Virginia University,
Morgantown, WV**

COMMUNITY INVOLVEMENT

Jefferson County Farm Bureau, Board Member – 2007 – Present

- Served as Vice President, 2011-2013
- Led Jefferson County Farm Bureau Young Farmers and Ranchers Committee
- Instituted Book Barn program within Jefferson County Schools
- Planned and managed youth and adult tractor driving and safety contests
- Managed Robert P. McGarry Scholarship for graduating Jefferson County seniors (2012 – present)

Eastern Panhandle Conservation District, Associate Supervisor – 2012 – Present

Jefferson County Extension Service Committee – 2013 – Present

Jefferson County Farm Service Agency County Committee – 2006 – Present (Elected)

- Manage and provide direction for programs instituted by the USDA Farm Service Agency
- Facilitate agency outreach for varied programs offered by the Farm Service Agency

Special Farmer's Market Committee Member, Jefferson County Development Authority – 2011

Jefferson County Agriculture Task Force – Voluntary Member – 2010 – Present

AWARDS AND RECOGNITION

West Virginia Small Business Administration – Family-Owned Small Business of the Year (Family Award) – 2012

West Virginia Young Farmer Achievement Award – State Winner – 2011



David L. Marshall
535 Burlison Lane
Berryville, VA 22611

RECEIVED

JUN 07 2013

May 31, 2013

Commissioner Dale Manuel, President
Jefferson County Commission
P. O. Box 250
Charles Town, WV 25414

Jefferson County Commission

Dear Commissioner Manuel:

I would like to announce my interest in serving on the board for the Jefferson County Development Authority upon recommendation by Mr. John Reisenweber.

My name is David Marshall and I am currently employed by West Virginia University Healthcare and serve as the System Director of Facilities and Biomedical Engineering for Berkeley Medical Center and Jefferson Medical Center.

I am originally from Butler County located in Western Pennsylvania and graduated as an electrical engineer from Point Park University in Pittsburgh in 1985. Most of my twenty-eight year career has been in facilities engineering and planning.

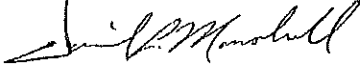
I moved to the Eastern Panhandle of West Virginia in 1997 and worked on the startup and operation of the National Conservation Training Center in Shepherdstown. I lived in Berkeley County for six years until I was transferred to The National Conference Center in Leesburg and moved to Clarke County, Virginia in 2003 where I currently reside with my wife and two children. I joined West Virginia University Hospitals in 2007.

In my past six years with University Healthcare, my responsibilities have included engineering oversight of facility operations and the planning, development and construction of new facilities on the hospital campuses and throughout the surrounding communities. I am currently working on the development of a new medical office building in Windmill Crossing, Charles Town and the strategic planning and development of our new Jefferson Medical Center. This new hospital will be built on fifty acres located on the former Langlet property along the recently opened Route 9 expressway in Charles Town.

My goal is to work with the Charles Town, Jefferson County and the public utilities to advance the infrastructure required to begin our hospital construction in the next three to five years. I am also working other development opportunities for our campus, which may be synergistic to our healthcare business and share in the infrastructure development.

I would appreciate an opportunity to work with the Jefferson County Development Authority as I and our healthcare system share a common goal in the advancement of smart growth, expanded career opportunities and a better quality of life for our community.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "David L. Marshall". The signature is fluid and cursive, with a prominent initial "D" and "M".

David L. Marshall

(304) 261-5984



Office of the President

RECEIVED

JUN 12 2013

P.O. Box 5000
Shepherdstown
West Virginia 25443-5000
T 304-876-5107
F 304-876-6007

Jefferson County Commission

June 11, 2013

Commissioner Dale Manuel, President
Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

Dear Commissioner Manuel,

I am writing to express my interest in serving on the Jefferson County Development Authority Board. JCDA Executive Director John Reisenweber made me aware of the possible opportunity to serve in this capacity. I believe that my combination of higher education, non-profit, and municipal government experiences have provided me opportunities to see how each of these areas intersect with issues related to economic development. My attached resume provides an overview of my work experience and educational background.

Currently, I serve as Chief of Staff to Dr. Suzanne Shipley, President of Shepherd University. I have been at Shepherd for more than five years, and during that time have served in an unofficial role as community and economic development liaison. Having lived in Jefferson County for four years, my professional work has overlapped with my personal interests as I have become increasingly involved in the community.

I appreciate your consideration of me for appointment to the JCDA Board. If you should need additional information, I can be contacted at sdronsf@shepherd.edu or phone 304.876.5107.

Sincerely,

Shelli Dronsfield
Chief of Staff

cc: Mr. John Reisenweber, Executive Director of the Jefferson County Development Authority

SHELLI DRONSFIELD

POST OFFICE BOX 3084 • SHEPHERDSTOWN, WV 25443
MOBILE PHONE (240) 291.8799 • OFFICE PHONE (304) 876.5125
E-MAIL MICHELLEDRONSFIELD@YAHOO.COM

EDUCATION

MASTER OF ARTS, West Virginia University, Corporate and Organizational Communication, May 2012
BACHELOR OF ARTS, Hood College, Communication Arts, 2001

KEY SKILLS AND ATTRIBUTES

- Experienced executive-level higher education administrator and professional nonprofit manager with excellent organizational, project management, and planning abilities.
- Strong communicator, both written and verbal, with ability to develop positive relationships with organizational colleagues and external constituents. Committed to development of strong working relationships through exceptional service, problem-solving, community outreach, and diplomacy.
- Full understanding and experience in all aspects of nonprofit administration including effective utilization of personnel, technological, and data resources; successful community relations and fundraising efforts; sound budgeting and financial management; and program/curriculum development.
- Exceptional attention to details and deadlines related to project, event, and data management with ability to provide leadership, delegate, multitask, and work independently utilizing good judgment and initiative.

EXPERIENCE

SHEPHERD UNIVERSITY, Shepherdstown, WV <i>Chief of Staff/Assistant to the President</i>	2008-present
TRINITY UNIVERSITY, Washington, DC <i>Assistant to the President</i>	2006-2008
CITY OF HAGERSTOWN, Hagerstown, MD <i>Community Development Coordinator, Office of Community Development</i>	2004-2006
DUKE UNIVERSITY, Durham, NC <i>Special Assistant to the Vice President, Office of the University Secretary Project Coordinator, Duke Corporate Human Resources Interim Associate Director and Events Coordinator, Sarah P. Duke Gardens Operations Manager, Duke Corporate Human Resources, Learning and Organization Development</i>	1999-2004
MRDESIGNS, Durham, NC <i>Sole Proprietor (publication and presentation design/management firm)</i>	2001-2004
DURHAM ARTS COUNCIL, Durham, NC <i>Events Manager/CenterFest Coordinator</i>	1997-1999
NORTH CAROLINA COMMUNITY SHARES, Durham, NC <i>Communications Coordinator</i>	1995-1997
MONTGOMERY COUNTY AGRICULTURAL CENTER, Gaithersburg, MD <i>Assistant Executive Director</i>	1991-1995
THE FREDERICK NEWS POST, Frederick, MD <i>Features Writer</i>	1990-1991

LEADERSHIP AND DEVELOPMENT

SHEPHERD UNIVERSITY

- Represent the President and the University at meetings and events involving community members, government officials, and members of the business community. Actively participate in the cultivation of relationships with these constituencies.
- Provide support to the University President as a member of an eight-person Executive Staff team in efforts to realize goals of the strategic plan. Assist in the assessment of progress made.
- Liaison to 12-member institutional governing board. Develop meeting agendas, background papers, and board resolutions for the successful execution of six meetings annually.
- Created the first new member orientation training module for individuals appointed to the Board of Governors.
- Serve as primary point of contact for staff of the state's chancellor's office, legislative aides, and institutional consultants.
- Chair staff committees, including the WV State Employees' Combined Campaign at Shepherd and Founders Day. Results included increased employee participation and, for the campaign, dollars raised.
- Serve as the Office of the President's representative to key institutional committees including the Strategic Plan Committee and Budget Advisory Group.
- Developed the University's first New Employee Orientation program for staff, including curriculum design, presentation creation, and production of materials. Serve as co-facilitator of program offered three times annually.

TRINITY UNIVERSITY

- Developed a redesign plan of administrative staffing functions to increase customer-friendly support of internal and external stakeholders and a team-based, cross-functional operation.

CITY OF HAGERSTOWN

- Created programs and developed resources to assist citizens in forming, maintaining, and growing neighborhood groups through streetscape enhancement and gateway programs, neighborhood clean-up events, toolkits, strategic neighborhood planning facilitation, trainings, networking events, and comprehensive communication initiatives.
- Added four new neighborhood groups and strengthened existing organizations through increased recruitment, leadership development, and volunteer trainings.

DUKE UNIVERSITY

- Represented Duke University's Vice President/University Secretary by attending trustee, faculty, and departmental meetings, communicating sensitive information regarding University policies, financial status, and personnel actions.
- Developed programs and executed work plans for organization-critical initiatives including budgets, timelines, logistics, and materials and presentation production for weekly New Employee Orientation; Duke University Health System Work Culture Survey; Time & Attendance; Managing at Duke; and roll-out of the Severe Weather Survival Kit.
- Managed administrative staff, facilities, and timelines in support of up to five daily professional development classes and technology trainings. Upwards of 300 participants weekly.
- Administered departmental budget in excess of \$1 million, including development of increased revenue streams, identification of cost-saving measures, budget planning, trend analysis, and financial records maintenance.

- DURHAM ARTS COUNCIL
- Generated \$32,500 in corporate sponsorships for 1999 Durham Arts Council community events through development of relationships with business community, creating packages and proposals that combined marketing opportunities for both events.
 - Served as representative on the Lila Wallace Readers' Digest Audience Development Initiative researching and analyzing demographics of arts audiences throughout the Triangle.
 - Completed the Greater Durham Chamber of Commerce's Leadership Durham, receiving leadership training by attending seminars and workshops centered on community-building and community enhancement.
 - Managed Leadership Durham class project of a focus group for Durham Central Park, a downtown revitalization effort, with more than 120 community leaders, business and property owners participating in the one-day event.
- NORTH CAROLINA COMMUNITY SHARES
- Managed the City of Durham Seven Stars Employee-Giving Campaign including promotion, volunteer training and development. Campaign generated employee gifts in excess of \$53,000.
- MONTGOMERY COUNTY AGRICULTURAL CENTER, INC.
- Developed and directed fundraising campaigns and corporate sponsorship marketing, creating in excess of \$225,000 annually in cash and in-kind contributions.
 - Managed relationships with local, regional, and national media outlets as official spokesperson; arranged media requests for consultations with content experts; and conducted interviews for program promotion and crisis management.
 - Served as staff liaison for volunteer committees, including the Board of Directors, the Executive and standing committees.

ADMINISTRATIVE, OPERATIONAL AND EVENT MANAGEMENT

- SHEPHERD UNIVERSITY
- Manage the policies, processes, and day-to-day operations of the University's Office of the President. Includes management of an annual budget of more than \$700,000 spread across six institutional and foundation accounts.
 - Direct the management of the institution's board, including logistics and agenda-setting for meetings and individual interaction with board members to assist in their professional development.
 - Coordinate logistics of annual campus events including all-campus assembly, Administrative Council meetings, Commencement, and Founders Day. Reinforce positive government relations through seamless management of special visits of congressional representatives, including Senators Rockefeller and Manchin, and Representative Capito.
 - Staff search committees for four Executive Staff position searches. Assist in facilitation of committee's selection process.
 - Serve as a member of the Shepherdstown (WV) 250th Steering Committee, liaisons between the University and volunteer committee of town citizens to ensure positive town-gown relations through coordination of in-kind and financial support.
 - Directly supervise the President's Executive Secretary as well as coordinate scheduling and workloads with other Executive Staff members' administrative assistants.

- TRINITY UNIVERSITY
- Coordinated highly visible public events and projects including mass and reception in recognition of then-Speaker of the House, Congresswoman Nancy Pelosi; an academic colloquium, "Public Policy and National Intelligence in a Changing Landscape," Trinity's Summer Seminar in Intelligence for high school students; and annual campus events, including Graduation, Reunion, and Cap and Gown weekends.
- CITY OF HAGERSTOWN
- Assessed and redesigned the City's Neighborhood College, enhancing the quality and delivery of information provided to participants. Defined learning objectives, coached departmental presenters, created interactive curriculum, and modified schedule for a more logical flow.
- DUKE UNIVERSITY
- Recruited more than 200 health care professionals for participation in 18 focus groups about gender climate at Duke University Medical Center as part of the President's Initiative on Women at Duke. Coordinated focus groups and edited final manuscripts in support of the Women's Initiative Report, an analysis of the status and experiences of women at Duke commissioned by former President Nannerl O. Keohane.
 - Coordinated all aspects of one-day training conference for 250 directors and managers of the Duke University Health System, including site selection, contract negotiations, menu planning, audiovisual and staging, and production of print materials.
 - Managed all scheduling, logistics, and billing for meetings, retreats, lectures, receptions, and weddings for the 54-acre gardens and Doris Duke Center. Secured in excess of \$110,000 in rental income during the last six months of FY2002.
 - Hired, trained, and scheduled community and student employees for staffing of Visitors Center Information Desk and after hours event coverage.
 - Created new vendor/renter policies and procedures, and packaged event rental fees based on organization, client and vendor needs. Established strong working relationships with caterers, photographers, equipment rental companies, and other event contractors resulting in a list of recommended vendors for client use.
 - Created administrative and operational infrastructure including accounting, personnel, purchasing, budgeting, facility management, and data/file management to support director's redesigned department within Duke University's Human Resources division.
 - Directed projects including an administrative re-engineering, departmental communication and marketing plans, publication management, Web-site development, and logistical support of organization-wide initiatives.
 - Secured all travel arrangements, including air and ground transportation, lodging, and meals, and coordinated interview scheduling of more than 30 prospective employees.
- DURHAM ARTS COUNCIL
- Created and implemented successful events office proposal to combine resources, management, and budgeting of the Durham Arts Council's two major events, the CenterFest street arts festival with an estimated 65,000 attendees and artists, and Edible Arts, a fundraising event featuring more than 25 restaurants and performers.
 - Managed all aspects of CenterFest of corporate sponsorship sales, budgeting, marketing, vendor/volunteer recruitment, site logistics, and personnel. Interfaced with corporate sponsors, visual artists, vendors, presenters, volunteers, city police and other departments, and downtown businesses.
- NORTH CAROLINA COMMUNITY SHARES
- Scheduled staff and volunteer travel for participation in workplace fundraising campaign events throughout the State of North Carolina.
 - Coordinated donor development activities and data management.

- MONTGOMERY COUNTY AGRICULTURAL CENTER, INC.
- Proposed and implemented budget in excess of \$750,000, with supervisory emphasis on revenue-generating line items and strategic marketing expenses.
 - Directed public relations, marketing, event management, and fundraising for volunteer membership organization of 2,500 and sponsor of the nine-day Montgomery County Agricultural Fair with estimated attendance of 400,000 fairgoers, exhibitors, and entertainers.
- FREDERICK NEWS-POST
- Managed advertisement placement for twice-daily newspaper.

COMMUNICATIONS

- SHEPHERD UNIVERSITY
- Create and implement project plans for communications to university constituencies. Efforts include the annual all-campus assembly, monthly meetings of campus constituency groups, and initiative-specific meetings such as the Crossroads Conversations, a series of meetings facilitated by the President for final faculty and staff input into the Shepherd University Crossroads Strategic Plan.
 - Design, write and edit supporting materials, including press releases, training manuals, Web-sites, speeches, presentations, grant applications, and presidential correspondence that effectively communicate the University's strategic initiatives and core messages. Examples include annual board training manual, employee orientation materials, and bi-monthly board agenda books.
 - Collaborate with vice presidents responsible for direct oversight of the institution's messaging and marketing efforts to develop communications strategies and implementation plans.
 - Develop communications plan, Web-site, presentations, and FAQ materials for pedestrian underpass capital project. Serve as communications representative and administrative coordinator to the project committee.
 - Respond to institutional complaints directed to the Office of the President from students, employees, and community members.
- TRINITY UNIVERSITY
- Managed websites for the Office of the President and special programs, including content development and posting of current information. Pilot team member in the migration to a content management system.
- CITY OF HAGERSTOWN
- Created monthly e-newsletter for distribution to neighborhood volunteers providing information about city services, events, and resources.
 - Primary presenter for the City of Hagerstown to community and civic organizations regarding opportunities for engaging in neighborhood development efforts.
- DUKE UNIVERSITY
- Researched, wrote, and edited scripts, position papers, background materials, meeting minutes, resolutions, and constituent correspondence for the University President, Board of Trustees Chair, and other executive level administrators.
 - Interfaced with executive level administrators and officials in key message development and agenda setting for the effective facilitation of monthly trustee meetings.
 - Edited content and formatted layout of electronic faculty handbook.
 - Redesigned image identity and corresponding materials, including presentations, publications, and Web-sites to market professional development workshops, trainings, and consultancy services for increased enrollment and revenues.

- MRDESIGNS
- Developed presentations, facilitator manuals, and participant workbooks for the Gill Foundation for use in nationwide volunteer trainings.
 - Created job aids for implementation of new accounting and procurement processes for Duke University.
 - Designed newsletters, event invitations, and promotional brochures for the Durham Arts Council, the Environmental Federation of North Carolina, Triangle Hospice, and EarthShare North Carolina.
- DURHAM ARTS COUNCIL
- Developed image, created site map, and wrote content for inaugural CenterFest Web-site.
 - Created annual media kits for distribution to regional media outlets in the Raleigh-Durham market.
- NORTH CAROLINA
COMMUNITY SHARES
- Coordinated all communications and public relations efforts for North Carolina Community Shares in support of statewide annual workplace giving campaigns, netting in excess of \$120,000 in employee gifts.
- MONTGOMERY COUNTY
AGRICULTURAL
CENTER, INC.
- Directed public relations, marketing, event management, and fundraising for volunteer membership organization of 2,500 and sponsor of the nine-day Montgomery County Agricultural Fair with estimated attendance of 400,000 fairgoers, exhibitors, and entertainers.
 - Created annual press kits through interviews, research, writing, and editing, to include news releases, tip cards for feature articles, and photos for distribution to Washington, D.C.-metro media contacts. Planned and hosted annual Media Day at the Fair.
- FREDERICK NEWS-POST
- Interviewed, researched, wrote, and edited feature stories for the Family and Entertainment sections.
 - Created page layouts for feature sections twice weekly.

June 11, 2013

Commissioner Dale Manuel, President
Jefferson County Commission
P. O. Box 250
Charles Town, WV 25414

Dear Dale:

As a resident of Jefferson County, I am pleased to have the opportunity to serve as a board member of the Jefferson County Department Authority. I discussed the responsibilities of board members with John Reisenweber and am anxious to make a contribution in any way I can. Please find my resume attached. Below is my contact information. Let me know if you need anything else and how you would like to proceed.

Sincerely,



Harry T. Wilkins
Executive Vice President and CFO

Home: 142 Sheriden Drive
Charles Town, WV 25414
(410) 746-5375 – mobile
(304) 724-3722 – work
hwilkins@apus.edu

Enc: Resume
cc: John Reisenweber

RECEIVED

JUN 13 2013

Jefferson County Commission

**Mr. Harry T. Wilkins, CPA
Executive Vice President and Chief Financial Officer
American Public Education, Inc.
American Public University System**

Mr. Harry T. Wilkins, CPA, joined APUS as the Chief Financial Officer and Executive Vice President in January 2007, after having served on the institution's Board of Trustees and Board of Directors for three years. He and his wife, Helen, are residents of Jefferson County, West Virginia.

Mr. Wilkins is a founding partner of Grandizio, Wilkins, Little & Matthews, LLP, a Baltimore-based CPA firm specializing in consulting for postsecondary education clients since 2001. Prior to 2001, Mr. Wilkins served as Chief Financial Officer and Chief Operating Officer of Strayer Education, Inc. He joined Strayer Education, Inc. in 1991 shortly after it was purchased for \$5 million, and left in 2001 when it was a public company with an \$840 million market capitalization.

From 1984 to 1991 Mr. Wilkins served as Director in the accounting firm of Wooden & Benson, specializing in audits of education companies. From 1979 to 1984 he was a senior consultant with Deloitte Touche (then Deloitte Haskins & Sells) where he assisted clients in raising venture capital and public offerings of securities.

Mr. Wilkins received a B.A. degree in Accounting and his Masters of Professional Accountancy from Loyola College in 1978 and 1980 respectively.

AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject:

Interview and Appointment to the Public Service District as a Customer Liaison (CL)

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

On March 29, 2013 the West Virginia Public Service Commission issued a final order in a case filed by the Jefferson County Public Service District (JCPSD). Among the results of the case is the new position of a Customer Liaison (CL). The CL will be appointed by the Jefferson County Commission to enhance communication between the Board of JCPSD and its customers. A CL shall be appointed to serve until the Jefferson County Commission appoints a customer of the District or a board member becomes a customer. Mr. Charles Cheezum has submitted a letter of interest and a resume for consideration for appointment.

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

Motion to approve/deny Mr. Charles C. Cheezum appointment to the Jefferson County Public Service District as a Customer Liaison.

Are documents attached? yes

If not, please explain:

Is a projector needed?

Contact information:

Email Address:

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT | 2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
JIM CUMMINS	12/1/2013	
PETER APPIGNANI	12/1/2015	
WILLIAM STRIDER	12/1/2017	

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>
CHARLES C. CHEEZUM	YES	YES

To: All Jefferson County Public Service District Sewer Customers
From: Susanne Lawton, General Manager
Date: May 6, 2013
Re: Customer Liaison
PSC Case No. 12-0513-PSD-42T-PC

Hello:

On March 29, 2013 the West Virginia Public Service Commission issued a final order in the abovementioned case filed by Jefferson County Public Service District (JCPSD). Among the results of the case were a 3% increase in the sewer rate which you see reflected in the enclosed bill and the new position of a Customer Liaison (CL). The CL will be appointed by the Jefferson County Commission to enhance communication between the Board of JCPSD and its customers. The CL position will be available until the County Commission appoints a JCPSD customer to the Board or a Board Member becomes a customer.

There is only one requirement for applying to be the CL which is that the applicant must be a customer of record actively receiving sewer service from JCPSD. The CL will sit at the table with the Board, District employees, the Jefferson County Commission liaison and the District's consultants. The CL cannot vote nor can the CL discuss an item once a motion is before the Board. There will be a designated item on the agenda for the CL to speak during the public session of the Board meetings. The CL is a member of the public and shall be excluded from the executive sessions of the District's Board meetings. The name and contact information of the CL shall be posted on JCPSD's website. The District will provide the CL with information regarding items on the agenda of the Board's meeting which do not fall within the exceptions identified or referenced in W.Va. Code § 6-9A-4(b) without requiring the CL to issue a Freedom of Information Act under W.Va. Code § 29B-1-1 et.seq. The CL's role is as a liaison between the District and customers; and the CL shall not have any role in the daily operations of the District. District personnel are not required to meet with the CL except at Board meetings. The Board may determine it wants the CL to have additional responsibilities and the CL will still be able to issue a Freedom of Information Act request for items not on the agenda.

Please send your letters of interest including your JCPSD Sewer Account #, to: nhosby@jeffersoncountywv.org or mail to P.O. Box 250, Charles Town, WV 25414.

The Jefferson County Commission will appoint a CL on June 27, 2013. Interested persons should send in letters of interest and/or resumes no later than June 13, 2013.

If you would like to read the final order of the Public Service Commission, it can be found on their website which is <http://www.psc.state.wv.us>. If you do not have computer access and would like a hard copy, please call our office at 304-725-4647 and we will arrange for a copy to be made available to you. Questions can be directed to Susanne Lawton, General Manager, at the same phone #.

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, ~~June 27, 2013~~, or as soon thereafter as the Commission may decide:

Public Service District Customer Liaison - The County Commission shall appoint a Customer Liaison to serve until the Jefferson County Commission appoints a customer of the District or a board member becomes a customer

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

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

SPIRIT OF JEFFERSON:

PLEASE ADVERTISE ON:

May 15, 22, 29, 2013 & June 5, 2013

THANKS - JEFFERSON COUNTY COMMISSION

Code Ch. 5G on a project specific basis. The District further agrees that all engineering services shall adhere to the American Society of Civil Engineers fee curve for design phase costs unless granted a waiver by the West Virginia Infrastructure and Jobs Development Council.

8. Following the approval of this Joint Stipulation by a final order of the Commission, the District will enhance communication between its Board and customers by appointing a Customer Liaison (CL). The District shall provide notice in the bills issued in the month following the approval of the creation of the CL of the opportunity for any customer of record actively receiving sewer service from the District to nominate oneself or another customer to the Jefferson County Commission for appointment as the CL. The Jefferson County Commission shall appoint a CL no later than 90 days after the notice of the CL is issued. The District will file the name and phone number of the Customer Liaison as a closed entry in this case. At District Board meetings, the CL will sit at a table with the Board, District employees, the Jefferson County Commission liaison, and the District's consultants. The CL cannot vote nor can the CL discuss an item once a motion is before the Board. The Board shall include on its agenda a designated agenda item for the CL to speak during the public session of Board meetings. The CL is a member of the public and shall be excluded from the executive sessions of the District's board meetings. The name and contact information of the CL shall be posted on the PSD's website. The District shall provide the CL with information regarding items on the agenda of the Board's meeting which do not fall within the exceptions identified or referenced in W.Va. Code § 6-9A-4(b) without requiring the CL to issue a Freedom of Information Act request under W.Va. Code § 29B-1-1 et. seq. The CL's role is as a liaison between the District and customers; and the CL shall not have any role in the daily operations of the District. District personnel are not required to meet with the CL except at Board meetings. This Stipulation in no way limits the CL should the Board determine it wants the CL to have additional responsibilities nor does it limit the CL should he/she wish to issue a Freedom of Information Act request for items not on the agenda. **The County Commission shall appoint a CL to serve until such time as the Jefferson County Commission appoints a customer of the District as a board member or a board member becomes a customer.**

9. This Joint Stipulation is entered into subject to the acceptance and approval of the Commission. It is made without any admission or prejudice to any other

NOTICE OF INTENT TO APPOINT

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 27, 2013, or as soon thereafter as the Commission may decide:

Public Service District Customer Liaison-The County Commission shall appoint a Customer Liaison to serve until the Jefferson County Commission appoints a customer of the District or a board member becomes a customer

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

Additional information regarding these appointments may be obtained by calling the Commission Office at (304)728-3284. 5/15/4t

as required by law.

Certificate of Publication

JEFFERSON PUBLISHING COMPANY, INC., Publisher
SPIRIT OF JEFFERSON ADVOCATE

Charles Town, W. Va. May 15 20 13

the annexed Notice of intent to appoint

PSD Customer Liaison

a week for four successive weeks, in the Spirit of Jefferson

published in Charles Town, Jefferson County, West Virginia, in the issues of

May 15, 22, 29 & June 5, 20 13,

Robert Snyder

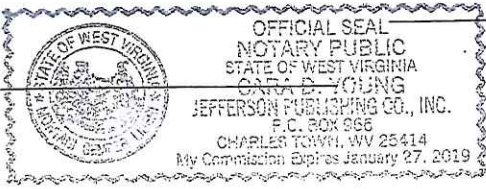
Editor/Manager, Spirit of Jefferson Advocate

State of West Virginia
County of Jefferson

Personally appeared before me, Robert Snyder, Editor/Manager

of the Spirit of Jefferson Advocate, and made oath that the above certificate is true and correct.

Commission expires



Cara D. Young

Notary Public

RECEIVED

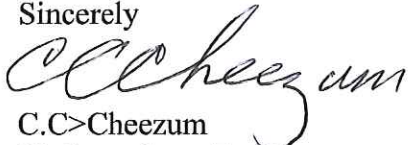
JUN 19 2013

Jefferson County Commission

Dear Commissioners,

Please accept this letter and attached Letter of Experience as my request to be selected as Customer Liaison with the Jefferson County Public Service District (JCPSD) This new position will assist in ensuring that the resident ratepayers and the county residents in general are provided an ongoing program of "Health, Comfort and Convenience." In my view, this new position will enhance the efforts of the Board of Directors and PSD staff to better accomplish the goal of "Service" to all customers, present and future. Our county is growing and we must look to that part of our future that is coming and achieve those goals.

Sincerely



C.C>Cheezum
32 Canterbury Trail
Charles town W.V. 25414
304 724 1705

See attach. 1, 2

Statement of Training and Experience

I am providing a Copy of a General Summary of my Employment History as well as Education and Public Service. In addition to that information, I was detailed for a period of time to the Engineering Dept. of the U.S. Postal Service Facilities Acquisition and Facilities Planning. In that capacity, I learned Facilities Construction including Utilities and Related matters. Eventually I assisted in the Audit of The Operational Cost and Use of Major Postal Facilities in the U.S. Also I followed up in Puerto Rico when Major Facilities were Planned.

In view of my experience, I believe I will offer sound assistance to the JCPSD Board of Directors and its staff.



C.C. Cheezum
32 Canterbury Trail
Charles town W.V. 25414
304 724 1705

attach #1

CHARLES C. CHEEZUM
32 CANTERBURY TRAIL
CHARLES TOWN, WV 25414
304 724 1705

SUMMARY: Six (6) years West Virginia Judiciary (Magistrate Court)
Twenty-Three (23) years in Administration, Personnel
Management, Planning/ Budget, Liaison and Investigation
Of Criminal and Civil Matters at Sub-Cabinet Level of
U.S. Postal Inspection Service.
Assigned as Field Inspector to fraud and Prohibited
Mailings, Facilities Planning and Acquisition, Internal
And External Crimes, Personnel Security and Audits-
Accounts, Facilities and Vehicles.
U.S. Representative - INTERPOL.

EDUCATION: Continuing Studies, American Judges Association
Training Academy.
B.S. Degree, Univ. of Maryland (Military Science-
Business Management)
Executive Development & Executive Fellow Program
At Univ. of Virginia, Darden School of Business.
Para-Legal Document - Univ. of Maryland
Post Graduate Studies - Shepherd College, Elizabeth
City State Univ. College of The Albemarle.
Various Training Programs in Education, Law. Facilities
And Land Acquisition, Child Protection and Mediation.

PUBLIC SERVICE:

Member, Perquimans County Board of Education
Member, NC Guardian Ad Litem Program
Mediator, Albemarle Dispute Settlement Center
Treas., Jefferson County Parks and Recreation
Commission
Mediator for Criminal and Civil Matters, NC Courts
Coordinator for County(s) Volunteer Income Tax Assistance
Volunteer, Literacy Volunteers of America
Volunteer, Instructor, 55 Alive Safe Driving Program
Volunteer, Hertford Middle School Reading Program
Life Member Veterans of Foreign Wars
National Assoc. Retired Postal Inspectors
Korean War Veterans Association
Member, Perquimans Arts League
Member, Durants Neck Ruritan
Member, Maryland State Board, Children With Learning
Disabilities

attach. # 2

AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: County Commission

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

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: Interview and Appointment to the Zoning Board of Appeals for one-three year term ending January 1, 2016.

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

There is one vacant seat on the Zoning Board of Appeals for one-three year term ending January 1, 2016. The opening was advertized for a January appointment with no interest. Mr. Jeffrey C. Bannon has submitted a letter of interest and a resume for consideration of appointment.

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

Motion to approve/deny the appointment of Jeffrey C. Bannon on the Zoning Board of Appeals.

Are documents attached? Yes

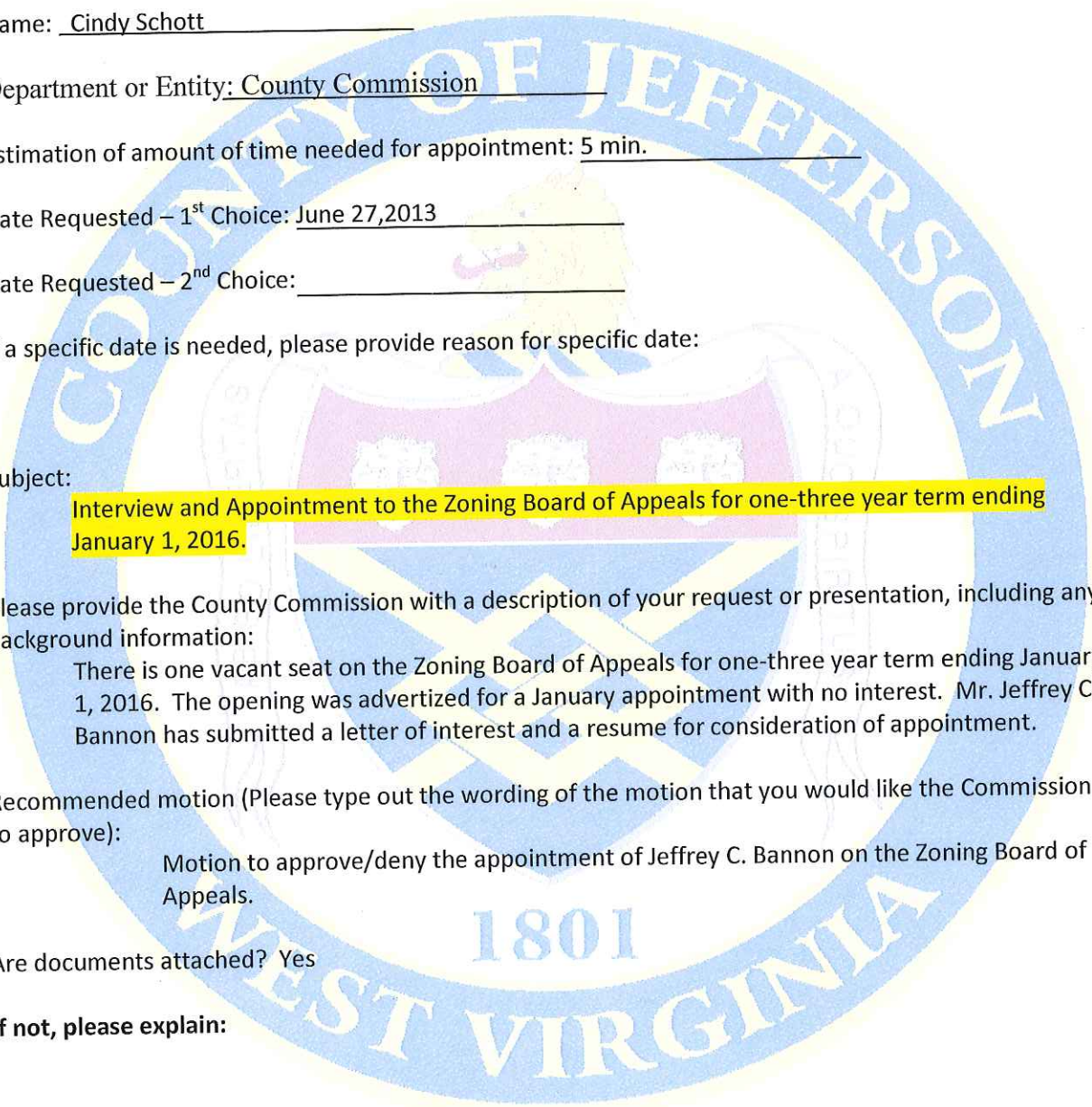
If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:



JEFFERSON COUNTY ZONING BOARD OF APPEALS | 2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
J. TYLER QUYNN	1/1/2014	
JEFFREY DORAN BRESEE	1/1/2014	
CHRISTY HUDDLE	1/1/2015	
EDWIN T. KELLY, II	1/1/2015	
ALTERNATE	VACANT – 1/1/2014	
ALTERNATE	VACANT – 1/1/2015	
ALTERNATE	VACANT -1/1/2016	

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>
JEFFREY C. BANNON	YES	LEFT MESSAGE

ZONING BOARD OF APPEALS

Vacant

3 years 1/1/2016 (Status Unknown)

J. Tyler Quynn
P.O. Box 430
Charles Town, WV 25414
304-279-8821 (Brusco resignation)
3 years 1/1/2014

Jeffrey Doran Bresee
300 Strider Road
Kearneysville, WV 25430
304-728-8247
3 years 1/1/2014

Christy Huddle
1220 W. Ridge St.
Harpers Ferry, WV 25425
535-2759 huddlec@yahoo.com
3 years 1/1/2015

Edwin T. Kelly, II
33 River View Drive
Harpers Ferry, WV 25425
724-6553 w: 301-738-5690
EKelly@mcecorp.com
3 years 1/1/2015

ALTERNATES:

Vacant: 1/1/2013

Vacant: 1/1/2014

Vacant 1/1/2015

§8A-8-4

NOTICE OF INTENT TO APPOINT

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, January 3, 2013, or as soon hereafter as the Commission may decide:

Jefferson County Property Safety Enforcement Agency-One unexpired term ending February 1, 2013

Eastern Panhandle Transit Authority-Two unexpired terms ending January 31, 2015

Potomac Headwaters RC&D-One unexpired term ending January 31, 2014

Board of Zoning and Appeals-One unexpired term ending January 1, 2014 & three Alternate positions ending January 1, 2014, 2015 & 2016

Harpers Ferry/Bolivar Public Service District-One unexpired term ending June 30, 2012

Water Advisory Committee-Two unexpired terms ending January 31, 2015 & Three (3 year) terms ending January 31, 2016

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 3284, Charles Town, WV 25414, to the proposed date of appointment or email rnosby@jeffcountywv.org.

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

4i

Certificate of Publication

JEFFERSON PUBLISHING COMPANY, INC., Publisher
SPIRIT OF JEFFERSON ADVOCATE

Charles Town, W. Va. December 5, 20 12

is hereby annexed Notice of intent to appoint

to Property Safety Enforcement; EP Transit Authority, etal ...

for a week for four successive weeks, in the Spirit of Jefferson

as published in Charles Town, Jefferson County, West Virginia, in the issues of

December 5, 12, 19, 27, 20 12

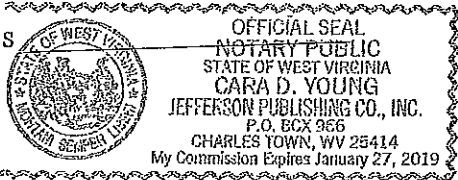


Editor/Manager, Spirit of Jefferson Advocate

Witnessed before me, Craig See, Editor/Manager

Spirit of Jefferson Advocate, and made oath that the above certificate is true and correct.

Cara D. Young
Notary Public



Jeffrey C. Bannon

8036 Shepherdstown Pike
Shepherdstown, WV 25443
jeffrey.bannon@gmail.com
304-876-1526

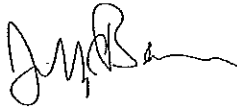
June 19, 2013

Dale Manuel, President
Walt Pellish, Vice President
Lyn Widmyer, Commissioner
Patsy Noland, Commissioner
Jane Tabb, Commissioner
Jefferson County Commission
P.O. Box 250, Charles Town, WV 25414

Dear Commissioners:

I would like to be considered for appointment to the Jefferson County Board of Zoning Appeals. I believe that my skills and experience qualify me to this position. My resume is attached.

Yours,

A handwritten signature in black ink, appearing to read 'JCBannon', written in a cursive style.

Jeffrey C. Bannon

Jeffrey C. Bannon, Esq.

Consultant and counsel on statistical proof, EEO/HR Data,
and electronic discovery

Equitas Publishing, LLC
8036 Shepherdstown Pike
Shepherdstown, WV 25443
304-876-1526
jeffrey.bannon@gmail.com

Expertise in statistical proof, creation of litigation databases, and electronic discovery.
Extensive experience in the litigation of employment discrimination actions in the federal
district and appellate courts.

EMPLOYMENT HISTORY

Principal and Consultant, Equitas Publishing, October 2012 – present
Assistant General Counsel for Technology, U.S. Equal Employment Opportunity Commission,
Washington, D.C., August 1999 – October 2012
Regional Attorney, District Office, EEOC, Dallas, TX, August 1989 – August 1999
Appellate Attorney, EEOC, Washington, DC, July 1982 – July 1989
Trial Attorney, EEOC, Chicago, IL, and New York, NY, November 1977 – June 1982
Adjunct Professor of Law, Southern Methodist University School of Law, Dallas, TX, Spring 1993

TECHNICAL EXPERIENCE

EOSTAT. Wrote computer software for EEO litigation consisting of three modules: **Paycalc** calculates amounts of backpay, including compound interest, owed to victims of employment discrimination; **Square** analyzes cross-tabulated data and applies Chi Square and Fisher's Exact tests; **Avail** compares selections to an availability percentage and uses the binomial and the normal approximation to the binomial to calculate statistical significance.

EEO-1 Desktop. Wrote software to analyze employers' EEO-1 reports, comparing companies to others in similar industries and localities. Written in Delphi and SQL.

IMS/Litigation. Joined EEOC's Office of Information Technology team and developed Oracle database system to track agency's enforcement litigation.

ATS (Appellate Tracking System). Wrote software to track EEOC's appellate litigation in the U.S. Courts of Appeals and Supreme Court.

