

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, OCTOBER 17, 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 of October 3, 2013

APPROVAL OF PURCHASE ORDERS

- October 17, 2013

APPROVAL OF ACCOUNTS PAYABLE

- October 10, 2013
- October 17, 2013

PUBLIC COMMENT

PRESENTATIONS:

1. 9:45 a.m. **Angie Banks, Assessor**
- Exonerations - Discussion/Action
2. 9:50 a.m. **Laura Storm, Circuit Clerk**
- Renewing request to approve the hiring of two (2) Full Time Deputy Clerks
- Discussion/Action
3. 10:00 a.m. **Jeffery Polczynski, Director of Communications**
- Contract Approval and Signature with Spillman Technologies, Inc.
- Discussion/Action
4. 10:10 a.m. **Barbara Miller, Director Homeland Security & Emergency Management**
- Memorandum of Understanding with Jefferson County Schools to use schools during emergencies - Discussion/Action
5. 10:15 a.m. **Elizabeth McDonald, President, Jefferson County Farmland Protection Board**
- Approval of purchase of one Agricultural Conservation Easement
- Discussion/Action
6. 10:45 a.m. **BREAK**

7. 11:00 a.m. Lynn Fields, Deputy Probate Clerk
- Probate Quarterly Review and Closings - Discussion/Action
8. 11:15 a.m. Interviews & Appointments
- Jefferson County Board of Zoning Appeals - one unexpired term ending January 1, 2014 - Discussion/Action
9. 11:25 a.m. Interviews & Appointments
- Jefferson County Enhanced E-9-1-1 Board - one - three year term ending September 1, 2016 - Discussion/Action
10. 11:35 p.m. Roger Goodwin, Chief Engineer
- Mission Ridge Subdivision - Site Work (street paving & old Route 9 turn lanes at entrance), close out of bond escrow account - Discussion/Action
- Bond reduction and/or release, Hardy Cellular Telephone Company - Mountain Mission Telecommunications Facility/Kenneth Wilt Property
- Discussion/Action

UNFINISHED BUSINESS:

11. Funding of Comprehensive Plan Planner/Zoning Administrator Position - Discussion/Action
(Possible Executive Session)
12. Contract with Leslie Smith for Financial Consultant - Discussion/Action

NEW BUSINESS:

13. Approval of Resolution - Community Participation Grant Program for the Western Potomac Economic Partnership in the amount of \$25,000 - Discussion/Action

DEPUTY COUNTY ADMINISTRATOR REPORT:

- Sandy McDonald, Deputy Administrator - payment for claim under Public Officials Coverage - land use endorsement - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Hiring of one full time and one part time employee for IT - Discussion/Action
- Approval of new hire for Prosecuting Attorney's Office, Lindsay Leatherman, Assistant Prosecuting Attorney

COUNTY COMMISSION REPORTS

14. 12:00 p.m. LUNCH

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

15. 1:30 p.m. Roger Goodwin, Chief Engineer  
Property Safety Enforcement Agency - Hearing on Case 12-001 (Bierer) -  
Property located at 169 Daisy Lane, Walnut Grove Subdivision, Charles Town  
Tax District, Map 4C, Parcel 32 Deed Book 737, Page 340  
- Discussion/Action
16. 2:00 p.m. Roger Goodwin, Chief Engineer  
- Property Safety Enforcement Agency - Hearing on Case 12-002 (Williams &  
Yastrzemski) Property located at 111 Fairway Drive, Sleepy Hollow Estates  
Subdivision Harpers Ferry Tax District, Map 11B, Parcel 15 Deed Book 927,  
Page 532 - Discussion/Action

**DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCY WRITTEN REPORTS**

- Jefferson County Farmland Protection Board Quarterly (Q3 2013) Update Report
- Jefferson County Emergency Services Agency Quarterly Update Report
- Jefferson County Historic Landmarks Commission Quarterly Report, 07-01-2013 through 09-30-2013

**CORRESPONDENCE:**

Notice of Jefferson County Extension Service Committee meeting on Wednesday, October 30, 2013 at 7 p.m.

Invitation to the Community Alternatives to Violence & Berkeley/Jefferson Day Report Center Annual Luncheon on Thursday, October 31, 2013 - 1 p.m.

National Association of Counties Participation and Membership Benefits Report.

Memorandum from Office of Impact Fees - Transfer of Funds from Office of Impact Fees General Account to Sheriff's Schools Impact Fee Account.

Memorandum for Office of Impact Fees - Transfer of Funds from Office of Impact Fees General Account to Sheriff's Law Enforcement Impact Fee Account.

Memorandum from Office of Impact Fees - Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks & Recreation Impact Fee Account.

Memorandum from Office of Impact Fees - Transfer of Funds from Office of Impact Fees General Account to Sheriff's Fire & EMS Impact Fee Account.

**Impact Fee Status Report - September 2013.**

**Memorandum from the State of West Virginia Development Office regarding 2015-2019 Five Year Consolidated Plan. Notification of Public Hearings and Invitation to Comment on Needs Assessment.**

**Letter form West Virginia Department of Environmental Protection regarding Best Management Practices in the Potomac River Basin.**

**Copy of letter to Deborah Beckner, Communications Coordinator, WV State Police regarding Jefferson County implementing CAD.**

**Legal notice from Loudoun County, VA regarding Public Hearing on a Comprehensive Plan Amendment.**

**Memorandum from WV Division of Energy regarding Local Energy Efficiency Grant Program.**

**Memorandum from WV Development Office regarding FY 2013 Land and Water Conservation Fund - Invitation to Submit Applications.**

**WV Department of Military Affairs and Public Safety, Division of Homeland Security & Emergency Management regarding 2014 HMEP Planning Grant application approval.**

**West Virginia Lottery Weekly Settlement for Charles Town, week ending September 28, 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, October 3, 2013

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A meeting of the Jefferson County Commission was held on Thursday, October 3, 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, Jessica Carroll, Executive Administrative Assistant Candidate, and Jimmy Eddie, Bailiff. (An audiotape of the October 3, 2013 meeting is available through the Jefferson County Commission Office.)

### PLEDGE OF ALLEGIANCE

Commissioner Noland led the Pledge of Allegiance.

### APPROVAL OF MINUTES

**Motion by Mr. Manuel to approve the Regular Minutes of the September 19, 2013 Commission Meeting with noted correction. Motion seconded and unanimously approved.**

**Motion by Ms. Widmyer to approve the Minutes of September 19, 2013 Public Hearing as presented. Motion seconded and unanimously approved.**

**Motion by Ms. Noland to approve the Minutes of September 25, 2012 Special Session with noted corrections. Motion seconded and unanimously approved.**

### APPROVAL OF PURCHASE ORDERS

**Motion by Ms. Widmyer to approve Purchase Orders in the amount of \$8,758.35 to include P.O. Nos. 51677, 51694, 51695, 51697, 51799, 51800, 50240, 51904, 51906, 51908, 51909, 51910, 50345, 51655 and 51657. Motion seconded and unanimously approved.**

### APPROVAL OF ACCOUNTS PAYABLE

| CHCKNO | DEPT    | VENDOR                   | PONUM | POAMT | NOAMT        | CHECK AMOUNT |
|--------|---------|--------------------------|-------|-------|--------------|--------------|
| 070742 | PAYROLL | AMERICAN FAMILY LIFE ICU |       | \$ -  | \$ 4,089.44  | \$ 4,089.44  |
| 070743 | 428     | ACS GOVERNMENT SYSTEMS   |       | \$ -  | \$ 13,420.25 | \$ 13,420.25 |
| 070744 | 412     | COMCAST                  |       | \$ -  | \$ 80.50     | \$ 80.50     |
| 070744 | 425     | COMCAST                  |       | \$ -  | \$ 443.03    | \$ 443.03    |
| 070745 | 712     | AT&T/GA                  |       | \$ -  | \$ 57.38     | \$ 57.38     |

|        |         |                          |       |             |              |              |
|--------|---------|--------------------------|-------|-------------|--------------|--------------|
| 070746 | ALLOC   | AHA/ART&HUMANITIES ALLNC |       | \$ -        | \$ 2,302.61  | \$ 2,302.61  |
| 070747 | 425     | B-K OFFICE SUPPLY INC    | 51875 | \$ 266.00   | \$ -         | \$ 266.00    |
| 070747 | 425     | B-K OFFICE SUPPLY INC    | 51896 | \$ 515.25   | \$ -         | \$ 515.25    |
| 070748 | 425     | BOLAND SERVICES          | 51879 | \$ 1,391.00 | \$ -         | \$ 1,391.00  |
| 070749 | PAYROLL | BUREAU F/CHILD SUPPORT   |       | \$ -        | \$ 49.85     | \$ 49.85     |
| 070750 | PAYROLL | BUREAU FOR CHILD SUPPORT |       | \$ -        | \$ 28.85     | \$ 28.85     |
| 070751 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -        | \$ 461.54    | \$ 461.54    |
| 070752 | 717     | BLUE GRENADE             | 51902 | \$ 650.00   | \$ -         | \$ 650.00    |
| 070753 | GRANT   | BRWC-BLUE RIDGE WATERSHE |       | \$ -        | \$ 10,000.00 | \$ 10,000.00 |
| 070754 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -        | \$ 119.54    | \$ 119.54    |
| 070755 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -        | \$ 530.77    | \$ 530.77    |
| 070756 | 716     | BOBBY SCHWARTZ LIVESTOCK | 51886 | \$ 100.00   | \$ -         | \$ 100.00    |
| 070757 | 115     | BERKELEY/JEFFERSON DAY   |       | \$ -        | \$ 5,625.00  | \$ 5,625.00  |
| 070758 | PAYROLL | VA DEPT OF TAXATION      |       | \$ -        | \$ 704.48    | \$ 704.48    |
| 070759 | 712     | FRONTIER WV, INC         |       | \$ -        | \$ 380.00    | \$ 380.00    |
| 070760 | 975     | COMPLETE SYSTEM SUPPORT  | 51797 | \$ 6,425.00 | \$ -         | \$ 6,425.00  |
| 070761 | 405     | MARCIA L. CHANDLER, RPR  | 51651 | \$ 84.70    |              | \$ 84.70     |
| 070762 | 700     | CHIEF                    | 51522 | \$ 776.17   | \$ -         | \$ 776.17    |
| 070763 | PAYROLL | CHILD SUPPORT ENFORCE AG |       | \$ -        | \$ 27.69     | \$ 27.69     |
| 070764 | PAYROLL | COLONIAL LIFE            |       | \$ -        | \$ 487.46    | \$ 487.46    |
| 070765 | PAYROLL | DIVERSIFIED COLLECTION   |       | \$ -        | \$ 154.83    | \$ 154.83    |
| 070766 | 717     | DONALD B. RICE TIRE CO.  | 51876 | \$ 519.36   | \$ -         | \$ 519.36    |
| 070767 | 716     | NANCY DOYLE              | 51513 | \$ 190.57   | \$ -         | \$ 190.57    |
| 070768 | 700     | GALLS,LLC/QUATERMASTER L | 51514 | \$ 951.90   | \$ -         | \$ 951.90    |
| 070768 | 716     | GALLS,LLC/QUATERMASTER L | 51514 | \$ 628.70   | \$ -         | \$ 628.70    |
| 070769 | 415     | GENERAL COUNTY FUND-J FE |       | \$ -        | \$ 15,512.53 | \$ 15,512.53 |
| 070770 | 425     | GRAINGER, INC            | 51882 | \$ 136.34   | \$ -         | \$ 136.34    |
| 070770 | 425     | GRAINGER, INC            | 51898 | \$ 366.42   | \$ -         | \$ 366.42    |
| 070771 | 716     | HILLSIDE VETERINARY HO5P | 50367 | \$ 192.35   | \$ -         | \$ 192.35    |
| 070772 | 404     | TERESA HENDRICKS         |       | \$ 29.72    |              | \$ 29.72     |
| 070773 | 712     | BROOKE HESS              |       | \$ -        | \$ 128.80    | \$ 128.80    |
| 070774 | PAYROLL | ING NATIONAL TRUST       |       | \$ -        | \$ 3,385.00  | \$ 3,385.00  |
| 070775 | 716     | JEFFERSON CO HEALTH DEPT | 50372 | \$ 1,005.00 | \$ -         | \$ 1,005.00  |
| 070776 | ALLOC   | JEFFERSON COUNTY HISTORI |       | \$ -        | \$ 2,302.61  | \$ 2,302.61  |
| 070777 | 700     | JEFFERSON PUBLISH CO INC | 51517 | \$ 333.34   | \$ -         | \$ 333.34    |
| 070777 | 405     | JEFFERSON PUBLISH CO INC | 51656 | \$ 81.00    |              | \$ 81.00     |
| 070778 | 425     | JEFFERSON RENTAL         | 51881 | \$ 131.20   | \$ -         | \$ 131.20    |
| 070779 | 712     | DR ROBERT JONES          |       | \$ -        | \$ 1,000.00  | \$ 1,000.00  |
| 070780 | PAYROLL | JEFFERSON SECURITY BANK  |       | \$ -        | \$ 40.00     | \$ 40.00     |
| 070780 | PAYROLL | JEFFERSON SECURITY BANK  |       | \$ -        | \$ 4,793.00  | \$ 4,793.00  |

|        |         |                          |       |               |              |               |
|--------|---------|--------------------------|-------|---------------|--------------|---------------|
| 070781 | 717     | JERRY'S FORD/LINCOLN/MER | 51900 | \$ 327.44     | \$ -         | \$ 327.44     |
| 070782 | 700     | LAW ENFORCEMENT SYS INC  | 51518 | \$ 395.00     | \$ -         | \$ 395.00     |
| 070783 | 405     | RALPH A LORENZETTI JR    |       | \$ -          | \$ 103.45    | \$ 103.45     |
| 070784 | 700     | MATTHEW BENDER & CO      | 51520 | \$ 335.11     | \$ -         | \$ 335.11     |
| 070785 | PAYROLL | COMPTROLLER OF MARYLAND  |       | \$ -          | \$ 558.86    | \$ 558.86     |
| 070786 | 405     | JENNIFER E. MAY-SANNER   |       | \$ -          | \$ 31.93     | \$ 31.93      |
| 070787 | 716     | MATILDA BAY FARM         | 51885 | \$ 375.00     | \$ -         | \$ 375.00     |
| 070788 | PAYROLL | HELEN M. MORRIS, TRUSTEE |       | \$ -          | \$ 150.00    | \$ 150.00     |
| 070789 | PAYROLL | NATIONWIDE RETIREMENT    |       | \$ -          | \$ 749.00    | \$ 749.00     |
| 070790 | 700     | NO RULES LETTERING 2013  | 51519 | \$ 500.00     | \$ -         | \$ 500.00     |
| 070791 | ALLOC   | JEFF CO PARKS &          |       | \$ -          | \$ 24,177.37 | \$ 24,177.37  |
| 070792 | 404     | PIFER OFFICE SUPPLY, INC | 52114 | \$ 349.21     | \$ -         | \$ 349.21     |
| 070793 | 712     | JEFFREY POLCZYNSKI       |       | \$ -          | \$ 174.80    | \$ 174.80     |
| 070794 | 405     | PAMELA PATTERSON         | 51652 | \$ 292.60     | \$ -         | \$ 292.60     |
| 070795 | 700     | RAY ALLEN MFG,LLC.       | 51521 | \$ 1,082.80   | \$ -         | \$ 1,082.80   |
| 070796 | 704     | ST/WV REGIONAL JAIL &    | 52143 | \$ 108,369.50 | \$ -         | \$ 108,369.50 |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 25.98     | \$ 25.98      |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 10,075.16 | \$ 10,075.16  |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 111.10    | \$ 111.10     |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 85.70     | \$ 85.70      |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 20.04     | \$ 20.04      |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 43,079.02 | \$ 43,079.02  |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 40,900.55 | \$ 40,900.55  |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 129.54    | \$ 129.54     |
| 070797 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 68.86     | \$ 68.86      |
| 070798 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 33.99     | \$ 33.99      |
| 070798 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 110.26    | \$ 110.26     |
| 070798 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -          | \$ 30,789.10 | \$ 30,789.10  |
| 070799 | PAYROLL | WV DEPUTY SHRF RETIREMEN |       | \$ -          | \$ 16,434.22 | \$ 16,434.22  |
| 070799 | PAYROLL | WV DEPUTY SHRF RETIREMEN |       | \$ -          | \$ 10,745.42 | \$ 10,745.42  |
| 070800 | 700     | TSSI/TACTICAL & SURVIVAL | 51515 | \$ 1,135.26   | \$ -         | \$ 1,135.26   |
| 070801 | 717     | SNAP ON TOOLS            | 51857 | \$ 999.00     | \$ -         | \$ 999.00     |
| 070802 | 716     | SLEEPNG FOX FARM         | 51883 | \$ 751.30     | \$ -         | \$ 751.30     |
| 070803 | 700     | TELTRONIC                | 51516 | \$ 268.99     | \$ -         | \$ 268.99     |
| 070804 | 717     | TRI STATE TIRES          |       | \$ 78.00      |              | \$ 78.00      |
| 070805 | 717     | TRENARY SERVICE CO       | 51880 | \$ 113.00     | \$ -         | \$ 113.00     |
| 070806 | 716     | TEVA/TOTAL EQUINE VET AS | 51884 | \$ 1,454.00   | \$ -         | \$ 1,454.00   |
| 070807 | ALLOC   | JEFFERSON CO CONVENTION  |       | \$ -          | \$ 28,782.59 | \$ 28,782.59  |
| 070808 | PAYROLL | WV PUB EMP RETIRE SYS    |       | \$ -          | \$ 101.01    | \$ 101.01     |
| 070808 | PAYROLL | WV PUB EMP RETIRE SYS    |       | \$ -          | \$ 31.35     | \$ 31.35      |

|              |         |                       |       |                      |                      |                      |
|--------------|---------|-----------------------|-------|----------------------|----------------------|----------------------|
| 070808       | PAYROLL | WV PUB EMP RETIRE SYS |       | \$ -                 | \$ 82,081.07         | \$ 82,081.07         |
| 070808       | PAYROLL | WV PUB EMP RETIRE SYS |       | \$ -                 | \$ 25,473.59         | \$ 25,473.59         |
| 070809       | 405     | WV STATE BAR          | 51653 | \$ 300.00            | \$ -                 | \$ 300.00            |
| 070810       | PAYROLL | WV CPRB/LOAN DIVISION |       | \$ -                 | \$ 166.50            | \$ 166.50            |
| 070811       | 412     | WPS,INC               | 50024 | \$ 212.92            | \$ -                 | \$ 212.92            |
| 070812       | PAYROLL | WV COUNTIES GROUP     |       | \$ -                 | \$ 120,779.50        | \$ 120,779.50        |
|              |         |                       |       |                      |                      |                      |
| <b>TOTAL</b> |         |                       |       |                      |                      | <b>\$ 634,208.27</b> |
| <b>TOTAL</b> |         |                       |       | <b>\$ 132,113.15</b> | <b>\$ 502,095.12</b> | <b>\$ 634,208.27</b> |

**Motion by Ms. Tabb to approve the accounts payable for September 26, 2013 in the amount of \$634,208.27. Motion seconded and unanimously approved.**

| CHCKNO | DEPT    | VENDOR                   | PONUM | POAMT    | NOAMT         | CHECK AMOUNT  |
|--------|---------|--------------------------|-------|----------|---------------|---------------|
| 070814 | 428     | ACCURATE SYSTEMS INC     |       | \$ -     | \$ 6,000.00   | \$ 6,000.00   |
| 070815 | 412     | BARDANE PUBLIC HEALTH CT |       | \$ -     | \$ 383.00     | \$ 383.00     |
| 070816 | ALLOC   | BOLIVAR/HARPERS FERRY    |       | \$ -     | \$ 16,250.00  | \$ 16,250.00  |
| 070817 | 439     | JENNIFER M. BROCKMAN     |       | \$ -     | \$ 100.00     | \$ 100.00     |
| 070817 | 439     | JENNIFER M. BROCKMAN     |       | \$ -     | \$ 93.23      | \$ 93.23      |
| 070818 | 401     | 201 N. GEORGE ST LLC     |       | \$ -     | \$ 9,638.92   | \$ 9,638.92   |
| 070819 | 428     | CDW-GOVERNMENT INC       |       | \$ -     | \$ 160.39     | \$ 160.39     |
| 070820 | 425     | OLD CHARLES TOWN LIBRARY |       | \$ -     | \$ 1,500.00   | \$ 1,500.00   |
| 070820 | ALLOC   | OLD CHARLES TOWN LIBRARY |       | \$ -     | \$ 16,250.00  | \$ 16,250.00  |
| 070821 | 425     | DEHAVEN BERKELEY SPRINGS |       | \$ -     | \$ 79.80      | \$ 79.80      |
| 070822 | PAYROLL | DELTA DENTAL OF WV       |       | \$ -     | \$ 5,820.59   | \$ 5,820.59   |
| 070823 | ALLOC   | EASTERN PANHANDLE TRANSI |       | \$ -     | \$ 3,425.00   | \$ 3,425.00   |
| 070824 | 405     | FEDEX                    |       | \$ -     | \$ 19.23      | \$ 19.23      |
| 070825 | PAYROLL | GUARDIAN - APPLETON      |       | \$ -     | \$ 1,945.16   | \$ 1,945.16   |
| 070825 | PAYROLL | GUARDIAN - APPLETON      |       | \$ -     | \$ 1,672.80   | \$ 1,672.80   |
| 070826 | 428     | GLOBAL DATA CONSULTANTS  |       | \$ -     | \$ 1,622.50   | \$ 1,622.50   |
| 070827 | 700     | THOMAS HANSEN            |       | \$ -     | \$ 76.50      | \$ 76.50      |
| 070828 | 412     | MICHAEL HARMAN           |       | \$ -     | \$ 226.07     | \$ 226.07     |
| 070829 | 700     | KATHY HERTELENDY         |       | \$ -     | \$ 178.50     | \$ 178.50     |
| 070830 | ALLOC   | JEFF CO DEVELOPMENT AUTH |       | \$ -     | \$ 31,964.75  | \$ 31,964.75  |
| 070831 | ALLOC   | JEFFERSON CO EMERGENCY   |       | \$ -     | \$ 452,363.25 | \$ 452,363.25 |
| 070832 | 405     | LYNDESEY W. LEATHERMAN   |       | \$ -     | \$ 250.00     | \$ 250.00     |
| 070833 | PAYROLL | HIGHMARK WV              |       | \$ -     | \$ 184,933.11 | \$ 184,933.11 |
| 070834 | 412     | SHAY MCNEIL              |       | \$ -     | \$ 358.19     | \$ 358.19     |
| 070835 | ALLOC   | JEFF CO PARKS &          |       | \$ -     | \$ 72,229.00  | \$ 72,229.00  |
| 070836 | 406     | PIFER OFFICE SUPPLY, INC | 51417 | \$ 97.90 | \$ -          | \$ 97.90      |

|        |       |                          |       |           |               |               |
|--------|-------|--------------------------|-------|-----------|---------------|---------------|
| 070837 | 700   | WILLIAM POTTER           |       | \$ -      | \$ 178.50     | \$ 178.50     |
| 070838 | 700   | ROMULO QUEZADA           |       | \$ -      | \$ 11.16      | \$ 11.16      |
| 070839 | GRANT | EASTERN PANHANDLE REGION |       | \$ -      | \$ 1,150.00   | \$ 1,150.00   |
| 070840 | ALLOC | SHEPHERDSTOWN PUB LIBRAR |       | \$ -      | \$ 16,250.00  | \$ 16,250.00  |
| 070841 | ALLOC | SOUTH JEFFERSON PUBLIC   |       | \$ -      | \$ 16,250.00  | \$ 16,250.00  |
| 070842 | 412   | STAPLES CREDIT PLAN      |       | \$ -      | \$ 32.94      | \$ 32.94      |
| 070842 | 424   | STAPLES CREDIT PLAN      |       | \$ -      | \$ 30.48      | \$ 30.48      |
| 070842 | 712   | STAPLES CREDIT PLAN      |       | \$ -      | \$ 109.70     | \$ 109.70     |
| 070843 | 975   | SUMMIT COMMUNITY BANK    |       | \$ -      | \$ 2,441.41   | \$ 2,441.41   |
| 070844 | 700   | LARRY VANGOSEN           |       | \$ -      | \$ 178.50     | \$ 178.50     |
| 070845 | 405   | WEST PAYMENT CENTER      | 51638 | \$ 133.50 | \$ -          | \$ 133.50     |
| 070846 | ALLOC | WVU                      |       | \$ -      | \$ 5,500.00   | \$ 5,500.00   |
|        |       |                          |       |           |               |               |
| TOTAL  |       |                          |       |           |               | \$ 849,904.08 |
| TOTAL  |       |                          |       | \$ 231.40 | \$ 849,672.68 | \$ 849,904.08 |

**Motion by Ms. Noland to approve the accounts payable for October 3, 2013 in the amount of \$849,904.08. Motion seconded and unanimously approved.**

**PUBLIC COMMENT:**

Ralph Lorenzetti, Prosecuting Attorney for Jefferson County - introduced Lindsay Leatherman as the new Assistant Prosecutor.

Martin Burke, resident – spoke regarding his concerns about the noise levels in Summit Point.

- o Mr. Manuel noted for the record: “At the last County Commission meeting, the Commission made a request of the Sheriff to work with Counsel to come up with a noise ordinance that was enforceable. The Sheriff believes that the current noise ordinance is difficult if not impossible to enforce, so that is happening as we speak.”

**PRESENTATIONS:**

1. The Honorable John Unger, West Virginia Senator presented a Community Participation Grant to the Homeless Collation in the amount of \$20,000.
2. The Honorable Stephen Skinner, West Virginia House of Delegates presented a Community Participation Grant to the Friends of Blackwater, JR Clifford Project in the amount of \$1,000.

3. Angie Banks, County Assessor – Exonerations

| NAME       | DISTRICT                  | TYPE              | TICKET NO. | AMOUNT   |
|------------|---------------------------|-------------------|------------|----------|
| Todd Pillo | Charles Town Municipality | Personal Property | 306213     | \$513.26 |

- **Motion by Ms. Noland to approve the Exoneration for Todd Pillo as presented by the Assessor. Motion seconded and unanimously approved.**

4. Laura Storm, Circuit Clerk – requested the approval of the hiring of Tracey Lee Rizk and Meghan Ann Watson to the full-time position as Deputy Clerk within the County Clerk’s office effective September 30, 2013. The salary will be \$30,000 with full benefits afforded to Jefferson County Commission employees. These positions are already approved positions, and Ms. Storm stated that she has the money within her budget and is not requesting any additional funds from the Commission.

- **Motion by Mr. Manuel to approve the hiring of Tracey Lee Rizk and Meghan Ann Watson to the full-time position of Deputy Clerk with a starting salary of \$30,000. Motion dies for lack of a second.**

- Under unanimous consent from the Commission, Teresa Hendricks, Tax Office, was permitted to speak in order to clarify Ms. Storm’s comments regarding the salaries of the employees within Ms. Hendricks’ office.

- **Motion by Ms. Widmyer to move approval of the hiring of two positions at a salary that is consistent with the compensation guidelines of the Jefferson County Commission. Motion seconded and unanimously approved.**

5. Jennifer Maghan, County Clerk – as discussed at the September 19, 2013 Commission Meeting, the grant amount from the State for the electronic poll books was less than originally reported. The County Clerk’s office does not have \$23,000 in their budget to compensate for the shortfall from the State. The total amount the County would be required to pay would be \$57,049.

