

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, AUGUST 1, 2013
9:30 A.M.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Regular meeting minutes - July 18, 2013
- Joint Meeting of County Commission and Envision 2035 Steering Committee Minutes - July 18, 2013

APPROVAL OF PURCHASE ORDERS

- August 1, 2013

APPROVAL OF ACCOUNTS PAYABLE

- July 25, 2013
- August 1, 2013

PUBLIC COMMENT

PRESENTATIONS:

1. 9:45 a.m. Tiffany Lawrence - West Virginia House of Delegates
- Presentation of Community Participation Grants
2. 10:00 a.m. Angie Banks, Assessor
- Exonerations - Discussion/Action
3. 10:10 a.m. Marie Galazzi, Partnership for Affordable Housing
- Requesting permission to use the library meeting room the 3rd Saturday of every month to hold home buyer education classes - Discussion/Action
4. 10:15 a.m. Annette Gavin, Director Jefferson County Convention and Visitor's Bureau & Board
- Update on Return on Investment - Discussion/Action
5. 10:45 a.m. David Hammer, Esq, Attorney for the Charles Town HBPA
- Update on legislative activities regarding the Horsemen Benevolent Protective Agency - Discussion/Action
6. 10:55 a.m. **BREAK**

7. 11:10 a.m. Daniel Lutz., Feagan's Mill
- Follow up on unsigned memo from Roger Goodwin - Discussion/Action
8. 11:20 a.m. Bill Polk, Director of Maintenance
- Update on Courthouse - Discussion/Action
9. 11:30 a.m. Debbie Keyser, County Administrator - Sandy McDonald, Deputy Administrator
- General County Budget Revision # 1 and Resolution - Discussion/Action
- FY 2014 Internal Budget Revision # 1 - Central Garage - Discussion/Action
- FYI 2014 Internal Budget Revision # 2 - Group Health Insurance
- Discussion/Action
- Further Financial Analysis Financial Director Report - Discussion/Action
10. 12:30 p.m. Break for Lunch

NEW BUSINESS:

11. Approval of Contract and Resolution - Community Participation Grant Program for the Jefferson County Animal Welfare Society in the amount of \$20,000 - Discussion/Action
12. Approval of Contract and Resolution - Community Participation Grant Program for the Jefferson County Homeland Security to purchase equipment in the amount of \$3,000
- Discussion/Action
13. Approval of Contract and Resolution - Community Participation Grant Program for the Jefferson County Black History Preservation Society - Webb/Blessing House in the amount of \$3,000 - Discussion/Action
14. Jane Tabb, County Commissioner
- IT - RFP Status - Discussion/Action
- County Commission Capital Outlay Proposed Project List - Discussion/Action
15. Patsy Noland, County Commissioner
- Contract Negotiations, Chief Financial Officer position - Discussion/Action - (*Executive Session*)

COUNTY ADMINISTRATOR REPORTS

- Policy & Procedures - Revised PCard Policy ratify vote from July 18, 2013
Discussion/Action
- Policy & Procedures - Discussion/Action
- Event Dates - Discussion/Action

- Meet Your Commissioner - Discussion/Action

COUNTY COMMISSION REPORTS

DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCY WRITTEN REPORTS

- 4th Quarter Report for Planning and Zoning Departments
- Quarterly Report for Planning Commission and Board of Zoning Appeals for 2012-2013 (April-June 2013)
- Annual Report of Planning Commission

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

16. 1:30 p.m. Interviews and Appointments to the Jefferson County Planning Commission for one-unexpired term ending March 31, 2014 - applicants being Mr. William McLeod, Mr. Howard Feldstein and Mr. Matthew Knott
- Discussion/Action
17. 1:45 p.m. Roger Goodwin, Chief Engineer
- The town of Harpers Ferry's request for help in meeting the requirements of West Virginia State Code §15-5-20a. - Floodplain Manager Training
- Discussion/Action
- Mission Ridge Subdivision - Site work (street paving & old Route 9 turn lanes at entrance) payment for work in accordance with the contract documents - Discussion/Action
- 2013 Building Code Enforcement Ordinance - Discussion/Action
- Impact Fees Recalculation & Fee Schedule Update - Proposal
- Discussion/Action

CORRESPONDENCE:

Memo from the State of West Virginia, State Fire Marshal's Office regarding State Building Code and Certification of Building Code Officials and Inspectors.

Letter from State of West Virginia, State Tax Department, Tax Account Administration Division - regarding refund decrease from Motor Fuel Refund.

Copy of letter from Department of Planning to Director of Engineering, Division of Highways regarding alternative alignments for the proposed widening of US 340.

Letter from WV Division of Highways regarding the Statewide Transportation Improvement Program.

Memorandum from James Stevenson, Executive Director - Day Report Center - regarding newly

revised client handbook.

Email from Lakisha Capel regarding FirstEnergy's billing practices.

Letter from A2Z Field Service regarding Code Enforcement of HUD Case Number: 571-09074.

Letter of acknowledgment of membership from the West Virginia Association of Counties.

Copy of article from the Charleston Gazette, July 19, 2013 regarding WV Prison overcrowding.

County Commissioners' Association of West Virginia, Commissioners' Corner - Volume 14, Number 12 - July 2013.

WV Lottery Weekly Settlement - Week ending July 13, 2013.

WV Lottery Weekly Settlement - Week ending July 26, 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.

Minutes

Jefferson County Commission

Thursday, July 18, 2013

A meeting of the Jefferson County Commission was held on Thursday, July 18, 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, Executive Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the July 18, 2013 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Widmyer led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Pellish to approve the Minutes of the July 11, 2013 County Commission Meeting with noted correction. Motion seconded and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Tabb to approve revised Purchase Orders in the amount of \$143,358.25 to include P.O. Nos. 51408, 51409, 51410, 51756, 51630, 51631, 51632, 51635, 51788, 51757, 51759, 51762, 51763, 51764, 51765, 51828, 49832, 49835, 516.02, 51670, 51705, 51732, 51753, 51754, 51758, 51760, 51761, 51767, 51769, 51770, 52108, 51755 and 51766. Purchase order # 51669 removed and purchase order # 52108 changed from 135.12 to 131.52. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
070297	PAYROLL	AMERICAN FAMILY LIFE ICU		\$ -	\$ 4,152.66	\$ 4,152.66
070298	424	AT&T/IL		\$ -	\$ 0.25	\$ 0.25
070299	ALLOC	AHA/ART&HUMANITIES ALLNC		\$ -	\$ 1,760.92	\$ 1,760.92
070300	406	ANGELA L BANKS		\$ -	\$ 69.00	\$ 69.00
070301	PAYROLL	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85

070302	PAYROLL	BUREAU F/CHILD SPRT ENF		\$ -	\$ 212.31	\$ 212.31
070303	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
070304	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 23.08	\$ 23.08
070305	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 290.31	\$ 290.31
070306	413	CASTO & HARRIS INC	51634	\$ 92.84	\$ -	\$ 92.84
070307	717	CREAMERS WRECKER SVC	51742	\$ 345.00	\$ -	\$ 345.00
070308	425	CENTRAL ELEVATOR	51746	\$ 640.00	\$ -	\$ 640.00
070309	PAYROLL	CHILD SUPPORT ENFORCE AG		\$ -	\$ 27.69	\$ 27.69
070310	401	CHOICE STAFFING, INC.		\$ -	\$ 154.00	\$ 154.00
070311	PAYROLL	COLONIAL LIFE		\$ -	\$ 566.84	\$ 566.84
070312	425	COVENANT BUILDING MAINT	51331	\$ 115.63	\$ -	\$ 115.63
070313	424	DAYCON	51743	\$ 1,177.40	\$ -	\$ 1,177.40
070313	425	DAYCON	51743	\$ 660.48	\$ -	\$ 660.48
070313	425	DAYCON	51751	\$ 1,010.58	\$ -	\$ 1,010.58
070314	PAYROLL	DIVERSIFIED COLLECTION		\$ -	\$ 154.83	\$ 154.83
070315	717	DONALD B. RICE TIRE CO.	51590	\$ 809.08	\$ -	\$ 809.08
070316	425	FIRE SAFETY EQUIP	51747	\$ 1,800.00	\$ -	\$ 1,800.00
070317	424	THE FLAGPOLE CO	51588	\$ 991.90	\$ -	\$ 991.90
070317	GRANT	THE FLAGPOLE CO	51588	\$ 2,000.00	\$ -	\$ 2,000.00
070318	GRANT	FLORIDA SARC	50009	\$ 4,000.00	\$ -	\$ 4,000.00
070319	415	GENERAL COUNTY FUND-J FE		\$ -	\$ 23,421.20	\$ 23,421.20
070320	406	GLOBAL SCIENCE & TECH	51404	\$ 250.00	\$ -	\$ 250.00
070321	712	HIGH PERFORMANCE CABLING	51707	\$ 25.98	\$ -	\$ 25.98
070322	PAYROLL	ING NATIONAL TRUST		\$ -	\$ 2,910.00	\$ 2,910.00
070323	425	JEFF CO PUBLIC SER DEPT		\$ -	\$ 188.50	\$ 188.50
070324	ALLOC	JEFFERSON COUNTY HISTORI		\$ -	\$ 1,760.92	\$ 1,760.92
070325	404	JEFFERSON PUBLISH CO INC	52109	\$ 54.00	\$ -	\$ 54.00
070325	406	JEFFERSON PUBLISH CO INC	51412	\$ 81.00	\$ -	\$ 81.00
070325	401	JEFFERSON PUBLISH CO INC		\$ -	\$ 67.50	\$ 67.50
070326	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 40.00	\$ 40.00
070326	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 4,843.00	\$ 4,843.00
070327	402	MR PRINT	51629	\$ 117.20	\$ -	\$ 117.20
070328	712	MORGAN AWARDS LLC	51706	\$ 18.00	\$ -	\$ 18.00
070329	PAYROLL	COMPTROLLER OF MARYLAND		\$ -	\$ 872.96	\$ 872.96
070330	711	BARBARA J. MILLER		\$ -	\$ 92.00	\$ 92.00
070331	PAYROLL	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 150.00	\$ 150.00
070332	PAYROLL	NATIONWIDE RETIREMENT		\$ -	\$ 749.00	\$ 749.00
070333	402	KAREN OLDEN		\$ -	\$ 138.00	\$ 138.00
070334	ALLOC	JEFF CO PARKS &		\$ -	\$ 18,489.68	\$ 18,489.68
070335	402	PIFER OFFICE SUPPLY, INC	51633	\$ 23.82	\$ -	\$ 23.82
070335	402	PIFER OFFICE SUPPLY, INC	51636	\$ 49.98	\$ -	\$ 49.98

070335	403	PIFER OFFICE SUPPLY, INC	51436	\$ 13.56	\$ -	\$ 13.56
070335	406	PIFER OFFICE SUPPLY, INC	51411	\$ 84.08	\$ -	\$ 84.08
070336	GRANT	EASTERN PANHANDLE REGION		\$ -	\$ 600.00	\$ 600.00
070337	425	RCS SECURITY	51745	\$ 487.50	\$ -	\$ 487.50
070338	GRANT	RCS SECURITY		\$ -	\$ 1,275.00	\$ 1,275.00
070339	403	RECORD MANAGEMENT SOLUTN	49887	\$ 30.00	\$ -	\$ 30.00
070340	PAYROLL	RETIREE HLTH BENEFIT TRS		\$ -	\$ 6,668.00	\$ 6,668.00
070341	401	RICOH USA, INC./GA		\$ -	\$ 252.73	\$ 252.73
070341	403	RICOH USA, INC./GA		\$ -	\$ 287.58	\$ 287.58
070341	404	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
070341	405	RICOH USA, INC./GA		\$ -	\$ 423.90	\$ 423.90
070341	406	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
070341	425	RICOH USA, INC./GA		\$ -	\$ 48.10	\$ 48.10
070341	433	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
070341	440	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
070341	700	RICOH USA, INC./GA		\$ -	\$ 295.90	\$ 295.90
070341	712	RICOH USA, INC./GA		\$ -	\$ 267.08	\$ 267.08
070342	401	SOFTWARE SYSTEMS, INC		\$ -	\$ 2,517.00	\$ 2,517.00
070342	402	SOFTWARE SYSTEMS, INC		\$ -	\$ 88.00	\$ 88.00
070342	403	SOFTWARE SYSTEMS, INC		\$ -	\$ 1,889.64	\$ 1,889.64
070342	404	SOFTWARE SYSTEMS, INC		\$ -	\$ 973.09	\$ 973.09
070342	405	SOFTWARE SYSTEMS, INC		\$ -	\$ 518.50	\$ 518.50
070342	406	SOFTWARE SYSTEMS, INC		\$ -	\$ 70.00	\$ 70.00
070343	405	STAPLES CREDIT PLAN	51640	\$ 420.94	\$ -	\$ 420.94
070344	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 10,419.90	\$ 10,419.90
070344	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 44,553.36	\$ 44,553.36
070344	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 32.28	\$ 32.28
070344	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 138.02	\$ 138.02
070344	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 162.10	\$ 162.10
070344	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 43,086.28	\$ 43,086.28
070345	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 31,790.68	\$ 31,790.68
070345	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 122.87	\$ 122.87
070346	401	STAPLES CREDIT PLAN		\$ -	\$ 284.45	\$ 284.45
070346	406	STAPLES CREDIT PLAN		\$ -	\$ 27.22	\$ 27.22
070346	412	STAPLES CREDIT PLAN		\$ -	\$ 1,087.96	\$ 1,087.96
070346	700	STAPLES CREDIT PLAN		\$ -	\$ 25.97	\$ 25.97
070346	712	STAPLES CREDIT PLAN		\$ -	\$ 314.74	\$ 314.74
070347	PAYROLL	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 10,884.90	\$ 10,884.90
070347	PAYROLL	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 16,647.57	\$ 16,647.57
070348	711	SOFTWARE COMPUTER GROUP	50010	\$ 150.00	\$ -	\$ 150.00
070349	717	THOMASSEN FORD MERCURY	51750	\$ 1,578.53	\$ -	\$ 1,578.53

070351	401	UNITED BANKCARD CENTER		\$ -	\$ 133.66	\$ 133.66
070351	405	UNITED BANKCARD CENTER		\$ -	\$ 306.91	\$ 306.91
070351	405	UNITED BANKCARD CENTER		\$ -	\$ 735.00	\$ 735.00
070351	405	UNITED BANKCARD CENTER		\$ -	\$ 245.00	\$ 245.00
070351	412	UNITED BANKCARD CENTER		\$ -	\$ 444.97	\$ 444.97
070351	415	UNITED BANKCARD CENTER		\$ -	\$ 74.72	\$ 74.72
070351	424	UNITED BANKCARD CENTER		\$ -	\$ 23,560.81	\$ 23,560.81
070351	424	UNITED BANKCARD CENTER		\$ -	\$ 98.76	\$ 98.76
070351	424	UNITED BANKCARD CENTER		\$ -	\$ 1.50	\$ 1.50
070351	424	UNITED BANKCARD CENTER		\$ -	\$ 484.53	\$ 484.53
070351	424	UNITED BANKCARD CENTER		\$ -	\$ 25.67	\$ 25.67
070351	424	UNITED BANKCARD CENTER		\$ -	\$ 46.75	\$ 46.75
070351	424	UNITED BANKCARD CENTER		\$ -	\$ 87.00	\$ 87.00
070351	424	UNITED BANKCARD CENTER		\$ -	\$ 433.01	\$ 433.01
070351	425	UNITED BANKCARD CENTER		\$ -	\$ 232.58	\$ 232.58
070351	425	UNITED BANKCARD CENTER		\$ -	\$ 20.00	\$ 20.00
070351	428	UNITED BANKCARD CENTER		\$ -	\$ 44.00	\$ 44.00
070351	433	UNITED BANKCARD CENTER		\$ -	\$ 34.35	\$ 34.35
070351	433	UNITED BANKCARD CENTER		\$ -	\$ 49.95	\$ 49.95
070351	433	UNITED BANKCARD CENTER		\$ -	\$ 67.49	\$ 67.49
070351	439	UNITED BANKCARD CENTER		\$ -	\$ 49.98	\$ 49.98
070351	439	UNITED BANKCARD CENTER		\$ -	\$ 145.60	\$ 145.60
070351	440	UNITED BANKCARD CENTER		\$ -	\$ 178.00	\$ 178.00
070351	440	UNITED BANKCARD CENTER		\$ -	\$ 145.60	\$ 145.60
070351	440	UNITED BANKCARD CENTER		\$ -	\$ 320.00	\$ 320.00
070351	440	UNITED BANKCARD CENTER		\$ -	\$ 99.00	\$ 99.00
070351	440	UNITED BANKCARD CENTER		\$ -	\$ 673.12	\$ 673.12
070351	700	UNITED BANKCARD CENTER		\$ -	\$ 548.12	\$ 548.12
070351	700	UNITED BANKCARD CENTER		\$ -	\$ 88.00	\$ 88.00
070351	700	UNITED BANKCARD CENTER		\$ -	\$ 72.93	\$ 72.93
070351	700	UNITED BANKCARD CENTER		\$ -	\$ 139.50	\$ 139.50
070351	700	UNITED BANKCARD CENTER		\$ -	\$ 65.84	\$ 65.84
070351	711	UNITED BANKCARD CENTER		\$ -	\$ 387.00	\$ 387.00
070351	711	UNITED BANKCARD CENTER		\$ -	\$ 49.95	\$ 49.95
070351	712	UNITED BANKCARD CENTER		\$ -	\$ 547.68	\$ 547.68
070351	712	UNITED BANKCARD CENTER		\$ -	\$ 3,909.47	\$ 3,909.47
070351	712	UNITED BANKCARD CENTER		\$ -	\$ 197.73	\$ 197.73
070351	716	UNITED BANKCARD CENTER		\$ -	\$ 23.50	\$ 23.50
070351	716	UNITED BANKCARD CENTER		\$ -	\$ 186.59	\$ 186.59
070351	717	UNITED BANKCARD CENTER		\$ -	\$ 22,011.52	\$ 22,011.52
070352	ALLOC	JEFFERSON CO CONVENTION		\$ -	\$ -	\$ -
070353	405	WEST PAYMENT CENTER	49635	\$ 1,095.46	\$ -	\$ 1,095.46

070353	405	WEST PAYMENT CENTER	51638	\$ 4,977.15	\$ -	\$ 4,977.15
070354	406	ASSOC OF WV ASSESSORS	51403	\$ 100.00	\$ -	\$ 100.00
070355	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 25,567.29	\$ 25,567.29
070355	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 82,382.85	\$ 82,382.85
070356	PAYROLL	WV CPRB/LOAN DIVISION		\$ -	\$ 166.50	\$ 166.50
070357	439	XEROX CORPORATION	49952	\$ 185.93	\$ -	\$ 185.93
070357	439	XEROX CORPORATION	50340	\$ 361.89	\$ -	\$ 361.89
						\$ 426,871.84
TOTAL				\$ 23,747.93	\$ 403,123.91	\$ 426,871.84
TOTAL						\$ 426,871.84

- **Motion by Mr. Manuel to approve the accounts payable for July 18, 2013 in the amount of \$426,871.84. Motion seconded and unanimously approved.**

PUBLIC COMMENT:

None

PRESENTATIONS:

1. Angie Banks, Assessor - Exonerations

NAME	DISTRICT	TYPE	TICKET NO.	AMOUNT
Mr. Floyd Wilt	Harpers Ferry District	Personal Property	308896	\$135.51

- **Motion by Ms. Widmyer to approve the Exoneration for Mr. Floyd Wilt as presented by the Assessor. Motion seconded and unanimously approved.**

NAME	DISTRICT	TYPE	TICKET NO.	AMOUNT
Patricia & Lynn Elspas	Harpers Ferry District	Personal Property	307298	\$142.52

- **Motion by Ms. Tabb to approve the Exoneration for Patricia & Lynn Elspas as presented by the Assessor. Motion seconded and unanimously approved.**

NAME	DISTRICT	TYPE	TICKET NO.	AMOUNT
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Mark D. & Tracy L. Danzey	Harpers Ferry District	Personal Property	315118	\$25.70
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- **Motion by Ms. Tabb to approve the Exoneration for Mark D. & Tracy L. Danzey as presented by the Assessor. Motion seconded and unanimously approved.**
2. Debbie Keyser, County Administrator on behalf of Joe Yates, resident. Mr. Yates is requesting to use the Jefferson County Courthouse for the play, "The Anvil" for a donation for the Bailiff's to time open, close and security of the building during the use of the Courthouse. Judge Saunders has approved the use of the Courthouse. Ms. Keyser informed the Commission; Sheriff Dougherty has donated his personal time to work, cutting the cost from \$444 to \$364. Mr. Yates has indicated as in the past, they will make a donation after the event if any profit is realized from the performance.
 - **Motion by Ms. Widmyer to designate \$364 to cover cost to the County for Courthouse security for the Anvil Play with the recognition there will be some level of reimbursement from the proceeds of the play. Motion seconded and unanimously approved.**
 3. Pete Dougherty, Jefferson County Sheriff, requested permission to hire an Animal Control Officer for a vacant position. Due to the hiring freeze initiated at the July 11, 2013 County Commission meeting, Sheriff Dougherty's request was denied. Sheriff Dougherty is requesting the Commission reconsider the decision. Sheriff Dougherty explained that there is one vacant position and an employee facing surgery which will require time away from work. Sheriff Dougherty believes the overtime costs for two (2) employees not present will be higher than hiring an employee. Sheriff Dougherty stated this employee would be hired at a Grade II – Step A.
 - **Motion by Mr. Pellish to approve the hiring of Animal Control Officer as presented by Sheriff Dougherty. Motion seconded and unanimously approved.**
 4. The Commission recessed for break at 10:25
The Commission reconvened from break at 11:00
 5. Lynn Fields, Deputy Probate Clerk

Petition to Probate a Will in Solemn Form (William C. Perry) – Ms. Fields requested permission from the Commission to add to the record of the estate of William C. Perry copies of the 1st and 2nd Codicil's. The Petitioners were unable to locate the originals.

 - **Motion by Ms. Tabb to accept copies of Codicil one (1) and two (2) of then Will of William C. Perry. Motion seconded and unanimously approved.**

Quarterly Probate Review – Ms. Fields requested to close Estates and approve newly and opened estates for probate as listed:

Regular Term

JULY 2013

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

At a Regular Term of the County Commission of said County and State, begun and held at the Old Charles Town Library thereof, on Thursday, July 18th, 2013 beginning at 11:05 a.m.

PRESENT: Dale Manuel, President

Lyn Widmyer, Patsy Noland

Jane Tabb, and Walt Pellish, Commissioners

~~A list of Wills Probated, Executors qualified, Guardians, Administrators,~~

~~&c. appointed since the last Regular Term of this Commission, to-wit: The April~~

~~2013 Term, thereof was this day presented to the Commission by the Clerk~~

~~thereof, examined by it, and ordered filed.~~

Estate of Jeanne Hancock Dodson, deceased, in Account with Mary Campise,
Executrix

Estate of Walter McKinley Jenkins, Sr., deceased, in Account with Dana S. Jenkins,
Adminitratrrix

Estate of Gladys Kienzlen, deceased, in Account with Chris Kienzlen, Executor

Estate of Marian A. Koster, deceased, in Account with Daniel I. Alquist,
Executor

Estate of Edgar Arnold McDowell, deceased, in Account with Roxanne Y.
McDowell, Executor

Estate of Howard J. Parrish, Sr., deceased, in Account with Ladoska A. Jones,

Executrix

Estate of Paul F. Propps, Jr, deceased, in Account with Victoria H. Propps, Executrix

Estate of Shirley Ann Wilt, deceased, in Account with Tiffany Dailey,
Executrix

The following Waivers of Final Settlement were this day examined by

the Commission and there being no exceptions thereto, and none appearing on

the face thereof, same are ordered approved and recorded as follows:

Estate of Edward Lacey Burns, IV, deceased, Waiver of Final Settlement,
Rosamond A. Rutledge-Burns, Executor

Estate of Thomas D. Cordis, deceased, Waiver of Final Settlement, Thomas M. Cordis,
Administrator

Estate of Wilbur Paul Chidester, deceased, Waiver of Final Settlement, Peggy P. Young,
Executrix

Estate of Barbara L. Calabrese, deceased, Waiver of Final Settlement. Kenneth
H. Sims, Executor

Estate of Edgar E. Hawkins, deceased, Waiver of Final Settlement, Joseph E.
Hawkins, Executor

Estate of Evelyn J. Johnson, deceased, Waiver of Final Settlement, Mary J.
Johnson, Administrator

Estate of Emory Allder Kable, deceased, Waiver of Final Settlement, Jennifer C. Kable
and Amy K. Fincham, Co-Executors

Estate of Peter Edward Ladnier, deceased, Waiver of Final Settlement, Charles
A. Ladnier, Administrator

Estate of Timothy Scott Long, deceased, Waiver of Final Settlement, April Dawn
Rickard, Administrator

Estate of Michael A. Lugaila, deceased, Waiver of Final Settlement, Barbara A.
Lugaila, Adminitratix

Estate of Virginia C. Nutzman, deceased, Waiver of Final Settlement, Robert L. Nutzman, Administrator

Estate of Linda Marie O'Brien, deceased, Waiver of Final Settlement, Kelly O'Brien Todd, Executrix

Estate of Josephine E. Ramsey, deceased, Waiver of Final Settlement, Donna M. Miller, Executrix

Estate of Elizabeth Shank Saum, deceased, Waiver of Final Settlement, Juliana E. Holland, Executrix

Estate of Glenda Eileen Shewbridge, deceased, Waiver of Final Settlement, Deborah K. Shewbridge, Executrix

Estate of Ella Louise Smith, deceased, Waiver of Final Settlement, Nathaniel Peterson, Administrator dbn

Estate of Mabel M. Tessier, deceased, Waiver of Final Settlement, Michael H. Durst and Martin E. Durst, Co-Executors

Estate of Geraldine E. Zaccardi, deceased, Waiver of Final Settlement, Robert W. Zaccardi and Barbara L. Zaccardi, Co-Executors

Accountings and Waivers of Final Settlement submitted from the Fiduciary

Commissioners: June K. Jovanelly, S. Andrew Arnold, Frank D. Hill, III and

David A. Dejarnett.

Estate of James Franklin Ainsworth, Jr., deceased, in Third Accounting, Patricia J. Longerbeam, Executrix

Estate of Loretta I. Green, deceased, Waiver of Final Settlement, Vilma H. Hancock, Executrix

Estate of Walter Nathaniel Harris, deceased, Waiver of Final Settlement, Anthony W. Gales, Executor

Estate of Jack Vincent Shiflett, deceased, First and Final Accounting, William R. Shiflett, Administrator cta

COUNTY ADMINISTRATOR REPORT

Ms. Keyser informed the Commission a P Card audit has been conducted resulting in a few procedural changes on the recommendation of the auditor. They are as follows:

1. A Commissioner will now sign off on the P Card invoices.
2. Staff will be required to give more of an explanation for purchases.
3. Staff will be required to produce itemized receipts.
4. A new procurement log has been designed to reflect the above changes.

Ms. Keyser stated she has amended the P Card policy and requested the consensus of the Commission to approve the amendments this week as P Card training is next week. It was the consensus of the Commission to approve the amendments to the P Card Policy with the policy coming before the Commission at the August 1, 2013 Commission meeting for the consensus to be ratified.

Ms. Keyser passed out a diagram of the IT server room. The AS400 has been moved and is working well. IT is moving forward and making progress.

Ms. Keyser reminded the Commission of the "Meet Your Commissioner" at Morgan's Grove on August 25, 2013.

Ms. Keyser stated the August 1, 2013 Commission meeting will provide more detailed budget information to the Commission.

COUNTY COMMISSIONERS REPORTS

Jane Tabb:

- Attended a Farmland Protection Easement Committee Meeting.

Walt Pellish:

- Attended the Development Authority Board Meeting.
- Appeared on the John Case Radio show.

Lyn Widmyer:

- Attended the League of Women Voters forum regarding Mental Health issues in the County.

Dale Manuel:

- Attended the League of Women Voters forum regarding Mental Health issues in the County.
- Attended the Water Advisory Committee meeting.
- Demonstration on the Content Management
- Attended the Jefferson County Emergency Services Agency meeting.
- Attended the Jefferson Center meeting.
- Attended a Council on Aging meeting.

- Attended the Jefferson County Parks & Recreation meeting.
- The Commission meeting was adjourned at 11:50 a.m. on a motion by Ms. Tabb. Motion was seconded and unanimously approved.

DALE MANUEL, PRESIDENT

Respectively submitted
Cynthia C. Schott
Administrative Assistant

Minutes
Jefferson County Commission
Thursday, July 18, 2013

A joint meeting of the Jefferson County Commission and the Envision Jefferson 2035 Steering Committee was held on Thursday, July 18, 2013 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414 at 7 p.m. (An audio tape of the July 18, 2013 meeting is available through the Jefferson County Commission Office.)

COMMISSIONERS and STAFF PRESENT:

Dale Manuel President
Walter Pellish, Vice President
Jane Tabb, Commissioner
Lyn Widmyer, Commissioner
Jennifer Brockman, Director of Planning and Zoning
Seth Rivard, County Planner
Christopher Whittaker, Comprehensive Plan Planner
JT Redmon, Office/Project Manager
Cynthia Schott, Administrative Assistant
Judy Rodgers, Envision Jefferson 2035 Facilitator

Comprehensive Plan Steering Committee Members- Envision 2035:

Bill McLeod
Kathy Knight
Daniel Hayes
Wade Louthan
Mark Dyck
Pete Dougherty
Ellen May
Warren Mickey
Peter Fricke
Janis Schlitz

In re: Joint Meeting of Jefferson County Commission and Envision Jefferson 2035, Comprehensive Plan Steering Committee

Commissioner Manuel opened the session at 7:00 p.m.

Ms. Brockman began the session with an overview of the timeline to date for the Comprehensive Plan including the upcoming public input meetings scheduled for July. Ms. Brockman stated Envision Jefferson 2035 will have a booth at the County Fair to educate the public about the Comprehensive Plan answering questions and listening to input from the public.

Mr. Seth Rivard provided an overview of the Draft Goals, Objectives and Vision Statement using a power point describing the growth area recommendations of the 2004 Comprehensive Plan. The 2035 Envision Jefferson Steering Committee, Goals and Vision Statement were drafted after reviewing public input and gathering information from the Lunch & Learn Series and other existing plans.

The Commissioners shared their thoughts on the Goals, Objectives and Vision Statement presented and made their recommendations.

Members of the Steering Committee shared their perceptions of the process to this point. It was recommended by one member of the Steering Committee to turn the writing of the Comprehensive Plan over to the Planning staff at this point. Ms. Brockman stated according to State Code, a Comprehensive Plan is a citizen based document and the public should be represented throughout the development of the document. Ms. Brockman believes the wide variety of community members on the Steering Committee represents the community. Ms. Brockman stated she would resist having staff make land-use map decisions, as that affects citizens the most.

Both the Commissioners and the Steering Committee members felt this meeting was very beneficial and expressed a desire to continue to meet together during the Comprehensive Plan process.

DALE MANUEL, COMMISSION PRESIDENT

PURCHASE ORDERS TO BE APPROVED

August 1, 2013

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
ANIMAL CONTROL	50368	\$ 494.00	Valley Pet Cemetery	Carcass Disposal
	51503	\$ 568.85	The Journal	Advertising - Job
CENTRAL GARAGE	51777	\$ 126.44	Fleet Pride	Oil Filters
	51778	\$ 274.64	Martins Machine	Engine Work
	51781	\$ 1,135.59	Donald B. Rice	Tires
	51783	\$ 124.09	Miller's Chrysler-Jeep	Solenoid & Panel
CIRCUIT CLERK	51435	\$ 519.84	Vital Signs Plus	Material/Supplies
	51441	\$ 872.26	Walz Group, LLC	Certified Mailers
	51442	\$ 1,094.30	Coast To Coast Computer Prod.	Printers
	51444	\$ 175.00	WV Association of Circuit Clerks	Annual Conference
COMMUNICATION	51702	\$ 1,560.00	Computer Projects of II, Inc .	Annual Messenger License Manin.
COUNTY CLERK	71789	10401.68	Election Systems Software	Firmware usage/maintenance
COURTHOUSE	51776	\$ 717.34	Winchester Equipment Company	Repair Ford Tractor
	51780	\$ 247.10	Grainger	Smoking Stations
	51784	\$ 595.00	MicroMain	Subscription Renewal
EXTENSION OFFICE	50012	\$ 948.48	WPS	Computer Ink
OTHER BULIDINGS	51772	\$ 256.79	RCS Security	Comp Strike
	51773	\$ 855.00	Alliance Electric	Maintenance Sheriff Dept.
	51774	\$ 325.00	A.F. McCormick Engineer	Site Visit - amend report

	51785	\$ 380.00	City of Charles Town	Alarm Calls
	51779	\$ 520.00	Dodsons Septic Tank	Septic Pumped
PROSECUTOR'S OFFICE	51641	\$ 850.00	Harry A. Milman, PH.D.	Expert Witness
	51643	\$ 462.00	Marcia Chandler RPR	Transcription
Sheriff - LAW	51498	\$ 127.60	Thomassen Ford	Vehicle Equipment
	51499	\$ 645.00	Sig Sauer, Inc.	Uniforms/Accessories
	51500	\$ 255.80	Patterson Veterinary	Professional Services
	51501	\$ 100.00	Auto Service Inc.	Auto Supply
	51502	\$ 800.00	No Rules Lettering	Vehicle Equipment
	51504	\$ 300.00	ROCIC	Dues
	51505	\$ 4,364.55	Galls	Uniforms/Accessories/Vehicle Eq.
	51506	\$ 1,600.00	West Virginia Sheriff Assoc	Dues
	51508	\$ 1,672.10	Galls	Uniforms/Accessories
GRAND TOTAL		\$ 33,368.45		

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: The Honorable Tiffany Lawrence, West Virginia House of Delegates

Department or Organization: _____

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 1st, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **3 Community Participation Program grants to award. As you know, the county is the fiscal agent for most, so I like to make the presentations at the meetings.**

**Ranson Police Department
Jefferson County Homeland Security
Black History Preservation Society**

Please provide the County Commission with a description of your request or presentation, including any background information: **Presentation of 3 Community Participation Program grants to award**

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

Are documents attachments? Yes No
If not, explain:

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: Angie Banks, Assesor

Department or Entity: Assessor's Office

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject: **Exonerations**

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

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

Attachments:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Marie Galazzi

Department or Entity: Partnership for Affordable Housing

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject:

Requesting Permission to use the Library Meeting Room the 3rd Saturday of every month

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

The Partnership for Affordable Housing, a non-profit housing organization is requesting the use of the Library Meeting room the 3rd Saturday of every month to hold a home buyer education class. This class is open to the public.

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

Attachments:

Phone: 304-725-6189



238 W. Washington Street
Charles Town, WV 25414
Telephone: 304.725.6189
Email: info@pahwv.org
Web: www.PAHwv.org

Jefferson County Commission

Partnership for Affordable Housing would like to request the use of the County Commission Meeting Room on the 3rd Saturday of every month from 8:30 am to 4:30 pm for our Homebuyer Education Class.