Knowledge of SAS, Oracle PL-SQL, Delphi, SQL programming languages.

PUBLICATIONS

Electronic Discovery in Employment Cases, ABA National Conference on EEO Law, La Jolla, California, March 23, 2006

Current Issues in Statistics and Employment Discrimination, Proceedings of New York University 38th Conference on Labor, June 1985

Contributor to B. Lindemann Schlei, *Sexual Harassment in Employment Law* (1992) & 1994 Supplement

Contributor to B. Lindemann, *Age Discrimination in Employment* (2000)

BAR MEMBERSHIPS

U.S. Supreme Court

U.S. Courts of Appeals for the First, Second, Third, Fifth, Sixth, Eighth, Ninth, Tenth, and Eleventh Circuits

U.S. District Court for the Northern District of Texas

U.S. District Court for the District of Connecticut

State of Connecticut

State of West Virginia

EDUCATION

J.D. with Honors, University of Connecticut School of Law, Hartford, CT, June 1977

B.A., Philosophy, Yale College, New Haven, CT, June 1973

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

AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: Jefferson County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 06-27-2013

Date Requested – 2nd Choice: _____

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

Subject: **Interview and Appointment to the West Virginia Eastern Panhandle Transportation Authority for one-four year term ending July 1, 2016.**

Please provide the County Commission with a description of your request or presentation, including any background information: **The following citizen request reappointment to the West Virginia Eastern Panhandle Transportation Authority for one - four year term ending July 1, 2016 – Dale Manuel.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to reappoint Dale Manuel to one - four year term ending July 1, 2016 on the West Virginia Eastern Panhandle Transportation Authority for one – four year term ending July 1, 2016.**

Attachments: **NO**

WEST VIRGINIA EASTERN PANHANDLE
TRANSPORTATION AUTHORITY

2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
EUGENE D. PEARSON	7/1/2014	
G. WARREN MICKEY	7/1/2014	
DALE MANUEL	7/1//2013	TO BE REAPPOINTED

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>
DALE MANUEL	YES	YES

West Virginia Eastern Panhandle Transportation Authority

Eugene D. Pearson
P.O. Box 1005
Charles Town, WV 25414
304-725-1746
4 year term: 7/1/2014

G. Warren Mickey
Meadow Spring Farm
377 Roper North Fork Road
Charles Town, WV 25414
304-725-8363 304-728-9472 fax
jrmick@frontiernet.net
4 year term: 7/1/2014

Dale Manuel
75 Porter Way
Charles Town, WV 25414
304-725-8160
dmanuel@frontiernet.net
4 year term: 7/1/2013

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Mike Wiley

Department or Entity: Beallair Homes, LLC

Estimation of amount of time needed for appointment: 10 Minutes

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: July 11, 2013

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

Subject: **Request from Beallair Homes, LLC for the County Commission's consideration of releasing Beallair Homes, LLC for the Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision and also the First Amendment to Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision subject to conditions noted below.**

Please provide the County Commission with a description of your request or presentation, including any background information: **Beallair Homes, LLC hereby respectfully requests the Jefferson County Commissioner's acceptance and approval of the attached request for subsequent notation of lien release within the Agreement and Amendment executed and/or recorded Clerk's Land Records.**

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

"I hereby approve:

1. The Beallair Subdivision, Phase 2, 71 Lots *Performance Bond and Construction Bond Estimate Form*, both subject to Staff's approval of same and final execution by Developer and Surety thereafter; and
2. The release of Beallair Homes, LLC from the *Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision* submitted by Beallair Homes, LLC, and request the lien release to be affixed to that same document recorded in the Land Records of the Clerk of the County Commission of Jefferson County, WV, in Deed Book 1096 at Page 547, upon provision of the executed aforementioned *Performance Bond*; and
3. The release of Beallair Homes, LLC from the *First Amendment to Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision* and request the lien release to be affixed to that same document recorded or to be recorded in the Land Records of the Clerk of the County Commission of Jefferson County, WV, upon provision of the executed aforementioned *Performance Bond*."

Attachments: Request letter, Recorded Agreement, Signed First Amendment, 01/17/13 Commissioners meeting minutes, draft Bond Estimate and Bond Form.

MTW/mtw/W:\BEALLAIR (BA)\Beallair Land Development\Construction Bond Forms\Phase 2 - take off draft\71 Lots\AGENDA REQUEST FORM - release from tolling agreements.doc



June 18, 2013

Dale Manuel, President
Jefferson County Commission
P.O. Box 250
124 East Washington Street
Charles Town, WV 25414

RE: Beallair Phase 2 Tolling of Bonding Release Request

Dear President Manuel:

Beallair Homes, LLC ("Beallair") hereby requests the County Commission's (the "Commission") consideration to release Beallair from its obligations outlined in the recorded *Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision* (the "Agreement"; copy enclosed) and unrecorded *First Amendment to Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision* (the "Amendment"; copy enclosed).

We are requesting the Amendment because interest in our development has dramatically improved over the last 6 months. For the 84 lots recorded in Phase 2, of which the Commission released 13 on January 17, 2013, we will now need to offer the additional 71 recorded lots for sale in a very short timeframe. With this request we acknowledge our requirement of restoration of the Site Improvements bond (copy enclosed) at current prices, estimated at \$1,795,418.48 (copy enclosed) and subject to staff review/approval prior to our and Surety's execution of the Performance Bond.

For your information, we previously provided the Commission with \$10,000 cash surety as well as a Deed of Merger to support the aforementioned Agreement, which was then executed by Beallair and former President Noland, and recorded in the Land Records or the County Clerk's office in Deed Book 1096 at Page 647 (copy enclosed) on July 21, 2011. Thereafter, due to moderate improvement in market conditions, we requested and the Commission approved the aforementioned Amendment on January 17, 2013. We then subsequently executed and forwarded same to the County Engineer on February 21, 2013. Note we have no record of its execution or recordation by the Commission staff. We also subsequently provided a Performance Bond #BRIFSU0613433 surety in the amount of \$272,333.55 to staff on March 21, 2013 to support the infrastructure for the thirteen (13) lots released under the Amendment.

THE WORMALD COMPANIES

5283 Corporate Drive, Suite 300, Frederick, MD 21708 | Main 301.695.6614 | Fax 301.695.6646

www.wormald.com

Dale Manuel, President
Beallair Phase 2 Tolling Agreement and Amendment Release Request
June 18, 2013
Page 2 of 2

We trust the enclosed will be considered favorably for approval by the Commissioners. If you have any questions regarding any of the enclosed, please do not hesitate to contact me at your earliest convenience by telephone at (301) 695-6614 x204 or by email at mike.wiley@wormald.com.

Sincerely,

BEALLAIR HOMES, LLC



Michael T. Wiley, PE, PS
Vice President

Encl.

cc: Edward E. Wormald
Robert K. Wormald, Jr.
Becky Burns
Roger Goodwin, PE
Stephanie Grove, Esq.
Nichelle Adams Hosby
Sandy Slusher McDonald
File: BA-2.1.1/6.2.9.2

MTW\mtw\W:\BEALLAIR (BA)\Beallair Land Development\Construction Bond Forms\Phase 2 - take off draft\71 Lots\LTR - Manuel - Tolling Agreements Release 06-13-13.doc

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

Beallair Phase 2 Subdivision

THIS AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into as of the 21st day of July, 2011, by BEALLAIR HOMES, LLC ("Declarant"), and the COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA (the "County Commission").

WHEREAS, Declarant is the owner of a certain tract of land located in Jefferson County, West Virginia, legally described in the deed found recorded in the Jefferson County Clerk's Office in Deed Book 975 Page 635 (the "Land"); and

WHEREAS, the Land has been legally subdivided (the "Subdivision") into Beallair Phase 2 Subdivision consisting of eighty-four (84) single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on July 18, 1979 (the "Subdivision Ordinance"), and as shown on that certain plat entitled "Final Plat Showing Lots 50-133 and Residue Parcel A Beallair - Phase 2" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 Page 91 (the "Final Plat"); and

WHEREAS, Declarant posted a bond with the County Commission, in the form of Letter of Credit, in the amount of \$1,325,241.91 (the "Existing Infrastructure Bond") to secure the completion of all infrastructure improvements to be made in connection with the development of the Subdivision (the "Infrastructure Improvements") as itemized on that certain Construction Bond - Estimate, dated December 20, 2006 (the "Bond Estimate"), and approved by the Jefferson County Department of Planning, Zoning & Engineering (the "Department") on January 3, 2007; and

WHEREAS, due to economic conditions in the homebuilding industry, the Declarant has decided to delay construction of the Infrastructure Improvements and, accordingly, has requested that the County Commission modify the Declarant's original bonding obligations with respect to the Subdivision (the "Original Bonding Obligations") until such time as the Declarant commences construction of the Infrastructure Improvements; and

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

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

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

2. **Modification of Original Bonding Obligations**

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

(i) The Declarant submits to the Department a surety in the amount of \$10,000 as a Site Stability Bond.

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

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

(ii) No Infrastructure Improvements, including without limitation any Site Stability Work, shall occur or be permitted on the Land (other than the continuance of an agricultural use

existing on the land prior to this agreement, and/or mowing and other routine maintenance required to preserve the appearance of the Land and the health and safety of the community) unless and until the Declarant submits to the Department, and the Department approves, a new cost estimate for all Infrastructure Improvements, and the Declarant posts an approved surety with the County Commission in the amount of 115% of said estimate in accordance with the Bonding Policy (the "New Infrastructure Bond"). Upon posting of the New Infrastructure Bond, and provided Declarant is not then in default under this Declaration, the County Commission shall return the surety for the Site Stability Bond to the Declarant.

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

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

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

5. **Covenant to Maintain "Good Standing" with the State of West Virginia.**

In consideration of the County Commissioner's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section

2(b)(ii) above, Declarant shall continually maintain "good standing" with the State of West Virginia with regard to this parcel/property. This shall include:

- (a) Maintaining a current and valid organization/business certificate, license, or any other document required by the West Virginia Secretary of State to conduct business in the State of West Virginia. The Declarant shall be in default of this agreement if at any time during the term of this agreement the organization/business is dissolved or revoked by the West Virginia Secretary of State and its good standing is allowed to lapse; and
- (b) Not be delinquent on the real estate property taxes by more than 30 calendar days from the first payment due date set by the Jefferson County Assessor. The Declarant shall be in default of this agreement if at any time during the term of this agreement, the real estate property taxes on this property are delinquent more than 30 calendar days.

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

6. Default.

- (a) The failure of Declarant to observe or perform any of the covenants, conditions, or obligations of this Declaration shall constitute a default under this Declaration. If Declarant fails to cure any default within thirty (30) days after the issuance of a notice by the County Commission, specifying the nature of the default; the County Commission may exercise any rights and remedies it may have hereunder or applicable law. Notwithstanding the foregoing, Declarant shall not be entitled to any notice of a violation of the covenant not to sell or transfer any Lot under Section 4(b) of this Declaration.
- (b) The County Commission shall have the right to bring any proceedings at law or in equity against the Declarant for violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover actual damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by the Declarant or any other person of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions. All of the remedies permitted or available to the County

Commission under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In any action brought by the County Commission pursuant to these provisions, the County Commission will be entitled to costs (including but not limited to its reasonable attorneys' fees). In addition, the County Commission shall have the right to draw on the Site Stability Bond and apply the proceeds thereof in accordance with the Bonding Policy.

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

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

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

9. **Amendment of Declaration.** This Declaration may not be amended except by a written agreement executed by the Declarant and the County Commission and recorded in the Office of the County Clerk of Jefferson County, West Virginia.
10. **Declaration Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Declaration shall entitle the Declarant to cancel, rescind, or otherwise terminate this Declaration.
11. **Term of this Declaration.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect until the Declarant satisfies the conditions set forth in Section 2(b)(ii) above. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except for the provisions of Section 2(b)(iii) above, shall terminate and have no further force or effect.
12. **Recordation.** This agreement shall be recorded in the Office of the Clerk of the Jefferson County Commission in both the name of the developer and the project name. It shall be the Declarant's responsibility to record the agreement and provide the Bonding Administrator with confirmation of such recordation in the form of the deed book and page number reference.

Beallair Phase 2
(Subdivision Name)

Jefferson County Planning Commission File No. 02-31

Robert K. Wornald, Jr., General Manager, Beallair Homes, LLC

(Applicant/Developer Name)

By: [Signature] Date: 4/29/11

Print Name: Robert K. Wornald, Jr. Title: General Manager

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

STATE OF MARYLAND, COUNTY OF FREDERICK, to wit:

I Michael T. Wiley, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert K. Wornald, Jr., as General Manager of Beallair Homes, LLC whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this 29th day of April, 2011.

[Signature]

My Commission Expires: 10/28/2013



COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: Patricia A. Noland Date: 7 120 12011

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

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

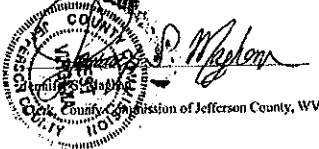
STATE OF West Virginia, COUNTY OF Jefferson, to wit:
Sandra Susan McDonald, a Notary Public in and for the State and County
aforesaid, do hereby certify that Patricia A Noland
and _____, as President, Jefferson County Commission
and _____, respectively of the _____,
whose names are signed to the foregoing, this day personally appeared before me in my State and
County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine
Seal of the said corporation).

Given under my hand this 20th day of July, 20 11.

Sandra Susan McDonald
My Commission Expires: 6-1-2018



ATTEST:



Jennifer S Nothman
JEFFERSON County 10:43:49 AM
Instrument No 2011020530
Date Recorded 07/21/2011
Document Type AGMT
Pages Recorded 8
Book-Page 1096-547

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

Beallair Phase 2 Subdivision

THIS FIRST AMENDMENT TO AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment to Agreement") is made and entered into as of the ____ day of _____, 2013, by **BEALLAIR HOMES, LLC** ("Declarant"), and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

WHEREAS, Declarant entered into an agreement entitled "*AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS*" (the "Agreement"); said Agreement was subsequently recorded in the Jefferson County Clerk's Office in Deed Book 1096 Page 547 on July 21, 2011; and

WHEREAS, the Agreement contains covenants associated with Declarant's Land which has been legally subdivided (the "Subdivision") into Beallair Phase 2 Subdivision consisting of eighty-four (84) single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on July 18, 1979 (the "Subdivision Ordinance"), and as shown on that certain plat entitled "Final Plat Showing Lots 50-133 and Residue Parcel A Beallair - Phase 2" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 Page 91 (the "Final Plat"); and

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

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

WHEREAS, as permitted within Section 9 of the Agreement, Declarant desires to modify Section 3 of the Agreement's "*Covenant Not to Commence Construction*" and Section 4 of the Agreement's "*Covenant Prohibiting Construction of Homes or Sale or Transfer of Lots*", one time only, for Lots 77 through 89, inclusive, within the Subdivision, by releasing said Lots (the "Released Lots") from the aforementioned Agreement;

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

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

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

1. **Incorporation of Recitals; Defined Terms.** The foregoing recitals are hereby incorporated into this Declaration by this reference as if fully set forth herein. Capitalized terms used herein and not defined or cross-referenced herein shall have the meanings ascribed to such terms in the Subdivision Ordinance.
2. **Binding Effect.** The terms of this Declaration shall constitute covenants running with the land and shall bind the Land described herein and inure to the benefit of and be binding upon the Declarant and all parties having any right, title or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.
3. **Amendment of Agreements.** As a concession between Declarant and the County Commission, amendments to this First Amendment to Agreement, and subsequent amendments to the Agreement

will not be permitted. Declarant shall retain the rights of termination of the Agreement as outlined therein by complying with the Bonding Policy and restoring the Infrastructure Bond for the remaining Lots.

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

5. **Term of this Declaration.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect. Declarant hereby acknowledges, agrees to, or offers the following additional specific terms with this First Amendment to Agreement:

(a). Declarant and County Commission hereby agree to release thirteen (13) lots, numbers 77 through 89, in Phase 2 of the Subdivision from the Agreement. Declarant further agrees to post a bond, letter of credit, cash escrows, or other security for the improvements in said Released Lots in conformance with the County's Bonding Policy upon the release of the Lots for building construction.

(b)The Declarant hereby acknowledges that none of the lots within the Phase 2 Final Plat limits, including the Released Lots are or have been subjected to, or included in the Homeowners Association (aka the Beallair Community Conservancy) in accordance with the Uniform Common Interest Ownership Act (UCIOA; WV Code Chapter 36B);

(c)The Declarant hereby acknowledges the number of Released Lots (13) at 15.5% of the total number of lots within the Phase 2 Final Plat limits is less than twenty-five (25) lots and is less than 50% of the total number of lots within the Phase 2 Final Plat limits;

(d)The Declarant hereby agrees to and offers that the bond estimate for the Released Lots shall include the costs for the infrastructure serving the Released Lots plus the cost for those amenities specifically within the Phase 2 Final Plat limits; and

(e) The Declarant shall have the sole option of electing to release the remaining seventy-one (71) lots from the Agreement without the need for restoring the site development bond ONLY for the purposes of merging the lots. In such case, at the Declarant's request, the County shall release the Tolling Agreement via recordation of a suitable instrument or notation on the recorded Tolling Agreement similar to a lien release statement within the County Land Records, and subsequently record the Merger Deed provided under 6 (c), and return the \$10,000 Site Stability Bond to the

Declarant, with no requirement to restore the New Infrastructure Bond. In the event the Declarant exercises this provision, all terms and provisions of this First Amendment to Agreement and the previous Agreement shall no longer be in force or effect.

6. **Term of the Previous Agreement.** Except as modified herein, all other terms and provisions within the aforementioned Agreement shall continue in full force and effect only for the remaining Lots.

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Beallair Phase 2

(Subdivision Name)

Jefferson County Planning Commission File No. 05-41

Robert K. Wormald, Jr., General Manager, Beallair Homes, LLC

(Applicant/Developer Name)

By: [Signature] Date: 2/20/13

Print Name: Robert K. Wormald, Jr. Title: General Manager

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

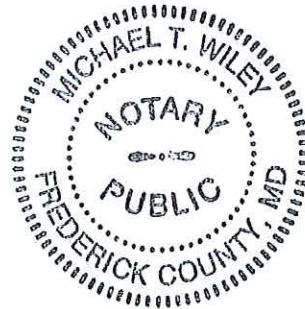
STATE OF MARYLAND, COUNTY OF FREDERICK, to wit:

I Michael T. Wiley, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert K. Wormald, Jr., as General Manager of Beallair Homes, LLC whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this 20th day of February, 2013.

[Signature]

My Commission Expires: 10/28/2013



COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: _____ Date: ____ / ____ /2013

Print Name: Dale Manuel, President, Jefferson County Commission

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

STATE OF _____, COUNTY OF _____, to wit:

I _____, a Notary Public in and for the State and County aforesaid, do hereby certify that Dale Manuel, as President of the County Commission of Jefferson County, West Virginia, whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged his signature above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this ____ day of _____, 2013.

My Commission Expires: _____

ATTEST:

Jennifer S. Maghan

Clerk, County Commission of Jefferson County, WV

Minutes

Jefferson County Commission

Thursday, January 17, 2013

A meeting of the Jefferson County Commission was held on Thursday, January 17, 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 January 17, 2013 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Ms. Tabb led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Noland to approve the Minutes of the January 2, 2013 Special Session with noted correction. Motion seconded by Mr. Pellish and unanimously approved.

Motion by Ms. Tabb to approve the Minutes of the January 3, 2013 regular meeting with noted correction. Motion seconded by Mr. Pellish and unanimously approved.

Motion by Ms. Tabb to approve the Minutes of the January 10, 2013 Public Hearing regarding Jefferson Asphalt as presented. Motion seconded by Mr. Pellish and unanimously approved.

Motion by Ms. Noland to approve the Minutes of the January 10, 2013 Public Hearing regarding John D. Lowe, III as presented. Motion seconded by Ms. Widmyer and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Noland to approve Purchase Orders in the amount of \$104,959.94 being P. O. Nos. 51261, 51290, 50291, 51254, 51256, 50260, 50262, 50263, 50310, 21251, 51257, 51221, 51222, 50292, 51243, 51245, 51247, 51248, 51249, 51250, 51252, 51253, 51255, 51258, 49963, 50311, 50058, 50060, and 52088. Motion seconded by Mr. Pellish and unanimously approved.

Ms. Tabb inquired as to why we are paying \$10,137.41 for materials on the VOIP System when an RFP hasn't gone out. Ms. Keyser will research.

January 31, 2016 with the majority of the vote.

➤ **Roger Ethier was elected to fill the one year unexpired term ending January 31, 2015.**

10. Lynn Fields, Deputy Probate Clerk – Quarterly review for approval of wills/estates opened since last quarterly review; and for approval and closure of accountings and waivers.

- **Motion by Ms. Noland to enter into session as a Fiduciary Board. Motion seconded by Mr. Manuel and unanimously approved.**

Ms. Fields, Deputy Probate Clerk appeared before the Commission for presentation of accounts and waivers for review of the Commission. The time of the Commission was taken up this day with examination of sundry fiduciary accounts.

- **Motion by Mr. Manuel to accept and authorize the President's signature upon all such fiduciary accounts as presented by Ms. Fields. Motion seconded by Ms. Noland and unanimously approved.**
- **Motion by Ms. Noland to come out of session as a Fiduciary Board. Motion seconded by Mr. Manuel and unanimously approved.**

11. Mike Wiley, Beallair Homes, LLC – Request for the County Commission's consideration of the First Amendment to the Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase II Subdivision.

Mr. Pellish asked Mr. Wiley to confirm this request was "a one shot deal," a one-time release of 13 lots. Mr. Wiley assured the Commission it was.

- **Motion by Mr. Pellish to approve the First Amendment to Agreement regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision submitted by Beallair Hones, LLC, and request same to be recorded in the Clerk's office after the President's signature and notarization thereon. Motion seconded by Ms. Noland and approved on a vote of 4-1 with Ms. Widmyer opposing.**

Ms. Widmyer asked that the record reflect that she feels very troubled by the precedent this has set for other tolled subdivisions.

12. Steve Rawlings, West Virginia Risk Pool. Update on the West Virginia Risk Pool. Mr. Rawlings presented a power-point highlighting the state of the West Virginia Risk Pool and answered questions posed by the Commission.
13. Cheryl Keyrouze, Director of Eastern Panhandle Transit Authority. Update on the Eastern Panhandle Transit Authority. Ms. Keyrouze shared her insights as to the state of the Eastern Panhandle Transit Authority and what she is doing to bring the Authority into a healthy, productive enterprise. Ms. Keyrouze invited the Commission to two events that will be taking place. February 27, 2012, from 9-1 at the Martinsburg Regional Airport, the Authority will host a public charette to learn what is wanted by the public, in public transportation, in the future. February 6, 2012, 11-2 Open house.
14. Daniel P. Lutz, Jr., Feagan's Mill. Mr. Lutz updated the Commission on his attempt to remove Feagan's Mill from floodplain designation. Mr. Lutz complimented staff members Mr. Barney and Mr. Carter in their efforts to assist him.
15. The Commission took a break at: 12:30

Jefferson County, West Virginia

Subdivision & Site Plan

PERFORMANCE BOND

INSTRUCTIONS

1. The following forms shall be used when a performance/surety bond is used. There shall be no deviation from this form without written approval of Jefferson County Commission or the County Administrator.

2. The full legal name, business address, and telephone number of both the Principal(s) and Surety(ies) shall be inserted in the spaces designated "Principal" and "Surety" on the face of the form. The Bond shall be signed by the person authorized to act on behalf of the Principal and the Surety. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority shall be furnished. For a power-of-attorney from a surety company to execute bonds, a certified copy of such power-of-attorney shall be submitted.

3. Surety, Fidelity, and Insurance Companies executing the Bond must be licensed to transact business in West Virginia by the West Virginia Insurance Commissioner. The surety provider shall provide to the County Commission of Jefferson County, the Obligee, a "Certificate of Good Standing" from the West Virginia Offices of the Insurance Commissioner. If the Surety Company was not organized under the laws of West Virginia, the bond must be counter-signed by a resident agent licensed in West Virginia. The Company must have an A.M. Best rating of "A-", or better, with a Financial Size Category (FSC) of "VI" , or higher.

4. The name of each person signing this Bond must be typed or legibly printed in the space provided.

5. The "DATE BOND EXECUTED", as shown on the face of the Bond, must be

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

6. The performance bond shall be submitted to:

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

Attention: Bonding Administrator

Phone: 304-728-3257

(Remainder of Page Intentionally Left Blank)

Form B-5

Jefferson County, West Virginia

Performance Bond

(Land Development Infrastructure & Site Improvements)

<p>BOND NO.</p>	<p>DATE BOND EXECUTED:</p>											
<p>PRINCIPAL(S)/CO-PRINCIPAL(S): (Legal Name(s), Status, Business Address(es) and Phone Numbers)</p> <p>Beallair Homes, LLC 5283 Corporate Drive, Suite 300 Frederick, MD 21703 Robert K. Wormald, Jr., Gen'l. Mgr. Edward E. Wormald, Ass't. Gen'l. Mgr. (301) 695-6614</p> <p>(Hereinafter "Principal" whether one or more than one)</p>	<p>TYPE OF ORGANIZATION: (check one)</p> <p>() Individual</p> <p>() Partnership or Joint Venture</p> <p>(X) Limited Liability Company</p> <p>() Corporation</p> <p>() Other (specify) _____</p> <hr/> <p>STATE OF INCORPORATION OR ORGANIZATION:</p> <p>Maryland</p>											
<p>SURETY(IES): (Name(s), Business Address(es) and Phone Numbers)</p> <p>International Fidelity Insurance Company 11350 McCormick Road, Suite 907 Hunt Valley, MD 21031 Dayna M. Betz Richard C. Faint, III (410) 480-4417</p> <p>A.M. Best No. <u>000520</u></p> <p>A.M. Best Rating <u>A-</u></p> <p>A.M. Best F.S.C. <u>VII</u></p> <p>(Herein after "Surety" whether one or more than one)</p>	<p>SUM OF BOND:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th colspan="3" style="text-align: center;">Bond Amount in Dollar Figures</th> </tr> <tr> <th style="width:33%;">Million(s)</th> <th style="width:33%;">Thousand(s)</th> <th style="width:33%;">Hundred(s)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$ 1</td> <td style="text-align: center;">795</td> <td style="text-align: center;">418.48</td> </tr> </tbody> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Bond Amount in Words</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><u>One Million Seven Hundred Ninety Five Thousand Four Hundred Eighteen Dollars and Forty Eight Cents.</u></td> </tr> </tbody> </table> <p>Project Approval Date: <u>09/08/2006</u></p> <p>Project Name: <u>Beallair Homes, LLC</u> Phase: <u>2 (Remaining Phase 2 Lots)</u></p> <p>JCPC Project File No. <u>05-41</u></p>	Bond Amount in Dollar Figures			Million(s)	Thousand(s)	Hundred(s)	\$ 1	795	418.48	Bond Amount in Words	<u>One Million Seven Hundred Ninety Five Thousand Four Hundred Eighteen Dollars and Forty Eight Cents.</u>
Bond Amount in Dollar Figures												
Million(s)	Thousand(s)	Hundred(s)										
\$ 1	795	418.48										
Bond Amount in Words												
<u>One Million Seven Hundred Ninety Five Thousand Four Hundred Eighteen Dollars and Forty Eight Cents.</u>												

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

1. We are held and firmly bound to the Obligee, the County Commission of Jefferson County, West Virginia (herein after called "County"), a political subdivision of the State of West Virginia, in the sum written above in lawful money of the United States of America, to be paid to the County, its successors or assigns, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect discharge its obligations under the project identified above and satisfactorily complete the required site improvements and appurtenances, as required by law, the approved plans JCPC File No. 05-41 and/or permits, by _____, then this Bond shall be void; otherwise, this Bond shall remain in full force until discharged in accordance with its terms, as determined by the County. This Bond shall only be terminated upon written release by the County Commission of Jefferson County, stating that the Principal/Developer has well and truly performed and fulfilled the obligations required under the approved subdivision or site plan and this Bond.
3. If Principal fails to complete its obligations, the County shall notify the Principal and Surety that they are in default. If such obligations are not then completed by the Principal and Surety within fifteen (15) days after notification by the County, the Surety shall pay the full penal sum amount of the Bond to the County within thirty (30) days of the initial notification referenced above. Payment by the Surety shall not be conditional on suit by the County. The County may extend the time period for completion of the Principal's and Surety's obligations; any time extension granted shall be in writing.
4. Surety expressly Waives any right to receive notice of, review, or approve any revisions to the approved project plans, and no such revision shall in any way affect the obligation of the Surety under this Bond.
5. In the event that any suit, action, or proceeding is brought by the County in order to enforce the provisions of this Bond, it is expressly agreed and understood that, regardless of when the breach of the underlying project obligations occurs, or the breach of this Bond occurs, the measure of damages recoverable shall be computed as the costs of completion or correction, or both, of the work required to be completed under the project, (1) at the time the work is actually completed and/or corrected to local and state approval and acceptance, or (2) at the time of final judgment of a court of competent jurisdiction; it is further expressly agreed and understood that the measure of damages shall include expenses attributable, but not limited to, administrative costs, litigation costs, attorney's fees, maintenance costs, deterioration, inflation, and any cost increases arising from delay occasioned by litigation, action, or proceedings necessary to enforce the provision of this Bond.

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

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

BOND NO. _____

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

PRINCIPAL / CO-PRINCIPAL

SIGNATURE: _____ (SEAL)

NAME: Robert K. Wormald, Jr.
(Typed) Principal

TITLE: General Manager
(Typed)

SIGNATURE: _____ (SEAL)

NAME: Edward E. Wormald
(Typed) Co-Principal

TITLE: Assistant General Manager
(Typed)

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

STATE OF Maryland, COUNTY OF Frederick, to wit:

I Michael Wiley, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert K. Wormald Jr. and Edward E. Wormald, as General Manager and Assistant General Manager, respectively of the Beallair Homes, LLC, whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this _____ day of June, 2013.

My Commission Expires: 10/28/13

BOND NO. _____

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

CORPORATE SURETY

NAME: _____ (Typed)

ADDRESS: _____ (Mailing Address)

(City) (State) (Zip Code)

TELEPHONE NO.: _____ (Typed)

STATE OF INCORPORATION OR ORGANIZATION: _____

LIABILITY LIMIT: _____

Attorney(s)-In-Fact

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

NAME: _____ (Typed) _____ (Typed)

TITLE: _____ (Typed) _____ (Typed)

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

STATE OF _____, COUNTY OF _____, to wit:

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

and _____, as _____

and _____, respectively of the _____,

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

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

My Commission Expires: _____

Jefferson County, West Virginia
Engineering Department
Construction Bond - Estimate Form

(Unit costs revised November 1, 2010, Format revised March 28, 2012)

Date Submitted: June - 11 - 2013 J.C.P.C. File No. : 05-41

Engineer/Consultant's Name & Seal: Michael Wiley / Beallair Homes LLC

Project/Subdivision Name: Beallair Phase 2

Section/Description: Phase 2, Lots 50-76 & 90-133 (71 lots)

Bond Amount Approved: \$ _____	Date: _____
By: _____	<i>Official Use, Do Not Write In This Box</i>

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.1 Erosion & Sediment Control					
1	Stabilized Construction Entrance	EA	\$2,250.00	6	\$13,500.00
2	Silt Fence - Standard	LF	\$5.00	199	\$995.00
3	Silt Fence - Super	LF	\$20.00		\$0.00
4	Earth Dike Construction	LF	\$20.00	630	\$12,600.00
5	Inlet Protection Device	EA	\$180.00	2	\$360.00
6	Outlet Protection Device	EA	\$300.00		\$0.00
7	Stone Check Dams	EA	\$190.00		\$0.00
8	Sediment Trap Excavation	CY	\$13.00		\$0.00
9	Sediment Basin/Pond	EA	\$3,650.00		\$0.00
10	Rip-Rap Apron/Plunge Pool	CY	\$50.00		\$0.00
11	Grass Waterway/Drainage Swale	LF	\$15.00		\$0.00
12	Diverson Ditch	LF	\$2.50		\$0.00
13	Seeding with Straw Mulch - Temporary	SF	\$0.15		\$0.00
14	Seeding with Straw Mulch - Permanent	SF	\$0.20	37200	\$7,440.00
15	Jute Matting	LF	\$3.00		\$0.00
16	Sod	SF	\$0.95		\$0.00
17	Soil Stabilizing Matt/Jute Matt	SF	\$2.50	4300	\$10,750.00
18	Geotextile Fabric	SF	\$5.00		\$0.00
19	Vertical Dewatering Device	LS	\$1,000.00		\$0.00
20	Tree Protection	EA	\$125.00		\$0.00
21	Temporary Utility Line Stream Crossing/Diversion	EA	\$1,250.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.2 Site Preparation & Demolition					
1	Clearing & Grubbing - Light Cover	ACRE	\$6,500.00	1.357323	\$8,822.60
2	Clearing & Grubbing - Moderate Cover	ACRE	\$9,800.00		\$0.00
3	Clearing & Grubbing - Heavy Cover	ACRE	\$15,000.00		\$0.00
4	Clearing & Grubbing - Very Heavy Cover	ACRE	\$17,000.00		\$0.00
5	Removal of Asphalt Pavement	SY	\$7.00		\$0.00
6	Removal of Fencing	LF	\$5.50		\$0.00
7	Removal of Power Pole	EA	\$7,650.00		\$0.00
8	Removal of Buildings (Provide Cost Estimate)	EA			\$0.00
2.3 Earthwork					
1	Strip Topsoil	CY	\$6.00	1675.556	\$10,053.33
2	Common Excavation	CY	\$10.00		\$0.00
3	Trench Excavation	CY	\$10.00		\$0.00
4	Borrow Material - On Site	CY	\$6.00	370.3704	\$2,222.22
5	Borrow Material - Imported from Off Site	CY	\$15.00		\$0.00
6	Rock Excavation	CY	\$55.00		\$0.00
7	Rock Excavation - Trench	CY	\$75.00		\$0.00
8	Replace Topsoil	CY	\$6.00	837.7778	\$5,026.67
9	Ditchlines	LF	\$5.00		\$0.00
2.4 Paved Surface Construction					
1	4" Thick Aggregate Base	SY	\$7.00		\$0.00
2	5" Thick Aggregate Base	SY	\$8.75		\$0.00
3	6" Thick Aggregate Base	SY	\$10.50		\$0.00
4	9" Thick Aggregate Base	SY	\$15.75	8523.867	\$134,250.90
5	Bituminous Asphalt Tack Coat	SY	\$2.50		\$0.00
6	Bituminous Asphalt Base Course - 2"	SY	\$6.00	8523.867	\$51,143.20
7	Bituminous Asphalt Base Course - 2-1/2"	SY	\$7.00		\$0.00
8	Bituminous Asphalt Base Course - 3"	SY	\$10.00		\$0.00
9	Bituminous Asphalt Base Course - 4"	SY	\$13.00		\$0.00
10	Bituminous Asphalt Surface Course - 1"	SY	\$6.00		\$0.00
11	Bituminous Asphalt Surface Course - 1-1/2"	SY	\$8.00	8523.867	\$68,190.93
12	Bituminous Asphalt Surface Course - 2"	SY	\$10.00		\$0.00
13	Bituminous Asphalt Entrance Apron - Residential	EA	\$2,000.00		\$0.00
14	Concrete Entrance Apron - Commercial Site	EA	\$4,000.00		\$0.00
15	Concrete Curb & Gutter	LF	\$35.00	1459	\$51,065.00
16	Concrete Curb Only	LF	\$30.00		\$0.00
17	Bituminous Asphalt Walkway	SF	\$3.00		\$0.00
18	Concrete Sidewalk	SF	\$7.00	3984	\$27,888.00
19	Concrete Precast Wheel Stops	EA	\$65.00		\$0.00
20	Pavement Directional Arrows/Symbols	EA	\$100.00	8	\$800.00
21	Pavement Letters	EA	\$100.00		\$0.00
22	Pavement Lines/Stripes	LF	\$5.00	3080	\$15,400.00
23	Pavement - Handicapped Parking Symbol & Hatch Lines	Per Space	\$200.00		\$0.00
24	Sign - Traffic Control (Stop, Speed Limit, Directional, etc.)	EA	\$200.00	8	\$1,600.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
25	Sign - Handicapped Parking Sign	EA	\$200.00		\$0.00
26	Sign - Street Name per E911 Addressing Ordinance	EA	\$200.00	10	\$2,000.00
27	Guard Rail - Steel Beam & Posts	LF	\$40.00		\$0.00
28	Fence - Chain Link 6' High	LF	\$20.00		\$0.00
29	Lights - Parking Lot (light fixture, foundation, & wiring)	EA	\$3,500.00		\$0.00
30	Bollards (wood or steel)	EA	\$500.00		\$0.00
31	Traffic Control/Stop Light (Provide WVDOT cost estimate)	EA			\$0.00

2.5 Landscaping

1	Transplanting Trees (6' or less)	EA	\$75.00		\$0.00
2	Transplanting Shrubs	EA	\$50.00		\$0.00
3	Plant Shrubs (Evergreen or Deciduous)	EA	\$60.00		\$0.00
4	Plant Tree (6' or less) - Evergreen	EA	\$200.00		\$0.00
5	Plant Tree (6' or less) - Deciduous	EA	\$225.00		\$0.00
6	Plant Tree (6' or less) - Flowering	EA	\$250.00		\$0.00
7	Plant Ground Cover (per 100 plants)	EA	\$175.00		\$0.00
8	Plant Wetlands Vegetation (per 100 plants)	EA	\$250.00		\$0.00
9	Plant Screen Trees	EA	\$200.00		\$0.00
10	Plant Street/Shade Trees	EA	\$200.00	9	\$1,800.00
11	Mulching (wood landscape mulch in place)	CY	\$3.00		\$0.00

2.6 Sanitary Sewer System

1	4" PVC Schedule 80 Pipe	LF	\$30.00	2554	\$76,620.00
2	6" PVC Schedule 80 Pipe	LF	\$50.00		\$0.00
3	8" PVC Schedule 80 Pipe	LF	\$60.00	3444.45	\$206,667.00
4	10" PVC Schedule 80 Pipe	LF	\$70.00		\$0.00
5	Manhole 4' Diameter (6' height or less)	EA	\$5,000.00		\$0.00
6	Grease Trap	EA	\$4,000.00		\$0.00
7	4" Service Lateral (20' to Edge of R.O.W./Property Line)	EA	\$1,200.00	62	\$74,400.00
8	Sanitary Sewer Pump Station (Provide Cost Estimate)	EA			\$0.00
9	Road Bore/Crossing (with Pipe & Steel Casing) (Provide Cost Estimate)	LF			\$0.00

Lots 50-58

2.7 Potable Water System

1	1" Copper Service Line	LF	\$30.00	2507	\$75,210.00
2	2" Copper Service Line	LF	\$55.00		\$0.00
3	4" Ductile Iron Pipe	LF	\$40.00	1196	\$47,840.00
4	6" Ductile Iron Pipe	LF	\$55.00	1327	\$72,985.00
5	8" Ductile Iron Pipe	LF	\$65.00		\$0.00
6	10" Ductile Iron Pipe	LF	\$75.00		\$0.00
7	12" Ductile Iron Pipe	LF	\$85.00		\$0.00
8	Fire Hydrant with 6" line	LF	\$4,000.00	1	\$4,000.00
9	4" Gate Valve & Box	EA	\$500.00	4	\$2,000.00
10	6" Gate Valve & Box	EA	\$800.00	2	\$1,600.00
11	8" Gate Valve & Box	EA	\$950.00		\$0.00
12	10" Gate Valve & Box	EA	\$1,200.00		\$0.00
13	12" Gate Valve & Box	EA	\$1,800.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
14	Concrete Buttress/Thrust Block	EA	\$300.00		\$0.00
15	Pressure Reducing Valve & Vault (Provide Cost Estimate)	EA			\$0.00
16	Tapping Sleeve & Valve (Provide Cost Estimate)	EA			\$0.00
17	Water Meter Setter, Box & Service Line Tap	EA	\$1,500.00	71	\$106,500.00

2.8 Storm Water Management & Storm Drainage

SWM Basin/Ponds

1	Excavation - Basin/Pond	CY	\$12.00		\$0.00
2	Excavation - Core Trench	CY	\$12.00		\$0.00
3	Embankment Construction - On-Site Material	CY	\$17.00		\$0.00
4	Embankment Construction - Imported Material	CY	\$33.00		\$0.00
5	Concrete Control Structures (< 7 Cubic Yards)	EA	\$3,500.00		\$0.00
6	Concrete Control Structures (7 to 12 Cubic Yards)	EA	\$3,800.00		\$0.00
7	Concrete Control Structures (12.1 to 17 Cubic Yards)	EA	\$5,000.00		\$0.00
8	Concrete Control Structures (> 17 Cubic Yards) (Provide Cost Estimate)	EA			\$0.00
9	Reinforced Concrete Pipe Cradle	CY	\$500.00		\$0.00
10	Corrugate Metal PipeCont. Struct.	Each per inch dia. X ft. height	\$10.00		\$0.00
11	Dewatering Pipes or Structures	EA	\$1,000.00		\$0.00
12	Filter Stone for Dewatering Pipe (1" to 2" dia. clean)	CY	\$50.00		\$0.00
13	Antiseep Collar	Each per foot of width	\$75.00		\$0.00
14	Trash Rack	Each per inch dia.	\$40.00		\$0.00
15	Water Tight Pipe Bands	Each per inch dia.	\$10.00		\$0.00
16	Bio-Retention Basin (Provide Cost Estimate)	EA			\$0.00