- **Motion by Mr. Manuel to take the additional \$23,000 from the Capital Fund for the purchase of electronic poll books. Motion seconded but fails on a vote of 2-3 with Ms. Noland, Mr. Pellish, and Ms. Tabb opposing.**

6. The Commission recessed for break at 11a.m.  
The Commission reconvened from break at: 11:15 am

7. Lynn Fields, Probate Clerk – Ms. Fields requested to admit to record a letter from Carroll M. Crawford regarding the Estate of Elva N. Crawford.

- **The Commission entered into Special Session as a Fiduciary Board to discuss probate matters.**
- **Motion by Ms. Noland to admit to record the letter from Carroll M. Crawford regarding the Estate of Elva N. Crawford. Motion seconded and unanimously approved.**

Lynn Fields, Probate Clerk – David DeJarnett, Esquire, is requesting a date for the public hearing on the Printz Estate.

- Ms. Widmyer stated for the record that she recused herself from the prior hearing on the Printz Estate due to friendship ties and familiarity with the case. Ms. Widmyer will also be recusing herself from the upcoming hearing on the Printz Estate.

- **Upon unanimous consent, the Commission selected Tuesday, October 29<sup>th</sup> at 9 a.m. as the tentative date for the public hearing on the Printz Estate. It was agreed that Thursday, November 14<sup>th</sup> would be the alternate date for the hearing.**

8. Roger Goodwin, Chief County Engineer – requested the approval of the invoicing for the project management costs incurred by the Engineering Department staff in managing the Mission Ridge Subdivision site improvements project and to make payment from the bond escrow account in the amount of remaining balance and to close the escrow account.

- Mr. Goodwin’s presentation was moved to the following Commission meeting due to scheduling conflicts.

9. Jennifer Brockman, Director of the Department of Planning and Zoning, requesting approval to move forward with the consideration of the Zoning Administrator candidates for the purpose of making a recommendation to the County Commission for a start date in October, 2013, to fill the vacant Zoning Administrator position for the Department of Zoning in accordance with the Department of Zoning’s budgeted position.

- **Motion by Ms. Widmyer to move forward with filling the vacant Zoning Administrator Position. Motion seconded. Motion withdrawn. Second withdrawn.**
- **Motion by Mr. Pellish to enter into Executive Session to discuss matters of personnel and contract negotiations, citing §6-9A-4 A: “Matters arising from the appointment, employment, retirement, promotion, transfer,**

**demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee unless the public officer or employee or prospective public officer of employee requests an open meeting.” Motion seconded and unanimously approved. Motion withdrawn. Second withdrawn. It was the consensus of the Commission that they would enter into Executive Session after completing the remainder of the items on the agenda.**

Jennifer Brockman, Director of the Department of Planning and Zoning - requested the Commission’s endorsement of the proposed text amendments to WV Code 8A for the purposes of allowing staff to forward the proposed amendments to the County’s State Senators and Delegates for their review and consideration.

- **Motion by Ms. Widmyer that §5-7C be changed to read as follows: “The locally adopted regulations related to the major subdivision or land development approval process may separate the approval process into several steps, including, but not limited to, a Concept Plan, a Preliminary Plat, Construction Documents and a Final Plat. If multiple steps are proposed for a major subdivision or land development approval process, the locally adopted regulations may limit the public hearing process to the Concept Plan and Preliminary Plan and authorize the later stages to be administratively reviewed.” Motion dies for lack of a second.**
- **It was the consensus of the Commission to permit the Departments of Planning and Zoning to forward their proposed amendments to WV Code 8A to the County’s State Senators and Delegates for their review and consideration.**

#### **NEW BUSINESS:**

10. Interviews and Appointments to Boards and Commissions – Sheriff’s Civil Service Commission – 1 Four- year- term ending September 9, 2017.

- **Motion by Ms. Widmyer to nominate Mr. Rosario for the Sheriff’s Civil Service. Motion seconded and unanimously approved.**

#### **COUNTY ADMINISTRATOR REPORTS**

11. Approval of employment for Jefferson County Commission of Jessica Carroll as Executive Administrative Assistant to replace Cindy Schott as a Grade 3 – Step A.

- **Motion by Ms. Tabb to approve the hiring of Jessica Carroll as Grade 3 – Step A commencing September 30, 2013. Motion seconded and unanimously approved.**

12. Approval of employment for Jefferson County Commission of Tim Stanton as Finance Director at Grade 7 – Step F.

- **Motion by Mr. Pellish to approve the hiring of Tim Stanton as Finance Director at Grade 7 – Step F. Motion seconded and unanimously approved.**

13. Potential hiring of one full-time and one part-time IT employee.

- **Ms. Keyser stated she was still conducting interviews for both IT positions and had no current recommendations.**

### **COUNTY ADMINSTRATOR REPORTS**

Web Demos - Ms. Keyser noted she attended two demonstrations for the new Jefferson County website. She stated she would be scheduling another date for the demonstrations so anyone who was unable to attend last time would have another chance to do so.

December 3<sup>rd</sup> Legislative Summit - Ms. Keyser reminded the Commissioners of the December 3<sup>rd</sup> Legislative Summit to be held in Berkeley County and gave a short list of the items that will be on the agenda for the Summit. Commissioner Manuel suggested the Commission have its own legislative forum within Jefferson County as the Commission no longer belongs to the organization that is sponsoring the December 3<sup>rd</sup> summit. Commissioner Widmyer requested that if Jefferson County were to have its own legislative forum, the date should be prior to the December 3<sup>rd</sup> Summit if possible.

Chili Cook-off - Ms. Keyser reminded the Commission of the County Employee Chili Cook-off taking place on Wednesday, October 9<sup>th</sup> from 11:30 – 2pm.

Request to use Courthouse - Ms. Keyser notified the Commission of a request from Shepherd University for a one-time use of the courthouse for a college course. This would require the Sheriff to provide a bailiff. The University has agreed to reimburse the Sheriff's department to cover the cost of retaining a bailiff for the evening. A budget revision would be needed in order for the funds to go back into the Sheriff's budget as opposed to the general fund. The Commissioners gave their consent for the one-time use of the courthouse. The Commissioners also agreed to the budget revision in this instance and others to allow donations to be put back into the Sheriff's budget.

Contract with Leslie Smith – Ms. Keyser notified the Commission that the contract for Leslie Smith was not on the agenda for the current meeting. Due to complications with Ms. Smith acquiring the insurance that is required of her per the amended contract, Ms. Keyser asked the Commissioners if they would like to strike the insurance clause from Ms. Smith's contract in order to expedite the process. It was the consensus of the Commission to discuss this matter with Counsel before taking any further action.

## COUNTY COMMISSIONER'S REPORTS

Lyn Widmyer:

- Attended the Leo Meeting on the Work Investment Board.
- Attended the 40<sup>th</sup> anniversary celebration for the Shepherdstown Daycare Center.

Dale Manuel:

- Attended the Charles Town Festival.
- Attended the Contract for the Hiring of the Financial Consultant Meeting.
- Attended a Safety and Security Meeting.
- Attended the Mountain Heritage Arts and Crafts Festival.

Patsy Noland:

- Attended the Mountain Heritage Arts and Crafts Festival.
- Spoke to a college government class at Shepherd University.
- Attended a meeting to review the candidates to be interviewed for the Region 9 Executive Director position.
- Attended a 4-H Leaders Meeting.
- Will be attending the West Virginia Association of Counties board meeting.

Walt Pellish:

- Attended meetings regarding the Development Authority.

Jane Tabb:

- Attended a Farmland Protection Board Easement committee meeting.
- Attended a Homeland Security meeting.
- Spoke at Shepherd University for the Entrepreneur Forum.

The Commission meeting was adjourned at 12:36 p.m. on a motion by Ms. Noland. Motion was seconded and unanimously approved.

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DALE MANUEL, PRESIDENT

Respectfully submitted  
Jessica D. Carroll  
Administrative Assistant

**PURCHASE ORDERS TO BE APPROVED**

**October 17, 2013**

| DEPARTMENT         | PURCHASE ORDER | AMOUNT             | VENDOR                         | DESCRIPTION             |
|--------------------|----------------|--------------------|--------------------------------|-------------------------|
| ANIMAL CONTROL     | 51887          | \$ 25.00           | Sleeping Fox Farm              | Replacement of Hardware |
|                    | 51888          | \$ 210.00          | Matilda Bay Farm               | Animal Boarding         |
|                    | 51889          | \$ 885.50          | Blue Ridge Vet                 | Vet Care                |
|                    | 51890          | \$ 205.00          | Total Equine Veterinary Assoc. | Vet Care                |
|                    | 51891          | \$ 70.00           | PIGS Animal Sanctuary          | Animal Boarding         |
|                    | 51892          | \$ 407.00          | Valley Equine                  | Vet Care, Medication    |
|                    | 51893          | \$ 225.00          | Bobby Swartz                   | Livestock Hauling       |
|                    | 51895          | \$ 458.66          | Hillside Veterinary Hospital   | Vet Care                |
|                    | 51917          | \$ 464.00          | Valley Pet Cemetary            | Carcass Removal         |
| CIRCUIT CLERK      | 51452          | \$ 216.10          | Matthew Bender & Co., Inc.     | WV Code Books           |
| OTHER BULIDINGS    | 51911          | \$ 123.00          | Jefferson Rentals              | Floor Gridder Rental    |
|                    | 51912          | \$ 755.40          | Tri County Rentals             | Concrete Grinder        |
|                    | 51913          | \$ 834.25          | BK Office Supply               | Office Supplies         |
|                    | 51914          | \$ 1,291.00        | Daycon                         | Cleaning Supplies       |
|                    | 51915          | \$ 104.87          | Jerry's Leesburg Ford          | Control                 |
| <b>GRAND TOTAL</b> |                | <b>\$ 3,108.52</b> |                                |                         |

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

### AGENDA REQUEST FORM

Name: Angie Banks

Department or Entity: Assessor

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

Date Requested – 2<sup>nd</sup> 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: **Laura Storm**

Department or Entity: **Circuit Clerk**

Estimation of amount of time needed for appointment: **10 minutes**

Date Requested – 1<sup>st</sup> Choice **October 17, 2013**

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

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

Subject:

**Renewing my request to approve the hiring of 2 Full Time Deputy Clerks.**

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

Due to the loss of a 2 full time employees, I ask that you approve the hiring of Tracey Lee Rizk and Meghan Ann Watson to the full- time position as Deputy Clerk within my office effective September 30, 2013. The salary will be \$30,000 with full benefits afforded to Jefferson County Commission employees. These positions are already approved positions and I have the money within my budget and I am not requesting any additional funds from the Commission.

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

Approve the hiring of Tracey Lee Rizk and Meghan Ann Watson as full time Deputy Clerks in the Circuit Clerks office, with all benefits afforded to County Commission employees. At the salary of \$30,000 each, effective September 30, 2013.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**JEFFERSON COUNTY COMMISSION  
AGENDA REQUEST FORM**

Name: Jeffrey A. Polczynski, ENP – Director of Communications

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: 5 Minutes

Date Requested – 1<sup>st</sup> Choice: 10/17/2013

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

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

Subject: Contract Approval and Signature with Spillman Technologies, Inc.

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

**Presented for signature to the County Commission is the contract documents with Spillman Technologies, Inc. for the Integrated Public Safety Information Systems. Counsel for Jefferson County and for Spillman has reviewed, amended and approved the contract documents presented.**

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

**Motion to have the President of the Commission ratify the contract documents between the County Commission and Spillman Technologies, Inc. for the purchase of the Computer-Aided Dispatch, Records Management, and Mobile Data Systems for the public safety agencies of Jefferson County.**

Attachments:

**Purchase & License Agreement  
Exhibit C – Purchase Agreement**



**Jefferson County Emergency Communications Center  
&  
Jefferson County Sheriff's Office**



**Purchase and License Agreement**

# Spillman® Purchase and License Agreement

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## **Purchase and License Agreement**

This Purchase and License Agreement (the "Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below (the "Effective Date"), and is by and between:

**Spillman Technologies, Inc. ("Spillman")**  
**4625 Lake Park Blvd.**  
**Salt Lake City, UT 84120**

**and**

**The County Commission of Jefferson County ("Customer")**  
**PO Box 250**  
**Charles Town, WV 25414**

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in Exhibit C, and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

Customer and Spillman agree that all responses submitted by Spillman to the Jefferson County Integrated Public Safety Information Systems Request for Proposal dated October 10, 2012; and all addendums proposed to date and agreed upon by Customer and Spillman up to and including Exhibit C; are included as part of this contract incorporated by reference herein. The order precedence shall be this Agreement, any addendum, the Spillman's proposal in response to the RFP, and the RFP.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Section 1: Definitions**

- 1.1 **"Confidential Information"** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Spillman's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.
- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Spillman to Customer.

- 1.3 **"Software"** means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit C or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A). Software specifically excludes third party software not developed by Spillman, but that might be used in conjunction with the Spillman software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.4 **"Spillman Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.
- 1.5 **"Utilities"** means the software utilities and tools provided by Spillman as part of the Software, including Spillman's XML Query, ODBC interface and implementation code, ctpertl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

## **Section 2: Purchases of Professional Services and Third Party Products**

- 2.1 **Professional Services.** Customer agrees to purchase the Spillman professional services listed in Exhibit C.
- 2.2 **Third Party Products.** Customer agrees to purchase from Spillman the third party products identified in Exhibit C. Spillman makes no warranties with respect to such third party products, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.

## **Section 3: License**

- 3.1 **Grant of License.** In consideration of the payment of the license fees set forth in Exhibit C, Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 10).
- 3.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements or customized Software. The Software may also include third party software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors

specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

#### **Section 4: Scope of Rights**

- 4.1 **Location of Software.** Customer may install and use the Software only in Customer's own facility. Customer shall give Spillman two (2) weeks prior written notice if the location of Customer's facility changes.
- 4.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.
- 4.3 **Copies.** Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of Customer's primary place of business.
- 4.4 **Shared Agency Arrangements.** If Customer and another agency (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional Exhibit. Spillman will bill Customer directly for the applicable license fees, and Customer agrees to be responsible for timely payment of such invoices. Customer shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

#### **Section 5: Fees and Payments**

- 5.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Exhibit C. All invoices are payable within thirty (30) days of the date of the invoice. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit C. All license fees for the Software must be paid to Spillman upon execution of this Agreement and prior to delivery of the Software.
- 5.2 **Taxes.** Customer is solely responsible for the payment of any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman's net income). If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.
- 5.3 **Late Payments.** If Customer fails to pay any amounts owed when due, Spillman may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.

## **Section 6: Support**

- 6.1 Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of the Support Agreement attached as Exhibit A hereto.

## **Section 7: Customer Responsibilities**

- 7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer's own equipment, has been certified as set forth in Exhibit A, and is familiar with the information, calculations, and reports that serve as input and output of the Software. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.
- 7.2 **Additional Components.** Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 7.3 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate.
- 7.4 **Data Conversion Services.** Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software.
- 7.5 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

## **Section 8: Proprietary Protection and Restrictions**

- 8.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.
- 8.2 **Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.
- 8.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software

(or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.

- 8.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).
- 8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business hours, with or without prior notice, to verify Customer's compliance with the terms of this Agreement.

## **Section 9: Confidential Information**

- 9.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. A party may also disclose Confidential Information to the extent required by the open records act or other freedom of information laws or regulations, provided that it gives the other party reasonable prior notice of such disclosure and, if feasible, the opportunity to object to or seek to limit such disclosure. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.
- 9.2 **Restrictions on Disclosure.** Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

## **Section 10: Utilities; Restrictions on Usage**

- 10.1 **Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.
- 10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Except as expressly set forth below, Customer is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Customer is permitted to use the "write" feature of the ODBC interface to write to or modify the database; however, due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.

10.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

## **Section 11: Limited Warranty and Limitation of Liability; Indemnification**

11.1 **Functionality.** Spillman warrants, for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman, beginning upon the earlier of (i) the date of Customer's cutover to live operation of the Software (Go-live); or (ii) twelve (12) months after the Effective Date, and ending twelve (12) months thereafter (the "Warranty Period"). This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.

11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer's system resulting from use of the cperl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.

11.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman's liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.

11.4 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE

EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

- 11.5 Limitation of Liability.** THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE INSURANCE AS SET FORTH IN 11.8 PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions.
- 11.6 Limitation of Damages.** IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT TO THE EXTENT SPILLMAN IS OBLIGATED TO INDEMNIFY CUSTOMER UNDER SECTION 11.7, SPILLMAN ALSO IS NOT LIABLE FOR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- 11.7 Indemnification.** Spillman agrees to defend Customer against any and all third party claims arising from any personal injuries, death, or damages to tangible property caused by the negligence or willful misconduct of Spillman, its agents or employees, and to pay any final judgment or amounts agreed in settlement. The foregoing excludes any claims related to the functionality or use of, or bugs or errors in, the software provided by Spillman, which shall be governed solely by the terms of Section 11 of the License Agreement. Customer shall notify Spillman as soon as reasonably possible if it becomes aware of any claim for which it may be entitled to indemnification under this section, and Customer hereby gives Spillman full and complete authority and control over the defense of the claim, and shall provide such information and assistance as is necessary to enable Spillman to defend, compromise or settle such claim. Spillman will pay all costs and attorney's fees incurred in connection with the claim. Customer may, at its option and expense, participate in the defense of the claim with separate legal counsel. Spillman is not obligated to indemnify Customer to the extent any liability or damages arises out of the negligence or intentional misconduct of Customer, its employees or agents. In the case of shared fault, Spillman will be responsible for and indemnify Customer for Spillman's proportionate fault. The foregoing will not be construed to create any waiver of Customer's governmental immunity with respect to third party claims.
- 11.8 Insurance Requirements.** Spillman shall maintain during the term of the Agreement the following insurance coverage and shall file with Customer prior to any work being started, certificates of such insurance which shall be subject to Customer's approval as to adequacy of protection and compliance with this condition:
- a. **Worker's Compensation Insurance:** Spillman shall obtain Worker's Compensation insurance and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) per incident.

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

## **Section 12: Term of Agreement; Termination**

- 12.1 **Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein.
- 12.2 **Support Required.** Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software.
- 12.3 **Termination without Cause.** Customer may terminate this Agreement at any time upon ninety (90) days' prior written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of Customer under this Agreement (e.g., Customer's obligation to pay license fees is not rescinded by such termination).
- 12.4 **Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement (including Exhibits A or B) and does not correct such breach within thirty (30) days following written notice of the breach from the other party. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement. In addition to or in lieu of termination, a party may seek any other remedies that may be available at law or in equity.
- 12.5 **Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all related

Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 3.2, 5.2, 5.3, 9, 10.3, 11.4, 11.5, 11.6, 11.7, 12.5 and 13 shall survive termination or expiration of this Agreement.

### **Section 13: Miscellaneous**

- 13.1 **Entire Agreement – Amendment.** This Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.
- 13.2 **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.
- 13.3 **Governing Law.** This Agreement will be governed by the laws of the state of West Virginia, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of West Virginia state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.
- 13.4 **No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
- 13.5 **Injunctive Relief.** Customer acknowledges that, in the event of Customer's breach of any of the confidentiality terms or scope of use restrictions in this Agreement, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.
- 13.6 **Limitation of Actions.** No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within three (3) years the date of the last payment was received by Spillman.

- 13.7 **Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.
- 13.8 **Severability.** If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 13.9 **Force Majeure.** A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a delay in performance by the other party exceeds or is reasonably expected to exceed six (6) months.
- 13.10 **Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.

SPILLMAN DESIRES THAT CUSTOMER BE CONFIDENT THAT THE SOFTWARE WILL SUIT CUSTOMER'S NEEDS. ALTHOUGH CUSTOMER MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE SOFTWARE WITH CUSTOMER AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE CUSTOMER'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE SOFTWARE, CUSTOMER FINDS THE SOFTWARE TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Spillman.

**Accepted and Approved by:**

**Customer:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**Spillman Technologies, Inc.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: **Vice President** \_\_\_\_\_

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

## **Exhibit A**

### **Maintenance and Support Agreement**

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Agreement is signed by both parties below, is by and between Spillman Technologies, Inc. ("Spillman") and The County Commission of Jefferson County ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Spillman certain maintenance and support services for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **Section 1: Definitions**

- 1.1 **Coverage Hours.** The hours between 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.
- 1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.
- 1.6 **Response Time.** Six (6) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.7 **Support Term.** The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be for the twelve (12) month period of the Warranty Period, as defined in Section 11.1 of the License Agreement. Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the License Agreement.

## **Section 2: Eligibility For Support**

- 2.1 Spillman's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:
  - 2.1.1 The License Agreement must remain valid and in effect at all times;
  - 2.1.2 The Software must be operated on a hardware platform approved by Spillman; and
  - 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 Spillman may require Customer to appoint a new Spillman Application Administrator in order to continue receiving support services or increase Customer's support fees, if Spillman reasonably determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

## **Section 3: Scope of Services**

During the Support Term, Spillman shall render the following services in support of the Software, during Coverage Hours:

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Software other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements of such a significant nature that could otherwise cause Spillman to become insolvent. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new

Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Exhibit C.

- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

#### **Section 4: Services Not Covered by this Support Agreement**

The services identified in this section are specifically NOT covered by this Support Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Spillman may in its discretion provide first-line support for third party software; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.3 Restoration and/or recovery of data files and/or the operating system.
- 4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Licensee for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.
- 4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

- 4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- 4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 Onsite service visits to Customer's facility.
- 4.10 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

## **Section 5: Obligations of Customer**

- 5.1 Customer must maintain and provide, at no cost to Spillman, access to broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 A representative of Customer's IT department must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.3 All communications between Customer and Spillman must be in the English language.
- 5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.
- 5.5 Customer is responsible for providing all network and server security.
- 5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

## **Section 6: Spillman Application Administrator Requirements**

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated administrator must meet the following requirements in order to certify at the basic level:
  - 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:
    - i. System Introduction – Inquiry,

- ii. System Introduction -- Data Entry & Modification,
- iii. If applicable, UNIX Fundamentals Training (AIX, or HP-UX),
- iv. Basic System Administration, and
- v. Spillman training applicable for the Spillman applications used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.
- 6.3 Contact information for the Spillman Application Administrator(s) must be recorded in Appendix 1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Spillman.
- 6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix 1 on file with Spillman, will be refused.
- 6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

## **Section 7: Fees and Charges**

- 7.1 Customer shall pay Spillman the Support Fee, as set forth in Exhibit C, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in Exhibit C, are charged the day after the end of the Initial Support Term, as defined in Section 1.7. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement.
- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.
- 7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for

any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.
- 7.6 Additional Support Fees may be required by Spillman if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

### **Section 8: Termination**

- 8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 8.2 Either party may terminate this Support Agreement as follows:
  - 8.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or
  - 8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.
- 8.3 Following termination of this Support Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

### **Section 9: General**

- 9.1 The terms of Section 11: Limited Warranty and Limitation of Liability; Indemnification and Section 13: Miscellaneous of the License Agreement are hereby incorporated into this Support Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Spillman.

**Accepted and Approved by:**

**Customer:** The County Commission of Jefferson County

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**Spillman Technologies, Inc.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: **Vice President** \_\_\_\_\_

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

**Appendix 1**  
**Spillman Application Administrator(s)**  
**Contact Information**

Name: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Pager: \_\_\_\_\_

## Exhibit C - Purchase Agreement

### Jefferson County Emergency Communications Center and Jefferson County Sheriff's Office

Preparation Date:      October 2, 2013      Agreement Number:      QUO-02514-M8M1J2  
Expiration Date:      October 31, 2013      Prepared By:      Craig English

#### Spillman Advantages

- Spillman's site license eliminates the frustrations of limited licensing and allows for agency growth by providing access to all Spillman modules without individual license fees.
- Each Spillman system includes first-year maintenance, a comprehensive warranty, unlimited standard business hour support, and free enhancements.
- Professional services include onsite administration training and setup assistance as well as thorough end user training (all onsite services include travel and per diem).