***If is possible, would I be able to present our request as early in the schedule as possible?

Thank you,

Marie Galazzi, Executive Director

**COUNTY COMMISSION MEETING ROOM
REQUEST FORM**

Date Requested: STARTING 8/17/2013 TO 3RD SATURDAY OF EACH MONTH
Meeting Time: 8:30 AM to 4:30 PM
Organization Name: PARTNERSHIP FOR AFFORDABLE HOUSING
Purpose of Meeting: Homebuyer EDUCATION CLASS
Is Audio/Visual equipment needed? NO

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

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

- Has previously used the library
- Is a not-for-profit organization
- Can provide a certificate of insurance
- Indemnification Form provided in lieu of certificate of insurance

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

Person Making Request: (printed): MARIE GALAZZI, EXECUTIVE DIRECTOR

Signature of Person Making Request: Marie Galazzi Date: 7/15/2013

Contact Person: _____

(If other than the representative signing above)

Representative's Address: 238 W. WASHINGTON ST.

CHARLES TOWN WV, 25414

Telephone: 304 725-6189 Fax: 304 725-6194

E-mail: haffordable@frontiernet.net

COUNTY COMMISSION MEETING ROOM

INDEMNIFICATION FORM

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

Person Making Request: (printed): MARIE GALAZZI, EXECUTIVE DIRECTOR

Signature of Person Making Request: Marie Galazzi Date: 7/15/2013

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

Representative's Address: 238 W. WASHINGTON ST.

CHARLES TOWN WV 25414

Telephone: 304 725-6189 Fax: 304 725-6194

E-mail: haffordable@frontiernet.net

Partnership for Affordable Housing, Inc.

238 West Washington Street

Charles Town, West Virginia 25414

Contact: Marie Galazzi, Executive Director

304 725-6189 info@PAHwv.org

www.PAHwv.org

Homebuyer Assistance Program

The Homebuyer Assistance Program assists with down payment and closing cost loans for income eligible first time homebuyers in Jefferson County. HAP loans, determined by need, are interest-free and forgiven over the term of the loan. Lender pre-qualification is required.

Homebuyer Education Class

Open to the public interested in learning about the home buying process, PAH sponsors the class on the 3rd Saturday of every month. The class satisfies the requirement for HAP loans and some USDA direct and guaranteed, FHA, and WVHD Bond programs. A small fee is charged to cover the cost of materials. Pre-registration is required. Classes for 3 or more at other dates and times and in Spanish can be arranged by special request.

Budget and Credit Counseling

PAH offers *free* one-on-one homebuyer credit counseling by appointment. Participants work on budgeting, prioritizing expenses, improving credit, creating short and long term financial planning, managing personal finances, goal setting and eliminating debt. Participant is responsible for the tri-merge credit report fee.

Our Mission is to ensure access to safe and affordable housing through advocacy, education and the development of housing resources.



Programs and Services



Partnership for Affordable Housing



Our Mission

*is to ensure access
to safe and affordable housing
through advocacy, education,
and the development of housing resources*



238 West Washington Street
Charles Town, WV 25414

Phone: 304-725-6189

haffordable@frontier.com
www.PAHwv.org



*Equal opportunity employer/program
Auxiliary aids and services are available
upon request to individuals with disabilities*

For more information,
or to sign up for a class,
contact

Partnership for Affordable Housing

304-725-6189

haffordable@frontier.com



Rental Assistance Program

Partnership for Affordable Housing
in partnership with
**Jefferson County
Community Ministries**
and the
**Jefferson County
Homeless Coalition**

Income qualified individuals or families could receive a loan or grant for new security deposits for rental housing.

**For more information contact:
Jefferson County Community Ministries
304-725-3186**



Homebuyer Assistance Program

Down payment and closing cost loans for income eligible first time homebuyers in Jefferson County

HAP loans, determined by need, are interest-free and forgiven over the term of the loan.

Applications and guidelines available at
www.PAHww.org



Homebuyer Education Class

Clases para compradores de vivienda disponible en Español.

PAH sponsors a Homebuyer Education Class on the 3rd Saturday of every month.

Homebuyer Education is a requirement for the **Homebuyer Assistance Program** and for some USDA direct, USDA guaranteed, FHA, and WVHD Bond programs.

The class is also available to members of the general public who are interested in learning about the home buying process.

Topics covered:

- ▲ Are you ready to buy a home?
- ▲ Managing your money
- ▲ Understanding credit
- ▲ Obtaining a mortgage loan
- ▲ Shopping for a home
- ▲ Protecting your investment

Nuestra misión es
*“Garantizar el acceso a una vivienda
segura y asequible a través de defensa,
educación y el desarrollo
de los recursos de vivienda”*

Para más información
o para inscribirse en una clase
comuníquese con
304-725-6189
haffordable@frontier.com



238 West Washington Street
Charles Town, WV 25414

Teléfono: 304-725-6189

haffordable@frontier.com
www.PAHwv.org

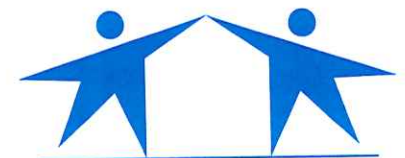


Oportunidades Equitativas de Vivienda

Programas y Servicios



**Partnership
for
Affordable
Housing**



Programa de Asistencia de Alquiler

Partnership for Affordable Housing

(Alianza de Vivienda Accesible)

En asociación con

Jefferson County Community Ministries

y

Jefferson County Homeless Coalition

Personas o familias con ingresos que califiquen podrían recibir un préstamo o una donación para los depósitos de seguridad para viviendas de alquiler.

Para más información comuníquese con Jefferson County Community Ministries

304-725-3186



Programa de Asistencia para Compradores de Vivienda

Préstamos para pago inicial y gastos de cierre para compradores de vivienda por primera vez que sean elegibles en el Condado de Jefferson

Préstamos HAP son determinados basados en la necesidad, son sin intereses y perdonados por el plazo del préstamo

Solicitudes y requisitos de elegibilidad disponibles en www.PAHwv.org



Clases para Compradores de Vivienda

Clases para compradores de vivienda disponible en Español.

PAH patrocina una clase de Educación para Compradores de Vivienda el 3er sábado de cada mes. *Favor de llamar para coordinar Clases en Español.

La Clase para Compradores de Vivienda es un requisito para el **Programa de Asistencia Para Compradores de Vivienda** y para algunos préstamos hipotecarios directos y garantizados del USDA, FHA y WVHDF Bond.

La clase también esta disponible para el público en general interesado en conocer el proceso de compra antes de comprar un hogar.

Temas a discutir:

- ▲ ¿Está listo para comprar una casa?
- ▲ Cómo administrar su dinero
- ▲ Entendiendo el Crédito
- ▲ Cómo obtener un préstamo hipotecario
- ▲ Buscando casa
- ▲ Cómo proteger su inversión

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name Annette Gavin, Director

Department or Entity: Jefferson County Convention and Visitor's Bureau

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject: **Update on Return on Investment from the County Commission to the Jefferson County Convention and Visitor's Bureau.**

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

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

Attachments:

AGENDA REQUEST FORM

Name: David Hammer, Esq.

Department or Entity: Attorney for Charles Town Horsemen Benevolent Protective Agency (HBPA)

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

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject: Update on legislative activities of the Charles Town HBPA

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? **NO**

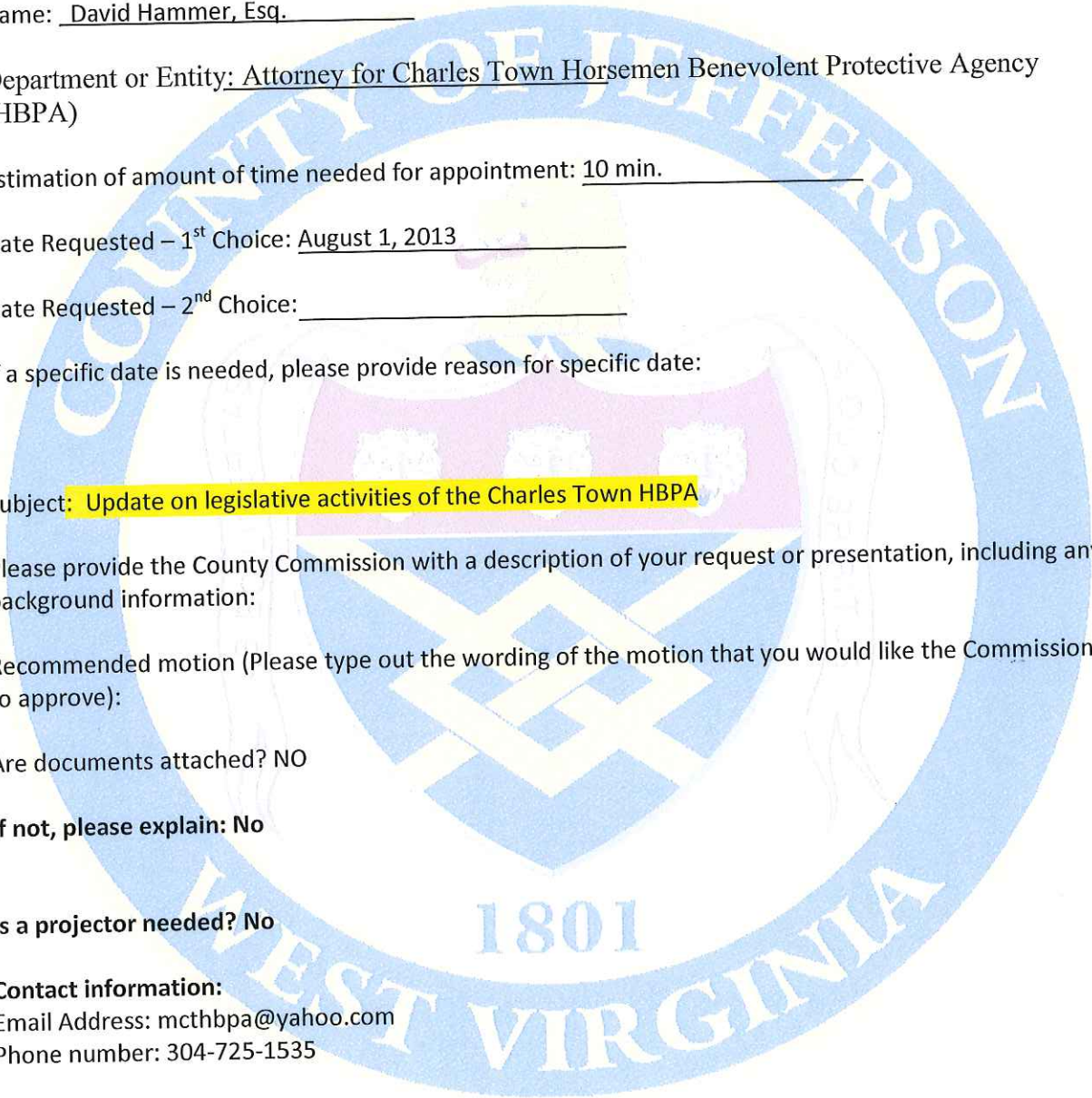
If not, please explain: **No**

Is a projector needed? **No**

Contact information:

Email Address: mcthbpa@yahoo.com

Phone number: 304-725-1535



Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: DANIEL Lutz
Department or Entity: SELF PEAGAN'S Mill
Estimation of amount of time needed for appointment: 15 min
Date Requested – 1st Choice: Nearest available
Date Requested – 2nd Choice: _____

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

Subject:

Peagan's Mill

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

Follow up unsigned memo from Roger Goodwin

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

Request how to act upon such memo.

Attachments:

To: Jefferson County Commission

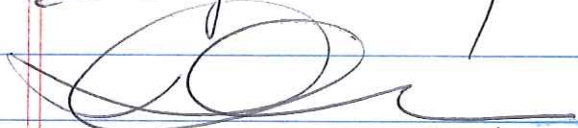
From: DANIEL P. Lutz
175 WHEATLAND RD

CHARLES TOWN WV 25714

Date: 15 July 2013

Subject: Request inclusion on next available agenda

A request inclusion on the next available agenda to discuss the latest information concerning the lack of progress concerning the Ferguson Mill.


DANIEL P. Lutz

AGENDA REQUEST FORM

Name: Bill Polk

Department or Entity: Director of Maintenance

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

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject: Update on Courthouse

Please provide the County Commission with a description of your request or presentation, including any background information: Update on Courthouse as requested by Commissioner Widmyer

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

Are documents attached? NO

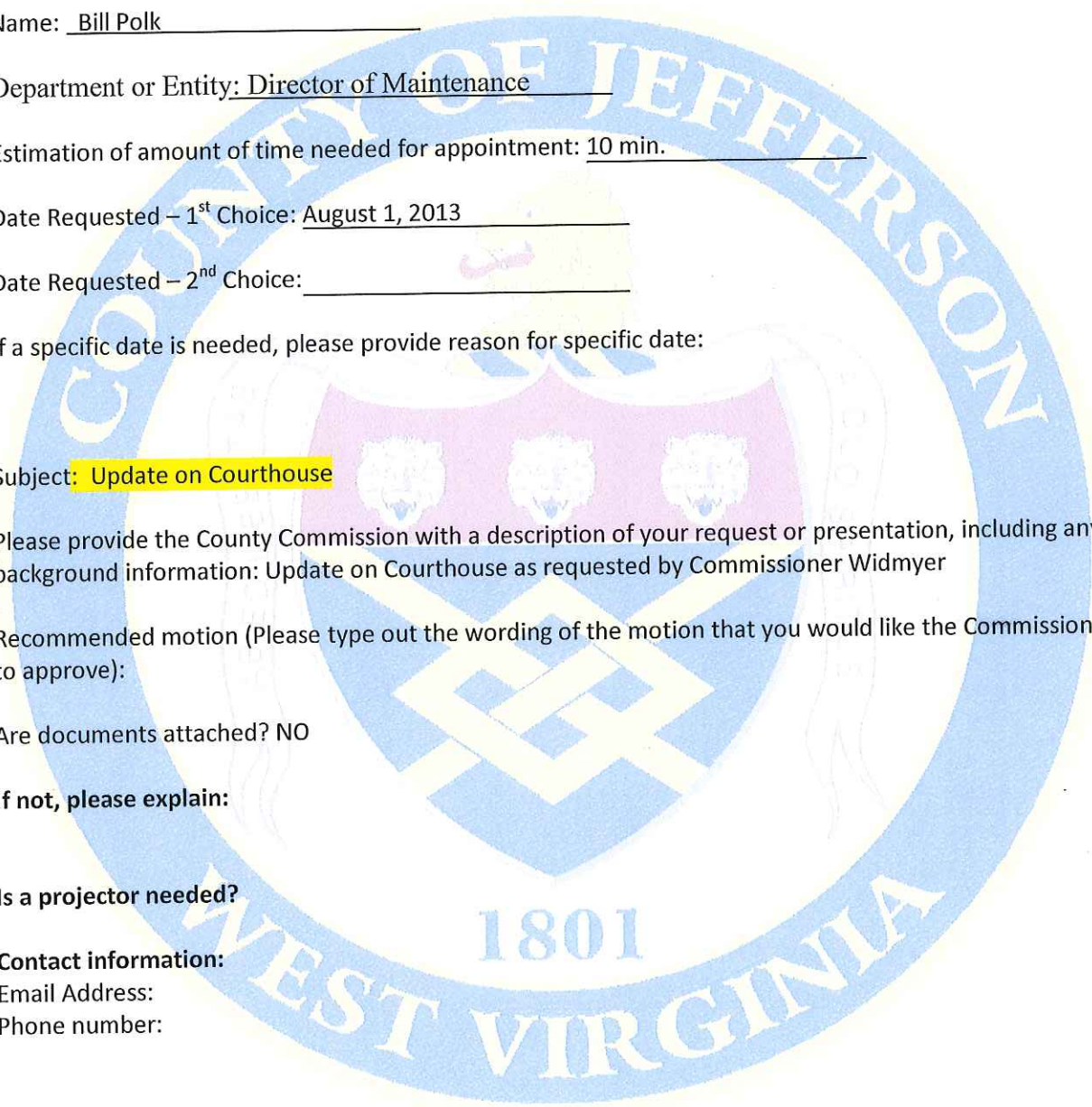
If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:



AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **General County Budget Revision #1 and Resolutions**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve State Budget Revision #1 General County Fund and Resolution and to authorize the President of the Commission to affix his signature to the appropriate documents

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

Budget Summary

General County Fund State Level Budget Revision #1

This budget revision requests a correction to line item #808 - Solid Waste Authority. This budget adjustment is to correct the amount that was suppose to be budgeted in that line item. The correction removes the \$36,750 from line item #801 - Mental Health and will place it in the Solid Waste Authority line item where it is suppose to be.

REQUEST FOR REVISION TO APPROVED BUDGET

CONTROL NUMBER

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

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

2014
 FY **1**
 FUND **1**
 REV. NO. **1**
 PG. OF NO.

Jefferson County Commission
 GOVERNMENT ENTITY

Person To Contact Regarding
 Budget Revision: **Sandy McDonald**
 Phone: **304-728-3284**
 Fax: **304-725-7916**

P.O. Box 250
 STREET OR PO BOX
 CITY ZIP CODE

COUNTY
 Government Type

REVENUES: (net each acct.)

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

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

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

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
801	Mental Health	36,750		36,750	
808	Solid Waste Authority		36,750		36,750
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

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

AUTHORIZED SIGNATURE
 OF ENTITY

08-Aug-13
 APPROVAL
 DATE

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 1st day of August, 2013, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #1 to the General County Fund, a copy of which is entered as part of this record.

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

Dale Manuel	_____
Jane Tabb	_____
Patsy Noland	_____
Walter Pellish	_____
Lyn Widmyer	_____

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

Dale Manuel, President
Jefferson County Commission

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: August 1, 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: **FY14 Internal Budget Revision - #1 – 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 #1 – Central Garage

Are documents attachments? Yes Yes

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 # 1

717-Central Garage

Narrative:

As per finance department was budgeted in 03-341 - should be budgeted in 03-343 : supplies for Central Garage should be 03-343 Auto/Parts - 03-341 supplies and materials normally required for the day to day operation of the department involved

Budget Line No.	Account Name	Approved Budget	Requested Additions	Requested Reduction	Revised Budget
717-03-343	Central Garage Auto Parts	0	60,000		60,000
717-03-341	Central Garage Mat/supplies	60,000		60,000	0
					0
					0
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					0
Totals		60,000	60,000	60,000	60,000

IBR Prepared by: _____

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

Reviewed by: *Sandy S McDonald* Date: *7/26/13*
 Sandy Slusher McDonald, Deputy County Administrator

Date Submitted to County Commission: _____
 Date Approved: _____

Authorizing Signature: _____

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-717-01-103-000-GG-000 Salary/Wages	43409.09	3339.16	3339.16		40069.93	7.69
001-717-01-104-000-GG-000 Central Garage FICA	3069.59	204.68	204.68		2864.91	6.66
001-717-01-104-001-GG-000 Central Garage Medicare	687.43	47.86	47.86		639.57	6.96
001-717-01-105-000-GG-000 Central Garage Group Ins		810.44	810.44		-810.44	
001-717-01-106-000-GG-000 Retirement, Central Garg	6511.89	484.18	484.18		6027.71	7.43
001-717-01-108-001-GG-000 Overtime, Central Garage	1500.00				1500.00	
001-717-01-109-001-GG-000 Extra Help, Central Garg	2500.00				2500.00	
001-717-02-214-000-GG-000 CENTRAL GARAGE TRAVEL	500.00				500.00	
001-717-02-216-000-GG-000 CENTRAL GARAGE MAINT/RPRS	1500.00				1500.00	
001-717-02-217-000-GG-000 CNTRL GARAGE MNT/RPR AUTO	8000.00	1765.12	1765.12		6234.88	22.06
001-717-02-219-000-GG-000 CNTRL GRG BLDG/EQUIP RNTL	500.00				500.00	
001-717-02-220-000-GG-000 CNTRL GARAGE AD/LEGAL PUB	250.00				250.00	
001-717-02-221-000-GG-000 CNTRL GRG TRAIN & EDUC	1500.00				1500.00	
001-717-02-222-000-GG-000 CNTRL GARAGE DUES/SUBCRPT	250.00				250.00	
001-717-02-223-000-GG-000 CENTRAL GARAGE PROF SRVCS	1800.00	345.00	345.00		1455.00	19.16
001-717-03-341-000-GG-000 CNTRL GRG MATERIALS & SUP	60000.00	809.08	809.08		59190.92	1.34
001-717-03-342-000-GG-000 CNTRL GRG RECORD BOOKS	500.00				500.00	
001-717-03-343-000-GG-000 CNTRL GARAGE AUTO PART/MT		556.51	556.51		-556.51	
001-717-03-343-001-GG-000 CENTRAL GARAGE FUEL ONLY	225000.00	19010.62	19010.62		205989.38	8.44
TOTALS FOR DEPT 717	357478.00	27372.65	27372.65		330105.35	7.65

Budget Rev.

any supplies for the garage should come auto f 343-

341 office supplies

ACCOUNT NUMBER/DESCRIPTION		POST	JRNL.	TRANS	REF.	VENDOR	CHECK					
--TRANSACTION--	DATE		NO.	DATE	NUMBER	NUMBER	NUMBER	TRANSACTION	DESCRIPTION	DEBIT	CREDIT	BALANCE
TOTAL CENTRAL GARAGE PROF SRVCS									** ACCOUNT TOTALS	345.00	.00	
									*** ENDING BALANCE			345.00
001-717-03-341-000-GG-000	CNTRL GRG MATERIALS & SUP								* BEGINNING BALANCE			.00
VR 708165	-001 07/2013 05670	06/19/2013	708165	13129	070315	705707/707172/TIRES			DONALD B. RICE TIRE CO.	809.08		
TOTAL VOUCHERS PAYABLE										809.08	.00	
TOTAL CNTRL GRG MATERIALS & SUP									** ACCOUNT TOTALS	809.08	.00	
									*** ENDING BALANCE			809.08
001-717-03-343-000-GG-000	CNTRL GARAGE AUTO PART/MT								* BEGINNING BALANCE			.00
VR AZ06/13	-001 07/2013 05676	07/01/2013	AZ06/13A	10090	070361	MNTHLY BLLNG/673589			AUTOZONE	98.93		
VR 128678	-001 07/2013 05676	07/10/2013	128678	29002	070384	TAIL LIGHT LAMP ASSEMBLY			THOMASSEN FORD MERCURY	52.26		
VR 709820	-001 07/2013 05676	06/25/2013	709820	13129	070368	TIRES			DONALD B. RICE TIRE CO.	405.32		
TOTAL VOUCHERS PAYABLE										556.51	.00	
TOTAL CNTRL GARAGE AUTO PART/MT									** ACCOUNT TOTALS	556.51	.00	
									*** ENDING BALANCE			556.51
001-717-03-343-001-GG-000	CENTRAL GARAGE FUEL ONLY								* BEGINNING BALANCE			.00
VR GTT07/13	-001 07/2013 05676	07/21/2013	GTT07/13	16074	070370	MNTHLY BLLNG/91658			GUTTMAN OIL CO	19010.62		
TOTAL VOUCHERS PAYABLE										19010.62	.00	
TOTAL CENTRAL GARAGE FUEL ONLY									** ACCOUNT TOTALS	19010.62	.00	
									*** ENDING BALANCE			19010.62
TOTAL LEDGER BEGINNING BALANCE									* BEGINNING BALANCE			.00
TOTAL PERIOD TRANSACTIONS & ENDING BALANCE										27372.65	.00	27372.65

JV
 001-717-03-343-000-GG-000
 001-717-03-341-000-GG-000

- 341 Departmental Supplies & Materials**
Supplies and materials normally and routinely required for the day to day operation of the department involved.
- 342 Record Books**
- 343 Automobile Supplies**
Gasoline, oil and tires
- 344 Food & Drugs – Feeding Prisoners**
Cost associated with maintaining prisoners in jail
- 345 Uniforms**
Cost of uniforms for sheriff's department
- 346 Purchases for Resale**
Includes soft drinks, food, and snacks where concession stands are maintained. Golf and other supplies in recreation department.
- 347 Purchases for Inventory**
Purchases to replenish inventory and maintain stock quantities at normal level.
- 348 Charges by Other Funds**
Payments to other funds of the same governmental entity for goods received or services rendered. Use separate numbers for each fund involved. Includes gun permits for bailiff.
- 349 Charges by Other Governmental Entities**
Payments to other governmental units for goods received or services rendered. Use separate numbers for each entity involved.
- 350 Computer Indexing**
Charges by private vendor

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: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **Internal Budget Revision #2**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revision #2 – Group Health Insurance budget adjustments**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #2

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: August 1, 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 Contract and Resolution – Community Participation Grant Program for the Jefferson County Animal Welfare Society in the amount of \$20,000 – Discussion/Action**

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

Grant Resolution and contract for the Governor's Community Participation Grant in the amount of \$20,000 for the Jefferson County Animal Welfare Society to renovate – Pass Through Grant

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Community Participation Grant Program Resolution for the Jefferson County Animal Welfare Society in the amount of \$20,000 and to authorize the President of the Commission to affix his signature to the appropriate documents

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on August 1st, 2013 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Animal Welfare Society to renovate the Jefferson County Animal Welfare Society facility with funds made available through the Governor's Community Participation Grant program in the amount of \$20,000.

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

Signed: _____
COUNTY CLERK

09LEDA0820N

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 09LEDA0820N

THIS AGREEMENT, entered into this 1st day of July, 2008, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to renovate the Jefferson County Animal Welfare Society facility. The project will include construction of a Newborns Room and an Isolation Room.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2008, and such duties shall be undertaken and completed by June 30, 2014.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$20,000. This amount constitutes complete compensation for all services rendered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
Dale Manuel, President

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 09LEDA0820N

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: August 1, 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 Contract and Resolution – Community Participation Grant Program for the Jefferson County Homeland Security to purchase equipment in the amount of \$3,000 – Discussion/Action**

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

Grant Resolution and contract for the Governor's Community Participation Grant in the amount of \$3,000 for the Jefferson County Homeland Security to purchase equipment – Pass Through Grant

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Community Participation Grant Program Resolution for the Jefferson County Homeland Security in the amount of \$3,000 and to authorize the President of the Commission to affix his signature to the appropriate documents

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on August 1st, 2013 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Homeland Security to purchase equipment with funds made available through the Governor's Community Participation Grant program in the amount of \$3,000.

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

Signed: _____
COUNTY CLERK

13LEDA0435

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 13LEDA0435

THIS AGREEMENT, entered into this 1st day of July, 2012, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

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

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2012, and such duties shall be undertaken and completed by June 30, 2014.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$3,000. This amount constitutes complete compensation for all services rendered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
Dale Manuel, President

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 13LEDA0435

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: August 1, 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 Contract and Resolution – Community Participation Grant Program for the Jefferson County Black History Preservation Society – Webb/Blessing House in the amount of \$3,000 – Discussion/Action**

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

Grant Resolution and contract for the Governor's Community Participation Grant in the amount of \$3,000 for the Jefferson County Black History Preservation Society – Webb/Blessing House – Pass Through Grant

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Community Participation Grant Program Resolution for the Jefferson County Black History Preservation Society – Webb/Blessing House in the amount of \$3,000 and to authorize the President of the Commission to affix his signature to the appropriate documents

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

RESOLUTION

The County Commission of Jefferson County, met on August 1st, 2013 with a quorum present and passed the following Resolution:

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

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

Signed: _____
COUNTY CLERK

GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 13LEDA0434

THIS AGREEMENT, entered into this 1st day of July, 2012, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

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

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2012, and such duties shall be undertaken and completed by June 30, 2014.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$3,000. This amount constitutes complete compensation for all services rendered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF WEST VIRGINIA
WEST VIRGINIA DEVELOPMENT OFFICE

J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
Dale Manuel, President

Federal Employee Identification Number

55-6000333

F.E.I.N.

Project Number: 13LEDA0434

AGENDA REQUEST FORM

Name: Jane Tabb

Department or Entity: Commissioner

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject: **IT RFP Status**

Please provide the County Commission with a description of your request or presentation, including any background information: Requesting an update on where the Commission is in moving forward with IT

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

Are documents attached? Yes

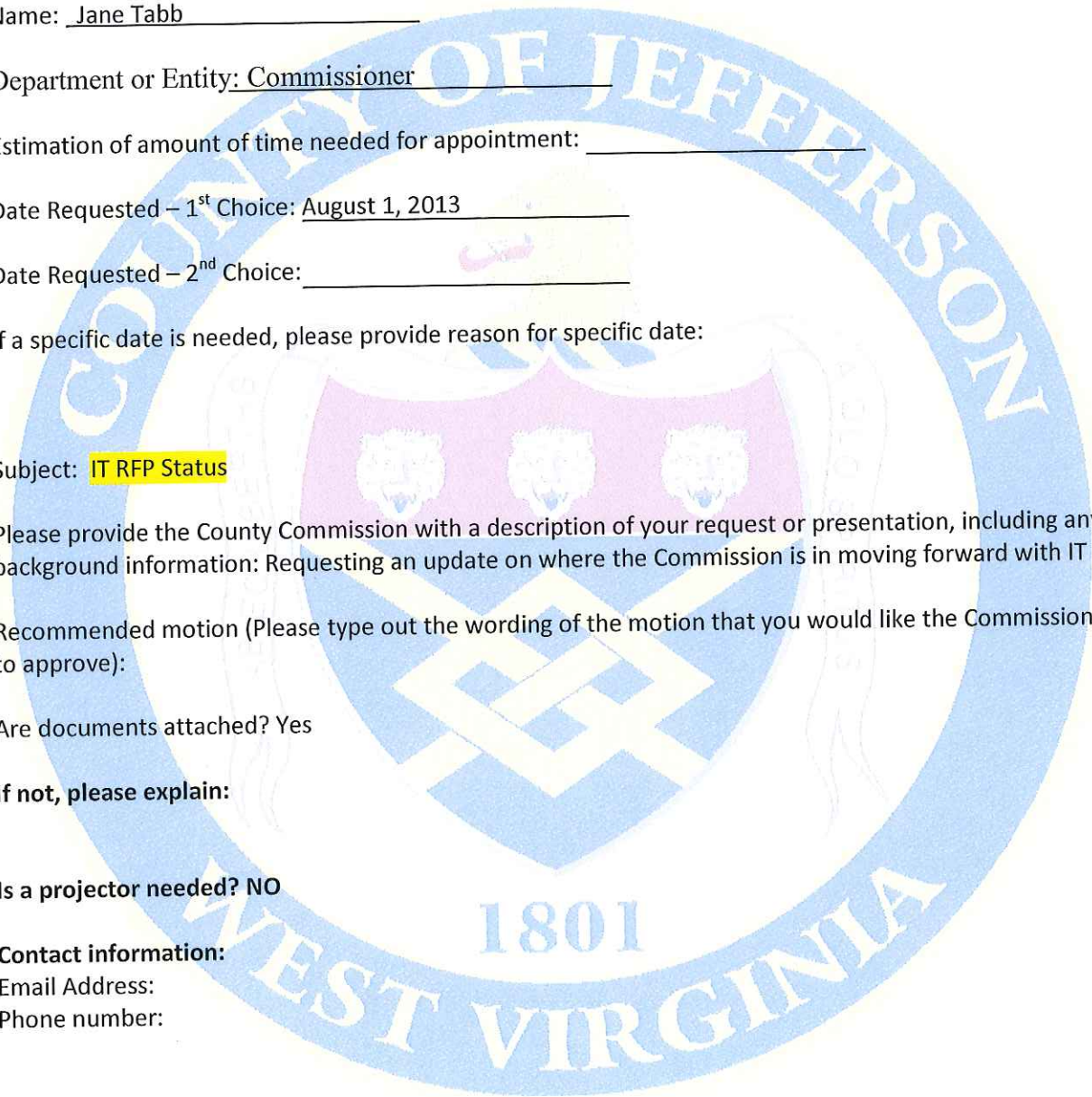
If not, please explain:

Is a projector needed? NO

Contact information:

Email Address:

Phone number:



AGENDA REQUEST FORM

Name: Jane Tabb

Department or Entity: Commissioner

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

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

Subject: County Commission Capital Outlay Proposed Project List

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

Prioritize and approve where appropriate Capital Outlay expenditures by Department for current budget year.

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

Are documents attached? Yes

- 1 – Proposed Capital Project List already provided to Commissioners
- 2 – Current budget information including revenue projections (*Executive session may be needed for space needs discussion*)

If not, please explain:

Is a projector needed? NO

Contact information:

Email Address:

Phone number:

Capital Project Evaluation and Cost Sheet Packet

Project Name: _____

Planning:

This packet is intended to provide a basic format for the initial steps that need to be taken to plan and evaluate a potential Capital Project and provide information related to the cost and benefit of the proposed Capital Project.

Various Considerations:

Each Consideration list (4) brief topics to be considered in the Evaluation. If you need to change a topic to better fit the Evaluation of your proposed project, feel free to make changes.

Cost Sheet:

Each project submitted for consideration must have a Cost Sheet Attached. Please try make the cost estimates as accurate as possible.

Narrative:

The narrative should explain the various consideration you want the commission to make in their evaluation of the project. The narrative should also address the cost and benefits of the project if approved.

Capital Project Narrative

Project Name: _____

Benefits of this projects:

Cost verses Benefit of this Project:

**Project Cost Sheet
Jefferson County, West Virginia**

Project Name:

Note: Use only this page all cost can be presented on one page. Otherwise use the tabs at the bottom of the page to access a full page to list Planning Cost, In house labor cost, Contract Labor Cost, and Hardware and Material Cost. The cost from those pages will carry forward to this page. This worksheet has a total of (5) pages for listing various cost.

Planning Cost:

	Activity:	Hourly rate	Hours req	Cost
1				
2				
3				
4				
5				
6				
Total from Planning Cost Page:				0

In house labor cost:

	Position	Hourly rate	Hours req	Cost
1				
2				
3				
4				
5				
6				
Total from In House Labor Page:				0

Contract Labor Cost:

	Company Name:			Cost
1				
2				
3				
4				
5				
6				
Total from Contract Labor Page:				0

Hardware & Materials Cost:

	Item description:	Item cost	Items Req'd	Cost
1				
2				
3				
4				
5				
6				
Total from Contract Labor Page:				0

Total Project Cost			\$	0
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Capital Projects Evaluation Sheet

Project Name:

This worksheet list various considerations to be made in the process of approving expenditures from the Capital Outlay Fund. Any part of a consideration used to rate the capital project request submitted will be assigned a point value between (0) and (5) for rating the value of the project. The total value of the various consideration rated will be a consideration in the approval of all Capital Projects. Rating should be supported by the attached narrative. This form is formatted in Excel Software, if you need to change the wording in any cell of a Consideration to make a better point about your propose project, please free to change this form.

Consideration #1: Cost Reduction of Current Operations:

The cost of this project would be recovered in cost savings in (2) years?	The cost of this project would be recovered in cost savings in (3) years?	The cost of this project would be recovered in cost savings in (4) years?	The cost of this project would be recovered in cost savings in (5) years?		
Rating by submitter					
					Total
					0
Rating by Commission					
					Total
					0

Consideration #2: Needed replacement for a current capital asset:

Asset has been in service for (3) years, served it's useful life, and needs replaced.	Asset has been in service for (4) years, served it's useful life, and needs replaced.	Asset has been in service for (5) years, served it's useful life, and needs replaced.	Asset has been in service more than (5) years, served it's useful life, and needs replaced.		
Rating by submitter					
					Total
					0
Rating by Commission					
					Total
					0

Consideration #3: New technology to better serve the public.