PVC Slotted Pipe

17	4" PVC Slotted or Perforated Drain Pipe	LF	\$5.50		\$0.00
18	6" PVC Slotted or Perforated Drain Pipe	LF	\$7.50		\$0.00
19	8" PVC Slotted or Perforated Drain Pipe	LF	\$25.00		\$0.00
20	12" PVC Slotted or Perforated Drain Pipe	LF	\$30.00		\$0.00
21	15" PVC Slotted or Perforated Drain Pipe	LF	\$35.00		\$0.00
22	18" PVC Slotted or Perforated Drain Pipe	LF	\$40.00		\$0.00
23	24" PVC Slotted or Perforated Drain Pipe	LF	\$50.00		\$0.00

Corrugate Metal Pipe (Circular)

24	15" Storm Drain Pipe	LF	\$50.00		\$0.00
25	18" Storm Drain Pipe	LF	\$55.00		\$0.00
26	21" Storm Drain Pipe	LF	\$90.00		\$0.00
27	24" Storm Drain Pipe	LF	\$115.00		\$0.00
28	27" Storm Drain Pipe	LF	\$120.00		\$0.00
29	30" Storm Drain Pipe	LF	\$125.00		\$0.00
30	33" Storm Drain Pipe	LF	\$128.00		\$0.00
31	36" Storm Drain Pipe	LF	\$130.00		\$0.00
32	42" Storm Drain Pipe	LF	\$140.00		\$0.00
33	48" Storm Drain Pipe	LF	\$145.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
34	54" Storm Drain Pipe	LF	\$155.00		\$0.00
35	60" Storm Drain Pipe	LF	\$175.00		\$0.00
Reinforced Concrete Pipe or High Density Polyethylene (HDPE) Pipe (Circular)					
36	15" Storm Drain Pipe	LF	\$70.00	454.98	\$31,848.60
37	18" Storm Drain Pipe	LF	\$80.00	219	\$17,520.00
38	21" Storm Drain Pipe	LF	\$90.00		\$0.00
39	24" Storm Drain Pipe	LF	\$100.00	156.5	\$15,650.00
40	27" Storm Drain Pipe	LF	\$110.00		\$0.00
41	30" Storm Drain Pipe	LF	\$130.00	358	\$46,540.00
42	33" Storm Drain Pipe	LF	\$150.00		\$0.00
43	36" Storm Drain Pipe	LF	\$160.00	384	\$61,440.00
44	42" Storm Drain Pipe	LF	\$180.00		\$0.00
45	48" Storm Drain Pipe	LF	\$200.00		\$0.00
46	54" Storm Drain Pipe	LF	\$240.00		\$0.00
47	60" Storm Drain Pipe	LF	\$270.00		\$0.00
End Sections (Circular) - Metal					
48	15" Metal End Section CMP	EA	\$250.00	2	\$500.00
49	18" Metal End Section CMP	EA	\$275.00	1	\$275.00
50	21" Metal End Section CMP	EA	\$300.00		\$0.00
51	24" Metal End Section CMP	EA	\$350.00		\$0.00
52	27" Metal End Section CMP	EA	\$400.00		\$0.00
53	30" Metal End Section CMP	EA	\$475.00		\$0.00
54	36" Metal End Section CMP	EA	\$550.00	1	\$550.00
55	42" Metal End Section CMP	EA	\$700.00		\$0.00
56	48" Metal End Section CMP	EA	\$900.00		\$0.00
57	54" Metal End Section CMP	EA	\$1,100.00		\$0.00
End Sections (Circular) - Concrete					
58	15" RCP End Section	EA	\$650.00		\$0.00
59	18" RCP End Section	EA	\$700.00		\$0.00
60	21" RCP End Section	EA	\$750.00		\$0.00
61	24" RCP End Section	EA	\$800.00		\$0.00
62	27" RCP End Section	EA	\$950.00		\$0.00
63	30" RCP End Section	EA	\$1,050.00		\$0.00
64	36" RCP End Section	EA	\$1,300.00		\$0.00
65	42" RCP End Section	EA	\$1,600.00		\$0.00
66	48" RCP End Section	EA	\$2,000.00		\$0.00
67	54" RCP End Section	EA	\$2,400.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
Storm Drain Pipe (Squash Pipe) - Metal					
68	13" x 17" Storm Drain Pipe	EA	\$50.00	27	\$1,350.00
69	15" x 21" Storm Drain Pipe	LF	\$55.00		\$0.00
70	24" x 35" Storm Drain Pipe	LF	\$125.00		\$0.00
71	38" x 57" Storm Drain Pipe	LF	\$145.00		\$0.00
72	42" x 64" Storm Drain Pipe	LF	\$175.00		\$0.00
Storm Drain Pipe (Squash Pipe) - Reinforced Concrete Pipe					
73	13" x 17" Storm Drain Pipe	LF	\$75.00		\$0.00
74	15" x 21" Storm Drain Pipe	LF	\$80.00		\$0.00
75	24" x 35" Storm Drain Pipe	LF	\$130.00		\$0.00
76	38" x 57" Storm Drain Pipe	LF	\$250.00		\$0.00
77	42" x 64" Storm Drain Pipe	LF	\$315.00		\$0.00
End Sections (Squash Pipe) - Metal					
78	13" x 17" Metal End Section	EA	\$250.00	54	\$13,500.00
79	15" x 21" Metal End Section	EA	\$425.00		\$0.00
80	24" x 35" Metal End Section	EA	\$500.00		\$0.00
81	38" x 57" Metal End Section	EA	\$600.00		\$0.00
82	42" x 64" Metal End Section	EA	\$800.00		\$0.00
End Sections (Squash Pipe) - Reinforced Concrete Pipe					
83	13" x 17" RCP End Section	EA	\$650.00		\$0.00
84	15" x 21" RCP End Section	EA	\$700.00		\$0.00
85	24" x 35" RCP End Section	EA	\$950.00		\$0.00
86	38" x 57" RCP End Section	EA	\$2,000.00		\$0.00
87	42" x 64" RCP End Section	EA	\$2,400.00		\$0.00
Storm Drain Structures					
88	Drop Inlet - Single Pipe Opening	EA	\$2,000.00	4	\$8,000.00
89	Drop Inlet - Double Pipe Opening	EA	\$2,200.00	7	\$15,400.00
90	Drop Inlet - Triple Pipe Opening	EA	\$2,600.00		\$0.00
91	Drop Inlet - Triple Pipe Opening	EA	\$4,700.00		\$0.00
92	Curb Inlet - 6' Opening	EA	\$5,600.00		\$0.00
93	Curb Inlet - 12' Opening	EA	\$6,500.00		\$0.00
94	Curb Inlet - 16' Opening	EA	\$7,000.00		\$0.00
94	Curb Inlet - 20' Opening	EA	\$5,000.00	24	\$120,000.00
95	Manhole (4' dia., 6' height or less)	EA	\$5,000.00		\$0.00
Outfall & Channel Protection					
96	Concrete Wing Wall (5' high x 12' long x 12" thick)	EA	\$5,000.00		\$0.00
97	Gabion Basket Structure	EA	\$200.00		\$0.00
98	Rip-Rap Stone - Class 1	CY	\$60.00	20	\$1,200.00
99	Rip-Rap Stone - Class 2	CY	\$70.00	34	\$2,380.00
100	Rip-Rap Stone - Class 3	CY	\$85.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.9 Miscellaneous Site Construction & Structures					
1	Bus Stop Enclosure	EA	\$3,000.00		\$0.00
2	Mail Box Cluster	EA	\$3,000.00		\$0.00
3	Gazebo, Tot Lot, or other Amenities, etc (Provide Cost Estimate)	LS			\$0.00
4	Subdivision Entrance Sign - Masonry/Brick	EA	\$10,000.00		\$0.00
5	Subdivision Entrance Sign - Wood	EA	\$4,000.00		\$0.00
6	Set Property Corners	LOT	\$350.00	71	\$24,850.00
7	Construction Stake-out (\$10,000 min)	LOT	\$500.00	71	\$35,500.00
8	Construction Management/As-Builts (\$10,000 min)	LOT	\$500.00	71	\$35,500.00
9	Formation of HOA by Developer (\$10,000 min)	LOT	\$500.00	71	\$35,500.00
10					
11					

Grand Total All Costs	\$1,561,233.46
15% Contingency	\$234,185.02
TOTAL BOND AMOUNT	\$1,795,418.48

Jefferson County, West Virginia

Subdivision & Site Plan

PERFORMANCE BOND

INSTRUCTIONS

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

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

6. The performance bond shall be submitted to:

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

Attention: Bonding Administrator

Phone: 304-728-3257

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Form B-5

Jefferson County, West Virginia

Performance Bond

(Land Development Infrastructure & Site Improvements)

<p>BOND NO.</p>	<p>DATE BOND EXECUTED:</p>									
<p>PRINCIPAL(S)/CO-PRINCIPAL(S): (Legal Name(s), Status, Business Address(es) and Phone Numbers)</p> <p>Beallair Homes, LLC 5283 Corporate Drive, Suite 300 Frederick, MD 21703 Robert K. Wormald, Jr., Gen'l. Mgr. Edward E. Wormald, Ass't. Gen'l. Mgr. (301) 695-6614</p> <p>(Hereinafter "Principal" whether one or more than one)</p>	<p>TYPE OF ORGANIZATION: (check one)</p> <p>() Individual</p> <p>() Partnership or Joint Venture</p> <p>(X) Limited Liability Company</p> <p>() Corporation</p> <p>() Other (specify) _____</p> <hr/> <p>STATE OF INCORPORATION OR ORGANIZATION:</p> <p>Maryland</p>									
<p>SURETY(IES): (Name(s), Business Address(es) and Phone Numbers)</p> <p>International Fidelity Insurance Company 11350 McCormick Road, Suite 907 Hunt Valley, MD 21031 Dayna M. Betz Richard C. Faint, III (410) 480-4417</p> <p>A.M. Best No. <u>000520</u></p> <p>A.M. Best Rating <u>A-</u></p> <p>A.M. Best F.S.C. <u>VII</u></p> <p>(Herein after "Surety" whether one or more than one)</p>	<p>SUM OF BOND:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th colspan="3">Bond Amount in Dollar Figures</th> </tr> <tr> <th>Million(s)</th> <th>Thousand(s)</th> <th>Hundred(s)</th> </tr> </thead> <tbody> <tr> <td align="center">\$ 1</td> <td align="center">795</td> <td align="center">418.48</td> </tr> </tbody> </table> <p align="center">Bond Amount in Words</p> <p><u>One Million Seven Hundred Ninety Five Thousand Four Hundred Eighteen Dollars and Forty Eight Cents.</u></p> <p>Project Approval Date: <u>09/08/2006</u></p> <p>Project Name: <u>Beallair Homes, LLC</u> Phase: <u>2 (Remaining Phase 2 Lots)</u></p> <p>JCPC Project File No. <u>05-41</u></p>	Bond Amount in Dollar Figures			Million(s)	Thousand(s)	Hundred(s)	\$ 1	795	418.48
Bond Amount in Dollar Figures										
Million(s)	Thousand(s)	Hundred(s)								
\$ 1	795	418.48								

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

1. We are held and firmly bound to the Obligee, the County Commission of Jefferson County, West Virginia (herein after called "County"), a political subdivision of the State of West Virginia, in the sum written above in lawful money of the United States of America, to be paid to the County, its successors or assigns, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect discharge its obligations under the project identified above and satisfactorily complete the required site improvements and appurtenances, as required by law, the approved plans JCPC File No. 05-41 and/or permits, by _____, then this Bond shall be void; otherwise, this Bond shall remain in full force until discharged in accordance with its terms, as determined by the County. This Bond shall only be terminated upon written release by the County Commission of Jefferson County, stating that the Principal/Developer has well and truly performed and fulfilled the obligations required under the approved subdivision or site plan and this Bond.
3. If Principal fails to complete its obligations, the County shall notify the Principal and Surety that they are in default. If such obligations are not then completed by the Principal and Surety within fifteen (15) days after notification by the County, the Surety shall pay the full penal sum amount of the Bond to the County within thirty (30) days of the initial notification referenced above. Payment by the Surety shall not be conditional on suit by the County. The County may extend the time period for completion of the Principal's and Surety's obligations; any time extension granted shall be in writing.
4. Surety expressly Waives any right to receive notice of, review, or approve any revisions to the approved project plans, and no such revision shall in any way affect the obligation of the Surety under this Bond.
5. In the event that any suit, action, or proceeding is brought by the County in order to enforce the provisions of this Bond, it is expressly agreed and understood that, regardless of when the breach of the underlying project obligations occurs, or the breach of this Bond occurs, the measure of damages recoverable shall be computed as the costs of completion or correction, or both, of the work required to be completed under the project, (1) at the time the work is actually completed and/or corrected to local and state approval and acceptance, or (2) at the time of final judgment of a court of competent jurisdiction; it is further expressly agreed and understood that the measure of damages shall include expenses attributable, but not limited to, administrative costs, litigation costs, attorney's fees, maintenance costs, deterioration, inflation, and any cost increases arising from delay occasioned by litigation, action, or proceedings necessary to enforce the provision of this Bond.

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

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BOND NO. _____

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

PRINCIPAL / CO-PRINCIPAL

SIGNATURE: _____ (SEAL)

NAME: Robert K. Wormald, Jr.
(Typed) Principal

TITLE: General Manager
(Typed)

SIGNATURE: _____ (SEAL)

NAME: Edward E. Wormald
(Typed) Co-Principal

TITLE: Assistant General Manager
(Typed)

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

STATE OF Maryland, COUNTY OF Frederick, to wit:

I Michael Wiley, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert K. Wormald Jr. and Edward E. Wormald, as General Manager and Assistant General Manager, respectively of the Beallair Homes, LLC, whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this _____ day of June, 2013.

My Commission Expires: 10/28/13

BOND NO. _____

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

CORPORATE SURETY

NAME: _____ (Typed)

ADDRESS: _____ (Mailing Address)

(City) (State) (Zip Code)

TELEPHONE NO.: _____ (Typed)

STATE OF INCORPORATION OR ORGANIZATION: _____

LIABILITY LIMIT: _____

Attorney(s)-In-Fact

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

NAME: _____ (Typed) _____ (Typed)

TITLE: _____ (Typed) _____ (Typed)

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

STATE OF _____, COUNTY OF _____, to wit:

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

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

My Commission Expires: _____

Jefferson County, West Virginia
Engineering Department
Construction Bond - Estimate Form
(Unit costs revised November 1, 2010, Format revised March 28, 2012)

Date Submitted: June - 11 - 2013

J.C.P.C. File No. : 05-41

Engineer/Consultant's Name & Seal: Michael Wiley / Beallair Homes LLC

Project/Subdivision Name: Beallair Phase 2

Section/Description: Phase 2, Lots 50-76 & 90-133 (71 lots)

Bond Amount Approved: \$ _____

By: _____

Date: _____

Official Use, Do Not Write In This Box

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.1 Erosion & Sediment Control					
1	Stabilized Construction Entrance	EA	\$2,250.00	6	\$13,500.00
2	Silt Fence - Standard	LF	\$5.00	199	\$995.00
3	Silt Fence - Super	LF	\$20.00		\$0.00
4	Earth Dike Construction	LF	\$20.00	630	\$12,600.00
5	Inlet Protection Device	EA	\$180.00	2	\$360.00
6	Outlet Protection Device	EA	\$300.00		\$0.00
7	Stone Check Dams	EA	\$190.00		\$0.00
8	Sediment Trap Excavation	CY	\$13.00		\$0.00
9	Sediment Basin/Pond	EA	\$3,650.00		\$0.00
10	Rip-Rap Apron/Plunge Pool	CY	\$50.00		\$0.00
11	Grass Waterway/Drainage Swale	LF	\$15.00		\$0.00
12	Diversion Ditch	LF	\$2.50		\$0.00
13	Seeding with Straw Mulch - Temporary	SF	\$0.15		\$0.00
14	Seeding with Straw Mulch - Permanent	SF	\$0.20	37200	\$7,440.00
15	Jute Matting	LF	\$3.00		\$0.00
16	Sod	SF	\$0.95		\$0.00
17	Soil Stabilizing Matt/Jute Matt	SF	\$2.50	4300	\$10,750.00
18	Geotextile Fabric	SF	\$5.00		\$0.00
19	Vertical Dewatering Device	LS	\$1,000.00		\$0.00
20	Tree Protection	EA	\$125.00		\$0.00
21	Temporary Utility Line Stream Crossing/Diversion	EA	\$1,250.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.2 Site Preparation & Demolition					
1	Clearing & Grubbing - Light Cover	ACRE	\$6,500.00	1.357323	\$8,822.60
2	Clearing & Grubbing - Moderate Cover	ACRE	\$9,800.00		\$0.00
3	Clearing & Grubbing - Heavy Cover	ACRE	\$15,000.00		\$0.00
4	Clearing & Grubbing - Very Heavy Cover	ACRE	\$17,000.00		\$0.00
5	Removal of Asphalt Pavement	SY	\$7.00		\$0.00
6	Removal of Fencing	LF	\$5.50		\$0.00
7	Removal of Power Pole	EA	\$7,650.00		\$0.00
8	Removal of Buildings (Provide Cost Estimate)	EA			\$0.00

2.3 Earthwork					
1	Strip Topsoil	CY	\$6.00	1675.556	\$10,053.33
2	Common Excavation	CY	\$10.00		\$0.00
3	Trench Excavation	CY	\$10.00		\$0.00
4	Borrow Material - On Site	CY	\$6.00	370.3704	\$2,222.22
5	Borrow Material - Imported from Off Site	CY	\$15.00		\$0.00
6	Rock Excavation	CY	\$55.00		\$0.00
7	Rock Excavation - Trench	CY	\$75.00		\$0.00
8	Replace Topsoil	CY	\$6.00	837.7778	\$5,026.67
9	Ditchlines	LF	\$5.00		\$0.00

2.4 Paved Surface Construction					
1	4" Thick Aggregate Base	SY	\$7.00		\$0.00
2	5" Thick Aggregate Base	SY	\$8.75		\$0.00
3	6" Thick Aggregate Base	SY	\$10.50		\$0.00
4	9" Thick Aggregate Base	SY	\$15.75	8523.867	\$134,250.90
5	Bituminous Asphalt Tack Coat	SY	\$2.50		\$0.00
6	Bituminous Asphalt Base Course - 2"	SY	\$6.00	8523.867	\$51,143.20
7	Bituminous Asphalt Base Course - 2-1/2"	SY	\$7.00		\$0.00
8	Bituminous Asphalt Base Course - 3"	SY	\$10.00		\$0.00
9	Bituminous Asphalt Base Course - 4"	SY	\$13.00		\$0.00
10	Bituminous Asphalt Surface Course - 1"	SY	\$6.00		\$0.00
11	Bituminous Asphalt Surface Course - 1-1/2"	SY	\$8.00	8523.867	\$68,190.93
12	Bituminous Asphalt Surface Course - 2"	SY	\$10.00		\$0.00
13	Bituminous Asphalt Entrance Apron - Residential	EA	\$2,000.00		\$0.00
14	Concrete Entrance Apron - Commercial Site	EA	\$4,000.00		\$0.00
15	Concrete Curb & Gutter	LF	\$35.00	1459	\$51,065.00
16	Concrete Curb Only	LF	\$30.00		\$0.00
17	Bituminous Asphalt Walkway	SF	\$3.00		\$0.00
18	Concrete Sidewalk	SF	\$7.00	3984	\$27,888.00
19	Concrete Precast Wheel Stops	EA	\$65.00		\$0.00
20	Pavement Directional Arrows/Symbols	EA	\$100.00	8	\$800.00
21	Pavement Letters	EA	\$100.00		\$0.00
22	Pavement Lines/Stripes	LF	\$5.00	3080	\$15,400.00
23	Pavement - Handicapped Parking Symbol & Hatch Lines	Per Space	\$200.00		\$0.00
24	Sign - Traffic Control (Stop, Speed Limit, Directional, etc.)	EA	\$200.00	8	\$1,600.00
25	Sign - Handicapped Parking Sign	EA	\$200.00		\$0.00
26	Sign - Street Name per E911 Addressing Ordinance	EA	\$200.00	10	\$2,000.00
27	Guard Rail - Steel Beam & Posts	LF	\$40.00		\$0.00
28	Fence - Chain Link 6' High	LF	\$20.00		\$0.00
29	Lights - Parking Lot (light fixture, foundation, & wiring)	EA	\$3,500.00		\$0.00
30	Bollards (wood or steel)	EA	\$500.00		\$0.00
31	Traffic Control/Stop Light (Provide WVDOH cost estimate)	EA			\$0.00

2.5 Landscaping					
1	Transplanting Trees (6' or less)	EA	\$75.00		\$0.00
2	Transplanting Shrubs	EA	\$50.00		\$0.00
3	Plant Shrubs (Evergreen or Deciduous)	EA	\$60.00		\$0.00
4	Plant Tree (6' or less) - Evergreen	EA	\$200.00		\$0.00
5	Plant Tree (6' or less) - Deciduous	EA	\$225.00		\$0.00
6	Plant Tree (6' or less) - Flowering	EA	\$250.00		\$0.00
7	Plant Ground Cover (per 100 plants)	EA	\$175.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
8	Plant Wetlands Vegetation (per 100 plants)	EA	\$250.00		\$0.00
9	Plant Screen Trees	EA	\$200.00		\$0.00
10	Plant Street/Shade Trees	EA	\$200.00	9	\$1,800.00
11	Mulching (wood landscape mulch in place)	CY	\$3.00		\$0.00

2.6 Sanitary Sewer System

1	4" PVC Schedule 80 Pipe	LF	\$30.00	2554	\$76,620.00
2	6" PVC Schedule 80 Pipe	LF	\$50.00		\$0.00
3	8" PVC Schedule 80 Pipe	LF	\$60.00	3444.45	\$206,667.00
4	10" PVC Schedule 80 Pipe	LF	\$70.00		\$0.00
5	Manhole 4' Diameter (6' height or less)	EA	\$5,000.00		\$0.00
6	Grease Trap	EA	\$4,000.00		\$0.00
7	4" Service Lateral (20' to Edge of R.O.W./Property Line)	EA	\$1,200.00	62	\$74,400.00
8	Sanitary Sewer Pump Station (Provide Cost Estimate)	EA			\$0.00
9	Road Bore/Crossing (with Pipe & Steel Casing (Provide Cost Estimate)	LF			\$0.00

2.7 Potable Water System

1	1" Copper Service Line	LF	\$30.00	2507	\$75,210.00
2	2" Copper Service Line	LF	\$55.00		\$0.00
3	4" Ductile Iron Pipe	LF	\$40.00	1196	\$47,840.00
4	6" Ductile Iron Pipe	LF	\$55.00	1327	\$72,985.00
5	8" Ductile Iron Pipe	LF	\$65.00		\$0.00
6	10" Ductile Iron Pipe	LF	\$75.00		\$0.00
7	12" Ductile Iron Pipe	LF	\$85.00		\$0.00
8	Fire Hydrant with 6" line	LF	\$4,000.00	1	\$4,000.00
9	4" Gate Valve & Box	EA	\$500.00	4	\$2,000.00
10	6" Gate Valve & Box	EA	\$800.00	2	\$1,600.00
11	8" Gate Valve & Box	EA	\$950.00		\$0.00
12	10" Gate Valve & Box	EA	\$1,200.00		\$0.00
13	12" Gate Valve & Box	EA	\$1,800.00		\$0.00
14	Concrete Buttress/Thrust Block	EA	\$300.00		\$0.00
15	Pressure Reducing Valve & Vault (Provide Cost Estimate)	EA			\$0.00
16	Tapping Sleeve & Valve (Provide Cost Estimate)	EA			\$0.00
17	Water Meter Setter, Box & Service Line Tap	EA	\$1,500.00	71	\$106,500.00

2.8 Storm Water Management & Storm Drainage

SWM Basin/Ponds

1	Excavation - Basin/Pond	CY	\$12.00		\$0.00
2	Excavation - Core Trench	CY	\$12.00		\$0.00
3	Embankment Construction - On-Site Material	CY	\$17.00		\$0.00
4	Embankment Construction - Imported Material	CY	\$33.00		\$0.00
5	Concrete Control Structures (< 7 Cubic Yards)	EA	\$3,500.00		\$0.00
6	Concrete Control Structures (7 to 12 Cubic Yards)	EA	\$3,800.00		\$0.00
7	Concrete Control Structures (12.1 to 17 Cubic Yards)	EA	\$5,000.00		\$0.00
8	Concrete Control Structures (> 17 Cubic Yards) (Provide Cost Estimate)	EA			\$0.00
9	Reinforced Concrete Pipe Cradle	CY	\$500.00		\$0.00
10	Corrugate Metal Pipe Cont. Struct.	Each per inch dia. X ft. height	\$10.00		\$0.00
11	Dewatering Pipes or Structures	EA	\$1,000.00		\$0.00
12	Filter Stone for Dewatering Pipe (1" to 2" dia. clean)	CY	\$50.00		\$0.00
13	Antiseep Collar	Each per foot of width	\$75.00		\$0.00
14	Trash Rack	Each per inch dia.	\$40.00		\$0.00
15	Water Tight Pipe Bands	Each per inch dia.	\$10.00		\$0.00
16	Bio-Retention Basin (Provide Cost Estimate)	EA			\$0.00

PVC Slotted Pipe

17	4" PVC Slotted or Perforated Drain Pipe	LF	\$5.50		\$0.00
18	6" PVC Slotted or Perforated Drain Pipe	LF	\$7.50		\$0.00
19	8" PVC Slotted or Perforated Drain Pipe	LF	\$25.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
20	12" PVC Slotted or Perforated Drain Pipe	LF	\$30.00		\$0.00
21	15" PVC Slotted or Perforated Drain Pipe	LF	\$35.00		\$0.00
22	18" PVC Slotted or Perforated Drain Pipe	LF	\$40.00		\$0.00
23	24" PVC Slotted or Perforated Drain Pipe	LF	\$50.00		\$0.00
Corrugate Metal Pipe (Circular)					
24	15" Storm Drain Pipe	LF	\$50.00		\$0.00
25	18" Storm Drain Pipe	LF	\$55.00		\$0.00
26	21" Storm Drain Pipe	LF	\$90.00		\$0.00
27	24" Storm Drain Pipe	LF	\$115.00		\$0.00
28	27" Storm Drain Pipe	LF	\$120.00		\$0.00
29	30" Storm Drain Pipe	LF	\$125.00		\$0.00
30	33" Storm Drain Pipe	LF	\$128.00		\$0.00
31	36" Storm Drain Pipe	LF	\$130.00		\$0.00
32	42" Storm Drain Pipe	LF	\$140.00		\$0.00
33	48" Storm Drain Pipe	LF	\$145.00		\$0.00
34	54" Storm Drain Pipe	LF	\$155.00		\$0.00
35	60" Storm Drain Pipe	LF	\$175.00		\$0.00
Reinforced Concrete Pipe or High Density Polyethylene (HDPE) Pipe (Circular)					
36	15" Storm Drain Pipe	LF	\$70.00	454.98	\$31,848.60
37	18" Storm Drain Pipe	LF	\$80.00	219	\$17,520.00
38	21" Storm Drain Pipe	LF	\$90.00		\$0.00
39	24" Storm Drain Pipe	LF	\$100.00	156.5	\$15,650.00
40	27" Storm Drain Pipe	LF	\$110.00		\$0.00
41	30" Storm Drain Pipe	LF	\$130.00	358	\$46,540.00
42	33" Storm Drain Pipe	LF	\$150.00		\$0.00
43	36" Storm Drain Pipe	LF	\$160.00	384	\$61,440.00
44	42" Storm Drain Pipe	LF	\$180.00		\$0.00
45	48" Storm Drain Pipe	LF	\$200.00		\$0.00
46	54" Storm Drain Pipe	LF	\$240.00		\$0.00
47	60" Storm Drain Pipe	LF	\$270.00		\$0.00
End Sections (Circular) - Metal					
48	15" Metal End Section CMP	EA	\$250.00	2	\$500.00
49	18" Metal End Section CMP	EA	\$275.00	1	\$275.00
50	21" Metal End Section CMP	EA	\$300.00		\$0.00
51	24" Metal End Section CMP	EA	\$350.00		\$0.00
52	27" Metal End Section CMP	EA	\$400.00		\$0.00
53	30" Metal End Section CMP	EA	\$475.00		\$0.00
54	36" Metal End Section CMP	EA	\$550.00	1	\$550.00
55	42" Metal End Section CMP	EA	\$700.00		\$0.00
56	48" Metal End Section CMP	EA	\$900.00		\$0.00
57	54" Metal End Section CMP	EA	\$1,100.00		\$0.00
End Sections (Circular) - Concrete					
58	15" RCP End Section	EA	\$650.00		\$0.00
59	18" RCP End Section	EA	\$700.00		\$0.00
60	21" RCP End Section	EA	\$750.00		\$0.00
61	24" RCP End Section	EA	\$800.00		\$0.00
62	27" RCP End Section	EA	\$950.00		\$0.00
63	30" RCP End Section	EA	\$1,050.00		\$0.00
64	36" RCP End Section	EA	\$1,300.00		\$0.00
65	42" RCP End Section	EA	\$1,600.00		\$0.00
66	48" RCP End Section	EA	\$2,000.00		\$0.00
67	54" RCP End Section	EA	\$2,400.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
Storm Drain Pipe (Squash Pipe) - Metal					
68	13" x 17" Storm Drain Pipe	EA	\$50.00	27	\$1,350.00
69	15" x 21" Storm Drain Pipe	LF	\$55.00		\$0.00
70	24" x 35" Storm Drain Pipe	LF	\$125.00		\$0.00
71	38" x 57" Storm Drain Pipe	LF	\$145.00		\$0.00
72	42" x 64" Storm Drain Pipe	LF	\$175.00		\$0.00
Storm Drain Pipe (Squash Pipe) - Reinforced Concrete Pipe					
73	13" x 17" Storm Drain Pipe	LF	\$75.00		\$0.00
74	15" x 21" Storm Drain Pipe	LF	\$80.00		\$0.00
75	24" x 35" Storm Drain Pipe	LF	\$130.00		\$0.00
76	38" x 57" Storm Drain Pipe	LF	\$250.00		\$0.00
77	42" x 64" Storm Drain Pipe	LF	\$315.00		\$0.00
End Sections (Squash Pipe) - Metal					
78	13" x 17" Metal End Section	EA	\$250.00	54	\$13,500.00
79	15" x 21" Metal End Section	EA	\$425.00		\$0.00
80	24" x 35" Metal End Section	EA	\$500.00		\$0.00
81	38" x 57" Metal End Section	EA	\$600.00		\$0.00
82	42" x 64" Metal End Section	EA	\$800.00		\$0.00
End Sections (Squash Pipe) - Reinforced Concrete Pipe					
83	13" x 17" RCP End Section	EA	\$650.00		\$0.00
84	15" x 21" RCP End Section	EA	\$700.00		\$0.00
85	24" x 35" RCP End Section	EA	\$950.00		\$0.00
86	38" x 57" RCP End Section	EA	\$2,000.00		\$0.00
87	42" x 64" RCP End Section	EA	\$2,400.00		\$0.00
Storm Drain Structures					
88	Drop Inlet - Single Pipe Opening	EA	\$2,000.00	4	\$8,000.00
89	Drop Inlet - Double Pipe Opening	EA	\$2,200.00	7	\$15,400.00
90	Drop Inlet - Triple Pipe Opening	EA	\$2,600.00		\$0.00
91	Drop Inlet - Triple Pipe Opening	EA	\$4,700.00		\$0.00
92	Curb Inlet - 6' Opening	EA	\$5,600.00		\$0.00
93	Curb Inlet - 12' Opening	EA	\$6,500.00		\$0.00
94	Curb Inlet - 16' Opening	EA	\$6,500.00		\$0.00
94	Curb Inlet - 20' Opening	EA	\$7,000.00		\$0.00
95	Manhole (4' dia., 6' height or less)	EA	\$5,000.00	24	\$120,000.00
Outfall & Channel Protection					
96	Concrete Wing Wall (5' high x 12' long x 12" thick)	EA	\$5,000.00		\$0.00
97	Concrete Wing Wall (5' high x 12' long x 12" thick)	EA	\$200.00		\$0.00
97	Gabion Basket Structure	EA	\$60.00	20	\$1,200.00
98	Rip-Rap Stone - Class 1	CY	\$70.00	34	\$2,380.00
99	Rip-Rap Stone - Class 2	CY	\$85.00		\$0.00
100	Rip-Rap Stone - Class 3	CY	\$85.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.9 Miscellaneous Site Construction & Structures					
1	Bus Stop Enclosure	EA	\$3,000.00		\$0.00
2	Mail Box Cluster	EA	\$3,000.00		\$0.00
3	Gazebo, Tot Lot, or other Amenities, etc (Provide Cost Estimate)	LS			\$0.00
4	Subdivision Entrance Sign - Masonry/Brick	EA	\$10,000.00		\$0.00
5	Subdivision Entrance Sign - Wood	EA	\$4,000.00		\$0.00
6	Set Property Corners	LOT	\$350.00	71	\$24,850.00
7	Construction Stake-out (\$10,000 min)	LOT	\$500.00	71	\$35,500.00
8	Construction Management/As-Builts (\$10,000 min)	LOT	\$500.00	71	\$35,500.00
9	Formation of HOA by Developer (\$10,000 min)	LOT	\$500.00	71	\$35,500.00
10					
11					

Grand Total All Costs	\$1,561,233.46
15% Contingency	\$234,185.02
TOTAL BOND AMOUNT	\$1,795,418.48

Jefferson County, West Virginia
Engineering Department
Construction Bond - Reduction/Release Request Form
(Unit costs revised November 1, 2010, Format revised March 28, 2012)

Date Submitted: _____ J.C.P.C. File No. : _____

Engineer/Consultant's Name & Seal: _____

Project/Subdivision Name: _____

Section/Description: _____

Revised Bond Amount Approved: \$ _____
By: _____ Date: _____
Official Use, Do Not Write In This Box

Item No.	Description	Bond Estimate			
		Unit	Unit Cost	Quantity	Total Cost

2.1 Erosion & Sediment Control

1	Stabilized Construction Entrance	EA	\$2,250.00		\$0.00
2	Silt Fence - Standard	LF	\$5.00		\$0.00
3	Silt Fence - Super	LF	\$20.00		\$0.00
4	Earth Dike Construction	LF	\$20.00		\$0.00
5	Inlet Protection Device	EA	\$180.00		\$0.00
6	Outlet Protection Device	EA	\$300.00		\$0.00
7	Stone Check Dams	EA	\$190.00		\$0.00
8	Sediment Trap Excavation	CY	\$13.00		\$0.00
9	Sediment Basin/Pond	EA	\$3,650.00		\$0.00
10	Rip-Rap Apron/Plunge Pool	CY	\$50.00		\$0.00
11	Grass Waterway/Drainage Swale	LF	\$15.00		\$0.00
12	Diversion Ditch	LF	\$2.50		\$0.00
13	Seeding with Straw Mulch - Temporary	SF	\$0.15		\$0.00
14	Seeding with Straw Mulch - Permanent	SF	\$0.20		\$0.00
15	Jute Matting	LF	\$3.00		\$0.00
16	Sod	SF	\$0.95		\$0.00
17	Soil Stabilizing Mat/Jute Matt	SF	\$2.50		\$0.00
18	Geotextile Fabric	SF	\$5.00		\$0.00
19	Vertical Dewatering Device	LS	\$1,000.00		\$0.00
20	Tree Protection	EA	\$125.00		\$0.00
21	Temporary Utility Line Stream Crossing/Diversion	EA	\$1,250.00		\$0.00

2.2 Site Preparation & Demolition

1	Clearing & Grubbing - Light Cover	ACRE	\$6,500.00		\$0.00
2	Clearing & Grubbing - Moderate Cover	ACRE	\$9,800.00		\$0.00
3	Clearing & Grubbing - Heavy Cover	ACRE	\$15,000.00		\$0.00
4	Clearing & Grubbing - Very Heavy Cover	ACRE	\$17,000.00		\$0.00
5	Removal of Asphalt Pavement	SY	\$7.00		\$0.00
6	Removal of Fencing	LF	\$5.50		\$0.00
7	Removal of Power Pole	EA	\$7,650.00		\$0.00
8	Removal of Buildings (Provide Cost Estimate)	EA			\$0.00

2.3 Earthwork

1	Strip Topsoil	CY	\$6.00		\$0.00
2	Common Excavation	CY	\$10.00		\$0.00
3	Trench Excavation	CY	\$10.00		\$0.00
4	Borrow Material - On Site	CY	\$6.00		\$0.00

Item No.	Description	Bond Estimate			
		Unit	Unit Cost	Quantity	Total Cost
5	Borrow Material - Imported from Off Site	CY	\$15.00		\$0.00
6	Rock Excavation	CY	\$55.00		\$0.00
7	Rock Excavation - Trench	CY	\$75.00		\$0.00
8	Replace Topsoil	CY	\$6.00		\$0.00
9	Ditchlines	LF	\$5.00		\$0.00

2.4 Paved Surface Construction

1	4" Thick Aggregate Base	SY	\$7.00		\$0.00
2	5" Thick Aggregate Base	SY	\$8.75		\$0.00
3	6" Thick Aggregate Base	SY	\$10.50		\$0.00
4	8" Thick Aggregate Base	SY	\$15.75		\$0.00
5	Bituminous Asphalt Tack Coat	SY	\$2.50		\$0.00
6	Bituminous Asphalt Base Course - 2"	SY	\$6.00		\$0.00
7	Bituminous Asphalt Base Course - 2-1/2"	SY	\$7.00		\$0.00
8	Bituminous Asphalt Base Course - 3"	SY	\$10.00		\$0.00
9	Bituminous Asphalt Base Course - 4"	SY	\$13.00		\$0.00
10	Bituminous Asphalt Surface Course - 1"	SY	\$6.00		\$0.00
11	Bituminous Asphalt Surface Course - 1-1/2"	SY	\$8.00		\$0.00
12	Bituminous Asphalt Surface Course - 2"	SY	\$10.00		\$0.00
13	Bituminous Asphalt Entrance Apron - Residential	EA	\$2,000.00		\$0.00
14	Concrete Entrance Apron - Commercial Site	EA	\$4,000.00		\$0.00
15	Concrete Curb & Gutter	LF	\$35.00		\$0.00
16	Concrete Curb Only	LF	\$30.00		\$0.00
17	Bituminous Asphalt Walkway	SF	\$3.00		\$0.00
18	Concrete Sidewalk	SF	\$7.00		\$0.00
19	Concrete Precast Wheel Stops	EA	\$65.00		\$0.00
20	Pavement Directional Arrows/Symbols	EA	\$100.00		\$0.00
21	Pavement Letters	EA	\$100.00		\$0.00
22	Pavement Lines/Stripes	LF	\$5.00		\$0.00
23	Pavement - Handicapped Parking Symbol & Hatch Lines	Per Space	\$200.00		\$0.00
24	Sign - Traffic Control (Stop, Speed Limit, Directional, etc.)	EA	\$200.00		\$0.00
25	Sign - Handicapped Parking Sign	EA	\$200.00		\$0.00
26	Sign - Street Name per E911 Addressing Ordinance	EA	\$200.00		\$0.00
27	Guard Rail - Steel Beam & Posts	LF	\$40.00		\$0.00
28	Fence - Chain Link 6' High	LF	\$20.00		\$0.00
29	Lights - Parking Lot (light fixture, foundation, & wiring)	EA	\$3,500.00		\$0.00
30	Bollards (wood or steel)	EA	\$500.00		\$0.00
31	Traffic Control/Stop Light (Provide WVDOH cost estimate)	EA			\$0.00

2.5 Landscaping

1	Transplanting Trees (6' or less)	EA	\$75.00		\$0.00
2	Transplanting Shrubs	EA	\$50.00		\$0.00
3	Plant Shrubs (Evergreen or Deciduous)	EA	\$80.00		\$0.00
4	Plant Tree (6' or less) - Evergreen	EA	\$200.00		\$0.00
5	Plant Tree (6' or less) - Deciduous	EA	\$225.00		\$0.00
6	Plant Tree (6' or less) - Flowering	EA	\$250.00		\$0.00
7	Plant Ground Cover (per 100 plants)	EA	\$175.00		\$0.00
8	Plant Wetlands Vegetation (per 100 plants)	EA	\$250.00		\$0.00
9	Plant Screen Trees	EA	\$200.00		\$0.00
10	Plant Street/Shade Trees	EA	\$200.00		\$0.00
11	Mulching (wood landscape mulch in place)	CY	\$3.00		\$0.00