#### Price Summary

|                        |                         |
|------------------------|-------------------------|
| Software:              | \$281,285               |
| Professional Services: | \$149,200               |
| 3rd Party Hardware:    | \$45,841                |
| Prepaid Services:      | \$5,200                 |
| Software Discount:     | (\$11,866)              |
| Pre-Paid Maintenance:  | \$128,360               |
| <b>Total:</b>          | <b><u>\$598,020</u></b> |

## Exhibit C - Purchase Agreement

### Jefferson County Emergency Communications Center and Jefferson County Sheriff's Office

Preparation Date: October 2, 2013      Agreement Number: QUO-02514-M8M1J2  
Expiration Date: October 31, 2013      Prepared By: Craig English

| Integrated Hub Package                                     | Host Only | Software        |
|------------------------------------------------------------|-----------|-----------------|
| Integrated Hub - Names, Vehicles, Property, Wanted Persons |           | 36,390          |
| Sentryx GIS (Geobase)                                      |           | Included        |
| <b>Hub Total:</b>                                          |           | <b>\$36,390</b> |

| Computer-Aided Dispatch Package   | Host Only | Software        |
|-----------------------------------|-----------|-----------------|
| CAD                               | Yes       | 12,490          |
| CAD Mapping                       | Yes       | 8,570           |
| Response Plans                    | Yes       | 11,110          |
| E-911 Interface                   | Yes       | 3,330           |
| Rip-n-Run                         | Yes       | 3,330           |
| HipLink Paging Interface          | Yes       | 19,790          |
| Firehouse Interface Services Pack | Yes       | 1,195           |
| Pictometry Interface              | Yes       | 1,880           |
| Zetron Paging Interface           | Yes       | 3,570           |
| ProQA Medical Interface           | Yes       | 4,770           |
| EMS Charts Interface              | Yes       | Included        |
| <b>CAD Total:</b>                 |           | <b>\$70,035</b> |

| Records Management Package          | Host Only | Software        |
|-------------------------------------|-----------|-----------------|
| Law Records                         |           | 22,200          |
| Pin Mapping                         |           | 7,710           |
| Evidence Management                 |           | 6,550           |
| Evidence Bar Code & Audit Interface |           | 3,330           |
| Civil Process                       |           | 5,560           |
| Traffic Information                 |           | 6,550           |
| Pawned Property                     |           | 3,330           |
| Licenses and Permits                |           | 5,560           |
| Premise and HazMat Information      |           | 6,550           |
| Personnel Management                |           | 6,550           |
| Equipment Maintenance               |           | 5,560           |
| <b>Records Total:</b>               |           | <b>\$79,450</b> |

This quote is confidential and proprietary information to Spillman Technologies, Inc. © 2012



## Exhibit C - Purchase Agreement

### Jefferson County Emergency Communications Center and Jefferson County Sheriff's Office

Preparation Date: October 2, 2013      Agreement Number: QUO-02514-M8M1J2  
Expiration Date: October 31, 2013      Prepared By: Craig English

| Mobile Package                                              | Host Only | Software        |
|-------------------------------------------------------------|-----------|-----------------|
| Mobile Voiceless Dispatch                                   |           | 2,950           |
| Mobile Records                                              |           | 2,950           |
| Mobile AVL Mapping                                          |           | 2,510           |
| Mobile Quickest Route                                       |           | 2,510           |
| Mobile Automated Incident National and Field Interview Form |           | 1,510           |
| Mobile Premises & HazMat                                    |           | 1,510           |
| Mobile State & National Queries (WEAPON/NCIC)               |           | 2,950           |
| Mobile Driver's License Scanning Interface                  |           | 970             |
| Spillman Touch                                              |           | 5,000           |
| <b>Mobile Total:</b>                                        |           | <b>\$22,860</b> |

| Imaging Package       | Host Only | Software        |
|-----------------------|-----------|-----------------|
| Imaging               |           | 11,110          |
| <b>Imaging Total:</b> |           | <b>\$11,110</b> |

| State Specific Products Package | Host Only | Software        |
|---------------------------------|-----------|-----------------|
| West Virginia IBR               |           | 13,320          |
| StateLink (WEAPON/NCIC)         |           | 13,320          |
| <b>State Specific Total:</b>    |           | <b>\$26,640</b> |

| Command Solutions Software Package | Host Only | Software        |
|------------------------------------|-----------|-----------------|
| CompStat Dashboard                 |           | 34,800          |
| <b>Command Solutions Total:</b>    |           | <b>\$34,800</b> |

## Exhibit C - Purchase Agreement

Jefferson County Emergency Communications Center  
and  
Jefferson County Sheriff's Office

Preparation Date: October 2, 2013      Agreement Number: QUO-02514-M8M1J2  
Expiration Date: October 31, 2013      Prepared By: Craig English

| Hardware/3rd Party Products                                       | Host Only | Price           |
|-------------------------------------------------------------------|-----------|-----------------|
| ESRI Licensing                                                    |           | 15,000          |
| 911 Etherlite                                                     |           | 420             |
| Cisco 1811                                                        |           | 950             |
| CompStat Management Dashboard Installation                        |           | 5,000           |
| HipLink Paging (75 Connected Devices)                             | Yes       | 14,251          |
| Driver's License Scanning Hardware (E-Seek M-250) – Quantity (20) |           | 8,290           |
| Evidence Barcode Equipment Bundle – Quantity (1)                  |           | 1,930           |
| <b>Hardware/3rd Party Total:</b>                                  |           | <b>\$45,841</b> |

| Professional Services                                                                                                                                                                                                                                                                                                                                                                                                | Price            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <ul style="list-style-type: none"> <li>Spillman anticipates your Project Manager will provide up to 398 hours and be on-site approximately 3 time(s).</li> <li>Spillman anticipates your Installation Technician will provide up to 360 hours and be on-site approximately 2 time(s).</li> <li>Spillman anticipates your Trainer(s) will provide up to 638 hours and be on-site approximately 27 time(s).</li> </ul> |                  |
| <b>Professional Services Total:</b>                                                                                                                                                                                                                                                                                                                                                                                  | <b>\$149,200</b> |

| Prepaid Services in Maintenance | Quantity   | Price          |
|---------------------------------|------------|----------------|
| Users Conference Attendees      |            | 4,000          |
| Prepaid Training Weeks          | 1 Per Year | 1,200          |
| <b>Prepaid Services Total:</b>  |            | <b>\$5,200</b> |

| Prepaid Maintenance (Years 2-5)   | Price            |
|-----------------------------------|------------------|
| Year 2 Maintenance                | 32,090           |
| Year 3 Maintenance                | 32,090           |
| Year 4 Maintenance                | 32,090           |
| Year 5 Maintenance                | 32,090           |
| <b>Prepaid Maintenance Total:</b> | <b>\$128,360</b> |

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## Exhibit C - Purchase Agreement

### Jefferson County Emergency Communications Center and Jefferson County Sheriff's Office

Preparation Date: October 2, 2013      Agreement Number: QUO-02514-M8M1J2  
 Expiration Date: October 31, 2013      Prepared By: Craig English

| Shepherd University Police Department Packages Included                                                                                                                                                                                                                                                                         | Price    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Integrated Hub Package                                                                                                                                                                                                                                                                                                          | Included |
| Records Management Package                                                                                                                                                                                                                                                                                                      | Included |
| Mobile Package                                                                                                                                                                                                                                                                                                                  | Included |
| Imaging Package                                                                                                                                                                                                                                                                                                                 | Included |
| State Specific Package                                                                                                                                                                                                                                                                                                          | Included |
| The Shepherd University Police Department is granted the licensing rights, as a Shared Agency, to use the modules listed in the packages above that will be purchased by Jefferson County. There will be no additional licensing costs to Spillman from the Shepherd University Police Department for the use of these modules. |          |

| Jefferson County Fire/EMS Agencies Packages Included                                                                                                                                                                                                                                                                                                                                                     | Price    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Integrated Hub Package                                                                                                                                                                                                                                                                                                                                                                                   | Included |
| Mobile Package                                                                                                                                                                                                                                                                                                                                                                                           | Included |
| Imaging Package                                                                                                                                                                                                                                                                                                                                                                                          | Included |
| Any Fire and/or EMS agency within Jefferson County that is dispatched by the Jefferson County Emergency Communications Center is granted the licensing rights, as a Shared Agency, to use the modules listed in the packages above that will be purchased by Jefferson County. There will be no additional licensing costs to Spillman from these Fire and/or EMS agencies for the use of these modules. |          |

| Payment Terms                                               | Percent     | Amount           |
|-------------------------------------------------------------|-------------|------------------|
| Payment Upon Contract Signing                               | 15%         | \$89,703         |
| Payment Upon Kickoff Meeting and Delivery of Project Plan   | 5%          | \$29,901         |
| Payment Upon Core Software System Installed                 | 30%         | \$179,406        |
| Payment Upon Completion of Project Team Training            | 15%         | \$89,703         |
| Payment Upon Completion of Go- live Assistance              | 20%         | \$119,604        |
| Payment Upon Installation of StateLink & State-Specific IBR | 5%          | \$29,901         |
| Payment Upon Completion of 90 Day Reliability Period        | 10%         | \$59,802         |
| <b>Payment Terms Total:</b>                                 | <b>100%</b> | <b>\$598,020</b> |

ESRI price IS included in Spillman total. This amount must be paid directly to ESRI.

\$15,000

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## Exhibit C - Purchase Agreement

### Jefferson County Emergency Communications Center and Jefferson County Sheriff's Office

Preparation Date: October 2, 2013      Agreement Number: QUO-02514-M8M1J2  
Expiration Date: October 31, 2013      Prepared By: Craig English

This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

The County Commission of Jefferson County

\_\_\_\_\_

Customer Name

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name and Title

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

## AGENDA REQUEST FORM

Name: Barbara J. Miller, CEM, CFM

Department or Entity: Homeland Security and Emergency Management

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject: Memorandum of Understanding with Jefferson County Schools to use schools during emergencies.

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

**When the new school year begins each year, we renew our MOUs with Jefferson County Schools to use their facilities in case of emergency. Ms. Grove has reviewed the MOUs. There is one MOU for each building, as each school's principal, as well as the superintendent, signs the document.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **I move to approve the MOUs with Jefferson County Board of Education, as presented.**

Attachments: **Copy of all MOUs.**

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Blue Ridge Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

Susan K. Wall  
Superintendent, Jefferson County Schools

9-9-13  
Date

Susan Bygler  
Administrator, Blue Ridge Elementary School

7/31/13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide North Jefferson Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

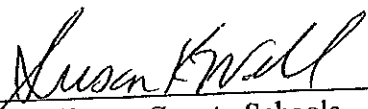
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

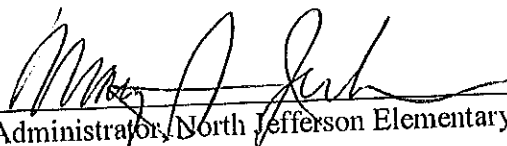
4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

  
\_\_\_\_\_  
Superintendent, Jefferson County Schools

9-9-13  
Date

  
\_\_\_\_\_  
Administrator, North Jefferson Elementary School

9/31/13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Page Jackson Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

*Susan Knall*  
Superintendent, Jefferson County Schools

9-9-13  
Date

*Lara Ouyock*  
Administrator, Page Jackson Elementary School

7/31/13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Ranson Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

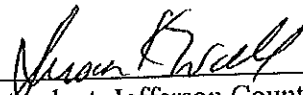
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

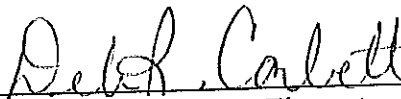
4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

  
Superintendent, Jefferson County Schools

9-9-13  
Date

  
Administrator, Ranson Elementary School

8/13/13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Shepherdstown Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

Susan Kwall  
Superintendent, Jefferson County Schools

9-9-13  
Date

Dr. Suzanne Offutt  
Administrator, Shepherdstown Elementary School

7-31-13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide C. W. Shipley Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

Susan K. Wall  
Superintendent, Jefferson County Schools

9-9-13  
Date

Heather C. Bombar  
Administrators, C. W. Shipley Elementary School

7-31-2013  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide South Jefferson Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

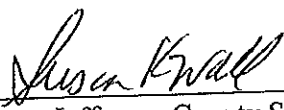
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

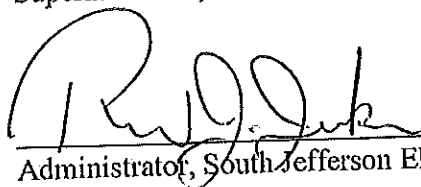
4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

  
\_\_\_\_\_  
Superintendent, Jefferson County Schools

9-9-13  
Date

  
\_\_\_\_\_  
Administrator, South Jefferson Elementary School

July 31, 2017  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Wright Denny Intermediate School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

Susan K Wall  
Superintendent, Jefferson County Schools

9-9-13  
Date

Ch. Walter  
Administrator, Wright Denny Intermediate School

7/31/13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide T. A. Lowery Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

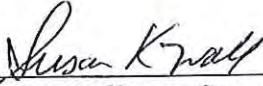
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

- Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

This document is a statement of understanding and is not intended to create binding or legal obligation on either party. This document will be reviewed and revised on a yearly basis to remain in effect.

Agreed to and accepted by:

  
\_\_\_\_\_  
Superintendent, Jefferson County Schools

9-9-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Administrator, T. A. Lowery Elementary School

7/31/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Driswood Elementary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

- Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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Agreed to and accepted by:

Susan Knapp  
Superintendent, Jefferson County Schools

9-9-13  
Date

Tracy Brunson  
Administrator, Driswood Elementary School

7-31-13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Blue Ridge Primary School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

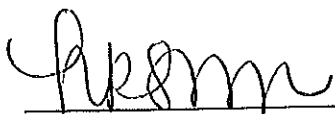
4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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Agreed to and accepted by:

  
Superintendent, Jefferson County Schools

9-9-13  
Date

  
Administrator, Blue Ridge Primary School

7/31/13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Charles Town Middle School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.


4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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Agreed to and accepted by:

  
Superintendent, Jefferson County Schools

9-9-13  
Date

  
Administrator, Charles Town Middle School

7/31/13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Harpers Ferry Middle School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
2. Use the after-hours contact or request the use of school buildings only during a true disaster or pandemic/epidemic.
3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

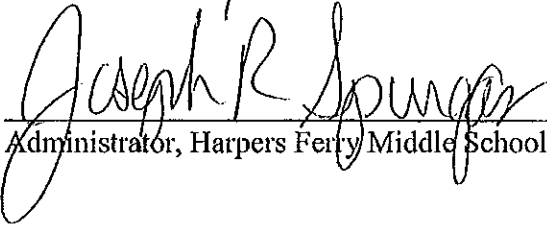
4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

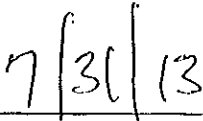
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Agreed to and accepted by:

  
\_\_\_\_\_  
Superintendent, Jefferson County Schools

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Administrator, Harpers Ferry Middle School

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Shepherdstown Middle School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

1. Provide a Jefferson County Office of Homeland Security and Emergency Management point of contact to answer questions that the Jefferson County Board of Education may have regarding these arrangements.
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3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

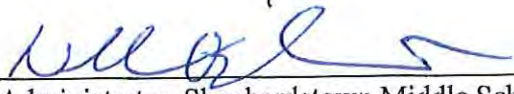
- Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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Agreed to and accepted by:

  
\_\_\_\_\_  
Superintendent, Jefferson County Schools

9-9-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Administrator, Shepherdstown Middle School

7/31/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Wildwood Middle School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
5. Agree to maintain records of school personnel time records and any other school expenses incurred as a result using this facility.

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3. Work with the Board of Education to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they are received.

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Agreed to and accepted by:

*Susan Kwall*  
Superintendent, Jefferson County Schools

9-9-13  
Date

*Ms. Patricia M. Brockway*  
Administrator, Wildwood Middle School

July 31, 2013  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Jefferson High School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
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Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

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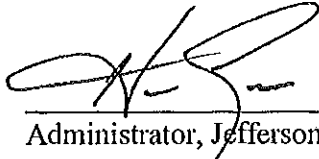
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Agreed to and accepted by:

  
\_\_\_\_\_  
Superintendent, Jefferson County Schools

9-9-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Administrator, Jefferson High School

7/31/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Washington High School for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
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Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

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- Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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Agreed to and accepted by:

Susan Kwall  
Superintendent, Jefferson County Schools

9-9-13  
Date

Judy Ann Marcus  
Administrator, Washington High School

7/31/13  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Jefferson County Board of Education  
&**

**Jefferson County Office of Homeland Security and Emergency Management**

**General Purpose:** To work together during a disaster whether man-made or natural or during a pandemic/epidemic to make available locations for shelters, command, or food and supplies distribution facilities during an incident.

Jefferson County Board of Education agrees to the following:

1. Provide Opportunity Learning Center for the purpose of setting up shelter, command center, or Point of Distribution (POD) site during an incident.
2. Provide the Jefferson County Office of Homeland Security and Emergency Management with two points of contact in case of an emergency:
  - a. An Administrator who will serve as a primary Point of Contact. The person will have authority to open the building for activation.
  - b. A custodian point of contact, who will work with the Jefferson County Jefferson County Office of Homeland Security and Emergency Management personnel to locate and arrange tables, chairs, etc.
3. Work with the Jefferson County Office of Homeland Security and Emergency Management to ensure good communications prior to and during an incident by relaying pertinent information, advisories, and updates as they become available.
4. Allow school to be visited by members of the Jefferson County Jefferson County Office of Homeland Security and Emergency Management for the development and maintenance of the County Site Dispensing Plan.
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Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

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Agreed to and accepted by:

*Susan Kwall*

\_\_\_\_\_  
Superintendent, Jefferson County Schools

*9-9-13*

\_\_\_\_\_  
Date

*Sherrill R. Hoff Ed.D*

\_\_\_\_\_  
Administrator, Opportunity Learning Center

*07-22-13*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator, Jefferson County Office of Homeland Security  
& Emergency Management

\_\_\_\_\_  
Date

Commission Office Use Only

Date on Agenda:

**NOTES**

Appt Time or New Business:

### AGENDA REQUEST FORM

Name: Elizabeth McDonald, Board President

Department or Entity: Jefferson County Farmland Protection Board

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

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

**The Board's and the Administrator's availability to appear before the Commission is limited in the next few months, and we have only a small window of opportunity to complete the transactions.**

Subject: **Approval of purchase of one Agricultural Conservation Easement.**

Please provide the County Commission with a description of your request or presentation, including any background information: **The attached easement (QQ) is ready to close by November 15. Matching funding is provided for the easement through the Natural Resources Conservation Service and the Jefferson County Farmland Protection Program. The easement is for 60.23 acres with a cost to the JCFPB of \$ 120,500.00. The easement will be co-held by the Land Trust of the Eastern Panhandle.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **that the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program and the Natural Resources Conservation Service of one conservation easement on the property in Jefferson County owned by the following person: William C. Donley.**

Attachments: **Map of easement location; 1 deed of easement**

## DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by, William C. Donley, having an address at 16911 Gorsuch Mill Road, Upperco, MD 21155, ("Grantor"), to the Jefferson County Farmland Protection Board ("Grantee") having its mailing address at P.O. Box 731, Charles Town, WV 25414, and the Land Trust of the Eastern Panhandle ("Trust" or "Co-holder"), having the same rights as conveyed to the Grantee and whose mailing address is P.O. Box 2240, Martinsburg, WV 25402, and to the United States of America ("United States"), acting by and through the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") with its mailing address is 1550 Earl Core Road, Morgantown, WV 26505, acting on behalf of the Commodity Credit Corporation, as its interest appears herein, for the purpose of forever conserving the agricultural productivity of the Property and its value for resource preservation and as open space. For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantees apply equally and in full force to any successors to the parties to this agreement.

### WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 60.23 acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the "Property"). The Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County at Deed Book 742, Page 102;

WHEREAS, the Property possesses agricultural, including prime, unique and significant soils; open space and natural values (collectively, "Conservation Values") of great importance to Grantors, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, the Farm and Ranch Lands Protection Program (16 USC 3838h and 3838i) purchases conservation easements to protect prime, unique, and other productive soils from conversion to non-agricultural uses. Under the authority of the Farm and Ranch Lands Protection Program, the United States Department of Agriculture's Natural Resources Conservation Service has provided \$120,500.00 to Grantee for the acquisition of this conservation easement, entitling the United States to the rights identified herein;

WHEREAS, the Jefferson County Farmland Protection Board has provided \$120,500.00 to purchase a conservation easement on 60.23 acres of the Property;

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantees and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

## **DEED OF CONSERVATION EASEMENT**

WHEREAS, Grantor and Grantees have the exclusive common purpose of preserving the agriculture and open space character of the Property;

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantees the right to preserve and protect the Conservation Values of the Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land. The legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

WHEREAS, the County Commission of Jefferson County, West Virginia ("County Commission") has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the Jefferson County Farmland Protection Board and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, the Jefferson County Farmland Protection Board is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, the Trust is a publicly supported, tax-exempt nonprofit corporation, under Section 501(c)(3) and Section 509 (a) (2) of the Internal Revenue Code of 1986 as amended ("the Code"), qualified under section 170(h) of the Code to receive qualified conservation contributions, is authorized under West Virginia law to accept and hold conservation easements in the State of West Virginia, and has as its primary purpose to promote the preservation, protection, or enhancement of land for conservation purposes in its natural, scenic, agricultural, forested, and/or open space condition; and

WHEREAS, Grantees affirm that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia and that by the acceptance of this Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. They agree by

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accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come in the future.

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantees and the United States a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, including its prime, unique, and important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth. The parties agree that the United States is granted the same rights as the Grantees under the terms of this Easement. However, the United States will only exercise its rights set forth below at section II 4 (e). Until such time, if ever, the United States exercises its rights under this Easement, Grantees are the primary manager and enforcer of this Easement.

## I. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantees:

**1. Use and Quiet Enjoyment.** Grantor has the right to reside on the Property and to benefit from all aspects of the quiet enjoyment of the Property. Grantor has the right to engage in any and all personal recreational uses of the Property, including but not limited to hiking; touring; swimming; camping, biking; hunting and fishing; that require no development of the land and are consistent with the Conservation Values.

**2. Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Property are permitted. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

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**3. Agricultural Structures.** Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property Agricultural structures shall be constructed or placed within the area described in Exhibit C ("Farmstead Complex Area"), and shall be limited by the maximum square footage as described in *Terms, Conditions and Restrictions-Maximum Impervious Surface Coverage*.

**4. Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Property that are supportive and agriculturally compatible may be established on the Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales.

**5. Activities for Religious, Charitable or Educational Purposes or to Foster Tourism.** Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Property in order to foster rural economic uses while protecting the rural character of the Property. Such activities or businesses must be compatible with and supportive of the rural character of the Property, and must remain incidental to the agricultural and open space character of the Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under *Agricultural Structures* or *Residential Dwellings*; no other structures are permitted on the Property.
- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be located within the Farmstead Complex Area described in Exhibit C, and shall be limited by the maximum square feet as described in *Terms, Conditions and Restrictions-Maximum Impervious Surface Coverage*.
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
- (e) Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

**6. Home-based Businesses.** Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Property, provided that:

## DEED OF CONSERVATION EASEMENT

- (a) The occupation or business use must be conducted entirely within the single residential dwelling or appurtenances allowable under *Terms, Conditions and Restrictions—Residential Dwellings*.
- (b) The use of the dwelling for the home occupation shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.

7. **Residential Dwellings.** Grantor and Grantees acknowledge the existence of one (1) single residential dwelling on the Property as more fully described in Exhibit B. No other single residential dwellings shall be constructed or placed on the Property.

- (a) The residential dwelling shall be contained in a building envelope (“Residential Area”) no greater than two (2) acres per dwelling.
- (b) Grantor has the right to maintain, repair, enlarge or replace the allowed single residential dwelling as they may so desire, except that the impervious surface of the single residential dwelling is limited to 5,000 square feet.
- (c) Grantor has the right to construct appurtenances such as garages, sheds and recreational facilities within the building envelope, except that the total allowed impervious surface within the building envelope, including the single residential dwelling(s), shall not exceed 9,000 square feet.
- (d) The single residential dwelling may house one or more families or occupants, but shall not be converted to a multi-family dwelling.

8. **Transfer of Development Rights.** All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantees, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Property.

9. **Subdivision.** It is the intention of Grantor to protect the open space values of the Property. Accordingly, subdivision of land is prohibited.

10. **Maximum Impervious Surface Coverage.** The total surface coverage of impervious surfaces on the Property shall be subject to the limitations defined below.

- (a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent

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structures, macadam and pavement, gravel and stone driveways and parking areas.

- (b) The total surface coverage of the Property by all impervious surfaces, including the residential dwelling, structures considered as an appurtenance to the dwelling, structures associated with agricultural uses, driveways and parking areas, shall not exceed 52,472 square feet, which is less than 2% of the total Conservation Easement area.

**11. Removal of Natural Resources.** Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas or any other hydrocarbon substance from the Property is prohibited.

## **12. Management of Woodland Resources.**

Easement property with contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area will have a forest management plan. The agricultural use of timber and woodland products on the Property is permitted under a current forest management plan subject to approval by the Grantees and the United States of America.

Forest management plan shall not be required for the following permitted non-commercial activities and do not require prior approval of the Grantees or the United States of America:

- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for firewood, or for other domestic uses of Grantor;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines
- (e) removal of invasive species both plant and insect
- (f) To remove, destroy and cut horticultural species (orchard, Christmas trees, etc) which may include the cutting thereof for firewood for use on the Property or for sale;

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Deed of Conservation Easement and the protection of Conservation Values of the Property.

Such forest management and timber harvesting must be performed in accordance with a written forest management plan consistent with this Conservation Easement Deed prepared and signed by a licensed professional forester. The United States of America and the Grantees will approve the plan to ensure it is consistent with the agricultural

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conservation value of the easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

**13. Other Construction.** Except as specifically permitted above,, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises. Existing roads as identified in the Baseline Documentation Report may be maintained and repaired in their current state. The pre-existing rights of way for access to the three lots along Duncan Road and to the three lots on the Potomac River as identified in the Baseline Documentation Report may be improved subject to the limits defined therein. New roads may be constructed only if they are necessary for agricultural operations. All roads and rights of way are subject to the impervious surface limitations referenced above.

**14. Fences.** Existing fences may be repaired and replaced and new fences may be built on the Property as necessary for agricultural operations on the Property, including customary management of livestock and to delineate the boundary of the Property.

**15. Signs.** Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

**16. Wastes.** Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines or other material on the Property is prohibited. However, composting of biodegradable material used or produced on the Property to improve gardens and pastures on the Property is permitted so long as composting and its application is consistent with a conservation plan.

**17. Utilities.** Grantor shall not sell, lease or grant an easement covering any portion of the Property where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers. Grantor may install utilities necessary for the permitted residential and agricultural structures.

**18. Streams, Wetland and Water Bodies.** There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the Property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an agricultural use. Expansion and construction of ponds and structures outside the Farmstead Complex Area shall in accordance with the conservation plan. Farm

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ponds both inside and outside the Farmstead Complex Area shall not exceed two (2) acres in area.

## II. GENERAL PROVISIONS

1. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

2. **Rights of the Grantees.** To accomplish the purpose of this Easement the following rights are conveyed to Grantees or their agent by this Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter upon the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantees shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to *General Provision—Grantees' Remedies*.

3. **Grantee Notification/Approval.** Grantor reserves for himself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantees.

### 4. **Grantees' Remedies.**

(a) **Notice of Violation; Corrective Action.** If Grantees determine that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantees shall give written notice to Grantor of such violation and demand corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantees.

(b) **Injunctive Relief.** The Grantees, their successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantees' rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantees shall be entitled to the injunctive relief in addition to such other relief to which Grantees may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

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(c) **Costs of Enforcement.** Any costs incurred by Grantees in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees, and costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantees. Costs incurred by Grantees in enforcing the terms of this Easement against third party shall be borne by Grantees. The preceding two sentences shall not apply to the United States should the United States exercise its rights under (e) below.

(d) **Forbearance.** Forbearance by Grantees to exercise their rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) **Rights of Enforcement.** Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his assigns, on behalf of the United States, may exercise these rights under the following circumstances: In the event that the Grantees fail to enforce any terms of this Conservation Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Conservation Easement through any all authorities available under Federal or State Law. The notice will set forth the nature of the noncompliance by the Grantee and a 60-day period to cure. If Grantee fails to cure within the 60-day period, NRCS will take the action specified under the notice. NRCS reserves the right to decline to provide a period to cure if NRCS determines that imminent harm may result to the conservation values or other interest in the land it seeks to protect.

(f) **Conservation Plan.** As required by section 12381 of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the highly erodible lands within the Property in a manner consistent with a conservation plan prepared in consultation with the NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Easement. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The NRCS shall have the right to enter upon the Property, with advance notice to the Grantor and Grantees, in order to monitor compliance with the conservation plan.

The United States, acting by and through the Natural Resources Conservation Service its successors or assigns, shall have the right to enter the Property after notifying Grantor for the purposes of ensuring that the Conservation Plan is being implemented appropriately.

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All notices to the Grantor under this Section may be made either in writing or verbally, at the discretion of the party providing the notice.

In the event of noncompliance with the conservation plan, the NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, the NRCS will inform Grantees of the Grantor's noncompliance. The Grantees shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event of circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

Grantor shall be liable for any costs incurred by NRCS as a result of the Grantor's negligence or failure to comply with the Conservation Easement's requirements as it relates to conservation plan violations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant Based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the grantor may be or become subject.

The conservation plan described above, and all provisions of this section, apply only to the highly erodible land and wetlands conservation requirements. Such highly erodible land and wetlands, if any, is described in the Baseline Documentation and incorporated here by reference. The Grantor agrees that the NRCS shall share, through written communication with the Grantees, information related to monitoring for compliance with the conservation plan; findings of compliance or noncompliance; and any proceedings under appeal rights applicable under NRCS regulations related to a violation of the conservation plan.

In addition, as of the date of this Easement, the Grantor and NRCS certify that the Grantor is in compliance with all highly erodible land and wetland conservation provisions.

(g) **Holder and Co-holders Rights and Obligations.** Holder shall have the primary responsibility for the stewardship and monitoring of this easement, determining if a violation has occurred, and for approving any amendments to the Deed of Conservation Easement. These duties may be fulfilled directly by Holder or their agent or the Holder may arrange to have the Co-holder fulfill these duties. Holder will share with the Co-holders monitoring and stewardship information, including but not limited to written notices to Holder and monitoring reports.

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The Holder is responsible for any costs incurred in enforcing the terms of the easement, including any attorney's fees and any costs of the suit. Holder can recover costs from Grantor or third party as described in Grantee's Remedies above. The Holder and Co-holders shall make every good faith effort to determine a unified course of action should a potential or actual violation of the easement arise.

Co-holder shall have the right to enforce the terms of the Easement if Grantee becomes unable or refuses to enforce the Easement, or if Co-holder in its sole discretion finds that the Grantee's enforcement action or consent fails to protect the conservation purposes of the Easement. In such case, the provisions of paragraph 4(c) above apply equally to the co-holder.