This project would provide better access to county records for the public through computer technology.	This project would allow for quicker service to the public through computer technology.	This project would provide for a larger data base of information for public access.	This project is would reduce the time required to access and evaluate data.		
Rating by submitter					
					Total
					0
Rating by Commission					
					Total
					0

Project Name:

Consideration #4: Capital Improvement Project-Office Space:

Additional office space is needed due to additional Staff requirements.	Changes are needed in current office space to provide for more service contact points with the public.	Changes are needed in current office space to provide better traffic flow for the public "in" and "out" of the office service area.	Volume of work handled by the department has increased to the point additional space is needed.		
Rating by submitter					Total
					0
Rating by Commission					Total
					0

Consideration #5: Additional Office Space needed due to county growth:

Additional office space in needed to relocate Complete departments	Consolidated departments in one location would provide better service to the public.	Some reduction in operation cost could be realized in a consolidated office complex.	Smaller office building could be sold to cover part of the cost of a larger office complex.		
Rating by submitter					Total
					0
Rating by Commission					Total
					0

Consideration #6: New Capital Asset needed due to county growth. Equipment:

Additional equipment is needed to service additional buildings and real property	Additional equipment will allow department to provide quicker service to our customers.	Assets needed at two locations.	Increase departmental activity requires the addition of an additional asset.		
Rating by submitter					Total
					0
Rating by Commission					Total
					0

AGENDA REQUEST FORM

Name: Patsy Noland

Department or Entity: Commissioner

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

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date:
Timing is important due to the critical state of our county finances

Subject: **Discuss contracting the position of the Chief Financial Officer for the Jefferson County Commission. Executive Session required to discuss contract negotiations.**

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

Due to the difficulty in attracting a Chief Financial Officer I propose that the position be contracted. My proposal requires discussion in Executive Session.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I move that the County Commission enter into contract negotiations with _____ for the position of Chief Financial Officer for the Jefferson County Commisison.

Are documents attached? No

If not, please explain:

Is a projector needed? NO

Contact information:

Email Address:

Phone number:

Jefferson County Interoffice Memo

To: Employees with PCards
From: Sandy McDonald
Date: July 18, 2013
Subject: PCard Policy and Procedures

Attached is a revised PCard policy and procedure as a result of our recent state PCard audit. Here are the changes:

The Log Sheet has been revised to:

- Requires a Commission to sign off on all Log Sheets when reviewed.
- The explanation area has been enlarged for further expanded documentation for the items/expenses incurred. It will be critical for you to complete the reason for the purchase.

Reminders:

- If you are purchasing an item in the state of West Virginia you should provide our tax exempt ID number so that we don't have to pay state sales tax. This is a savings to the County.
- It is required for the Department Head/Elected Official to ALWAYS sign the Log Sheet for their employees. Supervisor signatures indicate they have ensured all proper documentation is included, and concur it was a valid purchase/expense.
- The receipts MUST be itemized. The receipt must clearly show the item or expense on the receipt, not just the credit slip total. For example, if you purchase 5 items from Staples, you must use the receipt which shows each item purchased, not just the credit slip which shows the total amount paid. This will also be required for food purchases at restaurants.

From this point forward, it is our intent to be much more critical of our PCard processes to ensure compliance with the policy.

If you have questions, they should be addressed with your PCard Coordinator, Cindy Schott.

Thanks!

Sandy

Jefferson County, West Virginia

Purchasing Card Procedures

~~December, 2010~~

July 22, 2013

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WEST VIRGINIA LOCAL GOVERNMENT
PURCHASING CARDHOLDER AGREEMENT

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

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

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

14. I understand and agree that I will immediately notify my Program Coordinator and/or United Bank of any disputed items appearing on my monthly bill. I further understand that telephoning will not preserve my rights and that I must follow up in writing to United Bank within ~~sixty (60)~~ *thirty (30)* days of the date of posting or may lose my rights to dispute the item(s).

15. I agree that, should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse my Local Government Entity for all charges improperly authorized by me to the purchasing card and all costs incurred by the Local Government Entity and United Bank related to the collection of such charges. *I agree I will complete a Log Sheet providing an explanation for the reason for the error. I also understand I may be subject to termination for violating this or other provision of this agreement.*

16. I agree I will complete all supporting documentation as needed: a PCard Log providing a full explanation of the purchase; a copy of the receipt which details the purchase (not just the credit card slip), and I will provide any documentation or questions as asked by the PCard Coordinator.

*Cardholder Signature: _____ Date: _____

Cardholder Name (please print):

Local Entity Name: Jefferson County Commission

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

(Issued by WVSAO)

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

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

1.0 Purpose

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

2.0 Applicability

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

3.0 References

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

4.0 Attachments

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

4.1 Sample -- "Request for P-Card"

4.2 Sample -- "Authorization for P-Card Use"

4.3 Sample -- "P-Card Destruction Notice"

4.4 Sample -- "Procurement Log"

4.5 Sample -- "Statement of Questioned Item"

4.6 Sample -- "Lost or Stolen Card Notification"

4.7 Sample -- "Purchasing Card Maintenance Request"

4.8 Sample -- "Local Government Program Coordinator Set Up and Maintenance Form"

4.9 Sample -- "Card Setup Form"

4.10 Sample -- "WV Local Government Purchasing Cardholder Agreement"

4.11 Sample -- "Local Government card Maintenance Form"

4.12 Sample -- "Disputed Transaction Form"

4.13 Sample -- "Cardholder Agreement"

5.0 General

5.1 Abbreviations

P-Card -- Purchasing Card Program of Jefferson County

5.2 Definitions

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

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

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

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

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

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

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

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

5.3 Responsibilities

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

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Responsible for reviewing all individual Log Sheets submitted to the County and ensuring all PCard guidelines and regulations are followed.

Periodically review all charges and accounts.

Submit/process all PCard holder limits/terminations/issuance/changes. Document accordingly.

Ensure all appropriate employees attend PCard annual training.

Arrange PCard training through the state’s PCard office personnel.

Ensure you attend annual PCard training.

Ensure each employee has signed a PCard Enrollment form and the original is in your office.

Report any abnormalities/suspicious activities to the County Administrator.

Liaison for employee questions.

5.3.2 Cardholder – All personnel issued purchasing cards under this procedure shall be responsible for the purchasing card and its use in accordance with the *policy and* procedures, *including annual training*.

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5.3.3-*County Commissioner - As appointed by the Commission, a Commissioner is responsible for reviewing and signing off on each employee's PCard Log Sheet before reimbursement to the PCard bank is made. The purpose is to ensure the PCard Coordinator and staff is following protocols.*

Report any abnormalities/suspicious activities to the County Administrator.

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5.3.4 Accounts Payable -

Ensure attendance to annual PCard training.

Process PCard payments in a timely and efficient manner.

Compare PCard master bill to individual bills and ensure each charge is accounted for. Notify the PCard Administrator and County Administrator when there is anything of a suspicious nature, when someone uses the card for a personal reason, or when you are asked to withhold payment by an employee or manager.

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5.3.5 *Deputy Administrator – Administratively responsible for the PCard Coordinator.*

6.0 Procedure

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

6.2 Receiving a Purchasing Card

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

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

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

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

6.3 Authorized Purchasing Card Use

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

6.3.2 Use of the Purchasing card shall be limited to the following conditions: The total value of a transaction shall not exceed a Cardholder's single purchase limit. Payment for a purchase WILL NOT be split into multiple transactions to stay within the single transaction limit. Cardholders are responsible for staying within their budget. If a budget line is exceeded and funds are not available for a budget revision, the cardholder could be personally liable for the purchase. Any purchase over \$250.00 must be pre-approved by the County Administrator.

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

6.4 Unauthorized Purchasing card use

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

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

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

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

6.5 Making a Purchase

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

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

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

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

1. Confirm that the vendor agrees to charge the purchasing card.
2. Advise the in-state-vendor that Jefferson County is tax exempt and must not pay sales tax. Out-of state vendors may charge sale taxes.
3. Direct the vendor to include the following information on the shipping label and packing list:

- Cardholder's name
- Complete delivery address
- The words "Purchasing card Purchase"
- The vendor's order number

4. Give the vendor your purchasing card number.

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

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

6.6 Cardholder Record Keeping

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

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

- Vendor – Record the vendor's name.
- Comments – add miscellaneous information pertaining to the purchase under this heading. Comments" may include under/over shipment of quantity, goods were damaged, purpose of purchase, errors to be resolved.
- Receipt date/received by – is important to record

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

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

6.7. Review and Payment of Monthly Statement

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

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

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

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

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

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

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

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

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

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

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

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

6.8 Monthly Account Summaries

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

6.9 Reports

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

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

6.10 Accounting Transaction Recording

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

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

6.11 Card Security

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

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

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

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

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

6.11.3 A new card shall be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost shall be cut in half and given to the

Department Head. The Department Head and Cardholder shall sign the "Card Destruction Notice" form (Attachment E) and forward to the Program Coordinator who will notify the Bank.

6.12 Cardholder Transfer/Separation

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

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

Department Head. The Department Head and Cardholder shall sign the "Card Destruction Notice" form (Attachment E) and forward to the Program Coordinator who will notify the Bank.

6.12 Cardholder Transfer/Separation

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

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

JEFFERSON COUNTY PURCHASING CARD PROGRAM
REQUEST FOR P-CARD

A P-Card is requested for the following employee:

Name: _____

Title: _____

Department: _____

Telephone Number: _____

Restricted Purchases:

Monthly Credit Limit: requested \$ _____

Single Transaction Limit \$ _____

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

Number of transactions per billing cycle _____

Department Head: _____ Date: _____
(Signature)

JEFFERSON COUNTY PURCHASING CARD PROGRAM

CARD DESTRUCTION NOTICE

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

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

Cardholder Name (signed): _____

Cardholder Name (printed): _____

Department Head Signature: _____

Date: _____

JEFFERSON COUNTY PURCHASING CARD PROGRAM

STATEMENT OF DISPUTED ITEM(S)

Cardholder Name: _____ Phone Number: _____

Vendor Name: _____

Transaction Amount: _____ Transaction Date: _____

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

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

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

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

___ I do not recognize the above transaction.

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

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

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

(Please enclose a copy of your shipping receipt).

Signature: _____ Date: _____

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

Attachment - C

JEFFERSON COUNTY PURCHASING CARD PROGRAM
LOST/STOLEN CARD NOTIFICATION

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

Cardholder Name: _____

Account Number: _____

Date Called Into Bank: _____

Approved By: _____

For Jefferson County

Date: _____

Cardholder/Authorized Signer's Name: _____

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

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

JEFFERSON COUNTY PURCHASING CARD PROGRAM
RETURN MERCHANDISE FORM

Return to (Vendor): _____

From (Cardholder): _____

Account Number: _____

Sales Order Number: _____

Date of Transaction: _____

Amount of Transaction: _____

Description of Merchandise: _____

Reason for return:

Wrong item received

Damaged

Duplicate Order

Defective

Did not like product

Other

Detail _____

Cardholder Signature: _____

Date: _____ Phone: _____

Attachment – E

**JEFFERSON COUNTY PURCHASING CARD
PROCUREMENT LOG**

CARDHOLDER NAME: _____

DEPARTMENT: _____

Transaction Date	Vendor	Item Description	Quantity	Total Amount	Date Received	*Account to be charged	*Explanation/Notes – Reason for purchase

*Include documentation if per diem is issued for travel or other charges are made and not included on this statement

*Include documentation if it is related to the explanation/notes section of this form

*Include related documents to explain reason for purchase (*ex. Agenda or registration form*)

*Receipts must have a list of all items purchased (*WV Code §12-3-18*)

*Account to be charged is required

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment and I have attached the required documents.

Date:
Purchasing Cardholder

Date:
Reviewed by: County Commissioner

Date:
Department Head/Elected Official/Supervisor

Date:
PCard Coordinator

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

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: August 1, 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 Planning Commission for one-unexpired term ending March 31, 2014.**

Please provide the County Commission with a description of your request or presentation, including any background information: **The following citizen request appointment to the Jefferson County Planning Commission for one-unexpired term ending March 31, 2014:**

**Mr. William McLeod
Mr. Howard Feldstein
Mr. Matthew Knott**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to appoint _____ to one-unexpired term to the Jefferson County Planning Commission ending March 31, 2014.**

Attachments: YES

JEFFERSON COUNTY DEVELOPMNET AUTHORITY | 2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
Daniel Hayes	3/31/2014	
JP Phillips	3/31/2014	
Paul Taylor	3/31/2014	
Stephen Stolipher	3/31/2015	
Clifford (Gene) Taylor	3/31/2015	
Darlene Truman	3/31/2016	
Gary Phalen	3/31/2016	
Wade Louthan	3/31/2016	
Walt Pellish	Commission Representative	

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>
William W. McLeod		LEFT MESSAGE
Howard Feldstein	No – Away	
Matthew Knott	No – Away	

The Jefferson County Commission proposes to name person(s) to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, August 1, 2013, or as soon thereafter as the Commission may decide:

Jefferson County Planning Commission -one unexpired term ending March 31, 2014

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:

July 10th & 17th

THANKS - JEFFERSON COUNTY COMMISSION

WILLIAM W. MCLEOD

62 VANDERVEER LANE • SHEPHERDSTOWN, WV 25443 • wm.mcleod@ymail.com (240) 678 – 9033

Jefferson County Commissioners
100 E Washington St
Charles Town, West Virginia 25414

March 14, 2013
VIA EMAIL

Dear Respective Jefferson County Commissioners:

I am writing to you to express my interests in serving in one of the announced three Planning Commission vacancies that the Commissioners have the desire to fill.

I have expressed previously a similar interest in serving on the Planning Commission last March and August of 2012. At those times I was encourage by your Commission to reapply when there were several appointments available. This is the current status of the Planning Commission.

I believed then, as I do now that my professional background, a balanced approach towards regional planning considers agriculture, owner property rights, business incubation, and economic development to be a of value to both this Commission, but also to the residents of Jefferson County.

I am an even stronger candidate since my last bid to be appointed to the Planning Commission. I have sharpened my existing skill set by undertaking additional coursework in Geographic Information Systems (GIS), Sustainable Construction, and participated in Facilitating and Grant Writing training programs. Such facilitation skills were used effectively in recent Envision Jefferson 2035 Community workshops.

Likewise, I have used such planning, listening, and consensus building tools to be an active member of the Envision Jefferson 2035 Steering Committee, believing I serve as a valuable resource and ambassador to the future of Jefferson County.

By being appointed to serve on the Planning Commission I would compliment the existing Commission. I would work towards strengthening the viability, visibility, and desirability of Jefferson County. I plan accomplish this through marketing Jefferson County, open community dialogs that involve listening to all residents' concerns and recommendation, but also partnering programs with agencies such as the Jefferson County Development Authority, Visitors Bureau, The Jefferson Chamber of Commerce, and the Farmland Protection Board. This will indeed support the critical desired balance approach that the Community seeks.

If such a choice is necessary to needed to be made between serving on the Planning Commission or the Envision Jefferson 2035 Steering Committee, I would like to be appointed to the Planning Commission. I believe this as my diverse talents, background as a generalist, past business and past Commission leadership would be better utilized and more effective.

Thank you for consideration.

Respectfully Yours,
William W. McLeod

WILLIAM W. MCLEOD

62 VANDERVEER LANE • SHEPHERDSTOWN, WV 25443 • wm.mcleod@ymail.com (240) 678 -- 9033

MARKETER • STRATEGIST • RESEARCHER • FACILITATOR • ADVOCATE • PLANNER

Accomplished and results oriented leader with over 20 years professional experience in nonprofit, for profit, and quasi - public sectors involving localized and regional planning, visioning, economic development, community programming.

CORE EXPERTISE

- Marketing/Promotion
- Research
- Business Development
- Public/Private Partnering
- Community Outreach
- Comprehensive Planning
- Event Planning
- Communications
- Design

Design Group of Kentlands – Shepherdstown, West Virginia
Owner/Principal

2005 – Present

Established as a consortium of like-minded design professionals collaborating in competitive, innovative, and site - specific landscape design/build solutions to a diverse clientele.

- Oversee daily management of the organization, including business development, marketing management, research, but also human resource and project management
- Provide leadership in strategizing, teamwork, mediation, and consensus building, research, and project facilitation in the fleshing out of design strategies, site plans, final design solutions, timelines, written proposals, presentations, and budgets.
- Design, draft and graphically communicate alternative solutions to specific client's challenges.
- Develop, partner, maintain, and expand, and communicate with both a broad client base, members of the landscape/horticulture industry, and elected officials
- Petition, seek and obtain permits, make presentations to respective Boards, and Commissions representing clients

Winchester Conservation Commission – Winchester, Massachusetts
Chairman

2002- 2005

- Provided leadership, strategic direction in environmental, strategic, and comprehensive planning, and stewardship of complex, politically sensitive community projects and issues
- Served as point of contact and liaison for Board inquiries, community relations, and development petitions
- Partnered, nurtured, and facilitated ongoing community partnerships with outside agencies
- Strategized and authored the development of the Town's comprehensive Open Space and Recreation Plan
- Developed, and presented periodic updates, marketing and outreach materials to diverse audiences
- Researched, developed, negotiated, and modified Best Management Practices (BMPs), land acquisitions, and project timelines

Costco Wholesale – Everett, Massachusetts
Marketing – Business Development

2003 – 2005

- Developed marketing niche strategies and wrote strategic business development plans
- Initiated, advanced, and maintained community outreach marketing activities
- Researched, surveyed and interpreted socio-economic demographics,

Pembroke and Spears – Seattle, Washington
Project Manager

1999 – 2002

- Developed surveys using marketing research, and facilitated focus groups in the launching of strategic business plans and marketing positioning strategies for Internet startups, businesses, membership organizations, and grassroots crusades
- Developed, and delivered organizational presentations at tradeshow, conferences, and special events
- Served in community relations, liaison, partnering capacities on behalf of clients to community, investors, and the media

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

1996 – 1999

- Cultivated, managed, and maintained diverse relationships, and partnerships comprised of high net worth individuals, business startups, and civic organizations
- Fostered and implemented open organizational communication channels amongst colleagues and clients
- Designed, and coordinated retreats and professional sales development programs
- Provided liaison, advocacy, leadership, and conflict resolution roles between financial institution and individuals, executive boards, and community based organizations

FORMAL EDUCATION:

Hagerstown Community College – Hagerstown, Maryland – Auto-CAD Coursework
Harvard Graduate School of Design – Cambridge, Massachusetts - Landscape Architecture - Certificate
Cleveland State University – Cleveland, Ohio – B.B.A. – Marketing and Finance
Edmonds Community College – Lynnwood, Washington – A.T.A. – Ornamental Horticulture and Landscape Design

TRAINING:

Microsoft Office (Access, Word, PowerPoint, and Excel)
Geographic Information System (Esri's - ArcGIS)
Computer Aided Design (AutoDesk – AutoCAD)
Prince System (Political Analysis)
Land Conservation (Massachusetts Association Conversation Commissions)
Leadership Development
Project facilitation
Charettes
Grant Research, Solicitation, Writing, and Partnering

**Howard Feldstein
171 Red Bird Lane
Harpers Ferry, WV 25425
(304) 725-2669**

July 10, 2013

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

Dear Commission Members:

I am very interested in serving on the Jefferson County Planning Commission and filling the vacant unexpired term ending on March 31, 2014.

I have resided in Jefferson County for the past seven years and during this time have become familiar with many of the development, economic and environmental issues facing the region.

Prior to moving to Jefferson County I lived in Massachusetts where for twelve years I served on the municipal Planning Board of the City of Haverhill (population 60,000). For six of those years I was the Board's vice-chair. During my time in New England I was also a member of the Merrimack Valley Planning Commission which coordinates planning, infrastructure and development issues between the fifteen cities and towns of Northeastern Massachusetts.

I am very familiar with the functions and the many challenges and opportunities faced by a planning entity.

I am currently employed by Arlington County, VA where I serve as director of the Arlington Employment Center, the county's One Stop Career Center. I also work closely with staff from Arlington Economic Development on joint workforce/economic development initiatives.

I believe that if selected to serve on the Planning Commission I would be able to make a valuable contribution.

I have enclosed a copy of my resume for your review. I look forward to hearing from you in order to further discuss this opportunity.

Sincerely,


Howard Feldstein

RECEIVED
JUL 15 2013
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

HOWARD J. FELDSTEIN
171 RED BIRD LANE
HARPERS FERRY, WV 25425
(304) 725-2669

RECEIVED
JUL 15 2013
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

PROFESSIONAL EXPERIENCE

Arlington Employment Center **DIRECTOR**

2006 - Present

Overall responsibility for the operation of the publicly funded One Stop Career Center serving Arlington County, with a professional staff of thirty-three and a yearly budget in excess of \$5 million per year.

Achievements include:

Oversee the placement of over 1,000 individuals yearly into employment.

Developed and implemented numerous innovative workforce development programs in concert with regional employers and providers of training.

Implemented organizational and functional efficiencies, providing increased levels of service to customers and a greater return on investment.

Tele Atlas North America **VENDOR PARTNER MANAGER**

2000 - 2005

Responsible for the research, development and maintaining of relationships with outside entities for a multi-national company involved in the design and creation of digital mapping and navigational applications.

Achievements include:

Created mutually rewarding relationships with data and product suppliers located in both the United States and Canada.

Maintained contractual relationships in excess of \$2 million.

Provided technical expertise to Sales and Product Development areas in the development of new business opportunities.

SECTIONAL MANAGER

Manage all field and data collection operations in the Eastern United States and Canada. Oversaw a professional staff of fifty-five employees.

Achievements include:

Developed and maintained a yearly operating budget of \$2.3 million.

Devised and implemented data collection specifications and methodologies, strategic plans, reporting and budgetary procedures, and mentored management staff in operational and personnel practices.

Consistently exceeded production goals and under spent budget by an annual average of twenty-three percent.

Represented the organization to customers and partners

Lower Merrimack Valley Regional Employment Board **ASSOCIATE DIRECTOR**

1992 - 2000

Direct management and oversight responsibility for all operational aspects of a quasi-public organization, with a staff of fifty-two and a budget in excess of \$5 million, which oversees the creation and implementation of workforce development strategies for the fifteen cities and towns of Northeastern Massachusetts.

Achievements include:

Selected by the National Alliance of Business as the best performing Workforce Board in the nation and by the U.S. Small Business Administration as "Small Business Advocate of the Year".

Devised and implemented reorganization of staff resulting in more effective allocation of resources, increased staff and vendor efficiency and better customer service.

Developed and managed a marketing strategy greatly enhancing name recognition and market penetration.

TRAINING CONSULTANT

1991 – 1992

Designed and delivered customized training programs for a variety of clients, including:

Programs in Quality Service, Supervisory Skills and Elements of Training for all staff at a major Boston hotel.

Programs in Communication Skills and Team Work for management staff at a key New England financial services company.

Programs in Quality Service and Customer Sensitivity at two major Boston teaching hospitals.

CITE/ARBOR of Boston

1988 – 1991

DIRECTOR

Full responsibility for the operation of an employment skills training agency, which trained 125 individuals yearly for occupations in the health care, financial services and hi-tech industries. Major accomplishments include:

Started-up agency and having it fully operational within one month of initial contract award.

Developed innovative vocational and workplace literacy curriculums.

Secured additional funding of \$87,000 from private and public sector sources.

EDUCATION

Cornell University

Courses in Management

George Mason University

Bachelor of Arts, Magna Cum Laude

VOLUNTEER ACTIVITIES

Volunteer, Harpers Ferry National Historical Park

2010-Present

City of Haverhill, MA Planning Board

1993-2005

Commissioner, Merrimack Valley Planning Commission

1994-2000

Board Member, Merrimack Valley Housing Board

1990-1993

Board Member, Haverhill, MA Historical Society

1990-1993

Jefferson County Commission
PO Box 250
Charles Town, WV 25414
Fax: 304-725-7916
RE: Jefferson County Planning Commission

To whom it may concern:

I understand that an appoint has become available, and I am interested in service on the Jefferson Planning Commission. I have a strong desire to ensure that there is a balanced approach to planning for the citizens of Jefferson County. I feel that I have a unique perspective on both development and preservation.

My qualifications include:

- living in Jefferson County for almost all of my life. I am married and have three children. My family and I live in Harpers Ferry, WV on the Shenandoah River.
- graduating from Jefferson High School in 1992 and Shepherd College in 1996 with a BS in Business Administration - Marketing Concentration, and a Minor in Recreation and Leisure Studies.
- previously serving a 3 year term on the Jefferson County Parks and Recreation Committee as the treasurer and budget committee chairperson for my entire service.
- owning approximately 100 acres in Jefferson County with almost 90 of those acres preserved in the West Virginia Managed Timber program.
- owning and operating River Riders, Inc, a licensed West Virginia Outfitter purchased in 1998 and based in Harpers Ferry. We offer rafting, canopy tour, kayaking, canoeing, biking, team building, summer camp, and tubing programs, employing 165 seasonal staff, 20 year round staff, and accommodated around 65,000 guests in 2012.
- raft guiding for 18 years on various rivers in West Virginia. I am also an American Canoe Association certified whitewater kayak and swiftwater rescue instructor and a Professional Rescuer CPR and First Aid Instructor.
- being an Emergency Medical Technician and assisting Jefferson County EMS with river rescues.
- Currently serving on the West Virginia Whitewater Commission for my second three term as the budget committee chairperson for the second time.
- Past coach of indoor soccer for Parks and Recreation and managing a t-ball team for Jefferson County Little League.
- Currently serving on the Jefferson County Convention and Visitors Bureau Board of Directors.

Thank you for your consideration.

Sincerely,

Matthew Knott
200 River Rock Run
Harpers Ferry, WV 25425
matt@riverriders.com
304 671 7199

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin, Chief County Engineer

Department or Entity: Engineering Department

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: (call me if need to pick another date so I can coordinate with my calendar)

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

Subject: The Town of Harpers Ferry's request for help in meeting the requirements of West Virginia State Code §15-5-20.a - Floodplain Manager Training.

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

Mayor Joe Anderson of the Town of Harpers Ferry approached the Jefferson County Engineering Department about the possibility aiding them with floodplain management in order that they can be in compliance with the requirements of West Virginia State Code §15-5-20.a - Floodplain Manager Training. The Memorandum of Understanding (MOU) outlines the reason for the request and the terms and conditions of the agreement to aid them on this issue, if the County Commission is inclined to do so.

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

- 1) **Move to deny the request; or**
- 2) **Move to approve the Memorandum of Understanding, effective August 1, 2013, and authorize the County Commission President to execute the agreement.**

Attachments: **Memorandum of Understanding**

**May 9, 2013 Letter to Mayor Anderson
(with State Code requirement §15-5-20.a Floodplain Manager Training)**

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@jeffersoncountywv.org

May 9, 2013

Corporation of Harpers Ferry
P.O. Box 217
Harpers Ferry, WV 25425

Attn: Mr. Joe Anderson, Mayor

Re: Harpers Ferry Floodplain Management

Dear Mayor Anderson:

This letter is in response to your request for Jefferson County to help the Town of Harpers Ferry with meeting the floodplain manager training requirement under West Virginia State Code, §15-5-20a, which states:

WEST VIRGINIA CODE

§15-5-20a. Floodplain manager training.

(a) Community participation in the National Flood Insurance Program is important to manage and mitigate the special flood hazard areas in West Virginia. Therefore, all state, county, municipality and local floodplain managers should be adequately trained in floodplain management.

(b) Commencing July 1, 2012, each floodplain manager in the state is required to complete six hours of training in floodplain management annually to maintain good standing with the West Virginia Division of Homeland Security.

(c) A governmental unit that has a floodplain manager who fails to obtain the required training shall suspend the floodplain manager from his or her floodplain management responsibilities until the training requirement is met.

(d) A governmental unit that has a floodplain manager who fails to obtain the required training shall transfer its floodplain management responsibilities and all associated fees to a governmental unit that has a floodplain manager in good standing.

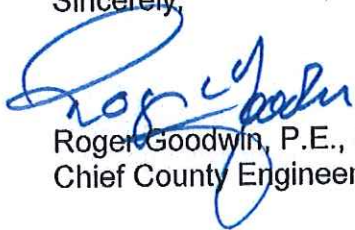
In order to do this, I am proposing that Jefferson County and the Town of Harpers Ferry execute the attached draft Memorandum of Understanding. Please review the Memorandum of Understanding and let me know any comments or concerns you may have. Once we are in agreement on the language I will submit it to the County Commission for their consideration.

I also sent the attached Memorandum of Understanding to Kevin Snead, State NFIP Coordinator, West Virginia Division of Homeland Security & Emergency Management, for his review and approval. I received an email from Mr. Snead on May 8th with his

approval of the document.

Please let me know if you wish to meet to discuss the Memorandum of Understanding.
You may contact me at 304-728-3257.

Sincerely,



Roger Goodwin, P.E., CFM
Chief County Engineer

C: Debbie Keyser, County Administrator
Mason Carter, CFM, Ordinance Compliance Officer

Memorandum of Understanding

AMONG

**the County Commission of Jefferson County and
the Municipal Corporation of Harpers Ferry, West Virginia**

REGARDING

**Cooperative Efforts for the Management of Development
in the Floodplain of the Corporation of Harpers Ferry.**

WHEREAS, the Corporation of Harpers Ferry has Federal Emergency Management Agency (FEMA) mapped floodplain within their corporate limits; and

WHEREAS, the Corporation of Harpers Ferry adopted a Floodplain Management Ordinance December 11, 2009, and participates in the FEMA National Flood Insurance Program; and

WHEREAS, the Corporation of Harpers Ferry is therefore required under West Virginia State Code §15-5-20a, Floodplain Manager Training, to have a floodplain manager complete six hours of training in floodplain management annually; or, transfer its floodplain management responsibilities and all associated fees to a governmental unit that has a floodplain manager in good standing; and

WHEREAS, the Corporation of Harpers Ferry does not have the technical staff or resources to effectively administer the Floodplain Management Ordinance and meet the continuing education and training requirements of West Virginia State Code §15-5-20a, Floodplain Manager Training; and

WHEREAS, Jefferson County has a Floodplain Management Ordinance, participates in the FEMA National Flood Insurance Program and has a floodplain manager who is in good standing and meets the requirements of West Virginia State Code §15-5-20a, Floodplain Manager Training; and

WHEREAS, the Corporation of Harpers Ferry's FEMA mapped floodplain is relatively small and encompasses approximately ten parcels; and

WHEREAS, the Corporation of Harpers Ferry requests that Jefferson County accept a transfer of oversight of the Corporation of Harpers Ferry's floodplain management responsibilities and associated fees to Jefferson County in order for the Corporation of Harpers

Ferry to comply with the requirements of West Virginia State Code §15-5-20a; and

WHEREAS, the Corporation of Harpers Ferry and Jefferson County, in order to set out the terms and conditions under which floodplain management oversight will be provided to the Corporation of Harpers Ferry, have entered into this Memorandum of Understanding.

NOW THEREFORE, the Jefferson County Commission and the Corporation of Harpers Ferry agree that:

1. **Term.** This agreement shall be for period of one year from the date of execution and shall be automatically renewed from year to year unless one party shall give the other party written notice of its intention to terminate the agreement at the end of the current term. This agreement may also be terminated immediately by either party upon receipt of written notification to either party, by the State of West Virginia National Flood Insurance Program Coordinator, that this agreement is deemed to not satisfy §15-5-20a of the West Virginia State Code.
2. **Services to be Provided.** Jefferson County's oversight of the Corporation of Harpers Ferry's floodplain management will consist of the following:
 - A. **Floodplain Delineations** - utilizing the FEMA Flood Insurance Rate Maps (FIRM) maps, determine if a parcel is located (partially or fully) within the FEMA mapped floodplain, and therefore development/construction is required to comply the requirements of the Corporation of Harpers Ferry's floodplain management ordinance. Provide the applicant with the delineation determination.
 - B. **Base Flood Elevation Determinations** - utilizing information provided on the FEMA Flood Insurance Rate Maps (FIRM) and/or stream studies of record, determine the elevation of the Base Flood (1% chance of occurring in a given year) at a certain point on the river. This elevation is utilized for meeting freeboard requirements, completing Elevation Certificates, and for submitting Letters of Map Amendment (LOMA). Provide the applicant the base flood elevation determination.
 - C. **Elevation Certificates** - review the pre and post construction Elevation Certificates to determine if the structure/dwelling meets the freeboard and/or flood venting requirements of the floodplain management ordinance. Provide the applicant with the determination.
 - D. **Letter of Map Amendment (LOMA)** – review the LOMA application and the accompanying Elevation Certificate prior to submission by the surveyor to FEMA for review and approval. The LOMA is a means by

which a single structure - that is shown as being in the Special Flood Hazard Area (SFHA) on the FIRM map - can be officially removed from the SFHA based on the elevation certificate demonstrating that the structure's lowest adjacent grade elevation is higher than the base flood elevation. Provide the Corporation of Harpers Ferry with a letter supporting the LOMA application if found to be satisfactory.

- E. Letter of Map Revision (LOMR) - review the LOMR application and accompanying hydrologic (i.e., TR-55, etc.) and hydraulic study (i.e., HEC-RAS, etc.) prior to submission by the consulting engineer to FEMA.

A LOMR is an official revision to a Flood Insurance Rate Map issued by FEMA. LOMR's reflect changes to the mapped 100-year floodplains or Special Flood Hazard Areas (SFHA's). LOMR's usually amend the boundary of the SFHA along a relatively longer stretch of the stream/river versus a LOMA, which only removes a single structure at a specific point on the stream/river.

The LOMR application requires a letter from the local floodplain manager supporting the analysis and the application. Provide the Corporation of Harpers Ferry with a letter supporting the LOMR application if found to be satisfactory.

- F. The Corporation of Harpers Ferry shall be responsible for enforcement and prosecution of any violations of their floodplain management ordinance.

- G. The Corporation of Harpers Ferry shall be responsible for receipt and processing of building permit applications and issuance of building permits. Jefferson County shall only be responsible for verifying whether or not development/construction located within a FEMA mapped floodplain meets the requirements of the floodplain ordinance, as noted above. The Corporation of Harpers Ferry shall be responsible for sending building permit applicants - for parcels located within the floodplain - to the Jefferson County Engineering Department for the above noted determinations, as may be applicable.

3. **Compensation.** Jefferson County may charge its usual customary floodplain management fees to applicants for services provided. The Corporation of Harpers Ferry may retain any permit fees charged by them, if any.
4. **Amendments.** Any amendment to this agreement shall be in writing and executed by both the Jefferson County Commission and the Corporation of Harpers Ferry.

5. **Indemnification.** The Corporation of Harpers Ferry agrees that it shall indemnify and save harmless Jefferson County and the Jefferson County Commission and its agents and employees from and against any and all claims, suits, damages, costs, losses, attorneys' fees and expenses resulting from or arising out of the oversight of the Corporation of Harpers Ferry's floodplain management, or any other conduct related to this agreement.
6. **Effective Date of Agreement** shall be _____ Day of _____, 2013.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed, and their corporate seals affixed by their duly sworn officers, in duplicate originals, one of which is retained by each party, effective the day and year first written above.