2.6 Sanitary Sewer System

1	4" PVC Schedule 80 Pipe	LF	\$30.00		\$0.00
2	6" PVC Schedule 80 Pipe	LF	\$50.00		\$0.00
3	8" PVC Schedule 80 Pipe	LF	\$60.00		\$0.00
4	10" PVC Schedule 80 Pipe	LF	\$70.00		\$0.00
5	Manhole 4' Diameter (6' height or less)	EA	\$5,000.00		\$0.00
6	Grease Trap	EA	\$4,000.00		\$0.00

Item No.	Description	Bond Estimate			
		Unit	Unit Cost	Quantity	Total Cost
7	4" Service Lateral (20' to Edge of R.O.W./Property Line)	EA	\$1,200.00		\$0.00
8	Sanitary Sewer Pump Station (Provide Cost Estimate)	EA			\$0.00
9	Road Bore/Crossing (with Pipe & Steel Casing (Provide Cost Estimate)	LF			\$0.00

2.7 Potable Water System

1	1" Copper Service Line	LF	\$30.00		\$0.00
2	2" Copper Service Line	LF	\$55.00		\$0.00
3	4" Ductile Iron Pipe	LF	\$40.00		\$0.00
4	6" Ductile Iron Pipe	LF	\$55.00		\$0.00
5	8" Ductile Iron Pipe	LF	\$65.00		\$0.00
6	10" Ductile Iron Pipe	LF	\$75.00		\$0.00
7	12" Ductile Iron Pipe	LF	\$85.00		\$0.00
8	Fire Hydrant with 6" line	LF	\$4,000.00		\$0.00
9	4" Gate Valve & Box	EA	\$500.00		\$0.00
10	6" Gate Valve & Box	EA	\$800.00		\$0.00
11	8" Gate Valve & Box	EA	\$950.00		\$0.00
12	10" Gate Valve & Box	EA	\$1,200.00		\$0.00
13	12" Gate Valve & Box	EA	\$1,800.00		\$0.00
14	Concrete Buttress/Thrust Block	EA	\$300.00		\$0.00
15	Pressure Reducing Valve & Vault (Provide Cost Estimate)	EA			\$0.00
16	Tapping Sleeve & Valve (Provide Cost Estimate)	EA			\$0.00
17	Water Meter Setter, Box & Service Line Tap	EA	\$1,500.00		\$0.00

2.8 Storm Water Management & Storm Drainage

SWM Basin/Ponds

1	Excavation - Basin/Pond	CY	\$12.00		\$0.00
2	Excavation - Core Trench	CY	\$12.00		\$0.00
3	Embankment Construction - On-Site Material	CY	\$17.00		\$0.00
4	Embankment Construction - Imported Material	CY	\$33.00		\$0.00
5	Concrete Control Structures (< 7 Cubic Yards)	EA	\$3,500.00		\$0.00
6	Concrete Control Structures (7 to 12 Cubic Yards)	EA	\$3,800.00		\$0.00
7	Concrete Control Structures (12.1 to 17 Cubic Yards)	EA	\$5,000.00		\$0.00
8	Concrete Control Structures (> 17 Cubic Yards) (Provide Cost Estimate)	EA			\$0.00
9	Reinforced Concrete Pipe Cradle	CY	\$500.00		\$0.00
10	Corrugate Metal PipeCont. Struct.	Each per inch dia. X ft. height	\$10.00		\$0.00
11	Dewatering Pipes or Structures	EA	\$1,000.00		\$0.00
12	Filter Stone for Dewatering Pipe (1" to 2" dia. clean)	CY	\$50.00		\$0.00
13	Antiseep Collar	Each per foot of width	\$75.00		\$0.00
14	Trash Rack	Each per inch dia.	\$40.00		\$0.00
15	Water Tight Pipe Bands	Each per inch dia.	\$10.00		\$0.00
16	Bio-Retention Basin (Provide Cost Estimate)	EA			\$0.00

PVC Slotted Pipe

17	4" PVC Slotted or Perforated Drain Pipe	LF	\$5.50		\$0.00
18	6" PVC Slotted or Perforated Drain Pipe	LF	\$7.50		\$0.00
19	8" PVC Slotted or Perforated Drain Pipe	LF	\$25.00		\$0.00
20	12" PVC Slotted or Perforated Drain Pipe	LF	\$30.00		\$0.00
21	15" PVC Slotted or Perforated Drain Pipe	LF	\$35.00		\$0.00
22	18" PVC Slotted or Perforated Drain Pipe	LF	\$40.00		\$0.00
23	24" PVC Slotted or Perforated Drain Pipe	LF	\$50.00		\$0.00

Corrugate Metal Pipe (Circular)

24	15" Storm Drain Pipe	LF	\$50.00		\$0.00
25	18" Storm Drain Pipe	LF	\$55.00		\$0.00
26	21" Storm Drain Pipe	LF	\$90.00		\$0.00
27	24" Storm Drain Pipe	LF	\$115.00		\$0.00
28	27" Storm Drain Pipe	LF	\$120.00		\$0.00

Item No.	Description	Bond Estimate			
		Unit	Unit Cost	Quantity	Total Cost
29	30" Storm Drain Pipe	LF	\$125.00		\$0.00
30	33" Storm Drain Pipe	LF	\$128.00		\$0.00
31	36" Storm Drain Pipe	LF	\$130.00		\$0.00
32	42" Storm Drain Pipe	LF	\$140.00		\$0.00
33	48" Storm Drain Pipe	LF	\$145.00		\$0.00
34	54" Storm Drain Pipe	LF	\$155.00		\$0.00
35	60" Storm Drain Pipe	LF	\$175.00		\$0.00
Reinforced Concrete Pipe or High Density Polyethylene (HDPE) Pipe (Circular)					
36	15" Storm Drain Pipe	LF	\$70.00		\$0.00
37	18" Storm Drain Pipe	LF	\$80.00		\$0.00
38	21" Storm Drain Pipe	LF	\$90.00		\$0.00
39	24" Storm Drain Pipe	LF	\$100.00		\$0.00
40	27" Storm Drain Pipe	LF	\$110.00		\$0.00
41	30" Storm Drain Pipe	LF	\$130.00		\$0.00
42	33" Storm Drain Pipe	LF	\$150.00		\$0.00
43	36" Storm Drain Pipe	LF	\$160.00		\$0.00
44	42" Storm Drain Pipe	LF	\$180.00		\$0.00
45	48" Storm Drain Pipe	LF	\$200.00		\$0.00
46	54" Storm Drain Pipe	LF	\$240.00		\$0.00
47	60" Storm Drain Pipe	LF	\$270.00		\$0.00
End Sections (Circular) - Metal					
48	15" Metal End Section CMP	EA	\$250.00		\$0.00
49	18" Metal End Section CMP	EA	\$275.00		\$0.00
50	21" Metal End Section CMP	EA	\$300.00		\$0.00
51	24" Metal End Section CMP	EA	\$350.00		\$0.00
52	27" Metal End Section CMP	EA	\$400.00		\$0.00
53	30" Metal End Section CMP	EA	\$475.00		\$0.00
54	36" Metal End Section CMP	EA	\$550.00		\$0.00
55	42" Metal End Section CMP	EA	\$700.00		\$0.00
56	48" Metal End Section CMP	EA	\$900.00		\$0.00
57	54" Metal End Section CMP	EA	\$1,100.00		\$0.00
End Sections (Circular) - Concrete					
58	15" RCP End Section	EA	\$650.00		\$0.00
59	18" RCP End Section	EA	\$700.00		\$0.00
60	21" RCP End Section	EA	\$750.00		\$0.00
61	24" RCP End Section	EA	\$800.00		\$0.00
62	27" RCP End Section	EA	\$950.00		\$0.00
63	30" RCP End Section	EA	\$1,050.00		\$0.00
64	36" RCP End Section	EA	\$1,300.00		\$0.00
65	42" RCP End Section	EA	\$1,600.00		\$0.00
66	48" RCP End Section	EA	\$2,000.00		\$0.00
67	54" RCP End Section	EA	\$2,400.00		\$0.00
Storm Drain Pipe (Squash Pipe) - Metal					
68	13" x 17" Storm Drain Pipe	EA	\$50.00		\$0.00
69	15" x 21" Storm Drain Pipe	LF	\$55.00		\$0.00
70	24" x 35" Storm Drain Pipe	LF	\$125.00		\$0.00
71	38" x 57" Storm Drain Pipe	LF	\$145.00		\$0.00
72	42" x 64" Storm Drain Pipe	LF	\$175.00		\$0.00
Storm Drain Pipe (Squash Pipe) - Reinforced Concrete Pipe					
73	13" x 17" Storm Drain Pipe	LF	\$75.00		\$0.00
74	15" x 21" Storm Drain Pipe	LF	\$80.00		\$0.00
75	24" x 35" Storm Drain Pipe	LF	\$130.00		\$0.00
76	38" x 57" Storm Drain Pipe	LF	\$250.00		\$0.00
77	42" x 64" Storm Drain Pipe	LF	\$315.00		\$0.00
End Sections (Squash Pipe) - Metal					
78	13" x 17" Metal End Section	EA	\$250.00		\$0.00
79	15" x 21" Metal End Section	EA	\$425.00		\$0.00
80	24" x 35" Metal End Section	EA	\$500.00		\$0.00
81	38" x 57" Metal End Section	EA	\$600.00		\$0.00

Item No.	Description	Bond Estimate		
		Unit	Unit Cost	Total Cost
82	42" x 64" Metal End Section	EA	\$800.00	\$0.00
End Sections (Squash Pipe) - Reinforced Concrete Pipe				
83	13" x 17" RCP End Section	EA	\$650.00	\$0.00
84	15" x 21" RCP End Section	EA	\$700.00	\$0.00
85	24" x 35" RCP End Section	EA	\$950.00	\$0.00
86	38" x 57" RCP End Section	EA	\$2,000.00	\$0.00
87	42" x 64" RCP End Section	EA	\$2,400.00	\$0.00
Storm Drain Structures				
88	Drop Inlet - Single Pipe Opening	EA	\$2,000.00	\$0.00
89	Drop Inlet - Double Pipe Opening	EA	\$2,200.00	\$0.00
90	Drop Inlet - Triple Pipe Opening	EA	\$2,600.00	\$0.00
91	Curb Inlet - 6' Opening	EA	\$4,700.00	\$0.00
92	Curb Inlet - 12' Opening	EA	\$5,600.00	\$0.00
93	Curb Inlet - 16' Opening	EA	\$6,500.00	\$0.00
94	Curb Inlet - 20' Opening	EA	\$7,000.00	\$0.00
95	Manhole (4' dia., 6' height or less)	EA	\$5,000.00	\$0.00
Outfall & Channel Protection				
96	Concrete Wing Wall (5' high x 12' long x 12" thick)	EA	\$5,000.00	\$0.00
97	Gabion Basket Structure	EA	\$200.00	\$0.00
98	Rip-Rap Stone - Class 1	CY	\$60.00	\$0.00
99	Rip-Rap Stone - Class 2	CY	\$70.00	\$0.00
100	Rip-Rap Stone - Class 3	CY	\$85.00	\$0.00

2.9 Miscellaneous Site Construction & Structures

1	Bus Stop Enclosure	EA	\$3,000.00	\$0.00
2	Mail Box Cluster	EA	\$3,000.00	\$0.00
3	Gazebo, Tot Lot, or other Amenities, etc (Provide Cost Estimate)	LS		\$0.00
4	Subdivision Entrance Sign - Masonry/Brick	EA	\$10,000.00	\$0.00
5	Subdivision Entrance Sign - Wood	EA	\$4,000.00	\$0.00
6	Set Property Corners	LOT	\$350.00	\$0.00
7	Construction Stake-out (\$10,000 min)	LOT	\$500.00	
8	Construction Management/As-Builts (\$10,000 min)	LOT	\$500.00	
9	Formation of HOA by Developer (\$10,000 min)	LOT	\$500.00	
10				
11				

Grand Total All Costs	\$0.00
15% Contingency	\$0.00
TOTAL BOND AMOUNT	\$0.00

Bond Reduction/Release		
% Complete	\$ Amount Complete	\$ Amount Remaining
To Date	To Date	To Be Completed

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Bond Reduction/Release		
% Complete	\$ Amount Complete	\$ Amount Remaining
To Date	To Date	To Be Completed

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Jefferson County, West Virginia
 Department of Planning, Zoning, & Engineering
 Construction Bond - Estimate

Project Name: Beallair

Date: 20-Dec-06

Section: Phase 2

J.C.P.C. File No.

Bond Amount Approved:

By:
 Official Use Do Not Write In This Box

Date:

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.1 Erosion & Sediment Control					
1	Stabilized Construction Entrance	EA	\$2,250.00	7	\$15,750.00
2	Silt Fence - Standard	LF	\$3.60	199	\$716.40
3	Silt Fence - Super	LF	\$16.50		\$0.00
4	Earth Dike Construction	LF	\$17.50	630	\$11,025.00
5	Inlet Protection Device	EA	\$180.00	3	\$540.00
6	Outlet Protection Device	EA	\$250.00		\$0.00
7	Stone Check Dams	EA	\$175.00		\$0.00
8	Sediment Trap Excavation	CY	\$11.00		\$0.00
9	Sediment Basin/Pond	EA	\$3,650.00		\$0.00
10	Rip-Rap Apron/Plunge Pool	CY	\$41.00		\$0.00
11	Grass Waterway/Drainage Swale	LF	\$9.50		\$0.00
12	Seeding with Straw Mulch - Temporary	SF	\$0.11		\$0.00
13	Seeding with Straw Mulch - Permanent	SF	\$0.15	37,200	\$5,580.00
14	Sod	SF	\$0.85		\$0.00
15	Soil Stabilizing Matt/Jute Matt	SF	\$1.25	4,300	\$5,375.00
16	Geotextile Fabric	SF	\$1.25		\$0.00
17	Tree Protection	EA	\$125.00		\$0.00
18	Temporary Utility Line Stream Crossing/Diversion	EA	\$1,250.00		\$0.00

2.2 Site Preparation & Demolition

1	Clearing & Grubbing - Light Cover (Country Club Road N & S area only)	ACRE	\$6,500.00	1.4	\$8,822.60
2	Clearing & Grubbing - Moderate Cover	ACRE	\$8,750.00		\$0.00
3	Clearing & Grubbing - Heavy Cover	ACRE	\$12,250.00		\$0.00
4	Clearing & Grubbing - Very Heavy Cover	ACRE	\$14,500.00		\$0.00
5	Removal of Asphalt Pavement	SY	\$6.35		\$0.00
6	Removal of Fencing	LF	\$5.15		\$0.00
7	Removal of Power Pole	EA	\$7,650.00		\$0.00
8	Removal of Buildings	EA	Quote		

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.3 Earthwork					
1	Strip Topsoil (Country Club Road N & S area only)	CY	\$3.75	1,676	\$6,283.33
2	Common Excavation	CY	\$4.25		\$0.00
3	Trench Excavation	CY	\$9.00		\$0.00
4	Borrow Material - On Site (Country Club Road N area only)	CY	\$4.50	370	\$1,666.67
5	Borrow Material - Imported from Off Site	CY	\$12.00		\$0.00
6	Rock Excavation	CY	\$52.50		\$0.00
7	Rock Excavation - Trench	CY	\$68.00		\$0.00
8	Replace Topsoil (Country Club Road N & S area only)	CY	\$4.50	838	\$3,770.00

2.4 Paved Surface Construction					
1	4" Thick Aggregate Base	SY	\$4.75		\$0.00
2	5" Thick Aggregate Base	SY	\$5.75		\$0.00
3	6" Thick Aggregate Base	SY	\$7.25		\$0.00
4	9" Thick Aggregate Base	SY	\$9.75	10,014	\$97,636.50
5	Bituminous Asphalt Track Coat	SY	\$2.00		\$0.00
6	Bituminous Asphalt Base Course - 2-1/2" (Pro-rated for 2")	SY	\$4.80	10,014	\$48,067.20
7	Bituminous Asphalt Base Course - 4"	SY	\$9.75		\$0.00
8	Bituminous Asphalt Surface Course - 2" (Pro-rated for 1.5")	SY	\$4.13	10,014	\$41,357.82
9	Bituminous Asphalt Entrance Apron - Residential	EA	\$1,500.00		\$0.00
10	Concrete Entrance Apron - Commercial Site	EA	\$3,500.00		\$0.00
11	Concrete Curb & Gutter	LF	\$23.00	1,459	\$33,557.00
12	Concrete Curb Only	LF	\$19.00		\$0.00
13	Bituminous Asphalt Walkway	SF	\$1.75		\$0.00
14	Concrete Sidewalk	SF	\$4.75	3,984	\$18,924.00
15	Concrete Precast Wheel Stops	EA	\$40.00		\$0.00
16	Pavement Directional Arrows/Symbols	EA	\$65.00	8	\$520.00
17	Pavement Letters	EA	\$35.00		\$0.00
18	Pavement Lines/Stripes	LF	\$0.50	3,080	\$1,540.00
19	Pavement - Handicapped Parking Symbol & Hatch Lines	EA	\$175.00		\$0.00
20	Sign - Traffic Control (Stop, speed Limit, Directional, etc.)	EA	\$175.00	10	\$1,750.00
21	Sign - handicapped Parking Sign	EA	\$175.00		\$0.00
22	Sign - Street Name per E911 Addressing Ordinance	EA	\$165.00	10	\$1,650.00
23	Guard Rail - Steel Beam & Posts	LF	\$35.00		\$0.00
24	Fence - Chain Link 6' High	LF	\$15.00		\$0.00
25	Lights - Parking Lot (light fixture, foundation, & wiring)	EA	Quote		
26	Bollards (wood or steel)	EA	\$450.00		\$0.00
27	Traffic Control/Stop Light (WVDOH cost estimate)	EA	Quote		

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.5 Landscaping					
1	Transplanting Trees (6' or less)	EA	\$45.00		\$0.00
2	Transplanting Shrubs	EA	\$25.00		\$0.00
3	Plant Shrubs (Evergreen or Deciduous)	EA	\$35.00		\$0.00
4	Plant Tree (6' or less) - Evergreen	EA	\$125.00		\$0.00
5	Plant Tree (6' or less) - Deciduous	EA	\$155.00		\$0.00
6	Plant Tree (6' or less) - Flowering	EA	\$200.00		\$0.00
7	Plant Ground Cover (per 100 plants)	EA	\$120.00		\$0.00
8	Plant Wetlands Vegetation (per 100 plants)	EA	\$175.00		\$0.00
9	Plant Screen Trees	EA	\$125.00	9	\$1,125.00
10	Plant Street/Shade Trees	EA	\$125.00		\$0.00
11	Mulching (wood landscape mulch in place)	SF	\$1.25		\$0.00

2.6 Sanitary Sewer System					
1	4" PVC Schedule 80 Pipe	LF	\$26.50	2,554	\$67,681.00
2	6" PVC Schedule 80 Pipe	LF	\$28.75		\$0.00
3	8" PVC Schedule 80 Pipe	LF	\$44.00	3,710	\$163,240.00
4	10" PVC Schedule 80 Pipe	LF	\$51.00		\$0.00
5	Manhole 4' Diameter (6' height or less)	EA	\$4,000.00	18	\$72,000.00
6	Grease Trap	EA	\$4,000.00		\$0.00
7	4" Service Lateral (20' to Edge of R.O.W./Property Line)	EA	\$1,000.00		\$0.00
8	Sanitary Sewer Pump Station	EA	Quote		
9	Road Bore/Crossing (with Pipe & Steel Casing)	LF	Quote		

2.7 Potable Water System					
1	1" Copper Service Line (Pro-rated for 3/4")	LF	\$20.00	2,515	\$50,300.00
2	2" Copper Service Line	LF	\$47.00		\$0.00
3	4" Ductile Iron Pipe	LF	\$18.50	1,511	\$27,953.50
4	6" Ductile Iron Pipe	LF	\$22.50	1,327	\$29,857.50
5	8" Ductile Iron Pipe	LF	\$32.50		\$0.00
6	10" Ductile Iron Pipe	LF	\$57.00		\$0.00
7	12" Ductile Iron Pipe	LF	\$78.00		\$0.00
8	Fire Hydrant with 6" Line	LF (EA)	\$3,800.00	1	\$3,800.00
9	4" Gate Valve & Box	EA	\$450.00	5	\$2,250.00
10	6" Gate Valve & Box	EA	\$725.00	2	\$1,450.00
11	8" Gate Valve & Box	EA	\$875.00		\$0.00
12	10" Gate Valve & Box	EA	\$1,150.00		\$0.00
13	12" Gate Valve & Box	EA	\$1,675.00		\$0.00
14	Concrete Buttress/Thrust Block	EA	\$100.00		\$0.00
15	Pressure Reducing Valve & Vault	EA	Quote		
16	Tapping Sleeve & Valve	EA	Quote		
17	Water Meter Setter, Box & Service Line Tap	EA	\$1,200.00	84	\$100,800.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.8 Storm Water Management & Storm Drainage					
SWM Basin/Ponds					
1	Excavation - Basin/Pond	CY	\$6.25		\$0.00
2	Excavation - Core Trench	CY	\$6.00		\$0.00
3	Embankment Construction - On-Site Material	CY	\$14.25		\$0.00
4	Embankment Construction - Imported Material	CY	\$27.50		\$0.00
5	Concrete Control Structures (<7 Cubic Yards)	EA	\$2,400.00		\$0.00
6	Concrete Control Structures (7 to 12 Cubic Yards)	EA	\$2,900.00		\$0.00
7	Concrete Control Structures (12.1 to 17 Cubic Yards)	EA	\$3,300.00		\$0.00
8	Concrete Control Structures (>17 Cubic Yards)	EA	Quote		
9	Reinforced Concrete Pipe Cradle	CY	\$275.00		\$0.00
10	Corrugated Metal Pipe Control Structure	<i>Each per inch dia. X ft. height</i>	\$8.00		\$0.00
11	Dewatering Pipes or Structures	EA	\$350.00		\$0.00
12	Filter Stone for Dewatering Pipe (1" to 2" dia clean)	CY	\$30.00		\$0.00
13	Antiseep Collar	<i>Each per foot of width</i>	\$65.00		\$0.00
14	Trash Rack	<i>Each per inch dia.</i>	\$30.00		\$0.00
15	Water Tight Pipe Bands	<i>Each per inch dia.</i>	\$7.50		\$0.00
16	Bio-Retention Basin	EA	Quote		
PVC Slotted Pipe					
17	4" PVC Slotted or Perforated Drain Pipe	LF	\$4.50		\$0.00
18	6" PVC Slotted or Perforated Drain Pipe	LF	\$6.25		\$0.00
19	8" PVC Slotted or Perforated Drain Pipe	LF	\$19.50		\$0.00
20	12" PVC Slotted or Perforated Drain Pipe	LF	\$22.50		\$0.00
21	15" PVC Slotted or Perforated Drain Pipe	LF	\$25.00		\$0.00
22	18" PVC Slotted or Perforated Drain Pipe	LF	\$29.25		\$0.00
23	24" PVC Slotted or Perforated Drain Pipe	LF	\$37.50		\$0.00
Corrugate Metal Pipe (Circular)					
24	15" Storm Drain Pipe CMP	LF	\$32.00		\$0.00
25	18" Storm Drain Pipe CMP	LF	\$40.00		\$0.00
26	21" Storm Drain Pipe CMP	LF	\$65.00		\$0.00
27	24" Storm Drain Pipe CMP	LF	\$85.00		\$0.00
28	27" Storm Drain Pipe CMP	LF	\$92.00		\$0.00
29	30" Storm Drain Pipe CMP	LF	\$102.00		\$0.00
30	33" Storm Drain Pipe CMP	LF	\$110.00		\$0.00
31	36" Storm Drain Pipe CMP	LF	\$115.00		\$0.00
32	42" Storm Drain Pipe CMP	LF	\$122.00		\$0.00
33	48" Storm Drain Pipe CMP	LF	\$136.00		\$0.00
34	54" Storm Drain Pipe CMP	LF	\$142.00		\$0.00
35	60" Storm Drain Pipe CMP	LF			\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
Reinforced Concrete Pipe or High Density Polyethylene (HDPE) Pipe (Circular)					
36	15" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$40.00	565	\$22,600.00
37	18" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$46.25	219	\$10,128.75
38	21" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$73.00		\$0.00
39	24" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$92.50	314	\$29,045.00
40	27" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$102.00		\$0.00
41	30" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$118.00	358	\$42,244.00
42	33" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$126.00		\$0.00
43	36" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$132.00	384	\$50,688.00
44	42" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$150.00		\$0.00
45	48" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$163.00		\$0.00
46	54" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$198.00		\$0.00
47	60" Storm Drain Pipe Reinforced Concrete or HDPE	LF	\$220.00		\$0.00
End Sections (Circular) - Metal					
48	15" Metal End Section CMP (HDPE)	EA	\$175.00	2	\$350.00
49	18" Metal End Section CMP (HDPE)	EA	\$195.00	1	\$195.00
50	21" Metal End Section CMP	EA	\$225.00		\$0.00
51	24" Metal End Section CMP	EA	\$275.00		\$0.00
52	27" Metal End Section CMP	EA	\$325.00		\$0.00
53	30" Metal End Section CMP	EA	\$400.00		\$0.00
54	36" Metal End Section CMP (HDPE)	EA	\$450.00	1	\$450.00
55	42" Metal End Section CMP	EA	\$585.00		\$0.00
56	48" Metal End Section CMP	EA	\$775.00		\$0.00
57	54" Metal End Section CMP	EA	\$925.00		\$0.00
End Sections (Circular) - Concrete					
58	15" RCP End Section Reinforced Concrete Pipe	EA	\$395.00		\$0.00
59	18" RCP End Section Reinforced Concrete Pipe	EA	\$425.00		\$0.00
60	21" RCP End Section Reinforced Concrete Pipe	EA	\$525.00		\$0.00
61	24" RCP End Section Reinforced Concrete Pipe	EA	\$650.00		\$0.00
62	27" RCP End Section Reinforced Concrete Pipe	EA	\$750.00		\$0.00
63	30" RCP End Section Reinforced Concrete Pipe	EA	\$915.00		\$0.00
64	36" RCP End Section Reinforced Concrete Pipe	EA	\$1,350.00		\$0.00
65	42" RCP End Section Reinforced Concrete Pipe	EA	\$1,550.00		\$0.00
66	48" RCP End Section Reinforced Concrete Pipe	EA	\$1,850.00		\$0.00
67	54" RCP End Section Reinforced Concrete Pipe	EA	\$2,000.00		\$0.00
Storm Drain Pipe (Squash Pipe) - Metal					
68	13" x 17" Storm Drain Pipe CMP (27@ 24' each)	LF	\$25.00	648	\$16,200.00
69	15" x 21" Storm Drain Pipe CMP	LF	\$32.00		\$0.00
70	24" x 35" Storm Drain Pipe CMP	LF	\$45.00		\$0.00
71	38" x 57" Storm Drain Pipe CMP	LF	\$115.00		\$0.00
72	42" x 64" Storm Drain Pipe CMP	LF	\$165.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
Storm Drain Pipe (Squash Pipe) - Reinforced Concrete Pipe					
73	13" x 17" Storm Drain Pipe Reinforced Concrete Pipe	LF	\$35.00		\$0.00
74	15" x 21" Storm Drain Pipe Reinforced Concrete Pipe	LF	\$40.00		\$0.00
75	24" x 35" Storm Drain Pipe Reinforced Concrete Pipe	LF	\$90.00		\$0.00
76	38" x 57" Storm Drain Pipe Reinforced Concrete Pipe	LF	\$245.00		\$0.00
77	42" x 64" Storm Drain Pipe Reinforced Concrete Pipe	LF	\$315.00		\$0.00
End Sections (Squash Pipe) - Metal					
78	13" x 17" Metal End Section CMP	EA	\$215.00	54	\$11,610.00
79	15" x 21" Metal End Section CMP	EA	\$355.00		\$0.00
80	24" x 35" Metal End Section CMP	EA	\$415.00		\$0.00
81	38" x 57" Metal End Section CMP	EA	\$535.00		\$0.00
82	42" x 64" Metal End Section CMP	EA	\$675.00		\$0.00
End Sections (Squash Pipe) - Reinforced Concrete Pipes					
83	13" x 17" RCP End Section Reinforced Concrete Pipe	EA	\$390.00		\$0.00
84	15" x 21" RCP End Section Reinforced Concrete Pipe	EA	\$425.00		\$0.00
85	24" x 35" RCP End Section Reinforced Concrete Pipe	EA	\$550.00		\$0.00
86	38" x 57" RCP End Section Reinforced Concrete Pipe	EA	\$750.00		\$0.00
87	42" x 64" RCP End Section Reinforced Concrete Pipe	EA	\$965.00		\$0.00
Storm Drain Structures					
88	Drop Inlet - Single Pipe Opening	EA	\$1,600.00	6	\$9,600.00
89	Drop Inlet - Double Pipe Opening	EA	\$1,865.00	9	\$16,785.00
90	Drop Inlet - Triple Pipe Opening	EA	\$2,200.00		\$0.00
91	Curb Inlet - 6' Opening	EA	\$4,200.00		\$0.00
92	Curb Inlet - 12' Opening	EA	\$6,500.00		\$0.00
93	Curb Inlet - 16' Opening	EA	\$6,200.00		\$0.00
94	Curb Inlet - 20' Opening	EA	\$6,700.00		\$0.00
95	Manhole (4' dia., 6' height or less)	EA	\$4,000.00	24	\$96,000.00
Outfall & Channel Protection					
96	Concrete Wing Wall (5' high x 12' long x 12" thick)	EA	\$3,500.00		\$0.00
97	Gabion Basket Structure	CY	\$175.00		\$0.00
98	Rip-Rap Stone - Class 1	CY	\$45.00	20	\$900.00
99	Rip-Rap Stone - Class 2	CY	\$50.00	34	\$1,700.00
100	Rip-Rap Stone - Class 3	CY	\$60.00		\$0.00
2.9 Miscellaneous Site Construction & Structures					
1	Bus Stop Enclosure	EA	\$1,900.00		\$0.00
2	Mail Box Cluster	EA	\$1,000.00		\$0.00
3	Construction Stake-out	LS	\$750.00		\$0.00
4	Set Property Corners	per Lot	\$225.00	84	\$18,900.00

Grand Total All Costs	\$1,152,384.27
15% Contingency	\$172,857.64
TOTAL BOND AMOUNT	\$1,325,241.91

Jefferson County, West Virginia
Engineering Department
Construction Bond - Estimate Form

(Unit costs revised November 1, 2010, Format revised March 28, 2012)

Date Submitted: 18-Jan-13 J.C.P.C. File No. : 05-41

Engineer/Consultant's Name & Seal: Beallair Homes, LLC

Project/Subdivision Name: The Community of Beallair

Section/Description: Phase 2 Released Lots (13)

Bond Amount Approved: \$ _____ By: _____ Date: _____ <div style="text-align: center; color: red; font-size: small;">Official Use, Do Not Write In This Box</div>
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Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.1 Erosion & Sediment Control					
1	Stabilized Construction Entrance	EA	\$2,250.00	1	\$2,250.00
2	Silt Fence - Standard	LF	\$5.00	1500.82	\$7,504.10
3	Silt Fence - Super	LF	\$20.00	423.34	\$8,466.80
4	Earth Dike Construction	LF	\$20.00		\$0.00
5	Inlet Protection Device	EA	\$180.00	1	\$180.00
6	Outlet Protection Device	EA	\$300.00		\$0.00
7	Stone Check Dams	EA	\$190.00		\$0.00
8	Sediment Trap Excavation	CY	\$13.00		\$0.00
9	Sediment Basin/Pond	EA	\$3,650.00		\$0.00
10	Rip-Rap Apron/Plunge Pool	CY	\$50.00		\$0.00
11	Grass Waterway/Drainage Swale	LF	\$15.00		\$0.00
12	Diversion Ditch	LF	\$2.50		\$0.00
13	Seeding with Straw Mulch - Temporary	SF	\$0.15		\$0.00
14	Seeding with Straw Mulch - Permanent	SF	\$0.20		\$0.00
15	Jute Matting	LF	\$3.00		\$0.00
16	Sod	SF	\$0.95		\$0.00
17	Soil Stabilizing Matt/Jute Matt	SF	\$2.50		\$0.00
18	Geotextile Fabric	SF	\$5.00		\$0.00
19	Vertical Dewatering Device	LS	\$1,000.00		\$0.00
20	Tree Protection	EA	\$125.00		\$0.00
21	Temporary Utility Line Stream Crossing/Diversion	EA	\$1,250.00		\$0.00

New standalone perimeter control
Rehab Ph 1 SSF at SWM

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.2 Site Preparation & Demolition					
		ACRE	\$6,500.00	3.817959	\$24,816.73
1	Clearing & Grubbing - Light Cover	ACRE	\$9,800.00		\$0.00
2	Clearing & Grubbing - Moderate Cover	ACRE	\$15,000.00		\$0.00
3	Clearing & Grubbing - Heavy Cover	ACRE	\$17,000.00		\$0.00
4	Clearing & Grubbing - Very Heavy Cover	SY	\$7.00		\$0.00
5	Removal of Asphalt Pavement	LF	\$5.50		\$0.00
6	Removal of Fencing	EA	\$7,650.00		\$0.00
7	Removal of Power Pole	EA			\$0.00
8	Removal of Buildings (Provide Cost Estimate)	EA			\$0.00

Disturbed area of Lots & Thomas Beall Court

2.3 Earthwork					
		CY	\$6.00	2032.681	\$12,196.09
1	Strip Topsoil	CY	\$10.00		\$0.00
2	Common Excavation	CY	\$10.00		\$0.00
3	Trench Excavation	CY	\$8.00		\$0.00
4	Borrow Material - On Site	CY	\$15.00		\$0.00
5	Borrow Material - Imported from Off Site	CY	\$55.00		\$0.00
6	Rock Excavation	CY	\$75.00		\$0.00
7	Rock Excavation - Trench	CY	\$6.00		\$0.00
8	Replace Topsoil	LF	\$5.00		\$0.00
9	Ditchlines				

4" strip over disturbed area

2.4 Paved Surface Construction					
		SY	\$7.00		\$0.00
1	4" Thick Aggregate Base	SY	\$8.75		\$0.00
2	5" Thick Aggregate Base	SY	\$10.50		\$0.00
3	6" Thick Aggregate Base	SY	\$15.75	1490.133	\$23,469.60
4	9" Thick Aggregate Base	SY	\$2.50		\$0.00
5	Bituminous Asphalt Tack Coat	SY	\$6.00	1490.133	\$8,940.80
6	Bituminous Asphalt Base Course - 2"	SY	\$7.00		\$0.00
7	Bituminous Asphalt Base Course - 2-1/2"	SY	\$10.00		\$0.00
8	Bituminous Asphalt Base Course - 3"	SY	\$13.00		\$0.00
9	Bituminous Asphalt Base Course - 4"	SY	\$6.00		\$0.00
10	Bituminous Asphalt Surface Course - 1"	SY	\$8.00	1490.133	\$11,921.07
11	Bituminous Asphalt Surface Course - 1-1/2"	SY	\$10.00		\$0.00
12	Bituminous Asphalt Surface Course - 2"	EA	\$2,000.00		\$0.00
13	Bituminous Asphalt Entrance Apron - Residential	EA	\$4,000.00		\$0.00
14	Concrete Entrance Apron - Commercial Site	LF	\$35.00		\$0.00
15	Concrete Curb & Gutter	LF	\$30.00		\$0.00
16	Concrete Curb Only	SF	\$3.00		\$0.00
17	Bituminous Asphalt Walkway	SF	\$7.00		\$0.00
18	Concrete Sidewalk	EA	\$65.00		\$0.00
19	Concrete Precast Wheel Stops	EA	\$100.00		\$0.00
20	Pavement Directional Arrows/Symbols	EA	\$100.00		\$0.00
21	Pavement Letters	LF	\$5.00		\$0.00
22	Pavement Lines/Stripes	Per Space	\$200.00		\$0.00
23	Pavement - Handicapped Parking Symbol & Hatch Lines	EA	\$200.00	2	\$400.00
24	Sign - Traffic Control (Stop, Speed Limit, Directional, etc.)				