**5. Acts beyond the Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantees have the right to pursue enforcement action against the responsible parties.

**6. Costs, Legal Requirements and Liabilities.** Grantor, his heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

**7. Control.** Nothing in this Easement shall be construed as giving rise to any right or ability of Grantees or the United States to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

**8. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

**9. Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantees and the United States and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: an injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection.

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**10. Environmental Warranty.** "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

Grantor warrants that he has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property exceeding regulatory limits. Moreover, Grantor hereby promises to indemnify and hold harmless the United States against all costs, claims, demands, penalties and damages, including reasonable attorney fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantees to Grantor with respect to the Property or any restoration activities carried out by Grantees at the Property; provided, however, that Grantees shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantees.

**11. Proceeds for Extinguishment.** The conveyance of this Easement gives rise to a property right immediately vested in the Grantees and the United States. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, upon approval by the USDA-NRCS or its successors and by judicial proceedings in a court of competent jurisdiction. The United States shall receive, at the time of the Conservation Easement is extinguished or terminated, its share of the Conservation Easement based on the appraised fair market value of the Conservation Easement at the time the Conservation Easement is extinguished or terminated. The United States' share shall be proportionate to its percentage of its original investment. At the date the Conservation Easement was purchased, the proportionate values were as follows: Grantor(s) is 43% of the appraised fair market value of the subject Property. Grantee(s) and United States' is 57% of the appraised fair market value of the subject Property. The Grantee(s) and United States' proportionate

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investment of the subject Property are as follows: Jefferson County Farmland Protection Board 50%, and United States 50%.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantees intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

**12. Condemnation.** Due to the federal interest in this Easement, the United States must consent to any condemnation action. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement. Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Property, shall notify the Grantee and the United States, in writing, within fifteen (15) days of receipt of said notification.

**13. Assignment.** This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. The Co-Holders may, upon notice to Grantor and with approval of USDA-NRCS or the United States, assign their rights under this Conservation Easement to any organization that is qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 20-12-1, et seq., 1995). In the event that the Holder ceases to operate or exist, and the United States declines to take sole title as set forth above at under II. 4. (e) herein, the rights of the Holder under this Easement shall be transferred to Authority and Trust, or an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 20-12-1, et seq., 1995). The USDA-NRCS or its successor must approve any such transfer in advance.

The Grantees further covenant and agree that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the Easement was originally intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

**14. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

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**15. Estoppel Certificates.** Upon request by Grantor, Grantees shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

**16. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor: William C. Donley  
16911 Gorsuch Mill Road  
Upperco, MD 21155

To Grantees: Jefferson County Farmland Protection Board  
P.O. Box 731, Charles Town, WV 25414

To Co-Holder: Land Trust of the Eastern Panhandle, Inc.  
P.O. Box 2240  
Martinsburg, WV 25402

To United States: Natural Resources Conservation Service  
1550 Earl Core Road  
Morgantown, WV 26505

or to such other address as either party from time to time shall designate by written notice to the other.

**17. Recordation.** Holder shall record this instrument in timely fashion with the Office of the Clerk of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

**18. Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, Grantees and the United States are free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

## **19. Other Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.

(b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this

## DEED OF CONSERVATION EASEMENT

Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.

(d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(e) **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

(f) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

(g) **Title Warranties.** Grantor warrants that Grantor has good title to the Property; that Grantor has the right to convey this Easement, and that the Property is free and clear of any encumbrances.

(h) **Merger.** If Grantees at some future time acquire the underlying fee title in the Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming an part of the consideration hereunder, that the provisions of the conservation easement deed set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the local grantee, the United States, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.

(i) **Boundary Line Adjustments.** Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two (2) acres for the entire Property.

# DEED OF CONSERVATION EASEMENT

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal, state and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantees have set their hand:

GRANTOR:

**William C. Donley**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

GRANTEES:

**Jefferson County Farmland Protection Board**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**The Land Trust of the Eastern Panhandle, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEED OF CONSERVATION EASEMENT**

STATE OF WEST VIRGINIA

COUNTY OF YOUR, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by William C. Donley.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Elizabeth D. McDonald, President on behalf of the Jefferson County Farmland Protection Board.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF YOUR, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by R. Grant Smith on behalf of The Land Trust of the Eastern Panhandle, Inc.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# DEED OF CONSERVATION EASEMENT

## ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES CONSERVATION SERVICE

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

\_\_\_\_\_  
Authorized Signatory for the NRCS

State of West Virginia  
County of YOUR

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that s/he is the \_\_\_\_\_ (title) of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be her/his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

# **DEED OF CONSERVATION EASEMENT**

## **SCHEDULE OF EXHIBITS**

- A.** Legal Description of Property Subject to Easement
- B.** Residential Dwelling(s)
- C.** Farmstead Complex Area
- D.** Intentionally Omitted

| LINE | BEARING     | DISTANCE | LINE | CHORD BEARING | CHORD  | SQUARE | ARC    | TANGENT | DELTA    |
|------|-------------|----------|------|---------------|--------|--------|--------|---------|----------|
| L1   | S20°11'30"E | 71.17    | C1   | S12°28'34"E   | 209.89 | 209.29 | 291.29 | 111.57  | 20.9911° |
| L2   | S20°11'30"E | 88.89    | C2   | S11°17'11"E   | 232.82 | 190.89 | 212.38 | 24.17   | 22.4794° |
| L3   | S20°11'30"E | 111.11   | C3   | S20°27'29"E   | 44.57  | 88.29  | 48.78  | 58.89   | 29.1752° |
| L4   | S20°11'30"E | 28.89    | C4   | S20°11'30"E   | 88.89  | 88.89  | 88.89  | 88.89   | 0°00'00" |
| L5   | S20°11'30"E | 28.89    | C5   | S19°11'16"E   | 171.88 | 168.02 | 178.12 | 88.27   | 22.2913° |
| L6   | S20°11'30"E | 82.24    | C6   | S18°47'29"E   | 20.88  | 80.02  | 24.33  | 18.81   | 24.2833° |
| L7   | S17°37'29"E | 12.88    | C7   | S17°17'45"E   | 81.88  | 178.02 | 24.29  | 18.82   | 17.4972° |
| L8   | S24°11'30"E | 28.89    | C8   | S24°27'29"E   | 141.29 | 138.02 | 148.24 | 22.89   | 24.1752° |
| L9   | N0°47'11"E  | 88.89    | C9   | S20°11'30"E   | 118.89 | 118.89 | 118.89 | 88.89   | 0°00'00" |
| L10  | S18°47'29"E | 88.89    | C10  | S18°47'29"E   | 72.29  | 88.02  | 80.22  | 44.89   | 24.2833° |
| L11  | S18°47'29"E | 88.89    | C11  | S24°11'30"E   | 108.42 | 108.02 | 118.89 | 88.89   | 24.1752° |
| L12  | S18°47'29"E | 88.89    | C12  | S18°47'29"E   | 24.29  | 88.02  | 24.89  | 13.82   | 17.4972° |
| L13  | S18°47'29"E | 88.89    | C13  | S18°47'29"E   | 138.11 | 138.02 | 141.88 | 78.19   | 24.2833° |
| L14  | S18°47'29"E | 88.89    | C14  | S18°47'29"E   | 88.89  | 78.02  | 88.11  | 88.89   | 17.4972° |
| L15  | S18°47'29"E | 88.89    | C15  | S18°47'29"E   | 28.89  | 88.02  | 28.89  | 13.82   | 17.4972° |
| L16  | S20°11'30"E | 88.89    | C16  | S17°17'45"E   | 88.89  | 208.02 | 82.14  | 44.12   | 24.1752° |
| L17  | S20°11'30"E | 88.89    | C17  | S17°17'45"E   | 311.17 | 488.02 | 138.82 | 108.89  | 24.1752° |

This Plat is exempt under Section 2.1b of the Jefferson County Subdivision Ordinance.

Jefferson County Department of Planning, Zoning, and Engineering.



LOCATION INSET  
SCALE: 1"=2000'

- NOTES:
- Property Corners are set 5/8" Rebar with I.D. cap, unless noted otherwise.
  - Building Setback Limits: 40' Front, 15' Sides and 60' Rear per JCOFC.
  - By graphic plotting only, the proposed parcel is located in Zone "C" per P.L.R.M. map 840005 0026 B dated October 15th 1980. Based on the above information, this parcel is not in a special flood hazard area.

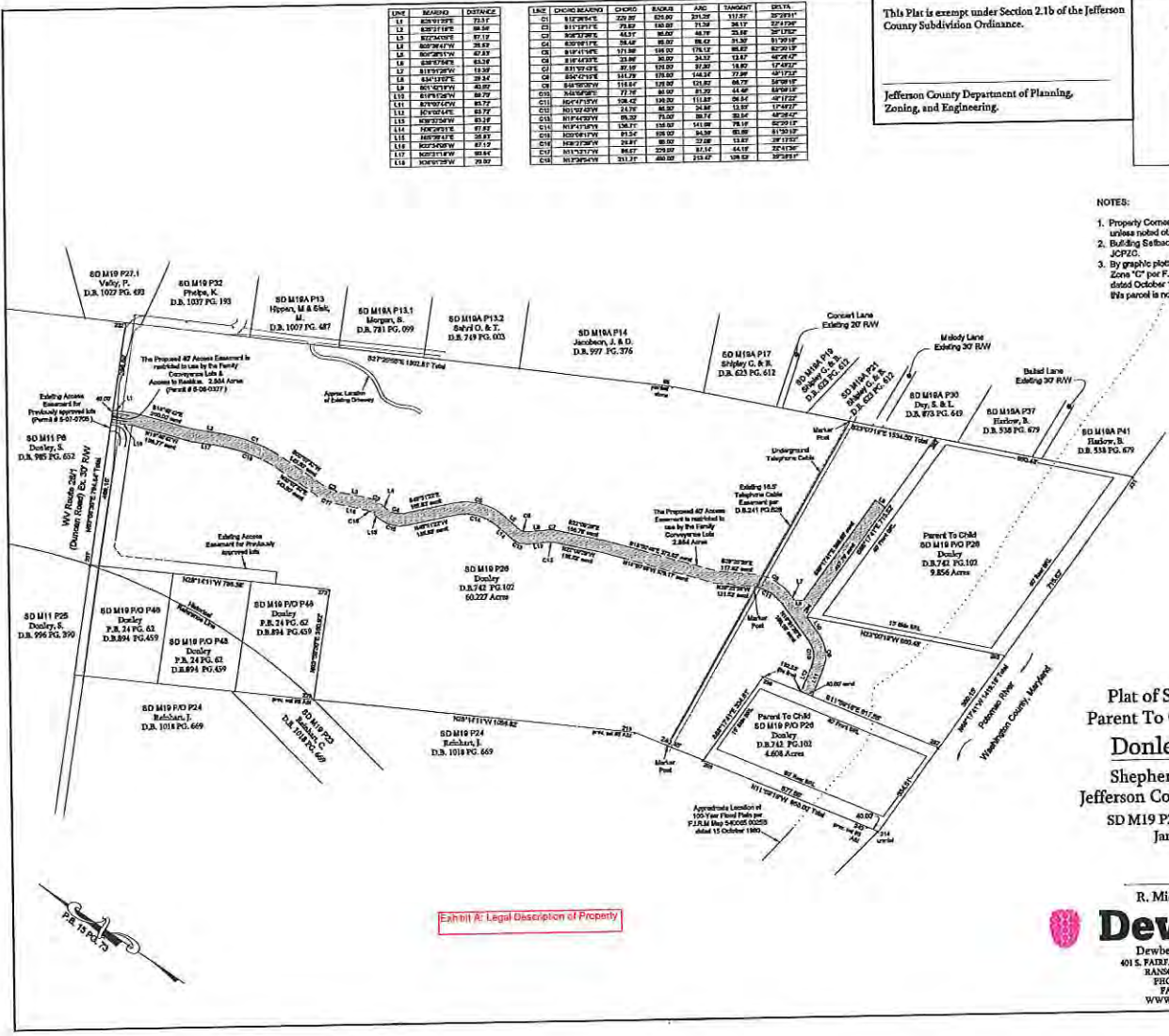
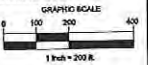
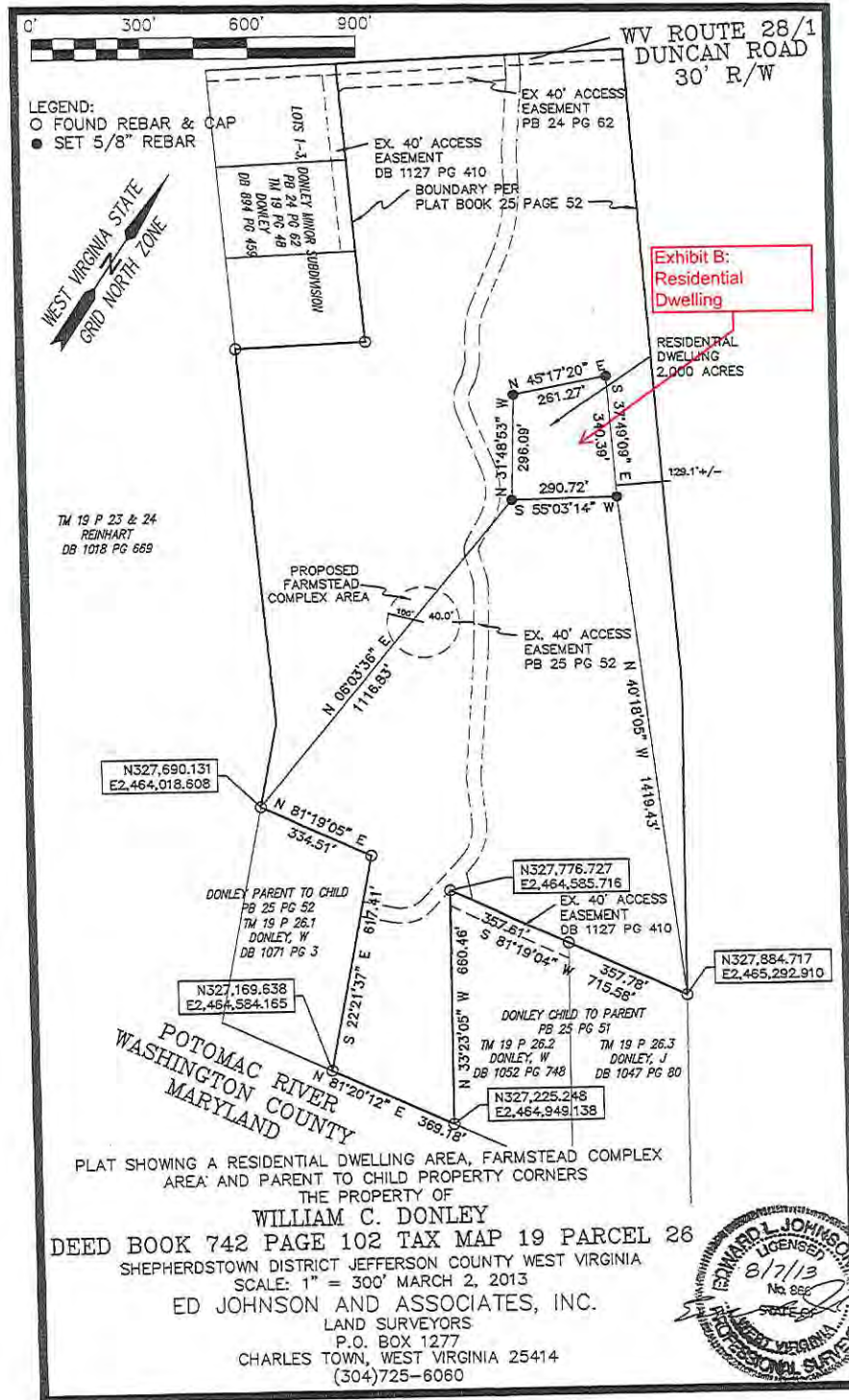


Exhibit A: Legal Description of Property

Plat of Survey Showing  
Parent To Child Conveyance  
**Donley Property**  
Shepherdstown District  
Jefferson County, West Virginia  
SD M19 P26 D.B. 742 PG. 102  
January 2, 2008

R. Michael Shepp, PS  
**Dewberry**  
Dewberry & Davis, LLC  
401 S. FAIRFAX BOULEVARD, SUITE 3  
RANSON, WV 25424-1611  
PHONE: 304.725.4571  
FAX: 304.725.6896  
WWW.DEWBERRY.COM





WV ROUTE 28/1  
DUNCAN ROAD  
30' R/W

LEGEND:  
○ FOUND REBAR & CAP  
● SET 5/8" REBAR



Exhibit C:  
Farmstead  
Complex Area

TM 19 P 23 & 24  
REINHART  
DB 1012 PG 669

N327,690.131  
E2,464,018.608

N327,169.638  
E2,464,584.165

N327,776.727  
E2,464,585.716

N327,884.717  
E2,465,292.910

N327,225.248  
E2,464,949.138

POTOMAC RIVER  
WASHINGTON COUNTY  
MARYLAND

PLAT SHOWING A RESIDENTIAL DWELLING AREA, FARMSTEAD COMPLEX AREA AND PARENT TO CHILD PROPERTY CORNERS

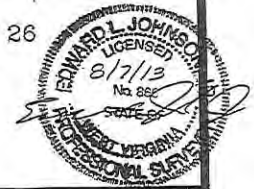
THE PROPERTY OF  
**WILLIAM C. DONLEY**

DEED BOOK 742 PAGE 102 TAX MAP 19 PARCEL 26

SHEPHERDSTOWN DISTRICT JEFFERSON COUNTY WEST VIRGINIA  
SCALE: 1" = 300' MARCH 2, 2013

ED JOHNSON AND ASSOCIATES, INC.

LAND SURVEYORS  
P.O. BOX 1277  
CHARLES TOWN, WEST VIRGINIA 25414  
(304)725-6060



EX 40' ACCESS EASEMENT DB 1127 PG 410  
BOUNDARY PER PLAT BOOK 25 PAGE 52  
EX 40' ACCESS EASEMENT PB 24 PG 62  
EX 40' ACCESS EASEMENT PB 25 PG 52

RESIDENTIAL DWELLING  
2.000 ACRES

PROPOSED FARMSTEAD COMPLEX AREA

DONLEY PARENT TO CHILD  
PB 25 PG 52  
TM 19 P 26.1  
DONLEY, W  
DB 1071 PG 3

EX 40' ACCESS EASEMENT  
DB 1127 PG 410

DONLEY CHILD TO PARENT  
PB 25 PG 51  
TM 19 P 26.2  
DONLEY, W  
DB 1032 PG 748

TM 19 P 26.3  
DONLEY, J  
DB 1047 PG 80

LOTS 1-3  
DONLEY JUNIOR SUBDIVISION  
PB 24 PG 62  
TM 19 PG 48  
DONLEY  
DB 894 PG 458

N 45°17'20" E 261.27'  
S 37°49'09" E 340.39'  
N 31°48'53" W 206.00'  
S 55°03'14" W 129.1' +/-

N 06°03'36" E 111.683'  
N 81°19'05" E 334.51'  
S 22°21'37" E 817.41'N 81°20'12" E 369.18'N 40°18'05" W 1419.43'S 37°49'09" E 340.39'N 33°23'05" W 660.46'S 81°19'04" W 357.61'S 37°49'09" E 340.39'N 45°17'20" E 261.27'N 31°48'53" W 206.00'S 55°03'14" W 129.1' +/-

**AGENDA REQUEST FORM**

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Lynne Fields

Department or Organization: Probate

Estimation of amount of time needed for appointment: 10-15 min.

Date Requested – 1<sup>st</sup> Choice: October 17<sup>th</sup>

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

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

Subject (Wording to be placed on agenda):

Probate Quarterly Review / Closings

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

Probate Quarterly Review / Closings

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

motion to approve estates opened since last quarterly and to approve closure of estates that have met all requirements

Are documents attachments? Yes  No

If not, explain:

will provide list of estates closer to Oct. 17<sup>th</sup>

Is a projector needed? Yes  No

Contact information:

Email address: lfields@jeffersoncountywv.org

Phone number: 23210

# AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject: Interviews and Appointments to the Jefferson County Board of Zoning Appeals for an unexpired term ending January 1, 2014.

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

Mr. Jeffrey Bresse has resigned his seat on the Board of Zoning Appeals as of October 31, 2013, leaving the vacancy until the end Mr. Bresse's term ending January 1, 2014.

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

I move to approve \_\_\_\_\_ to be appointed for an unexpired term ending January 1, 2014 on the Jefferson County Board of Zoning Appeals.

Are documents attached? Yes

**If not, please explain:**

**Is a projector needed?**

**Contact information:**

Email Address:

Phone number:

JEFFERSON COUNTY COMMISSION NOTICE OF  
INTENT TO APPOINT

The Jefferson County Commission proposes to name person(s) to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, **October 3, 2013**, or as soon thereafter as the Commission may decide:

**Jefferson County Board of Zoning Appeals:** One (1) unexpired term ending January 1, 2014 and three (3) alternate positions ending January 1, 2014, 2015 and 2016 respectively.

**Jefferson County Farmland Protection Board** - One (1)-three (3) year term ending September 7, 2016 - Represents Farmer at Large.

**Jefferson County Enhanced E-9-1-1 Board** - One (1)-three (3) year term ending September 1, 2016.

**Jefferson County Sheriff's Civil Service Commission** - One (1) - four (4) year term ending September 29, 2017.

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.

# JEFFERSON COUNTY ZONING BOARD OF APPEALS | 2013

## Members currently serving

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

## INTERESTED APPLICANTS

| <u>NAME</u>        | <u>ATTENDING</u> | <u>CONTACTED</u> |
|--------------------|------------------|------------------|
| Jeffery Hynes, Jr. |                  |                  |
|                    |                  |                  |
|                    |                  |                  |
|                    |                  |                  |

**RECEIVED**

*Handwritten signature*  
AUG 30 2013

Jeff D. Bresee  
614 Strider Road  
Kearneysville, WV 25430

**Jefferson County Commission**

August 31, 2013

Honorable Dale Manuel, President  
Jefferson County Commission  
P.O. Box 250  
Charles Town, West Virginia 25414

Re: Board of Zoning Appeals Resignation

Dear Commissioner Manuel:

On 19 May, 2003 I had the honor to be appointed by the Jefferson County Commission to the Jefferson County Board of Zoning Appeals. I have served on this board since then, the last few years as president.

I believe I have been on this board for probably as long as I should, more than 10 years, and I am thus tendering my resignation from the BZA effective 31 October, 2013. Three of the other four members of the BZA have served for several years; they are all excellent people so replacing me should not be difficult.

I will assist in bringing to conclusion any zoning or legal matters that may be pending as a result of BZA actions taken during my tenure.

I have found my work on the BZA and my relationship with the other BZA members to be satisfying. I also have to congratulate you and the rest of the Commission members for the excellent Planning, Zoning and Engineering staff that you have, and the same applies to the Prosecuting Attorney's Office for the legal support we have received.

Sincerely,

*Handwritten signature of Jeff D. Bresee*  
Jeff D. Bresee

**RECEIVED**

SEP 10 2013

**Jefferson County Commission**

September 26, 2013

Jefferson County Commissioners  
124 E Washington St  
Charles Town, WV 25414

To Whom it May Concern:

I am writing to express interest to serve on the Jefferson County Board of Zoning Appeals. I have lived in Charles Town for almost 3 years and feel it is time that I contribute to my community by serving on a local board or commission.

My wife is currently a Town Zoning Administrator in Virginia, so I am well versed in the matters of planning and zoning. I have attended Board of Zoning Appeals and Planning Commission meetings in the City of Hagerstown and the City of Westminster; as well as in the Town of Lovettsville in Virginia.

I understand that serving as a member of the Board of Zoning Appeals requires reading and comprehension of the appeals application package ahead of time in order to prepare for the meeting. This preparation is important because members are expected to fully engage with the applicant to ask relevant questions and to make thoughtful decisions. It does not benefit the applicant or the Board to have a silent member or a member who wastes time asking irrelevant questions. I am someone who excels at reading complex materials or contracts in a short period of time, absorbing enough information to speak on an issue with confidence and conviction. A difficult responsibility of a Board of Zoning Appeals member is voting against an application or not approving a variance or special exception. I am not afraid to vote against or not approve an application if I feel that the information presented does not justify it. Not only am I confident in my abilities as a public speaker, but also in my skills as a writer. I am able to articulate my thoughts and ideas as necessary for writing decisions.

This, in addition to my other qualifications, makes me particularly well suited for an appointment to the Board of Zoning Appeals. I appreciate you taking the time to review my request and resume. I look forward to hearing from you. Please contact me should you desire any further information before then. Thank you for your consideration.

Sincerely,

*Jeffery Hynes, Jr*

Jeffery Hynes, Jr

Jeffery Christopher Hynes, Jr.  
120 Monte Carlo Way  
Charles Town, WV 25414  
(301) 675-0015  
Jeffery.Hynes@gmail.com

---

*Education:*

**Towson University**  
**01/ 2002 to 05/2004**

- Graduated Cum Laude with a Bachelor of Science in Business May 2004 with a 3.70 GPA
- Related courses taken included Management, Operations Management and Investment Analysis
- Completed financial services internship with American Express Financial Advisors
- Member, Beta Gamma Sigma Business Honor Society and Golden Key International Honor Society
- Recipient of Outstanding Graduate Award, Towson University Finance Department

*Professional Experience:*

**Wells Fargo Bank, N.A. (Capital Markets Finance)**  
**Financial Analyst II**  
**09/2010 to Present**

- Collects data and performs analysis to evaluate whether the daily hedged positions properly reflect actual pipeline/warehouse populations
- Compiles daily analysis for pipeline/warehouse positions and reconcile the MTM valuation versus the trader flashed performance
- Analyzes loan populations for unusual characteristics that could impact valuation/profits, monitors data for trends and corrects any discrepancies
- Identifies the drivers of trade desk economic P&L; summarizes and provides support for allocation to the business lines driving the P&L
- Provides Ad-hoc analysis relative to pricing, hedging or valuation assumptions
- Evaluates adequacy and P&L risk associated with current risk management policies
- Researches, collects and conducts analysis of internal financial/operating data

**Wells Fargo Bank, N.A. (Corporate Trust Services)**  
**Securities Administration Services Analyst III**  
**03/2007 to 09/2010**  
**Securities Administration Services Analyst II**  
**11/2005 to 03/2007**

- Responsible for the management of staff deliverables across multiple functions. This included the real time reallocation of work, resolution of complex escalated processing issues, establishment of daily production goals, reporting various production statistics to management and ensuring overall team efficiency and quality
- Provided one-on-one training and coaching to both new and seasoned staff members on both production and non-production processes
- Assisted management in assessing overall staffing needs and participated in the interview of potential staff members
- Facilitated monthly one-on-one meetings with Analyst II's and provided written and verbal feedback to management; assisted in the composition of midyear and year end MPP's

- Developed, documented, and implemented procedures, policies and controls in order to maximize overall accuracy and efficiency
- As Team D-2 Learning Coach, responsible for developing and facilitating both departmental and CTS wide training sessions including new hire training
- Participated in project orientation, coordination, testing and implementation of complex projects such as Stress Testing, ELPS, Straight Through Processing, and BPM
- Responsible for processing a complex and challenging portfolio consisting of Loan Accounting, Overlay, and Bond Administration
- Reviewed, analyzed and monitored the performance of each servicer to determine compliance with the terms and conditions of the applicable servicing agreements/guides
- Ensured compliance with security documents and servicing guides as it applies to loans within the series Master Serviced by Wells Fargo Securities Administration Services
- Prepared numerous external reports for investors as well as other external parties including bond insurers, rating agencies, investors, servicers, and issuers

**Lexington Center for Recovery, Inc.**  
**Payroll Manager/Financial Analyst**  
**05/2004 to 09/2005**

- Responsible for Managing an 8 million dollar payroll for 135 employees across 17 statewide sites
- Served as liaison between department/ agency heads and outside state and federal agencies
- Responsible for the preparation of quarterly disability , employment, and other government reports as needed and the creation of standardized reporting documents and procedures
- Actively participated in the preparation of annual budgets and compliance reporting using prior year data and forecasting models
- Coordinated the collections process for agency HUD program to ensure compliance and renewal of four federal grants
- Responsible for periodic audit of agency sites to ensure compliance with state, federal and agency guidelines/procedure

***Computer Skills:***

- Extensive experience with all Microsoft Office applications including Excel and Access
- Proficient with all versions of Windows
- Extensive knowledge of CTS applications including but not limited to SEI, PHOENIX, LASER, OWN, REMEDY, Intex Desktop, Business Objects and Loss Tracking

***Community Service:***

- Member of the Jefferson County Chapter of the Izaak Walton League
- Member of the Jefferson County Community Emergency Response Team (CERT)
- Member of Phi Delta Theta Fraternity

# AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject: Interviews and Appointments to the Jefferson County Enhanced E-9-1-1 Board for one-three year term ending September 1, 2016.