County Commission of Jefferson County

By _____
(Dale Manual, Commission President)

By _____
(Attest: Jennifer Maghan, County Clerk)

Municipal Corporation of Harpers Ferry

By _____
(Joe Anderson, Mayor)

By _____
(Town Clerk)

Memorandum of Understanding

AMONG

**the County Commission of Jefferson County and
the Municipal Corporation of Harpers Ferry, West Virginia**

REGARDING

**Cooperative Efforts for the Management of Development
in the Floodplain of the Corporation of Harpers Ferry.**

WHEREAS,, the Corporation of Harpers Ferry has Federal Emergency Management Agency (FEMA) mapped floodplain within their corporate limits; and

WHEREAS, the Corporation of Harpers Ferry adopted a Floodplain Management Ordinance December 11, 2009, and participates in the FEMA National Flood Insurance Program; and

WHEREAS, the Corporation of Harpers Ferry is therefore required under West Virginia State Code §15-5-20a, Floodplain Manager Training, to have a floodplain manager complete six hours of training in floodplain management annually; or, transfer its floodplain management responsibilities and all associated fees to a governmental unit that has a floodplain manager in good standing; and

WHEREAS, the Corporation of Harpers Ferry does not have the technical staff or resources to effectively administer the Floodplain Management Ordinance and meet the continuing education and training requirements of West Virginia State Code §15-5-20a, Floodplain Manager Training; and

WHEREAS, Jefferson County has a Floodplain Management Ordinance, participates in the FEMA National Flood Insurance Program and has a floodplain manager who is in good standing and meets the requirements of West Virginia State Code §15-5-20a, Floodplain Manager Training; and

WHEREAS, the Corporation of Harpers Ferry's FEMA mapped floodplain is relatively small and encompasses approximately ten parcels; and

WHEREAS, the Corporation of Harpers Ferry requests that Jefferson County accept a transfer of oversight of the Corporation of Harpers Ferry's floodplain management responsibilities and associated fees to Jefferson County in order for the Corporation of Harpers Ferry to comply with the requirements of West Virginia State Code §15-5-20a; and

WHEREAS, the Corporation of Harpers Ferry and Jefferson County, in order to set out the terms and conditions under which floodplain management oversight will be provided to the Corporation of Harpers Ferry, have entered into this Memorandum of Understanding.

NOW THEREFORE, the Jefferson County Commission and the Corporation of Harpers Ferry agree that:

1. **Term.** This agreement shall be for period of one year from the date of execution and shall be automatically renewed from year to year unless one party shall give the other party 30 days written notice of its intention to terminate the agreement at the end of the current term. This agreement may also be terminated immediately by either party upon receipt of written notification to either party, by the State of West Virginia National Flood Insurance Program Coordinator, that this agreement is deemed to not satisfy §15-5-20a of the West Virginia State Code.
2. **Services to be Provided.** Jefferson County's oversight of the Corporation of Harpers Ferry's floodplain management will consist of the following:
 - A. Floodplain Delineations - utilizing the FEMA Flood Insurance Rate Maps (FIRM) maps, determine if a parcel is located (partially or fully) within the FEMA mapped floodplain, and therefore development/construction is required to comply the requirements of the Corporation of Harpers Ferry's floodplain management ordinance. Provide the applicant with the delineation determination.
 - B. Base Flood Elevation Determinations - utilizing information provided on the FEMA Flood Insurance Rate Maps (FIRM) and/or stream studies of record, determine the elevation of the Base Flood (1% chance of occurring in a given year) at a certain point on the river. This elevation is utilized for meeting freeboard requirements, completing Elevation Certificates, and for submitting Letters of Map Amendment (LOMA). Provide the applicant the base flood elevation determination.
 - C. Elevation Certificates - review the pre and post construction Elevation Certificates to determine if the structure/dwelling meets the freeboard and/or flood venting requirements of the floodplain management ordinance. Provide the applicant with the determination.
 - D. Letter of Map Amendment (LOMA) – review the LOMA application and the accompanying Elevation Certificate prior to submission by the surveyor to FEMA for review and approval. The LOMA is a means by which a single structure - that is shown as being in the Special Flood Hazard Area (SFHA) on the FIRM map - can be officially removed from

the SFHA based on the elevation certificate demonstrating that the structure's lowest adjacent grade elevation is higher than the base flood elevation. Provide the Corporation of Harpers Ferry with a letter supporting the LOMA application if found to be satisfactory.

- E. Letter of Map Revision (LOMR) - review the LOMR application and accompanying hydrologic (i.e., TR-55, etc.) and hydraulic study (i.e., HEC-RAS, etc.) prior to submission by the consulting engineer to FEMA.

A LOMR is an official revision to a Flood Insurance Rate Map issued by FEMA. LOMR's reflect changes to the mapped 100-year floodplains or Special Flood Hazard Areas (SFHA's). LOMR's usually amend the boundary of the SFHA along a relatively longer stretch of the stream/river versus a LOMA, which only removes a single structure at a specific point on the stream/river.

The LOMR application requires a letter from the local floodplain manager supporting the analysis and the application. Provide the Corporation of Harpers Ferry with a letter supporting the LOMR application if found to be satisfactory.

- F. The Corporation of Harpers Ferry shall be responsible for enforcement and prosecution of any violations of their floodplain management ordinance.

- G. The Corporation of Harpers Ferry shall be responsible for receipt and processing of building permit applications and issuance of building permits. Jefferson County shall only be responsible for verifying whether or not development/construction located within a FEMA mapped floodplain meets the requirements of the floodplain ordinance, as noted above. The Corporation of Harpers Ferry shall be responsible for sending building permit applicants – for parcels located within the floodplain – to the Jefferson County Engineering Department for the above noted determinations, as may be applicable.

3. **Compensation.** Jefferson County may charge its usual customary floodplain management fees to applicants for services provided. The Corporation of Harpers Ferry may retain any permit fees charged by them, if any.
4. **Amendments.** Any amendment to this agreement shall be in writing and executed by both the Jefferson County Commission and the Corporation of Harpers Ferry.
5. **Indemnification.** The Corporation of Harpers Ferry agrees that it shall indemnify and save harmless Jefferson County and the Jefferson County Commission and its agents and employees from and against any and all claims, suits, damages, costs,

losses, attorneys' fees and expenses resulting from or arising out of the oversight of the Corporation of Harpers Ferry's floodplain management, or any other conduct related to this agreement.

6. **Effective Date of Agreement** shall be _____ Day of _____, 2013.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed, and their corporate seals affixed by their duly sworn officers, in duplicate originals, one of which is retained by each party, effective the day and year first written above.

County Commission of Jefferson County

By _____
(Dale Manual, Commission President)

By _____
(Attest: Jennifer Maghan, County Clerk)

Municipal Corporation of Harpers Ferry

By _____
(Joe Anderson, Mayor)

By _____
(Town Clerk)

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin, Chief County Engineer

Department or Entity: Engineering Department

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: (call me if need to pick another date so I can coordinate with my calendar)

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

Subject: Mission Ridge Subdivision – Site Work (street paving & old Route 9 turn lanes at entrance) payment for work in accordance with the contract documents.

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

The Jefferson County Engineering Department coordinated the bidding and managed the construction of the remaining site improvements at the Mission Ridge Subdivision (JCPC file no. 03-03) due to the developer defaulting on their obligation to complete the work. The contractor executed an agreement with the owner, the Mission Ridge Property Owner's Association, to complete the work.

The bond funds are held by the Jefferson County Commission in an escrow account at the Bank of Charles Town (account no. 3211568), which has a balance of \$177,454.91. Jefferson Asphalt Products Company, Inc.'s final invoice amount for the work is \$176,922.85

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Move to approve full and final payment to Jefferson Asphalt Products Company, Inc. in the amount of \$176,922.85 from the escrowed bond funds.

Attachments: Jefferson Asphalt Products Company, Inc. – Invoice no. 12574

Contractor's Final Release and Waiver of Lien

Copy of Bank of Charles Town – June 30, 2013 escrow account bank statement (account no. 3211568)

INVOICE

Jefferson Asphalt Products

175 John J Thomas Way
Charles Town WV 25414-
Phone:(304) 725-2539 Fax:(304) 728-8546
License # WV000499

INVOICE NUMBER: 12574
INVOICE DATE: 7/2/2013
PAGE: Page 1 of 1

SOLD TO:

Jefferson Co Engineering Dept
116 East Washington Street

Charles Town WV 25414

PROJECT:

Mission Ridge Site Work
116 East Washington Street
Charles Town WV

CUSTOMER ID: JCENG

CUSTOMER PO:

TERMS: NET DUE IN 30 DAYS

SHIP DATE:

DUE DATE: 8/1/2013

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	JCPC File No. 03-03		
	Submission for Payment		
1,419.7300	Item #1 - 1 1/2" Wearing Course	80.00	113,578.40
282.4500	Item #2 - Shoulder Stone	28.00	7,908.60
	Item #3 - Traffic Control (on site)		
1.0000	Item #4 - Excavation, Grading, etc.	7,200.00	7,200.00
42.4500	Item #5 - Class 1 Aggregate Base	42.50	1,804.13
60.0820	Item #6 - Asphalt Base I	75.00	4,506.15
150.0000	Item #7 - Asphalt Tack Coat	3.00	450.00
99.8700	Item #8 - Asphalt Scratch Course	85.00	8,488.95
240.1159	Item #9 - Asphalt Skid Course	108.85	26,136.62
1.0000	Item #10 - Milling	500.00	500.00
1.0000	Item #11 - Pavement Markings	4,600.00	4,600.00
1.0000	Item #12 - Traffic Control (Route 9)	1,750.00	1,750.00

SUBTOTAL: \$ 176,922.85
TAX: \$ 0.00
BALANCE: \$ 176,922.85

THANK YOU FOR YOUR BUSINESS

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

COPY

Project/ Owner

Project: Mission Ridge Subdivision - Site Work
Jefferson County, West Virginia
Address: 691 Mission Ridge Drive
Harpers Ferry WV 25426
City State Zip Code

Owner: Mission Ridge Property Owners Association, Inc.

Contractor

Name: John J. Thomas Sr.
Jefferson Asphalt Products Company, Inc.

Address: 175 John J. Thomas Drive
Charles Town WV 25414
City State Zip Code

Contractor Licence: WV000499

Contract Date: 11 / 9 /2012

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of One Hundred and Seventy-Six Thousand & Nine-Hundred and Twenty-Two Dollars & Eighty-Five Cents Dollars (\$176,922.85) constitutes the entire unpaid balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 3 day of July 2013

Jefferson Asphalt Prod. Co. Inc.
Contractor

By: [Signature]

Title: Secretary

Witness to Signature:
[Signature]
JEFFERSON COUNTY ENGINEERING



Date 6/28/13 Page 1
 Primary Account 3211568
 Images

*****EXCLUDE-Pickup
 8063 0.4670 EX 0.000 22 1 1314
 SHERIFF OF JEFFERSON COUNTY
 JEFFERSON COUNTY COMMISSION
 MISSION RIDGE SUBDIVISION 03-03

 *** DO NOT MAIL ***

COPY

Thank you for Banking with BCT
 We appreciate your business

---- CHECKING ACCOUNTS ----

PUBLIC FUNDS - FIXED INTEREST		Number of Images	0
Account Number	3211568	Statement Dates	6/01/13 thru 6/30/13
Previous Balance	177,454.91	Days This Statement Period	30
Deposits	.00	Average Ledger	177,454
Checks/Charges	.00	Average Collected	177,454
Service Charge	.00	Interest Earned	51.04
Interest Paid	51.04	Annual Percentage Yield Earned	0.35%
Current Balance	177,505.95	2013 Interest Paid	304.61

Deposits and Additions		
Date	Description	Amount
6/30	INTEREST PAID 30 DAYS	51.04

Daily Balance Information			
Date	Balance	Date	Balance
6/01	177,454.91	6/30	177,505.95

*** END OF STATEMENT ***

To report Lost or Stolen ATM/Debit Cards call us Monday through Friday
 8:00AM to 5:00PM at 304-725-8431, all other times call 1-866-546-8273.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin, Chief County Engineer

Department or Entity: Engineering Department

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: June 27, 2013

Date Requested – 2nd Choice: None

If a specific date is needed, please provide reason for specific date: **New Building Code Enforcement Ordinance needs to be adopted by July 1, 2013; therefore, the June 27th date is requested.**

Subject: **2013 Building Code Enforcement Ordinance**

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

The West Virginia state legislature updated the state building code requirements effective July 1, 2013. Therefore, Jefferson County needs to amend the existing Building Code Enforcement Ordinance to adopt the versions of the building codes required by the State Fire Marshal's office. Updates usually occur on a 3-year cycle.

A new Building Code Enforcement Ordinance adopting the required building codes and rules is attached.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to adopt the Resolution and the Building Code Enforcement Ordinance as presented.**

Attachments: **Building Code Enforcement Ordinance.**

DRAFT

August 1st

Roger Goodwin

From: Michael Monaghan <mmonaghan@jeffersoncountywv.org>
Sent: Wednesday, May 29, 2013 4:23 PM
To: rgoodwin@jeffersoncountywv.org
Subject: FW: State Building Code

From: Bob Cannon [<mailto:rlcannon@beckley.org>]
Sent: Tuesday, May 28, 2013 3:03 PM
To: 'Michael Monaghan'
Subject: RE: State Building Code

Mike,

The Legislative Rule foiled 5/6/13 lists the effective date as 9/1/13, except for 2009 IECC which is 11/30/13.

Bob

From: Michael Monaghan [<mailto:mmonaghan@jeffersoncountywv.org>]
Sent: Tuesday, May 28, 2013 2:14 PM
To: 'Scott Coyle'; 'Bob Cannon'
Cc: 'John Dick'
Subject: RE: State Building Code

Scott did you get an answer? I am working on our ordinances too, could use a little extra time.

From: Scott Coyle [<mailto:scott@charlestownwv.us>]
Sent: Tuesday, May 28, 2013 8:20 AM
To: Bob Cannon
Cc: John Dick; mmonaghan@jeffersoncountywv.org
Subject: State Building Code

Bob

Had a talk with John on Sat. and he told me that Tony has now said the Codes do not go into effect until Sept. 30. Can you clarify the correct date because we are taking it to City Council in June?

SC

Information from ESET NOD32 Antivirus, version of virus signature database 8375 (20130526)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin, Chief County Engineer

Department or Entity: Engineering Department

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: August 1, 2013

Date Requested – 2nd Choice: August 15, 2013

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

Subject: **Impact Fees Recalculation & Fee Schedule Update – Proposal**

Please provide the County Commission with a description of your request or presentation, including any background information: 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 County Engineer to draft a Request for Proposals (RFP) to hire a consultant to recalculate the impact fees for the four impact fee entities and to update the fee schedules.

A request for proposals was advertised with a proposal submission date of June 18th. Under the RFP, proposals are valid until September 18, 2013. The attached proposal from Tischler-Bise is the only proposal received in response to the Request for Proposals.

The four Impact Fee entities are: Schools, Parks & Recreation, Law Enforcement, and Fire & EMS. The bid amounts submitted by Tischler-Bise to perform the recalculations for each of the impact fee entities are as follows:

Schools	\$19,500.00
Parks & Recreation	\$12,440.00
Law Enforcement	\$ 9,340.00
Fire & EMS	<u>\$11,440.00</u>
Total Bid	\$52,720.00

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

Note: Some of the options are to: 1) Accept the full proposal, 2) Reject the entire proposal & re-advertise the RFP, 3) Accept the proposal in part and only recalculate some of the impact fees, 4) Reject the proposal and abandon the project, or ???

Move to (fully accept the proposal for; reject & re-advertise the RFP for; partially accept the proposal for; abandon the project; or postpone/table any action on) the Impact Fees Recalculation & Fee Schedule Update.

Attachments: Impact Fees Recalculation & Fee Schedule Update proposal (June 18, 2013) from Tischler-Bise.

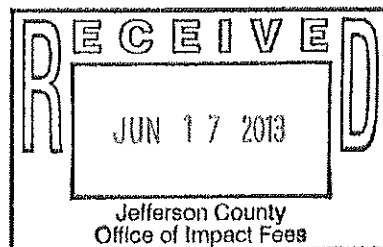
**PROPOSAL TO RECALCULATE
IMPACT FEES AND
UPDDATE FEE SCHEDULE**

Prepared for

Jefferson County, West Virginia



June 18, 2013



TischlerBise
Fiscal, Economic & Planning Consultants

4701 Sangamore Road, Suite S240
Bethesda, MD 20816
800-424-4318
info@tischlerbise.com

June 18, 2013

Ms. Michelle Mason, Impact Fees Program Specialist
Jefferson County Engineering Department
Office of Impact Fees
116 East Washington Street, Suite 100
Charles Town, WV 25414

RE: Proposal to Recalculate Impact Fees and Update Fee Schedule

Dear Ms. Mason:

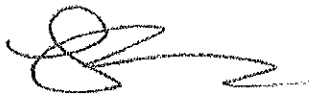
TischlerBise is pleased to submit the enclosed proposal for the recalculation of impact fees and a fee schedule update for Schools, Law Enforcement, Parks & Recreation, and Fire / EMS for Jefferson County, West Virginia. This assignment requires a consulting firm with a unique combination of experience and expertise. We feel that TischlerBise is ideally suited to undertake this project based on our extensive national and West Virginia impact fee experience (including previous impact fee work for Jefferson County). There are several points that we would like to note that make our qualifications unique:

1. **Depth of Experience.** TischlerBise is the nation's leading impact fee and infrastructure financing consulting firm. Our qualified professionals bring an unparalleled depth of experience to the County's assignment. TischlerBise has managed over 800 impact fee studies across the country – more than any other firm. We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been challenged in a court of law.
2. **Technical Knowledge of Land Use Planning and Local Government Finance.** The County requires consulting expertise in the areas of land use planning and growth management in the State of West Virginia, as well as in local government finance. **Many communities overlook the fact that impact fees are a land use regulation.** Therefore, the County's project requires a team with years of experience preparing impact fee studies within the context of overall County financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
3. **Community Outreach.** An important component of a successful impact fee program is community support. Both Carson Bise, AICP, and Dwayne Guthrie, Ph.D., AICP, have substantial experience developing and managing public outreach and community relations programs associated with impact fees and infrastructure finance.

4. **Responsiveness.** As a small firm, we have the flexibility and responsiveness to meet all deadlines of the County's project. We offer the County the level of service and commitment that the larger firms save for their biggest contracts.

As the President of TischlerBise, I have the authority to negotiate and contractually bind the firm. This proposal shall remain valid and honored for a period not less than 90 calendar days from the submittal deadline date. We look forward to the possibility of working with Jefferson County and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,



L. Carson Bise, AICP, President
TischlerBise
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: (800) 424-4318 Ext. 12
E-mail: carson@tischlerbise.com

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Company Profile

TISCHLERBISE QUALIFICATIONS

TischlerBise, Inc., was established on May 16, 1977 as Tischler, Montasser, and Associates. The firm became Tischler and Associates in 1980, and TischlerBise in 2005. The firm is a Subchapter (S) Corporation, was incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and North Palm Beach, Florida. Work for the County’s assignment will be conducted out of the firm’s Bethesda office. TischlerBise has six full-time employees, including one President, two Principals, two Fiscal/Economic Analysts, and one administrative professional. TischlerBise’s point of contact for a contract resulting from this RFP is Carson Bise, AICP, President of TischlerBise. Mr. Bise can be contacted at the firm’s Bethesda office: 4701 Sangamore Road, S240, Bethesda, MD 20816, or via phone: (800) 424-4318 Ext. 12.

TischlerBise is a fiscal, economic, and planning consulting firm that specializes in impact fees, fiscal impact analysis, and revenue strategies. Our firm has been providing consulting services to both the public and private sectors for 36 years. In this time, **TischlerBise has prepared over 800 impact fees and over 700 fiscal/economic impact analyses – more than any other firm in the country.** Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on impact fees. In TischlerBise’s 36-year history, the firm has never been alleged of any significant prior or ongoing contract failures, any civil or criminal litigation, or any investigation pending which involves the firm or in which the firm has been judged guilty or liable.

An important factor to consider related to this work effort is our **relevant experience working in Jefferson County, including impact fee updates in 2002 and 2010.** This experience makes us intimately familiar with local government revenue structures as well as the planning and growth management issues facing the County.

NATIONAL EXPERIENCE

TischlerBise is also the national leader in Impact fees, having completed over 800 impact fee evaluations for clients nationwide – more than any other firm. Our vast national impact fee consulting experience is provided in the table below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Baldwin		◆							◆				◆
AL	Daphne		◆					◆	◆	◆				
AL	Fairhope		◆					◆	◆	◆		◆		
AL	Foley		◆					◆	◆	◆				
AL	Gulf Shores		◆					◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Orange Beach		◆					◆	◆	◆		◆		
AR	Bentonville			◆	◆			◆	◆	◆		◆		
AR	Siloam Springs		◆	◆	◆			◆	◆	◆				
AZ	Apache Co.	◆												
AZ	Apache Junction		◆					◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆			◆		◆		◆	◆	
AZ	Bullhead City		◆					◆		◆			◆	
AZ	Camp Verde	◆						◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆						◆		◆	
AZ	Casa Grande		◆	◆				◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆					◆	◆		◆	
AZ	Cochise Co.	◆												
AZ	Cooldidge		◆	◆			◆	◆	◆	◆			◆	
AZ	Dewey-Humboldt		◆					◆	◆	◆		◆	◆	
AZ	El Mirage			◆	◆			◆	◆	◆			◆	
AZ	Eloy			◆	◆			◆		◆		◆	◆	
AZ	Flagstaff	◆	◆					◆	◆	◆		◆	◆	
AZ	Gilbert		◆		◆			◆	◆			◆		
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Goodyear		◆	◆	◆			◆	◆	◆		◆		
AZ	Holbrook			◆	◆		◆							
AZ	Lake Havasu City		◆											
AZ	Maricopa	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Navajo Co.	◆	◆						◆					
AZ	Northwest Fire District								◆					
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆	◆		
AZ	Pinal Co.	◆	◆					◆		◆				
AZ	Pinetop-Lakeside		◆					◆		◆	◆		◆	
AZ	Prescott	◆												
AZ	Queen Creek		◆	◆	◆			◆	◆		◆	◆	◆	
AZ	Safford			◆	◆									
AZ	San Luis		◆	◆	◆	◆		◆	◆	◆				
AZ	Scottsdale			◆	◆									
AZ	Sedona		◆			◆		◆		◆			◆	
AZ	Show Low	◆	◆	◆	◆			◆		◆		◆		
AZ	Sierra Vista		◆					◆	◆	◆	◆	◆		
AZ	Somerton		◆	◆	◆	◆		◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Springerville	◆		◆	◆									
AZ	Surprise		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Taylor	◆	◆					◆	◆	◆			◆	
AZ	Tolleson	◆	◆	◆	◆	◆		◆	◆				◆	
AZ	Tucson		◆											
AZ	Wellton		◆	◆	◆	◆		◆	◆	◆				
AZ	Yuma		◆	◆		◆		◆	◆	◆	◆		◆	
CA	Avenal		◆	◆		◆	◆	◆	◆	◆		◆		
CA	Banning		◆					◆	◆	◆			◆	
CA	Butte Co.		◆					◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆				◆				
CA	Clovis			◆										
CA	Corcoran			◆	◆			◆		◆			◆	
CA	El Centro							◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆		◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆				◆		◆	◆			
CA	Hemet		◆			◆		◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆												
CA	Maywood	◆												
CA	National City							◆	◆	◆		◆		
CA	Rancho Cucamonga									◆				
CA	Suisun City		◆							◆			◆	
CA	Temecula		◆	◆	◆			◆		◆	◆	◆	◆	
CA	Tulare		◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	
CA	Visalia									◆		◆	◆	
CO	Arapahoe County		◆											
CO	Boulder		◆					◆	◆	◆	◆	◆		
CO	Castle Rock		◆			◆		◆	◆	◆	◆		◆	
CO	Colorado Springs		◆											
CO	Eaton			◆	◆			◆		◆	◆		◆	
CO	Erie		◆					◆		◆	◆		◆	
CO	Evans		◆											
CO	Greeley		◆	◆					◆	◆				
CO	Johnstown		◆					◆	◆	◆	◆	◆	◆	
CO	Louisville	◆	◆					◆		◆	◆	◆	◆	
CO	Montezuma County		◆											
CO	Pitkin Co.		◆											
CO	Pueblo		◆											
CO	Steamboat Springs							◆	◆	◆	◆		◆	

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
CO	Vail		◆											
DE	Appoq. School District													◆
DE	New Castle Co.			◆				◆	◆	◆		◆	◆	
DE	State of Delaware		◆					◆	◆					◆
FL	Coral Gables		◆	◆				◆	◆	◆			◆	
FL	Deerfield Beach							◆	◆					
FL	DeSoto County	◆	◆						◆	◆		◆	◆	
FL	DeSoto Co. School Board													◆
FL	Key Biscayne	◆												
FL	Lake Wales			◆	◆			◆	◆	◆		◆		
FL	Manatee Co.		◆					◆	◆	◆			◆	
FL	Manatee Co. Schools													◆
FL	Miami	◆						◆	◆	◆	◆		◆	◆
FL	Naples	◆												
FL	North Miami	◆		◆	◆			◆	◆	◆	◆	◆	◆	
FL	Parkland							◆		◆				
FL	Pasco Co. School Board													◆
FL	Plant City											◆		
FL	Polk County							◆		◆				
FL	Port St. Lucie									◆			◆	
FL	Punta Gorda		◆					◆	◆	◆		◆	◆	
FL	Seminole County Schools													◆
FL	Stuart		◆					◆	◆	◆			◆	
FL	Sunny Isles Beach							◆		◆			◆	
FL	West Miami			◆				◆		◆			◆	
GA	Atlanta		◆					◆	◆	◆				
GA	Calhoun	◆												
GA	Douglas County	◆	◆					◆	◆	◆		◆		
GA	Douglasville	◆	◆					◆		◆				
GA	Effingham County		◆	◆	◆			◆		◆		◆		
GA	Gordon County	◆							◆	◆		◆		
GA	Henry County		◆											
IA	West Des Moines									◆				
ID	Caldwell	◆												
ID	Canyon Co.	◆												
ID	Hailey		◆	◆	◆			◆	◆	◆	◆	◆	◆	
ID	Hayden		◆					◆		◆				
ID	Kellogg			◆				◆		◆				
ID	Kootenai Co. Fire & Rescue								◆					

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
ID	Nampa	◆	◆	◆	◆			◆	◆	◆	◆			
ID	Post Falls	◆	◆					◆		◆				
ID	Sandpoint		◆						◆	◆	◆			
ID	Shoshone Fire District								◆					
ID	Victor		◆					◆	◆	◆				
IL	Evanston	◆	◆		◆					◆		◆		
MD	Anne Arundel Co.		◆											◆
MD	Brunswick							◆		◆			◆	
MD	Calvert Co.		◆					◆	◆					◆
MD	Caroline Co.													◆
MD	Carroll Co.					◆			◆	◆		◆	◆	◆
MD	Charles Co.		◆							◆				◆
MD	Cecil Co.		◆					◆	◆				◆	
MD	Dorchester Co.	◆						◆						◆
MD	Easton	◆	◆					◆	◆	◆			◆	
MD	Frederick		◆											
MD	Frederick Co.		◆					◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆					◆		◆			◆	
MD	Hampstead				◆			◆		◆				
MD	Harford Co.	◆												
MD	Ocean City	◆												
MD	Queen Anne's Co.	◆						◆	◆	◆	◆	◆	◆	◆
MD	Salisbury	◆	◆	◆	◆			◆	◆	◆	◆		◆	
MD	Snow Hill	◆						◆	◆	◆			◆	
MD	Talbot Co.	◆	◆							◆		◆	◆	◆
MD	Washington Co.							◆						◆
MD	Westminster		◆		◆					◆			◆	◆
MD	Wicomico Co.		◆											◆
MD	Worcester Co.					◆				◆		◆	◆	◆
MN	Woodbury			◆	◆	◆								
MO	Nixa			◆	◆			◆		◆			◆	
MO	Nixa Fire Protection Dist.								◆					
MS	Madison							◆	◆	◆	◆			
MT	Belgrade	◆	◆	◆	◆				◆	◆				
MT	Bozeman		◆	◆	◆				◆					
MT	Corvallis School District													◆
MT	Flathead County		◆						◆					
MT	Florence School District													◆
MT	Gallatin Co.	◆	◆						◆					

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
MT	Gallatin Co. Fire Distrclts								◆					
MT	Great Falls	◆												
MT	Madison	◆												
MT	Manhattan			◆	◆									
MT	Missoula							◆	◆	◆	◆		◆	
MT	Missoula Co.							◆	◆	◆				
MT	Polson			◆	◆					◆				
MT	Ravalli	◆												
NC	Cabarrus Co.													◆
NC	Camden Co.													◆
NC	Catawba Co.													◆
NC	Chatham Co.													◆
NC	Creedmoor			◆	◆									
NC	Currituck Co.													◆
NC	Durham													◆
NC	Greenville		◆						◆	◆				
NC	Jacksonville	◆		◆	◆									
NC	Nags Head							◆		◆			◆	
NC	Orange Co.									◆	◆			◆
NC	Pasquotank													◆
ND	Minot											◆	◆	
NE	Lincoln		◆	◆	◆					◆				
NM	Albuquerque		◆					◆	◆	◆				
NM	Las Cruces			◆	◆									
NV	North Las Vegas	◆							◆					
NV	Nye County		◆			◆		◆	◆	◆				
NV	Washoe County		◆											
OH	Delaware							◆	◆	◆			◆	
OH	Lebanon		◆							◆				
OH	Pickerington	◆	◆					◆		◆			◆	
OH	Sunbury							◆					◆	
OK	Edmond			◆	◆									
RI	E. Greenwich								◆	◆	◆		◆	◆
RI	Middletown			◆				◆	◆	◆			◆	◆
SC	Aiken		◆				◆	◆	◆	◆				
SC	Anderson County		◆											
SC	Georgetown County		◆					◆				◆		
SC	Horry County	◆						◆	◆	◆	◆	◆		
SC	Richland County		◆											

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
SC	Summerville								◆	◆			◆	
UT	American Fork	◆	◆	◆						◆				
UT	Brigham City	◆												
UT	Clearfield	◆		◆	◆	◆				◆				
UT	Clinton City		◆	◆	◆	◆			◆	◆	◆			
UT	Draper		◆		◆	◆			◆	◆	◆			
UT	Farmington		◆	◆	◆	◆		◆	◆	◆	◆			
UT	Hyde Park		◆	◆	◆					◆				
UT	Kaysville		◆	◆						◆				
UT	Logan	◆	◆	◆	◆	◆		◆		◆	◆			
UT	Mapleton			◆	◆	◆			◆	◆	◆			
UT	North Logan	◆	◆	◆	◆					◆	◆			
UT	Pleasant Grove	◆	◆	◆	◆			◆	◆	◆				
UT	Salt Lake Co.					◆				◆				
UT	Sandy City		◆			◆		◆	◆		◆			
UT	South Valley Sewer District	◆		◆										
UT	Spanish Fork	◆		◆	◆	◆				◆				
UT	Springville									◆				
UT	Wellsville		◆	◆	◆				◆	◆				
UT	West Jordan		◆	◆	◆	◆		◆	◆	◆				
UT	Woods Cross	◆		◆	◆					◆				
VA	Chesterfield Co.		◆						◆	◆		◆		◆
VA	Goochland Co.		◆											
VA	Henrico Co.		◆							◆		◆		◆
VA	Isle of Wright Co.								◆	◆				◆
VA	Prince George Co.							◆	◆	◆		◆	◆	◆
VA	Prince William County		◆											
VA	Spotsylvania County		◆											
VA	Stafford County		◆											
VA	Suffolk			◆	◆									
VA	Sussex Co.	◆												
WI	Eau Claire		◆	◆	◆	◆				◆				
WV	Jefferson Co.							◆	◆	◆			◆	◆
WY	Casper	◆	◆						◆	◆				
WY	Pinedale	◆		◆	◆						◆		◆	
WY	Teton County		◆											

Project Team

To successfully navigate through the County’s impact fee study, the successful consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving County land use, financial, and economic development policy goals. **Our project team for this assignment includes our most senior and experienced impact fee professionals.** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve Jefferson County, West Virginia. The role of each team member and their qualifications are briefly discussed below.

Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our project team’s interaction with the County to ensure that all work is completed properly, on time, and within budget. He will work closely with Dwayne Guthrie, developing and reviewing all aspects of the project and providing overall quality assurance for the project.

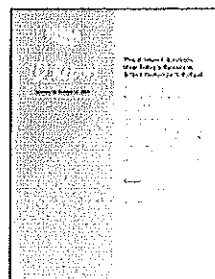
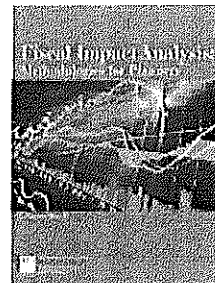
Dwayne Guthrie, AICP, Ph.D., Principal at TischlerBise, has been selected as Project Analyst for this project because of his substantial experience preparing impact fees and financing strategies, as well as his strong project management skills. Dr. Guthrie will be responsible for controlling the work in progress, providing feedback to project team members and staff, and for meeting the technical requirements of the project. Most importantly, Dr. Guthrie, in conjunction with Mr. Bise, will ensure constant collaboration and communication between County staff and our team through frequent progress memorandums, conference calls, and in-person meetings.

Complete project team résumés are provided below.