Thomas Beall Court only

Thomas Beall Court only

Thomas Beall Court only

Street sign & stop sign

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
25	Sign - Handicapped Parking Sign	EA	\$200.00		\$0.00
26	Sign - Street Name per E911 Addressing Ordinance	EA	\$200.00		\$0.00
27	Guard Rail - Steel Beam & Posts	LF	\$40.00		\$0.00
28	Fence - Chain Link 6' High	LF	\$20.00		\$0.00
29	Lights - Parking Lot (light fixture, foundation, & wiring)	EA	\$3,500.00		\$0.00
30	Bollards (wood or steel)	EA	\$500.00		\$0.00
31	Traffic Control/Stop Light (Provide WVDOH cost estimate)	EA			\$0.00

2.5 Landscaping

1	Transplanting Trees (6' or less)	EA	\$75.00		\$0.00
2	Transplanting Shrubs	EA	\$50.00		\$0.00
3	Plant Shrubs (Evergreen or Deciduous)	EA	\$60.00		\$0.00
4	Plant Tree (6' or less) - Evergreen	EA	\$200.00		\$0.00
5	Plant Tree (6' or less) - Deciduous	EA	\$225.00		\$0.00
6	Plant Tree (6' or less) - Flowering	EA	\$250.00		\$0.00
7	Plant Ground Cover (per 100 plants)	EA	\$175.00		\$0.00
8	Plant Wetlands Vegetation (per 100 plants)	EA	\$250.00		\$0.00
9	Plant Screen Trees	EA	\$200.00		\$0.00
10	Plant Street/Shade Trees	EA	\$200.00		\$0.00
11	Mulching (wood landscape mulch in place)	CY	\$3.00		\$0.00

2.6 Sanitary Sewer System

1	4" PVC Schedule 80 Pipe	LF	\$30.00		\$0.00
2	6" PVC Schedule 80 Pipe	LF	\$50.00		\$0.00
3	8" PVC Schedule 80 Pipe	LF	\$60.00	265.55	\$15,933.00
4	10" PVC Schedule 80 Pipe	LF	\$70.00		\$0.00
5	Manhole 4' Diameter (6' height or less)	EA	\$5,000.00	1	\$5,000.00
6	Grease Trap	EA	\$4,000.00		\$0.00
7	4" Service Lateral (20' to Edge of R.O.W./Property Line)	EA	\$1,200.00	7	\$8,400.00
8	Sanitary Sewer Pump Station (Provide Cost Estimate)	EA			\$0.00
9	Road Bore/Crossing (with Pipe & Steel Casing) (Provide Cost Estimate)	LF			\$0.00

1st 40' installed with Phase 1

Lots 77, 78, 86-89 installed with Phase 1

2.7 Potable Water System

1	1" Copper Service Line	LF	\$30.00	8	\$240.00
2	2" Copper Service Line	LF	\$55.00		\$0.00
3	4" Ductile Iron Pipe	LF	\$40.00	315	\$12,600.00
4	6" Ductile Iron Pipe	LF	\$55.00		\$0.00
5	8" Ductile Iron Pipe	LF	\$65.00		\$0.00
6	10" Ductile Iron Pipe	LF	\$75.00		\$0.00
7	12" Ductile Iron Pipe	LF	\$85.00		\$0.00
8	Fire Hydrant with 6" line	LF	\$4,000.00		\$0.00
9	4" Gate Valve & Box	EA	\$500.00	1	\$500.00
10	6" Gate Valve & Box	EA	\$800.00		\$0.00
11	8" Gate Valve & Box	EA	\$950.00		\$0.00
12	10" Gate Valve & Box	EA	\$1,200.00		\$0.00
13	12" Gate Valve & Box	EA	\$1,800.00		\$0.00

Lots 77, 78, 87-89 installed with Phase 1

6"x4" T & 4" V installed with Phase 1

Blowoff (BO)

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
14	Concrete Buttress/Thrust Block	EA	\$300.00	1	\$300.00
15	Pressure Reducing Valve & Vault (Provide Cost Estimate)	EA			\$0.00
16	Tapping Sleeve & Valve (Provide Cost Estimate)	EA			\$0.00
17	Water Meter Setter, Box & Service Line Tap	EA	\$1,500.00	13	\$19,500.00

For 4" Cap & Bo

2.8 Storm Water Management & Storm Drainage

N/A; see E&SC rehab on SWM #1

SWM Basin/Ponds

1	Excavation - Basin/Pond	CY	\$12.00		\$0.00
2	Excavation - Core Trench	CY	\$12.00		\$0.00
3	Embankment Construction - On-Site Material	CY	\$17.00		\$0.00
4	Embankment Construction - Imported Material	CY	\$33.00		\$0.00
5	Concrete Control Structures (< 7 Cubic Yards)	EA	\$3,500.00		\$0.00
6	Concrete Control Structures (7 to 12 Cubic Yards)	EA	\$3,800.00		\$0.00
7	Concrete Control Structures (12.1 to 17 Cubic Yards)	EA	\$5,000.00		\$0.00
8	Concrete Control Structures (> 17 Cubic Yards) (Provide Cost Estimate)	EA			\$0.00
9	Reinforced Concrete Pipe Cradle	CY	\$500.00		\$0.00
10	Corrugate Metal PipeCont. Struct.	Each per inch dia. X ft. height	\$10.00		\$0.00
11	Dewatering Pipes or Structures	EA	\$1,000.00		\$0.00
12	Filter Stone for Dewatering Pipe (1" to 2" dia. clean)	CY	\$50.00		\$0.00
13	Antiseep Collar	Each per foot of width	\$75.00		\$0.00
14	Trash Rack	Each per inch dia.	\$40.00		\$0.00
15	Water Tight Pipe Bands	Each per inch dia.	\$10.00		\$0.00
16	Bio-Retention Basin (Provide Cost Estimate)	EA			\$0.00

PVC Slotted Pipe

17	4" PVC Slotted or Perforated Drain Pipe	LF	\$5.50		\$0.00
18	6" PVC Slotted or Perforated Drain Pipe	LF	\$7.50		\$0.00
19	8" PVC Slotted or Perforated Drain Pipe	LF	\$25.00		\$0.00
20	12" PVC Slotted or Perforated Drain Pipe	LF	\$30.00		\$0.00
21	15" PVC Slotted or Perforated Drain Pipe	LF	\$35.00		\$0.00
22	18" PVC Slotted or Perforated Drain Pipe	LF	\$40.00		\$0.00
23	24" PVC Slotted or Perforated Drain Pipe	LF	\$50.00		\$0.00

Corrugate Metal Pipe (Circular)

24	15" Storm Drain Pipe	LF	\$50.00		\$0.00
25	18" Storm Drain Pipe	LF	\$55.00		\$0.00
26	21" Storm Drain Pipe	LF	\$90.00		\$0.00
27	24" Storm Drain Pipe	LF	\$115.00		\$0.00
28	27" Storm Drain Pipe	LF	\$120.00		\$0.00
29	30" Storm Drain Pipe	LF	\$125.00		\$0.00
30	33" Storm Drain Pipe	LF	\$128.00		\$0.00
31	36" Storm Drain Pipe	LF	\$130.00		\$0.00
32	42" Storm Drain Pipe	LF	\$140.00		\$0.00

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
33	48" Storm Drain Pipe	LF	\$145.00		\$0.00
34	54" Storm Drain Pipe	LF	\$155.00		\$0.00
35	60" Storm Drain Pipe	LF	\$175.00		\$0.00
Reinforced Concrete Pipe or High Density Polyethylene (HDPE) Pipe (Circular)					
36	15" Storm Drain Pipe	LF	\$70.00	110.02	\$7,701.40
37	18" Storm Drain Pipe	LF	\$80.00		\$0.00
38	21" Storm Drain Pipe	LF	\$90.00		\$0.00
39	24" Storm Drain Pipe	LF	\$100.00	157.5	\$15,750.00
40	27" Storm Drain Pipe	LF	\$110.00		\$0.00
41	30" Storm Drain Pipe	LF	\$130.00		\$0.00
42	33" Storm Drain Pipe	LF	\$150.00		\$0.00
43	36" Storm Drain Pipe	LF	\$160.00		\$0.00
44	42" Storm Drain Pipe	LF	\$180.00		\$0.00
45	48" Storm Drain Pipe	LF	\$200.00		\$0.00
46	54" Storm Drain Pipe	LF	\$240.00		\$0.00
47	60" Storm Drain Pipe	LF	\$270.00		\$0.00
End Sections (Circular) - Metal					
48	15" Metal End Section CMP	EA	\$250.00		\$0.00
49	18" Metal End Section CMP	EA	\$275.00		\$0.00
50	21" Metal End Section CMP	EA	\$300.00		\$0.00
51	24" Metal End Section CMP	EA	\$350.00		\$0.00
52	27" Metal End Section CMP	EA	\$400.00		\$0.00
53	30" Metal End Section CMP	EA	\$475.00		\$0.00
54	36" Metal End Section CMP	EA	\$550.00		\$0.00
55	42" Metal End Section CMP	EA	\$700.00		\$0.00
56	48" Metal End Section CMP	EA	\$900.00		\$0.00
57	54" Metal End Section CMP	EA	\$1,100.00		\$0.00
End Sections (Circular) - Concrete					
58	15" RCP End Section	EA	\$650.00		\$0.00
59	18" RCP End Section	EA	\$700.00		\$0.00
60	21" RCP End Section	EA	\$750.00		\$0.00
61	24" RCP End Section	EA	\$800.00		\$0.00
62	27" RCP End Section	EA	\$950.00		\$0.00
63	30" RCP End Section	EA	\$1,050.00		\$0.00
64	36" RCP End Section	EA	\$1,300.00		\$0.00
65	42" RCP End Section	EA	\$1,600.00		\$0.00
66	48" RCP End Section	EA	\$2,000.00		\$0.00
67	54" RCP End Section	EA	\$2,400.00		\$0.00

M12-M11-M10-M9

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
Storm Drain Pipe (Squash Pipe) - Metal					
68	13" x 17" Storm Drain Pipe	EA	\$50.00		\$0.00
69	15" x 21" Storm Drain Pipe	LF	\$55.00		\$0.00
70	24" x 35" Storm Drain Pipe	LF	\$125.00		\$0.00
71	38" x 57" Storm Drain Pipe	LF	\$145.00		\$0.00
72	42" x 64" Storm Drain Pipe	LF	\$175.00		\$0.00
Storm Drain Pipe (Squash Pipe) - Reinforced Concrete Pipe					
73	13" x 17" Storm Drain Pipe	LF	\$75.00		\$0.00
74	15" x 21" Storm Drain Pipe	LF	\$80.00		\$0.00
75	24" x 35" Storm Drain Pipe	LF	\$130.00		\$0.00
76	38" x 57" Storm Drain Pipe	LF	\$250.00		\$0.00
77	42" x 64" Storm Drain Pipe	LF	\$315.00		\$0.00
End Sections (Squash Pipe) - Metal					
78	13" x 17" Metal End Section	EA	\$250.00		\$0.00
79	15" x 21" Metal End Section	EA	\$425.00		\$0.00
80	24" x 35" Metal End Section	EA	\$500.00		\$0.00
81	38" x 57" Metal End Section	EA	\$600.00		\$0.00
82	42" x 64" Metal End Section	EA	\$800.00		\$0.00
End Sections (Squash Pipe) - Reinforced Concrete Pipe					
83	13" x 17" RCP End Section	EA	\$650.00		\$0.00
84	15" x 21" RCP End Section	EA	\$700.00		\$0.00
85	24" x 35" RCP End Section	EA	\$950.00		\$0.00
86	38" x 57" RCP End Section	EA	\$2,000.00		\$0.00
87	42" x 64" RCP End Section	EA	\$2,400.00		\$0.00
Storm Drain Structures					
88	Drop Inlet - Single Pipe Opening	EA	\$2,000.00	2	\$4,000.00
89	Drop Inlet - Double Pipe Opening	EA	\$2,200.00	2	\$4,400.00
90	Drop Inlet - Triple Pipe Opening	EA	\$2,600.00		\$0.00
91	Curb Inlet - 6' Opening	EA	\$4,700.00		\$0.00
92	Curb Inlet - 12' Opening	EA	\$5,600.00		\$0.00
93	Curb Inlet - 16' Opening	EA	\$6,500.00		\$0.00
94	Curb Inlet - 20' Opening	EA	\$7,000.00		\$0.00
95	Manhole (4' dia., 6' height or less)	EA	\$5,000.00		\$0.00
Outfall & Channel Protection					
96	Concrete Wing Wall (5' high x 12' long x 12" thick)	EA	\$5,000.00		\$0.00
97	Gabion Basket Structure	EA	\$200.00		\$0.00
98	Rip-Rap Stone - Class 1	CY	\$60.00		\$0.00
99	Rip-Rap Stone - Class 2	CY	\$70.00		\$0.00
100	Rip-Rap Stone - Class 3	CY	\$35.00		\$0.00

M12 & M9
M11 & M10

Item No.	Description	Unit	Unit Cost	Quantity	Total Cost
2.9 Miscellaneous Site Construction & Structures					
1	Bus Stop Enclosure	EA	\$3,000.00		\$0.00
2	Mail Box Cluster	EA	\$3,000.00		\$0.00
3	Gazebo, Tot Lot, or other Amenities, etc (Provide Cost Estimate)	LS			\$0.00
4	Subdivision Entrance Sign - Masonry/Brick	EA	\$10,000.00		\$0.00
5	Subdivision Entrance Sign - Wood	EA	\$4,000.00		\$0.00
6	Set Property Corners	LOT	\$350.00	13	\$4,550.00
7	Construction Stake-out (\$10,000 min)	LOT	\$500.00		\$10,000.00
8	Construction Management/As-Builts (\$10,000 min)	LOT	\$500.00		\$10,000.00
9	Formation of HOA by Developer (\$10,000 min)	LOT	\$500.00		\$10,000.00
10	1031.32' 4' wide walking trail (2" asph @\$10/sy, 4" gravel@\$7/sy)	LS			7792.195556
11					

See item 2.9.10 below

13 x \$500=\$9,750

Grand Total All Costs	\$236,811.78
15% Contingency	\$35,521.77
TOTAL BOND AMOUNT	\$272,333.55

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

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested -- 1st Choice: June 27, 2013

Date Requested -- 2nd Choice: _____

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of the Construction Bond security for Automated Merchandising Systems, Inc. -- AMS Building Expansion (File #S12-05) -- Cash-in-Escrow with United Bank, Charles Town, West Virginia.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a complete release of the remaining \$51,013.00 from the construction bond for Automated Merchandising Systems, Inc. -- AMS Building Expansion (File #S12-05).

- Attachments: Bond Release Letter
- Bond Release Request Report
- Site Map



JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: www.jeffersoncountywv.org

PRESIDENT

Dale Manuel

VICE PRESIDENT June 27, 2013

Walt Pellish

COMMISSIONER

Jane Tabb

Mr. Devin McCreery

Market President

United Bank

COMMISSIONER

Patsy Noland

106 West Washington Street

Charles Town, West Virginia 25414

COMMISSIONER

Lyn Widmyer

RE: Cash in Escrow dated October 22, 2012, Construction Bond Surety for Automated Merchandising Systems, Inc. – AMS Building Expansion (File #S12-05).

Dear Mr. McCreery:

The Jefferson County Commission authorizes a complete release of the remaining \$51,013.00 from the construction bond for Automated Merchandising Systems, Inc. – AMS Building Expansion (File#S12-05). This project is located at 255 West Burr Boulevard, Lot 19 Burr Industrial Park. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount of the above referenced Cash in Escrow, originally issued in the amount of \$192,605.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Dale Manuel, President
Jefferson County Commission

DM:rfb

cc: Ms. Sharon T. Shull, President
Automated Merchandising Systems, Inc.
255 West Burr Boulevard
Kearneysville, WV 25430
Mr. Peter F. Kubic
Kubic Construction, Inc.
241 Edmond Drive
Kearneysville, WV 25430
Department of Engineering

County Administrator
Debbie Keyser

Deputy County Administrator
Sandy Slusher McDonald

Email: engineering@jeffersoncountywv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 06 / 14 / 2013

J.C.P.C. File No. S12 - 05

Consultant/Engineer/Firm Name: WILLIAM H GORDON ASSOC.

Mailing Address: 301 N. MILDRED ST. SUITE 1

City: CHARLES TOWN State: WV Zip: 25414

Contact Person: JASON GERHART Phone: 304-725-8456

Project/Subdivision Name: AMS EXPANSION SITE PLAN BURN INDUSTRIAL PARK

Section/Phase: _____ Lots: _____

Review Comments:

The bond release/reduction is Approved as Submitted. The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: RECOMMEND RELEASE OF BOND

Approved for:
 BOND RELEASE
 By [Signature] Date 06/18/2013
 County Engineer

Original Bond Amt. \$ 167,482 + 15% Cont. \$ 25,122 = Total Original Bond Amt. \$ 192,605

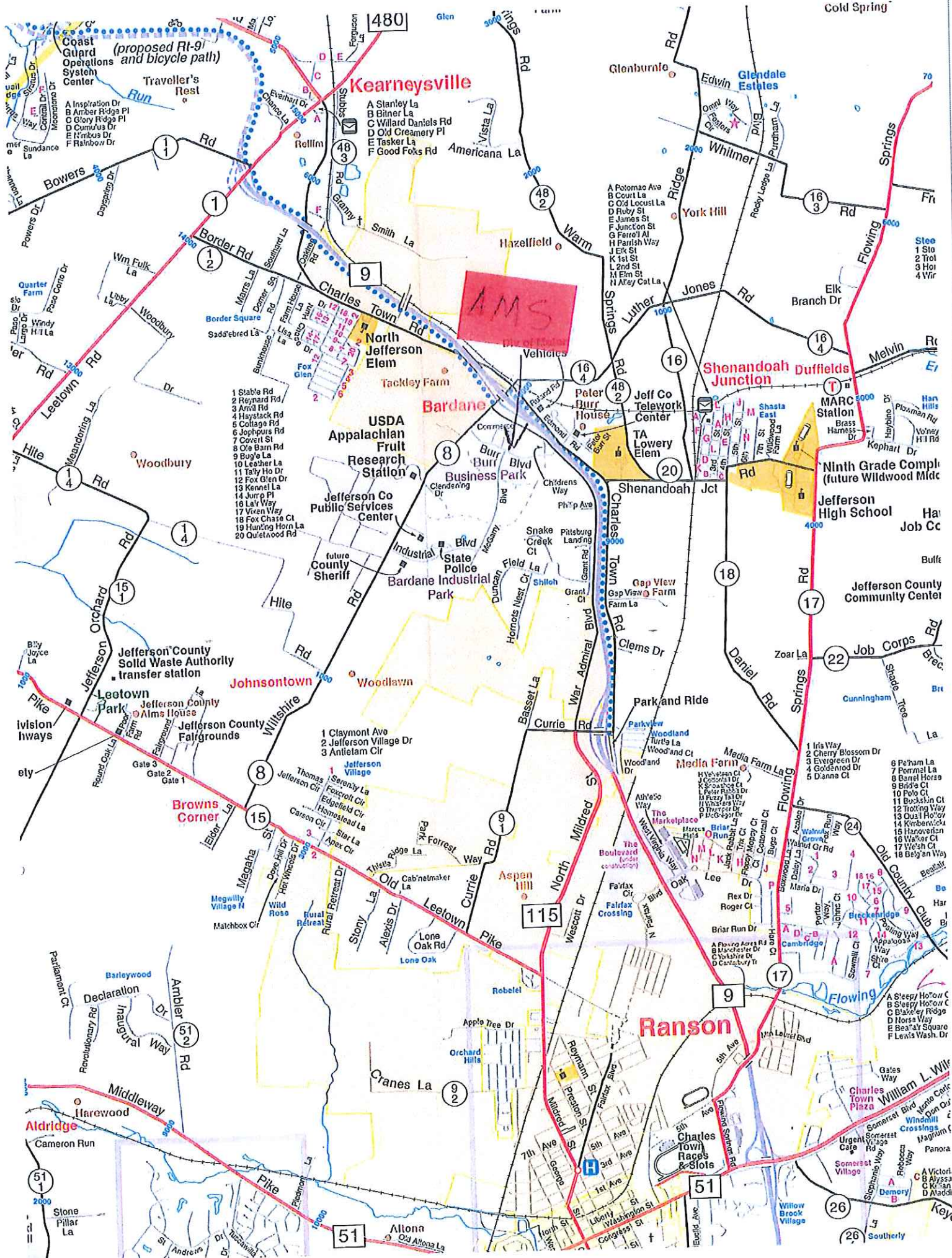
Total Current Bond Amount \$ 51,013.00

Cost of Work Remaining \$ 0.00 + Contingency Amount \$ 0.00

= Approved for Revised Bond Amount \$ 0.00

Reviewed By: Joseph W. Kent Title: L.O.I.

Signature: [Signature] Date: 06 / 18 / 2013



480

Kearneysville

483

9

North Jefferson Elem

AMS

8

USDA Appalachian Fruit Research Station

Jefferson Co Public Services Center

Johnsontown

8

15

15

8

9

9

51

51

Ranson

9

51

51

26

26

Steel 1 Sto 2 Troi 3 Hot 4 Wir

Jefferson County Community Center

Job Corps

Old County Club

Charles Town Plaza

William L. Wilf

Key

Southerly

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of the Construction Bond security for John K. Taylor – Mountain Vista Farms Subdivision, Lots 1-7 & 8-Residue (File #08-06) – Letter of Credit #1241 with United Bank of Martinsburg, West Virginia.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a complete release of the remaining \$38,161.00 construction bond amount for John K. Taylor – Mountain Vista Farms Subdivision, Lots 1-7 & 8-Residue (File #08-06).

Attachments: Bond Release Letter
Bond Release Request Report
Site Map



JEFFERSON COUNTY COMMISSION
124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 - Fax: (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Dale Manuel

June 27, 2013

VICE PRESIDENT
Walt Pellish

Mr. Timothy T. Pownell, Vice President
United Bank
450 Foxcroft Avenue
Martinsburg, West Virginia 25401

COMMISSIONER
Jane Tabb

COMMISSIONER
Patsy Noland

COMMISSIONER
Lyn Widmyer

RE: Irrevocable Letter of Credit #1241 dated January 5, 2009 Construction Bond Surety for John K. Taylor – Mountain Vista Farms Subdivision, Lots 1-7 & 8-Residue (File #08-06).

Dear Mr. Pownell:

The Jefferson County Commission authorizes a complete release of the remaining \$38,161.00 from construction bond for John K. Taylor – Mountain Vista Farms Subdivision, Lots 1-7 & 8-Residue (File #08-06). The project is located on east side of Shepherdstown Pike-Route 230 approximately 1 mile south of its intersection with Trough Road-Route 31/1. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Irrevocable Letter of Credit #1241, originally issued in the amount of \$154,697.00.

Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Dale Manuel, President
Jefferson County Commission

DM:rfb

cc: Mr. Douglas E Copenhaver, Jr.
12680 Creek Valley Road
Hedgesville, WV 25427
Mr. Andy DiMagno
P.C. DiMagno Engineers & Surveyors
61 Eagle School Road
Martinsburg, WV 25404-7502
Department of Engineering

County Administrator
Debbie Keyser

Deputy County Administrator
Sandy Slusher McDonald

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Phone: 304-728-3257
Fax: 304-728-3953

Email: engineering@jeffersoncountyv.gov

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 06 / 10 / 2013 J.C.P.C. File No. 08 - 06

Consultant/Engineer/Firm Name: P.C. DIMAGNO

Mailing Address: 601 EAGLE SCHOOL ROAD

City: MARTINSBURG State: WV Zip: 25404

Contact Person: PAT DIMAGNO Phone: 304+263-0157

Project/Subdivision Name: MOUNTAIN VISTA FARMS Lots: _____

Section/Phase: _____

Review Comments:

The bond release/reduction is Approved as Submitted.

_____ The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: ALL REMAINING ITEMS COMPLETE. RECOMMEND RELEASE OF BOND

Approved for:
BOND RELEASE
By [Signature] Date 06/12/2013
County Engineer

Original Bond Amt. \$ 134,519 + 15% Cont. \$ 20,178 = Total Original Bond Amt. \$ 154,697

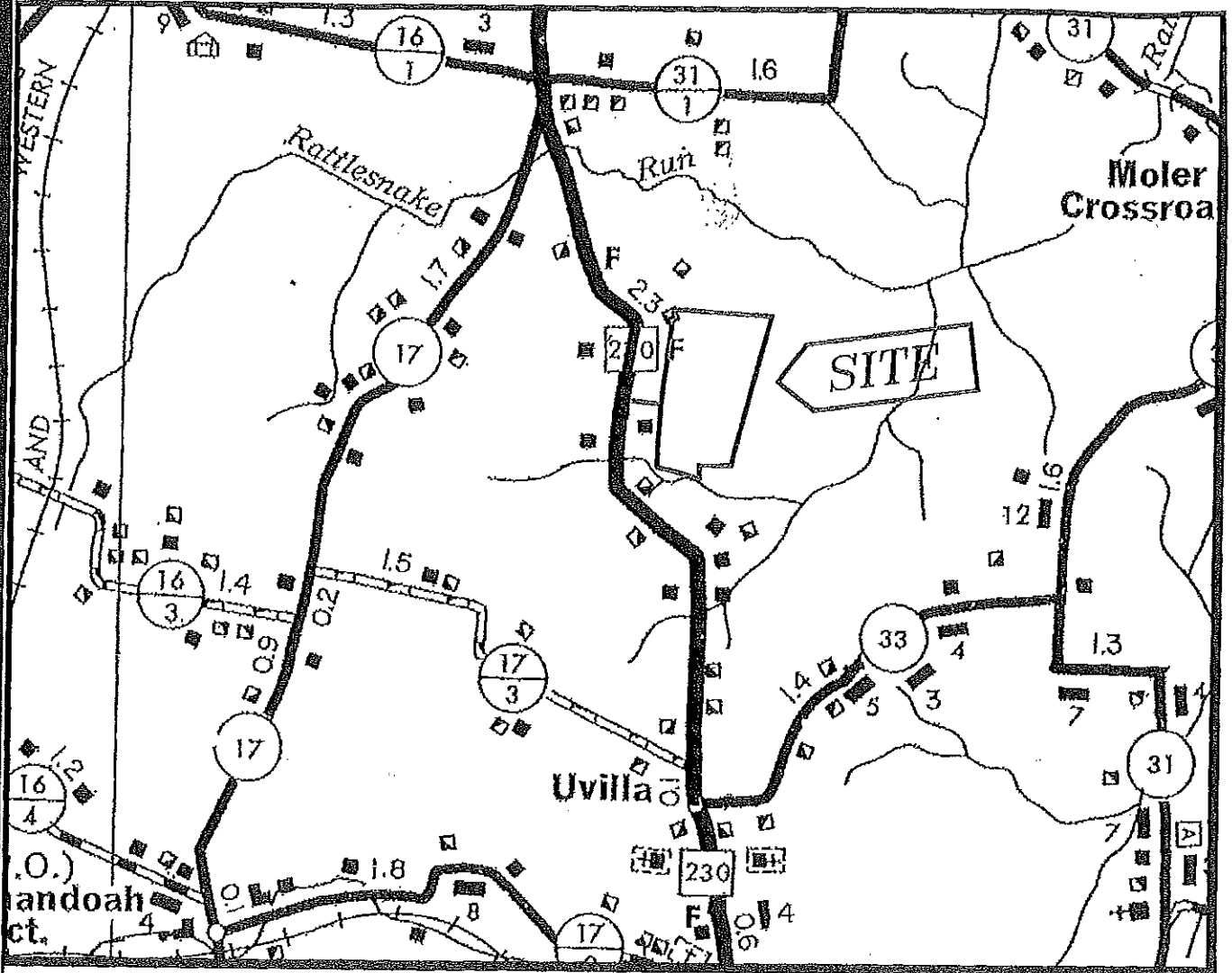
Total Current Bond Amount \$ 38,161.00

Cost of Work Remaining \$ 0.00 + Contingency Amount \$ 0.00

= Approved for Revised Bond Amount \$ 0.00

Reviewed By: JOSEPH W. KENT Title: L.D.I.
Signature: [Signature] Date: 06 / 12 / 2013

andy@pedimagno.com



LOCATION MAP

1" = 1 MILE

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Partial release of the Construction Bond security for Waterfront Group WV, LLC/Mark Adkins – Rock Ferry Station Subdivision, Lots 1-7, 16 and 25-43 (File #04-20) – Cash-in-Escrow with United Bank, Shepherdstown, West Virginia.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a partial release of \$111,510.00 from the construction bond Waterfront Group WV, LLC/Mark Adkins – Rock Ferry Station Subdivision, Lots 1-7, 16 & 15-43 (File #04-20).

Attachments: Bond Release Letter
Bond Release Request Report
Site Map



JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: www.jeffersoncountywv.org

PRESIDENT
Dale Manuel

June 27, 2013

VICE PRESIDENT
Walt Pellish

Mr. Christopher S. Colbert, Vice President
United Bank

COMMISSIONER
Jane Tabb

7867 Martinsburg Pike
Shepherdstown, West Virginia 25443

COMMISSIONER
Patsy Noland

RE: Partial Release of Cash-in-Escrow dated January 30, 2013 Construction Bond Surety for
Waterfront Group WV, LLC/Mark Adkins – Rock Ferry Station Subdivision, Lots 1-7
16 and 25-43 (PC File #04-20).

COMMISSIONER
Lyn Widmyer

Dear Mr. Colbert:

The Jefferson County Commission authorizes a partial release of \$111,510.00 from the construction bond amount for Waterfront Group WV, LLC/Mark Adkins – Rock Ferry Station Subdivision, Lots 1-7, 16 and 25-43. This project is located at the end of Mission Road (Route 9/5) at its intersection with Patriots Way. Work remaining includes but is not limited to the following:

1. Stormwater management measures
2. Outfall and channel protection
3. Signs
4. Bond contingency amount

In summary, you are hereby authorized to reduce the amount of the Cash-in-Escrow, originally issued in the amount of \$247,118.00 to \$135,608.00. Please contact the Jefferson County Engineering Department at (304)-728-3257 if you have any questions.

Sincerely,

Dale Manuel, President
Jefferson County Commission

DM:rfb

cc: Mr. Mark Adkins, Manager
Waterfront Group WV, LLC
19421 Liverpool Parkway
Cornelius, North Carolina 28031
Department of Engineering

County Administrator
Debbie Keyser

Deputy County Administrator
Sandy Slusher McDonald

Email: engineering@jeffersoncountywv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 05 / 10 / 2013 J.C.P.C. File No. 04 - 20
REMAINING DOCUMENTS RECEIVED 06/18/2013

Consultant/Engineer/Firm Name: PK&A

Mailing Address: 208 CHURCH STREET, SE

City: LEESBURG State: VA Zip: 20175

Contact Person: IAN MORRIS Phone: 703-777-3616

Project/Subdivision Name: ROCK FERRY STATION

Section/Phase: _____ Lots: _____

Review Comments:

The bond release (reduction) is Approved as Submitted. APPROVED _____ The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: RECOMMEND REDUCTION OF BOND

Approved for:
BOND REDUCTION
 By AKL 06/18/2013
County Engineer **Date**

Original Bond Amt. \$ 214,885 + 15% Cont. \$ 32,233 = Total Original Bond Amt. \$ 247,118

Total Current Bond Amount \$ 247,118.00

Cost of Work Remaining \$ 103,375.00 + Contingency Amount \$ 32,233.00

= Approved for Revised Bond Amount \$ 135,608.00

Reviewed By: JOSEPH W. KENT Title: L.D.I.

Signature: [Signature] [Signature] Date: 06 / 18 / 2013

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Partial release of the Construction Bond security for RAI Group 44, LLC – Burr Industrial Park, Lot 44, Buildings A & B (File #S06-06) - Letter of Credit #276 with the Bank of Charles Town, Charles Town, West Virginia.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a partial release of the \$22,504.00 from the construction bond for RAI Group 44, LLC – Burr Industrial Park, Lot 44, Buildings A & B (File #S06-06).

Attachments: Bond Release Letter
Bond Release Request Report
Site Map



JEFFERSON COUNTY COMMISSION
124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 - Fax: (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Dale Manuel

VICE PRESIDENT
Walt Pellish

COMMISSIONER
Jane Tabb

COMMISSIONER
Patsy Noland

COMMISSIONER
Lyn Widmyer

June 27, 2013

Mr. Arch A. Moore, III
Executive Vice President
Bank of Charles Town
P. O. Box 906
Charles Town, West Virginia 25414

RE: Irrevocable Letter of Credit #276 dated January 5, 2010, Construction Bond Surety for RAI Group 44, LLC - Burr Industrial Park, Lot 44, Buildings A & B (File #S06-06).

Dear Mr. Moore:

The Jefferson County Commission authorizes a partial release of \$22,504.00 from the construction bond for RAI Group 44, LLC - Burr Industrial Park, Lot 44, Buildings A & B (File #S06-06), for a new construction bond amount of \$140,000.00. This project is located on east side of Route 9 at 0.25 miles south of its intersection with Wiltshire Road (Route 8) on Ruland Road within the Burr Industrial Park. Work remaining includes but is not limited to the following:

1. Route 9 Improvement

In summary you are hereby authorized to reduce the amount of the above referenced Irrevocable Letter of Credit, originally issued in amount of \$528,158.00 to \$140,000.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Dale Manuel, President
Jefferson County Commission

DM:rfb

cc: Mr. James Ruland
RAI Group 44, LLC
179 East Burr Boulevard
Unit M
Kearneysville, West Virginia 25430
Engineering Department

County Administrator
Debbie Keyser

Deputy County Administrator
Sandy Slusher McDonald

Email: engineering@jeffersoncountywv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 05 / 02 / 2013

J.C.P.C. File No. 506 - 06

Consultant/Engineer/Firm Name: CAD-CON CONSULTING, INC

Mailing Address: 10706 VANDOR LANE

City: MANASSAS State: VA Zip: 20109

Contact Person: ROBERT MERENESS Phone: 703+392-5141

Project/Subdivision Name: LOT 44 BURN INDUSTRIAL PARK BUILDINGS A & B

Section/Phase: _____ Lots: _____

Review Comments:

The bond release/reduction is Approved as Submitted. The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: "PUNCH LIST" ITEMS COMPLETE. REDLINE REVISION HAS BEEN APPROVED. THIS PROJECT IS UNDER THE OLD BONDING POLICY. RECOMMEND PARTIAL RELEASE, ONLY RTE 9 IMPROVEMENTS REMAIN.

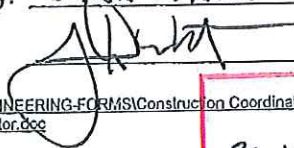
Original Bond Amt. \$ 450,268 + 15% Cont. \$ 68,890 = Total Original Bond Amt. \$ 528,158

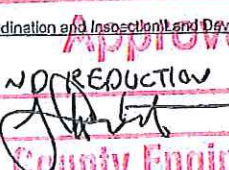
Total Current Bond Amount \$ 162,504.00

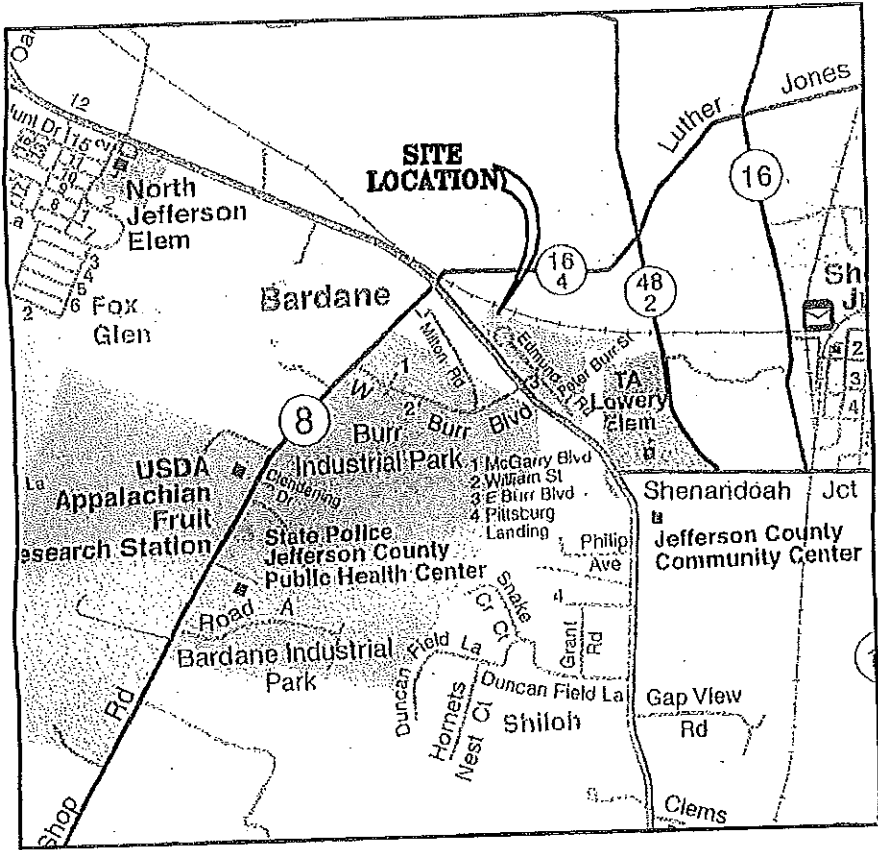
Cost of Work Remaining \$ 90,000.00 + Contingency Amount \$ 50,000.00

= Approved for Revised Bond Amount \$ 140,000.00

Reviewed By: JOSEPH W. KENT  Title: L.D.I.

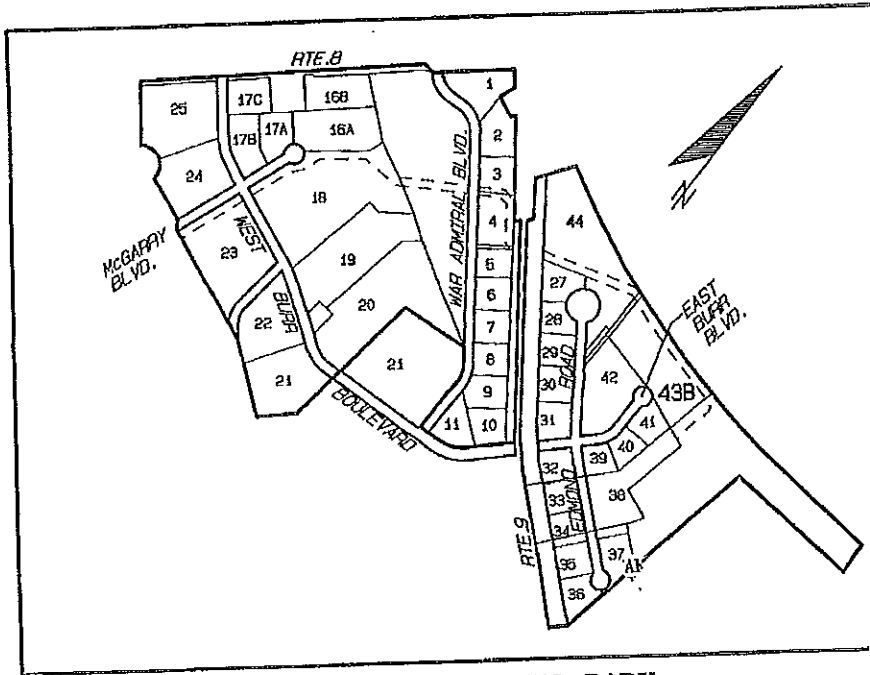
Signature:  Date: 06 / 03 / 2013

Approved for:
BOND REDUCTION
By  Date 06/03/13
County Engineer



VICINITY MAP

SOURCE: JEFFERSON COUNTY, WV EXPLORE MAPS
SCALE: 1" = 2000'



BURR INDUSTRIAL PARK

NOT TO SCALE

22. THIS SITE IS DO
23. ALL UTILITIES SE

SO6-01

AGENDA REQUEST FORM

Name: John Reisenweber

Department or Entity: Director Development Authority

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

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: Update – Economic Outlook

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

As requested by the County Commission, a yearly Economic Update from the Development Authority

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

Are documents attached?