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

David S. Kimmel has submitted a letter of interest to be considered for a seat on the AE-9-1-1 Board. There is one seat available.

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

I move to approve \_\_\_\_\_ to be appointed for a one-three year term ending September 1, 2016 on the Jefferson County Enhanced E-9-1-1 Board.

Are documents attached? Yes

If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:

JEFFERSON COUNTY COMMISSION NOTICE OF  
INTENT TO APPOINT

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# Certificate of Publication

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

Charles Town, W. Va. August 14 20 13

I hereby certify that the annexed Notice of intent to appoint

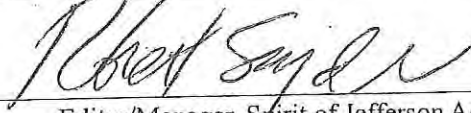
in the case of JC Farmland Protection Board; JC E911 Board

has been published once a week for two successive weeks, in the Spirit of Jefferson

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

August 14 & 21, 2013,

as required by law.



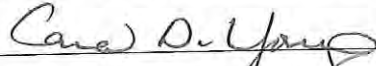
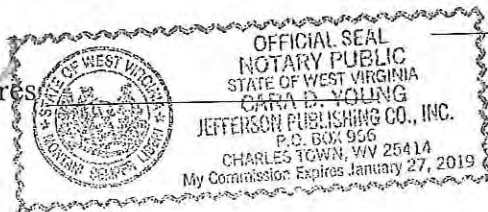
Editor/Manager, Spirit of Jefferson Advocate

State of West Virginia  
County of Jefferson

Personally appeared before me, Robert Snyder, Editor/Manager

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

Commission expires



Notary Public

### **NOTICE OF INTENT TO APPOINT**

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, Thursday, August 29, 2013, or as soon thereafter as the Commission may decide:

**Jefferson County Farmland Protection Board - One -Three Year Term ending September 7, 2016 - Represents Farmer at Large**

**Jefferson County Enhanced E-9-1-1 Board - One -Three Year Term ending September 1, 2016.**

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

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

8/14/2t

# JEFFERSON COUNTY ENHANCED E-9-1-1 BOARD | 2013

## Members currently serving

| <u>Name</u>                      | <u>Expiration</u> | <u>Intention</u> |
|----------------------------------|-------------------|------------------|
| Sgt. Kevin E. Plumer             | September 1, 2014 |                  |
| Sgt. Tom Hansen                  | September 1, 2014 |                  |
| Chief William H. Roper           | September 1, 2014 |                  |
| Mr. Craig Simpson                | September 1, 2014 |                  |
| Dr. Henry B. Christie, Chairman  | September 1, 2014 |                  |
| Vacant                           | September 1, 2013 |                  |
|                                  |                   |                  |
| Jeffrey Polczynski - Director    |                   |                  |
| Dale Manuel – Commission Liaison |                   |                  |
|                                  |                   |                  |
|                                  |                   |                  |
|                                  |                   |                  |
|                                  |                   |                  |
|                                  |                   |                  |
|                                  |                   |                  |
|                                  |                   |                  |
|                                  |                   |                  |

## INTERESTED APPLICANTS

| <u>NAME</u>     | <u>ATTENDING</u> | <u>CONTACTED</u> |
|-----------------|------------------|------------------|
| David S. Kimmel |                  |                  |
|                 |                  |                  |
|                 |                  |                  |
|                 |                  |                  |

16 Don Quixote Drive  
Charles Town, WV25414-6034  
September 13, 2013

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

To Whom It May Concern,

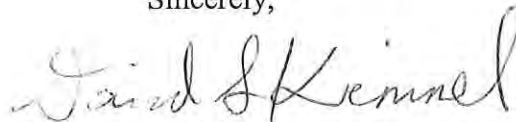
I am interested in serving on the Jefferson County Enhanced E-9-1-1 Board.

I believe I am qualified for the position because I have managed the Sullivan County E-911 Center in NY from May 2000 through December 2006. I have been trained in Emergency Medical and Police Dispatch through the National Academies of Emergency Dispatch (NAED). I was an Emergency Number Professional (ENP) certified by the National Emergency Number Association (NENA). I have worked as a paid Paramedic and volunteered as an Emergency Medical Technician and have also been a volunteer firefighter.

I know how a 911 Center functions and have first-hand experience and an understanding of what the needs of field personnel, career and volunteer, are. I am familiar with 911 addressing standards, PSAP equipment and all other aspects of running a 911 Center.

Thank you for your consideration on this matter.

Sincerely,



David S. Kimmel

**RECEIVED**

OCT 01 2013

**Jefferson County Commission**

JEFFERSON COUNTY ENHANCED E-9-1-1 BOARD

Sgt. Kevin E. Plumer  
113 Industrial Blvd.  
Kearneysville, WV 25430  
304-725-9770 Work

REPRESENTS: West Virginia State Police  
TERM EXPIRES: September 01, 2014  
TERM: 3 years

Mr. George B. Stebbins, Jr.  
P.O. Box 99  
Bakerton, WV 25410-0099  
[GeoSteb@juno.com](mailto:GeoSteb@juno.com)  
304-876-6473

REPRESENTS: Citizens of Jefferson County  
TERM EXPIRES: September 1, 2013  
TERM: 3 years

Dale Manuel  
P.O. Box 250  
Charles Town, WV 25414  
304-725-3284

REPRESENTS: County Commission of Jefferson County  
TERM EXPIRES: January 1, 2013  
TERM: 1 year

Sgt. Tom Hansen  
RR 1, Box 470  
Kearneysville, WV 25430  
304-728-3205 Work  
304-728-7209 Home

REPRESENTS: Jefferson County Sheriff's Department  
TERM EXPIRES: September 1, 2014  
TERM: 3 years

Chief William H. Roper  
312 South Mildred Street  
Ranson, WV 25438  
[Clinks200@yahoo.com](mailto:Clinks200@yahoo.com)  
304-725-2411 Work  
304-725-5833 Home

REPRESENTS: Municipal Police Department  
TERM EXPIRES: September 01, 2014  
TERM: 3 years

Mr. Craig Simpson  
106 Lemon Road  
Shepherdstown, WV 25443  
304-876-2110

REPRESENTS: Fire Departments  
TERM EXPIRES: September 01, 2014  
TERM: 3 years

Dr. Henry B. Christie, Chairman  
882 Keyes Ferry Road  
Charles Town, WV 25414  
304-725-9622 Work  
304-725-6939 Home

REPRESENTS: Emergency Medical Services  
TERM EXPIRES: September 01, 2014  
TERM: 3 years

Jeffrey Polczynski  
304-728-3317

REPRESENTS: E-9-1-1 Communications/Addressing



## JEFFERSON COUNTY COMMISSION

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

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

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT  
*Dale Manuel*

VICE PRESIDENT  
*Walt Pellish*

COMMISSIONER  
*Jane Tabb*

August 2, 2013

COMMISSIONER  
*Patsy Noland*

Mr. George Stebbins, Jr.  
PO Box 99  
Bakerton, WV 25410

COMMISSIONER  
*Lyn Widmyer*

Dear Mr. Stebbins.:

Please be advised that your term on the Jefferson County Enhanced E-9-1-1 Board will expire on September 1, 2013. Until the County Commission has acted to appoint someone for another 3 years term, you are asked to remain serving.

The County Commission is in the process of advertising for this position as standard procedure. Please contact us in writing at your earliest convenience to let us know if you are or are not interested in being considered for another term. We will be making the appointments on Thursday, August 29, 2013 or as soon thereafter as the Commission may decide.

If you have any questions, please do not hesitate to contact me.

For the Commission,

Cynthia C. Schott  
Executive Administrative Assistant

termexp: September 1, 2016

County Administrator  
*Debbie Keyser*

Deputy County Administrator  
*Sandy Slusher McDonald*

COPY

\*\*\*\*\*EXCLUDE-Pickup  
4013 0.6270 EX 0.000 13 1 1315  
SHERIFF OF JEFFERSON COUNTY  
JEFFERSON COUNTY COMMISSION  
MISSION RIDGE SUBDIVISION 03-03  
\*\*\*\*\*  
\*\*\* DO NOT MAIL \*\*\*  
\*\*\*\*\*

Date 8/30/13 Page 1  
Primary Account 3211568  
Images 1

Thank you for Banking with BCT  
We appreciate your business

---- CHECKING ACCOUNTS ----

|                               |            |                                |                      |
|-------------------------------|------------|--------------------------------|----------------------|
| PUBLIC FUNDS - FIXED INTEREST |            | Number of Images               | 1                    |
| Account Number                | 3211568    | Statement Dates                | 8/01/13 thru 8/31/13 |
| Previous Balance              | 177,558.72 | Days This Statement Period     | 31                   |
| Deposits                      | .00        | Average Ledger                 | 69,121               |
| 1 Checks/Charges              | 176,922.85 | Average Collected              | 69,121               |
| Service Charge                | .00        | Interest Earned                | 20.55                |
| Interest Paid                 | 20.55      | Annual Percentage Yield Earned | 0.35%                |
| Current Balance               | 656.42     | 2013 Interest Paid             | 377.93               |

|                        |                       |        |
|------------------------|-----------------------|--------|
| Deposits and Additions |                       |        |
| Date                   | Description           | Amount |
| 8/31                   | INTEREST PAID 31 DAYS | 20.55  |

Checks in Serial Number Order

|      |           |            |
|------|-----------|------------|
| Date | Check No. | Amount     |
| 8/13 | 9999      | 176,922.85 |

\*Indicates Break in Check Number

|                           |            |      |         |      |         |
|---------------------------|------------|------|---------|------|---------|
| Daily Balance Information |            |      |         |      |         |
| Date                      | Balance    | Date | Balance | Date | Balance |
| 8/01                      | 177,558.72 | 8/13 | 635.87  | 8/31 | 656.42  |

\*\*\* 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.

August 13, 2013 03-111270  
Date

Pay to the Order of: Jefferson Asphalt Products \$176,922.85

one hundred seventy six thousand nine hundred twenty two dollars <sup>00</sup>/<sub>100</sub>

**BCT** Bank Charles Town  
For Missle Ridge State Block John H. Humphrey

057001418 00321568

Ck# 9999 Amt \$176,922.85 Date 8/13/2013

—  
—  
—

Jefferson County Engineering Department  
 Project Management Costs - Tabulation  
 Misson Ridge Subdivision - Site Work to Complete Subdivision  
 8/27/2013

| Date       | Description                              | Person            | Hours | Hourly Rate<br>Charges | Total \$ |
|------------|------------------------------------------|-------------------|-------|------------------------|----------|
| 5/1/2012   | DOH meeting on site                      | Jonathan Saunders | 1     | \$46.70                | \$46.70  |
|            |                                          | Joe Kent          | 1     | \$44.65                | \$44.65  |
| 7/9/2012   | calculate quantities                     | Jonathan Saunders | 2     | \$46.70                | \$93.40  |
|            |                                          | Joe Kent          | 1     | \$44.65                | \$44.65  |
| 7/16/2012  | quantities/scope                         | Jonathan Saunders | 2     | \$46.70                | \$93.40  |
| 7/31/2012  | meet with HOA                            | Jonathan Saunders | 1     | \$46.70                | \$46.70  |
| 7/29/2012  | DOH contact                              | Jonathan Saunders | 0.5   | \$46.70                | \$23.35  |
| 8/29/2012  | draft RFP                                | Roger Goodwin     | 3     | \$59.27                | \$177.81 |
| 9/5/2012   | draft RFP, quantities                    | Roger Goodwin     | 3     | \$59.27                | \$177.81 |
|            |                                          | Joe Kent          | 1     | \$44.65                | \$59.27  |
| 9/6/2012   | meeting re: RFP                          | Roger Goodwin     | 1     | \$59.27                | \$59.27  |
|            |                                          | Jonathan Saunders | 1     | \$46.70                | \$46.70  |
|            |                                          | Joe Kent          | 1     | \$44.65                | \$44.65  |
| 9/10/2012  | advertize RFP                            | Roger Goodwin     | 1.5   | \$59.27                | \$88.91  |
| 9/26/2012  | Pre-bid meeting                          | Roger Goodwin     | 2     | \$59.27                | \$118.54 |
|            |                                          | Joe Kent          | 2     | \$44.65                | \$89.30  |
|            |                                          | Jonathan Saunders | 2     | \$46.70                | \$93.40  |
| 10/5/2012  | Investigate pavement markings (bonded?)  | Jonathan Saunders | 2     | \$46.70                | \$93.40  |
| 10/11/2012 | bids due/open bids                       | Roger Goodwin     | 3     | \$59.27                | \$177.81 |
|            |                                          | Joe Kent          | 1     | \$44.65                | \$44.65  |
| 10/12/2012 | HOA meeting re: bids                     | Roger Goodwin     | 1.5   | \$59.27                | \$88.91  |
|            |                                          | Jonathan Saunders | 1.5   | \$46.70                | \$70.05  |
|            |                                          | Joe Kent          | 1.5   | \$44.65                | \$66.98  |
| 10/18/2012 | draft Notice of award                    | Roger Goodwin     | 1.5   | \$59.27                | \$88.91  |
|            |                                          | Joe Kent          | 0.5   | \$44.65                | \$22.33  |
| 10/22/2012 | check quantities, notice of award        | Roger Goodwin     | 5     | \$59.27                | \$296.35 |
|            | contract documents                       | Joe Kent          | 2     | \$44.65                | \$89.30  |
| 10/24/2012 | draft agreement for site work            | Roger Goodwin     | 2.5   | \$59.27                | \$148.18 |
|            | on site meeting with DOH                 | Jonathan Saunders | 1     | \$46.70                | \$46.70  |
|            |                                          | Joe Kent          | 1     | \$44.65                | \$44.65  |
| 11/1/2012  | meet contractor, re: contract documents, | Roger Goodwin     | 3     | \$59.27                | \$177.81 |
|            | send to HOA                              | Joe Kent          | 1     | \$44.65                | \$44.65  |

|            |                                                              |                   |     |         |          |
|------------|--------------------------------------------------------------|-------------------|-----|---------|----------|
| 11/8/2012  | issue notice of award                                        | Roger Goodwin     | 3   | \$59.27 | \$177.81 |
|            |                                                              |                   |     |         |          |
| 11/9/2012  | HOA signatures, statement of funds                           | Roger Goodwin     | 2   | \$59.27 | \$118.54 |
|            |                                                              |                   |     |         |          |
| 11/13/2013 | notice of award, escrow account                              | Roger Goodwin     | 2   | \$59.27 | \$118.54 |
|            |                                                              |                   |     |         |          |
| 11/28/2012 | contract documents                                           | Roger Goodwin     | 1   | \$59.27 | \$59.27  |
|            |                                                              |                   |     |         |          |
| 12/7/2012  | execute contract documents                                   | Roger Goodwin     | 1.5 | \$59.27 | \$88.91  |
|            |                                                              |                   |     |         |          |
| 12/12/2012 | prepare documents for HOA signatures                         | Roger Goodwin     | 2.5 | \$59.27 | \$148.18 |
|            |                                                              |                   |     |         | \$0.00   |
| 1/8/2013   | change order #1, contractor contact                          | Roger Goodwin     | 1   | \$59.27 | \$59.27  |
|            |                                                              |                   |     |         |          |
| 4/18/2013  | contractor contract, status/scheduling                       | Roger Goodwin     | 1.5 | \$59.27 | \$88.91  |
|            |                                                              |                   |     |         |          |
| 4/19/2013  | HOA contact , scheduling                                     | Roger Goodwin     | 1.5 | \$59.27 | \$88.91  |
|            |                                                              |                   |     |         |          |
| 5/9/2013   | contractor contact                                           | Roger Goodwin     | 1   | \$59.27 | \$59.27  |
|            |                                                              |                   |     |         |          |
| 5/10/2013  | site inspection, mobilization                                | Joe Kent          | 2   | \$44.65 | \$89.30  |
|            |                                                              |                   |     |         |          |
| 5/22/2013  | site inspection, delivery tickets                            | Joe Kent          | 4   | \$44.65 | \$178.60 |
|            |                                                              |                   |     |         |          |
| 5/24/2013  | site inspection                                              | Joe Kent          | 3   | \$44.65 | \$133.95 |
|            |                                                              |                   |     |         |          |
| 6/26/2013  | meet with contractor, delivery tickets                       | Joe Kent          | 2.5 | \$44.65 | \$111.63 |
|            |                                                              |                   |     |         |          |
| 6/26/2013  | site inspection, pavement markings                           | Joe Kent          | 2   | \$44.65 | \$89.30  |
|            |                                                              |                   |     |         |          |
| 6/27/2013  | go over final quantities                                     | Roger Goodwin     | 1.5 | \$59.27 | \$88.91  |
|            |                                                              | Joe Kent          | 1.5 | \$44.65 | \$66.98  |
|            |                                                              |                   |     |         |          |
| 7/2/2013   | meet with contractor, discuss change order                   | Roger Goodwin     | 1.5 | \$59.27 | \$88.91  |
|            | to include skid course                                       | Joe Kent          | 1.5 | \$44.65 | \$66.98  |
|            |                                                              |                   |     |         |          |
| 7/3/2013   | execute change order, release of liens and consent of surety | Joe Kent          | 4   | \$44.65 | \$178.60 |
|            |                                                              |                   |     |         |          |
| 7/17/2013  | site inspection "wash out" areas, shoulders                  | Joe Kent          | 2   | \$44.65 | \$89.30  |
|            |                                                              |                   |     |         |          |
| 8/1/2013   | County Commission approval for payment                       | Roger Goodwin     | 1   | \$59.27 | \$59.27  |
|            |                                                              |                   |     |         |          |
| 8/5/2013   | check signatures                                             | Roger Goodwin     | 1.5 | \$59.27 | \$88.91  |
|            |                                                              |                   |     |         |          |
| 8/14/2013  | staff meeting, discussion re: close out                      | Roger Godwin      | 1   | \$59.27 | \$59.27  |
|            | escrow account                                               | Joe Kent          | 1   | \$44.65 | \$44.65  |
|            |                                                              | Jonathan Saunders | 1   | \$46.70 | \$46.70  |
|            |                                                              |                   |     |         |          |

|        |  |  |     |  |            |
|--------|--|--|-----|--|------------|
| TOTALS |  |  | 102 |  | \$5,337.98 |
|--------|--|--|-----|--|------------|

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

### AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of the Construction Bond security for Hardy Cellular Telephone Company – Mountain Mission Telecommunications Facility/Kenneth Wilt Property (File #S10-11) – Performance Bond No. 105564190 with Travelers Casualty and Surety Company of America, Naperville, Illinois.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a complete release of the remaining \$181,873.00 construction bond amount for Hardy Cellular Telephone Company - Mountain Mission Telecommunications Facility/Kenneth Wilt Property (File #S11-18) which is secured by Performance Bond No. 105564190 with Travelers Casualty and Surety Company of America, Naperville, Illinois.

Attachments: Bond Release Letter  
Bond Release Request Report  
Site Map



## JEFFERSON COUNTY COMMISSION

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

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

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT  
*Dale Manuel*

October 17, 2013

VICE PRESIDENT  
*Walt Pellish*

Ms. Sandra Nowakowski  
Travelers Casualty and Surety Company of America  
215 Shuman Boulevard  
Naperville, IL 60563

COMMISSIONER  
*Jane Tabb*

COMMISSIONER  
*Patsy Noland*

RE: Performance Bond No. 105564190 dated May 16, 2011, Construction Bond Surety for Hardy Cellular Telephone Company – Mountain Mission Telecommunications Facility/Kenneth Wilt Property (File #S10-11).

COMMISSIONER  
*Lyn Widmyer*

Dear Ms. Nowakowski:

The Jefferson County Commission authorizes a complete release of the remaining \$181,873.00 from the construction bond for Hardy Cellular Telephone Company – Mountain Mission Telecommunications Facility/Kenneth Wilt Property (File #S10-11). This project is located at 524 Mission Road North. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount of the above referenced Performance Bond No. 105564190 originally issued in the amount of \$181,873.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Dale Manuel, President  
Jefferson County Commission

DM:rfb

cc: Mr. Jeff Hoersch, Vice President  
Hardy Cellular Telephone Company  
8410 West Bryn Mawr Avenue  
Chicago, IL 60631  
Department of Engineering

County Administrator  
*Debbie Keyser*

Deputy County Administrator  
*Sandy Slusher McDonald*

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

**BOND REDUCTION or RELEASE REQUEST - REPORT**

Date Received: 09 / 12 / 2013

J.C.P.C. File No. 510 - 11

Consultant/Engineer/Firm Name: GREENLAND DEVELOPMENT GROUP

Mailing Address: 3725 FRANKLIN ROAD SUITE 292

City: ROANOKE State: VA Zip: 24014

Contact Person: KEN PARRISH Phone: 540 + 890 - 7838

Project/Subdivision Name: MOUNTAIN MISSION USE (CELL TOWER)

Section/Phase: \_\_\_\_\_ Lots: \_\_\_\_\_

Review Comments:

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

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

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

\_\_\_\_\_ Bonding Policy & Unit Cost Figures attached for your use.

Comments: ALL IMPROVEMENTS COMPLETE. SITE IS STABLE. RECOMMEND FULL RELEASE.

**Approved for:**  
**BOND RELEASE**  
 By: [Signature] 09/26/2013  
**County Engineer** **Date**

Original Bond Amt. \$ 158,150 + 15% Cont. \$ 23,723 = Total Original Bond Amt. \$ 181,873

Total Current Bond Amount \$ 181,873.00

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

= Approved for Revised Bond Amount \$ 0.00

Reviewed By: Joseph W. Kent

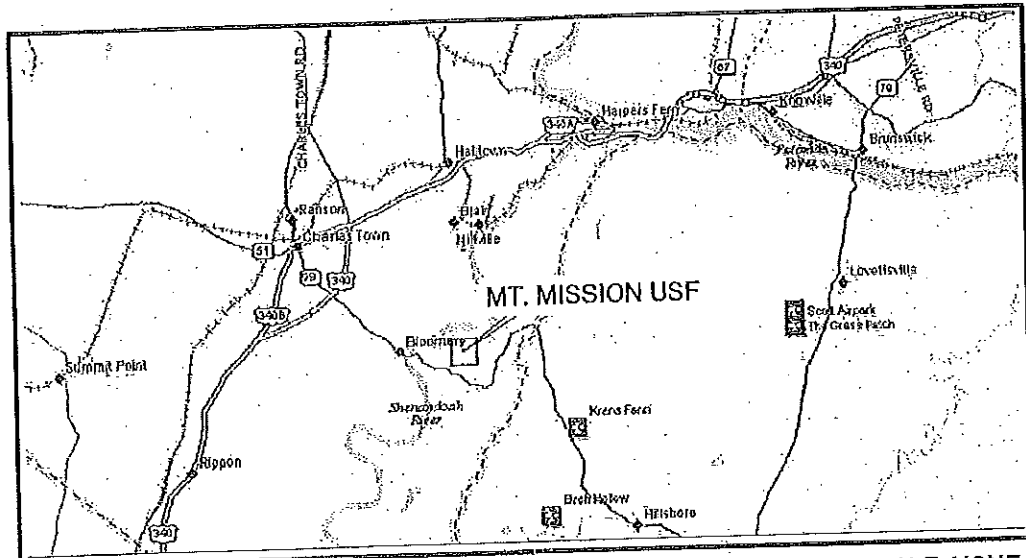
Title: L.D.I.