L. CARSON BISE, AICP, PRESIDENT

EXPERIENCE

Carson Bise has 23 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 27 states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications which Mr. Bise has developed have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing, and concurrency/adequate public facilities monitoring. Mr. Bise is also a leading national figure in the calculation of impact fees, having completed over 200 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. In his seven years as a planner at the local government level, he coordinated capital improvement plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Fiscal Impact Analysis: Methodologies for Planners*, published by the American Planning Association, a



chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and recently **Chaired the American Planning Association's Paying for Growth Task Force**. He was also recently named an **Affiliate of the National Center for Smart Growth Research & Education**.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Daphne, Alabama – *Impact Fee Study*
- City of Gulf Shores, Alabama – *Impact Fee Study*
- City of Orange Beach, Alabama – *Impact Fee Study*
- Town of Camp Verde, Arizona – *Impact Fee Study*
- City of Eloy, Arizona – *Impact Fee Study*
- City of Siloam Springs, Arkansas – *Impact Fee Study*
- City of National City, California – *Impact Fee Study*
- City of Avenal, California – *Impact Fee Study*
- City of Banning, California – *Impact Fee Study*
- City of Temecula, California – *Impact Fee Study*
- City of Tulare, California – *Impact Fee Study*
- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Town of Castle Rock, Colorado – *Impact Fee Study*
- City of Greeley, Colorado – *Impact Fee Study*
- City of Steamboat Springs, Colorado – *Impact Fee Study*
- Town of Vail, Colorado – *Impact Fee Study*
- City of North Miami, Florida – *Impact Fee Study*
- City of Punta Gorda, Florida – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- City of Salisbury, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- Town of Hampstead, Maryland – *Impact Fee Study*

- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Flathead County, Montana – *Impact Fee Feasibility Study and Impact Fee Study*
- City of Missoula/Missoula County, Montana – *Impact Fee Study and Capital Facility Plan*
- City of Laurel, Montana – *Impact Fee Feasibility Study*
- City of Great Falls, Montana – *Impact Fee Feasibility Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*
- Gallatin Canyon/Big Sky, Montana – *Capital Improvement and Funding Plan*
- City of North Las Vegas, Nevada – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- City of Las Cruces, New Mexico – *Water and Sewer Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- City of Greenville, North Carolina – *Impact Fee Study*
- Abbeville County, South Carolina – *Infrastructure Funding Strategy*
- Beaufort County, South Carolina – *Infrastructure Funding Strategy*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Goochland County, Virginia – *Cash Proffer Study*
- Henrico County, Virginia – *Impact Fee Study; Cash Proffer Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study*
- Jefferson County, West Virginia – *Impact Fee Study*

EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference
- Dealing with the Cost of Growth: From Soup to Nuts, International City/County Management Association National Conference
- Demand Numbers for Impact Analysis, National Impact Fee Roundtable
- Calculating Infrastructure Needs with Fiscal Impact Models, Florida Chapter of the American Planning Association Conference

- Economic Impact of Home Building, National Impact Fee Roundtable
- Annexation and Economic Development, American Planning Association National Conference
- Economics of Density, American Planning Association National Conference
- The Cost/Benefit of Compact Development Patterns, American Planning Association National Conference
- Fiscal Impact Modeling: A Tool for Local Government Decision Making, International City/County Management Association National Conference
- Fiscal Assessments, American Planning Association National Conference
- From Soup to Nuts: Paying for Growth, American Planning Association National Conference
- Growing Pains, International City/County Management Association National Conference
- Mitigating the Impacts of Development in Urban Areas, Florida Chapter of the American Planning Association
- Impact Fee Basics, National Impact Fee Roundtable
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable
- Are Subsidies Worth It?, American Planning Association National Conference

PUBLICATIONS

- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities," ICMA Getting Smart! Newsletter.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (American Planning Association)

DWAYNE GUTHRIE, PH.D., AICP, PRINCIPAL

EXPERIENCE

Dr. Guthrie has 32 years of experience as a professional planner, working primarily in the areas of impact fees, demographic analysis, infrastructure funding, fiscal evaluations, and transportation planning. His career includes 23 years of work as a planning consultant and nine years of public sector experience. At TischlerBlise, Dr. Guthrie is the impact fee team leader, with over 380 studies completed for approximately 120 jurisdictions in 25 states/provinces. Dr. Guthrie has also served as an expert witness on the topic of impact fees.

As a planning practitioner, Dr. Guthrie promotes smart growth through revenue strategies and pricing policies. By helping communities implement development impact fees, local governments create a nexus between private sector development and the demand for public facilities. Rather than subsidize growth with general tax revenues, Dr. Guthrie works to ensure designated funding for infrastructure that also helps to minimize externalities like traffic congestion. He has pioneered innovative methods for

tabulating census data to support higher fees for larger housing units and reducing fees for infill development located in urban centers.

Dr. Guthrie also teaches graduate planning courses at local universities, including Growth Management at the Alexandria campus of Virginia Tech and Planning Techniques at Catholic University of America. His doctoral dissertation, titled "*Understanding Urban, Metropolitan, and Megaregion Development to Improve Transportation Governance*" documents the expected geographic extent of commuter sheds in 2030 for large metropolitan areas within the continental United States. Commuter sheds provide a viable refinement to current statistical area designations and solve problems due to inconsistent and fragmented MPO boundaries. Nine transportation megaregions are proposed based on specific criteria, including global gateways that facilitate movement of people and goods, contiguous commuter sheds with urban centers spaced a suitable distance for high-speed rail service, and end-point commuter sheds projected to add at least one million persons and jobs from 2000 to 2030. The dissertation recommends a new paradigm for transportation governance with scale-dependent decision-making and funding strategies.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING ASSIGNMENTS

- City of Foley, Alabama - *Development Impact Fees*
- Baldwin County, Alabama - *Development Impact Fees*
- Apache Junction Water Company, Arizona - *Water System Connection Fees*
- City of Avondale, Arizona - *Development Impact Fees*
- City of Casa Grande, Arizona - *Development Impact Fees*
- City of Glendale, Arizona - *Development Impact Fees*
- City of Goodyear, Arizona - *Development Impact Fees*
- City of Goodyear, Arizona - *Water Resources Fee*
- City of Peoria, Arizona - *Development Impact Fees*
- City of Prescott, Arizona - *Feasibility of Development Impact Fees for Roads*
- Town of Queen Creek, Arizona - *Development Impact Fees*
- City of Scottsdale, Arizona - *Development Impact Fees*
- City of Show Low, Arizona - *Development Impact Fees*
- City of Surprise, Arizona - *Development Impact Fees*
- City of Tolleson, Arizona - *Development Impact Fees*
- City of Bentonville, Arkansas - *Development Impact Fees*
- City of Chino Hills, California - *Development Impact Fees*
- City of Clovis, California - *Sewer Impact Fee*
- City of Temecula, California - *Development Impact Fee*
- City of Tulare, California - *Development Impact Fee*
- Pitkin County, Colorado - *Funding Strategy & Impact Fee*
- City of Boulder, Colorado - *Development Excise Taxes*
- Town of Castle Rock, Colorado - *Development Impact Fees and Evaluation of Douglas County School Fees*
- Montezuma County, Colorado - *Development Impact Fee*
- Town of Erie, Colorado - *Development Impact Fees*

- City of Evans, Colorado - *Development Impact Fees*
- Town of Johnstown, Colorado - *Drainage Financing Alternatives, Development Impact Fees, and Water Rate Study*
- Arapahoe County, Colorado - *Rural Road Funding Strategy*
- City of Louisville, Colorado - *Development Impact Fees*
- City of Pueblo, Colorado - *Development Impact Fee*
- Town of Vail, Colorado - *Development Impact Fee*
- State of Delaware – *Transportation Impact Fee*
- New Castle County, Delaware - *Development Impact Fees, Sewer Policies and Capacity Fees*
- DeSoto County, Florida - *Development Impact Fees*
- DeSoto School District, Florida - *School Impact Fees*
- Manatee County, Florida - *Development Impact Fees*
- City of Lake Wales, Florida - *Development Impact Fees*
- Polk County School District, Florida - *Capital Needs Assessment*
- Pasco County School District, Florida - *School Impact Fees*
- City of Miami, Florida - *Development Impact Fees and Evaluation of Miami-Dade County Impact Fees for Roads and Schools*
- City of Naples, Florida - *Development Impact Fees*
- Coral Ridge Properties - *Capital Improvements Element for Parkland, Florida*
- City of Punta Gorda, Florida - *Development Impact Fees*
- City of Sunny Isles Beach, Florida - *Development Impact Fees*
- Gordon County, Georgia - *CIE and Development Impact Fees*
- City of Douglasville, Georgia - *CIE and Development Impact Fees*
- Douglas County, Georgia - *CIE and Development Impact Fees*
- City of Garden City, Georgia - *CIE and Development Impact Fees*
- Henry County, Georgia – *CIE and Transportation Impact Fee*
- Effingham County, Georgia - *CIE and Development Impact Fees*
- Town of Hailey, Idaho - *Annexation Study and Development Impact Fees*
- City of Nampa, Idaho - *Development Impact Fees*
- City of Post Falls, Idaho - *Development Impact Fees*
- City of Baltimore, Maryland - *Transportation Funding Strategy*
- Home Builders Association of Carroll County, Maryland - *Evaluation of Development Impact Fees*
- Cecil County, Maryland - *Development Excise Tax*
- Frederick County, Maryland - *Development Impact Fees*
- Town of Hampstead, Maryland - *Development Impact Fees*
- Charles County, Maryland - *School Impact Fees*
- Worcester County, Maryland - *Development Impact Fees*
- Queen Anne's County, Maryland - *Development Impact Fees*
- Carroll County, Maryland - *Development Impact Fees*
- City of Westminster, Maryland - *Capital Improvements Plan*
- City of Madison, Mississippi - *Development Impact Fees*
- City of Nixa, Missouri - *Development Impact Fees*
- City of Belgrade, Montana - *Development Impact Fees*

- Gallatin County, Montana – *Roads and Fire District Impact Fees*
- Florence-Carlton School District, Montana - *School Impact Fees*
- City of Great Falls, Montana - *Evaluation of Capacity Fees*
- Town of Manhattan, Montana - *Development Impact Fees*
- City and County of Missoula, Montana - *Development Impact Fees*
- Frenchtown Fire District, Montana - *Development Impact Fees*
- City of Polson, Montana - *Development Impact Fees*
- Douglas County, Nevada - *Road Impact Fees*
- NAOIP & HBA of Albuquerque, New Mexico - *Evaluation of Impact Fees*
- City of Las Cruces, New Mexico - *Development Fees*
- Currituck County, North Carolina - *School Impact Fee*
- Orange County, North Carolina - *School Impact Fee*
- City of Jacksonville, North Carolina – *Water and Sewer Facilities Charges*
- Home Builders Association of Beavercreek, Ohio - *Review of Transportation Fees*
- City of Delaware, Ohio - *Development Impact Fees*
- City of Green, Ohio - *Development Impact Fees*
- Village of Sunbury, Ohio - *Development Impact Fees*
- City of Edmond, Oklahoma – *Water and Sewer Impact Fees*
- City of Cambridge, Ontario - *Development Charges*
- Hydro Electric Commission of Cambridge, Ontario - *Development Charges*
- City of Sarnia-Clearwater, Ontario - *Development Charges*
- Township of Wellesley, Ontario - *Development Charges*
- Aiken County, South Carolina - *Development Impact Fees*
- Anderson County, South Carolina - *Development Impact Fees*
- Georgetown County, South Carolina - *Development Impact Fees*
- City of Sherman, Texas - *Development Impact Fees*
- City of American Fork, Utah - *Development Impact Fees*
- City of Clearfield, Utah - *Development Impact Fees*
- City of Clinton, Utah - *Development Impact Fees*
- City of Draper, Utah - *Development Impact Fees*
- City of Farmington, Utah - *Development Impact Fees*
- City of Hooper, Utah - *Sewer Impact Fee*
- City of Hyde Park, Utah - *Development Impact Fees*
- City of Kaysville, Utah - *Development Impact Fees*
- City of North Logan, Utah - *Development Impact Fees*
- City of Pleasant Grove, Utah - *Development Impact Fees*
- Salt Lake County, Utah – *Stormwater and Park Impact Fees*
- South Valley Sewer District, Utah - *Sewer Impact Fees*
- City of Spanish Fork, Utah - *Development Impact Fees*
- City of Springville, Utah - *Park Impact Fees*
- City of Wellsville, Utah - *Development Impact Fees*
- City of West Jordan, Utah - *Development Impact Fees*
- City of Woods Cross, Utah - *Development Impact Fees*

- Home Builders Association of Chesterfield County, Virginia - *Cash Proffer Study*
- Isle of Wight County, Virginia - *Cash Proffer Study*
- Graham Companies (Loudoun County, Virginia) - *Evaluation of Dulles Sewer District*
- City of Suffolk, Virginia – *Water and Sewer Availability Charges*
- Jefferson County, West Virginia - *Development Fees*
- City of Eau Claire, Wisconsin - *Public Facilities Needs Assessment*
- City of Kenosha, Wisconsin - *Evaluation of CIP Process*
- City of Casper, Wyoming - *Development Impact Fees*
- Teton County, Wyoming – *Transit Impact Fee*

EDUCATION

Ph.D., Planning, Governance, and Globalization, Virginia Tech

M.A., Urban and Regional Planning, University of Florida

B.A., Education, University of Florida

SPEAKING ENGAGEMENTS

- "Impact Fees", Utah City Engineers Association.
- "Funding the Infrastructure Gap," American Planning Association National Conference
- "Preparing the Impact Fee Ordinance," Institute of Continuing Legal Education in Georgia, Land Use Law Program
- "Development Impact Fees," Association of Idaho Cities Conference
- "Reasonable Impact Fees," National Association of Home Builders Conference
- "Impact Fees: The Good, The Bad and The Ugly," Continuing Legal Education International, Growth Management Conference
- "Do Impact Fees Fit Your Comprehensive Revenue Strategy?" Rocky Mountain Land Use Institute Conference
- "Developing a Capital Improvements Program," Utah League of Cities & Towns Conference

PUBLICATIONS

Paul Tischler, Dwayne Guthrie and Nadejda Mishkovsky. 1999. "Introduction to Infrastructure Financing" IQ Service Report, Vol. 31, No. 3. Washington, DC: International City/County Management Association.

Proposer's References

The following section provides references from similar projects performed for local government clients within the last five years. Please note that all TischlerBise staff members proposed for Jefferson County have the capacity to complete the County's project in a timely and professional manner. The "Proposer's Statement of Relevant Experience" form is included at the end of this proposal.

Stafford County, Virginia- *Transportation Impact Fee (2008)*

Jeff Harvey, Planning Director
1300 Courthouse Rd.
Stafford, VA 22554
(540) 658-8668

TischlerBise was retained by Stafford County, Virginia, to analyze potential impact fee funding to meet the demands for road improvements generated by new development in the County. Funding substantial road improvements is a relatively new role for local governments in the Commonwealth of Virginia, and impact fees offer one component to assist with the provision of this infrastructure. The County currently has an impact fee program in place for limited subareas of the County, initially adopted in 2003 under previous State enabling law. TischlerBise was hired to conduct a new study for Countywide fees that are intended to replace the existing program. TischlerBise developed draft impact fees that lessened the impact on nonresidential development through a variety of means. TischlerBise continues to work with the County to further refine the approach and fees with the Board of Supervisors' goal to eliminate impact fees on nonresidential development.

City of Post Falls, Idaho —*Updated Impact Fees (2006; 2010)*

Eric Keck, City Manager
408 N. Spokane St.
Post Falls, Idaho 83854
(208) 773-3511
ekeck@postfallsidaho.org

TischlerBise was retained to review and update the City of Post Falls' impact fee program. Three fee categories were included: Parks, Public Safety, and Roads. TischlerBise developed the City's initial program approximately ten years ago with interim fee updates conducted internally by the City. This assignment includes updating capital improvement plans and calculating impact fees for each fee category. The Parks fee includes two different types of parks, for which current levels of service have been maintained over the past ten years, as well as recreation center space. The Public Safety fee includes space for Police facilities as well as Communications infrastructure such as wireless towers, and the Roads fee is based on a long-range plan of improvements needed to accommodate growth.

City of Sandpoint, Idaho – Capital Improvement Plan and Impact Fee Study (2011)

Jeremy Grimm, AICP, Planning Director

(208) 255-1738

jgrimm@ci.sandpoint.id.us

TischlerBise conducted an impact fee study and capital improvement plan for the City of Sandpoint, Idaho. Five fee categories are included: Parks, Police, Fire, Streets, and Multi-use Pathways. TischlerBise was hired to update the City's existing program that did not account for variations by land use type. In addition with this update, TischlerBise included a progressive fee structure for residential units that varied the fee by size of housing unit. The fee schedule also promotes downtown development with a reduced fee to account for other tax-supported improvements. Finally, the fees include a new impact fee for Multi-use Pathways to support the City's planning and mobility objectives. The study included extensive public outreach with the City Council and Advisory Committee.

City of Coolidge, Arizona – Infrastructure Improvement Plans and Development Fees (2008)

Bob Flatley, City Manager

130 W. Central Avenue

Coolidge, AZ 85128

(520) 723-5361

bobf@coolidgeaz.com

TischlerBise was rehired to update the City's development fees for sewer, libraries, parks and recreation, police, fire/EMS, transportation, and general government facilities and vehicles. Located southeast of the Phoenix metropolitan area, the City expected an increase in population of 20,000 people over the next ten (10) years.

TischlerBise updated the development estimates and projections, reviewed the capacity of recently completed capital projects, updated current levels-of-service, and evaluated the City's most recently adopted CIP. The update also included bringing the City's development fees into compliance with recent changes in the state enabling legislation for municipalities to assess development fees. The most significant part of our effort was the creation of infrastructure improvement plans (IIPs) for each component of each development fee category.

District School Board of Pasco County – Calculated Impact Fees (2001; 2007; 2008)

Ray Gadd, Assistant Superintendent for Support Services

7227 Land O' Lakes Blvd.

Land O' Lakes, FL 34638

(813) 794-2509

TischlerBise recently completed our third engagement with the District School Board of Pasco County calculating impact fees. In our most recent engagement, TischlerBise revised the impact fee methodology to reflect more current pupil generation rates by type of housing unit, updated construction and land costs, 2007 level of service standards, and current revenue projections. TischlerBise also held several meetings with an advisory group made up of County and School District representatives, citizen groups, and the development community.

Project Approach and Work Scope

PROJECT UNDERSTANDING

Jefferson County last updated its school impact fee methodology and assumptions in 2011 and the other categories in 2002. The country's recent economic turmoil has significantly changed both the development industry and local government finances. As a result of the recession, development within Jefferson County has not been as expected. Many communities across the country are experiencing similar issues, which is an indication that impact fee assumptions should be revisited. Our recent experience with clients who last calculated their impact fees in the mid-2000's has shown several cases where *impact fee amounts have decreased*. This has been the result of slower development projections, lower construction costs, and fiscally constrained capital improvements plans. *In this new economic environment, Jefferson County has an opportunity to revisit and examine updated approaches for its impact fee program.*

PROJECT APPROACH AND METHODOLOGY

TischlerBise believes that one of the positive aspects of the recent economic downturn is that it will redirect focus on the fact that impact fees are a land use regulation rather than simply one-time revenues accruing from new development. Many communities lost this perspective during the building boom that occurred in most areas of the country from 2000 to 2007. **Revenue maximization was the focus of impact fees, rather than how an impact fee methodology and program could be crafted to help a community implement land use and economic policy objectives.**

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual impact fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on availability of data and the client's preferences. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable, because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a facility plan. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand, in this case, students.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate a development impact fee using the cost recovery approach, facility cost is divided by ultimate number of demand units the facility will serve. Excess capacity in elementary schools is an example.

Incremental Expansion Impact Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each school facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per student. The level-of-service standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional school facilities, as needed, to accommodate new development.

Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of the impact fee category will be dependent on which is most beneficial for the County. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the various trade-offs with the County. There are likely to be policy and revenue tradeoffs depending on the capital facility and methodology. We recognize that "one size does not fit all" and create the optimum format that best achieves our clients' goals.

Each client is different, each fee category is different, and TischlerBise compares alternative methodologies to maximize revenues for our clients.

GIS Technology. TischlerBise routinely utilizes GIS technology to add value to the evaluation of infrastructure needs and assessing financing alternatives (including impact fees). This includes assessing existing land use, performing a GIS-based land suitability analyses that can be used to define service areas, determination of pupil generation rates, project demands for facilities, and coordinate CIP investment.

Development Projections. Projecting future residential and nonresidential development is more difficult now than in the past due to the recent economic downturn. This is compounded by shifting trends in the housing market as a result of changing demographics and lifestyle choices. TischlerBise's extensive national experience conducting market analysis and real estate feasibility is invaluable in determining the appropriate development projections used in the impact fee calculations. This includes both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase the County's financial exposure, if project impact fee revenue is less than expected.

MANAGEMENT/COMMUNICATION PLAN

TischlerBise utilizes a project management process which ensures that our projects are completed on time, within budget, and most importantly that they yield results that match our clients' expectations. Our project management plan employs the following principles for successful projects:

- First, we begin by defining the project to be completed. Based on discussions that occur as part of our Project Initiation task, Carson Bise will identify the final project goals and objectives in collaboration with County staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- Second, we will plan the project schedule. As part of the Project Initiation task, Mr. Bise will work with relevant staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- Third, we will actively manage the project process. Mr. Bise has a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable for meeting the schedule, budget, and technical requirements of the project.
- Finally, we will review all project deliverables and communication through a formal quality assurance process that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to relevant staff, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a formal checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise will be responsible for the second set of reviews comparing the work product to the completed quality checklist form.

Proposal Documents to be Returned

TischlerBise has included the following documents, as requested by Jefferson County, in addition to our proposal narrative:

- Proposal Form
- Non-Collusion Affidavit
- Proposer's Statement of Insurance Coverage
- Proposer's Statement of Relevant Experience

PROPOSAL FORM
Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

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

c/o Jefferson County Engineering Department
Office of Impact Fees
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414

From: TischlerBise, Inc.
Name of Proposer
4701 Sangamore Road, S240
Mailing Address
Bethesda, MD 20816
County, State, Zip Code

CONTRACTOR'S PROPOSAL

The undersigned Proposer agrees that he will contract with the Jefferson County Commission to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take as full payment the amount set forth herein.

RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this proposal:

- a. Notice of Request For Proposals
- b. Instructions To Proposer
- c. Terms and Conditions
- d. Scope of Work
- e. Proposal Form
- f. Non-Collusion Affidavit
- g. Proposer's Statement of Insurance Coverage
- h. Proposer Statement of Relevant Experience
- i. Additional information provided by the Proposer as required

Proposer acknowledges receipt (if applicable) of Addenda Number(s) , , , and .

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The Jefferson County Commission reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A. The County may choose to proceed with impact fee analyses for fewer than the four, and potentially only one of the identified categories. For each of the categories below, please provide an individual cost proposal to complete all necessary work to develop a fee schedule for that one category, assuming that the analysis and fee calculation for only that category will be pursued:

1. Schools impact fee analysis/calculation:

Amount Bid \$ \$19,500.00
 Amount Bid in Words Nineteen thousand five hundred dollars

2. Law Enforcement impact fee analysis/calculation:

Amount Bid \$ \$9,340.00
 Amount Bid in Words Nine thousand three hundred forty dollars

3. Parks and Recreation impact fee analysis/calculation:

Amount Bid \$ \$12,440.00
 Amount Bid in Words Twelve thousand four hundred forty dollars

4. Fire and Emergency Services impact fee analysis/calculation:

Amount Bid \$ \$11,440.00
 Amount Bid in Words Eleven thousand four hundred forty dollars

B. Cost proposal to complete the full scope of work, including analysis and calculation of fee schedules for all four identified categories. If the Proposer realizes an economy of scale by performing the scope of work for all four of the impact fee categories, then this Full Scope Total Amount to complete the full scope of work for all four categories need not be equal to the sum of the individual category bid amounts provided above.

Full Scope Total Amount Bid \$ \$52,720.00

Full Scope Total Amount Bid in Words Fifty-two thousand seven hundred twenty dollars

TischlerBise, Inc.

Company Name of Proposer

471 Sangamore Road, S240

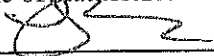
Mailing Address (PO Box or Street Address)

Bethesda, MD 20816

City, State, Zip Code

Carson Bise, AICP

Name of Authorized Representative


 Signature

President

Title

S Corporation

Type of Business (Corp, Partnership, Sole Proprietorship)

(800) 424-4318

(301) 320-4860

Telephone Number

Facsimile Phone Number

NON-COLLUSION AFFIDAVIT
(To Be Completed, Notarized, and Submitted With Bid)

Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE


Jefferson County Commission
Jefferson County, West Virginia

“ TischlerBlise, Inc., Proposer, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

TischlerBlise, Inc.
Proposer Name (Person, Firm, Corp.)

4701 Sangamore Road, S240
Address


Bethesda MD 20816
City State Zip Code

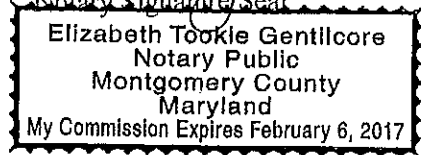

Authorized Representative's Signature

Carson Blise, AICP
Authorized Representative's Name (Typed)

President
Authorized Representative's Title

Date of Signing: 6/14/2013


Notary Signature/Seal



**PROPOSER'S STATEMENT
Of
INSURANCE COVERAGE**

Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals – Recalculation of Impact Fees & Fee Schedule Update. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, and agrees to name the Jefferson County Commission as Additional Insured for the work specified and provide certificates of insurance for the insurance coverage.

Insurance Required:


- Workmen's Compensation and Employment Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the limits listed below:

Bodily Injury \$500,000 each person
\$500,000 each occurrence

Property Damage \$100,000 each occurrence

TischlerBlise, Inc.

Name of Proposer (Person, Firm, or Corporation)



Signature of Proposer's Authorized Representative

Carson Blise, AICP, President

Name & Title of Authorized Representative (Typed)

6/14/2013

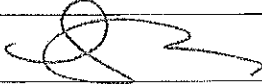
Date of Signing

PROPOSER STATEMENT OF RELEVANT EXPERIENCE
Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

List five references which your firm provided impact fee analysis/calculation services for a Municipal, County, or other governmental unit within the last six years.

I hereby certify that I have performed the work listed below:

Name of Proposer: TischlerBise, Inc.

Signature of Proposer:  _____

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE
Stafford County, VA - Transportation Impact Fee	2008	\$108,200	Jeff Harvey, Planning Director	(540) 658-8668
City of Post Falls, ID - Updated Impact Fees	2010	\$44,380	Erik Keck, City Manager	(208) 773-3511
City of Sandpoint, ID - CIP and Impact Fee Study	2011	\$58,440	Jeremy Grimm, Planning Director	(208) 255-1738
City of Coolidge, AZ - IIP and Development Fees	2008	\$23,600	Bob Flatley, City Manager	(520) 723-5361
Pasco County, FL School Board - Impact Fees	2008	\$3,800	Ray Gadd, Assist. Superintendent of Support Services	(813) 794-2509



JEFFERSON COUNTY, West Virginia

Departments of Planning and Zoning

116 East Washington Street, 2nd Floor

Charles Town, WV 25414

Email: planningdepartment@jeffersoncountywv.org

Phone: (304) 728-3228

Email: zoning@jeffersoncountywv.org

Fax: (304) 728-8126

MEMORANDUM

TO: Jefferson County Commission
FROM: Jennifer M. Brockman, AICP, Director, Planning and Zoning;
Jefferson County Planning Commission;
Jefferson County Board of Zoning Appeals
DATE: July 9, 2013
RE: 4th Quarterly Report for Planning and Zoning Departments, Planning Commission and Board of Zoning Appeals for FY 12-13 (April – June, 2013) AND Annual Report of Planning Commission

1. Projects Undertaken in 4th Quarter (New this Quarter):

a. Long Range Planning:

- On-going --Goals and Objectives for Envision Jefferson 2035 (2014 Comprehensive Plan) and edits – see progress in “Projects Underway” section below

b. Major Site Plans or Subdivisions (PC):

- Morgan’s Grove Market Site Plan requested determination of completeness by Planning Commission prior to submission of all required documentation (conditionally and provisionally approved 6/11/13; PH scheduled for 7/9/13)

c. Zoning Text Amendments (PC):

- Proposed text amendments to the following sections of the Zoning and Land Development Ordinance: 2.2, 4.10, 5.7, 5.8, 8.5, 9.5, 10.5, 11.1, and 12.2 (PC Public Hearing 6/11/13)
- Consideration of County Commission Motion requesting Planning Commission action related to a proposed draft amendment to the Residential-Light Industrial-Commercial Zone and the Commercial-Industrial Zone (6/11/13 – action continued to July)
- Discussion regarding previously recommended proposed text amendments to the Zoning and Land Development Ordinance regarding the creation of new commercial and industrial zoning categories and related amendments (6/11/13 – action continued to July)

d. Subdivision Regulation Text Amendments (PC):

- Ongoing -- Stormwater Management Regulations and related Amendments to the Jefferson County Subdivision Regulations – see progress in “Projects Underway” section below; PC Workshop held 6/25/13

e. Zoning Certificates:

- 20 requests for Zoning Certificates undertaken in 4th Quarter FY 13 (see details below)

- f. Zoning Map Amendments (PC):
 - No new Zoning Map amendments this quarter
- g. Conditional Use Permits/Neighborhood Compatibility Meetings (BZA):
 - No new CUPs this quarter

2. Projects Completed (for entire FY 13):

a. Long Range Planning:

- Envision Jefferson 2035 (2014 Comprehensive Plan)
 - draft Existing Conditions completed;
 - draft Goals and Objectives prepared for joint meeting with County Commission and July public input meetings
 - see progress in "projects underway" section below
- US 340 East Gateway Corridor Plan -- CC Public Hearing 10/4/12; County Commission voted to take no action on the Plan at this time and informally recommended that it be forwarded to the Steering Committee for their reference 11/15/12

b. Approval of Major Site Plans or Subdivisions (PC):

- Old Route 340 Business Park Subdivision Final Plat (approved 3/12/13)
- Old Route 340 Business Park CIS Amendment (approved 3/12/13)
- Morgan's Grove Market Site Plan requested determination of completeness by Planning Commission prior to submission of all required documentation (denied 1/8/13; conditionally and provisionally approved 6/11/13)
- Morgan's Grove Market Early Grading Waiver Request (approved 1/8/13)
- Sheetz Expansion Concept Plan -- 8/14/12
- Morgan's Grove Market Concept Plan -- 12/11/12

c. Zoning Text Amendments (PC):

- Zoning Text Amendment regarding proposed new commercial zoning categories -- recommended for approval by PC 6/12/12; CC PH 9/6/12; County Commission voted to table any action on the new categories until after the 2014 Comp Plan is completed (10/25/12)

d. Subdivision Regulation Text Amendments (PC):

- Amendments related to Stormwater Management Regulations underway

e. Zoning Certificates Approved:

- ZC 13-25 -- William E. Knode/Daniel Tokar; Blacksmith Shop, Warehouse, Workshop; Approved 6/18/13
- ZC 12-24 -- Permelynn of Westchester Inc/TNT Fireworks; Temporary sale of legal fireworks; Approved 6/18/13
- ZC 13-23 -- Robert T. Edwards; Home Occupation Level II; home based asphalt repair business; Approved 6/18/13
- ZC 13-22 -- George Rushizky/Dynis Inc (on behalf of AT&T); wireless facility colocation; Approved 6/17/13
- ZC 13-18 -- B. Lee Snyder/Dynis Inc (on behalf of AT&T); wireless facility colocation; Approved 6/13/13

- ZC 13-19 – PNGI Charles Town Gaming LLC/Jeff Burnes; temporary tent in parking lot; 6/12/13
- ZC 13-14 – Summit Point Automotive Research Center, LLC (SPARC)/Barbara Scott; Extension of Jefferson Circuit and additional skid pad for training/testing facility; Approved 5/31/13
- ZC 13-17 – American Towers LLC/Michael Bieniek; Wireless Facility Co-location; Approved 5/30/13
- ZC 13-16 – Frank E. Hardy, Sr; Agricultural Repair Center; Approved 5/28/13
- ZC 13-15 – Twin Ridge Orchards Co. Inc/Black Dog Coffee Company; Coffee Roastery; value added production; wholesale and retail sales; Farmer's Market; Approved 5/28/13
- ZC 13-13 – Shenandoah Lanes; Brewpub with small vat beer production; Approved 5/15/13
- ZC 13-11 – Sbaba, LLC/Praveen Khurana; Restaurant; on and off- premises food; on-premises alcohol; Approved 5/13/13
- ZC 13-12 – WV340, LLC/David Janda (BHC, Inc.); Frozen Yogurt shop including outdoor seating; Approved 5/1/13
- ZC 12-15 – The Marty Mart Group, LLC (Martha Wareing); weekend sale if seafood in gas station parking lot; Approved 4/26/13
- ZC 13-10 – Antonio Colandrea; Convenience Store; ABC off-premises sale; restaurant; video lottery; Approved 4/24/13
- ZC 13-09 – David Rampersaud; Thrift Shop; Approved 4/24/13
- ZC 13-07 – Twin Oaks, LLC; Farm Market; Approved 4/18/13
- ZC 13-06 – Sunnyside Limited Partnership/Dynis, Inc.(AT&T); Wireless Facility Co-location; Approved 3/7/13
- ZC 13-05 – American Towers, LLC/Dynis, Inc. (AT&T); Wireless Facility Co-location; Approved 3/7/13
- ZC 13-03 – Wayne and Renee Moore; General Store and Deli; Approved 2/22/13
- ZC 13-02 – Erik Jones; Cottage Industry, Catering Business; Approved 2/28/13
- ZC 13-01 – Noel Henderson; Home occupation, warehousing inventory and wholesale distribution of veterinarian supplies and pharmaceuticals; Approved 2/26/13
- ZC 12-04 -- Jesse Morgan; Microbrewery with tasting room, pub style restaurant, store, country inn, office, 2-family dwelling; Approved 2/15/13
- ZC 12-26 – Mark O'Dell; Shooting Range; Approved 1/18/13
- ZC 12-25 – Sandra Taylor; Bed and Breakfast including 3-4 receptions annually; Approved 12/6/12
- ZC 12-24 – National Humane Society (Briggs Animal Adoption Center); Pet cemetery as accessory use; Approved 10/24/12
- ZC 12-22 – Lee Ann Goldrick and Steve McKinney; convenience store including the sale of alcohol; Approved 10/5/12
- ZC 12-13 – W. Lee Baihly; Food service accessory to existing river recreation nonconforming use; Approved 8/23/12
- ZC 12-20; Ron Meadows; Sale of BBQ from parking lot; Approved 8/29/12
- ZC 12-18 – Judy Bolyard; Antiques and home furnishings consignment; Approved 8/16/12
- ZC 12-17 – Brian Carter; Weekend Sale of BBQ in parking lot; Approved 8/15/12
- ZC 12-16 – Linda Losey; Farm Brewery and Winery; Approved 8/13/12

Zoning Certificates Denied:

- ZC 13-08 – Frank E. Hardy, Sr; Change in Nonconforming Use to allow Auto Body Shop; Denied 5/16/13
- ZC 12-21 – James and Lisa Boyer; Dog Kennel; Denied 11/20/12
- ZC 12-19 -- Claude Payne, Jr; Farm Market; Denied 11/20/12
- ZC 12-23 – Amy Cockerille; Taxi Service; Denied 10/3/12
- ZC12-14 – Michelle Krassowski; Expansion of Doggie Day care to include boarding cats; Denied 7/31/12

f. Zoning Map Amendments (PC)

- Land-owner initiated petition to amend the County Zoning Map for a 3.94 acre property owned by Aitcheson Family Trust (Roger and Wanda Perry) and Frederica Adkinson located southwest of Bolivar/Harpers Ferry to the Residential-Light Industrial-Commercial (RLIC) zone – PC PH 12/11/12; CC PH 1/31/13; Approved by County Commission 3/7/13
- Land-owner initiated petition to amend the County Zoning Map for a 8.07 acre property owned by John D. Lowe located west of Shepherdstown to the Residential-Light Industrial-Commercial (RLIC) zone – PC PH 10/23/12; CC PH 1/10/13; Approved by County Commission 2/7/13
- Land-owner initiated petition to amend the County Zoning Map for a 34.27 acre property owned by John and Mike Thomas (Jefferson Asphalt Products, Inc) located west of Charles Town to the Residential-Light Industrial-Commercial (RLIC) zone – PC PH 10/23/12; CC PH 1/10/13; Approved by County Commission 2/7/13
- Land-owner initiated petition to amend the County Zoning Map for a 2.39 acre property owned by the Bank of Charles Town located near Bolivar/Harpers Ferry to the Residential-Light Industrial-Commercial (RLIC) zone – PC PH 10/9/12; CC Public Hearing on this petition postponed at request of applicant (11/15/12)
- Land-owner initiated petition to amend the County Zoning Map for a 8.98 acre property owned by Gene Capriotti to the Residential-Light Industrial-Commercial (RLIC) zone -- Approved by County Commission 7/19/12

g. Conditional Use Permits (CUP)/Neighborhood Compatibility Meetings (NCM) (BZA):