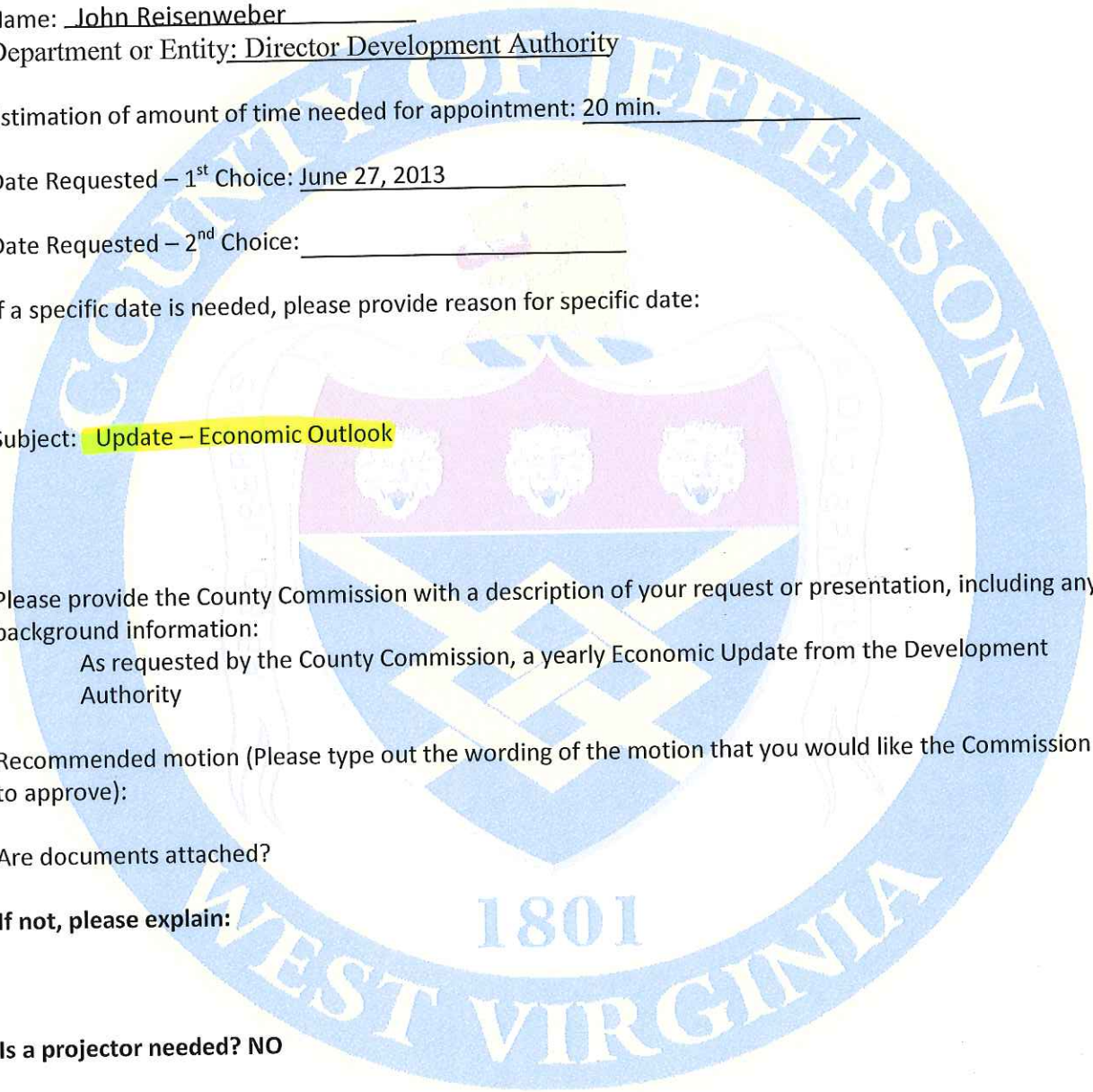
If not, please explain:

Is a projector needed? NO

Contact information:

Email Address: robertmurtosr@frontier.com

Phone number: 304-876-0627



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: June 13, 2013

Date Requested – 2nd Choice: June 27, 2013

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions #119 – Animal Control**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #119 – Animal Control

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

REPORT DATE 06/10/2013
 SYSTEM DATE 06/10/2013
 FILES ID A

JEFFERSON COUNTY COMMISSION
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
 GENERAL FUND
 AS OF 05/2013

PAGE 10
 TIME 09:55:19
 USER SASS

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-716-01-103-000-PS-000 DOG WARD SALARY/WAGES	171785.95	13824.22	145219.87		26566.08	84.53
001-716-01-104-000-PS-000 DOG WARD FICA EXPENSE	11580.73	839.90	9436.98		2143.75	81.48
001-716-01-104-001-PS-000 DOG WARD MEDICARE EXP	2708.40	196.45	2207.10		501.30	81.49
001-716-01-105-000-PS-000 DOG WARD GROUP INSURANCE	52528.80	4501.61	46300.60		6228.20	88.14
001-716-01-106-000-PS-000 DOG WARD RETIREMENT	26150.03	1922.61	22290.73		3859.30	85.24
001-716-01-108-002-PS-000 DOG WARD PARTTIME						
001-716-01-108-006-PS-000 DOG WARD OVERTIME	15000.00	566.91	15373.90		-373.90	102.49
001-716-02-212-000-PS-000 DOG WARD PRINTING						
001-716-02-213-005-PS-000 DOG WARD UTILITIES OTHER						
001-716-02-213-011-PS-000 DOG WARD ELECTRICITY						
001-716-02-213-012-PS-000 DOG WARD FUEL OIL						
001-716-02-213-013-PS-000 DOG WARDEN WATER/SEWER						
001-716-02-213-014-PS-000 DOG WARD OTHER UTILITIES	1200.00	95.93	939.36		260.64	78.28
001-716-02-214-000-PS-000 DOG WARD TRAVEL	2000.00		1801.78		198.22	90.08
001-716-02-215-000-PS-000 DOG WARD MAIN/REP BLDG						
001-716-02-216-000-PS-000 DOG WARD MAIN/REP EQUIP						
001-716-02-217-000-PS-000 DOG WARD MAIN/REP AUTOS						
001-716-02-219-000-PS-000 DOG WARD BLDG/EQUIP RENT						
001-716-02-220-000-PS-000 DOG WARD ADS/LEGAL PUBS	1000.00		97.50		902.50	9.75
001-716-02-221-000-PS-000 DOG WARD TRAIN/EDUCATION	5850.00	499.25	2989.10		2860.90	51.09
001-716-02-222-000-PS-000 DOG WARD DUES/SUBSCRIPTNS	500.00		275.00		225.00	55.00
001-716-02-223-000-PS-000 DOG WARD PROF SERVICES	12000.00	1058.58	6368.66		5631.34	53.07
001-716-02-230-000-PS-000 DOG WARD CONTRCTD SERVICE	6000.00		3426.94		2573.06	57.11
001-716-03-341-000-PS-000 DOG WARD MAT/SUPPLIES	15000.00	1731.85	9931.09		5068.91	66.20
001-716-03-343-000-PS-000 DOG WARD AUTO SUPPLIES	2000.00		1392.85		607.15	69.64
001-716-03-345-000-PS-000 DOG WARD UNIFORMS	2500.00		1873.00		627.00	74.92
001-716-03-353-000-PS-000 DOG WARD COMPUTER SOFTWARE						
001-716-03-354-000-PS-000 DOG WARD COMPUTER HARDWAR						
001-716-03-355-000-PS-000 DOG WARD IT SUPPORT						
001-716-03-356-000-PS-000 DOG WARD COMPUTER R/COSTS						
TOTALS FOR DOG WARDEN	327803.91	25237.31	269924.46		57879.45	82.34

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: June 13, 2013

Date Requested – 2nd Choice: June 27, 2013

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions #121 – Other Buildings**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #121 – Other Buildings

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

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: ~~June 13, 2013~~

Date Requested – 2nd Choice: June 27, 2013

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions #122 – Central Garage**

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

Motion to approve Internal Budget Revision #122 – Central Garage

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

Jefferson County, West Virginia
 Department of Financial Management
 Budget Revision for Fiscal Year Ending June 30, 2013
 Internal Budget Revision
 IRB # 122

Narrative: **Central Garage**

(Explain in detail)

Budget Line No.	Account Name	Approved Budget	Requested Additions	Requested Reduction	Revised Budget
001-717-01-109-001-GG-000	Extra Help	5,000		4,900	100
001-717-02-217-000-GG-000	Maint/Rep Auto	10,000		7,500	2,500
001-717-02-219-000-GG-000	Bldg/Equip Rental	500		400	100
001-717-02-220-000-GG-000	Ad/Legal Pub	1,000		900	100
001-717-02-222-000-GG-000	Dues/Subscript	1,000		900	100
001-717-03-345-000-GG-000	Uniforms	500		400	100
001-717-03-343-001-GG-000	Fuel	171,000	15,000		186,000
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
Totals		189,000	15,000	15,000	189,000

IBR Prepared by: _____

Approved by: (department head/elected): _____
 Date: _____

Reviewed by: _____ Date: _____
 Sandy Slusher McDonald, Deputy County Administrator

Date Submitted to County Commission: _____
 Date Approved: _____

Authorizing Signature: _____

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: June 27, 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 Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revision - #123 – Courthouse**

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

Motion to approve Internal Budget Revision #123 - Courthouse

Are documents attachments? Yes Yes

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

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: **June 27, 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 Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revision #124 – Circuit Clerk**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #124 – Circuit Clerk

Are documents attachments? Yes **X** No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

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: June 27, 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 Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revision - #125 – Ag Agent**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #125 – Ag Agent

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

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: June 27, 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 Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revision - #126 – Prosecuting Attorney**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #126 – Prosecuting Attorney

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
 GENERAL FUND
 AS OF 06/2013

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-405-01-101-000-GG-000 PROS ATTY OFFICIAL SALARY	96600.00	3715.38	92884.62		3715.38	96.15
001-405-01-103-000-GG-000 PROS ATTY SALARY/WAGES	1100999.40	42562.28	1064927.22		36072.18	96.72
001-405-01-104-000-GG-000 PROS ATTY FICA EXPENSE	74623.16	2886.27	70651.49		3971.67	94.67
001-405-01-104-001-GG-000 PROS ATTY MEDICARE EXPENS	17452.19	675.01	16523.28		928.91	94.67
001-405-01-105-000-GG-000 PROS ATTY GROUP INSURANCE	177808.08	14629.02	171849.13		5958.95	96.64
001-405-01-106-000-GG-000 PROS ATTY RETIREMENT	167663.92	6478.87	162049.61		5614.31	96.65
001-405-01-108-002-GG-000 PR ATTY P/TIME/EXTRA HLP	6000.00	1183.00	2520.60		3479.40	42.01
001-405-02-212-000-GG-000 PROS ATTY PRINTING	500.00				500.00	
001-405-02-214-000-GG-000 PROS ATTY TRAVEL	14000.00		11969.64		2030.36	85.49
001-405-02-216-000-GG-000 PROS ATTY MAIN/REP EQUIPM	5047.00				5047.00	
001-405-02-218-000-GG-000 * PROS ATTY POSTAGE	400.00		266.23		<u>133.77</u>	66.55
001-405-02-219-000-GG-000 PROS ATTY BLDG EQUIP RENT	300.00				300.00	
001-405-02-220-000-GG-000 PROS ATTY ADS/LEGAL PUBS	2000.00		906.00		1094.00	45.30
001-405-02-221-000-GG-000 PROS ATTY TRAIN/EDUCATION	10000.00		5848.00		4152.00	58.48
001-405-02-222-000-GG-000 PROS ATTY DUES/SUBSCRIPTI	62200.00		39869.44	3139.34	19191.22	69.14
001-405-02-223-000-GG-000 PROS ATTY PROF SERVICES	18489.47		15663.11		2826.36	84.71
001-405-02-230-000-GG-000 PROS ATTY CONTRCTD SERVIC	7800.00	279.66	7923.44		<u>-123.44</u>	101.58
001-405-03-341-000-GG-000 PROS ATTY MATERIAL/SUPPLY	30000.00	2113.11	25879.91		4120.09	86.26
TOTALS FOR PROSECUTING ATTORNEY	1791883.22	74522.60	1689731.72	3139.34	99012.16	94.47

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: June 27, 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 Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revision - #127- County Commission**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #127 – County Commission

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: _____

Department or Entity: County Commission

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

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: _____

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

Subject: **First Energy Resolution for possible adoption.**

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

Patience Wait requested the County Commission adopt a resolution opposing First Energy's proposed intra-company sale of the Harrison Power Plant. The Commission referred the resolution to counsel for review. The appropriate changes were made and brought before the Commission on June 13, 2013. The Commission requested hearing from First Energy before any action. First Energy appeared before the Commission on June 27, 2013.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **I move the Commission adopts/rejects the resolution opposing First Energy's proposed inter-company sale of the Harrison Power Plant as presented and direct the President to affix his signature to the document.**

Attachments: **Resolution**

A RESOLUTION OF THE JEFFERSON COUNTY COMMISSION OPPOSING FIRSTENERGY'S
PROPOSED INTRA-COMPANY SALE OF THE HARRISON POWER PLANT

WHEREAS, the Jefferson County Commission, Jefferson County, West Virginia, has been elected to serve and protect the collective interest of its residents; and

WHEREAS, upon information and belief, the proposed inter-company sale of the Harrison Power Plant by and between subsidiaries of FirstEnergy Corporation sets a price well outside competitive market norms; and

WHEREAS, the intra-company sale has been proposed without regard to determining the least expensive, most cost-effective solution for Jefferson County residents, businesses, organizations, and governments; and

WHEREAS, upon information and belief, FirstEnergy has informed other audiences the purpose of the sale is to raise cash to improve its balance sheet, rather than to maintain a reliable source of electricity for its West Virginia service area, including Jefferson County; and

WHEREAS, upon information and belief, FirstEnergy has informed other audiences that the Harrison Power Plant will continue to operate regardless of the status of the sale, thus posing no threat to either electricity supply or employment at the plant; and

WHEREAS, this proposal would jeopardize the economic welfare of all residents of Jefferson County through its locking-in of coal-fired generation for 30 years or longer, rather than diversifying fuel sources for least-cost solutions; and

WHEREAS, this proposal will result in increased electricity costs to Jefferson County, its residents, businesses, organizations, and governments, who will pay a portion of the purchase price, interest, and operation costs for 30 years or longer; and

WHEREAS, FirstEnergy has included in the proposed sale price approximately \$500 million in merger costs from its acquisition of Allegheny Energy, despite the West Virginia Public Service Commission requirement that merger costs shall not be passed on to ratepayers; and

WHEREAS, the Office of the Consumer Advocate of West Virginia strongly opposes the intra-company sale of the Harrison Power Plant on the grounds that it violates West Virginia state law;

NOW THEREFORE, BE IT RESOLVED, that the Jefferson County Commission does hereby oppose the intra-company sale of the Harrison Power Plant; and

BE IT FURTHER RESOLVED, that the Jefferson County Commission expresses support for and agreement with other counties, businesses, organizations, and the Consumer Advocate's Division that oppose the intra-company purchase of the Harrison Power Plant.

Date:

DALE MANUEL, PRESIDENT
JEFFERSON COUNTY COMMISSION
JEFFERSON COUNTY, WEST VIRGINIA

<i>Jefferson County Policies & Procedures</i>		
Policy Name:	Employee Assistance Program	Approved:
Policy Number:	212	Author: Keyser
Associated:	Drug Free Workplace Policy;	

Jefferson County offers an Employee Assistance Program (EAP). This provides each employee with several free clinical sessions with a professional counselor for a wide variety of personal issues. See Human Resources for contact information or your open enrollment documentation.

The County of Jefferson recognizes that a wide range of problems such as marital or family distress, alcoholism, and drug abuse not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. Consequently, the County believes it is in the interest of employees and Jefferson County to provide an effective program to assist employees and their families in resolving problems such as these as the need arises. Employee visits to the Employee Assistance Program (EAP) are held in strict confidence.

Participation in the program does not excuse employees from complying with normal County policies or from meeting normal job requirements during or after receiving assistance. Nor will participation in the Employee Assistance Program prevent the County from taking corrective action against any employee for performance problems that occur before or after the employee seeks assistance through the program.

Employees interested in learning more about our EAP program should contact the EAP directly or Human Resources/County Administrator.

<i>Jefferson County Policies & Procedures</i>			
Policy Name:	Media Inquiries	Approved:	
Policy Number:	401	Author:	Keyser
Associated:			

All media inquiries regarding the County and its operations must be referred to one of the five elected County Commissioners or the County Commission's Legal Counsel. Only authorized personnel can make public statements pertaining to the County and its operation. No employees, unless specifically designated by authorized personnel, are sanctioned to make those statements.

Other authorized individuals are Department Managers and Elected Officials. They are approved to provide information regarding their respective operational areas, as needed for conducting business, i.e. answer media questions, public hearing notices, etc.

In the event you are not authorized but feel pressed by the media to respond to an urgent question, your comment should be benign, such as, "we are currently completing a thorough investigation. We will provide further details as soon as it is available".

Any employee wishing to write and/or publish an article, white paper, or other publication related to Jefferson County must first obtain approval from authorized personnel prior to the publication of the information.

Jefferson County Commission

Request for Proposal (RFP)

For

**Online Website Hosting and Content
Management System**



Issue Date: May 16, 2013

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

Schedule of Events

Event	Date
RFP Release Date	July 1, 2013
Vendor Written Question Submission Deadline	July 15, 2013
RFP Addendum with Final Answers to Vendors Issued	July 18, 2013
Proposal Due Date	Aug. 9, 2013 3p.m. EST
Final 3 Selection and Online Vendor Demonstrations	Aug. 19-23, 2013
Award Recommendation	Aug. 26-30, 2013
Contract Award	Sept. 15, 2013

Proposals must be received prior to 3:00 p.m. EST on Friday, June 20, 2013.

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1. Statement of Purpose

This Request for Proposal (RFP) is being issued by the County Commission of Jefferson County, hereafter referred to as "County" or "Jefferson County" for the purpose of procuring primarily online website hosting and content management system. The Jefferson Commission IT Support will be the primary contact. The process is open and competitive.

The County invites qualified Website Hosting and Content Management System (CMS) providers to submit responses to this Request for Proposal (RFP). The County will use the information gathered to purchase website hosting, content management system, website migration, design, and support 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, migrate, and maintain the desired website hosting and CMS. The purpose of the RFP is for the procurement of an online software application in order to provide for efficiency in website access and management. The system must allow users to update the website instantaneously and be easy for an average user to operate.

Our primary objective is to engage in daily work tasks while simultaneously providing public services in a streamlined, structured, controlled and secure organizational environment.

Overall Objectives include:

1. Easy access to posted weekly agendas and supporting documents.
2. Post webcasts of weekly County Commission meetings, as well as minutes.
3. Post daily news and calendar events prominently.
4. Allow multiple users to update the website with different levels of access.
5. Allow the county residents to contact the County Commission.
6. Promote the County, its departments and programs.
7. Provide a secure Intranet for employees.

Our Vision includes:

1. A professional appearance for the website.
2. Easy to use website for public and employees.
3. Post specific department information.
4. Empowering staff to update information.
5. Enhance offsite access to the website in event of emergency.
6. Have adequate bandwidth to support downloads and webcast viewing.

Specific Strategies include:

1. Increase public awareness of County's mission and services.
2. Promote citizen engagement in programs.
3. Improve business efficiencies.
4. Present comprehensive public information in easy to use formats.

Jefferson County needs online hosting to adequately provide access to County information. Current bandwidth does not allow downloads of large files and makes County Commission webcast buffer and disconnect. The County needs a content management system that allows multiple users to update data

and is compliant with 508 and W3C Standards. The website must display correctly on Internet Explorer, Safari, Firefox, Chrome, and mobile devices, among others.

2. Background Information

Jefferson County, with its five municipalities and population of nearly 54,000, comprises an area of 212 square miles located in the extreme Eastern Panhandle of West Virginia, bordering the States of Maryland and Virginia and 58 miles from Washington, D.C. 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.

The County currently uses an open source content management system using MySQL. The URL for the current website is www.jeffersoncountywv.org. The previous website to the current one can be found at <http://web.archive.org/web/20050211024234/http://www.jeffersoncountywv.org/>. The County would like to migrate the existing data to the new location but with a different design. The County does not wish to purchase a proprietary system that cannot readily integrate with or translate to future databases or software programs.

3. Scope of Work

This RFP specifies the overall scope of products and services desired, specific software 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 full suite of applications and vendor services must present an integrated presentation to the system user to allow:

- **Website Hosting.** Provide 99.9% website uptime, adequate bandwidth for document download and live webcasts. Transfer our existing domain. Secure access to some website sections. Provide daily backups including an offsite archive. Must provide 24x7 security monitoring and notification of intrusions.
- **Content Management System** Among the functions requested are website statistics, shortcut URLs, Access rights per page and per user, design templates, website migration, breadcrumbs, WYSIWYG and HTML mode, user audit capacity, calendar, image and video, directory, reservations module, search of website and posted documents, news module, posting of agendas, minutes and documents, job listings module, FAQ, secure Intranet for employees, online maps, online forms. See Section 6 for System Requirements and Desired Functions. The CMS must have an easy to use GUI and be compatible with MySQL databases. The CMS can be open source or proprietary.
- **Provide Data Security** Web access is a critical component in the County's CMS vision. Proposal must fully describe web capabilities for secure, confidential access to databases by users and public and via variety of web-browsers. Data integrity, security and archival backup or redundancy is vital. Access control lists manage users within groups where a group has access to a specific sections or pages. Provide audit trail tracking of website CMS access. Online payment systems must be PCI compliant.

- **Operations and Maintenance:** The County anticipates a licensing environment. The proposer shall fully describe its licensing structure, update cycles and costs. Include support coverage and costs.
- **Training:** The proposer will be responsible for all necessary training for all user roles, administrator, editor, browser, public, etc.

4. Existing County Infrastructure and Departmental Conditions

The table below estimates number of CMS users within county government. These departments update their website information, receive public data from forms, and post videos, audio and documents.

CMS Departments	CMS Users
Planning & Zoning	2
Engineering/Impact Fees	1
GIS/Addressing	1
911	1
Homeland Security	1
External Agencies/Elected Officials	5
County Administration	3
Information Technology	1
Total	15

Users from the various departments are located in different offices and locations within the County.

5. Vendor Background and Qualifications

5.1 Vendor References and Questions

Vendor Information	
Company Name	
Address	
City, State & Zip	

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

Please answer Not Applicable (N/A) if a question does not apply to you.

5.1.1. Provide a brief company history.

5.1.2. Does the vendor develop, sell, or support any software other than content management systems? If so, describe.

5.1.3. Provide a chronology of the company's growth, heritage, staff size, and ownership structure.

5.1.4. Indicate whether the business is a parent or subsidiary in a group of companies.

5.1.5. What percentage of vendor employees are dedicated solely to CMS software versus public sector and/or private sector software?

5.1.6. How many local government agencies are currently using the vendor's CMS software?

5.1.7. How many current local government agencies have used the vendor's software for 5 years, 10 years, and 15 years, respectively?

5.1.8. Provide a contact name and the agency geographically nearest or demographically closest to Jefferson County that is using the same systems that are proposed.

5.1.9. Has the vendor ever been party to a buy-out, merger, or acquisition? If so, explain.

5.1.10. Has the company or product being proposed ever been purchased by another company or acquired because of a merger or acquisition?

5.1.11. 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.

5.1.12. Describe how your company measures customer satisfaction for software applications, and customer service & support.

5.1.13. Include brief statement of the Vendors experience in providing the services stated in the Scope of Services. This statement should include specifics as to experience with implementation of a CMS solution.

5.2 Vendor References

Provide at least five (5) references that are currently using the same system to the proposed solution. At least five (3) of these references must be local government customers who have used the system for five years or more. References should support similar goals, objectives and requirements of this RFP like scalability, internet-based tools, workflows, mapping, archiving and data security. Include the following information:

- Agency name
- Address, city, state, zip
- Contact information
 - Name, phone number, email
- Population Served
- Years using system
- Programs/modules in use
- Date of Project Commencement
- Date of Project Completion

6 System Requirements and Desired Functions

The following is a list of desired and optional functions. Vendors must indicate whether they can provide the functions and a description of each. Optional functions are not required but a vendor can provide additional information. A vendor can present features that are not listed as either required or optional. Please add the word ADDITIONAL next to the description.

Functions	Required/Optional	Vendor Answer
Shortcut URLs: shortened versions of URLs. Please see http://www.jeffersoncountywv.org/homeland-security.html for an example. We require at least 30 shortcut URLs.	Required	
Website Statistics: web service to keep track & monitor web traffic. The service should allow search to specific page's web statistics.	Required	
Storage: Due to the amount of minutes, agendas and other documents, the County Commission requires at least 5-10 GB of storage space.	Required	
Daily backups: for data recovery. Backup at host site would be preferred. Offsite backup archive optional but would be a nice feature.	Required	
Access rights per user and page: Must be able to assign rights to several users to the same pages.		
Design Templates: Options for new website look.	Required	
Sitemap: Directory of all pages on the website needed.	Required	
Hidden pages: Must be able to hide pages from sitemap and menus.	Required	
Breadcrumbs: trail navigation for pages is required.	Required	
WYSIWYG and HTML mode: for graphical user interface. Also, need the ability to create small pieces of HTML code to place on a page.	Required	
Audit capabilities of user actions: Must be able to view actions performed by users on the system.	Required	
Posting of agendas, minutes and other documents: See http://www.jeffersoncountywv.org/jcc-minutes.html , http://www.jeffersoncountywv.org/jcc-agendas.html and http://www.jeffersoncountywv.org/government/forms-and-instructions.html	Required	
Calendar: Must have a main calendar and the ability of making other calendars for different departments.	Required	
Image and Video gallery: Want to broadcast live County Commission and Planning/Zoning meetings.	Required	
Directory: Must be able to create multiple directories of the different Elected offices and local resources.	Required	
Reservations module: an online reservation module for facilities.	Required	

Search: Must be able to search website and posted documents.	Required	
News: Would like to feature county news prominently. See http://www.jeffersoncountywv.org/	Required	
Job listings: Module to create and post job positions.	Required	
FAQ or How do I?: Need to have a module to answer and post frequent questions.	Required	
Online forms/Fillable Forms: The ability to create forms and have the content forwarded to a specific email is required.	Required	
Maps: Ability to add Google or any other map to the website.	Required	
Feedback: Need a module that allows citizens to post messages to the County Commissioners and their staff. The content must be forwarded to a specific email.	Required	
Browsers: must support Internet Explorer, Safari, Firefox, Chrome and mobile devices, among others.	Required	
Intranet for employees: Modules available for the public website must be also available for use in the Intranet.	Required	
Polls: The ability to post polls on the website is optional.	Optional	
Alerts: While we already have an alerts system for Homeland Security, we would like to see other types of alerts.	Optional	
Licenses and permits: A module for these would help the Engineering and Planning/Zoning departments.	Optional	
Online payment: For licenses and other fees. Must be PCI compliant.	Optional	

6.1 System Overview

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

Module/Service	Vendor
Hardware/Software	
Content Management System	
Data Security	
Software maintenance and support	
Licensing	
Training	

6.2 Software and Data Security

The County requires the Vendor to provide sufficient instructions or assistance as needed to ensure correct operation of CMS.

Access into the employee intranet and any online payment system must be SSL protected. All other sections do not require SSL. The hosting company must provide 99.9% uptime, have 24x7 monitoring. In case of an intrusion the vendor must notify the County Commission.

6.3 Operations, Maintenance and Support

- 6.3.1 Describe the proposed licensing structure (user, concurrent, etc.).
- 6.3.2 Provide the following information for each proposed component that requires a license. (Add rows as needed)

Licensed Component or Module	License Type (user, concurrent, etc.)	# of Proposed Licenses

- 6.3.3 Provide a sample of the proposed License Agreement.
- 6.3.4 Describe your standard maintenance program including any software updates, enhancements, upgrades, services, notification by vendor of new versions, update cycles
- 6.3.5 The solution shall consist of open architecture and ODBC compatibility. Describe.
- 6.3.6 Can the solution provide internet access to application tools without any software beyond a browser?

- 6.3.7 Is the proposed system(s) developed with a widely accepted development environment? Please describe all development languages utilized, including any proprietary toolsets
- 6.3.8 Describe your telephone or online support procedures. Provide a copy of the vendor's standard application and technical support agreement.
- 6.3.9 Please describe all third-party software required or recommended for the solution you are proposing, including database, operating systems, etc

6.4 Warranty and Reliability

Jefferson County intends to enter into a long-term relationship with a Vendor that can maintain the latest in CMS 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 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 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 further warrants that during the warranty period that any 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 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.

6.5 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.

Vendors should describe their quality assurance procedures and user acceptance testing processes and procedures, including any test plans, templates, or other information that demonstrates how quality assurance and system acceptance will be accomplished

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"

7 Training

Training on all system functions will be provided by the Vendor prior to commencement of the reliability test period. Training will include sufficient information and experience to familiarize all participating Departments and users. All training will take place at the Jefferson County Offices and training rooms.

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 CMS. 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.

The selected Vendor will be required to provide any and all instructional materials, media presentation devices, presentation media, and course instructors.

Jefferson County Commission 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.

Jefferson County views training as a critical component to its land development process and document management goals and places a priority on training its personnel. Please articulate how the Vendor can assist the County in ensuring that this objective is achieved.

1. Describe the vendor's training services.
2. Does the vendor provide a practice database that utilizes the agency's data? If so, describe.
3. Describe all training documentation and instructional support available to the County.
4. Explain in detail your proposal to provide training for County personnel in the use of all CMS modules.
5. Training for the various roles (e.g., end user, administrator, developer) is required. Describe your offerings. Delineate any differences in the offerings that vary depending on deployment models. Include information on approved third party providers
6. What is the recommended maximum amount of personnel per class size?
7. Describe the approach to training end-users and the required number of hours for this training.

8. Deliverables

8.1 Core CMS Functions

The core software applications required to meet the requirements of this RFP are as follows:

Website Hosting

- Bandwidth requirements and Service Level Agreement
- Visitor Reporting by page and Performance metrics

Content Management System

- Migration of Existing Website (MySQL)
- Modules as described in Section 6
- Repository of agendas, minutes and documents
- Show County Commission Live Webcasts

- Employee Intranet

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.
- System documentation (training, user, maintenance, operation, etc)

Vendor shall provide technical documentation that contains detailed descriptions of the CMS architecture using MS Word or Visio diagrams.

9. Terms of Contract

The initial term of this contract shall be two years from the date of the contract, with the option to renew for additional two year periods upon mutual written consent of the parties. Prices submitted by the Proposer shall remain firm for at least the initial term of the contract. Jefferson County will negotiate terms upon selection. All contracts will be reviewed by County's legal counsel. The project will be awarded upon signing an agreement or contract, which outlines terms, scope, budget, and other necessary items.

10. Payments, Incentives and Penalties

This RFP is conditional upon the availability of federal, state or local funds which are appropriated or allocated for payment of the proposed purchase. If, during any stage of this RFP process, funds are not allocated and available for the proposed purchase, the RFP process will be canceled. The County will notify all known vendors at the earliest possible time if this occurs. The County is under no obligation to compensate a vendor for any expenses incurred as a result of the RFP process. There is no penalty for withdrawing from the RFP process before the award selection is made.

11. Contractual Terms and Conditions

11.1 Indemnification/Hold Harmless

The Vendor shall indemnify and hold harmless Jefferson County, its agents, elected officials, contingency agencies, 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.

11.2 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. The company is licensed to do business in the State of West Virginia.

11.3 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 enforce the provisions of the performance bond or continue the liquidated damages, at a daily rate of \$1,000, with a maximum not to exceed the value of the contract. Calendar dates are to be confirmed at contract.

11.4 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, 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.

11.5 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, emergencies when the vendor is not available, or administrative or regulatory proceeding.

12 Proposal Preparation

Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures or deletions are permitted.

12.1 Requirements

- 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.
- Submit **one (1) original and five (7) printed & bound copies**; and one (1) electronic copy in .docx (MS Word) format on a CD/DVD or USB. Title the file using the following format:
2013 Website Hosting and CMS Bid for JCC_<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.
- The proposal must contain an authorized signature
- 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.
- Proposals must be submitted in a sealed box or envelope to the address below.

Jefferson County Commission
Charlotte Hernandez Velez
124 E. Washington St.
Charles Town, WV 25414

- 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.
- If your work requires sub-contractors, you must list their names and the work they will perform. The County retains the right to refuse any selected sub-contractors. Subcontractors must undergo a background check done by the primary.
- 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.

12.2 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 (RFP Section 5.)
- Functional Specifications (RFP Section 6.)
- Training (RFP Section 7.)
- Pricing (RFP Section 13.)
- Implementation Schedule (RFP Section 14.)
- Draft contract with the proposal based on information in the RFP
- Attachments (if necessary)

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.

The vendor shall address each question in this RFP in the order they are presented. Proposers shall use a ***bold and italicized 11 point font*** for their written responses. **The proposer must write the response immediately after the requirement/question.** Figures and tables must be numbered and referenced in the text by that number and should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.

12.3 Bid / Protest Bonds

Nothing herein is intended to exclude any responsible Vendors or in any way restrain or restrict competition. All responsible Vendors are encouraged to submit proposals. There is no penalty for withdrawing from the RFP process before a selection is made.

12.4 Proposal Terms

This 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.

Jefferson County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected; it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the County may consider as evaluation criteria.

The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of the RFP, addenda will be provided.

13 Pricing, Evaluation and Award Process

Pricing proposal shall include:

- Total (overall) system cost (\$USD)
- Cost for each system, including interfaces to other systems
- Monthly and yearly costs for hosting. Cost for Website Design.
- Application software license fees
- Modification costs if denoted to satisfy a requirement
- Implementation, training and support services costs
- Annual Software Maintenance costs for 5 years broken out by the yearly cost
- Other anticipated costs (i.e., travel, data file conversions, 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.

13.1 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:

- Quality and specificity of Proposal response
- Software functionality and capabilities
- Ease of use of system(s)
- Company profile and qualifications
 - Special consideration given to vendors with similar experience with local government clients that have same objectives, including GIS interface, web-based tools, etc.
- Information provided by references
- Stability (financial viability, business longevity, national focus)
- Proposed services and methodology
- Customer service (references, retention, measured service rates, 24x7 support)
- Warranty
- Proposed Schedule
- Pricing

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

13.2 Pricing – Software

Required Modules

Provide pricing information for all required applications/modules included in the proposed solution. If a module is included in a "base price", then indicate "included" in the price column.

Module	Price	# of user licenses included in price	Price per additional user license
Website Hosting	\$		\$
Website Design	\$		\$
Content Management System	\$		\$
Licensing	\$		\$
Training	\$		\$
Total Price for Required Modules		\$	
Check all the following that are included in the quoted Required Modules price: <ul style="list-style-type: none"> <input type="checkbox"/> Complete integration of all modules <input type="checkbox"/> Site license for all desktop modules <input type="checkbox"/> First-year maintenance on software <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 			

13.3 Pricing – Professional Services

Implementation Services	
Total price for software	\$
Check all the following that are included in the quoted software price: <input type="checkbox"/> Multiple onsite installation visits	
Total price for travel and per diem	\$
Total Price for Implementation 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"/> Defined timeframe for Go-live <input type="checkbox"/> Training database that utilizes agency-specific data <input type="checkbox"/> Complete administrator training <input type="checkbox"/> Post Go-live refresher training	
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"/> Post Go-live refresher training <input type="checkbox"/> Pre-Implementation project team training <input type="checkbox"/> Access to online training database	
Total price for Go-live assistance	\$
Check all the following that are included in the quoted Go-live assistance price: <input type="checkbox"/> Post Go-live onsite refresher training	
Total travel and per diem estimate	\$
Total Price for Training Services	\$

Total Price for Implementation and Training Services \$ _____

13.4 Pricing – Warranty, Maintenance, and Support

Support	Standard Business Hours	24/7 Support
First-year support (12 months)	\$	\$

Second through fifth year support (required modules)	\$	\$
Total Price for Warranty, Maintenance, and Support		

13.5 Pricing – Summary

Inclusions	Price
Total Modules	\$
Total Professional Services	\$
Total 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 _____

14 Process Schedule

14.1 Implementation

Describe your implementation strategy in detail. The proposer shall provide detailed implementation work plan and 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. Include the resume of the project manager assigned to this opportunity. Note whether the project manager is Project Management Professional (PMP) certified.
3. Provide a project organization chart.
4. 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.
5. Has the vendor ever completed an implementation after the deadline or exceeded the agreed budget? If so, describe.
6. Has the vendor ever failed to complete an implementation? If so, describe.

The proposer shall provide an Acceptance Test Plan (script) that describes and exercises all system and subsystem components and which allows Jefferson County to verify that the systems installed provide the expected functional capabilities while allowing the County to document acceptance or failure of each test of the system or subsystem component. The proposer is required to provide example forms of each test, or series of tests, that will demonstrate the acceptable performance of the system proposed.

Acceptance testing shall be accomplished with Jefferson County's Project Manager or designee(s) present and participating in the testing for compliance. The County will negotiate a test compliance schedule with the Vendor.

Should any failures be identified during the test, the Vendor will have a reasonable opportunity to correct the deficiencies, after which a retest will be scheduled. Jefferson County, at its sole discretion, will require a retest of the failed functions, or may elect to require the Vendor to conduct a complete retest. This process will continue until all functions have passed or it becomes obvious that the system under test will not support one or more functions that it was designed to accomplish. Jefferson County may decide to negotiate a settlement with the Vendor, or take other steps as deemed appropriate.

To ensure that the systems purchased are the most beneficial to Jefferson County, a functional test similar to the above test may be required before the completion of proposal evaluation and Proposer selection. Proposers must be prepared to conduct such tests for the proposed system upon notification by Jefferson County. Adequate preparation times will be provided.

14.2 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

14.3 Method of Award

Following evaluation of the written proposals as submitted, selection shall be made of two or more Proposers deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Proposers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Proposer so selected, the County shall select the Proposer which, in its opinion, has made the best proposal, and shall award the contract to that Proposer or to multiple Proposers should the County decide this to be in its best interest. Should the County determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.

14.4 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.

14.5 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 each CMS subsystem. 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.
TBD (e.g. 10%)	Upon System Migration
TBD (e.g. 30-50%)	Upon completion of both functional testing and throughput testing of all software.
TBD (e.g. 30%)	Upon successful completion of the 90-day reliability test period.

Payment requests must be made through the County's CMS 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.

15 County/Agency Contacts

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

Charlotte Hernandez Velez
Jefferson County Commission
124 E. Washington St.
Charles Town, WV 25414
304-728-3374
chernandez@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.

Project

Team Leader

Deadline

Update

In-Progress ; Completed

Commissioner's Top Project Listing

<p>GIS Content Management System: --Presentation to Commission to present project, costs, and benefit analysis in preparation for next year's budget.</p>	<p>Leader: Todd Fagan</p>	<p>May 30, 2012</p>	<p>Completed presentation. Applied for grants. RFP out to bid. DOC MANG. JC1302 24642504460000GG000</p>
<p>Research, determine needs analysis, costs and make recommendation for new telephone system for the County</p>	<p>Leader: Bill Polk</p>		<p>Internal fiber/cables structure almost complete. Phone implementation July, 2013.</p>
<p>IT Needs: Determine IT needs within the County. Provide recommendation for in-house or contract services, associated costs and plan of action.</p>	<p>Leader: Keyser and McDonald</p>	<p>June 30, 2013</p>	<p>System upgrades being completed by Accurate Systems/Voip and SSI by year-end. \$48k SSI; IT Update Project #JC428 - Long Term Plan Pending</p>
<p>OPEB Actuarial Study: RFP to be completed and bids returned for Commission consideration.</p>	<p>Leader: Debbie Keyser</p>	<p>Dec. 2013</p>	
<p>Income Replacement: Review County's options to provide employees with short term disability and long term disability options, the costs, vendor comparison and date to implement, if approved.</p>	<p>Leader: Debbie Keyser Team Members: Sally Gran</p>	<p>Sept. 30, 2012</p>	<p>Oct., 2012</p>
<p>Move AS400: Move AS400 from Hunter Building to Mason Building to protect equipment</p>	<p>Team Leader: Bill Polk Members: Charlotte Hernandez, SSI, and Accurate Systems</p>	<p>Sept. 30, 2012</p>	<p>AS400 being moved 6/2013 with installation of Voip.</p>

Project

Team Leader

Deadline

Update

Project	Team Leader	Deadline	Update
<p>CAD System: Develop RFP for a Computer Aided Dispatch System to provide complete data to those responding to 911 calls. RFP should include estimated costs for budget planning.</p>	<p>Leader: Jeff Polczynski</p>	<p>Oct. 30, 2012</p>	<p>RFP distributed. 6 vendors responded. RFP Team evaluating CAD responses. Approved Accurate Systems Contract 6-6-13 PROJECT# CAD JC 1301 24642504460000GG000</p>
<p>Space Needs Study: Provide inventory of all square footage of office space owned/leased/occupied by County gov't and affiliated agencies; Include: --Purchase of the Briel Building --Renovation of Animal Control --Cost Estimates for Judicial Center for Circuit Clerk; Bond or No Bond? --Court House space needs --Tax Office Work Stations & Storage --Utilize other outside resources as needed --Allow for privacy of citizens to discuss personal issues --Central heat and air condition unit for Hunter bldg. --Meeting Hall for citizens/Commission --Avoid damage to historical buildings Provide a 3 year plan for the use, renovation, sale and upkeep of all buildings to ensure the County is fully utilizing its spaces and dollars for County employment. Determine space needs for new Drug Court due 2016.</p>	<p>Leader: Debbie Keyser and Bill Polk; Add Financial Director when hired</p>		<p>Decided not to move on Briel Building. Other building(s) under consideration. Engineering costs report due back in June, 2013.</p>
<p>Develop a user-friendly citizen's budget for the website for 2013/2014</p>	<p>Leader: McDonald or new hire</p>		<p>1st Quarter, 2013/2014</p>

Project

Team Leader

Deadline

Update

Project	Team Leader	Deadline	Update
Develop a bidding contract policy based on state code	Leader: Debbie Keyser		One was developed. In policy packet but legislation just changed and needs to be revised
Establish a date in February for First Annual Economic Outlook for Jefferson County Complete a Comprehensive Plan that promotes economic growth in our County.	Leader: John Reisenweber		June 30, 2013
Schedule two more "Meet your Commissioner" events prior to fiscal year-end based on each Commissioner's region.	Leader: Keyser Jane: Black Dog Walt: Morgan Grove Park		Morgan Grove Park; July 18 - 5:00 – 7:00 p.m.
Receive report from CVB on ROI for our \$150k investment	Leader: Keyser	Nov. 2013	
Review Planning & Zoning processes to ensure good customer service to public; Update on smaller scale signs for business	Leader: Jennie Brockman	Jan. 2014	
Continue to completion on Hite Road Project	Leader: Jennifer Myers; Hired Project Leader	Jun. 2014	
Develop Compensation Team to address compensation issues.	Leader: Keyser Members: McDonald, Goodwin, Polk and Banks	Implement 7-1-2013	
Develop Phone Metrics to determine improved effectiveness, efficiency and cost savings	Leader: Bill Polk Members: L. Kuhn, C. Hernandez, Keyser	Oct. 2013	
Hire a Financial Director	Leader: Keyser	Oct. 2013	
New central heat and air conditioning. Stair replacement, and maintenance to floor.	Leader: Bill Polk	Need estimated costs	
Determine end-of-year carry over for FY2013 and decide on Rainy Day Fund.	Leader: Dale Manual/Sandy McDonald	July, 2013	test

Project Team Leader Deadline Update

Project	Team Leader	Deadline	Update
Completed 2012-2013:			
Hire a County Administrator:	Leader: Patsy Noland Member: Commission Members, Keyser and McDonald	June 30, 2012	Completed
Impact Fees – Affordable Housing	Leader: Roger Goodwin	June 30, 2012	Completed
Impact Fees: --Ensure a long term plan is in place to protect Impact Fees --Determine how to collect --How to charge --Potential income --Proposal due to Commission Oct, 2012	Leader: Roger Goodwin and Stephanie Grove	Sept. 30, 2012	Completed Oct., 2012
CIP Presentation – Ensure it includes all potential capital projects.	Leader: Paul Shroyer	June 30, 2012	July, 2012 Presentation made; Completed
Grant Policy: Develop a policy to establish a standard process to ensure each grant is documented, checks are applied to the appropriate fund, expenditures go to the proper fund, and the County is currently meeting or can meet the Grant requirements.	Team Leader: Vivian Fields Members: Teresa Hendricks, Sandy McDonald	Oct. 30, 2012	Completed Nov., 2012
Polling Assignment/Budget: Determine needs and costs of machines to show polling assignment	Leader: Jennifer Maghan	July 30, 2012	Completed a trail program Aug. 2012
Transportation Meeting with DOH to discuss/resolve two dangerous intersections. Cattail Lane and Top of Mountain/New Rt 9.	Leader: Nichelle Hosby/Dale Manuel		Completed.
Develop budget which addresses decreases in revenue, 911 Fee structure, F&R. Fees, Rainy Day Fund, receive input from Dept. Heads.	Leader: Shroyer		Completed budget approved and submitted timely to State.