Signature: [Signature] [Signature]

Date: 09 / 26 / 2013

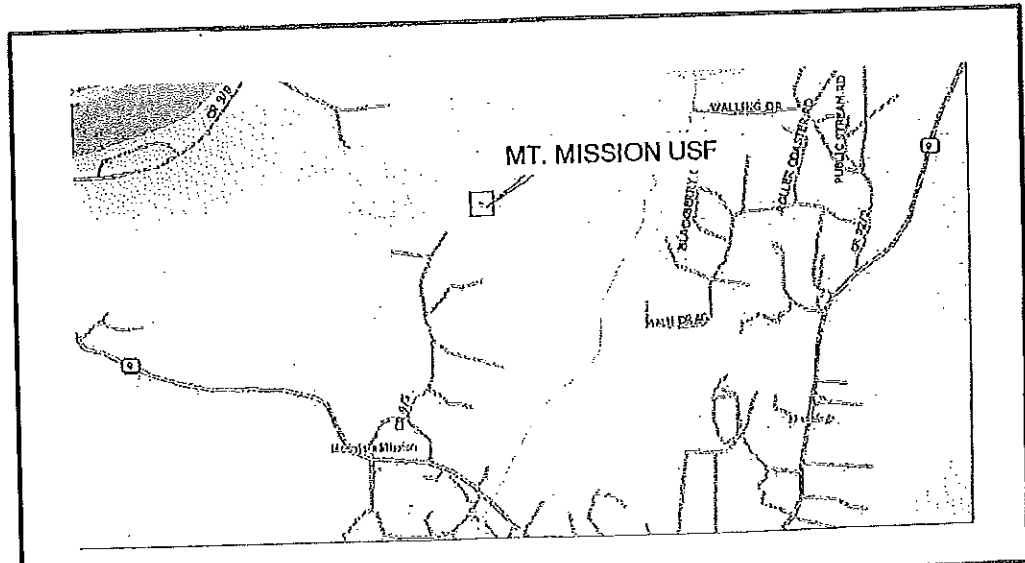
# MOUNTAIN MISSION\_USF # 416449

524 MISSION RD NORTH  
CHARLES TOWN, WV 25414



AREA MAP

SCALE: NONE



VICINITY MAP

SCALE: 1"=2000'

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: 20 minutes

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

Date Requested – 2<sup>nd</sup> Choice: October 31, 2013

If a specific date is needed, please provide reason for specific date: **This is a hearing on a code violation under the Property Safety Enforcement Ordinance. Prefer an afternoon time after 1:30 pm, so as to allow time to present evidence and not interrupt the normal meeting agenda.**

Subject: **Property Safety Enforcement Agency – Hearing on Case 12-001 (Bierer)**  
**Property located at 169 Daisy Lane, Walnut Grove Subdivision**  
**Charles Town Tax District, Map 4C, Parcel 32**  
**Deed Book 737, Page 340**

Please provide the County Commission with a description of your request or presentation, including any background information: **The Property Safety Enforcement Agency filed a Petition/Complaint on July 24, 2013, with the County Clerk's office petitioning the County Commission to order the property owner in Property Safety Enforcement Agency Case 12-001 (Bierer), to bring the property into compliance with the Property Safety Ordinance. The property owner was served with the Petition/Complaint. The deadline has passed for the property owner to request a hearing before the County Commission. Therefore, the Chief County Engineer, on behalf of the Property Safety Enforcement Agency, will present the Order to the County Commission for their consideration.**

**The Order states that the dwelling/structure is to be demolished within 45 calendar days of receipt of the Order by the property owner. If the property owner brings the property into compliance, then the case is dismissed. However, if the property owner fails to comply, then the County Commission will seek an order – which is filed by the Prosecuting Attorney's Office - from the Circuit Court allowing Jefferson County to demolish the dwelling/structure.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **To find the property in violation of the Property Safety Enforcement Ordinance and to issue the Order to the property owner, as presented.**

Attachments:

**The Petition/Complaint filed with the County Clerk's Office by the PSEA.**

**Affidavit of Service (petition/complaint served in person).**

**The Order to be presented to the County Commission for consideration of issuing.**

**Investigation Report (information required to be gathered under the ordinance).**

**Location Maps (Walnut Grove Subdivision).**

**Photos showing the condition of the property on 10/18/2012, 04/17/2013 & 09/18/2013.**

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA  
JEFFERSON COUNTY PROPERTY SAFETY ENFORCEMENT AGENCY  
Petitioner/Complainant

VS

TAMALA BIERER  
Respondent/Owner

PETITION/COMPLAINT

TO: THE JEFFERSON COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

The Jefferson County Property Safety Enforcement Agency would represent unto the County Commission of Jefferson County, West Virginia, as follows:

1. That the Respondent/Owner is the owner of a parcel of property located at 169 Daisy Lane, Lot 12, the Walnut Grove Subdivision in Jefferson County, West Virginia; which is designated as Deed Book 737, Page 340; and Tax Map 4C, Parcel 32, in the Charles Town Tax District; and is designated as Property Safety Enforcement Agency case no. 12-001.
2. That in October of 2011, the Jefferson County Property Safety Enforcement Agency received a citizen complaint against the property described in paragraph no. 1 herein alleging the following:
  - a. An abandoned and dilapidated dwelling on the property; and
  - b. A fire hazard and accident hazard exists on the property.
3. That the Jefferson County Property Safety Enforcement Agency agreed to accept and investigate the citizen complaints against the property described in paragraph no. 1 herein.
4. That the Jefferson County Property Safety Enforcement Agency, based on a field inspection on April 18, 2012, found that an unsafe condition exists on the property described in paragraph no.1 herein.
5. That Tamela E. Bierer, the Respondent/Owner, was sent a Notice of Violation Letter by certified mail and regular U. S. mail service, dated April 25, 2012, from the Jefferson County Property Safety Enforcement Agency. That the letters were mailed to the last known address of the property owner, at P.O. Box 276, Ranson, West Virginia; and that they were returned as "Undeliverable as Addressed".
6. That Tamela E. Bierer, the Respondent/Owner, was sent another Notice of Violation Letter dated November 29, 2012; which was served upon the Respondent/Owner by a professional process server, Hewett & Associates of Keedysville, Maryland, on

- December 7, 2012, at 901 Pope Avenue, Apartment 1FS2, Hagerstown, Maryland; and that the process server provided an Affidavit of Service
7. That the Notice of Violation Letter served upon Tamela E. Bierer, the Respondent/Owner, required the Respondent/Owner to return the dwelling/property to a safe condition by:
    - a. Demolishing and removing the dwelling unit from the property in a legal manner, and that the foundation be backfilled and any disturbed area be stabilized with grass seed and mulch, all to the satisfaction of the Property Safety Enforcement Agency, within 90 calendar days of receipt of the Notice of Violation letter. The Respondent/Owner was also advised that "time is of the essence in this matter."
  8. That the Notice of Violation Letter advised the Respondent/Owner that "the Jefferson County Property Safety Enforcement Agency is available to answer any questions with regard to bringing the property into compliance;" and that the Respondent/Owner has not contacted the Jefferson County Property Safety Enforcement Agency regarding this matter.
  9. That the Respondent/Owner failed to demolish the dwelling unit and bring the property into compliance by the March 7, 2013 deadline.
  10. That based on a follow-up field inspection on April 17, 2013, it was observed that conditions on the property do not appear to have changed and the unsafe condition still exists.
  11. That as of this date the Respondent/Owner has failed to contact the Property Safety Enforcement Agency and has not eliminated the unsafe condition on the property described in paragraph no. 1 herein.
  12. That the Property Safety Enforcement Agency, at their April 24, 2013, meeting, found the property to still be in violation and agreed, in accordance with the Jefferson County Property Safety Ordinance, to petition the County Commission of Jefferson County to order the property owner to bring the property into compliance.
  13. That accordingly the Jefferson County Property Safety Enforcement Agency has caused this Petition/Complaint to be filed in the Office of the Clerk of the County Commission of Jefferson County, West Virginia at the address of P.O. Box 208, Jefferson County Courthouse, 100 East Washington Street, Charles Town, West Virginia 25414.
  14. That accordingly the Jefferson County Property Safety Enforcement Agency does seek an order of the County Commission of Jefferson County, West Virginia

requiring the Respondent/Owner to return the property to a safe condition, as noted in paragraph no. 7 herein, within a reasonable time, and to impose daily civil monetary penalties upon the Respondent/Owner who fails to obey the order of the County Commission of Jefferson County, West Virginia, and if necessary, to advertise for and seek a contractor to demolish the dwelling unit and remove it from the property in a legal manner, and to backfill the foundation with earth or gravel fill material, and to seed and mulch any disturbed area, and to remove all trash and debris and dispose of it in a legal manner; and to institute a civil proceeding in the Circuit Court of Jefferson County, West Virginia to subject this property mentioned and described in paragraph no. 1 to a lien to satisfy the costs of the contractor to make the ordered work of demolishing the dwelling unit and removing it from the property in a legal manner, and for backfilling the foundation with earth or gravel fill material, and for seeding and mulching any disturbed area, and for removing all trash and debris and disposing of it in a legal manner; and to subject the Respondent/Owner to the daily civil monetary penalty imposed, attorney fees, and to order and decree that the contractor and the County and its agents may enter upon said property to perform the ordered work.

15. UNLESS THE RESPONDENT/OWNER SHALL WITHIN TEN (10) DAYS OF BEING SERVED WITH THIS PETITION/COMPLAINT, FILE A WRITTEN REQUEST WITH THE CLERK OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA AT THE ADDRESS OF P.O. BOX 208, JEFFERSON COUNTY COURTHOUSE, 100 EAST WASHINGTON STREET, CHARLES TOWN, WEST VIRGINIA, 25414, AN ORDER WILL BE ISSUED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA IMPLEMENTING THE RECOMMENDATIONS OF THE JEFFERSON COUNTY PROPERTY SAFETY ENFORCEMENT AGENCY.

#### PRAYER

WHEREFORE the Jefferson County Property Safety Enforcement Agency would pray as follows:

1. That the Clerk of the County Commission of Jefferson County, West Virginia shall cause the Petition/Complaint to be filed and a copy thereof be served upon Tameia E. Bierer, the Respondent/Owner, in accordance with law.

2. That the Clerk of the County Commission of Jefferson County shall, if service was by personal service, note on the original Petition/Complaint, the date such personal service was accomplished and require the person making personal service to certify that personal service was performed on that date.
3. That if the Respondent/Owner shall fail to make a written request for a hearing before the County Commission of Jefferson County, West Virginia within ten (10) days of service upon said Respondent/Owner of this Petition/Complaint, that an order be entered by the County Commission of Jefferson County, West Virginia implementing the recommendations of the Jefferson County Property Safety Enforcement Agency.
4. That if such hearing be requested, that the County Commission of Jefferson County, West Virginia conduct said hearing and make findings of fact, determinations and conclusions of law that the abandoned and dilapidated dwelling on the property is unsafe, an accident hazard and an attractive nuisance due to dilapidation, and the condition of the structure along with the refuse and debris and appliances on the property is unsafe and/or unsanitary, whether the result of natural or manmade force or effect, which causes the dwelling and property to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.
5. That the County Commission of Jefferson County, West Virginia order the Respondent/Owner to demolish and remove the dwelling unit from the property in a legal manner, and that the foundation be backfilled with satisfactory earth or stone fill material and any disturbed area be stabilized with grass seed and mulch, all to the satisfaction of the Property Safety Enforcement Agency and within 45 calendar days of receipt of the Order; and if the Respondent/Owner fails to comply with this Order within the time so specified, to impose a \$25.00 daily monetary penalty upon the Respondent/Owner and advertise for a contractor to demolish and remove the dwelling unit from the property in a legal manner, and that the foundation be backfilled with satisfactory earth or stone fill material and any disturbed area be stabilized with grass seed and mulch.
6. That the County Commission of Jefferson County, West Virginia bring a civil action in the Circuit Court of Jefferson County against the Respondent/Owner seeking an order to subject the property in question to a lien to satisfy: the contractor's costs in performing the work, the daily civil monetary penalty, reasonable attorney fees, court costs, and to order the property in question sold to satisfy the lien; and to seek an order of the Court granting the contractor and the County and its agents the right of entry onto the property in question.

7. And for such other relief as permitted by law.

JEFFERSON COUNTY ENFORCEMENT AGENCY

BY: Roger L. Goodwin Date: 7/24/2013  
Roger L. Goodwin, P.E., Chief County Engineer  
(On behalf of the Property Safety Enforcement Agency)

JEFFERSON COUNTY ENGINEERING

Jennifer S Mashan  
JEFFERSON County 10:30:42 AM  
Instrument No 2013013199  
Date Recorded 07/24/2013  
Document Type PETNC  
Pages Recorded 5  
Book-Page 1127-233

State of West Virginia, County of Jefferson, Sct.

---

Clerk's Office of the County Commission  
of Jefferson County, at Charles Town,  
in said State, exercising Probate  
Jurisdiction

I, JENNIFER S. MAGHAN, Clerk of said Commission having by law the custody of the seal, and all papers, books, documents and papers of or pertaining to said Commission, hereby certify the paper hereto annexed to be a true copy appertaining to said Commission and on file and of record in said office, to-wit:

This Petition/Complaint dated July 24, 2013. By and between Jefferson County Property Safety Enforcement Agency (petitioner) and Tamala Bierer (respondent). Recorded in Book 1127 Page 233 on July 24, 2013.



In attestation whereof I have hereunto  
set my hand and affixed the seal of  
said Commission this 24<sup>th</sup> day of July  
, 2013.

*Jennifer S. Maghan*

\_\_\_\_\_  
Clerk of said Commission

By:

*[Signature]*

\_\_\_\_\_  
Deputy Clerk



Jefferson County Property Safety  
Enforcement  
Plaintiff

\* In the Court  
\* for Jefferson County  
\* West Virginia  
\* Case: 12-001

VS

Tamala Bierer  
Defendant



\*\*\*\*\*

**AFFIDAVIT OF SERVICE**

I am Victoria Nash of Hewett & Associates PO Box 463 Keedysville, Md. 21756. We are an investigative agency experienced in process service for 25 years.

I am over 18 years of age and a resident of the state of Maryland. I am not a party to the above action and make this affidavit upon personal knowledge.

I do swear and affirm under the penalties of perjury that on 08/28/2013 @ 1520 I served the Petition/Complaint and attachments thereof issued by this court upon Tamala Bierer by delivering the documents at Potomac Heights Elementary School 301 E. Magnolia Ave., Hagerstown, MD by manner of:

|   |           |
|---|-----------|
| X | In Person |
|---|-----------|

Tamala Bierer is described as: W/F, sitting at desk, dark hair, early 50s

Misc Notes: Spanish Teacher at Potomac Heights Elementary School, Hagerstown, MD

*Victoria Nash*

Victoria Nash 13-07-24.00  
Hewett & Associates  
PO Box 463  
Keedysville, Md. 21756  
1-800-776-5069



IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA  
JEFFERSON COUNTY PROPERTY SAFETY ENFORCEMENT AGENCY  
Petitioner/Complainant

VS

TAMELA E. BIERER  
Respondent/Owner

**ORDER**

This matter came before the County Commission of Jefferson County on the \_\_\_\_ day of October, 2013, after the deadline expired for the Respondent/Owner to request a hearing on the Petition/Complaint (Property Safety Enforcement Agency Case 12-001). Therefore, upon the findings of fact, determinations and considerations of law, presented by the Property Safety Enforcement Agency, the County Commission of Jefferson County does find that:

1. That the Respondent/Owner is the owner of a parcel of property located at 169 Daisy Lane, Lot 12, the Walnut Grove Subdivision in Jefferson County, West Virginia; which is designated as Deed Book 737, Page 340; and Tax Map 4C, Parcel 32, in the Charles Town Tax District; and is designated as Property Safety Enforcement Agency case no. 12-001; and
2. The investigation report and the findings of fact submitted by the Property Safety Enforcement Agency represented the true condition of the property; and
3. The abandoned and dilapidated dwelling on the property is unsafe, an accident hazard and an attractive nuisance due to dilapidation, and the condition of the structure along with the refuse and debris and appliances on the property is unsafe and/or unsanitary, whether the result of natural or manmade force or effect, which causes the dwelling and property to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and
4. The dwelling and property will remain unsafe and detrimental to the public safety and welfare until: the abandoned and dilapidated structure/dwelling is demolished and removed from the property in a legal manner, and the foundation is backfilled with satisfactory earth or stone fill material and any disturbed area is stabilized with grass seed and mulch, all within 45 calendar days of receipt of this Order and to the satisfaction of this County Commission; and
5. The Respondent/Owner owner is not responsive to the requests of the Property Safety Enforcement Agency and has not removed the unsafe condition within the reasonable amount of time granted by the Property Safety Enforcement Agency.

THEREFORE, it is ADJUDGED and ORDERED that the Respondent/Owner, Tamela E. Bierer, Owner, be given until 45 calendar days from receipt of this Order to:

1. Demolish and remove the structure/dwelling unit from the property in a legal manner, and that the foundation be backfilled with satisfactory earth or stone fill material and any disturbed area be stabilized with grass seed and mulch, all to the satisfaction of this County Commission.

That upon satisfying the above conditions, this case shall be dismissed.

That in the event these conditions are not met on this date and time certain, that:

1. The County Commission of Jefferson County, West Virginia shall hire a contractor to demolish and remove the structure/dwelling unit from the property in a legal manner, and backfill the foundation with satisfactory earth or stone fill material and stabilize any disturbed area with grass seed and mulch, all to the satisfaction of this County Commission; and
2. The County Commission of Jefferson County, West Virginia brings a civil action in the Circuit Court of Jefferson County against the Respondent/Owner, seeking an order to:
  - a) Grant the contractor and employees of Jefferson County, and/or their agents, the right of entry onto the property to demolish and remove the structure/dwelling unit from the property in a legal manner, and backfill the foundation with satisfactory earth or stone fill material and stabilize any disturbed area with grass seed and mulch; and
  - b) Subject the Respondent/Owner, jointly and severally, to a daily civil monetary penalty of twenty-five dollars (\$25.00) per day until the abandoned and dilapidated structure/dwelling unit is demolished and removed from the property in a legal manner, and the foundation is backfilled with satisfactory earth or stone fill material and any disturbed area is stabilized with grass seed and mulch; all to the satisfaction of this County Commission; and to
  - c) Subject the property to a lien to satisfy the contractor's costs in performing the demolition and removal of the structure/dwelling unit from the property in a legal manner, and the backfilling of the foundation with satisfactory earth or stone fill

material and the stabilization of any disturbed area with grass seed and mulch,  
and reasonable attorney's fees and court costs; and to

- d) Have the property in question sold to satisfy the lien on the property; and to
- e) Grant such other relief as permitted by law.

Dated this \_\_\_\_\_ Day of October, 2013

By \_\_\_\_\_  
Dale Manual, President  
JEFFERSON COUNTY COMMISSION

Attest  
Jennifer Maghan  
Clerk of the County Commission

Jefferson County, West Virginia  
Property Safety Enforcement Agency

INVESTIGATION REPORT

Case no. 12-001 (Bierer)

Date: July 8, 2013

**1. Sheriff's Tax Office:**

Property Owner(s): Tamela E. Bierer

Mailing Address: P.O. Box 276

City: Ranson State: WV Zip: 25438

Tax District: Charles Town Map: 4C Parcel No. 32

Subdivision: Walnut Grove Lot no. 12

Street name: 169 Daisy Lane

Property Owner last known residence/address: 901 Pope Avenue  
Apartment 1FS2  
Hagerstown, MD

**2. Clerk of the County Commission:**

Judgement Leins:

Book/Page: 30/298 Jefferson Memorial Hospital  
\$913.27 + Interest since 12/03/2002

Tax Leins:

Book/Page: 67/471 State of WV Tax Department 6/29/2010 \$527.62  
Book/Page: 57/136 State of WV Tax Department 12/22/2008 \$1,720.98

Mechanics Leins: None

Deed of Trust Leins:

Book/Page 737-342 03/03/1993  
First National Mortgage Corp. \$82,900.00

Book/Page 1558/509 06/13/2006  
Mortgage Electronic Registration Systems, Inc. (loan modification) \$75,163.00

Copy of the Deed Obtained: Yes

Deed Book: 737

Page: 340

**3. Assessor's Office:**

Copy of Tax Map Obtained: Yes

Parcel Size: 0.41 +/- (acres)

Assessed Value: Land: \$22,700

Structure: \$26,800

**4. County Health Officer:**

Type of water system serving property:  
(Jefferson Utilities, Inc.)

individual well  
 public water system  
 subdivision central water

Type of sewer system serving property:  
(JCPSD)

individual septic system  
 public sewer system  
 subdivision central sewer

**5. County Fire Department:**

Number of fire service calls in the last five months to this property: 0

Number of ambulance calls in the last five months to this property: 0

**6. Planning Commission:**

Adjacent/Nearby subdivision(s): Briar Run, Breckenridge & Breckenridge North, and Beallair Subdivisions, along with 3 other proposed subdivisions.

Approximate no. of improved lots: > 200 surrounding Walnut Grove Subdivision

Schools within 1000 feet: None

Hospitals within 1000 feet: None

Property located within floodway or 100 year floodplain?  Yes  No

F.I.R.M. Map no. N/A Dated: \_\_\_\_\_

**7. United States Dept. of Agriculture:**

Type of farming operations in the area: None adjacent to property

Soil Types: UwC Urban land-Hagerstown complex, 0 to 15 percent slopes.

**8. West Virginia State Police:**

Approximate No. of law enforcement problems associated with this property within the last five years?

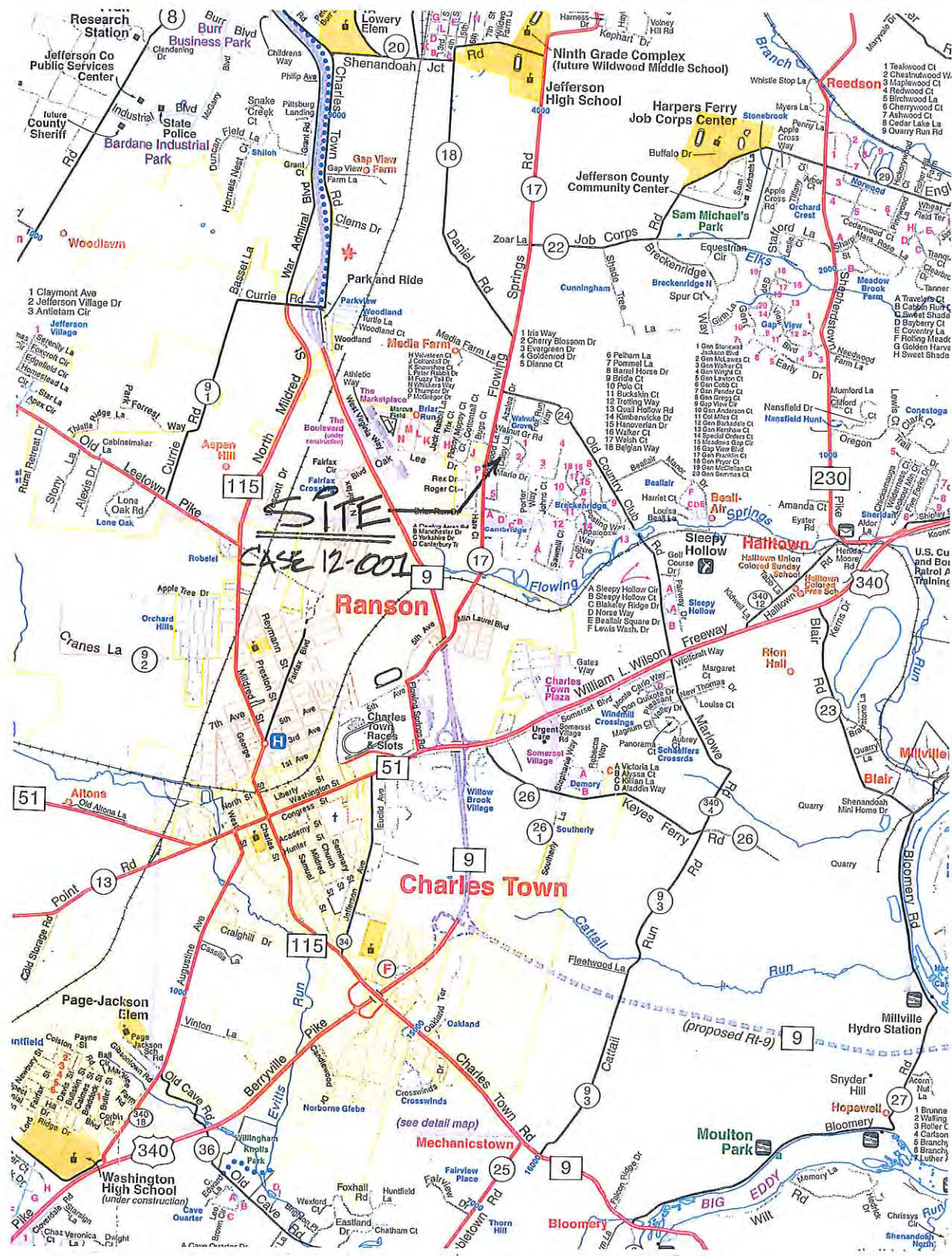
Nothing on record

**9. Jefferson County Sheriff's Department:**

Approximate No. of law enforcement problems associated with this property within the last five years?

Nothing on record, but the WV DNR cited the property for a violation in 2001 for allowing an open dump.

Pictures taken:  Yes  No



**SITE**  
**CASE 12-001**

**Ranson**

**Charles Town**

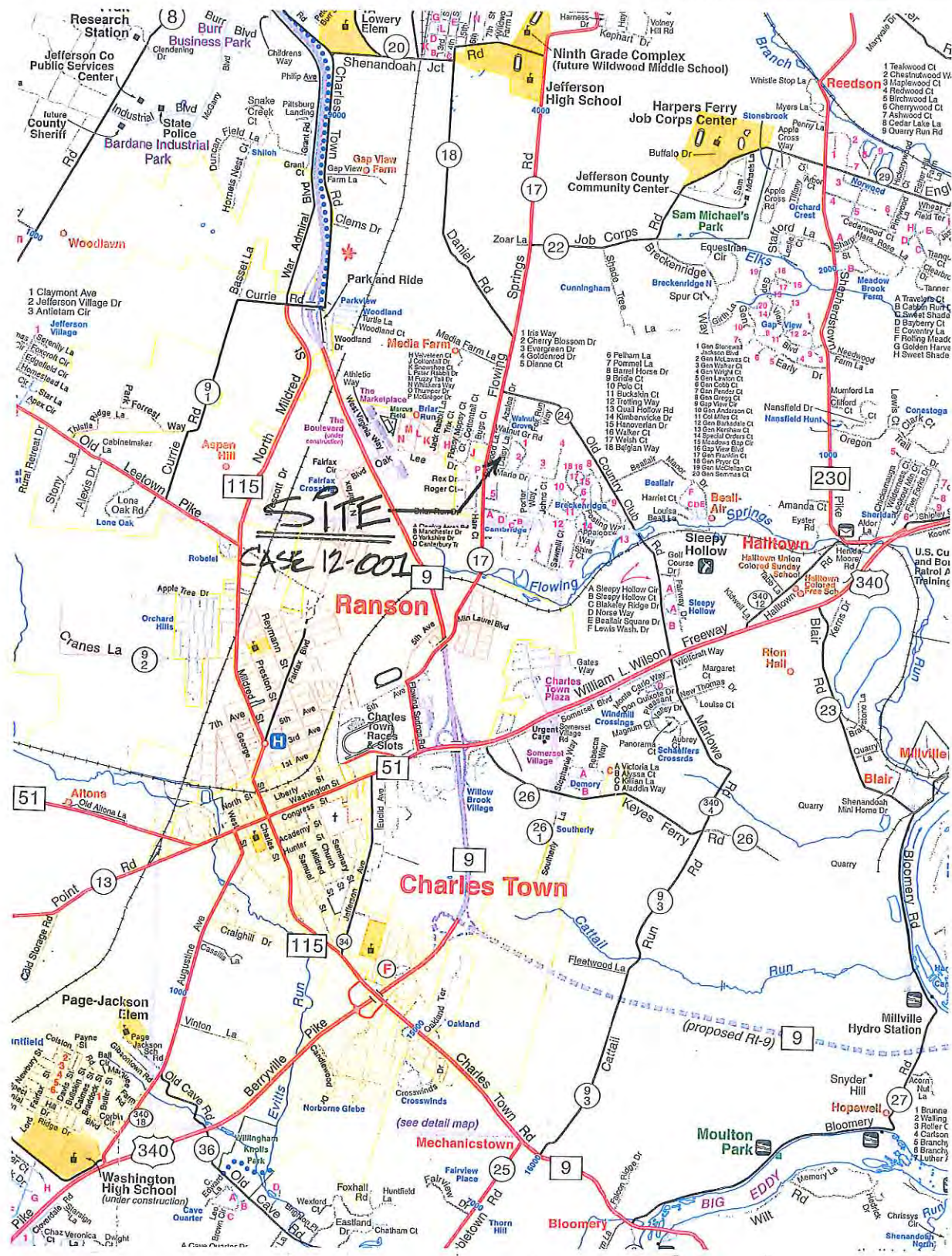
**Mechanicstown**

**Moulton Park**

**Bloomery**

(proposed RT-9)

(see detail map)



**SITE**  
**CASE 12-001**

**Ranson**

**Charles Town**

**Mechanicstown**

**Moulton Park**

**Bloomery**

(proposed RT-9)

(see detail map)

WVA CASE 12-007



8-8

3A

2-4E

2-4C

W.VA. RT. 17

FLOWING SPRING ROAD

W.VA. SEC. RT. 17

FLOWING SPRING ROAD

WALNUT GROVE ROAD

BOXWOOD LANE

BOXWOOD LANE

DAISY LANE

MARIE DRIVE

252.27

254.34

253.4

252.5

251.5

250.6

248.7

246.7

(11)

(12)

(13)

(14)

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Property Safety Case 12-001  
(Bierer)

Photos showing condition of the  
property on September 18, 2013.