- Rippon Brewing LLC, US 340 and Withers Larue, 2 acres – CUP Extension for 18 months, BZA Approval of CUP Extension Approved 10/18/12
- CP 12-04 issued for Sheetz Expansion 8/15/12
- River Country Store and Deli, 2142 Mission Road, 2.002 acres – NCM held 5/30/12; BZA Approval of CUP with Conditions 7/19/12
- Black Bear Camp and RV, 2128 Mission Road, 15.47 acres -- NCM held 5/30/12; BZA Denied CUP 7/19/12

3. **Proposed Projects/Underway (during the 4th Quarter -- not completed):**

a. Long Range Planning:

- Envision Jefferson 2035 (2014 Comprehensive Plan):
 - Phase 1: 2014 Plan Start Up/Organization – including formation of Steering Committee and establishment of website (completed)
 - Phase 2: Existing Conditions Data Collection, Mapping and Trends Analysis – including coordination with Technical Advisory Committee (draft nearing completion)

- Phase 3: Issues Analysis and Visioning – including 17 Lunch and Learn Session with various service providers; a series of 4 Public Input meetings in February and March; an on-line survey (Completed)
 - Phase 4: Goals and Objectives (underway – anticipated completion: August)
 - Phase 5: Plan Recommendations and Implementation Strategies (to begin in Fall 2013)
 - Phase 6: Plan Adoption (Summer – Fall 2014)
- b. Major Site Plans or Subdivisions Under Review:
- Morgan’s Grove Market Site Plan requested determination of completeness by Planning Commission prior to submission of all required documentation (conditionally and provisionally approved 6/11/13; PH scheduled for 7/9/13)
- c. Zoning Text Amendments:
- Proposed text amendments to the following sections of the Zoning and Land Development Ordinance: 2.2, 4.10, 5.7, 5.8, 8.5, 9.5, 10.5, 11.1, and 12.2 (PC Public Hearing 6/11/13; discussion and recommendation scheduled for 7/9/13)
 - Consideration of County Commission Motion requesting Planning Commission action related to a proposed draft amendment to the Residential-Light Industrial-Commercial Zone and the Commercial-Industrial Zone (6/11/13 – action continued to 7/9/13)
 - Discussion regarding previously recommended proposed text amendments to the Zoning and Land Development Ordinance regarding the creation of new commercial and industrial zoning categories and related amendments (6/11/13 – action continued to 7/9/13)
- d. Subdivision Regulation Text Amendments (PC):
- Development of stand-alone Stormwater Management and related Amendments to the Jefferson County Subdivision Regulations (Engineering and their consultant is lead; but planning and PC input is required); PH scheduled for 7/9/13
- e. Zoning Certificates Pending:
- ZC13-26 – Dynis, Inc (on behalf of AT&T)/ Thomas LaFevre; Wireless Facility Co-location; TBD
 - ZC13-27 – Shenandoah Personal Communications/ John Darnall; Wireless Facility Co-location; TBD
- 4. Items Requiring Commission Attention (Upcoming):**
- a. Joint Meeting with Steering Committee scheduled for July 18, 2013, 7 pm
- b. Envision Jefferson 2035 – 2nd Series of Public Meetings -- “What we Heard” from February/March Meetings; Draft Goals and Objectives Presentation and Feedback; and Initial Future Land Use Visioning exercise
- Saturday, July 27, 2013, 9:30 am – noon, Sam Michaels Park gym
 - Tuesday, July 30, 2013, 7 – 9 pm, War Memorial Building, Shepherdstown
- c. County Fair – Envision Jefferson 2035 booth – Public Outreach and Input opportunity
- Monday August 19 – 23; 3 pm – 7 pm

FY 2013 Work Plan 4th Quarterly Report to the County Commission (April - June 2013)

ANNUAL REPORT

PRIORITY	PROJECTS	TIME FRAMES from FY 12-13 Work Plan	Status or Number Completed (July 12 – Sept. 12)	Status or Number Completed (Oct. 12 – Dec. 12)	Status or Number Completed (Jan. 13 – March 13)	Status or Number Completed (Apr. 13 – June 13)
	Day to Day Customer Service	on-going				
	Walk in Customers - general information, zoning requests, process questions		206	147	172	208
	Information Request Forms		43	29	37	17
	Pre-proposal Conferences		4	10	11	6
	Zoning Certificates Processed		5 Issued/1 Denied/5 Pending	3 Issued/3 Denied/2 Pending	7 Issued/0 Denied/2 Pending	17 Issued/1 Denied/2 Pending
	Call-in customers - general info, zoning, questions		479	427	460	463
	E-mail to general planning/zoning mailboxes (note: individuals receive over 100 per month each)		1273	635	1064	889
	Day to Day Development Review Responsibilities:	on-going				
	Minor Site Plans		2	0	2	1
	Major Site Plans, including Concept Plans		1 (Sheetz Concept Plan)	2 (Morgan's Grove Concept Plan and Site Plan submitted)	1 (340 Business Park CIS amendment)	0
	Merger Deeds, Lot Line Adjustments		7	4	3	10
	Minor Subdivision Plats		2	0	4	0
	Major Subdivision Plats (Concept, Preliminary, Final)		0	0	1 (340 Business Park)	0
	Conditional Use Permits/Neighborhood Compatibility Meetings		2 public hearings (River Country Store and Deli; Black Bear Camp and RV)	1 extension request (Rippon Brewing LLC)	0	0
	Zoning Variances (requirements, dimensional variances, CUP Time extensions)		5	6	14	6
	Appeal of Zoning Administrator's Decision		1	0	0	1
	Subdivision Waivers/Variances including requests related to time frames or requirements submittals		5	4	2	1
	Zoning Map Amendments (Rezoning)		4	0	0	0
	Staff to Planning Commission meetings, including staff reports and presentations	on-going	3 Regular Meetings 10 staff report related to land development applications	4 Regular Meetings ; 7 staff reports related to land development applications	3 Regular Meetings ; 6 staff reports related to land development applications	3 Regular Meetings ; 6 staff reports related to land development applications
	Staff to Board of Zoning Appeals meetings, including staff reports and presentations	on-going	3 BZA meetings 8 staff reports for land development applications	3 BZA meetings 7 staff reports for land development applications	3 BZA meetings; 9 staff reports for land development applications	2 BZA meetings; 6 staff reports for land development applications
	Various non-PC and non-BZA Meetings including participation in County Commission; other agencies such as WAC, JCDA, Health Department, PSD, HEPMPD TAC, WIP II Work Group; other Region 9 Meetings as requested; and follow up meetings with applicants and their representatives	on-going	JB - 141 meetings attended; SR - 103 meetings attended; SB - 92 meetings attended	JB - 141 meetings attended; SR - 97 meetings attended; SB - 95 meetings attended	JB - 145 meetings attended SR - 109 meetings attended SB - 105 meetings attended	JB - 66 meetings attended SR - 108 meetings attended SB - 103 meetings attended



**State of West Virginia
Department of Military Affairs and Public Safety**

Earl Ray Tomblin, Governor

STATE FIRE MARSHAL'S OFFICE


1207 Quarrier St. 2nd Floor

Charleston, WV 25301

Phone: (304) 558-2191

Fax: (304) 558-2537

MEMORANDUM

TO: All West Virginia Municipalities and County Commissions
FROM: Anthony W. Carrico, Acting State Fire Marshal 
DATE: July 23, 2013
RE: State Building Code and Certification of Building Code Officials and Inspectors

The State Fire Commission has final filed Legislative Rule, Title 87, Series 4, "State Building Code" with the Secretary of State's Office with an effective date **September 1, 2013**.

Pursuant to W.Va. Code 8-12-13 and 7-1-3n, respectively, each municipality and county wishing to adopt and enforce the State Building Code locally will have to formally adopt the new editions by ordinance within one year of the promulgation of this State Building Code, and submit a copy to the State Fire Commission at:

State Fire Commission
ATTN: Building Code Adoption
1207 Quarrier Street, 2nd Floor
Charleston, WV 25301

Each ordinance must include any of the appendices your city or county wishes to enforce. Adopting the specific code(s) does not automatically adopt the appendices. Most of the codes have local inserts that must be included in the adopting ordinance. You do not have the option to pick and choose which sections of the code you are adopting. You either adopt it in full, or not at all, pursuant to 8-12-13 (b), and 7-1-3n(b).

The New Codes are:

2012 International Building Code
2009 International Residential Code
2012 International Existing Building Code
2012 International Plumbing Code
2012 International Mechanical Code
2012 International Fuel Gas Code
2009 International Energy Conservation Code

2009 ICC/ANSI A117.1 Accessible & Usable Buildings
2012 International Property Maintenance Code
2011 National Electric Code (NFPA 70)

There is one major amendment which is part of the code(s) and is included in the adoption:

§87-4-5 Fire Protection of Floors in Residential Buildings

5.1 New one and Two Family Dwellings over one level in height, New One and Two Family Dwellings containing a basement, and One and Two Family Dwellings containing a crawl space containing a fuel burning appliance below the first floor, shall provide for one of the following methods for fire protection of floors: (1) A ½ inch (12.7 mm) gypsum wallboard membrane, 5/8 inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member; (2) Wood floor assemblies using dimensional lumber or structural composite lumber equal to or greater than 2 inch by 10 inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance; or (3) An Automatic Fire Sprinkler System as set forth in section R313.2 of the 2009 edition of the International Residential Code for One and Two Family Dwellings: *Provided*, That floor assemblies located directly over a space protected by an automatic sprinkler system as set forth in section R313.2 of the 2009 edition of the International Residential Code for One and Two Family Dwellings are exempt from this requirement.



STATE OF WEST VIRGINIA
 State Tax Department, Tax Account Administration Div
 P.O. Box 2991
 Charleston, WV 25330-2991



Earl Ray Tomblin, Governor

Mark W. Matkovich, Acting Tax Commissioner

JEFFERSON CO COMMISSION
 PO BOX 250
 CHARLES TOWN WV 25414-0250

Letter Id: L2055335808
 Issued: 07/15/2013
 Account #: 2244-7592
 Period: 06/30/2013

Re: Refund Decreased

To Whom It May Concern:

The West Virginia State Tax Department reviewed your Motor Fuel Refunds return for the tax period ending 06/30/2013. The refund of \$22,858.40 has been decreased for the following reason(s):

The refund was reduced due to a mathematical error on the 2011-2012 fiscal year return by \$1,283.50. The refund was reduced due to a mathematical error concerning the tax rate for Fuel Oil. The proper tax rate is .129 for 7/1/12 - 12/31/12 and .142 for 1/1/13 - 6/30/13.

The refund in the amount of \$19,690.96 has been approved and is being processed.

You are hereby served with notice that if you have any objections to this decrease overpayment of tax, you must file a petition for reassessment with the independent Office of Tax Appeals at their address, P.O. Box 2751, Charleston, WV 25330-2751 within sixty (60) days from receipt of this letter. You may obtain the required petition for reassessment from the Office of Tax Appeals at their website, www.wvota.gov. If you fail to file the aforesaid petition within the time prescribed by law, the decreased overpayment shall become conclusive.

Should you need further assistance concerning this matter, please contact Mark Waid at (304) 558-8624.

Sincerely,

MW

Diana L. Webb, Tax Unit Supervisor
 Excise Tax Unit
 Tax Account Administration Division

Jefferson County Commission

JUL 18 2013

RECEIVED

awL004 v.18



JEFFERSON COUNTY, West Virginia

Departments of Planning and Zoning
116 East Washington Street, 2nd Floor
Charles Town, WV 25414

Email: planningdepartment@jeffersoncountywv.org

Phone: (304) 728-3228

Email: zoning@jeffersoncountywv.org

Fax: (304) 728-8126

June 13, 2013

Mr. Gregory Bailey, PE
Director, Engineering Division
West Virginia Division of Highways
State Capitol Complex, Building 5
1900 Kanawha Boulevard East
Charleston, West Virginia 25305-0430

RE: State Project: U319-340-0.00 02/Federal Project: NH-0340(030)
US 340 Improvement Study

Dear Mr. Bailey:

At the June 11, 2013 Planning Commission meeting, the Jefferson County Planning Commission discussed the new alternative alignments for the proposed widening of US 340 South to the Virginia line and would like the following comments entered into the record for the Public Hearing held June 3, 2013.

The Jefferson County Commission has stated that widening this section of US 340 to four lanes is a high priority for business development within the County. The Planning Commission requests that the decisions related to the final Preferred Alignment and Record of Decision be made expeditiously to allow future development decisions and current property owners within the Preferred Alignment to have some certainty as to the future. Further, it is critical that the design of this four-lane section of road occur in a manner that ensures that it is a free-flowing limited access highway with limited potential for future traffic signals. To this end, the Planning Commission would like the following thoughts considered as the design is undertaken:

- Please note that if a four-lane road is located in this area, it is likely that the adjoining land uses will change to a more intense use (such as commercial or industrial uses) and the DOH should take more intense land uses into consideration when designing the road;
- In order to provide for a free-flowing corridor that allows traffic to move quickly, the design needs to take into consideration access management principles and be designed in a way to minimize the need for future traffic signals;
- Where possible, provide for a parallel frontage road to serve the existing driveways that front on the road currently, to minimize the number of direct accesses to a four-lane road;

- Design and construct a separated bike path along this route to continue the path currently along Route 9 for the use of Jefferson County citizens and the many tourists that visit the County via bicycle (recommend a minimum of 12 feet from the edge of pavement and a paved bike path is a minimum of 10 feet);
- Provide landscaping along the corridor in a way that complements the history and culture of this area of the County; and
- Design the road in a manner that is sensitive to the significant historic features that are found in this area of the County.

On behalf of the nine members of the Jefferson County Planning Commission, these comments are being submitted as part of the Public Comment being solicited by the West Virginia Division of Highways.

Sincerely,



Paul G. Taylor, President
Jefferson County Planning Commission

CC: Jefferson County Commission



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

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

Earl Ray Tomblin
Governor

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

July 11, 2013

To Whom It May Concern:

The Statewide Transportation Improvement Program (STIP) is a financially constrained document required to show planned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) expenditures for federal fiscal years 2013-2018. One of the requirements to funding any project with FHWA or FTA funds is that each proposed project undergoes a public "review and comment period". Therefore, additions or deletions to the STIP and certain changes to projects currently in the STIP must meet this requirement before federal funds can be obtained. Accordingly, I am again requesting your assistance in making available (to anyone who wishes to review them) the attached listing of proposed amendment to the approved 2013-2018 STIP.

All written comments are to be received no later than July 29, 2013 and should be mailed to:

Anthony J. Carovillano, P.E., P.S.
Program Planning and Administration Division
West Virginia Division of Highways
Building 5, Room A-816
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305-0430

Should you have any questions, please contact Mr. Carovillano at (304) 558-9736.

RECEIVED

JUL 19 2013

Jefferson County Commission

GLB:Cs

Attachment

Very truly yours,

Gregory L. Bailey, P. E.
Deputy State Highway Engineer –
Planning and Programming

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

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2013-2018
PROGRAM AMENDMENT FOR 2013**

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	FEDERAL DOLLAR COST	TOTAL PHASE COST	FEDERAL COST CHANGE
PROJECT COMMENTS														
BARBOUR	2013	7		8/28/2013	TAP	ENG	NA	SIDEWALK SAFETY TO MOUNT VERNON SCHOOL	CONST SW, CROSSWALKS, SIGNS	U301 FLEMI 1 00	SRTS2012647D	\$30,000	\$30,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
BARBOUR	2014	7		1/28/2014	TAP	CON	NA	SIDEWALK SAFETY TO MOUNT VERNON SCHOOL	CONST SW, CROSSWALKS, SIGNS	U301 FLEMI 1 00	SRTS2012655D	\$85,000	\$85,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
BOONE	2014	1		4/28/2014	NRT	CON	NA	HATFIELD-MCCOY-COAL RIVER-BOONE CO 2012	MAINT EX TRAIL	U303 HATFI 1 00	NRT2012688D	\$32,000	\$40,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
BOONE	2014	1		8/28/2014	STP	CON	CO009	HEWETT CREEK RD (AC BANK)	REBUILD SHLDR	S303 9 00165 00	ACST0009225D	\$0	\$270,000	\$0
ADD NEW PROJECT														
FAYETTE	2013	9	MPO	8/28/2013	STP	CON	US060	HILTON VILLAGE-LOOKOUT (AC BANK)	SLIDE REPAIR	S310 60 03542 00	ACST0060???	\$0	\$880,000	\$0
ADD NEW PROJECT														
FAYETTE	2015	9	MPO	1/28/2015	NHPP	ENG	US019	NEW RIVER GORGE BR 6 YR BR INSP	6 YR BR INSP	T610 19 01537 00	NHPP0019349D	\$1,200,000	\$1,500,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
FAYETTE	2014	9	MPO	4/28/2014	STP	CON	WV041	THOMAS BURFORD PUGH MEM B	REPL(31X700),DS	S310 41 00001 00	STP0041059	\$10,480,000	\$13,100,000	\$6,181,289
144% COST INCREASE (>\$2M)														
GREENBRIER	2013	9		8/28/2013	TAP	ENG	NA	MEADOW RIVER 2012	STABILIZE BRIDGES	U313 MEADO 2 02	TEA2012582D	\$30,000	\$37,500	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
GREENBRIER	2013	9		8/28/2013	NRT	ENG	NA	MEADOW RIVER 2012	UPGRADE TRAIL	U313 MEADO 2 03	NRT2012669D	\$12,000	\$15,000	\$0
ADD NEW PROJECT														
GREENBRIER	2014	9		1/28/2014	TAP	CON	NA	MEADOW RIVER 2012	STABILIZE BRIDGES	U313 MEADO 2 02	TEA2012618D	\$170,000	\$212,500	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
GREENBRIER	2014	9		3/28/2014	NRT	CON	NA	MEADOW RIVER 2012	UPGRADE TRAIL	U313 MEADO 2 03	NRT2012690D	\$52,000	\$65,000	\$0
ADD NEW PROJECT														
GREENBRIER	2013	9		8/28/2013	TAP	ENG	NA	RAINELLE ELEMENTARY SCHOOL, SUMAC LANE	CONST SW, CROSSWALKS, SIGNS	U313 RAINE 5 00	SRTS2012650D	\$45,000	\$45,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
GREENBRIER	2014	9		1/28/2014	TAP	CON	NA	RAINELLE ELEMENTARY SCHOOL, SUMAC LANE	CONST SW, CROSSWALKS, SIGNS	U313 RAINE 5 00	SRTS2012657D	\$85,000	\$85,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2013-2018
PROGRAM AMENDMENT FOR 2013**

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	FEDERAL DOLLAR COST	TOTAL PHASE COST	FEDERALCOST CHANGE
PROJECT COMMENTS														
GREENBRIER	2013	9		8/28/2013	DF	CON	CO014/01	SHERWOOD LAKE RD	RESURF	S313 14/1 00008 00	FH0141001D	\$1,430,400	\$1,788,000	\$0
ADD NEW PROJECT														
HARRISON	2014	4		12/28/2013	STP	CON	US019	HEPZIBAH ROAD (AC BANK)	CIR	S317 19 01728 00	ACST0019347D	\$0	\$450,000	\$0
ADD NEW PROJECT														
HARRISON	2013	4		8/28/2013	STP	CON	CO048	JOHNSTOWN ROAD (AC BANK)	RESURF	S317 48 00000 00	ACST0048051D	\$0	\$225,000	\$0
CANCEL PROJECT														
HARRISON	2014	4		12/28/2013	STP	CON	CO023/09	OLD PHILIPPI PIKE (AC BANK)	RESURF	S317 23/9 00259 00	ACST0239011D	\$0	\$210,000	\$0
ADD NEW PROJECT														
HARRISON	2013	4		8/28/2013	NRT	CON	NA	SALEM TRAIL RESURFACING 2012	REPAIR EXISTING TRAIL	U317 SALEM 1 00	NRT2012701D	\$6,400	\$8,000	\$0
ADD NEW PROJECT														
LEWIS	2013	7		8/28/2013	NRT	CON	NA	HALEVILLE DOANVILLE TRAIL	CONST NON MOTOR TRAIL	S321 HALEV 1 00	NRT2011044D	\$35,000	\$43,750	\$0
CANCEL PROJECT														
MARION	2014	4		12/28/2013	TAP	ENG	NA	FARMINGTON PEDESTRIAN ACCESS	CONST SW, CURBS	U325 FARMI 2 02	TEA2012598D	\$9,600	\$12,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
MARION	2015	4		3/28/2015	TAP	CON	NA	FARMINGTON PEDESTRIAN ACCESS	CONST SW, CURBS	U325 FARMI 2 02	TEA2012634D	\$54,400	\$68,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
MINGO	2013	2		7/28/2013	ARMARK / GRAN	CON	US052	KING COAL HWAY BASE FAILURE	REPAIR BASE FAILURES	S330 52 03970 00	HPP0052301D	\$4,200,000	\$4,200,000	\$3,235,000
335% COST INCREASE (>\$2M)														
MORGAN	2013	5		8/28/2013	NRT	CON	NA	MORGAN COUNTY WALKING TRAIL	CONST NEW TRAIL	U333 TRAIL 1 00	NRT2011107D	\$80,000	\$100,000	\$0
CANCEL PROJECT														
PRESTON	2014	4		12/28/2013	STP	CON	CO047	CRANESVILLE ROAD (AC BANK)	HMA O/L	S339 47 00090 00	ACST0047050D	\$0	\$300,000	\$0
ADD NEW PROJECT														
PRESTON	2014	4		12/28/2013	STP	CON	CO033	INDEPENDENCE-GLADESVILLE ROAD (AC BANK)	RESURF	S339 33 00452 00	ACST0033369D	\$0	\$190,000	\$0
ADD NEW PROJECT														
ROANE	2014	3		1/28/2014	TAP	ENG	NA	SPENCER STREETScape 2012	CONST SW, LIGHTING, CROSSWALKS	U344 SPENC 1 04	TEA2012607D	\$18,146	\$22,683	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														

**STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FFY 2013-2018
PROGRAM AMENDMENT FOR 2013**

COUNTY	FFY	DISTRICT	GROUP	FUNDING OBLIGATION DATE	FUND TYPE	PHASE	ROUTE	PROJECT NAME	TYPE OF WORK	STATE PROJ. NUMBER	FEDERAL PROJECT NUMBER	FEDERAL DOLLAR COST	TOTAL PHASE COST	FEDERAL COST CHANGE
PROJECT COMMENTS														
ROANE	2014	3		5/28/2014	TAP	CON	NA	SPENCER STREETSCAPE 2012	CONST SW, LIGHTING, CROSSWALKS	U344 SPENC 1 04	TEA2012643D	\$102,832	\$128,540	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
WETZEL	2014	6		4/28/2014	NRT	CON	NA	RIVERFRONT TRAIL IMPROVEMENTS 2012	INST LIGHTING, TRASH RECEPT, BENCHES	U352 PADEN 1 00	NRT2012703D	\$25,600	\$32,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
WETZEL	2015	6		12/28/2014	NHPP	CON	WV002	ROUTE 7 SIGNAL	INSTALL TRAFFIC SIGNALS	U352 2 00529 00	NHPP0002542D	\$240,000	\$300,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
WETZEL	2013	6		8/28/2013	NHPP	CON	US250	US 250, LITTLETON SLIP REPAIR (AC BANK)	SLIDE REPAIR	S352 250 00780 00	ACNH0250217D	\$0	\$370,000	\$0
ADD NEW PROJECT														
STATEWIDE	2013	99		7/28/2013	HSIP	CON	NA	ADA TRAFFIC SIGNAL UPGRADE - 2013	UPGRADE PEDESTRIAN SIGNALS	U399 ADA/IM 3 00	HSIP2013060D	\$315,000	\$350,000	\$0
CANCEL-PROJECT NOT NEEDED														
STATEWIDE	2013	99		7/28/2013	CMAQ	CON	NA999	AUTOMATED INCIDENT RESPONSE SYSTEM	AUTOMATED INCIDENT RESPONSE	T699 AUTIN 1 00	CMAQ2014051D	\$240,000	\$300,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														
STATEWIDE	2014	99		10/28/2013	CMAQ	CON	NA999	TRAVEL TIME INITIATIVE	INRIX DATA TMC INTEGRATION	T699 INRIX 1 00	CMAQ2014052D	\$600,000	\$750,000	\$0
ADD NEW PROJECT (REDUCE ALLOCATION)														

Memorandum

To: BERKELEY, JEFFERSON AND MORGAN COUNTIES
From: JAMES STEVENSON, EXECUTIVE DIRECTOR
Date: 7/15/2013
Re: NEWLY REVISED CLIENT HANDBOOK FOR DRC

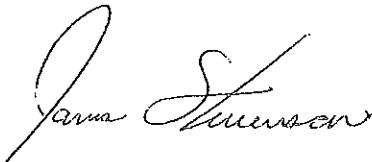
DEAR MAGISTRATES, JUDGES AND PROSECUTOR'S:

THE NEWLY REVISED CLIENT HANDBOOK FOR DRC CLIENTS IS AVAILABLE FOR YOU TO REFERENCE AS WELL AS MAKE COPIES FOR NEW REFERRALS. THE HANDBOOK HIGHLIGHTS PROCEDURES AND REQUIREMENTS FOR DAY REPORT CENTER CLIENTS AND PAYMENT PLAN PROCEDURES.

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT OUR OFFICE AT 304-267-5000 EXT 3961

THANK YOU

SINCERELY,



JAMES STEVENSON

EXECUTIVE DIRECTOR

Berkeley/Jefferson Day Report Center

Client Handbook & Procedures

406 South Raleigh Street
Martinsburg, WV 25401
304-267-5000 ext. 3961
Fax: 304-596-2047

Welcome

You have been referred to a non-residential program of the Community Corrections supervision in the State of West Virginia- The Berkeley/Jefferson Day Report Center (BJDRC).

The BJDRC is a community- based correctional program that has been designed to provide services for its clients for a minimum of 12 weeks to a maximum of 50 weeks. The BJDRC's programming is more intense than regular probation or home incarceration supervision. The requirements for reporting and contacts differ substantially from what you may be accustomed. In addition, the opportunity to make real progress in your life and to obtain needed skills is more readily available at the BJDRC.

The BJDRC staff consists of the Director, 2 DRC Officers/Case Managers, 2 Drug Testers/Community Services Officers, and Administrative Assistant. The BJDRC staff works daily with probation staff and the Home Incarceration and Community Service Officers in Berkeley & Jefferson County to coordinate your supervision in the community.

ELIGIBILITY REQUIREMENTS

BERKELEY/JEFFERSON DAY REPORT CENTER

Participants in the Berkeley/Jefferson County Day Report Center (hereinafter BJDRC) are referred by the Circuit Court, the Magistrate Court, the Prosecuting Attorney, the Defense Attorney, the Department of Health and Human Resources, the Probation Office, the Home Confinement Office, Parole and the Family Court.

To be eligible for referral, a person must be an adult charged with a non-violent felony or misdemeanor offense, which can be addressed by the Center's programs including issues with one or more of the following: substance abuse or dependency, anger management and/or domestic problems. All participants must submit to substance evaluations, random drug screens, PBT test if needed and participate in all forms of treatment classes inside and outside of the BJDRC.

If an offender has a prior felony conviction in which he/she used force against another person with intent to cause serious bodily harm or death, or if an offender is currently charged with a sexual offense, or any offense involving a child victim, or offense involving the illegal use of a firearm or other dangerous weapon, he/she is not eligible for the BJDRC.

If death or serious bodily injury occurred to any person during an offender's crime or if any offender used force against another person during the crime, he/she is not eligible for the BJDRC.

REFFERAL PROCESS

Referral to the BJCDRC is done through one of the following methods:

- Ordered by a Circuit Court Judge as a condition of *bond, probation, home incarceration or pre-trial diversion.*
- Ordered by a Circuit Court Judge as a *direct sentence.*
- Ordered by a Magistrate as a *direct sentence, as a condition of bond, probation, or home incarceration.*
- *Referral from Prosecuting Attorney as part of a diversion agreement, and*
- Ordered by the *Bureau of Prisons or Department of Corrections as part of the re-entry program, a requirement of home confinement, probation, or Department of Health and Human Resources.*

The primary purpose of the BJDCRC staff is to develop a program of counseling and instruction that addresses individual needs while at the same time addressing issues of public safety.

Programming at the BJDCRC is administered through services and sanctions. The services are carried out through assessments, treatment modalities and the reintegration process. Sanctions are carried out by the performance of community service and adherence to the Center rules and regulations.

Progression in the Program is totally dependent upon the client's success to constructively engage in all BJDCRC activities. Upon completion of the program, the client will be returned to probation for supervision, parole supervision or to the sentencing court for further review.

The staff will administer a variety of assessments in order to establish a foundation on which to begin appropriate treatment. Once the assessments are completed an **Individualized Program Components Contract (IPCC)** will be developed that will outline all treatment aspects/expectations. The client will be accountable for participating at the Center. Failure to fully participate in the programming requirements outlined in the contract will be considered a major violation of the BJDCRC rules and regulations.

If a client's offense is related to alcohol and/or drug use or if the assessment indicates substance abuse or dependence the client will be required to participate in substance abuse treatment, including AA and NA meetings. The client will be required to participate in appropriate treatment and education groups including any off site programming. Community Service will also be a requirement. Disability and or health conditions that interfere with a client's ability to fully participate in programming, including community service will be fully documented.

DAYS OF OPERATION

The BJDRC is opened Monday-Friday, from 8:30 am- 4:00pm. On Thursday evenings the BJDRC will remain open until 8:00pm. The Center offers scheduled evening classes for those clients who are employed during the normal day hours. These times can vary depending on the classes assigned. Saturdays are considered community service time.

During your time with the BJDRC, you are expected to participate in and attend all classes. If due to weather conditions, the DRC will follow Berkeley County Government. If Berkeley County Government closes the DRC programs will be rescheduled. If Berkeley County Government delays then those groups affected will be rescheduled. These same procedures would be followed for the Jefferson County office. *All other modifications or closures for weather will be announced on the local television station NBC 25 and the local radio stations WRNR, WEPM, and WKMZ.*

PROGRAMS OFFERED

DRUG AND ALCOHOL GROUP: This group is designed for individuals who have had problems of drug abuse/dependence. It is largely psycho-educational, providing individuals with a better understanding of addiction and how to effect positive change in their lives, a thorough discussion of relapse and how to deal with it. There will be a discussion of other mental health issues which may have significant impact on addiction. Other topics will be addressed based on the particular needs of the group. Discussion's of family relationships, self assessment of long-term goals, spiritual, health and other issues germane to leading a healthier lifestyle. Periodic drug testing will be included.

BATTERER INTERVENTION PREVENTION PROGRAMS (BIPPS) – the BIPP program is facilitated by one contracted employee with the aid of an assistant. The Batterer group has one class with a maximum population of 12. This 32-week intensive educational program focuses on changing violent behavior and changing attitudes that promote abusive behavior. It meets 1.5 hrs per week, 32 weeks for males, 27 weeks for females.

ANGER MANAGEMENT GROUP– Will consist of a small group of individuals who have had issues of anger over a period of time. The group will provide psycho-educational information about the theory of anger and aggression, anger's function, the importance of thoughts, lifestyle, physiological responses of anger, irrational beliefs, principles of anger control, triggers of aggression, and coping skills. If deemed appropriate, additional therapy may be recommended after the group concludes.

LIFE SKILLS – In a discussion setting, offenders address issues such as anger management, gender roles, stereotypes, relationship-building skills, parenting and education, time/money management, job seeking, resume writing, health and nutrition.

COGNITIVE THERAPY - Through a systematic approach, this program teaches offenders the process of making decisions based on consequences of behavior, as opposed to decisions based upon feelings and emotions. Rational cognitive therapy assists in reducing the rate of recidivism by addressing client's impulsivity and enhancing rational decision-making abilities.

Individual therapy is available for clients needing therapy that is more intensive or who may not benefit from group therapy. Individual therapy is provided by a Certified Addictions Counselor/LSW-Licensed Social Worker/Certified Criminal Justice Professional, also trained to provide counseling services to meet the unique needs of individuals in a criminal justice setting.

All therapy groups are offered at a minimum of once a week and a client's individual needs can be met by attending one or more therapy groups, individual counseling, and 12-step meetings.

COMMUNITY SERVICE – Community service is a key component of the Center in providing opportunities for the offender to repay the community. **Employed offenders** are required to perform **8 hours** of community service with the **unemployed offenders** performing up to **28 hours**. Appropriate community services included but are not limited to litter pick up, building cleaning, park maintenance, grass cutting, and snow removal. Offenders with specialized skills are matched with community projects where their skills can be best utilized. If a client signs up and fails to show up, BJDRC staff may add additional hours to the clients total.

Program Entrance Procedure

When an order or referral has been received, the assigned client is responsible for contacting the BJDRC within 72 hours for programming. Once contact is made BJDRC staff will schedule an assessment time and date. **Payment in full of \$110.00 is due at time of assessment/intake. If there are payment issues this needs to be discussed up front with BJDRC staff.**

All clients are required to adhere to all rules and regulations. The Assessment procedure will take approximately 1-2 hours. This will vary depending on the client's cooperation. If clients are uncooperative or disrespectful during this assessment he/she will be asked to leave the BJDRC.

- The client will meet with assigned case manager to discuss the Center program and answer any questions.
- The client will be administered an LS/CMI assessment.
- Once assessment interview is completed an intake appointment will be scheduled.

INTAKE PROCEDURE:

- The client will fill out client intake form, client face sheet, emergency contact information sheet, and HIV/Tuberculosis/STD/Screening 2 page forms.
- The client will sign all necessary releases (community services, medical, consent to search).
- While looking over assessments and entering information into the Community Corrections Information System (CCIS) database, the client will read the Client Handbook and sign

acknowledgement of understanding and agreement, confidentiality agreement, and participation fees.

- The client will be assigned classes and given a copy of his/her class schedule as well as a color code which is to provide random urinalysis. The Client will review and sign the Individualized Program Components Contract (IPCC).
- The client will be drug screened before leaving the BJDRC property.
- The client will be assigned 28 hours of community service if unemployed and 8 hours if employed full time by the community service officer or case manager if a community service officer is not on staff. Unless there is proof of disability, everyone, except bond clients will perform community service.
- Information for the Batters Intervention Prevention Program (BIPPS): This intake procedure will take approximately 1-1.5 hours. The client will be given contact information to schedule this appointment with the facilitator of this group.

CLIENT UPDATES

MONTHLY PROGRESS REPORTS: Every case manager is required to complete a monthly progress report on each client under his/her supervision and be given a due date by site Program Coordinator during the first week of the following month. The monthly progress report will be sent to all individuals involved in the case including: Judge, Magistrate, Prosecuting Attorney, Public Defender/Attorney, Probation office, Parole Officer, and/or DHHR Worker. If a parolee is being supervised through the Center, the Parole Officer is the only person to receive a monthly progress report on that individual. A monthly progress report is not required for those clients sent by DHHR for drug screening only.

STATUS REVIEW HEARING: If a client screens positive, and/or is missing classes, and/or community service, a status review hearing needs to be requested to the Judge or Magistrate. These review hearings can be scheduled with the Magistrates Offices. If the client is on probation, contact his/her probation officer to have a status review requested. If the client is on Home confinement or unsupervised probation, contact the Prosecuting Attorney's Office. After a status review hearing has taken place, the case manager is required to meet with the client and agree as to what is expected of him/her. If the client continues to be non-compliant, set an MDT meeting.