Project Team Leader Deadline Update

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

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

IT Possible Assignments

SSI	Misc. Vendors	Accurate Systems	Charlotte	IT Person - 6 month contract
Printers	AST & CSSI: Used by several depts to assist w/their IT issues and developed their software	VOIP	Campus Computer issues (Downtown & Bardane)	Develop request for active directory for Dept Mgrs and Pros. Attorney. Implement if approved.
Entire Payroll System - AS400	Ipswitch: Email issues	Internal switches and fiber as it relates to VOIP	Campus Printer Issues (Downtown & Bardane)	Develop procedures and monitor for internal use of ticketing system.
Entire Budget System - AS400	Barracuda: Spam filter	CAD System	Assist with computer and printer issues for contingency agencies	Review scanner/printer options for CC to search documents by word.
Internet Connection for AS400/Supreme Court	Verizon, Frontier & Comcast: Internet issues	Assist with development of telephone policy	Manage vendor communication	Assist with RFP vendor meetings for website. Assist with vendor bidding, selection and implementation.
Set up query for upcoming ACA requirements for entire state	ESRI: Arc Gis - Todd's system		Webserver: Develop code and manage website, troubleshoot	Assist Todd with Document imagine RFP vendor selection and implementation.
Compensation Study??	IBM/Eaton: Problems with AS400 UPS		Change backup tapes for AS400; Validate software is backed up	Develop a policy/procedures for when computers need to be replaced. Computer replacement scheduled cycle.
Move AS400	WVNET: issues related to WVNET internet network		Email server: add users, troubleshoot, research problems, backup registry, manage lists and services, backups, calendars	Develop a policy/procedures to determine brand of computers, software, and what can be downloaded by individuals.
Set up query for upcoming ACA requirements for entire state	Network Solutions: manages our domain registry		Raidserver: add users, drives, troubleshoot	Develop how to best manage/track IT assets working with Maintenance
	Supreme Court: contact when Magistrate Xpress goes down		Webserver: manage apache server, backups of database and software forms	Develop procedures to encrypt files for sending via email
	Insight AV Services: library microphone/audi o system		MailArchiva: manage services	Assist with setting up department calendars
			Sophos server: clean infected machines, manage services.	IT Training for Commissioners so everyone is at same level.

			Develop department processes and procedures	Provide a back-up to Charlotte when she is sick or on vacation to assist with computer issues; or if there is a problem Charlotte can't resolve.
			Troubleshoot and configure iPads and iPhones	Review vendors/market?
			Backup switch, router configuration	Develop security plan and policies
			Assess security of network and respond to threats	Develop comprehensive log management, discovery and backup procedures and policies
			County Clerk server: manage users and backup system, recover data, troubleshoot	Research software license use in the county
			Prosecuting Attorney server: manage users and drives, case management, troubleshooting, VOCA	Develop patch management procedures and policies
			Manage LogMeIn accounts, installations	Understand virtualization concepts and how we can use these tools. Present ideas/improvements.
			In the future: Manage Watchguard	Develop remote control access for IT to streamline processes without being physically present.
			Webcast software: manage Windows Media Server, troubleshoot	Buy proper testing equipment so Maintenance can implement and test computer lines to avoid paying vendors.
			Ticketing server: install, develop, and manage tickets	Understand County IT structure and develop vision/strategic 5 year plan
			Cable Station: develop and manage content, connections	Validation of all servers (web; email; AS400, etc.)
			Data recovery	Patch management experience and recommendation for the County.
			New employee processing (computer, software, email, shared drives, etc)	Assist with misc. on-site user issues that Charlotte never has the time to get to.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: JCESA Fee Ordinance

Department or Entity: Requested by the Commission

Estimation of amount of time needed for appointment: 20 minutes

Date Requested – 1st Choice: Please schedule for 3 Commission Meetings:

June 27, 2013

July 11, 2013

July 25, 2013

Date Requested – 2nd Choice: _____

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

Subject: **Reading/Review/Edits of the JCESA Fee Ordinance**

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

JCESA will present a 5 minute presentation at the July 27, 2013 meeting of their final recommended ordinance to the Jefferson County Commission for review and consideration.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Approve or deny the JCESA fee ordinance with changes noted:**

Attachments:



JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue

Ranson, WV 25438

E-mail – jcesa@jcesa.org

Telephone – 304-728-3287

Fax – 304-728-6221

June 12, 2013

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

Dear Sir or Madam:

Attached please find responses to the issues raised at the Emergency Services Fee Hearing held May 23 and the revised Ordinance approved by the JCESA Board for review by the Commission. The Ordinance contains a categorization of Commercial square footage as recommended by the Jefferson County Development Authority and a cap on assessment to any one business entity of \$1,000. For your information, we have also enclosed an estimate of the potential income to be generated by the fees.

Please feel free to contact me if you have any questions.

Sincerely,

Douglas M. Pittinger
Director

Attachments



REVISED ~~May 21, 2013~~ June 12, 2013
Approved by JCESA Board
JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue
Ranson, WV 25438
E-mail – jcesa@jcesa.org
Telephone – 304-728-3287

JEFFERSON COUNTY SPECIAL EMERGENCY AMBULANCE SERVICE FEE ORDINANCE

SECTION 1 - LEGISLATIVE AUTHORITY

This Ordinance concerns the imposition and collection of a special emergency ambulance service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

SECTION 2 - PURPOSE

This Ordinance is enacted by the Jefferson County Commission for the purpose of providing career Fire Fighter/Paramedics and Fire Fighter/EMTs to staffing and maintaining an adequate emergency ambulance system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency ambulance system is necessary to promote the health and welfare of the citizens of Jefferson County and reduce property loss. Emergency ambulance service is a public purpose and a responsibility of government for which public money may be spent.

SECTION 3 - DEFINITIONS

RESIDENTIAL UNIT – Means any place of residence, whether occupied or unoccupied, as classified by the records of the Jefferson County Assessor, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, rental units, and personal care facilities. In the case of a structure which contains multiple dwelling units, such as duplexes and apartments, each apartment unit or duplex unit shall be deemed to be a separate residential unit.

COMMERCIAL UNIT – Means any place of business including hotel/motel, industrial/warehouse, institutional, nursing homes as classified by the records of the Jefferson County Assessor.

OWNER – Means the person, firm or corporation listed in the records of the Jefferson County Assessor possessing exclusive rights and control of a property.

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY
Page 2

USER – Means any person, firm or corporation to whom emergency **ambulance transport** service is made available.

EMERGENCY **AMBULANCE SYSTEM** – Any emergency **ambulance** service provided pursuant to this ordinance **including fire and ambulance**.

SPECIAL EMERGENCY **AMBULANCE SERVICE FEE** – Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency **ambulance** service within Jefferson County.

SECTION 4 - RATES

The Special Emergency **Ambulance** Service Fee imposed under this Ordinance shall be for emergency **ambulance** service provided for a Jefferson County Fiscal Year July 1 to June 30. The Special Emergency **Ambulance** Service Fee established by this Ordinance shall depend upon the total square footage of the building as set forth below:

	<u>Square Feet</u>	<u>Amount</u>
(a) Residential	0-1,600	\$55.00
	1,601-3,000	\$75.00
	3,001 +	\$85.00
(b) Commercial	0-2,500	\$85.00
	0-2,500	\$115.00
	2,501-7,500	\$215.00
	2,501-25,000	\$500.00
	7,501-20,000	\$520.00
	20,001-35,000	\$995.00
	35,001-50,000	\$1,270.00
	25,001 & Up	\$1,000.00 with a cap of \$1,000.00
	50,001-75,000	\$1,520.00 per parcel
	75,001-100,000	\$2,220.00
	Over 100,000	\$2,200.00 plus \$.0030 per sf Over 100K

Said fee may be adjusted annually upon approval of the Jefferson County Commission. The fee shall be the responsibility of the owner of the unit.

The Fee imposed under this ordinance shall be due and payable September 30 of each year. The Fee assessed and levied under the provisions of the ordinance shall be a debt due the Jefferson County Emergency Services Agency and shall be a personal obligation of the owner of the unit. Failure to pay the fee by the due date will result in delinquent status.

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY
Page 3

Delinquent fees may be, at the discretion of JCESA recovered by the JCESA through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same fiscal year the fee was billed. In any suit for collection of delinquent fees, the JCESA is authorized to recover its court costs and attorney's fees and costs.

For accounts paid on or after October 1 through December 31 the fee shall increase by 15 percent. For accounts paid on or after January 1 through March 31, the fee shall increase again by 15 percent. A summary follows:

Unit Type	If Paid On or Before September 30	If Paid On or After October 1 to December 31	If Paid On or After January 1 to March 31
	Full Year	Full Year	Full Year
Residential	55	63	73
	75	86	99
	85	98	112
Commercial	115 85	132 98	152 112
	215 500	247 575	284 661
	520 1,000	598 1,150	688 1,323
	995	1,144	1,316
	1,270	1,461	1,680
	1,520	1,748	2,010
	2,220	2,553	2,936
	2,220+	2,553+	2,936+

If any person believes he or she is erroneously charged an emergency service fee, the JCESA shall provide, upon the person's request, an exoneration form. The form shall be completed and returned to the JCESA no later than September 30 of the Fiscal Year for which the fee applies. The JCESA shall, within a reasonable time, cause to be investigated any request for exoneration. The JCESA shall, at its next regular meeting after completion of the investigation, make and communicate to the County Commission its recommendation regarding the exoneration. If good cause for exoneration is found by the County Commission, said Commission shall exonerate or modify any or all imposed charges, and shall notify the person in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, an appeal may be filed with the Circuit Court of Jefferson County.

This ordinance shall be published once a week for two successive weeks in a qualified newspaper published in this county.

SECTION 5 - RATE INCREASES

It's About Saving Lives...

The service of ambulance protection shall be continued, maintained, and improved by the Jefferson County Emergency Services Agency at the charge and expense of the owners of all residential and commercial units within the county. The fees shall be imposed, assessed and collected as set forth in this Ordinance. In the event the JCESA determines an increase in the fee imposed by this ordinance is necessary, it shall, by resolution, request the County Commission for such an increase. Procedures set for in Article 15, Chapter 7, Section 17 of the Code of West Virginia for the initial levy of such a fee shall be followed by the County Commission in the event an increase is sought.

SECTION 6 - EFFECTIVE DATE

This Ordinance shall become effective June 30, 2013. The fee assessed and levied by this ordinance shall be for services rendered from July 1, 2013 to June 30, 2014, and each fiscal year thereafter.

SECTION 7 - MANAGEMENT OF PROCEEDS

The proceeds from the imposition and collection of the Special Emergency Ambulance Service Fee shall be deposited in a special fund and used only to pay reasonable and necessary expenses actually incurred and the cost of buildings and equipment used in providing emergency ambulance service to residents of Jefferson County. The proceeds may be used to pay for, in whole or in part, the establishment, maintenance and operation of the Jefferson County Emergency Services Agency including the hiring of Fire Fighter/Paramedics and Fire Fighter/EMTs, as provided for in Senate Bill 224 (passed March 8, 2008), and Article 15, Chapter 7 of the West Virginia Code. Proceeds not expended in a given Fiscal Year will be maintained in the special fund and may be used in subsequent Fiscal Years as necessary.

SECTION 8 - BUDGET DEVELOPMENT

The Jefferson County Emergency Services Agency shall hold an annual public hearing for the purpose of receiving written or oral public comments pertaining to the operations of the JCESA within Jefferson County. This public hearing shall be advertised as a Class II legal advertisement in local newspapers within the County.

The required public hearing shall be held in conjunction with the regular January Board of Directors meeting in order to provide JCESA sufficient time to consider any improvements or changes in services and to account for said changes when submitting the annual budget request to the Jefferson County Commission.

In conjunction with the submission requirements of the Commission, JCESA shall prepare a regular JCESA budget for County Funds and shall prepare a supplemental budget detailing the upcoming Fiscal Year projections for the special emergency ambulance fund. The Board of Directors shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

SECTION 9 - DATA USED FOR ASSESSMENT OF FEES

Upon completion of the annual budget for the Fund, JCESA shall request the Assessor to provide it with a list of all residential and commercial units and commercial square footage within the county to be utilized as the data base for billing the Special Emergency Ambulance Service Fee commencing the following July 1. Each residential and commercial unit shall have an account established in the name of the owner of that unit and a bill in the amount of the fee shall be delivered to that unit by US Postal Service on or after July 1 of the Fiscal Year. The Assessor will further provide monthly updates to JCESA so that the database can be maintained on a current basis.

SECTION 10 - COLLECTION OF DELINQUENT ACCOUNTS

In mid-January, letters shall be sent to all delinquent accounts as a status reminder including a notice that delinquent accounts will be submitted for collection. On or about April 1, all delinquent accounts at that point shall be submitted for collection by either internal or external agencies.

Owners of residential and commercial units will be responsible for reporting to JCESA incorrect billing information to avoid collections.

SECTION 11 - BUSINESS MANAGER FUNDS AND POSITIONS

~~JCESA will appoint a Business Manager to manage the Fund who will report to the JCESA Director and Board of Directors and manage the day-to-day operations of billing and collection of the Fee. Funds will be allocated in the annual budget to pay reasonable and necessary expenses of running a business office.~~ Funds will be allocated to hire nine (9) Fire Fighter/Paramedics and Fire Fighter/EMTs.

SECTION 12 - AMENDMENTS AND SEVERABILITY

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

If a court of competent jurisdiction declares any provision of this Ordinance to be void, invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly declared to be void, invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully enforceable and effective.

This Ordinance shall become effective on June 30, 2013.

Approved by

12-Jun-13

EMERGENCY SERVICES FEE ESTIMATE

DRAFT

<u>Residential</u>	Units	Option 1
	21,221	85 1,803,785
<u>Commercial</u>		
0-2500	256	85 21,760
2501-25000	487	500 243,500
25001-100000+	39	1,000 39,000
	782	304,260
<u>Grand Total</u>	22,003	2,108,045

Note: The Proposed Ordinance places a cap of \$1,000 per business. A manual check of the Commercial records will be required to determine the impact of the cap on lowering the estimated income for Commercial.



JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue
Ranson, WV 25438
E-mail – jcesa@jcesa.org
Telephone – 304-728-3287
Fax – 304-728-6221

June 13, 2013

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

Dear Sir or Madam:

Attached please find a revised copy of page 2 of the proposed ordinance. Please replace this page which changes the word business to parcel in keeping with the designations contained in the Assessors database.

Please feel free to contact me if you have any questions.

Sincerely,

Douglas M. Pittinger
Director

Attachments

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY
Page 2

EMERGENCY SYSTEM – Any emergency service provided pursuant to this ordinance including fire and ambulance.

SPECIAL EMERGENCY SERVICE FEE – Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency service within Jefferson County.

SECTION 4 - RATES

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	<u>Square Feet</u>	<u>Amount</u>
(a)	Residential	\$85.00
(b)	Commercial	\$85.00
	0-2,500	\$85.00
	2,501-25,000	\$500.00
	25,001 & Up	\$1,000.00 with a cap of \$1,000.00 per parcel

Said fee may be adjusted annually upon approval of the Jefferson County Commission. The fee shall be the responsibility of the owner of the unit.

The Fee imposed under this ordinance shall be due and payable September 30 of each year. The Fee assessed and levied under the provisions of the ordinance shall be a debt due the Jefferson County Emergency Services Agency and shall be a personal obligation of the owner of the unit. Failure to pay the fee by the due date will result in delinquent status. Delinquent fees may be, at the discretion of JCESA recovered by the JCESA through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same fiscal year the fee was billed. In any suit for collection of delinquent fees, the JCESA is authorized to recover its court costs and attorney's fees and costs.

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY
Page 2

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	2,501-25,000	\$500.00
	7,501-20,000	\$520.00
	20,001-35,000	\$995.00
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JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue
Ranson, WV 25438
E-mail – jcesa@jcesa.org
Telephone – 304-728-3287
Fax – 304-728-6221

June 12, 2013

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

Dear Sir or Madam:

Attached please find responses to the issues raised at the Emergency Services Fee Hearing held May 23 and the revised Ordinance approved by the JCESA Board for review by the Commission. The Ordinance contains a categorization of Commercial square footage as recommended by the Jefferson County Development Authority and a cap on assessment to any one business entity of \$1,000. For your information, we have also enclosed an estimate of the potential income to be generated by the fees.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Pittinger", with a long horizontal line extending to the right.

Douglas M. Pittinger
Director

Attachments

Businesses

Issues: Not all businesses will utilize Emergency Services at the same rate, some businesses operate with a large number of EMS or Fire incidents and others such as warehouses will rarely utilize Emergency Services. On the fire side, some businesses have installed sprinkler systems. A suggestion was made by the business community to distribute the Fee by call volume or some sort of metric.

Points for Consideration:

The rates proposed by JCESA in our presentation split the fee heavily in favor of private residents versus business. [1,434,485 (85%) 250,420 (15%)]. Without an automated ability to track calls (CAD) it is virtually impossible to distribute a fee fairly and equitably between business entities although we know that there is a higher utilization of EMS ambulance service in places where people congregate.

Point for further consideration is the fact that a large number of our County businesses depend heavily on tourism; tourists who do not carry the financial burden of contributing to career Emergency Services personnel except through fees included in and passed through via purchases made within the County.

With regard to sprinkler systems, the installation of such will limit damage and loss of life, however, Fire response will still be required in these situations to make sure the Fire is out and to assess damage. Costs will still be incurred. Sprinkler systems will have no bearing on EMS incidents.

The investment in career FF/Paramedic, EMT will provide confidence throughout all the business community that they can develop and operate in a safe environment. Accepting and recognizing the issues raised by the business community, we propose a simplified billing structure that will bill each business entity as follows:

0-2,500 sf \$85.00, 2,501-25,000 sf \$500.00, and 25,001 & Up sf \$1,000.00

Ordinance

Issues: The statute cited quotes the County's authority to enact an ambulance fee and not a Fire Fee. The statute mentions specifically the user of ambulance services. Can we use such a citation?

Points for Consideration:

The Ordinance has been an issue from the beginning and by far is the largest concern raised by the public. The dual certified nature of the positions, while applauded by the State Fire Marshal's Office when we originally contacted them about Delta's proposal, is not yet envisioned precisely in the WV State Code. Further adding to the mix is Senate Bill 224 placing the Ambulance Authority and Fire Board within one County entity. While on the cutting edge in the State of WV, this is not an unusual mode of operation in the Region. East of Jefferson dual certification is the norm and it is inherently a more efficient utilization of personnel versus separate classifications especially in a climate of tight budgets and scarce resources. Making a dual purpose with one resource is the best bang for the buck.

The Commission's Attorney expressed optimism in her ability to defend the dual certified position model. Drafts of the Ordinance have been submitted and we would like to see this progressive model advanced and not abandoned. We understand the Commission's Attorney is preparing a legal opinion to clarify this situation and we would like to defer to Legal Counsel's recommendation to the Commission.

Rates

Issues: A definition of commercial versus agricultural/equine establishments needs to be provided. Where would a farm fall into the equation? A comment regarding senior citizens and poverty level citizen's ability to pay was raised.

Points for Consideration:

Attached are two charts that could be the basis of a newspaper ad regarding rates. Basically, a residence includes the Assessor's land use codes 100 through 200 and Commercial is everything else 300 through 700. All entities that are tax exempt in the Tax Database are exempt in the Emergency Services Fee Database and the few residents that do not use Jefferson County emergency services (outliers i.e., Ravenrock) are exempt as well

We do not have the ability to determine the terms of exoneration from the billing process. This ability rests in the hands of the County Commission. However in terms of potential to pay, the median household income in Jefferson County is \$65,603 compared to \$38,380 in the State of West Virginia. Jefferson County poverty rate is 8.4% versus 17.4% in the rest of the State.

Based on the results of public comment, we are now proposing a simplified structure of a fixed rate of \$85.00 for residential and a three tiered commercial structure of :

0-2,500 sf \$85.00, 2,501-25,000 sf \$500.00, and 25,001 & Up sf \$1,000.00

What is a Residential? Land Use Codes 100-200

Included

Single Family Residential

Multi Family Residential

Mobile Homes

Active Farm

Inactive Farm

Farm Preservation

Apartments

Omitted

Auxiliary Improvements

Vacant Land

Exempt in Tax Database: Cemetery, Post Office, Fed/State Bldg,
Library, School, College, Religious, Hospital, Police/Fire Station,
Correctional, Cultural

What is Commercial? Land Use Codes 300-700

Included

Commercial

Industrial/Warehouse

Hotel/Motel

Nursing Homes

Omitted

Auxiliary Improvements

Vacant Land

Parking

Exempt in Tax Database: Cemetery, Post Office, Fed/State Bldg,
Library, School, College, Religious, Hospital, Police/Fire Station,
Correctional, Cultural

Income and Expenses

Issues: Checks and Balances need to be incorporated into the collection of the fees. What are the internal controls, who will receive the payments? On the expense side there are 9 operational and 2 administrative positions in the budget these salaries will grow. How will the budget be contained and not require an increase in fee rates?

Points for Consideration:

At several junctures in the development of this program, we attempted to engage the Tax Office in the execution of this program. Sadly, this cannot be the case at this time. However, we did receive confirmation that our model of operation is within the same parameters the Tax Office would operate. This confirmation also follows the mode of operation utilized by Berkeley County. In anticipation of the Fee, the County Commission authorized the Business Manager position (first presented in the Five Year Plan) to lay the ground work for the office's operation. Off-the-shelf software exists to facilitate business operation and a close coordination with the Tax Office will enable the Commission and Residents to be assured that the funds will be collected, deposited, and accounted for within County, State and GAAP guidelines. In the current model, JCESA will convert their conference room to the Business Office to set up the program.

Checks and Balances will include the use of dual personnel to receive/collect all funds, timely data entry into the system followed up by issuance of daily report receipts that are delivered to the Tax Office who will verify the deposit and place those funds into a separate account. Checks will be issued by the County Clerk on a regular basis within the parameters approved in the annual budget by the County Commission and utilized by JCESA to pay expenses including payroll and to disburse to the Fire Companies etc. JCESA prepares weekly, monthly, quarterly and annual reports in compliance with all accounting regulations and is audited in accordance with State of WV regulations on an annual basis. The annual budget for the next five years is attached which projects no increase in the fee for five years.

JCESA FIVE YEAR STRATEGIC PLAN

<u>New Positions</u>	<u>Full Time</u>		<u>Base</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
	<u>Pos</u>	<u>FTE</u>	<u>Salary</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>	<u>Total</u>
Operational Positions ①								
FF/EMT	5	8.7	35205	306,284	315,472	324,936	334,684	344,725
FF/Paramedic	2	3	39949	119,847	123,442	127,146	130,960	134,889
ALS11								
FF/EMT	1	2.1	35205	73,931	76,148	78,433	80,786	83,209
FF/Paramedic	1	2.1	39949	83,893	86,410	89,002	91,672	94,422
Subtotal	9	15.9		583,954	601,473	619,517	638,102	657,245
Business Office ②								
Assistant Bus. Manager	1	1	42588	42,588	43,972	45,291	46,650	48,049
Admin	1	1	25453	25,453	26,536	27,332	28,152	28,997
Subtotal Business Office	2	2		68,041	70,508	72,623	74,802	76,298
Overtime ③				66,056	68,038	70,079	72,181	74,347
Conv and Step Increase of Current Employees ④				0	28,038	28,879	29,746	30,638
Step Increase of New Employees ④				0	20,881	21,507	22,153	22,817
TOTAL SALARY	11	17.9		718,051	788,937	812,605	836,983	861,345
Benefits:								
FICA @ .062				44,519	48,914	50,382	51,893	53,403
Medicare @ .0145				10,412	11,440	11,783	12,136	12,490
Pension ⑤				41,907	42,862	64,354	65,641	66,954
Workers Comp ⑥				60,670	60,670	60,670	60,670	60,670
Insurance ⑦				84,397	84,397	84,397	84,397	84,397
Awards, Fitness and Physicals ⑧				14,490	14,490	14,490	14,490	14,490
Total Benefits				256,395	262,773	286,075	289,227	292,404
TOTAL SALARY AND BENEFITS				974,446	1,051,710	1,098,681	1,126,211	1,153,749
Other Expenses								
Employee Equipment ⑨				34,083	2,700	2,700	2,700	2,700
Training ⑨				37,500	37,500	37,500	37,500	37,500
Operational Equipment ⑨				70,000	0	0	70,000	0
Fire Fighter Equipment ⑨				103,200	2,400	2,400	2,400	2,400
FIRE COMPANY ⑩				343,000	343,000	343,000	343,000	343,000
Business Office Expenses Other than pers ②				92,675	30,972	30,972	30,972	30,972
GRAND TOTAL				1,654,904	1,468,282	1,515,253	1,612,783	1,570,321

Collection

Issues: Who is doing the collecting? You should not use a collection agency and why do the rates of penalty grow if not paid on time?

Points for Consideration:

Collection is a thorny issue for any program. However, funds due and payable to the Sheriff are not paid and properties are sold within the County, so collections are a way of life. Our research included a review the following: 1) rates of default that could be expected, 2) collection via a collection agency, and 3) collection via the Magistrates Court. What we have learned is that initially we should expect a lower rate of response until residents get used to receiving our bill, but once established our sister county found that about 75% of those billed responded initially. Implementation of the acceptance of credit cards increased that response up to around 80% and once collection efforts are employed the response rate moves into the mid 90%. We learned the costs of utilizing a collection agency would be ½ of that collected, where utilization of Magistrates court involves court fees, certified mail postage and the fees charged by process servers. To fund these initiatives a penalty is charged to cover those costs. As listed in the Draft Ordinance an \$85 bill would be \$98 after October 1 and \$112 after January 1st. That charge would cover collection costs up to \$27.00. Our intention all along has been to utilize one of the two administrative positions as the focal point for collection efforts and that most likely the most cost effective way to proceed would be through Magistrates Court. However, we have requested the Board establish a committee to develop a fair and equitable method of collection.

Response Times

Issue: Is the investment in personnel overstated to reach the goal of improving response times.

Points for Consideration:

Our goal as presented in the 2013-2014 budget is to provide additional career staffing to allow the deployment of additional ambulances to improve less than acceptable response times throughout the County. This remains our goal. The JCESA Board has begun monitoring response times and will keep the County Commission apprised of our achievement of our goals throughout the year. We have attached a report of actual performance by company through April for information.

**Response Time by Company
Shepherdstown**

Time to Patient (Tiered)	Jan		Feb		Mar		Apr	
0-5 Minutes	3	4%	3	6%	5	9%	1	2%
6-10 Minutes	20	26%	16	34%	21	37%	15	32%
11-15 Minutes	20	26%	12	26%	16	29%	18	39%
16-20 Minutes	19	25%	13	28%	10	18%	9	20%
> 20 Minutes	14	19%	3	6%	4	7%	3	7%
Unclassified	0	0%	0	0%	0	0%	0	0%
	76		47		56		46	

Hour of Day	Jan		Feb		Mar		Apr	
Day	43	57%	29	62%	28	50%	30	65%
0600-1159	25	33%	13	28%	11	20%	16	35%
1200-1759	18	24%	16	34%	17	30%	14	30%
Night	33	43%	18	38%	28	50%	16	35%
1800-2359	22	29%	14	30%	23	41%	12	26%
0000-0559	11	14%	4	8%	5	9%	4	9%
Grand Total	76		47		56		46	

Call Acuity	Jan		Feb		Mar		Apr	
Change in Number of Calls			-29	-38%	9	19%	-10	-18%
Percentage under 10 minutes	30%		40%		46%		35%	
Percentage over 10 minutes	70%		60%		54%		65%	
Change in percentage under			10%		6%		-12%	
Change in percentage over			-10%		-6%		12%	
Change in Day Calls			-14		-1		2	
Change in Night Calls			-15		10		-12	
Response rate	100%		98%		92.9%		96.5%	
Percentage of calls with JCESA Staff	66%		57%		50%		70%	

**Response Time by Company
Middleway**

Time to Patient (Tiered)	Jan		Feb		Mar		Apr	
0-5 Minutes	1	3%	1	4%	0	0%	0	0%
6-10 Minutes	3	10%	0	0%	1	10%	0	0%
11-15 Minutes	7	24%	9	38%	2	20%	7	44%
16-20 Minutes	11	38%	9	38%	5	50%	8	50%
> 20 Minutes	7	24%	5	21%	2	20%	1	6%
Unclassified	0	0%	0	0%	0	0%	0	0%
	29		24		10		16	

Hour of Day

Day	16	55%	17	71%	7	70%	9	56%
0600-1159	8	28%	5	21%	5	50%	4	25%
1200-1759	8	28%	12	50%	2	20%	5	31%
Night	13	45%	7	29%	3	30%	7	44%
1800-2359	10	34%	4	17%	3	30%	3	19%
0000-0559	3	10%	3	13%	0	0%	4	25%
	29		24		10		16	

Call Acuity

Change in Number of Calls		-5	-17%	-14	-58%	6	60%
Percentage under 10 minutes	34%		38%		10%		0%
Percentage over 10 minutes	62%		58%		90%		100%
Change in percentage under			4%		-28%		-10%
Change in percentage over			-4%		32%		10%
Change in Day Calls		1		-10		2	
Change in Night Calls		-6		-4		4	
Response rate	100%		92%		84.6%		100%
Percentage of calls with JCESA Staff	58%		71%		70%		62%

**Response Time by Company
Independent**

Time to Patient (Tiered)	Jan		Feb		Mar		Apr					
0-5 Minutes	15	10%	9	8%	12	8%	15	10%				
6-10 Minutes	73	50%	47	42%	72	47%	64	41%				
11-15 Minutes	41	28%	47	42%	55	36%	55	35%				
16-20 Minutes	15	10%	5	4%	12	8%	18	12%				
> 20 Minutes	3	2%	4	4%	1	1%	4	3%				
Unclassified	0	0%	0	0%	0	0%	0	0%				
	147		112		152		156					

Hour of Day

	Jan		Feb		Mar		Apr					
Day	81	55%	66	59%	86	57%	86	55%				
0600-1159	42	28%	37	33%	44	29%	39	25%				
1200-1759	39	27%	29	26%	42	28%	47	30%				
Night	66	45%	46	41%	66	43%	70	45%				
1800-2359	38	26%	29	26%	43	28%	54	35%				
0000-0559	28	19%	17	15%	23	15%	16	10%				
	147		112		152		156					

Call Acuity

	Jan	Feb	Mar	Apr				
Change in Number of Calls		-35	-24%	40	36%	4	3%	
Percentage under 10 minutes	60%		50%		55%		51%	
Percentage over 10 minutes	40%		50%		45%		49%	
Change in percentage under			-10%		5%		-5%	
Change in percentage over			10%		-5%		5%	
Change in Day Calls		-15		20		0		
Change in Night Calls		-20		20		4		
Response rate	96%		99%		99%		99%	
Percentage of calls with JCESA Staff	56%		65%		66%		44%	

**Response Time by Company
Independent**

Time to Patient (Tiered)	Jan		Feb		Mar		Apr					
0-5 Minutes	15	10%	9	8%	12	8%	15	10%				
6-10 Minutes	73	50%	47	42%	72	47%	64	41%				
11-15 Minutes	41	28%	47	42%	55	36%	55	35%				
16-20 Minutes	15	10%	5	4%	12	8%	18	12%				
> 20 Minutes	3	2%	4	4%	1	1%	4	3%				
Unclassified	0	0%	0	0%	0	0%	0	0%				
	147		112		152		156					

Hour of Day

	Jan		Feb		Mar		Apr					
Day	81	55%	66	59%	86	57%	86	55%				
0600-1159	42	28%	37	33%	44	29%	39	25%				
1200-1759	39	27%	29	26%	42	28%	47	30%				
Night	66	45%	46	41%	66	43%	70	45%				
1800-2359	38	26%	29	26%	43	28%	54	35%				
0000-0559	28	19%	17	15%	23	15%	16	10%				
	147		112		152		156					

Call Acuity

	Jan	Feb	Mar	Apr				
Change in Number of Calls		-35 -24%	40 36%	4 3%				
Percentage under 10 minutes	60%	50%	55%	51%				
Percentage over 10 minutes	40%	50%	45%	49%				
Change in percentage under		-10%	5%	-5%				
Change in percentage over		10%	-5%	5%				
Change in Day Calls		-15	20	0				
Change in Night Calls		-20	20	4				
Response rate	96%	99%	99%	99%				
Percentage of calls with JCESA Staff	56%	65%	66%	44%				

**Response Time by Company
Friendship**

Time to Patient (Tiered)	Jan		Feb		Mar		Apr	
0-5 Minutes	1	6%	2	5%	0	0%	2	7%
6-10 Minutes	5	29%	13	33%	6	24%	5	19%
11-15 Minutes	6	35%	13	32%	13	52%	10	37%
16-20 Minutes	5	30%	7	18%	3	12%	5	19%
> 20 Minutes	0	0%	5	12%	3	12%	5	19%
Unclassified	0	0%	0	0%	0	0%	0	0%
	17		40		25		27	

Hour of Day

Day	11	65%	17	43%	15	60%	19	70%
0600-1159	7	41%	5	13%	6	24%	8	30%
1200-1759	4	24%	12	30%	9	36%	11	41%
Night	6	35%	23	57%	10	40%	8	30%
1800-2359	5	29%	16	40%	5	20%	6	22%
0000-0559	1	6%	7	17%	5	20%	2	7%
	17		40		25		27	

Change in Number of Calls		23	135%	-15	-38%	2	8%
Percentage under 10 minutes	35%		38%		24%		26%
Percentage over 10 minutes	65%		62%		76%		74%
Change in percentage under			3%		-14%		2%
Change in percentage over			-3%		14%		-3%
Change in Day Calls		6		-2		4	
Change in Night Calls		17		-13		-2	
Response rate	100%		97%		100%		100%
Percentage of calls with JCESA Staff	65%		45%		60%		56%

Response Time by Company
Citizens

Time to Patient (Tiered)	Jan		Feb		Mar		Apr	
0-5 Minutes	0	0%	5	7%	3	4%	0	0%
6-10 Minutes	22	32%	30	41%	22	32%	18	35%
11-15 Minutes	36	54%	26	36%	38	55%	20	39%
16-20 Minutes	7	10%	9	12%	1	1%	9	18%
> 20 Minutes	3	4%	3	4%	5	7%	4	8%
Unclassified	0	0%	0	0%	0	0%	0	0%
	68		73		69		51	

Hour of Day	Jan		Feb		Mar		Apr	
Day	42	62%	38	52%	43	62%	31	61%
0600-1159	18	27%	16	22%	16	23%	16	31%
1200-1759	24	35%	22	30%	27	39%	15	29%
Night	26	38%	35	48%	26	38%	20	39%
1800-2359	15	22%	27	37%	15	22%	11	22%
0000-0559	11	16%	8	11%	11	16%	9	18%
	68		73		69		51	

Change in Number of Calls		5	7%	-4	-5%	-18	-26%
Percentage under 10 minutes	32%		48%		36%		35%
Percentage over 10 minutes	68%		52%		64%		65%
Change in percentage under			16%		-12%		-1%
Change in percentage over			-16%		12%		1%
Change in Day Calls		-4		5		-12	
Change in Night Calls		-2		-9		-6	
Response rate	94%		94%		96%		98%
Percentage of calls with JCESA Staff	78%		75%		73%		59%

**Response Time by Company
Blue Ridge**

Time to Patient (Tiered)

	Jan		Feb		Mar		Apr	
0-5 Minutes	0	0%	2	7%	2	11%	1	4%
6-10 Minutes	2	6%	2	7%	2	11%	3	10%
11-15 Minutes	7	21%	12	41%	5	28%	9	31%
16-20 Minutes	13	40%	7	24%	4	22%	10	34%
> 20 Minutes	11	33%	6	21%	5	28%	6	21%
Unclassified	0	0%	0	0%	0	0%	0	0%
	33		29		18		29	

Hour of Day

	Jan		Feb		Mar		Apr	
Day	16	48%	16	55%	11	61%	16	55%
0600-1159	6	18%	2	7%	5	28%	8	28%
1200-1759	10	30%	14	48%	6	33%	8	28%
Night	17	52%	13	45%	7	39%	13	45%
1800-2359	13	40%	9	31%	4	22%	12	41%
0000-0559	4	12%	4	14%	3	17%	1	3%
	33		29		18		29	

Change in Number of Calls		-4	-12%	-11	-38%	11	61%
Percentage under 10 minutes	6%		14%		22%		14%
Percentage over 10 minutes	94%		86%		78%		86%
Change in percentage under			8%		8%		-8%
Change in percentage over			-8%		-8%		8%
Change in Day Calls		0		-5		5	
Change in Night Calls		-4		-6		6	
Response rate	95%		94%		84%		97%
Percentage of calls with JCESA Staff	70%		59%		61%		69%

Dual Dispatch

Response rate from Dispatch

Assignment of Positions

Issue: All operational positions should be assigned to the Fire Companies.

Points for Consideration:

Keeping patient care as the overlying mission, it has been agreed upon that JCESA will look to the assignment of all future positions based on response time needs by location and that those assignments will not be considered permanent but will be subject to realignment based on workload demand.



REVISED May 21, 2013 June 12, 2013

Approved by JCESA Board

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue
Ranson, WV 25438
E-mail – jcesa@jcesa.org
Telephone – 304-728-3287

JEFFERSON COUNTY SPECIAL EMERGENCY AMBULANCE SERVICE FEE ORDINANCE

SECTION 1 - LEGISLATIVE AUTHORITY

This Ordinance concerns the imposition and collection of a special emergency ambulance service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

SECTION 2 - PURPOSE

This Ordinance is enacted by the Jefferson County Commission for the purpose of providing career Fire Fighter/Paramedics and Fire Fighter/EMTs to ~~staffing and~~ maintaining an adequate emergency ambulance system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency ambulance system is necessary to promote the health and welfare of the citizens of Jefferson County and reduce property loss. Emergency ambulance service is a public purpose and a responsibility of government for which public money may be spent.

SECTION 3 - DEFINITIONS

RESIDENTIAL UNIT – Means any place of residence, whether occupied or unoccupied, as classified by the records of the Jefferson County Assessor, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, rental units, and personal care facilities. In the case of a structure which contains multiple dwelling units, such as duplexes and apartments, each apartment unit or duplex unit shall be deemed to be a separate residential unit.

COMMERICAL UNIT – Means any place of business including hotel/motel, industrial/warehouse, institutional, nursing homes as classified by the records of the Jefferson County Assessor.

OWNER – Means the person, firm or corporation listed in the records of the Jefferson County Assessor possessing exclusive rights and control of a property.

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USER – Means any person, firm or corporation to whom emergency ambulance transport service is made available.

EMERGENCY AMBULANCE SYSTEM – Any emergency ambulance service provided pursuant to this ordinance including fire and ambulance.

SPECIAL EMERGENCY AMBULANCE SERVICE FEE – Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency ambulance service within Jefferson County.

SECTION 4 - RATES

The Special Emergency Ambulance Service Fee imposed under this Ordinance shall be for emergency ambulance service provided for a Jefferson County Fiscal Year July 1 to June 30. The Special Emergency Ambulance Service Fee established by this Ordinance shall depend upon the total square footage of the building as set forth below:

	<u>Square Feet</u>	<u>Amount</u>
(a) Residential	0-1,600	\$55.00
	1,601-3,000	\$75.00
	3,001 +	\$85.00
(b) Commercial	0-2,500	\$85.00
	0-2,500	\$115.00
	2,501-7,500	\$215.00
	2,501-25,000	\$500.00
	7,501-20,000	\$520.00
	20,001-35,000	\$995.00
	35,001-50,000	\$1,270.00
	25,001 & Up	\$1,000.00 with a cap of \$1,000.00
	50,001-75,000	\$1,520.00 per business
	75,001-100,000	\$2,220.00
	Over 100,000	\$2,200.00 plus \$.0030 per-sf Over 100K

Said fee may be adjusted annually upon approval of the Jefferson County Commission. The fee shall be the responsibility of the owner of the unit.

The Fee imposed under this ordinance shall be due and payable September 30 of each year. The Fee assessed and levied under the provisions of the ordinance shall be a debt due the Jefferson County Emergency Services Agency and shall be a personal obligation of the owner of the unit. Failure to pay the fee by the due date will result in delinquent status.

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Delinquent fees may be, at the discretion of JCESA recovered by the JCESA through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same fiscal year the fee was billed. In any suit for collection of delinquent fees, the JCESA is authorized to recover its court costs and attorney's fees and costs.

For accounts paid on or after October 1 through December 31 the fee shall increase by 15 percent. For accounts paid on or after January 1 through March 31, the fee shall increase again by 15 percent. A summary follows:

Unit Type	If Paid On or Before September 30	If Paid On or After October 1 to December 31	If Paid On or After January 1 to March 31
	Full Year	Full Year	Full Year
Residential	55	63	73
	75	86	99
	85	98	112
Commercial	115 85	132 98	152 112
	215 500	247 575	284 661
	520 1,000	598 1,150	688 1,323
	995	1,144	1,316
	1,270	1,461	1,680
	1,520	1,748	2,010
	2,220	2,553	2,936
	2,220+	2,553+	2,936+

If any person believes he or she is erroneously charged an emergency service fee, the JCESA shall provide, upon the person's request, an exoneration form. The form shall be completed and returned to the JCESA no later than September 30 of the Fiscal Year for which the fee applies. The JCESA shall, within a reasonable time, cause to be investigated any request for exoneration. The JCESA shall, at its next regular meeting after completion of the investigation, make and communicate to the County Commission its recommendation regarding the exoneration. If good cause for exoneration is found by the County Commission, said Commission shall exonerate or modify any or all imposed charges, and shall notify the person in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, an appeal may be filed with the Circuit Court of Jefferson County.