Property Safety Case 12-001  
(Bierer)

Photos showing condition of the  
property on September 18, 2013.



Interior of dwelling



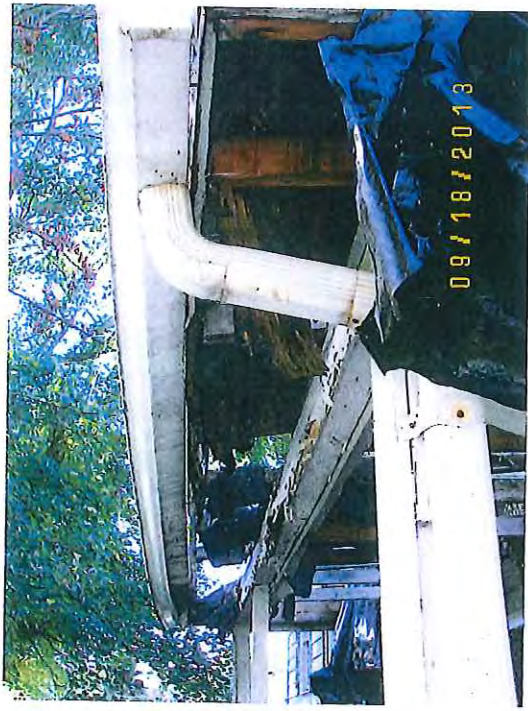


Property Safety Case 12-001 (Bierer)

Roof sheeting is gone.



Rear soffit is decayed.

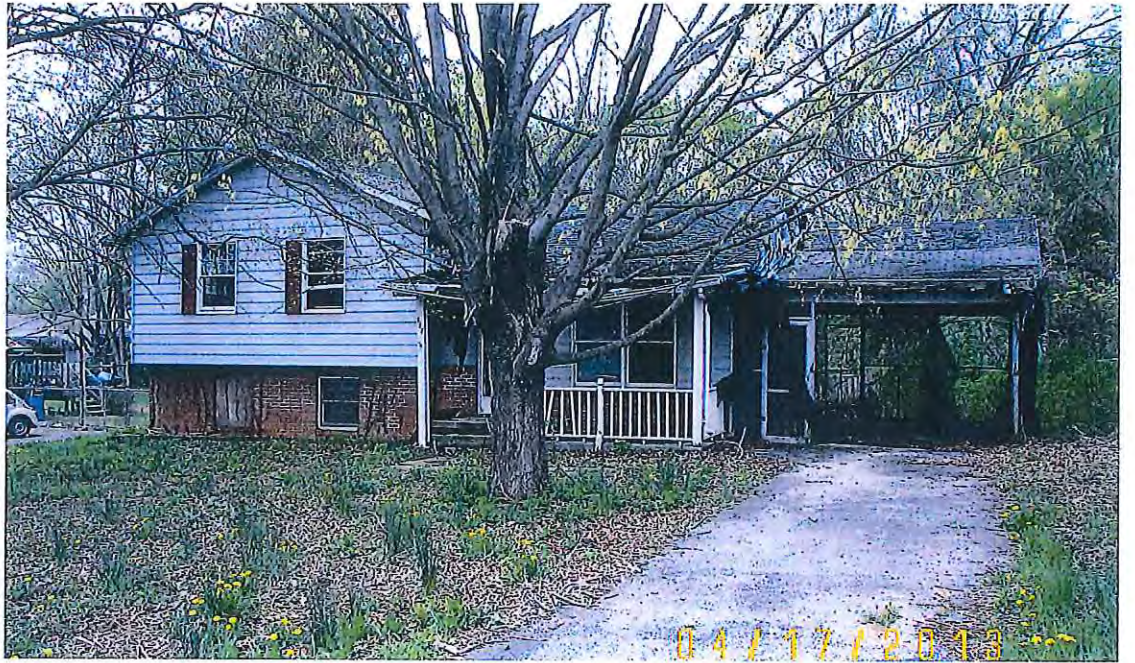


Property Safety Case 12-001 (Bierer)



Front Porch Roof





Property Safety Case 12-001 (Bierer)





Property Safety Case 12-001 (Bierer)





Property Safety Case 12-001 (Bierer)



Trash, debris, black mole & vandalism in living room



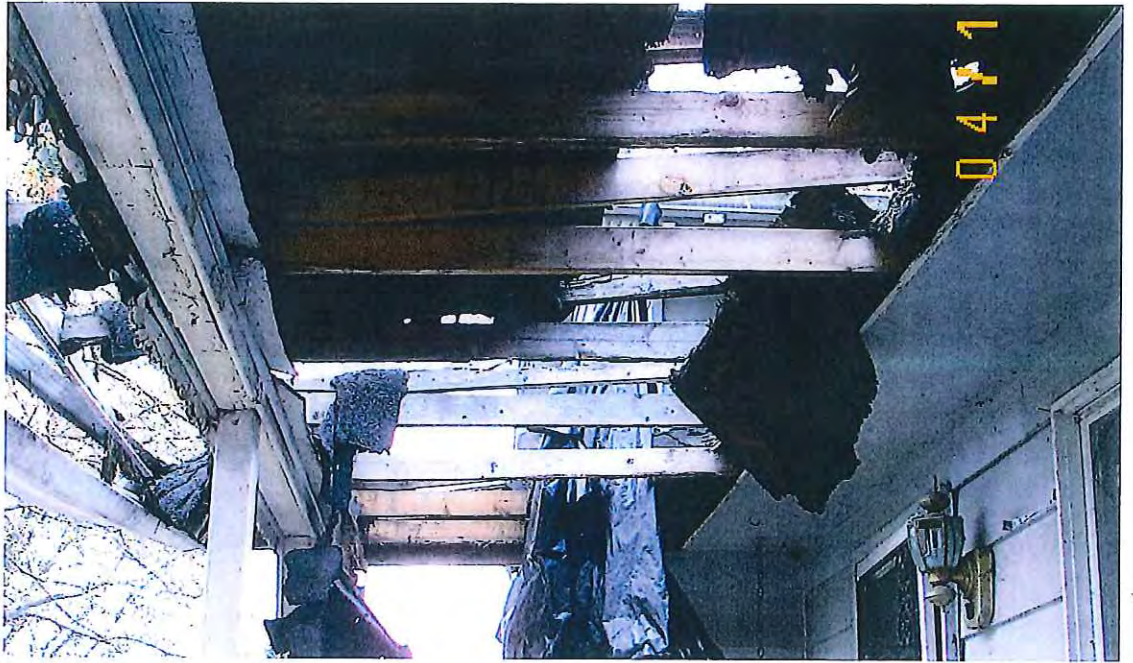
Living Room & Kitchen in back room



Black mold on walls



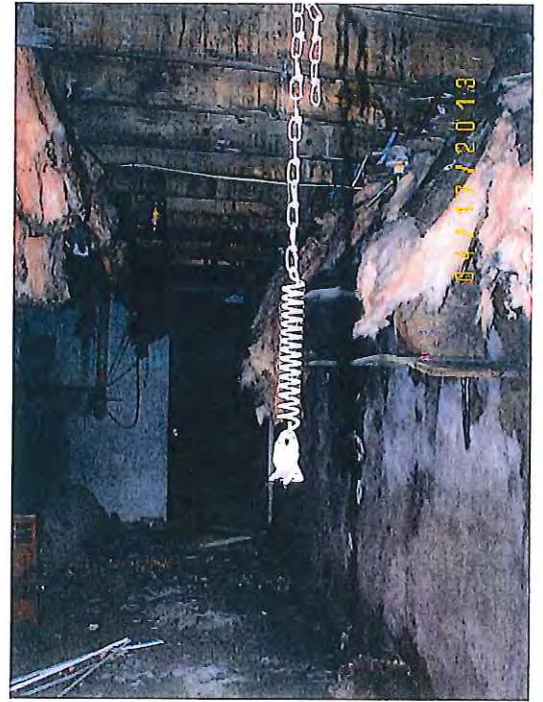
Property Safety Case 12-001 (Bierer)



Property Safety Case 12-001 (Bierer)



Front Porch Roof



Basement



Property Safety Case 12-001 (Bierer)



Rear Deck



Property Safety Case 12-001 (Bierer)



Property Safety Case 12-001 (Bierer)





Property Safety Case 12-001 (Bierer)

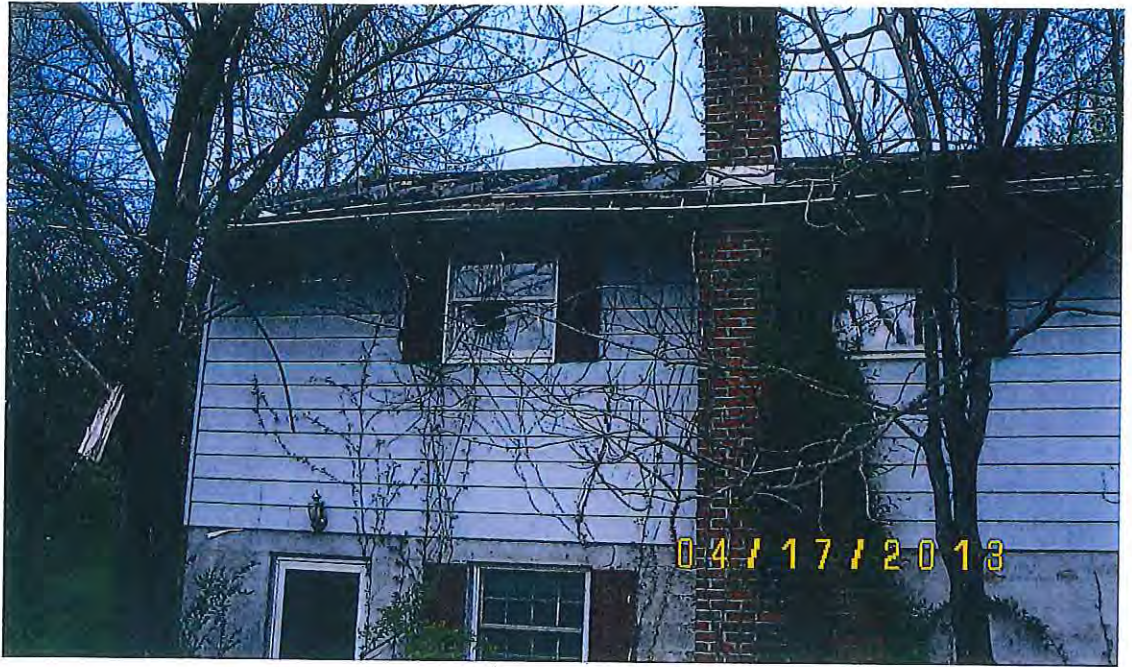




Property Safety Case 12-001 (Bierer)



Rear of House



Property Safety Case 12-001 (Bierer)



Rear Yard

Property Safety Case 12-001  
(Bierer)

Photos showing the condition of  
the property as of October 18,  
2012.

The has not been brought into  
compliance as outlined in the  
Notice of Violation.



Roof structure is decayed and  
collapsing.



Property Safety Case 12-001  
(Bierer)

Photos showing the condition of  
the property as of October 18,  
2012.

The has not been brought into  
compliance as outlined in the  
Notice of Violation.



Roof structure is decayed.



Property Safety Case 12-001  
(Bierer)

Photos showing the condition of  
the property as of October 18,  
2012.

The has not been brought into  
compliance as outlined in the  
Notice of Violation.



Deck & rear side of dwelling.



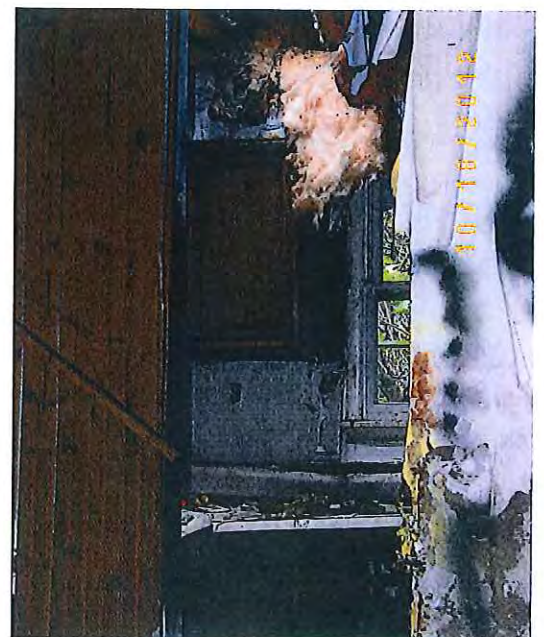
Interior of dwelling



October 18, 2012



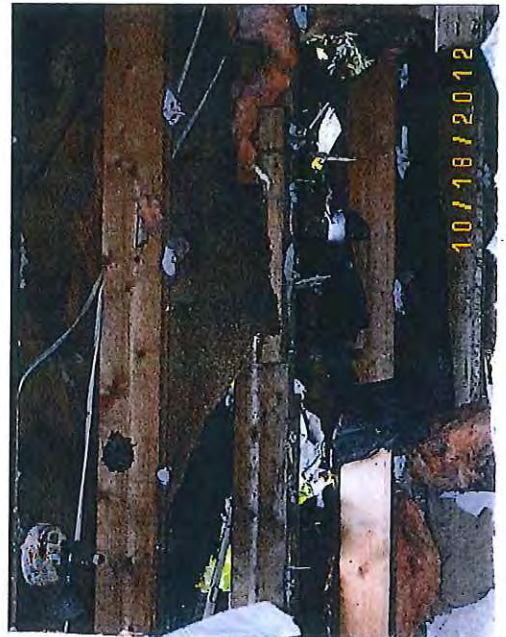
Kitchen



Kitchen



Black mold



Interior of dwelling



Basement

October 18, 2012

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: 20 minutes

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

Date Requested – 2<sup>nd</sup> Choice: October 31, 2013

If a specific date is needed, please provide reason for specific date: **This is a hearing on a code violation under the Property Safety Enforcement Ordinance. Prefer an afternoon time at 1:30 pm, so as to allow time to present evidence and not interrupt the normal meeting agenda.**

Subject: **Property Safety Enforcement Agency – Hearing on Case 12-002 (Williams & Yastrzemski)  
Property located at 111 Fairway Drive, Sleepy Hollow Estates Subdivision  
Harpers Ferry Tax District, Map 11B, Parcel 15  
Deed Book 927, Page 532**

Please provide the County Commission with a description of your request or presentation, including any background information: **The Property Safety Enforcement Agency filed a Petition/Complaint on August 16, 2013, with the County Clerk's office petitioning the County Commission to order the property owner in Property Safety Enforcement Agency Case 12-002 (Williams & Yastrzemski), to bring the property into compliance with the Property Safety Ordinance. The property owner was served with the Petition/Complaint. The deadline has passed for the property owner to request a hearing before the County Commission. Therefore, the Chief County Engineer, on behalf of the Property Safety Enforcement Agency, will present the Order to the County Commission for their consideration.**

The Order states what action needs to be taken by the property owner to bring the property into compliance and gives the property owner 45 days from receipt of the Order to do so. If the property owner brings the property into compliance, then the case is dismissed. However, if the property owner fails to comply, then the County Commission will seek an order – which is filed by the Prosecuting Attorney's Office - from the Circuit Court allowing Jefferson County to take action to bring the property into compliance.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **To find the property in violation of the Property Safety Enforcement Ordinance and to issue the Order to the property owner, as presented.**

Attachments:

**The Citizen's Complaint filed with the Property Safety Enforcement Agency (PSEA).**

**The Petition/Complaint filed with the County Clerk's Office by the PSEA.**

**The Order to be presented to the County Commission for consideration of issuing.**

**Investigation Report (information required to be gathered under the ordinance).**

**Location Maps (Sleepy Hollow Estates Subdivision).**

**Photos showing the condition of the property on 10/10/2012, 04/17/2013 & 09/18/2013.**



Jefferson County, West Virginia  
 Property Safety Enforcement Agency  
 P. O. Box 250  
 Charles Town, West Virginia 25414

**PROPERTY SAFETY COMPLAINT**  
**Report Form**  
 7/24/2007

(This form is for use to report a property safety complaint to the Jefferson County Property Safety Enforcement Agency)

**Property Description & Location**

Location of Property Safety complaint: (Attach a simple map showing directions to property)

Directions to Property: FROM RT. 340 TAKE OLD COUNTRY CURVE RD TO SLEEPY HOLLOW ESTATES, BEAR RIGHT INTO CIRCLE TO FAIRWAY DR.

Property Street/Road Address: 111 FAIRWAY DRIVE, CHARLES TOWN, WV 25414

Tax District: HARDENS FERRY Tax Map: 11B Parcel no.(s): 0015

Deed Book: 927 Page: 532 6/24/1999

Subdivision: SLEEPY HOLLOW ESTATES Lot no.(s): 16

Dwelling Occupants Name: UNOCCUPIED  
 (if there is no dwelling, or dwelling is unoccupied, please state above)

1. Object of Concern: (circle all that apply)      2. General Condition: (circle all that apply)

|                                                                  |                                                                    |
|------------------------------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Dwelling                     | <input checked="" type="checkbox"/> Deterioration                  |
| <input checked="" type="checkbox"/> Other Building               | <input checked="" type="checkbox"/> Fire Hazard Defect             |
| <input checked="" type="checkbox"/> Accumulated Debris or Refuse | <input checked="" type="checkbox"/> Accident Hazard Defect         |
| <input checked="" type="checkbox"/> Toxic Spill                  | <input checked="" type="checkbox"/> Other Calamity Hazard Defect   |
| <input checked="" type="checkbox"/> Other: <u>SWIMMING POOL</u>  | <input checked="" type="checkbox"/> Unsanitary Condition (specify) |
|                                                                  | Toxic Condition                                                    |

Additional Comments: HOUSE HAS BEEN ABANDONED FOR ABOUT 4 YEARS WATER DAMAGE, NOW OPEN FROM BREAK-IN. TRASH + DEBRIS IN YARD + VERY OVERGROWN, SWIMMING POOL WITH STANDING WATER NOT BASIC ACCESSIBLE TO CHILDREN

**Property Owner**

Property Owner Name(s): KEVIN WILLIAMS + ANNE YASTRZEMSKI

Property Owner Street/Mailing Address: 111 FAIRWAY DRIVE

City/Town: HARDENS TOWN State: WV Zip: 25414 Phone: N/A (NOT A WORKING ADDRESS)

KEWILLIAMS@SIMPLEXITY.COM ANNE@QUESTSERVICES.EDUCATIONALCHOICE.COM

**Complainant's Info.**

Complainant's Signature: [Signature] Date: 4/25/2012

Complainant's Name: ANN M. SMITH SEC. TREAS. HOMEOWNERS' ASSOC.  
 (print/type name)

Street/Mailing Address: P.O. Box 707

City/Town: HARDENS FERRY State: WV Zip: 25425 Phone: 304-725-8117  
304-279-3253

(Official Use/Do not write in this box)

Complaint: Accepted for investigation 4/25/2012 Complaint Dismissed \_\_\_\_\_

Assigned Case No. 12-002

Citizen complaint - report form

CALL STEVE SMITH TO VIEW: 304-725-5584 HOME  
 304-268-4647 CELL

## IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

JEFFERSON COUNTY PROPERTY SAFETY ENFORCEMENT AGENCY  
Petitioner/Complainant

VS

KEVIN WILLIAMS & ANNE YASTRZEMSKI  
Respondent/OwnerJennifer S Moohan  
JEFFERSON County 01:24:52 PM  
Instrument No 2013014223  
Date Recorded 08/06/2013  
Document Type PETN  
Pages Recorded 5  
Book-Page 1127-692PETITION/COMPLAINT

TO: THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

The Jefferson County Property Safety Enforcement Agency would represent unto the County Commission of Jefferson County, West Virginia, as follows:

1. That the Respondent/Owner is the owner of a parcel of property located at 111 Fairway Drive, Lot 16, the Sleepy Hollow Estates Subdivision in Jefferson County, West Virginia; which is designated as Deed Book 927, Page 532; and Tax Map 11B, Parcel 0015, in the Harpers Ferry Tax District; and is designated as Property Safety Enforcement Agency case no. 12-002.
2. That in January, 2012, the Jefferson County Property Safety Enforcement Agency received a citizen complaint against the property described in paragraph no. 1 herein alleging the following:
  - a. An abandoned and dilapidated dwelling on the property; and
  - b. Accumulated Debris & Refuse on the property; and
  - c. An accident hazard exists on the property; and
  - d. An unsanitary condition exists on the property.
3. That the Jefferson County Property Safety Enforcement Agency agreed to accept and investigate the citizen complaints against the property described in paragraph no. 1 herein.
4. That the Jefferson County Property Safety Enforcement Agency, based on a field inspection on July 18, 2012, found that an abandoned and dilapidated dwelling, trash and debris, and a fire hazard exists on the property described in paragraph no.1 herein; which are considered to be unsafe due to dilapidation, unsanitary and fire hazard conditions, or a combination of factors, whether the result of natural or manmade force or effect, which would cause the property to be an attractive nuisance that is unsafe and dangerous or detrimental to the public safety or welfare.
5. That Kevin Williams and Anne Yastrzemski, the Respondent/Owner, was sent a Notice of Violation Letter by certified mail and regular U. S. mail service, dated April 26, 2012, from the Jefferson County Property Safety Enforcement Agency. That the

letters were mailed to Seneca Trustees, Inc., 6108 Mid Atlantic Drive, Morgantown, West Virginia 26508, since the address of the property owner was unknown.

6. That Kevin Williams and Anne Yastrzemski, the Respondent/Owner, was sent a second Notice of Violation Letter by certified mail and regular U. S. mail service, dated February 1, 2013, to their residence at The View, 675 Presidents Street, Apartment 2409, Baltimore, Maryland 21202; and that the Respondent/Owner received the certified mail letter on February 5, 2013.
7. That the Notice of Violation Letter served upon Kevin Williams and Anne Yastrzemski, the Respondent/Owner, required the Respondent/Owner to return the dwelling/property to a safe condition by:
  - 1) The dwelling unit is secured by boarding up the doors and windows to prevent access by unauthorized persons; and
  - 2) All trash and debris is removed and disposed of in a legal manner; and
  - 3) The brush and overgrowth of vegetation is cut back away from the dwelling unit to reduce the risk of spread of a structure fire and to provide safe access for emergency responders; and all performed to the satisfaction of the Property Safety Enforcement Agency.
8. That the Respondent/Owner was given until October 17, 2012, to bring the property into compliance as noted in paragraph 7, above.
9. That the Notice of Violation Letter advised the Respondent/Owner that "the Jefferson County Property Safety Enforcement Agency is available to answer any questions with regard to bringing the property into compliance.
10. That Kevin Williams, Respondent/Owner, contacted the Chief County Engineer via email letter on March 26, 2012, asking what was required to bring the property into compliance; and that the Chief County Engineer replied via email letter on March 27, 2012, with a copy of the Notice of Violation letter outlining the requirements.
11. That Kevin Williams, Respondent/Owner, contacted the Chief County Engineer via email letter on March 27, 2012, stating that his "goal is to get some help the second week of April to take care of these issues, so by the time of the inspection on the 17<sup>th</sup> the property should be in compliance."
12. That based on a follow-up field inspection on April 17, 2013, it was observed that Respondent/Owner failed to fully comply with the requirements of the Property Safety Enforcement Agency and that the unsafe condition still exists; and that the

Respondent/Owner has failed to eliminate the unsafe condition on the property described in paragraph no. 1 herein.

13. That the Property Safety Enforcement Agency, at their April 24, 2013, meeting, found the property to still be in violation and agreed, in accordance with the Jefferson County Property Safety Ordinance, to petition the County Commission of Jefferson County to order the Respondent/Owner to bring the property into compliance.
14. That accordingly the Jefferson County Property Safety Enforcement Agency has caused this Petition/Complaint to be filed in the Office of the Clerk of the County Commission of Jefferson County, West Virginia at the address of P.O. Box 208, Jefferson County Courthouse, 100 East Washington Street, Charles Town, West Virginia 25414.
15. That accordingly the Jefferson County Property Safety Enforcement Agency does seek an order of the County Commission of Jefferson County, West Virginia requiring the Respondent/Owner to return the property to a safe condition, as noted in paragraph no. 7 herein, within a reasonable time, and to impose daily civil monetary penalties upon the Respondent/Owner who fails to obey the order of the County Commission of Jefferson County, West Virginia, and if necessary, to advertise for and seek a contractor to:
  - 1) Secure the dwelling unit from access by unauthorized person by boarding up the doors and windows; and
  - 2) Remove all trash and debris and disposed of it in a legal manner; and
  - 3) Cut the brush and overgrowth of vegetation back away from the dwelling unit to reduce the risk of spread of a structure fire and to provide safe access for emergency responders; and all performed to the satisfaction of the Property Safety Enforcement Agency; andto institute a civil proceeding in the Circuit Court of Jefferson County, West Virginia to subject this property mentioned and described in paragraph no. 1 to a lien to satisfy the costs of the contractor to make the ordered work of boarding up the structure, removing all trash and debris and disposing of it in a legal manner, and cutting back the overgrowth of vegetation; and to subject the Respondent/Owner to the daily civil monetary penalty imposed, attorney fees, and to order and decree that the contractor and the County and its agents may enter upon said property to perform the ordered work.

- [REDACTED]
16. UNLESS THE RESPONDENT/OWNER SHALL WITHIN TEN (10) DAYS OF BEING SERVED WITH THIS PETITION/COMPLAINT, FILE A WRITTEN REQUEST WITH THE CLERK OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA AT THE ADDRESS OF P.O. BOX 208, JEFFERSON COUNTY COURTHOUSE, 100 EAST WASHINGTON STREET, CHARLES TOWN, WEST VIRGINIA, 25414, AN ORDER WILL BE ISSUED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA IMPLEMENTING THE RECOMMENDATIONS OF THE JEFFERSON COUNTY PROPERTY SAFETY ENFORCEMENT AGENCY.

PRAYER

WHEREFORE the Jefferson County Property Safety Enforcement Agency would pray as follows:

1. That the Clerk of the County Commission of Jefferson County, West Virginia shall cause the Petition/Complaint to be filed and a copy thereof be served upon Kevin Williams and/or Anne Yastrzemski, the Respondent/Owner, in accordance with law.
2. That the Clerk of the County Commission of Jefferson County shall, if service was by personal service, note on the original Petition/Complaint, the date such personal service was accomplished and require the person making personal service to certify that personal service was performed on that date.
3. That if the Respondent/Owner shall fail to make a written request for a hearing before the County Commission of Jefferson County, West Virginia within ten (10) days of service upon said Respondent/Owner of this Petition/Complaint, that an order be entered by the County Commission of Jefferson County, West Virginia implementing the recommendations of the Jefferson County Property Safety Enforcement Agency.
4. That if such hearing be requested, that the County Commission of Jefferson County, West Virginia conduct said hearing and make findings of fact, determinations and conclusions of law that the abandoned and dilapidated dwelling on the property is unsafe, an accident hazard and an attractive nuisance due to dilapidation, and the condition of the structure along with the refuse and debris on the property is unsafe and/or unsanitary, whether the result of natural or manmade force or effect, which causes the dwelling and property to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.