MULTIPLE DISCIPLINARY TEAM MEETING (MDT) AND DISCHARGES: A MDT should be set prior to a successful or unsuccessful discharge of a client. A Treatment Staff Person will first present the facts of the client to his/her Director. Together, a decision to discharge will be made. After that, an MDT will be held. Those invited to attend a MDT is the Public Defender/Attorney, Probation Officer, Case Manager, and client. For a parolee, only the client and officer will meet with the case manager. Advance notice is to be sent to all parties involved with a set date, time, and location. If a party to the case needs to reschedule, the case manager will contact all parties involved to find an appropriate date. Those who

attend the meeting will discuss the case and an extension of time, or the successful or unsuccessful discharge decision will be made. If no one shows or reschedules, the Case Manager will proceed with the successful or unsuccessful discharge. Once a client is discharged, a discharge report is completed and sent to all parties to the case and makes recommendations to the court. Place recommendations in discharge report. If possible, an MDT should be set every three (3) months on each client.

After three (3) attempts, within a 3-day period, to make contact with a client, the client is automatically discharged as AWOL. If false information is provided on a referral, contact the person who completed the referral to get the correct information. If, after three (3) attempts to retrieve correct information is made to no avail, the client is considered AWOL.

CLIENT FEES

***Please see insert to Client fees and how they will be assessed.

GENERAL RULES

In addition to the regular conditions of probation or home incarceration that apply during your period of supervision, the following conditions will also apply throughout your supervision at the Center.

- Consumption of Alcohol and/or any controlled substances (drugs) is not permitted.

Sanctions will be imposed for all positive screens and incidents of dealing, possessing or selling drugs. These actions will be reported to your Probation Officer and/or Home Incarceration Officer. Selling of drugs or assisting in the sale of drugs is a serious offense and will be treated as such. Failure to provide a urine screen when requested will be considered an "administrative" positive and is sanctioned the same as positive drug test result.

- Clients and visitors are subject to being searched with the handheld and walk-through metal detectors.
- Upon your initial entry into the Center each day, you are to sign the sign-list located at the front desk.
- Use of tobacco or tobacco products in the Center, Center's vehicle or the immediate area exterior to the Center is prohibited.
- Consumption of prescription drugs without a physician's authorization is not allowed. However, please note that your sentencing court will be notified of your prescription drug use if such use is determined by staff to be interfering with your programming or if the results of the random drug tests indicate that you are not using the prescription as directed by your physician (i.e. that you are taking more than the stated daily dosage). In order to track your prescription drug use,

your prescribing physician will be contacted on a regular basis to verify your prescribed medications. This includes medications prescribed by an emergency room physician.

- No weapons are permitted in BJDRC.
- All cell phones, pagers, MP3 players along with purses or bags will not be taken past the front offices. BJDRC staff will lock all these items in a file cabinet until they are finished with all programming. Failure to comply, the client will be asked to leave the BJDRC and will be reported as not showing up that day.
- The following dress code has been adopted and will be enforced:

No clothing, jewelry or fashion accessories will be worn or carried into the BJDRC which are racially offensive, obscene, depict nudity, promote or advocate gangs, violence, guns or other illegal activities, or represent items associated with drugs, drug use, alcohol, alcohol use, or the paraphernalia, associated with drug and/or alcohol use. This includes T-shirts, hats, etc., that display advertisements of alcoholic beverages, jewelry items bearing the likeness of such items as marijuana leaves, etc. If questions arise concerning the appropriateness of any items, BJDRC will make *the final* determination.

Appropriate clothing, including undergarments, is required at all times in the BJDRC. You are expected to maintain your appearance in a clean and appropriate manner. No provocative clothing may be worn in the center. Clothing needs to be reasonably clean and without tears or holes. You will not be allowed to attend programming if you are wearing inappropriate clothing and that will be counted as an unexcused absence.

The following clothing will not be permitted: short skirts or dresses, halter-tops or midriff tops, muscle shirts, tank tops, mesh shirts, and any tight-fitting or revealing clothing visible.

Hats or other head covering are not permitted to be worn at anytime inside the BJDRC.

- You are responsible for maintaining proper personal hygiene (i.e. daily bathing, brushing teeth, wearing deodorant, brushing/combing hair, etc.)
- You are not permitted to interact with staff or another client in a manner that involves inappropriate touching, conversation, gesture, or insinuation – especially of an antagonistic, sexual, intimidating, or abusive nature.
- Unless directed by a staff member, you are not permitted in the administrative offices of the facility.
- You are not permitted to open closed doors, drawers, or cabinets unless instructed to do so by a staff member.
- You are required to submit to random urine drug tests and portable breath testing (PBT) for alcohol.

- You are required to fully participate in the BJDRC programming. This includes all group and individual counseling sessions as well as the performance of community service.
- As part of the BJDRC program, you be required to perform either eight (8) or twenty-eight (28) hours of community service work depending on your employment status. If unemployed, you will be required to complete 28 hours. If legally employed, you will be required to complete 8 hours. If you sign up for Community Service and fail to show up BJDRC staff will add time to your community service hours.
- You are required to report any changes in your daily schedule to Center staff. In addition, any changes of home address, employment or phone numbers need to be immediately reported to staff.
- If you are employed, you are required to verify your employment by submitting your paycheck stub each week or every two weeks depending on when you are paid. You are required to notify the Center staff whenever there is a change in your work schedule. You are permitted to work forty (40) hours per week. Overtime will be allowed only in emergency situations.
- Phones are not to be used without supervision; clients are not permitted to receive personal phone calls at the Center. Telephones are to be used only to call for a ride or to call your probation officer or home incarceration officer. Use of the telephone without first obtaining permission will result in your phone privilege being revoked. Clients will give the phone number to BJDRC staff to dial. Clients are not permitted to dial the phone number.
- All homework assignments must be turned in on time as instructed by each group facilitator. Failure to complete work assignments could result in disciplinary action.
- Independent work time (i.e. journaling, big book summaries, and other reading) is to be used constructively. Idle talking to pass the time is not permitted. Use all of the allotted time period to complete your work.
- Restroom breaks while groups are in session will not be allowed, unless a medical excuse from a licensed physician is provided to your group facilitator prior to the start of the group session.
- If you drive yourself to the Center, you are not permitted to go to your vehicle during breaks.
- Unless directed by the Center staff, no food or drinks are permitted outside of designated areas.
- Each client who enters the Center is responsible for the upkeep of the facility. The last group of clients who use a group room during the morning and evening sessions is to police their particular group room before leaving to make sure chairs are pushed under tables, no paper is laying on desks or on the floor, and trash cans are emptied.
- There shall be no loitering inside or outside the facility at any time.

- Attendance at “Open” off-site AA/NA meetings must be documented with verification to the Center staff. All documentation should be turned into the BJDRC staff, and placed in clients file.
- Be considerate of others in your comments and actions.

ATTENDANCE

Unless directed otherwise, you are required to report to the BJDRC or off-site programming as specified by your weekly schedule. For new clients, weekly schedules are distributed when you sign your IPCC or on the first day of programming. You are to arrive on time and depart from the BJDRC as your schedule indicates. You are required to leave the premises, including the parking lot, immediately after programming has ended.

The BJDRC monitors your attendance by keeping track of your days present, days absent, and the days you were late. The reason for your absences or for being late (i.e., medical appointment, no call/no show, no ride, etc.) is also tracked. This information is provided in regular progress reports to the prosecuting attorney and to the court that sentenced you to the BJDRC.

The following BJDRC programming and community service guidelines apply any time you may be absent from the Center class or community service:

- You are to contact the BJDRC anytime you will be absent or late for programming, including offsite programming, or for community service. Failure to call will be considered a “No Call/No Show”. Missed days, regardless of the reason, will be made up by adding the day missed to the end of your projected completion date at the BJDRC.
- If you arrive more than 5 minutes late for class, the instructor or BJDRC staff has the authority to deny your entrance into the classroom and you will be deemed absent. If you are tardy on a consistent basis the instructor or BJDRC staff, after discussing the matter with your case manager has the authority to permanently remove you from the assigned class time, which will jeopardize your standing with BJDRC. Informing the instructor and your case manager, with adequate notice, of possible time conflict can resolve any issue before it occurs.
- Illness – if the illness causes you to miss or be late to the BJDRC programming or for community service, you are required to call the BJDRC at least one (1) hour before your scheduled reporting

time. If you illness causes you to be unable to attend programming or community service, verification from your doctor may be required.

- Emergency – any emergency that would affect your BJDRC programming or community service attendance should be reported as soon as possible. The BJDRC staff will verify the emergency as appropriate.

Please note: In addition to notifying the BJDRC of an absence, you are also required to contact your home confinement officer of any absence from the BJDRC or any change in your weekly schedule. You are personally responsible for calling the BJDRC to report an absence. The BJDRC staff will not accept calls from family members except in emergency cases whereby you are not able to use a phone. Calls made by family members will be counted as an unexcused absence.

VIOLATIONS

The BJDRC operates with a system of imposed penalties for violations of BJDRC rules. Failure to comply with BJDRC rules and/or your IPCC will constitute a violation. Clients who commit violations are subject to one, or more of the following: written reprimand, increase in community service, or unsatisfactory program dismissal with return to sentencing judge or magistrate.

Major Violations

A major violation may result in termination from the BJDRC program and the issuance of a warrant. Major violations include, but are not limited to the following, to-wit:

- A new criminal offense.
- Stealing property from the BJDRC or community service site.
- Absconding (which is defined as a period of twenty four (24) hours or more when your whereabouts are unaccounted for or unknown to the BJDRC staff.
- Threatening/abusive language, assaultive behavior or threatening with and/or use of weapons or objects that may be used as weapons.
- Repeated minor violations.(Defined as 2 or more)
- Failure to notify BJDRC staff of new arrest(s)/charge(s) within two (2) working days of said arrest(s)/charge(s).
- You do not submit to a PBT (Portable Breath Test) for alcohol testing or failure to provide a urine sample for drug testing when requested.
- Any positive urine drug screen, or positive PBT alcohol test, received after initial urine drug screen taken during your assessment.

- Alteration or tampering with any urine sample designed to alter or obscure a positive finding.
- Interference with operation of the van, this could result in van privilege being revoked.

Minor Violations

A minor violation may result in sanctions such as additional reporting requirements, imposition of additional community service hours, or other amendments to your IPCC. Minor violations include, but are not limited to the following, to wit

- Derogatory or insulting remarks directed to or made about staff members.
- You do not constructively participate in programming, including off-site programming or community service.
- You do not attend programming, including off-site programming, or you do not perform community service as scheduled.
- You do not report or call if changes occur in your schedule.
- You do not follow your daily schedule.
- You do not call the BJDRC to notify staff if you are unable to attend programming, including off-site programming or community service, but rather you simply fail to show up and do not call (referred to as "No Call/No Show").
- You do not notify BJDRC staff of changes in your living or work situations.
- You do not comply with the BJDRC rules and regulations or the conditions of your IPCC.
- You disrupt a group or individual session, which warrants your removal for the group or individual counseling session. This includes disruption of off-site programming.
- You call for a van ride and then do not show up at your designated pick up site. Repeat offender may have van privileges revoked.

An incident report will be completed whenever violations of the BJDRC rules occur. The BJDRC staff will determine, with the approval of the BJDRC Director, the sanction to be imposed. Repeated minor violations (defined as 2 or more) will be considered a major violation and will result in the same sanctions as a major violation. One of the following sanctions will be imposed, depending upon the seriousness of the violation:

- ✓ Written reprimand placed in your file.

- ✓ Written reprimand with imposition of sanctions such as additional community service hours, written report and/or oral presentation concerning a topic chosen by BJDRC staff. A copy of the reprimand will be sent to your probation officer and/or home incarceration officer.
- ✓ Written reprimand with notice of the violation sent to the prosecuting attorney requesting that you be taken back before the court that sentenced you to the BJDRC.
- ✓ Dismissal from the BJDRC program. A letter will be sent to the prosecuting attorney advising of your dismissal from the program and requesting that your alternative sentence to the Center be revoked and that you be required to serve your underlying jail or prison sentence.
- ✓ Dismissal from the BJDRC program (Bond clients only). A letter will be sent to the prosecuting attorney advising of your dismissal from the program and requesting that the bond be immediately revoked and incarcerated.

VAN TRANSPORTATION PROGRAM

The BJDRC provides van transportation to Berkeley/Jefferson County clients who do not have a driver's license and who do not have any other means of transportation to and from the BJDRC. Being sentenced to the BJDRC does not guarantee that transportation will be provided for you. Riding the van is a privilege that will be taken away if you violate any of the transportation program's rules. You will be advised of your eligibility to ride the van at the time you sign your BJDRC contract.

Your eligibility to ride the van may change during your stay at the BJDRC. Therefore, you are to advise staff immediately of any change in your status that may affect your eligibility to ride the van.

Eligibility to Ride Van

- Your license to operate a motor vehicle has been suspended by the Department of Motor Vehicles.
- You do not have any other means of transportation to and from the BJDRC.

Daily Call-in Requirements

The van will not automatically run every day. You will not be picked up if you do not call the BJDRC to advise that you need a ride.

Do not depend on another client to call the van for you. It is your responsibility to make your van arrangements and obligate yourself to that schedule.

Calling for a van ride and then not showing up is a minor violation and will be written up as such. If you fail to show up for pickup on two occasions, your privilege to ride the van will be revoked and you will be required to find your own way to the BJDRC.

Van Route and Pick-Up Schedule

- The van will travel a set route based upon the location of the BJDRC's clients who are authorized to ride the van.
- The van will travel on mail roads only and will stop only at designated pick up sites. This may require some clients to be on the van for 1 ½ hours to 3 hours during to the trip to and from the BJDRC.
- Pick up schedules and locations for the van routes will be updated as needed to reflect changes due to clients entering and exiting the BJDRC program. Clients will be notified whenever changes are made in the schedule. The van will wait at a designated pick up site for not more than five (5) minutes before continuing to the next location.
- If, for whatever reason, the van does not run on a particular day, you are responsible for getting your own transportation to the BJDRC on that day. You will be notified whenever the van will not be making pickups.

Rules of Conduct While Riding the Van

- Alcoholic beverages and controlled substances are not permitted on the van. You will not be permitted on the van if you have alcohol or a controlled substance in your possession.
- You will not be permitted on the van if the van driver is of the opinion that you are under the influence of alcohol. You will also be denied permission to ride the van if the driver smells alcohol on you.
- You will not be permitted on the van if your behavior and actions indicate you are under the influence of a controlled substance. A controlled substance is a substance as defined and listed in Articles 1 and 2 of Chapter 60A of the West Virginia Code (60A-1; 60A-2-1 et seq) as amended.
- You will not be permitted to ride the van if you are combative or verbally abusive to the driver or another passenger. If police need to be called, disciplinary action will be taken up to removal from the BJDRC program.
- You will be removed from the van if you interfere, or attempt to interfere with the operation of the van in any manner. If police need to be called, disciplinary action will be taken up to removal from the BJDRC program.
- You are not permitted to eat, drink, smoke, or chew tobacco while riding in the van.

The van driver is authorized to stop the van and remove any passenger(s) who, in the driver's opinion, is causing a disturbance, which interferes with the safe operation of the van. A violation of any of the van rules of conduct will result in you permanently being prohibited from riding the van and will be written up as a major violation.

VAN TRANSPORTATION FEE

A transportation fee of one dollar (\$1.00) per day will be assessed to all clients who ride the van. This fee is subject to modification at any time. You will be notified of any changes to the fee. If you do not pay the fee or you have a cumulative total of (5) day's unpaid fees, your privilege to ride the van will be suspended until after you bring your balance to zero.

****THIS SECTION WILL APPLY ONCE A SECOND VAN IS AVAILABLE****

You must call the Center by the times listed below, depending on your schedule.

- Morning Schedule: Will be provided at In-Take
- Evening Schedule: Will be provided at In-Take
- The van will run each day the Center is open and will make three trips per day:

The first trip will be in the morning to transport clients to the Center for morning programming.

The second trip will be in the mid-afternoon to return morning clients and to pick up evening clients.

The third trip and last trip will be the late evening to return evening clients.

DRUG SCREENING PROCEDURE AND COLOR CODE SYSTEM

Every client attending the BJDRC will be given the color code telephone number, as well as an assigned color, to become a part of the color code system, excluding DHHR drug screen only clients. The color code system ensures all clients are screened at a random frequency. A case manager can, at any time and as frequently as desired, screen a client on days other than designated color code days. Alere Laboratories is currently being used for all drug testing supplies and analysis.

The _____ is used for all clients not screening with Alere Laboratories.

Females:

- Participant will remove coats, jackets, etc.
- Observer will check toilet for any objects.
- Participant will rinse hands (no soap) and dry thoroughly.
- Participant will pull shirt and bra up, out and shake.
- Participant will drop pants and undergarment to knees, squat and cough.
- Participant wearing a skirt or dress will lift skirt or dress and turn completely around.
- Participant will **not** sit on toilet, but will remain in squatted position and collect urine in cup in midstream.
- Participant will place top on urine specimen, make sure lid is tight and place urine specimen in bag.
- Observer will flush after use.
- Participant will wash hands with soap and dry thoroughly.

Males:

- Participant will remove coats, jackets, etc.
- Observer will check toilet or urinal for any objects.
- Participant will rinse hands (no soap) and dry thoroughly.
- Participant will lift shirt then drop pants and undergarments to knees and turn completely around.
- Participant will product sample while observer stands on either side, watching urine go into cup.
- Participant will place top on urine specimen, make sure lid is tight and place urine specimen in bag.
- Observer will flush after use.
- Participant with will wash hands with soap and dry thoroughly.

***NOTE:** Never allow a client to enter the bathroom and wait on you. Nor should the observer ever leave the bathroom/viewing area without the client accompanying him/her to the drug room to seal the specimen. If screening client for the first time, ID is required unless an ASO provider or other caseworker can verify client's identity.

The only excuse for a client to not show for a drug screen is he/she is hospitalized, incarcerated or deceased. If a client cannot make it in to the office during the designated times, he/she needs to contact his/her case manager to work out a later time that day or visit a local health center to be tested at his/her own cost; this includes clients out of town on business, family or leisure activities. If a client does not show on his/her designated color code day or does not show for a screen when called to report in he/she is given an administrative positive.

***Case managers are not to schedule any other appointments during the set drug screen times.**

CLIENTS UNDER THE INFLUENCE

If a client is believed to be under the influence of alcohol or drugs while on BJDRC property, it is necessary to recognize the situation and take immediate action. Remove the client from the classroom and place him/her in the appropriate case manager's office. Confront the client to determine the cause of drug use as well as any admissions of same. Screen and/or perform a PBT on the individual for the record.

If the individual is believed to be under the influence of any drug(s) other than alcohol, the case manager will make the final decision as to allow the client to remain at the BJDRC and attend class or to ask the client to leave. If the individual is under the influence of alcohol, the case manager will decide whether to contact Probation, Home Confinement, the Magistrate, and the Judge or send the individual home. Make note of the incident and contact all necessary individuals involved in the client's case by telephone or e-mail immediately.

NOTE: If a client reads positive on the PBT, any reading at all no matter how minor, the individual will not be allowed to drive his/her vehicle from the BJDRC Property.

No medication should be brought to a BJDRC unless it is to provide the prescription to his/her case manager for proof or pill count. The case manager will hold the prescription until the client leaves the BJDRC property. If a pill(s) are found on a client and no proof has been recorded, the BJDRC will hold the medication until proof of prescription is provided.

The first time a client has a prescription drug on him/her, the client will be given a verbal warning. The pills will be counted and documented with the client's signature. If a client is required to take a prescription at a set time of the day and it coincides with attendance at the BJDRC, the case manager will hold the prescription until the necessary time to take the medication. The appropriate dosage needs to be brought in the pill bottle with proof of designated time. The case manager will distribute the medication to the client in the case manager's office and observe the medication being taken by the client. At the end of the day, the case manager will return the bottle.

BERKELEY/JEFFERSON COUNTY DAY REPORT CENTER
COMMUNITY SERVICE PROJECT

RELEASE

WHEREAS, the undersigned is a community service worker, serving a sentence at the Berkeley/Jefferson County Day Report Center, located in Martinsburg, West Virginia;

WHEREAS, pursuant to West Virginia law, a Court may allow offenders to perform community service work as part of a day report center sentence;

WHEREAS, the County Commissions of Berkeley and Jefferson Counties and the Berkeley/Jefferson County Day Report Center are aware that offenders granted such privilege of work and accordingly desire that, as a condition of performing said work, and offender being granted such a privilege of community service execute a general release in favor of the Berkeley and Jefferson County Commissions and the agents and or employees of such governmental bodies, including Berkeley/Jefferson County Day Report Center and the community work service agency to which the person is sentenced of any and all claims arising from any injuries suffered by an Offender/Community Service Worker performing outside work/community service projects.

WITNESSETH:

That for and in consideration of being granted the privilege of performing outside work/community service, in and about Berkeley and Jefferson Counties, the undersigned, a Community Service Worker currently servicing a sentence in the Berkeley/Jefferson County Day Report Center, does hereby release and forever discharge the County Commissions of Berkeley and Jefferson Counties and the Berkeley/Jefferson County Day Report Center, the community work service agency to which the individual is sentenced, and any and all employees and/or agents thereof, of any and liability arising from any injuries suffered by the undersigned in the performance of such outside work/community service projects aforesaid.

Further the undersigned understands and acknowledges that he/she has the right to refuse any outside work/community service, which the undersigned considers to be too dangerous to safely undertake, without fear of losing the privilege to perform other community service projects in general.

Community Service Worker

Date

Witness

Witness

BERKELEY/JEFFERSON COUNTY DAY REPORT CENTER

406 South Raleigh Street
Martinsburg, West Virginia 25401
Phone: 304-267-5000 ext 3961

COMMUNITY SERVICE VERIFICATION FORM

This is to verify that _____ from the
Berkeley/Jefferson County Day Report Center (BJDRC) performed Community Service on the
_____ day of _____, 20__.

Time Client Arrived: _____ a.m./p.m.

Time Client Left: _____ a.m./p.m.

Number of Hours worked on this date: _____.

COMMENTS (work performance, attitude, etc.) :

Signature of Supervisor _____

Agency _____

Phone Number _____

PLEASE CONTACT THE BJDRC IF YOU HAVE ANY QUESTIONS.

COMMUNITY SERVICE VERIFICATION FORM

This form must be signed by your supervisor each day you perform community service, or you will NOT receive credit for your hours that day.

Date _____ Supervisor _____

Was work performed Satisfactory? Yes No
Comment _____

Date _____ Supervisor _____

Was work performed Satisfactory? Yes No
Comment _____

Date _____ Supervisor _____

Was work performed Satisfactory? Yes No
Comment _____

Date _____ Supervisor _____

Was work performed Satisfactory? Yes No
Comment _____

Date _____ Supervisor _____

Was work performed Satisfactory? Yes No
Comment _____

Date _____ Supervisor _____

Was work performed Satisfactory? Yes No
Comment _____

BERKELEY/JEFFERSON COUNTY DAY REPORT CENTER

406 South Raleigh Street
Martinsburg, West Virginia 25401
Phone: 304-267-5000

CLIENT RIGHTS AND RESPONSIBILITIES AGREEMENT

I, _____

(first and last name)

Received and reviewed a copy of the client handbook from the BJDRC on _____.

(Date)

I understand that the Client Handbook contains the BJDRC's policies and practices, and Client rights and responsibilities.

_____ I have reviewed, understood and agree to comply with the BJDRC Clients Rights and Responsibilities. (Required)

_____ I have received a copy of the BJDRC Client Handbook and will refer to it as needed.

Further, I understand that I will be responsible for complying with changes in the BJDRC Client Rights and Responsibilities as they are communicated to clients, whether or not I have signed or acknowledged such changes.

Client's Signature: _____

Date: _____

***Please Note:** The signed copy will be kept in a confidential manner per our client confidentiality policy.

		Minus LS/Bipps	Minus Bipps/Anger M	Minus Anger/Drug A	
LS/CMI Assesment		\$ 100.00	\$ 100.00	\$ 100.00	
Program Drug Tests		\$ 310.00	\$ 310.00	\$ 310.00	
Drug/Alcohol Grp		\$ 125.00	\$ 125.00		
Anger Management		\$ 125.00			
BIPPS				\$ 125.00	
Life Skills			\$ 35.00	\$ 35.00	
Total Cost		\$ 660.00	\$ 570.00	\$ 570.00	
Payment Plans		\$ 660.00	\$ 570.00	\$ 570.00	
Due at intake		\$ 110.00	\$ 110.00	\$ 110.00	
Amount due		\$ 550.00	\$ 460.00	\$ 460.00	
Weekly Payment		\$ 17.19	\$ 14.38	\$ 14.38	

Sandy McDonald

From: Lakisha Capel [suprgrlkey@gmail.com]
Sent: Saturday, July 13, 2013 3:03 AM
To: webmaster@jeffersoncountywv.org; cschott@jeffersoncountywv.org;
sandy@jeffersoncountywv.org; chernandez@jeffersoncountywv.org
Subject: Potomac Edison

Your submission:

Your Name: Lakisha Capel
Your Email Address: suprgrlkey@gmail.com
Subject: Potomac Edison

Message: Potomac Edison continues to estimate our power bill and we continue to receive EXTREMELY HIGH power bills. This is ridiculous. The power company is taking advantage of lower income working people by using these tactics and it is not fair. There estimations are always double or even triple of what our bill should be. It is my intent to file a formal complaint against Potomac Edison with the Jefferson County Commission



Date: Wednesday, July 17, 2013

Jefferson County Commission (Code Enforcement)
P.O. Box 250
Charles Town ,WV 25414

TO CODE ENFORCEMENT:

HUD Case Number: 571-090974

Subject Property: 79 WILD ROSE LN HARPERS FERRY, WV 25425

Acquisition Date: 7/10/2013

A2Z Field Services is under contract to manage properties for the United States Department of Housing and Urban Development (HUD). Title was acquired by HUD, and HUD has authorized A2Z Field Services to remit payment for fees, liens, dues, or assessments for which HUD is legally obligated to pay. Our contract requires us to notify your agency of HUD's ownership of this vacant property and to ensure that all payments, if required, are processed to your agency in a timely manner.

By way of this notice, we are requesting you to provide our firm with detailed statements of all outstanding balances for violations against the property. Statements must include dates of service and descriptions of ALL charges. If no violations exist, please send documentation stating that the property is clear of violations.

Please forward statements to propertyinfo@a2zfs.com or fax to 614-467-3877. If you need any additional information, you may contact the Research & Registration Coordinator at the number below.

Future invoices for recurring charges should be mailed to the address above. Thank you for your cooperation in this matter.

Sincerely,
Tracy White
614-495-5982

Research & Registration Department

RECEIVED

JUL 22 2013

Jefferson County Commission



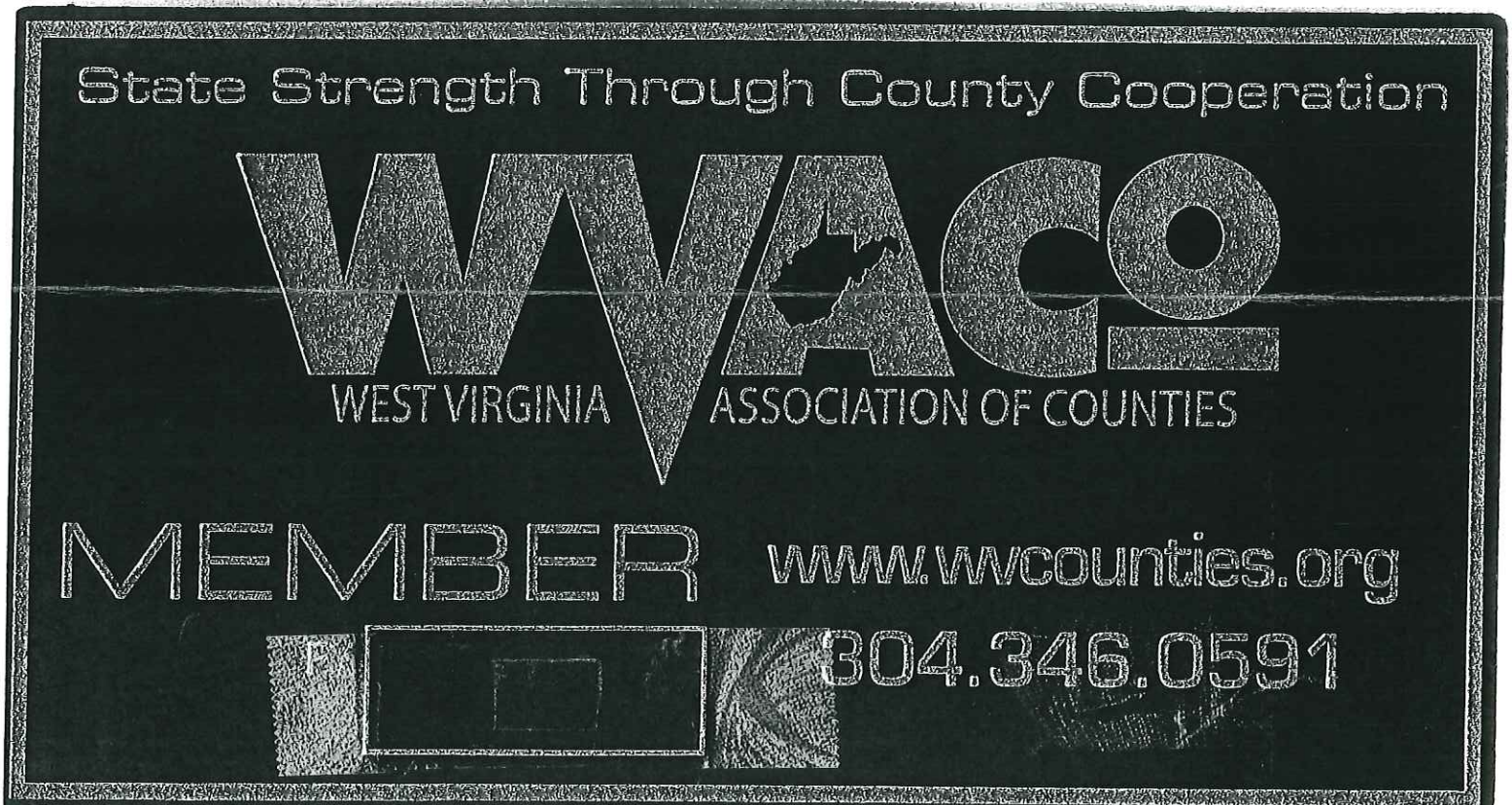
2211 Washington Street East
Charleston, WV 25311-2118
Phone: (304) 346.0591
Fax: (304) 346.0592

Patricia L. Hamilton
Executive Director

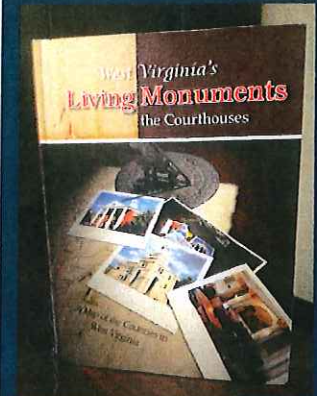
THANK YOU FOR YOUR COUNTY'S MEMBERSHIP IN THE WEST VIRGINIA
ASSOCIATION OF COUNTIES! WE APPRECIATE YOUR SUPPORT

Here is your 2014 sticker to put on your WVACO Membership Plaque that we sent to every
county official in 2012. Please let us know if you have misplaced
your plaque and we will send you another one.

Thank you from your WVACO staff. We are at your service!



What have we done for you lately?



- Published "Living Monuments—a Tribute To West Virginia's Courthouses"
- Partnered with WVU Extension Service for new learning opportunities
- Provided Banner for West Virginia 150—Happy Birthday West Virginia 150th to all of West Virginia's 55 counties
- Challenged Counties to be Healthier with Summer Steps contest!
- Protected County Property Tax Base at the Legislature and continue to maintain Legislative relationships
- Summarized 58 bills of interest or impact to counties for all county officials
- Informed through monthly newsletter and frequent County E-Line news
- Maintained list-serves for all county officials to ask and share information
- Encouraged counties to create a county seal if they didn't have one for WV 150th
- Administer a Dental/Vision benefit plan
- Assisted Wirt County with informational brochures about an upcoming levy



We are honored to count you as a member of the WVACO.

To: Commissioners + PROSECUTORS

ARTICLE OF Interest

Charleston Gazette 7-19-13

From: WVACO

'Pandemic of addiction' fills jails

Drug convictions behind big rise in Putnam County's incarceration costs

By Lydia Nuzum
Staff writer

WINFIELD — Before West Virginia's prison overcrowding bill passed in April, Mark Sorsaia and other prosecuting attorneys from around the state gathered in Charleston to discuss the implications of the law.

Sorsaia, Putnam County's prosecutor, said that in the course of debating the bill, several people came to a conclusion: "We should be putting people in jail that we're afraid of, not the ones that we're mad at."

For Sorsaia, that answer wasn't sufficient.

"I said, 'There's a third cat-

egory. We have the people we're afraid of, who are going to jail, we have the people we're mad at, that we should consider whether they need to go to jail and whether that's in society's best interest, but there's a third group. This is the group that's driving prison overcrowding and skyrocketing jail costs. It is the people we

are putting in jail and prison because, if we don't, they're going to kill themselves."

"It's an entirely new dynamic of this business."

The number of felony prosecutions in Putnam County has risen roughly 20 percent since 2010, and its juvenile prosecutions are up 25 percent, Sorsaia said. Those numbers

have contributed to an increase in the "jail bill," the taxpayer funds allocated to the criminal justice system for Putnam County. The bill, too, has risen steadily over the past three years — from \$1.1 million two years ago to \$1.4 million last year to \$1.7 million now.

SEE JAILS, 3C

JAILS

FROM PAGE 1C

The rise in the jail bill and arrests in the county are partly the result of what Sorsaia calls a "pandemic of addiction" — a steady rise in the number of drug-related offenses in the county and across the state.

"Putnam County is not really any different than any other county, but we have been hit hard with the problem of addiction," he said. "My frustration as a prosecutor is that it's being considered a criminal justice problem, but quite frankly, the criminal justice system is really a victim of the overall problem of addiction."

Sorsaia said many of the non-violent crimes he sees — including larceny, burglary and forgery — are connected to addicts trying to feed their addiction, and many times, the only way to break the cycle is a conviction.

"With addiction, it's a multi-faceted thing because, not only are they engaging in crime, but they're destroying their lives," he said. "They're destroying their health, and they're on this frenzy of drug abuse, and you see them killing themselves. It's the 20-year-old kid who's living under a bridge, dealing with drug dealers and breaking into out-buildings and stealing weed eaters for their next fix."

When the son of one of Sorsaia's friends tested positive for meth and was brought before him, he said calling the father felt more like giving a medical prognosis than talking about possible felony charges.

"I called him and I said, 'I'm going to talk to you as a father and not as a prosecutor. Your son is testing positive for methamphetamine. He has an addiction. This is not about him going to jail, this is not about him being a convicted felon. This is about whether or not your son is going to live,'" Sorsaia said.