This ordinance shall be published once a week for two successive weeks in a qualified newspaper published in this county.

SECTION 5 - RATE INCREASES

The service of ambulance protection shall be continued, maintained, and improved by the Jefferson County Emergency Services Agency at the charge and expense of the owners of all residential and commercial units within the county. The fees shall be imposed, assessed and collected as set forth in this Ordinance. In the event the JCESA determines an increase in the fee imposed by this ordinance is necessary, it shall, by resolution, request the County Commission for such an increase. Procedures set for in Article 15, Chapter 7, Section 17 of the Code of West Virginia for the initial levy of such a fee shall be followed by the County Commission in the event an increase is sought.

SECTION 6 - EFFECTIVE DATE

This Ordinance shall become effective June 30, 2013. The fee assessed and levied by this ordinance shall be for services rendered from July 1, 2013 to June 30, 2014, and each fiscal year thereafter.

SECTION 7 - MANAGEMENT OF PROCEEDS

The proceeds from the imposition and collection of the Special Emergency Ambulance Service Fee shall be deposited in a special fund and used only to pay reasonable and necessary expenses actually incurred and the cost of buildings and equipment used in providing emergency ambulance service to residents of Jefferson County. The proceeds may be used to pay for, in whole or in part, the establishment, maintenance and operation of the Jefferson County Emergency Services Agency including the hiring of Fire Fighter/Paramedics and Fire Fighter/EMTs, as provided for in Senate Bill 224 (passed March 8, 2008), and Article 15, Chapter 7 of the West Virginia Code. Proceeds not expended in a given Fiscal Year will be maintained in the special fund and may be used in subsequent Fiscal Years as necessary.

SECTION 8 - BUDGET DEVELOPMENT

The Jefferson County Emergency Services Agency shall hold an annual public hearing for the purpose of receiving written or oral public comments pertaining to the operations of the JCESA within Jefferson County. This public hearing shall be advertised as a Class II legal advertisement in local newspapers within the County.

The required public hearing shall be held in conjunction with the regular January Board of Directors meeting in order to provide JCESA sufficient time to consider any improvements or changes in services and to account for said changes when submitting the annual budget request to the Jefferson County Commission.

In conjunction with the submission requirements of the Commission, JCESA shall prepare a regular JCESA budget for County Funds and shall prepare a supplemental budget detailing the upcoming Fiscal Year projections for the special emergency ambulance fund. The Board of Directors shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

SECTION 9 - DATA USED FOR ASSESSMENT OF FEES

Upon completion of the annual budget for the Fund, JCESA shall request the Assessor to provide it with a list of all residential and commercial units and commercial square footage within the county to be utilized as the data base for billing the Special Emergency Ambulance Service Fee commencing the following July 1. Each residential and commercial unit shall have an account established in the name of the owner of that unit and a bill in the amount of the fee shall be delivered to that unit by US Postal Service on or after July 1 of the Fiscal Year. The Assessor will further provide monthly updates to JCESA so that the database can be maintained on a current basis.

SECTION 10 - COLLECTION OF DELINQUENT ACCOUNTS

In mid-January, letters shall be sent to all delinquent accounts as a status reminder including a notice that delinquent accounts will be submitted for collection. On or about April 1, all delinquent accounts at that point shall be submitted for collection by either internal or external agencies.

Owners of residential and commercial units will be responsible for reporting to JCESA incorrect billing information to avoid collections.

SECTION 11 - BUSINESS MANAGER FUNDS AND POSITIONS

~~JCESA will appoint a Business Manager to manage the Fund who will report to the JCESA Director and Board of Directors and manage the day-to-day operations of billing and collection of the Fee. Funds will be allocated in the annual budget to pay reasonable and necessary expenses of running a business office.~~ Funds will be allocated to hire nine (9) Fire Fighter/Paramedics and Fire Fighter/EMTs.

SECTION 12 - AMENDMENTS AND SEVERABILITY

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

If a court of competent jurisdiction declares any provision of this Ordinance to be void, invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly declared to be void, invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully enforceable and effective.

This Ordinance shall become effective on June 30, 2013.

Approved by

DRAFT

12-Jun-13

EMERGENCY SERVICES FEE ESTIMATE

DRAFT

<u>Residential</u>	<u>Units</u>	<u>Option 1</u>	
	21,221	85	1,803,785
<u>Commercial</u>			
0-2500	256	85	21,760
2501-25000	487	500	243,500
25001-100000+	39	1,000	39,000
	782		304,260
<u>Grand Total</u>	<u>22,003</u>		<u>2,108,045</u>

Note: The Proposed Ordinance places a cap of \$1,000 per business. A manual check of the Commercial records will be required to determine the impact of the cap on lowering the estimated income for Commercial.

Jefferson County Commission

Offices will be closed

on

Thursday, July 4, 2013 in

observance of

Independence Day.





**Shenandoah Valley Chapter #313
Korean War Veterans Association**

Requests the pleasure of your company
at the dedication of the

KOREAN WAR MEMORIAL

SATURDAY, JULY 20, 2013
10 AM

JIM BARNETT PARK
Winchester, Virginia

*RSVP by not later than July 5th to:
540 682-1965 or chucknjack@comcast.net
or
540 545-8403 or ncaliva29@gmail.com*

~ You are cordially invited ~

LUNCH

*in the
War Memorial Building
immediately following the Ceremony*

RSVP with number attending



THE SECRETARY OF THE INTERIOR
WASHINGTON

June 13, 2013

RECEIVED

JUN 17 2013

Jefferson, County Of
Jefferson County Commission
100 E Washington St
Charles Town, WV 25414-1072

Jefferson County Commission

Dear County Official:

I am pleased to notify you that on June 13, 2013, the Department of the Interior issued payments to eligible local governments under the Payments in Lieu of Taxes (PILT) program. The PILT program compensates local jurisdictions for Federal lands administered by agencies within the Department and on behalf of the U.S. Forest Service and the U.S. Army Corps of Engineers. The PILT payments may be used for any governmental purpose, including important community services such as emergency response, public schools, and roads. Since counties and other local jurisdictions are prohibited from taxing Federal lands, annual PILT payments help to defray costs associated with maintaining services that support these lands within their boundaries.

The PILT program is authorized by the Payments in Lieu of Taxes Act, 31 U.S.C. 6901-6907, as amended. The PILT Act prescribes the formula that is used to compute the annual payments based on per acre and population variables, which are annually adjusted for inflation and census data. Prior year Federal payments under certain revenue sharing programs are deducted in formulating the payment amounts. These amounts are reported by your State through an annual reporting process. A provision in the PILT Act provides that temporary payments be made to compensate for recent additions to the National Park System and the National Forest Wilderness areas.

The Emergency Economic Stabilization Act of 2008 (P.L. 110-343) authorized full funding for the PILT program beginning in 2008 and through 2012. The Moving Ahead for Progress in the 21st Century Act (P.L. 112-141) reauthorized full funding for the program for 2013. After sequestration mandated in the Budget Control Act of 2011 (P.L. 112-25), approximately 1,900 local jurisdictions received a total of \$399.8 million in PILT payments this year. The Balanced Budget and Emergency Deficit Control Act does not allow for sequestered funds to become available in subsequent years, because these funds are derived from the General Fund of the U.S. Treasury.

For 2013, your county is entitled to a PILT payment of \$6,211.00. If current bank routing and account numbers for your county have been provided to our Interior Business Center office or to SAM (System of Awards Management), an electronic funds transfer will post to your account on or about June 13, 2013. If this information has not been received, a check will be mailed to your county's address of record from the U.S. Treasury. Should you require further information, points of contact are provided in the list of Frequently Asked Questions at www.doi.gov/pilt. The website also includes information on how to register in SAM to expedite receipt of future PILT payments. Please contact (202) 513-7785 if you any questions.

Sincerely,


Sally Jewell

Public Service Commission
Of West Virginia

201 Brooks Street, P. O. Box 812
Charleston, WV 25323



Phone: (304) 340-0300
FAX: (304) 340-0325

June 12, 2013

Jefferson County Commission
110 East Washington Street
Charles Town, WV 25414

SUBJECT: Disbursement of Wireless E-911 Subscriber Fees

Dear County Commissioner:

A check in the amount of \$192,732.24 representing a disbursement of Wireless E-911 subscriber fees **will be mailed directly from the West Virginia State Auditor's Office**. This amount is your County's share of the fees remitted to the Public Service Commission for the months of March, April, and May 2013. The next disbursement will be in three months.

I can be reached at our toll-free number, 1-800-344-511, Extension 364, or direct at 304-340-0364, should you have any questions about the disbursement calculation or about the fees in general.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra Mitchell".

Sandra Mitchell
Budget & Finance Manager

SM:kp **RECEIVED**

JUN 17 2013

Jefferson County Commission



U.S. Department
of Transportation
**Federal Aviation
Administration**

Air Traffic Organization
Eastern Service Center

1701 Columbia Avenue.
College Park, GA 30337

June 14, 2013

The Hon. Dale Manuel
President
Jefferson County Commission
124 E. Washington St
Charles Town, WV 25414

Reference: Washington D.C. Metroplex Area Optimization of Airspace and Procedures in the Metroplex (DC OAPM) Draft Environmental Assessment (EA) – Notice of Availability

Dear Commissioner Manuel:

This letter is to inform you that the Federal Aviation Administration (FAA) has prepared a Draft Environmental Assessment (EA) to consider the potential environmental impacts of the implementation of the Washington D.C. Metroplex Area Optimization of Airspace and Procedures in the Metroplex (DC OAPM) project.

A “metroplex” is a major metropolitan area with multiple airports, where heavy air traffic and environmental constraints combine to hinder efficient aircraft movement. The DC OAPM project would improve the efficiency of the national airspace system in the Washington D.C. area metroplex by optimizing aircraft arrival and departure procedures at a number of airports. Study airports include:

- Dulles International Airport
- Ronald Reagan Washington National Airport
- Baltimore/Washington International/Thurgood Marshall Airport
- Joint Base Andrews
- Richmond International Airport
- Easton/Newnam Field Airport
- Frederick Municipal Airport
- Montgomery County Airpark
- Manassas Regional Airport/Harry P. Davis Field
- Leesburg Executive Airport
- Eastern West Virginia Regional Airport/Shepherd Field
- Martin State Airport
- Winchester Regional Airport
- Stafford Regional Airport

RECEIVED

JUN 17 2013

Jefferson County Commission

The project would involve changes in aircraft flight paths and altitudes in certain areas. Specifically, the FAA proposes to publish and implement optimized standard arrival and



2309 Washington Street, East
Charleston, WV 25311
E-mail: info@ccawv.org
Phone: (304) 345-4639
Fax: (304) 346-3512

June 12, 2013

To: All County Commissioners & Assistants
From: Vivian Parsons & Jennifer Webb
Re: Annual Meeting Registration

Included in this package are forms for county attendee registration and guest registration for the County Commissioners' **"Blazing New Trails"** Annual Meeting, August 4-7, 2013. Also included in this mailing is a tentative agenda. Please note registration deadline dates. Registration forms received after **July 26, 2013**, are considered late registrations and will be charged a higher fee. Cancellations, in writing, are accepted through **July 27, 2013**. After that date all no-shows will be charged the full registration amount. (See form).

Room reservations should be made by calling the **Stonewall Resort @ 1-888-278-8150**. Check-in is 4:00 p.m., check out is 11:00 a.m. The cut-off date for the reserved block of rooms is **July 05, 2013**. The room rate for the conference is \$109.00 per night plus a \$10 per night resort fee. **Be sure to tell the reservations department that you are with the county commissioner's conference. A major credit card will be required upon reservation of rooms and at check-in. Reservations must be guaranteed with a one-night deposit at time of reservation. Cancellations must be made by 4:00 pm on the day of arrival or the room will be billed as a no-show.**

As usual we are asking each county to bring a door prize for our Door Prize Dinner, *but please review the new Ethics publication on conference door prizes enclosed*. We'll distribute the prizes at the **"Blue Jean Jamboree"** Door prize Dinner/Dance on Monday evening. Don't forget to put your county's name on the package so that the winner of that prize will know where it came from! This has been such a fun and interesting process! Try to think of something that represents your county and is valued at \$25.00 or less! Be sure to wear your blue jeans, cowboy boots and cowboy hat to the Blue Jeans Jamboree— it's gonna be a hee-hawin' good time!!!

County Commissioners & Administrators should remember to bring your permanent name tags with you to the meeting. If you don't have one, give us a call and we'll get you one. If you have questions or need further information, please feel free to call. You may reach me at 345-4639. We are looking forward to a great meeting.

Also enclosed is a "CCA Legislative Issues Nomination form". This form will aid the association in our legislative endeavors. Please return completed forms, with your registration. You may also bring them with you to the August meeting!

Tentative Agenda (Continued)

Tuesday, August 6, 2013

- 8:00 - 9:00 AM Continental Breakfast
- 9:00 - 12:30 PM State Auditor's Training (Topics include: IRS Regulations; Tax Exoneration Process, Outside Funding Issues, Courthouse Security, Courthouse Facilities Authority Issues, Assessors Valuation Fund and Sheriff's Concealed Weapons Fund)
- 12:30 - 1:30 PM Thelma J. Stone Memorial Achievement Award Luncheon
- 1:30 - 5:00 PM State Auditor's Training (continued)
- 5:00 - 6:00 PM "Administrators Round-Up"
- 7:00 PM "Vittle's n' Wine" Dinner
Lambert's Winery



Wednesday, August 7, 2013

- 8:00 - 9:00 AM Continental Breakfast
- 9:00 - 11:00 AM State Auditor's Office Training wraps up!
- 11:00 AM Adjournment for general membership

"SAFE TRAVELS"

**Please make room reservations as soon as possible --
Remember July 5th is the cut-off date!**



**CCAWV 2013
Annual Meeting
"Blazing New Trails"**



County Commissioners' Association of West Virginia

2309 Washington Street, East
Charleston, WV 25311
(304) 345-4639 Fax (304) 346-3512

Guest Registration Form

**WV State Auditor's Office Annual In-Service Training Seminar
for County Commissioners' & Assistants**

(as mandated by WV Code §7-7-2)

Stonewall Resort, Lewis County, WV - August 4-7, 2013

*****Please Mail or Fax this completed form*****

County Attendee: _____ County: _____

Title: _____ Guest(s) Name: _____

In order to guarantee these events, we must know how many guests to expect. Please register your guests in advance. You may send a check with this registration or purchase tickets at the door.

# Guest tickets Needed	Event	Ticket Price
_____	Sunday Welcome Reception "Best in the West" Stonewall Resort Outdoor Terrace August 4, 2013 - 7:00 p.m.	\$20.00 each
_____	"NACCO Our National Connection" Monday Luncheon August 5, 2013 - 12:00 noon	\$15.00 each
_____	Monday Night "Blue Jean Jamboree" County Door Prize Dinner & Dance August 5, 2013 - 7:00 p.m.	\$40.00 each

Guest Registration Form
(Continued)

_____ Tuesday Luncheon - Thelma J. Stone Memorial \$15.00 each
Achievement Award Banquet
August 6, 2013 - 12:30 p.m.

_____ Tuesday "Vittles and Wine" \$30.00 each
Dinner at Lambert's Winery
August 6, 2013 - 7:00 p.m.

Total Amount Enclosed _____

Will pay at door _____





WEST VIRGINIA ETHICS COMMISSION

FREQUENTLY ASKED QUESTIONS

DOOR PRIZES, GIFTS AND GIVEAWAYS AT CONFERENCES

OVERVIEW: From time-to-time public employees or officials may win a prize at a conference, or be asked to plan a conference for their agency or an association. This guideline is intended to give clear guidance on accepting, soliciting or giving door prizes, gifts or giveaways in these circumstances.

If my agency has sent me to a conference and I put my name in a drawing at a vendor's booth, if I win a prize, may I keep it?

You may only keep the prize if the fair market value is less than \$25.00. Even if the vendor who donated the prize has no relationship with your agency, i.e. is not a vendor or a regulated party, you may **not** keep a prize with a fair market value in excess of \$25.00, since you are attending the conference in your official capacity as a public employee or official.

If I am at a work-related conference and I win a prize with a fair market value in excess of \$25.00, what should I do?

You may give the prize back or donate it to your agency or a non-profit entity. If you donate the prize to your agency or a non-profit, you may not take a charitable tax deduction. Moreover, you must write a letter to your supervisor documenting the fact that you donated the prize. You may only donate the prize to the agency if the prize is something which may be used by the agency, e.g. a microwave oven. On the other hand, if you win a trip to Myrtle Beach, you must give the gift back or donate it to a charity.

I am helping to plan a conference which is being hosted, in whole or part, by my agency or an association comprised of public officials. What

For some conference sessions, the presenter may want to encourage audience participation by giving participants candy or other small tokens for participating or answering questions correctly. In these situations, a reasonable amount of public funds may be used to purchase incentives of a nominal value, i.e. a fair market value of \$25.00 or less.

What if I belong to an association? Do these same rules apply?

Public servants may belong to associations comprised of public servants and persons from the private sector. Examples include the Troopers Association, Association of Counties, County Commissioners Association, or Municipal League. The same rules/limitations apply to door prizes, gifts or giveaways at any such association event.

What about wellness programs or events promoting wellness. May public funds be used to purchase incentives for these events?

Yes. Public funds may be used for this purpose in accordance with A.O. 2012-20. Any agency seeking to use funds for this purpose should first review this opinion, and contact the Ethics Commission with any questions.

What other advice do you have for me?

The \$25.00 gift limit applies to all gifts from a single source in a calendar year. For example, if at a conference you receive an item with a fair market value of \$15.00, you may not accept another gift with a fair market value of \$15.00 from that same vendor in the same calendar year since the total fair market value would exceed the \$25.00 limit. See *also* Ethics Commission Gift Guidelines.

If your agency is hosting a conference, either by itself or in conjunction with an association comprised of public servants, you may have conference sponsors. In your materials, you should inform sponsors that they may not give items with a fair market value that exceeds \$25. If you have participants at the conference who are public employees or officials from other States, in your conference material you may want to remind them that they should check with their Ethics Commission(s) regarding any limitations on them accepting door prizes, gifts or giveaways at conferences.

Relevant law: W.Va. Code § 6B-2-5(c), Title 158, Series 7, Advisory Opinions 90-172A, 95-20, 96-36, 2006-07, 2010-11 and 2012-20.

County Commissioners' Association of West Virginia

Legislative Issue Nomination

submitted for CCA Legislative Committee consideration

Submitted by: _____ Date: _____
(County) (Commissioner)

Topic: _____

1. Is this primarily an authority/responsibility issue? _____ or a funding issue? _____
2. To your knowledge, has this issue been introduced before? (*yes or no*): _____
 - a. If yes, provide year and House and/or Senate bill numbers: _____
 - b. If yes, what happened, and why? (*e.g. passed House; died in Senate Finance*): _____

3. What this proposed legislation would do: _____

4. Reason(s) this initiative is needed: _____

5. Does this initiative have the support of your County Commission? (*yes or no*): _____
6. Does your county have the resources to "draft" a bill on this issue? (*yes or no*): _____
7. Does this initiative have the support of your Legislators? (*yes or no*): _____
 - a. If yes, please identify sponsor/co-sponsors: _____
8. WV Code citation(s) for this issue: _____

Signature of Submitting Commissioner



west virginia department of environmental protection

Executive Office
601 57th Street SE
Charleston, WV 25304
Phone: (304) 926-0440
Fax: (304) 926-0447

Earl Ray Tomblin, Governor
Randy C. Huffman, Cabinet Secretary
www.dep.wv.gov

June 14, 2013

Mr. Rusty Morgan
Post Office Box 130
Rippon, WV 25411

Re: Appointment to Jefferson County Solid Waste Authority

Dear Mr. Morgan:

I am pleased to inform you that, pursuant to W. Va. Code § 22C-4-3(b), you are hereby reappointed to the Board of Directors of the Jefferson County Solid Waste Authority, effective July 1, 2013. Unless sooner rescinded, your appointment will expire on June 30, 2017. All appointees to county and regional solid waste authorities should be aware of Section 3(b)'s conflict of interest provision, which states:

No member who has any financial interest in the collection, transportation, processing, recycling or the disposal of refuse, garbage, solid waste or hazardous waste shall vote or act on any matter which directly affects the member's personal interests.

I congratulate you on your appointment, and I appreciate your personal dedication in proving willing to serve your community. Your commitment to public service will enable West Virginia to continue to move forward in a responsible manner to preserve the environment and to protect human health and safety.

Sincerely,

Randy C. Huffman
Cabinet Secretary

cc: The Honorable Earl Ray Tomblin, Governor
Mark Holstine, Executive Director, West Virginia Solid Waste Management Board
Michael A. Albert, Chairman, West Virginia Public Service Commission
Brian Farkas, Executive Director, West Virginia Conservation Agency
Jefferson County Commission
Jefferson County Solid Waste Authority

RECEIVED

JUN 21 2013



The Comforter

A publication of Hospice of the Panhandle.



Music as
Medicine

Pages 4-5



A Message

from Margaret Cogswell, RN, CHPA, Chief Executive Officer

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In the last couple of months, I have been cleaning out my office in preparation for the move to our new office building and the opening of our inpatient facility. In 26 years, one can really accumulate so many things – papers, files, books. I've looked through boxes that hold the only notes of the work volunteers did to establish this organization. They capture on some level the vision to care for people facing the end of life. This review has been inspirational; it's reminded me how our mission and vision connect us through the years.

Hospice of the Panhandle is 33 years old this spring. So much has changed. We have grown from an organization that provided volunteers to stay with critically ill people at home and who offered a hand to hold and an ear to listen to families to an organization providing care from professionals who manage pain, teach families and provide compassionate care. Our volunteers' roles have expanded to touch every aspect of our program. We've grown from an organization that cared for one or two people on any given day to one that routinely serves more than 180 people a day.

We have seen much growth as the word has traveled far and wide about the quality and compassion of our staff and volunteers. Recently we also have seen contraction. While we are serving more people, we are caring for them for fewer days. That brings us much sadness as we know what they are missing – the opportunity to have their symptoms managed sooner and to have meaningful conversations with family and friends.

In my 26 years, I have never experienced the regulatory burden and the reductions in reimbursement we are currently facing. Hospices felt the impact of sequestration in a huge way. The 2 percent cut from sequestration at the end of 2012 was the third rate reduction in six months. All three reductions are expected to continue and actually increase in the years to come.

So this spring, we celebrate the past – those who saw a need and gave birth to an organization now widely known for our compassion. We live the present – doing all we can to continue to provide care in the midst of increased regulation and significant reductions in our reimbursement. And we plan for the future – the completion of our new home and the opening of a new level of care for our patients when they are the most ill.

May our next 33 years bring as much love and compassion to this community as did the first 33 years.

Margaret

CONTACT

122 Waverly Court
Martinsburg | WV 25403

phone | 304.264.0406
toll free | 800.345.6538

www.hospiceotp.org



Contributing Writers

The Comforter is published by Hospice of the Panhandle for friends and supporters. If you would like to be removed from the mailing list please contact Karla Troppman, Marketing Coordinator, 304.267.1870, ext. 208 or email her at ktroppman@hospiceotp.org.



Margaret Cogswell, CEO, has been at the helm of Hospice of the Panhandle for 25 years. Under her direction, the organization has grown from an all volunteer organization to a vibrant health care provider serving more than 180 patients daily throughout Berkeley, Hampshire, Jefferson and Morgan Counties.



Maria Lorensen, serves as Hospice development director. Her 12 years of experience as editor of The Journal prepared her well for getting out the message about 'Building the Dream' of a new Hospice of the Panhandle inpatient facility and office along the Berkeley/Jefferson County border.



Daniel Speis, coordinator of Grief Support Services, has degrees in social work from Shepherd University and Salisbury University and has been with Hospice for 6 years. In addition, he also provides grief counseling to adults and teenagers and provides presentations related to grief and grieving to Hospice staff and the general community.



Karla Troppman serves Hospice of the Panhandle as Marketing Coordinator. She is a native of Martinsburg with a degree in Communications and over 17 years experience in the field of marketing and public relations. Her role supports all facets of Hospice in an effort to increase awareness and the utilization of services.

CelebrateService

National Volunteer Week
April 21 - 27, 2013

Hospice of the Panhandle Celebrates National Volunteer Week and Names 2012 Volunteer of the Year

On Thursday, April 18 Hospice of the Panhandle recognized faithful volunteers at the annual Volunteer Recognition Dinner held at the Holiday Inn in Martinsburg. Guests enjoyed dinner in a 70's themed room and were presented with a small gift in appreciation of their commitment. Volunteers were also awarded pins in recognition of their years of service and to those who completed over 100 hours of service in 2012.

The evening culminated with the announcement of the 2012 Volunteer of the Year award. This year's recipient was Karen Perry of Morgan County, who has volunteered with Hospice

of the Panhandle for over twelve years after being a caregiver for her husband who was a hospice patient. "Karen was so touched by the care given to her husband that she decided volunteering was a way to give back. Her volunteer roles have included serving as a grief volunteer, community liaison, organization support, and most recently patient support." Karen remains as passionate about hospice now as from the first day we came into her life" said Volunteer Coordinator, Tricia Lawrence.

Last year Hospice of the Panhandle, had 193 volunteers contribute time and services to the agency which

resulted in a cost savings of \$239,690. Hospice of the Panhandle congratulates Karen and thanks all volunteers for their time, energy and compassion to the lives of those in need.



Pictured from left to right are Katrina Stevens, Asst. Volunteer Coordinator; Tricia Lawrence, Volunteer Coordinator; Karen Perry, 2012 Volunteer of the Year; Margaret Cogswell, CEO.

Hospice Participates in WV Hospice Volunteer Day



Tricia Lawrence, WV Hospice Council Volunteer Chair, accepts the Proclamation from West Virginia Governor, Earl R. Tomblin.

Governor Earl R. Tomblin proclaimed May 9, 2013 as West Virginia Hospice Volunteer Day at the Capital in Charleston. Members of the West Virginia Hospice Council's Volunteer Committee, including Hospice of the Panhandle's Volunteer Coordinator, Tricia Lawrence, and volunteers from Hospices across the state attended the official reading.

Hospice Volunteer Wins Salute to Senior Service Contest

Home Instead Senior Care recently sponsored a contest to recognize seniors for the impact they make in their communities by volunteering their time and talents. State winners

were chosen by the nominee who received the most votes. Hospice of the Panhandle's META FOSTER won the state award, receiving \$500 towards the charity of her choice. She will now be entered into the national competition for a chance to win a \$5,000 donation.



Meta was nominated by Hospice of the Panhandle for her 26 year commitment to the organization.

Music as Medicine

The use of music as a healing tool dates back to ancient times, but in more recent decades, research supports the use of music therapy in hospice and palliative care. While the power of music has remained the same, the program has grown nationally, assuring that more patients and families will have access to the service in their own end-of-life care.

Nothing brings people together quite like music. The simple sound of music stirs memories and soothes the heart. It has no boundaries and is created and enjoyed by the young and old alike. For some, music releases positive energy—it stimulates the soul. Others turn to music to get through hard times, and for some, music is a form of therapy.

“Back in the Saddle Again,” “Ring of Fire,” “Crazy” and “King of the Road” are just a few of the songs played by Hospice of the Panhandle’s music therapist, Nicole Van Hall, to Melvin Patton on one particular brisk, sunny May morning.

Melvin has always enjoyed music. He remembers sitting in his garage listening to his son play music with his band.

“I couldn’t dance; I’m all feet,” he said, relaying the memory. “The only instrument I could play was the radio.”

That, of course, was before he took up the art of playing the spoons, which he so proudly demonstrated when he accompanied Nicole as she strummed on her guitar. For Melvin and many others, music is a form of therapy used to positively impact pain and increase energy while also improving comfort, spirituality and quality of life. Music therapy is used to complement other interventions to help patients cope with emotions such as fear, anxiety, agitation and depression and other types of distress that patients and families may experience

“Play as many as you want,” Melvin said, as Nicole brought up the lyrics to Johnny Cash’s “I Walk the Line.” Nicole visits Melvin at a nursing home in Berkeley Springs for approximately half an hour twice a month.

“For him, music has taken his mind off the pain,” Nicole said. “The social interaction is something he enjoys and amazingly when he is engaged in the music he doesn’t exhibit shortness of breath, though I also monitor to make sure the music doesn’t cause it or exacerbate coughing. If I

see him begin to cough I encourage him to play the spoons instead so he can still participate without causing him discomfort.”

Melvin picks the songs and the tempos and doesn't take his eyes away from Nicole while she sings and plays music for him.

“It just makes me feel good; I love it,” he said.

Nicole shares the gift of music with an average of three to four patients daily. Each patient's music therapy plan is different. Some enjoy older songs that spark a memory from their childhood, while others enjoy learning a new selection.

In Melvin's case, he enjoys old country, so old country it is. Nicole finishes her session with “Back in the Saddle Again” by Gene Autry.

As Melvin gets escorted from his room on his way to lunch, he looks at Nicole with a smile and simply says “thank you,” until next time.

—By Karla Troppman
Marketing Coordinator

Meet Nicole

Nicole Van Hall has a bachelor's degree in Vocal Music from Ithaca College with a minor in Psychology. She completed her Music Therapy Equivalency degree from Florida State University and is currently pursuing her master's degree in Music Therapy. Nicole is a Board-Certified Music Therapist and joined Hospice of the Panhandle in spring 2012.

At Hospice, music therapy is used to achieve goals and alleviate symptoms that are experienced during the end of life. The music therapist serves as an integral part of the hospice interdisciplinary team—social workers, nurses, physicians, aides, chaplains, grief support counselors and volunteers, to provide the best care and quality of life for each patient.

For more information on Hospice and Palliative Care Music Therapy, visit www.hospicemusictherapy.org





Center for Grief SupportSM

Hospice of the Panhandle

—By Daniel Speis, MSW, LGSW
Coordinator of Grief Support Services

Pain. Nobody likes to feel pain. In fact, we are biologically hardwired to avoid pain. Take for instance the touching of a hot burner on a stove. When our tender skin brushes against the blistering heat of the iron coil, without so much as a thought, we jerk away to avoid further injury. None of us think to ourselves, “Gee, this coil sure is hot! Perhaps I should stop touching it!” It just happens. We are programmed to avoid pain. But it’s not just physical pain we seem to draw away from either; we also frequently attempt to draw away from those things that cause us emotional pain, too. Yet, with grief, experiencing the pain of the loss is exactly what we need to do in order to help us heal, adapt to life without our loved one, and to continue moving forward.

It gets better with time—it’s a phrase people hear often while grieving. Many of the well-intentioned will offer this advice in an attempt to provide hope and encouragement; but sadly the mere passing of time alone is not sufficient to heal grief. Healing grief requires time plus hard work that can be painful at times. But what exactly is the “work” of grief? It is experiencing the pain of the loss and giving yourself permission to feel whatever emotions surface, struggling to make changes and adapt to a world where your loved one is no longer there, finding ways to continue to nurture the relationships with the people and things that are still a part of your life while at the same time finding ways to stay connected to the memory of your loved one, and not judging yourself during the whole process.

Not easy, huh? For some it seems easier to stay busy and occupy their time and their minds with other activities while hoping that after enough time has passed the pain will simply go away. While some people might call this “denial,” I prefer to think of it as avoidance because after all, to confront the loss is painful, and since we naturally want to withdraw from pain it seems only reasonable to try to avoid that thing that causes us pain.



Trying to “stay busy” was exactly what Shirley was doing when she came to see me. For the first year and a half after her husband died she did everything she could think of in order to stay busy and not think much about her loss. She found she couldn’t think about, let alone talk about her husband without falling apart, so she threw herself into work, she took up photography as a new hobby, devoted herself to her garden, traveled to see friends and family when she could, and even oversaw a remodeling of her house. All seemingly good and productive endeavors, but as time passed it only got harder and harder for her to not think about her husband and his death, and when thoughts about her husband’s death did happen to break through her defenses, she did whatever she could to stop the pain and the tears with the use of other distractions. “I have to be strong,” she said, “so I’m trying to stay busy. It’s supposed to get better with time and I don’t know why it isn’t. It feels like it did right after he died.”

The first thing we did together was to help Shirley examine how for the last year and a half she had been running herself ragged in a frantic effort to avoid the pain of her grief. We talked about how avoiding grief doesn’t heal it, but instead leaves it right there inside of her, and how this can even lead to her grief intensifying over time. We worked to help her confront her loss by finding ways to talk openly about it. We also talked about the ways her loss has affected her emotionally, socially, and even spiritually. Yes, all of this brought tears along with tough feelings of sadness, yearning, regrets, and even some anger at times, and although this wasn’t pleasant at first, by doing it she also began to notice the recall of pleasant memories too, which began to bring her feelings of peace, comfort, and a sense of continuing connection with her husband which up to this point she had not experienced. We worked together to help her process her intense feelings of sadness when they came, and strengthen the ongoing connection she still had with

her husband's memory. In time she found that she could talk with not only me about her husband, but also with other people, and she could do it without falling apart. She told me that although she had been trying to keep busy, she wasn't really living, and now she felt like she was living again!

There is no doubt that grieving the death of a loved one is one of the most difficult things we have to do as human beings. It is reasonable to not want to hurt—none of us want to hurt! It is also reasonable and good to be engaged in the world and find ways to continue to move forward with life even in the wake of a death, but sometimes in our efforts to not feel the intense pain of grief which is necessary at times to help us heal, we can overdo it by being too busy, and so we end up “stuffing” our grief deep down inside through an over-reliance on avoidance, distraction, and suppression strategies. The challenge for us then is finding the balance between allowing ourselves the time necessary to grieve and taking a break from that grief, and often it is this back-and-forth which leads to the greatest amount of healing.

The grief support services at Hospice of the Panhandle are available to anyone in the community and are free of charge.

We also offer a bi-monthly series of essays on grief titled *Stepping Stones*, educational and supportive literature related to grief, individual counseling and consultation, support groups and presentations.

For a full calendar of support services and programs visit our website at www.hospiceotp.org/grief-support or contact one of our grief counselors at 304.264.3902 if you are interested in utilizing any of these services.



The experiences and sentiments in this article are real, the characters are fictional to convey the message.

Building the Dream: Projects Under Roof This Summer

If you haven't been by the Hospice building site recently, you've missed a lot of construction action.

The newly constructed road connects old Route 9 to both buildings, which one day will assure easy access for family members who want to visit loved ones and Hospice staff going to work. Steel beams have been erected at both buildings. By late summer, both projects should be under roof. Contractors and subcontractors are meeting weekly as the project progresses.

Hospice of the Panhandle's "Building the Dream" project – to construct a 14-bed inpatient unit as well as an administrative office building – is well on its way to becoming a reality. The 14-bed inpatient unit will likely be complete by year's end, and the office will be ready for occupancy in early 2014. Seventeen acres of farmland on the Berkeley-Jefferson County border is truly being transformed.

In late April, staff, donors and contractors gathered at the site for an update by owner's project representative Bill Cornett, who said he couldn't be more pleased with construction progress.

"We have quality contractors on board who are on making sure that we're on track, and that we are within

budget. I'm confident that these buildings will be top-notch," Cornett said.

Hospice has raised \$3.57 million for the project; total cost is \$11.6 million. The agency has begun its community fundraising campaign, reaching out to those who haven't yet made a gift or pledge. Once the move to the new buildings takes place, Hospice will put its current offices up for sale.

"Even though there seems to be quite a difference between the amount we raised and what the project will cost, the sale of the buildings will help quite a bit, as will our savings realized from the office space we rent," said Board chair and campaign chair GT Schramm. "But we know that we still have more fundraising work to do as well."

CEO Margaret Cogswell said she and the staff have begun planning for the move. Hospice is excited to offer another level of care to patients and families.

"There's not a week that goes by that I don't hear about a patient who could benefit greatly from this care," Cogswell said. "What we do in the home will continue to be our primary focus. But this is another very important option."

—By Maria Lorensen,
Development Director



Work continues on the administrative office which will consolidate four offices in Berkeley and Jefferson counties. The office building is slated to be complete shortly after the first of the year.



Steel support beams go up on the interior of the inpatient unit, which is slated to be complete before year's end.

Community Events

Hampshire County Hospice Auction

Thanks to everyone who made the Hampshire County Hospice Auction a huge success! The event went very smoothly thanks to the many volunteers, sponsors, donors and attendees who came together to raise over \$12,000 for hospice patients and families.



Ourea Demons Motorcycle Poker Run

The Ourea Demons donated \$2,000 that they raised during a poker run held in memory of Betty Higgs. The group, along with Evel Speed, VIP Lounge and the K9 Motorcycle Club, hosted a ride with about 75 bikes participating. Thanks to them for all of their hard work!

Gently Used Purse Auction

Thanks to all who participated in our first Gently Used Purse Auction! We had a great evening that featured fabulous designer purses and great buys. Our savvy shoppers raised \$1,290!

Timber Ridge Christian Church Pancake Breakfast

A big thank you to Timber Ridge Christian Church who hosted a pancake

breakfast to benefit Hospice. As always, they were generous and welcoming and donated over \$1,200!

Zion Church of Christ Youth Spring Fair

Thanks to the youth of Zion Church of Christ in Augusta. They organized a spring fair to help Hospice. This young group raised \$500 during their first fundraiser for Hospice of the Panhandle. Thank you!

Wine & Moore

Thank you to the Bavarian Inn, Mary Alice Bowers and all those who attended Wine & Moore this year. It was a lovely evening that featured lovely art, wonderful food and an array of wines to taste. The event raised \$ for hospice patients and families. Thank you!

Future Events

9th Annual Gaylen "June" B. Shaw, Jr. Memorial Fundraiser

Sunday July 21, 2013 | 1pm

Join Joltin' Jim McCoy on Sunday, July 21st at the Troubadour Lounge and Park for the 9th Annual Gaylen "June" B. Shaw Jr. Memorial. This afternoon is always a fun time with good food and live music. The afternoon is topped off with a live auction.

The event is free to enter and eat but drinks do cost. Please bring a covered dish to share. The Troubadour will provide all of the meats. All proceeds go to Hospice of the Panhandle. For more information, call the Troubadour at 304.258.9381.

Bike Night

Saturday August 24, 2013 | 5pm

The 11th Annual Bike Night will come again to Martinsburg on Saturday, August 24th. The event starts with a motorcycle ride. Registration for the ride opens at Berkeley Plaza at noon and kickstands go up at 4pm. The bikes will arrive downtown around 5pm where the festivities will continue with food, beer, live music and vendors. Taking the stage this year for Bike Night 2013 will be The J Factor and Freakshow. For more information, call Randy Lewis of Main Street Martinsburg at 304.262.4200.



Morgan County Hospice Benefit Dinner

Monday November 4, 2013 | 6pm

The Morgan County Hospice Liaisons and the Morgan County Clergy Association will once again host a benefit dinner for Hospice of the Panhandle on Monday, November 4, 2013 at 6pm at the American Legion in Berkeley Springs. Tickets are free of charge and a goodwill donation will be taken at the door. Enjoy fried chicken, ham, homemade macaroni and cheese, green beans, rolls, homemade desserts and more. Dinner will be followed by a dessert auction. For more information, contact Karen Perry at 304.258.3574.



10.1.12 through 3.31.13

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Hospice of the Panhandle now accepts donations online at www.hospiceotp.org/donate



New Volunteer Training

Friday's, August 9th, 16th, 23rd
9am-4pm
Hospice main office-small meeting room

Saturdays, October 12th, 19th
9am-4pm
Legado Drive office, Martinsburg

For more information or to register, call 304.267.1870 x 211.

A Bit About Hospice Eligibility

As Hospice of the Panhandle has grown, and more people have experienced hospice care for their loved ones, many people in our community have come to understand what a good thing hospice care is.

Hospices are certified by Medicare and licensed by the state to deliver care. As such, we have a set of rules and regulations that we must follow. Part of those regulations defines who is eligible for care. Not only are we obligated to review each prospective patient using rules and guidelines, and certify their eligibility, we are also recertify them on an ongoing basis.

Sometimes the course of a patient's illness improves or stagnates and the person no longer meets the eligibility requirements. We have a rigorous process to come to a decision to discharge them from care, relying on the expertise of every team member involved in the patient's care - from our hospice aides to our physician - to assure that we continue to serve all eligible people.

When a discharge decision is made, patients and families often feel sad. So do we at Hospice. Patients and families have come to know and appreciate the care we have been able to deliver, and we have been welcomed into their homes and into their families. It's particularly difficult when ongoing care is needed and other resources are not available. Of course, the person remains eligible for future hospice care, when his/her disease process changes.


Rules and regulations are established for good reasons. But sometimes it's hard to give up a good thing.



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Happy  Birthday Hospice of the Panhandle



This spring, Hospice of the Panhandle celebrates 33 years of compassionate, end-of-life care in our community. Dr. Frank Hamilton, left, and Dr. Timothy Bowers, along with CEO Margaret Cogswell await the completion of the future inpatient facility. Drs. Hamilton and Bowers were founding board members and both continue to serve active roles on the Hospice of the Panhandle Board of Directors.