Putnam County has instituted a number of diversion programs geared toward rehabilitating offenders, including home confinement and the Day Report program. There was one full-time employee in charge of diversion programs when Sorsaia began prosecuting there in the 1980s. Today, there are 15 full-

time employees in the Winfield area who are solely dedicated to managing these programs.

"I think the diversion programs do help to keep people out of jails and prisons, as well as lower the recidivism rate," Sorsaia said. "The painful reality is, there is a specific percentage of people in the diversion programs that can't follow the rules because their addictions are so great."

The problem of crippling addiction could not be more apparent to Jamey Hunt, director of the Day Report program in Putnam County.

"The problem I'm seeing, not just in Putnam County but statewide — probably nationwide — [is] there's not enough beds to put these people in, at this point," Hunt said. "That's where the justice system runs into a funnel-like roadblock. We're trying to take 10 lanes of addicts and funnel them into one lane of treatment, and there's a bottleneck effect."

The Day Report program offers partial-release and probationary-offenders' services to reduce the chances of repeat offenses. Hunt said his department deals with 90 to 100 cases at any given time and that many of those cases are directly or indirectly drug related, with an increased prevalence of prescription-medication abuse.

Hunt said many factors contribute to the problem of abuse and trying to deal with it, including the extremely addictive nature of prescription pills, methamphetamine and other popular drugs, as well as the wait for available inpatient treatment centers. The nearest inpatient treatment center to Putnam County is in Huntington and, according to Hunt, the wait for an available spot can take up to six weeks — too much time for a struggling addict.

"Some of the people we're seeing don't have the best jobs in the world or great insurance or much money, and they can't pay for treatment. So we're telling them to get treatment. How? Where? That's the thing," he said. "We'll even arrange for them to get treatment, and it will be a four- to six-week waiting period, because we're at the mercy of people who accept charity care. Four to six weeks,

in an addict's life? You're talking four to six hours, maybe a day, before they're 'jonesing.'"

For Hunt, the increased number of prescription-pill addicts is especially troubling, because unlike methamphetamine or heroin, which can be produced in the home, prescription medication cannot be made in a clandestine drug lab.

"How far does society have to fall before we get really serious with where these are coming from? And where these are coming from are doctors," Hunt said. "It's the only place they can come from. You can't make an opiate at home. So how do we regulate it? How do we make it more stringent? A lot of time, effort and resources probably need to go into that. But how much time, effort and resources are going into fixing it down the street versus trying to stop the supply?"

Treatment is still a major

hurdle for the judicial system according to Sorsaia, who said the current protocol creates an entire sector of society made up of convicted felons who can't find employment support and return to drug abuse after leaving the prison system.

"Until we deal with drug addiction, we are not dealing with drug addiction," he said. "I would like to see a community-based treatment system for every county in the state where anyone with an addiction can say, with confidentiality, that they have an addiction and get community-based or patient treatment that's effective."

"Right now, that community-based treatment center is in Putnam County Judicial Building."

Reach Lydia Nuzzi
at lydia.nuzum@wvgazette.com
or 304-348-5110



Commissioners' Corner



COUNTY COMMISSIONERS' ASSOCIATION
OF WEST VIRGINIA
County Government Works

A publication of The County Commissioners' Association of West Virginia - Volume 14, Number 12 - July 2013

2013 Annual Meeting at Stonewall Resort

Plans are coming together for the 2013 Annual Meeting of the County Commissioners' Association of WV. This year's theme will be "Blazing New Trails!" The dates for the meeting are August 4-7, 2013 at Stonewall Resort, Lewis County, WV. The CCA Board will meet on Sunday, August 4, 2013 at 4:00 p.m. There will be a "Best in the West" Welcome Reception to kick off our meeting on Sunday, August 4th at 7:00 p.m. on the Stonewall Resort Outdoor Terrace. The CCA Educational Training Series will be held on Monday, August 5, 2013 from 9:00am-5:00pm Registration will begin at 8:00 a.m.

On Monday night we will be having a "Blue Jeans Jamboree!" Theme Dinner & Dance. So put on your blue jeans, cowboy hats, and boots! Be sure to bring your door prizes as well!

The Auditor's In-Service Training Seminar will start on Tuesday at 8:30 a.m. through Wednesday at 11:00 a.m. There will be a variety of topics covered and the meetings are sure to be informative. On Tuesday evening we will be having "Vittles n' Wine" Dinner at Lambert's Winery, transportation will be provided from the Resort.

Please call our office if you have any questions! We look forward to having a great time and seeing all of you there!

Blue Ribbon panel sets public meetings on highway funding

by Rick Handley, Mason County Commissioner & Panel member

The Governor's Blue Ribbon Panel met recently and has set dates to gather public input. The Panel is approaching future highway funding in the state in three ways: the need for additional dollars, the need for savings, and the need for innovation.

For each of the scheduled times there will actually be two meetings (one begins at 4:00 and the other around 5:30--same agenda) to accommodate more people, due to work schedules for those who work till 5 or so. It's NOT a 3 hour meeting--that might keep some people away. There will also be a website that will be up and running soon to allow people to respond to a survey and post any comments, input, etc. concerning roads in WV. That website will be <http://www.wvbrc.com/> and will be in operation from the time of the first meeting until August 25. You can also take the survey at the various meetings.

The meeting schedule is as follows:

- Thurs., July 11, Martinsburg Holiday Inn 4 p.m.-7 p.m.
- Tues., July 16, Chief Logan State Park 4 p.m.-7 p.m.
- Thurs., July 18, MU Alumni Hall, Huntington, 4 p.m.-7 p.m.
- Tues., July 30, Oglebay Resort, Wheeling, 4 p.m.-7 p.m.
- Thurs., Aug. 1, Mineral Wells, Comfort Inn 4 p.m.-7 p.m.
- Thurs., Aug. 8, Fairmont, Mollohan Research Ctr. 4 p.m.-7 p.m.
- Mon., Aug. 12, Princeton Days Inn, 10 a.m.-1 p.m.
- Mon., Aug. 12, Beckley, Mountaineer Conference Center, 4 p.m.-7 p.m.
- Thurs., Aug. 15, Elkins Days Inn, 4 p.m.-7 p.m.

CCAWV Welcomes New Executive Assistant



Originally from Ashland, Kentucky, Megan Stroup spent almost 15 years living in New York City before returning to the Bluegrass State last year. In New York, she worked in theater, television, and education before settling into administrative support roles. They suited her "behind the scenes" organizational skills and knack for problem-solving. Even though she grew up across the river, she is discovering there is a great deal to learn about this wild and wonderful state. She is looking forward to learning how to navigate both the highways (and bridges!) of Charleston and the inner workings of CCAWV. Thanks in advance for your patience as she learns the ropes!

DIRECTOR'S DISCUSSION WITH VIVIAN PARSONS

Congratulations to newly elected Regional Jail Authority Chairman, Commissioner Gary Ellyson and newly appointed RJA member Commissioner Tim McCormick. Together with Commissioner Tony Veltri, counties are well represented!



CCAWV Essay Contest Winners have been announced and I've been on the road presenting the 1st, 2nd, and 3rd place winners with their prize money! This year's winners came from Mingo, Harrison, and Wood Counties! Congrats to all.

The CCAWV Board met in Parkersburg recently to adopt a budget for 2014. We also created a committee to begin to look at where the Association wants to go in the coming years.

The committee met on June 18th and is set to meet again on July 9th and will report back to the board and membership in August. Other issues that have been taking my time this month include NACo County Leadership Institute in Washington DC, agenda planning for the Annual conference, the WVACo board meeting in Harpers Ferry, and information meetings on the Federal Affordable Care Act.

PRESIDENT'S MESSAGE BY TIM MCCORMICK



Alice Cooper once sang, "School's out for summer"! I hope you all are having a good early summer and just waiting for the sweltering heat, storms and all those things that make summer so enjoyable!! Just kidding of course! We have our annual meeting to look forward to in August at the Stonewall Resort. I hope you will attend both our association's meetings, as well as the Auditor's mandatory training sessions with an open mind and with your constituents at heart.

We have work to do to prepare ourselves for a new fiscal year and legislative session to deal with. I am sure you have all balanced your budgets and are ready to move forward with your County's new fiscal year also! Any folks planning to attend NACo's Annual Meeting in Texas, make sure you have taken care of your credentials for the election of Second VP. If you have any questions, just go to the NACo website or give me a call.

Congratulations to our essay contest winners this year and the county they reside in. Vivian is making personal appearances at your meetings with the check and the awards. As you know, Jennifer is leaving us for "greener pastures" but will be at our annual meeting. Please wish her well and thank her for all her hard work for all of us!! Have a great, safe and enjoyable summer. See you in Texas and/or Stonewall, and if your head looks like mine— don't forget the sunscreen!

2012-2013

Board of Directors

President

Tim McCormick, Ohio (234-3628)

Vice-President

Nancy Cartmill, Cabell (526-8634)

Immediate Past President

Ron Watson, Harrison (624-8500)

Ex Officio Member(s)

Joe Coburn, Mercer (487-8306)

District 1-- Western Division

Don Mason, Marshall (845-0482)

John Stender, Tyler (758-2102)

Danny Greathouse, Hancock (564-3311)

District 1 -- Eastern Division

Chair: Janice LaRue, Mineral (788-5921)

Bernie Fazzini, Harrison (624-8500)

District 2 -- Western Division

Agnes Queen, Lewis (269-8200)

Jerry Linkinogor, Clay (587-4259)

District 2 -- Eastern Division

Chair: Mike Taylor, Randolph (636-2057)

J.R. Keplinger, Hardy (530-0284)

Donnie Tenney, Upshur (472-0535)

District 3 -- Western Division

Chair: Mickey Brown, Boone (369-1561)

Rick Handley, Mason (675-1110)

District 3 -- Eastern Division

Chuck Armentrout, Webster

(847-5780)

Jack Woodrum, Summers (466-7100)

Denise Scalph, Fayette (574-4290)

CCAWV

2309 Washington Street East

Charleston, WV 25311

(304) 345-4639

info@ccawv.org

Vivian Parsons

Executive Director

vivian@ccawv.org

Jennifer Webb

Administrative Assistant

jennifer@ccawv.org

Spotlight on a County Commission: Roane County

Crowning achievement: Complete renovations on Camp Sheppard 4-H Camp.

Biggest debacle or most embarrassing moment: Public arguments between Sheriff and Commissioner.

Best advice for other County Commissions: Listen more than you speak.

Funniest thing to ever happen at a commission meeting: Commissioner's face turning red as her hair.

Commission Staff: Jennifer Randolph, Administrator



Rodney D. Cox

Place where I grew up: Summersville, WV.

Real Life Occupation: Assistant Treasurer.

Years Experience as a County Commissioner: 10 years.

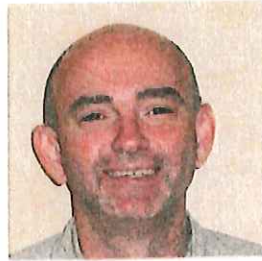
You would be surprised to know that I: Play bagpipes and Scottish highland dancing.

My personal philosophy: "Few people scratch the surface, much less exhaust the contemplation of their own experience"-Randolph Bourne.

What I like most about being a County Commissioner: Seeing projects from their inception to completion.

What I like least about being a County Commissioner: Limited funding for unlimited wants and needs.

Who I would invite (living or dead) to the next County Commission meeting and what I would discuss: My Grandfather, Rex Bell, to discuss growing up in the Depression in Southern WV.



Gary Mace

Place where I grew up: Spencer, WV.

Real Life Occupation: Insurance.

Years Experience as a County Commissioner: 2 years

You would be surprised to know that I: am retired military.

My personal philosophy: Give everything you do 100%.

What I like most about being a County Commissioner: The opportunity to help your community.

What I like least about being a County Commissioner: Board of Review and Equalization.



Melissa O'Brien

Place where I grew up: Spencer, WV

Real Life Occupation: Director of Special Education

Years Experience as a County Commissioner: 12 weeks

You would be surprised to know that I: am an avid gardener.

My personal philosophy: If "Plan A" doesn't work, there are 25 more letters in the alphabet.

What I like most about being a County Commissioner: Meeting new people.

What I like least about being a County Commissioner: Not sure yet.

County Commission Outreach

Bringing public awareness to the office of County Commissioner



Wood County Commission Reaches Out for Public Input



On June 17, 2013, the Wood County Commission held a public forum, inviting ideas for generating additional county revenues and methods for decreasing county expenses. Several people attended the meeting and shared their view points.

The discussion included the county building permit and whether or not the amounts should be adjusted to fall more in-line with the surrounding municipal permit fees. Currently the county's is much lower and a flat fee, without consideration of whether it's for residential or commercial. While the commission wants permit fees to be fair, they also want to encourage building in the county and don't want to make the permits too high. One idea suggested making the permits available online as a way to encourage more people to adhere to the requirement and more permits might be purchased. There was also discussion regarding the county floodplain permit fee and how it measured up to other counties.

The idea of putting special excess levies before the voters for special purposes was also discussed, along with new requirements for local dog breeding licenses and monitoring, mobile /modular home permits, and expanding the Wood County Drug Testing program to control county costs and increase county revenues.



Calendar of Events

July 19-22, 2013

NACO Annual Conference
Tarrant County, Fort Worth,
TX

August 4-7, 2013

CCAWV Annual Meeting
Stonewall Resort
Lewis County, WV

October 3-4, 2013

Community Leadership
Academy
Waterfront Hotel
Morgantown, WV

West Virginia Counties Risk Pool

**Member-owned Property/
Casualty and Workers'
Compensation coverage designed
to put counties and related
authorities first.**

**CCAWV welcomes the following
counties as new members to the WV
Counties Risk Pool:**

- **Doddridge**
- **Wyoming**
- **Marshall**

<http://www.wvrisk.org>

"This is a monthly publication for county commissioners and their staff, Associate members and other interested parties."

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

Week Ending Date	Week Ending
	July 13, 2013
	FY14
To be Deposited on:	July 19, 2013
Amount Played	65,428,266.80
Amount Won	58,492,033.44
Amount Promo	262,735.00
MWAP Contribution	<u>3,686.30</u>
Adjusted Gross Terminal Revenue	<u>6,669,812.06</u>
Administrative Costs @ 4%	266,792.49
Excess Lottery Fund @ 4%	<u>0.00</u>
Net Terminal Revenue	<u>6,403,019.57</u>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	0.00
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	0.00
Adjusted Net Terminal Revenue	<u>6,403,019.57</u>
Racetrack @ 46.50% / 42%	2,977,404.10
Lottery Fund @ 30% / 0%	1,920,905.84
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	448,211.37
Workers' Compensation Debt Reduction @ 7% / 0%	448,211.37
Employee Pension Fund @ 1% / .5%	64,030.20
Greyhound Development @ .75%	48,022.65
Thoroughbred Development @ .75%	48,022.65
Racing Commission @ 1%	64,030.20
County/Municipality @ 2%	128,060.40
3% Funds:	
Tourism Promotion Fund @ 1.375%	88,041.52
Development Office Promotion Fund @ .375%	24,011.32
Research Challenge Fund @ .5%	32,015.10
Capitol Renovation and Improvement Fund @ .6875%	44,020.76
2004 Capitol Complex Parking Garage Fund @ .0625%	4,001.89
1% Funds:	
State Capitol Complex Parking Garage @ 1%	64,030.20
Cultural Facilities and Capitol Resources @ .5%	0.00
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>0.00</u>
	<u>6,403,019.57</u>

WEST VIRGINIA LOTTERY
 First Benchmark
 Charles Town
 County / City Split
 Fiscal Year 2014

Charles Town
 1999 Net Terminal Revenue \$ 45,603,174
 Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 7.93%	CHARLES TOWN 39.90%	HARPERS FERRY 2.17%	RANSON 33.68%	SHEPHERDS TOWN 16.32%
6 days ending: 07/06/13	\$ 123,196.88	\$ 123,196.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending: 07/13/13	\$ 128,060.40	\$ 128,060.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 251,257.28	\$ 251,257.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ 660,806.20

VIDEO LOTTERY REPORT

FY 2010		FY 2011		FY 2012		FY 2013		FY 2014	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
07/04/2009 *	128,262.42	07/03/2010	115,402.58	7/1-2/2011	69,824.12	07/07/2012	161,637.92	07/06/2013	123,196.88
07/11/2009	168,815.08	07/10/2010	205,731.64	07/09/2011	171,717.28	07/14/2012	129,458.04	07/13/2013	128,060.40
07/18/2009	160,652.98	07/17/2010	161,386.76	07/16/2011	143,019.52	07/21/2012	130,037.00		
07/25/2009	158,869.08	07/24/2010	160,368.28	07/23/2011	146,508.00	07/28/2012	137,164.44		
08/01/2009	174,493.08	07/31/2010	157,802.08	07/30/2011	144,510.28	08/04/2012	132,931.16		
08/08/2009	138,408.80	08/07/2010	136,494.98	08/06/2011	151,495.28	08/11/2012	134,212.88		
08/15/2009	81,222.14	08/14/2010	78,376.68	08/13/2011	117,350.38	08/18/2012	110,241.90		
08/22/2009	76,260.31	08/21/2010	76,199.02	08/20/2011	71,614.12	08/25/2012	66,209.90		
08/29/2009	80,472.92	08/28/2010	72,460.03	08/27/2011	63,432.14	09/01/2012	67,133.42		
09/05/2009	80,798.15	09/04/2010	76,362.84	09/03/2011	80,837.76	09/08/2012	74,029.40		
09/12/2009	86,286.92	09/11/2010	82,969.36	09/10/2011	84,845.80	09/15/2012	61,838.04		
09/19/2009	70,010.15	09/18/2010	67,638.78	09/17/2011	66,748.62	09/22/2012	56,996.90		
09/26/2009	69,316.87	09/25/2010	70,435.06	09/24/2011	68,929.80	09/29/2012	61,611.40		
10/03/2009	72,286.04	10/02/2010	71,013.86	10/01/2011	68,871.64	10/06/2012	62,715.20		
10/10/2009	69,650.63	10/09/2010	69,311.50	10/08/2011	70,866.90	10/13/2012	60,710.18		
10/17/2009	73,560.21	10/16/2010	75,234.62	10/15/2011	75,262.66	10/20/2012	62,333.08		
10/24/2009	67,581.66	10/23/2010	70,290.80	10/22/2011	68,757.72	10/27/2012	58,073.54		
10/31/2009	64,528.30	10/30/2010	65,615.04	10/29/2011	60,507.98	11/03/2012	56,545.30		
11/07/2009	63,741.59	11/06/2010	61,337.62	11/05/2011	70,673.88	11/10/2012	56,110.96		
11/14/2009	65,959.64	11/13/2010	64,595.28	11/12/2011	67,627.10	11/17/2012	57,432.36		
11/21/2009	59,547.05	11/20/2010	56,010.08	11/19/2011	60,690.60	11/24/2012	65,888.86		
11/28/2009	72,399.98	11/27/2010	71,170.90	11/26/2011	74,140.54	12/01/2012	50,243.34		
12/05/2009	51,006.51	12/04/2010	53,215.08	12/03/2011	59,429.94	12/08/2012	50,770.96		
12/12/2009	52,460.58	12/11/2010	46,944.00	12/10/2011	51,395.44	12/15/2012	47,022.38		
12/19/2009	32,834.39	12/18/2010	42,076.76	12/17/2011	55,981.32	12/22/2012	46,838.96		
12/26/2009	53,406.34	12/25/2010	50,450.28	12/24/2011	54,248.62	12/29/2012	59,697.22		
01/02/2010	92,980.40	01/01/2011	85,152.12	12/31/2011	94,661.00	01/05/2013	71,673.52		
01/09/2010	55,020.46	01/08/2011	54,301.30	01/07/2012	74,863.40	01/12/2013	50,416.30		
01/16/2010	60,551.28	01/15/2011	54,005.90	01/14/2012	58,901.92	01/19/2013	51,211.88		
01/23/2010	69,943.53	01/22/2011	60,924.74	01/21/2012	61,819.92	01/26/2013	46,966.26		
01/30/2010	48,527.75	01/29/2011	48,036.94	01/28/2012	62,898.78	02/02/2013	52,067.92		
02/06/2010	37,155.14	02/05/2011	60,777.44	02/04/2012	72,154.66	02/09/2013	52,222.20		
02/13/2010	44,334.00	02/12/2011	67,471.84	02/11/2012	66,429.04	02/16/2013	64,243.52		
02/20/2010	76,946.12	02/19/2011	72,018.54	02/18/2012	77,455.88	02/23/2013	64,115.70		
02/27/2010	72,024.40	02/26/2011	75,544.02	02/25/2012	77,611.78	03/02/2013	62,602.74		

03/06/2010	76,936.85	03/05/2011	74,535.34	03/03/2012	75,963.86	03/09/2013	59,213.26
03/13/2010	71,007.37	03/12/2011	66,979.48	03/10/2012	76,808.62	03/16/2013	62,366.36
03/20/2010	74,335.38	03/19/2011	73,113.26	03/17/2012	76,883.92	03/23/2013	59,841.02
03/27/2010	69,941.88	03/26/2011	68,490.80	03/24/2012	72,108.36	03/30/2013	57,567.98
04/03/2010	70,636.28	04/02/2011	70,846.58	03/31/2012	74,244.22	04/06/2013	63,108.84
04/10/2010	69,692.79	04/09/2011	67,076.78	04/07/2012	75,382.98	04/13/2013	56,849.30
04/17/2010	69,335.92	04/16/2011	64,698.56	04/14/2012	71,065.34	04/20/2013	55,432.12
04/24/2010	68,714.11	04/23/2011	67,674.14	04/21/2012	68,055.08	04/27/2013	58,612.74
05/01/2010	68,799.06	04/30/2011	66,807.50	04/28/2012	72,880.66	05/04/2013	61,102.92
05/08/2010	67,403.54	05/07/2011	66,379.74	05/05/2012	71,582.30	05/11/2013	57,428.70
05/15/2010	70,186.32	05/14/2011	66,699.76	05/12/2012	63,357.92	05/18/2013	61,172.80
05/22/2010	64,695.71	05/21/2011	63,210.44	05/19/2012	78,984.36	05/25/2013	57,131.24
05/29/2010	67,157.40	05/28/2011	64,724.06	05/26/2012	67,396.24	06/01/2013	65,920.66
06/05/2010	77,371.80	06/04/2011	74,952.34	06/02/2012	76,959.44	06/08/2013	55,233.74
06/12/2010	66,106.29	06/11/2011	62,203.12	06/09/2012	63,584.86	06/15/2013	54,067.52
06/19/2010	64,888.48	06/18/2011	61,200.76	06/16/2012	59,436.12	06/22/2013	54,690.28
06/26/2010	63,950.29	06/25/2011	65,470.44	06/23/2012	55,921.30	06/29/2013	55,991.38
06/30/2010	29,667.19	06/30/2011	34,351.16	06/30/2012	58,207.40	06/30/2013	11,509.54

TOTALS **4041141.56**

4016541.01

4124906.8

3580645.18

251257.3

Table Game Revenue

Date	Amount	Date	Amount	Date	Amount
July/August, 2010	154,185.68	July, 2011	141,718.01	July, 2012	138,663.64
September, 2010	94,247.84	August, 2011	137,473.92	August, 2012	133,245.83
October, 2010	105,903.60	September, 2011	110,375.25	September, 2012	127,532.40
November, 2010	108,717.67	October, 2011	124,273.94	October, 2012	126,482.02
December, 2010	118,721.11	November, 2011	121,118.87	November, 2012	134,443.93
January, 2011	106,189.21	December, 2011	140,509.93	December, 2012	146,677.92
February, 2011	105,776.45	January, 2012	137,812.68	January, 2013	132,650.35
March, 2011	120,927.10	February, 2012	142,770.01	February, 2013	121,636.62
April, 2011	130,654.61	March, 2012	151,845.46	March, 2013	149,033.62
May, 2011	130,492.02	April, 2012	127,862.26	April, 2013	105,545.23
June, 2011	121,576.41	May, 2012	137,905.13	May, 2013	109,747.38
		June, 2012	129,235.38	June, 2013	104,803.37
Total 2010-2011	1297391.7	Total 2011-2012	1602900.84	Total 2011-2012	1530462.31

Table Game Revenue Distribution - Jefferson County School Board

<u>Date</u>	<u>Amount</u>
July, 2011	425,154.03
August, 2011	412,421.76
September, 2011	331,125.75
October, 2011	372,821.82
November, 2011	363,356.61
December, 2011	421,529.79
January, 2012	413,438.04
February, 2012	428,310.03
March, 2012	455,536.38
April, 2012	383,586.78
May, 2012	413,715.39
June, 2012	387,706.12
<hr/>	
Total 2011-2012	4,808,702.50

<u>Date</u>	<u>Amount</u>
July, 2012	415,990.92
August, 2012	399,737.49
September, 2012	382,597.20
October, 2012	379,446.06
November, 2012	403,331.79
December, 2012	440,033.75
January, 2013	397,951.05
February, 2013	381,857.07
March, 2013	447,100.86
April, 2013	316,635.69
May, 2013	329,242.14
June, 2013	314,410.11
<hr/>	
Total 2011-2012	4,608,334.13

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

Week Ending Date	Week Ending July 20, 2013 FY14 July 26, 2013
To be Deposited on:	
Amount Played	61,695,671.39
Amount Won	55,445,699.62
Amount Promo	249,787.00
MWAP Contribution	<u>3,890.75</u>
Adjusted Gross Terminal Revenue	<u>5,996,294.02</u>
Administrative Costs @ 4%	239,851.74
Excess Lottery Fund @ 4%	<u>0.00</u>
Net Terminal Revenue	<u>5,756,442.28</u>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	<i>0.00</i>
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	<i>0.00</i>
Adjusted Net Terminal Revenue	<u>5,756,442.28</u>
Racetrack @ 46.50% / 42%	2,676,745.66
Lottery Fund @ 30% / 0%	1,726,932.69
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	402,950.96
Workers' Compensation Debt Reduction @ 7% / 0%	402,950.96
Employee Pension Fund @ 1% / .5%	57,564.42
Greyhound Development @ .75%	43,173.32
Thoroughbred Development @ .75%	43,173.32
Racing Commission @ 1%	57,564.42
County/Municipality @ 2%	115,128.84
3% Funds:	
Tourism Promotion Fund @ 1.375%	79,151.08
Development Office Promotion Fund @ .375%	21,586.66
Research Challenge Fund @ .5%	28,782.21
Capitol Renovation and Improvement Fund @ .6875%	39,575.54
2004 Capitol Complex Parking Garage Fund @ .0625%	3,597.78
1% Funds:	
State Capitol Complex Parking Garage @ 1%	57,564.42
Cultural Facilities and Capitol Resources @ .5%	0.00
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>0.00</u>
	<u>5,756,442.28</u>

WEST VIRGINIA LOTTERY
 First Benchmark
 Charles Town
 County / City Split
 Fiscal Year 2014

Charles Town
 1999 Net Terminal Revenue \$ 45,603,174
 Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR	CHARLES	HARPERS	RANSON	SHEPHERDS
				7.93%	TOWN 39.90%	FERRY 2.17%	33.68%	TOWN 16.32%
6 days ending: 07/06/13	\$ 123,196.88	\$ 123,196.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending: 07/13/13	\$ 128,060.40	\$ 128,060.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/20/13	\$ 115,128.84	\$ 115,128.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 366,386.12	\$ 366,386.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Benchmark Goal @ 2% \$ 912,063.48
 Remainder until 1% / 1% Split \$ 545,677.36

VIDEO LOTTERY REPORT

FY 2010		FY 2011		FY 2012		FY 2013		FY 2014	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
07/04/2009 *	128,262.42	07/03/2010	115,402.58	7/1-2/2011	69,824.12	07/07/2012	161,637.92	07/06/2013	123,196.88
07/11/2009	168,815.08	07/10/2010	205,731.64	07/09/2011	171,717.28	07/14/2012	129,458.04	07/13/2013	128,060.40
07/18/2009	160,652.98	07/17/2010	161,386.76	07/16/2011	143,019.52	07/21/2012	130,037.00	07/20/2013	115,128.84
07/25/2009	158,869.08	07/24/2010	160,368.28	07/23/2011	146,508.00	07/28/2012	137,164.44		
08/01/2009	174,493.08	07/31/2010	157,802.08	07/30/2011	144,510.28	08/04/2012	132,931.16		
08/08/2009	138,408.80	08/07/2010	136,494.98	08/06/2011	151,495.28	08/11/2012	134,212.88		
08/15/2009	81,222.14	08/14/2010	78,376.68	08/13/2011	117,350.38	08/18/2012	110,241.90		
08/22/2009	76,260.31	08/21/2010	76,199.02	08/20/2011	71,614.12	08/25/2012	66,209.90		
08/29/2009	80,472.92	08/28/2010	72,460.03	08/27/2011	63,432.14	09/01/2012	67,133.42		
09/05/2009	80,798.15	09/04/2010	76,362.84	09/03/2011	80,837.76	09/08/2012	74,029.40		
09/12/2009	86,286.92	09/11/2010	82,969.36	09/10/2011	84,845.80	09/15/2012	61,838.04		
09/19/2009	70,010.15	09/18/2010	67,638.78	09/17/2011	66,748.62	09/22/2012	56,996.90		
09/26/2009	69,316.87	09/25/2010	70,435.06	09/24/2011	68,929.80	09/29/2012	61,611.40		
10/03/2009	72,286.04	10/02/2010	71,013.86	10/01/2011	68,871.64	10/06/2012	62,715.20		
10/10/2009	69,650.63	10/09/2010	69,311.50	10/08/2011	70,866.90	10/13/2012	60,710.18		
10/17/2009	73,560.21	10/16/2010	75,234.62	10/15/2011	75,262.66	10/20/2012	62,333.08		
10/24/2009	67,581.66	10/23/2010	70,290.80	10/22/2011	68,757.72	10/27/2012	58,073.54		
10/31/2009	64,528.30	10/30/2010	65,615.04	10/29/2011	60,507.98	11/03/2012	56,545.30		
11/07/2009	63,741.59	11/06/2010	61,337.62	11/05/2011	70,673.88	11/10/2012	56,110.96		
11/14/2009	65,959.64	11/13/2010	64,595.28	11/12/2011	67,627.10	11/17/2012	57,432.36		
11/21/2009	59,547.05	11/20/2010	56,010.08	11/19/2011	60,690.60	11/24/2012	65,888.86		
11/28/2009	72,399.98	11/27/2010	71,170.90	11/26/2011	74,140.54	12/01/2012	50,243.34		
12/05/2009	51,006.51	12/04/2010	53,215.08	12/03/2011	59,429.94	12/08/2012	50,770.96		
12/12/2009	52,460.58	12/11/2010	46,944.00	12/10/2011	51,395.44	12/15/2012	47,022.38		
12/19/2009	32,834.39	12/18/2010	42,076.76	12/17/2011	55,981.32	12/22/2012	46,838.96		
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01/02/2010	92,980.40	01/01/2011	85,152.12	12/31/2011	94,661.00	01/05/2013	71,673.52		
01/09/2010	55,020.46	01/08/2011	54,301.30	01/07/2012	74,863.40	01/12/2013	50,416.30		
01/16/2010	60,551.28	01/15/2011	54,005.90	01/14/2012	58,901.92	01/19/2013	51,211.88		
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01/30/2010	48,527.75	01/29/2011	48,036.94	01/28/2012	62,898.78	02/02/2013	52,067.92		
02/06/2010	37,155.14	02/05/2011	60,777.44	02/04/2012	72,154.66	02/09/2013	52,222.20		
02/13/2010	44,334.00	02/12/2011	67,471.84	02/11/2012	66,429.04	02/16/2013	64,243.52		
02/20/2010	76,946.12	02/19/2011	72,018.54	02/18/2012	77,455.88	02/23/2013	64,115.70		
02/27/2010	72,024.40	02/26/2011	75,544.02	02/25/2012	77,611.78	03/02/2013	62,602.74		

03/06/2010	76,936.85	03/05/2011	74,535.34	03/03/2012	75,963.86	03/09/2013	59,213.26
03/13/2010	71,007.37	03/12/2011	66,979.48	03/10/2012	76,808.62	03/16/2013	62,366.36
03/20/2010	74,335.38	03/19/2011	73,113.26	03/17/2012	76,883.92	03/23/2013	59,841.02
03/27/2010	69,941.88	03/26/2011	68,490.80	03/24/2012	72,108.36	03/30/2013	57,567.98
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04/10/2010	69,692.79	04/09/2011	67,076.78	04/07/2012	75,382.98	04/13/2013	56,849.30
04/17/2010	69,335.92	04/16/2011	64,698.56	04/14/2012	71,065.34	04/20/2013	55,432.12
04/24/2010	68,714.11	04/23/2011	67,674.14	04/21/2012	68,055.08	04/27/2013	58,612.74
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05/15/2010	70,186.32	05/14/2011	66,699.76	05/12/2012	63,357.92	05/18/2013	61,172.80
05/22/2010	64,695.71	05/21/2011	63,210.44	05/19/2012	78,984.36	05/25/2013	57,131.24
05/29/2010	67,157.40	05/28/2011	64,724.06	05/26/2012	67,396.24	06/01/2013	65,920.66
06/05/2010	77,371.80	06/04/2011	74,952.34	06/02/2012	76,959.44	06/08/2013	55,233.74
06/12/2010	66,106.29	06/11/2011	62,203.12	06/09/2012	63,584.86	06/15/2013	54,067.52
06/19/2010	64,888.48	06/18/2011	61,200.76	06/16/2012	59,436.12	06/22/2013	54,690.28
06/26/2010	63,950.29	06/25/2011	65,470.44	06/23/2012	55,921.30	06/29/2013	55,991.38
06/30/2010	29,667.19	06/30/2011	34,351.16	06/30/2012	58,207.40	06/30/2013	11,509.54

TOTALS 4041141.56

4016541.01

4124906.8

3580645.18

366386.1

Table Game Revenue

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March, 2011	120,927.10	February, 2012	142,770.01	February, 2013	121,636.62
April, 2011	130,654.61	March, 2012	151,845.46	March, 2013	149,033.62
May, 2011	130,492.02	April, 2012	127,862.26	April, 2013	105,545.23
June, 2011	121,576.41	May, 2012	137,905.13	May, 2013	109,747.38
		June, 2012	129,235.38	June, 2013	104,803.37
Total 2010-2011	1297391.7	Total 2011-2012	1602900.84	Total 2011-2012	1530462.31

Table Game Revenue Distribution - Jefferson County School Board

<u>Date</u>	<u>Amount</u>
July, 2011	425,154.03
August, 2011	412,421.76
September, 2011	331,125.75
October, 2011	372,821.82
November, 2011	363,356.61
December, 2011	421,529.79
January, 2012	413,438.04
February, 2012	428,310.03
March, 2012	455,536.38
April, 2012	383,586.78
May, 2012	413,715.39
June, 2012	387,706.12
<u>Total 2011-2012</u>	<u>4,808,702.50</u>

<u>Date</u>	<u>Amount</u>
July, 2012	415,990.92
August, 2012	399,737.49
September, 2012	382,597.20
October, 2012	379,446.06
November, 2012	403,331.79
December, 2012	440,033.75
January, 2013	397,951.05
February, 2013	381,857.07
March, 2013	447,100.86
April, 2013	316,635.69
May, 2013	329,242.14
June, 2013	314,410.11
<u>Total 2011-2012</u>	<u>4,608,334.13</u>