5. That the County Commission of Jefferson County, West Virginia order the

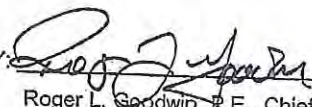
Respondent/Owner to:


- 1) Secure the dwelling unit from access by unauthorized person by boarding up the doors and windows; and
- 2) Remove all trash and debris and disposed of it in a legal manner; and
- 3) Cut the brush and overgrowth of vegetation back away from the dwelling unit to reduce the risk of spread of a structure fire and to provide safe access for emergency responders; and all performed to the satisfaction of the Property Safety Enforcement Agency; and

that all work be completed within 60 calendar days of receipt of the Order; and if the Respondent/Owner fails to comply with this Order within the time so specified, to impose a \$25.00 daily monetary penalty upon the Respondent/Owner and advertise for a contractor to make the ordered work of boarding up the structure, removing all trash and debris and disposing of it in a legal manner, and cutting back the overgrowth of vegetation; and that the County Commission of Jefferson County, West Virginia bring a civil action in the Circuit Court of Jefferson County against the Respondent/Owner seeking an order to subject the property in question to a lien to satisfy: the contractor's costs in performing the work, the daily civil monetary penalty, reasonable attorney fees, court costs, and to order the property in question sold to satisfy the lien; and to seek an order of the Court granting the contractor and the County and its agents the right of entry onto the property in question.

6. And for such other relief as permitted by law.

JEFFERSON COUNTY  
PROPERTY SAFETY ENFORCEMENT AGENCY

BY:  Date 8/06/2013  
Roger L. Goddwin, P.E., Chief County Engineer  
(On behalf of the Property Safety Enforcement Agency)

A TRUE COPY  
ATTEST: JENNIFER S. MAGHAN  
CLERK, COUNTY COMMISSION  
JEFFERSON COUNTY, WV  
BY:  DEPUTY CLERK

A TRUE COPY  
ATTEST: JENNIFER S. MAGHAN  
CLERK, COUNTY COMMISSION  
JEFFERSON COUNTY, WV  
BY:  DEPUTY CLERK

Q:\Engineering\ENGINEERING\ENFORCEMENT AGENCY\2012 CASE CORRESPONDENCE & RECORDS\12-002 (Williams and Yaszczemski)\2013-08-06 Petition-Complaint case 12-002.doc

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

JEFFERSON COUNTY PROPERTY SAFETY ENFORCEMENT AGENCY  
Petitioner/Complainant

VS

KEVIN WILLIAMS & ANNE YASTRZEMSKI  
Respondent/Owner

### ORDER

This matter came before the County Commission of Jefferson County on the \_\_\_\_ day of October, 2013, after the deadline expired for the Respondent/Owner to request a hearing on the Petition/Complaint (Property Safety Enforcement Agency Case 12-002). Therefore, having reviewed the Petition/Complaint and upon the findings of fact, determinations and considerations of law, presented by the Property Safety Enforcement Agency, and the response thereto, if any, the County Commission of Jefferson County does find that:

1. The Respondent/Owner is the owner of a parcel of property located at 111 Fairway Drive, Lot 16, the Sleepy Hollow Estates Subdivision in Jefferson County, West Virginia; which is designated as Deed Book 927, Page 532; and Tax Map 11B, Parcel 0015, in the Harpers Ferry Tax District; and is designated as Property Safety Enforcement Agency case no. 12-002; and
2. The investigation report and the findings of fact submitted by the Property Safety Enforcement Agency represented the true condition of the property; and
3. The abandoned and dilapidated dwelling on the property is unsafe, an accident hazard and an attractive nuisance due to dilapidation, and the condition of the structure along with the refuse and debris on the property is unsafe and/or unsanitary, whether the result of natural or manmade force or effect, which causes the dwelling and property to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and the dwelling and property will remain unsafe and detrimental to the public safety and welfare until:
  - 1) The dwelling unit is secured by boarding up the doors and windows to prevent access by unauthorized persons; and
  - 2) All trash and debris is removed and disposed of in a legal manner; and
  - 3) The brush and overgrowth of vegetation is cut back away from the dwelling unit to reduce the risk of spread of a structure fire and to provide safe access for emergency responders; and all completed within 45

calendar days of receipt of this Order and to the satisfaction of this County Commission; and

4. The Respondent/Owner owner is not responsive to the requests of the Property Safety Enforcement Agency and has not removed the unsafe condition within the reasonable amount of time granted by the Property Safety Enforcement Agency.

THEREFORE, it is ADJUDGED and ORDERED that the Respondent/Owner, Kevin Williams and Anne Yastrzemski, be given until 45 calendar days from receipt of this Order to:

1. Secure the dwelling unit from access by unauthorized person by boarding up the doors and windows; and remove all trash and debris and disposed of it in a legal manner; and cut the brush and overgrowth of vegetation back away from the dwelling unit to reduce the risk of spread of a structure fire and to provide safe access for emergency responders; and all performed to the satisfaction of this County Commission; and

That upon satisfying the above conditions, this case shall be dismissed.

That in the event these conditions are not met on this date and time certain, that:

1. The County Commission of Jefferson County, West Virginia shall hire a contractor to secure the dwelling unit from access by unauthorized person by boarding up the doors and windows; and remove all trash and debris and disposed of it in a legal manner; and cut the brush and overgrowth of vegetation back away from the dwelling unit to reduce the risk of spread of a structure fire and to provide safe access for emergency responders; and all performed to the satisfaction of this County Commission; and
2. The County Commission of Jefferson County, West Virginia brings a civil action in the Circuit Court of Jefferson County against the Respondent/Owner, seeking an order to:
  - a) Grant the contractor and employees of Jefferson County, and/or their agents, the right of entry onto the property to secure the dwelling unit from access by unauthorized person by boarding up the doors and windows; and remove all trash and debris and disposed of it in a legal manner; and cut the brush and overgrowth of vegetation back away from the dwelling unit to reduce the risk of spread of a structure fire and to provide safe access for emergency responders; and

- b) Subject the Respondent/Owner, jointly and severally, to a daily civil monetary penalty of twenty-five dollars (\$25.00) per day until the abandoned and dilapidated structure/dwelling unit is secured from access by unauthorized persons by boarding up the doors and windows; and all trash and debris is removed and disposed of it in a legal manner; and all brush and overgrowth of vegetation is cut back away from the dwelling unit to reduce the risk of spread of a structure fire and to provide safe access for emergency responders; all to the satisfaction of this County Commission; and to
- c) Subject the property to a lien to satisfy the contractor's costs in performing the securing of the dwelling unit/structure from access by unauthorized persons by the boarding up of the doors and windows; and the removal of all trash and debris and disposing of it in a legal manner; and the cutting back of all brush and overgrowth of vegetation away from the dwelling unit so as to reduce the risk of spread of a structure fire and to provide safe access for emergency responders, and reasonable attorney's fees and court costs; and to
- d) Have the property in question sold to satisfy the lien on the property; and to
- e) Grant such other relief as permitted by law.

Dated this \_\_\_\_\_ Day of October, 2013

By \_\_\_\_\_  
Dale Manual, President  
JEFFERSON COUNTY COMMISSION

Attest  
Jennifer Maghan  
Clerk of the County Commission

Jefferson County, West Virginia  
Property Safety Enforcement Agency

INVESTIGATION REPORT

Case no. 12-002 (Williams & Yastrzemeski)

Date: September 17, 2013

**1. Sheriff's Tax Office:**

Property Owner(s): Kevin Williams & Anne Yastrzemeski

Mailing Address: The View  
675 President's Street, Apartment 2409

City: Baltimore State: MD Zip: 21202

Tax District: Harpers Ferry Map: 11B Parcel No. 0015

Subdivision: Sleepy Hollow Estates Subdivision Lot no. 16

Street name: 111 Fairway Drive

**2. Clerk of the County Commission:**

Judgement Leins: None

Tax Leins: None

Mechanics Leins: None

Deed of Trust Leins: None

Copy of the Deed Obtained: Yes Deed Book: 927 Page: 532

**3. Assessor's Office:**

Copy of Tax Map Obtained: Yes Parcel Size: 0.67 +/- (acres)

Assessed Value: Land: \$24,600 Structure: \$27,200

**4. County Health Officer:**

Type of water system serving property:  individual well  
 public water system  
 subdivision central water

Type of sewer system serving property:  individual septic system  
 public sewer system  
 subdivision central sewer

**5. County Fire Department:**

Number of fire service calls in the last five months to this property: 0

Number of ambulance calls in the last five months to this property: 0

**6. Planning Commission:**

Adjacent/Nearby subdivision(s): Beallair, Breckenridge, Schaeffers Crossroads, Windmill Crossing; Sleepy Hollow Golf Course

Approximate no. of improved lots: 100+

Schools within 1000 feet: None

Hospitals within 1000 feet: None

Property located within floodway or 100 year floodplain?  Yes  No

F.I.R.M. Map no. 54037C 0137E Dated: 2009

**7. United States Dept. of Agriculture:**

Type of farming operations in the area: None adjacent to property

Soil Types: PpC – Poplimento silt loam, 8 to 15 percent slopes, very rocky.

**8. West Virginia State Police:**

Approximate No. of law enforcement problems associated with this property within the last five years?

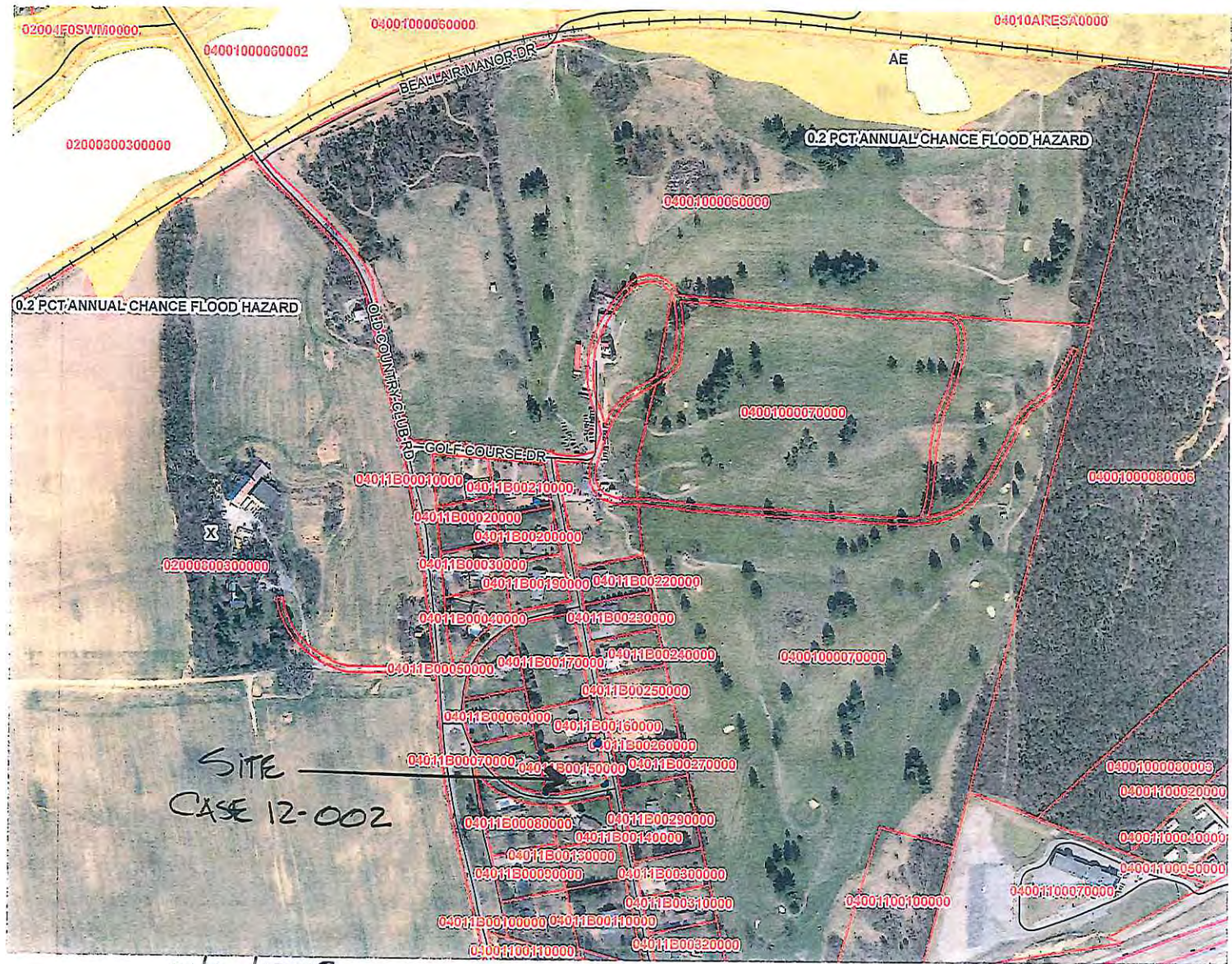
No Response

**9. Jefferson County Sheriff's Department:**

Approximate No. of law enforcement problems associated with this property within the last five years?

No Response

Pictures taken:  Yes  No

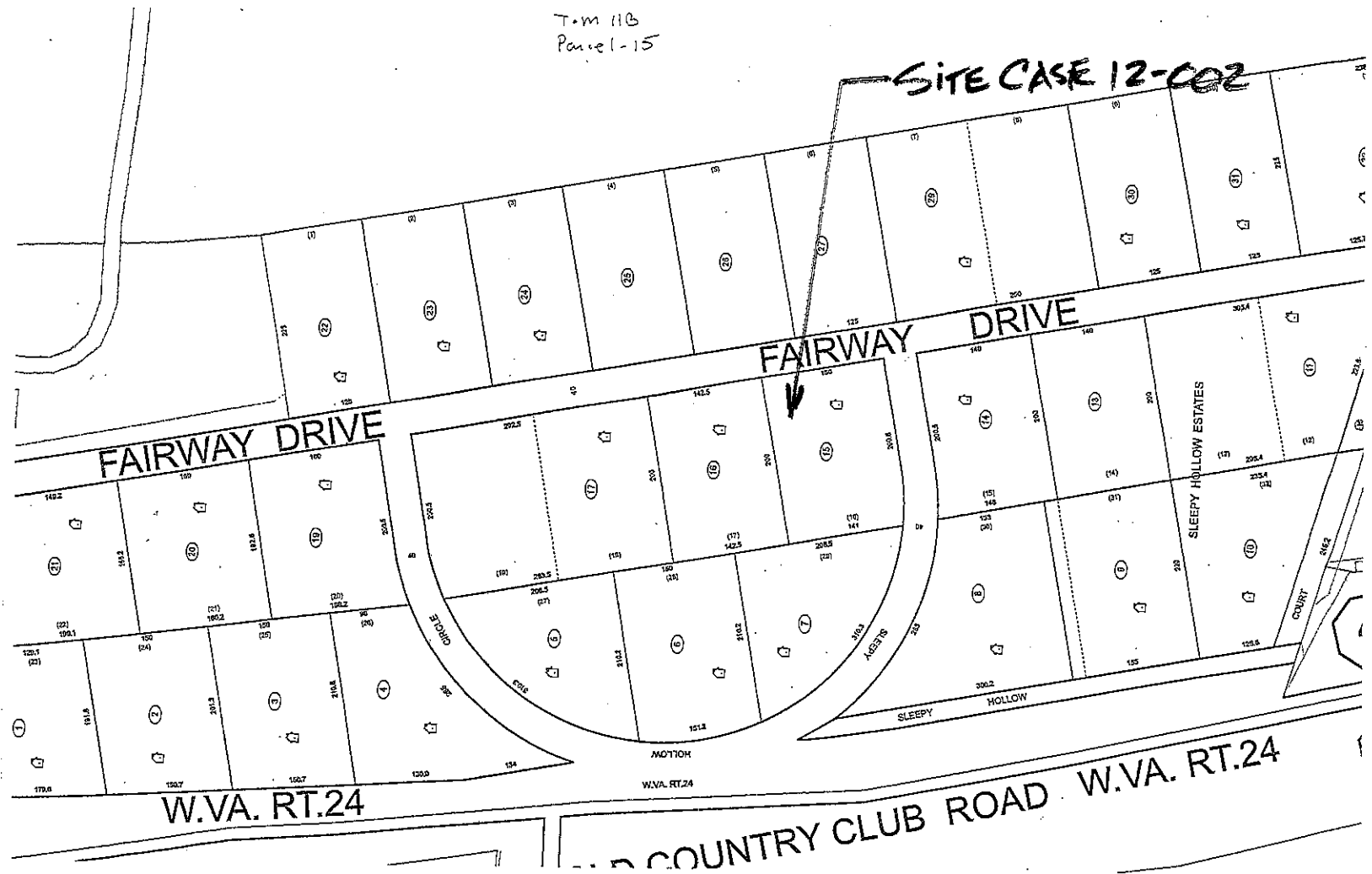


SITE  
CASE 12-002

7/30/2013

T.M. 11B  
Page 1-15

SITE CASE 12-002



W.V.A. RT.24

MOTION  
W.V.A. RT.24

COUNTRY CLUB ROAD W.V.A. RT.24

FAIRWAY DRIVE

FAIRWAY DRIVE

SLEEPY HOLLOW ESTATES

SLEEPY HOLLOW

COUNTRY CLUB ROAD

SLEEPY HOLLOW

Property Safety Case 12-002  
(Williams & Yastrezemski)

Photos showing the condition of  
the property on September 18,  
2013.



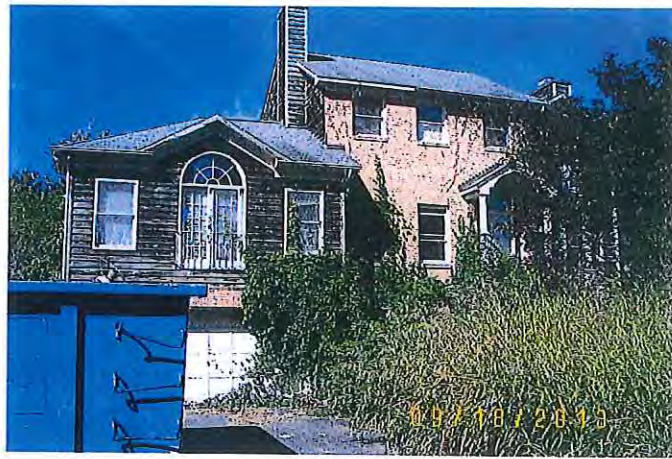
Property Safety Case 12-002  
(Williams & Yastrezemski)

Photos showing the condition of  
the property on September 18,  
2013.



Property Safety Case 12-002  
(Williams & Yastrezemski)

Photos showing the condition of  
the property on September 18,  
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Property Safety Case 12-002  
(Williams & Yastrezemski)

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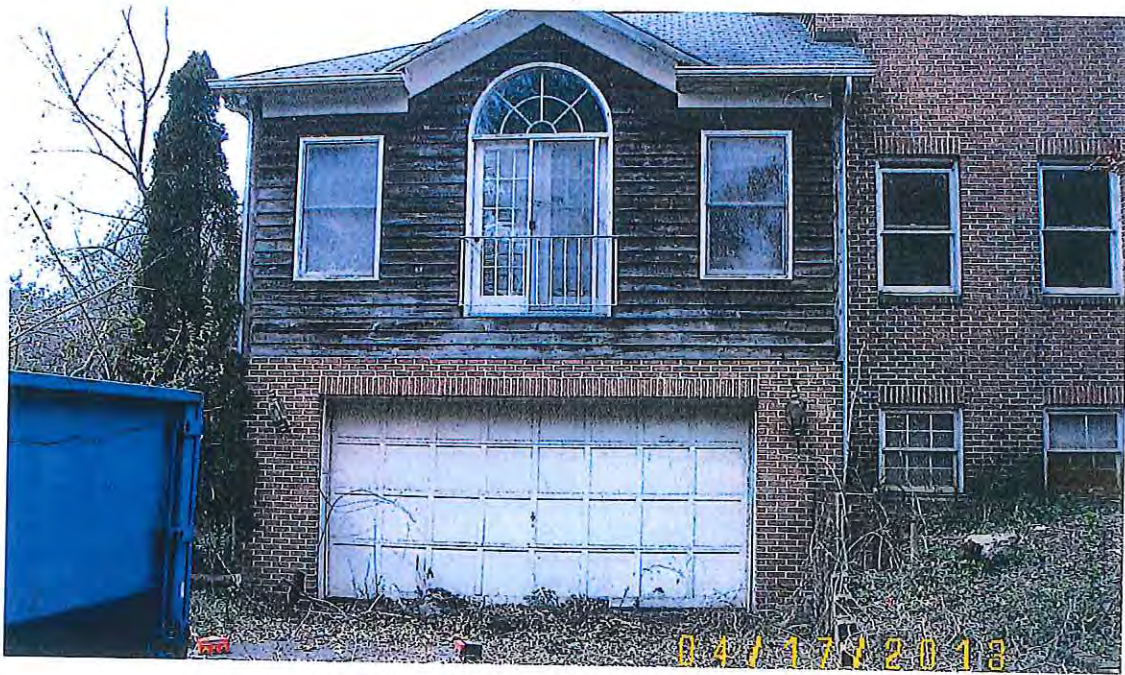




Property Safety Case 12-002 (Williams, et al)



Photos show some brush removed from front of house

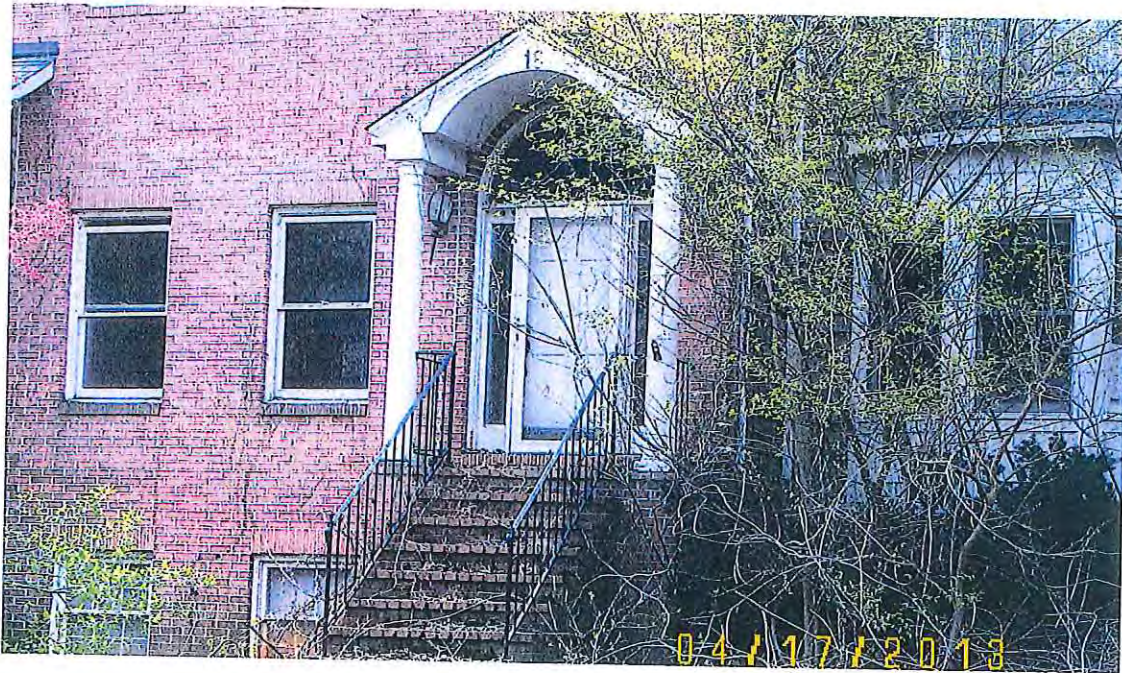


Property Safety Case 12-002 (Williams, et al)





Property Safety Case 12-002 (Williams, et al)



# AGENDA REQUEST FORM

Name: \_\_\_\_\_

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

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

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject:

Funding of Comprehensive Plan Planner/Zoning Administrator Position

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

Continuation of discussion of staffing for the Zoning Administrator Position and the continued position of the Comprehensive Plan Planner

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?

**Contact information:**

Email Address:

Phone number:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

### AGENDA REQUEST FORM

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: 15 minutes (possible executive session)

Date Requested – 1<sup>st</sup> Choice: September 19, 2013 (possible executive session)

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

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

Subject: Approval to move forward with Job Offer for Zoning Administrator Position

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

When Steve Barney gave notice of his resignation in May 2013, the County Commission authorized the Director of Planning and Zoning to advertise for the position in order to include Mr. Barney in the review of the applications. Planning and Zoning staff conducted first interviews in June, 2013 and selected 3 candidates for second interviews, which included a written report and presentation. In July, 2013, staff checked references and was ready to make a choice among the top three candidates to make a recommendation to County Commission when a hiring freeze was put into place by the County Commission until October 2013.

This request is for permission to revisit the top candidates and move forward with a recommendation to the County Commission for a start date in October.

If the County Commission would like to discuss the current staffing levels of the Departments of Planning and Zoning, an executive session is requested.

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

I move approval of the request of the Director of Planning and Zoning to move forward with the consideration of the Zoning Administrator candidates for the purpose of making a recommendation to the County Commission for a start date in October, 2013, to fill the vacant Zoning Administrator position for the Department of Zoning in accordance with the Department of Zoning's budgeted position.

Attachments:

**JEFFERSON COUNTY**  
**Personnel Requisition**

Department Name Zoning Date 9/12/13 Date Needed ASAP

Job Title Zoning Administrator Salary \$51,250 to 55,191 DOQ (Grade V) Criminal History Check  Yes  No

Suggested Recruitment Source(s) Various State and National APA websites; local newspapers

Applicants Interviewed By: Jennifer Brockman, Seth Rivard, JT Redmon Position Reports To: Jennifer Brockman

Minimum Education Required: Bachelors Degree in planning, public policy, legal, or related field plus experience noted below

Minimum Experience Required: Degree in planning as noted above plus 3-5 years practical experience. American Institute of Certified Planners (AICP) certification is preferred. Previous ordinance administration and strong verbal and written skills required.

Job Duties: Administer and interpret land use ordinances, implement the county's comprehensive plan, determine zoning compliance of proposed development, coordinate pre-proposal conferences with developers and citizens, perform subdivision and site plan review for compliance with county zoning, planning and flood plain regulations, building permit and development review functions, make public presentations to boards and commissions and serve as staff to the appointed Board of Zoning Appeals. Position will include input into the updating of locally adopted ordinances and regulations; contributing to the process of updating the Comprehensive Plan; and outreach and education of county staff and the public regarding the locally adopted regulations and ordinances.

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**Budget Information**

Addition  Replacement  Explain or For Whom Steve Barney who resigned in June 2013

Position Budgeted  Yes  No Proposed Salary \$51,250 to 55,191 DOQ Date of Hire mid October

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

Safety/Security  Hours Per Week 35 hrs/week plus evening and weekend meetings

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**Approvals**

Elected Official Approval \_\_\_\_\_ Date \_\_\_\_\_

Department Head Approval \_\_\_\_\_ Date \_\_\_\_\_

County Commission Approval \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

**AGENDA REQUEST FORM**

[www.jeffersoncountywv.org](http://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 – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject (Wording to be placed on agenda): **Approval of Resolution – Community Participation Grant Program for the Western Potomac Economic Partnership in the amount of \$25,000 – Discussion/Action**

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

**Grant Resolution and application for the Governor's Community Participation Grant in the amount of \$25,000 for the Western Potomac Economic Partnership – 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 Western Potomac Economic Partnership in the amount of \$25,000 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

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## **RESOLUTION**

The Jefferson County Commission met on the 17<sup>th</sup> day of October, 2013 with a quorum present and passed the following Resolution:

Be It Resolved that the County Commission of Jefferson County, West Virginia, hereby authorizes Dale Manuel, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds pursuant to provision of the Governor's Community Participation Program in the amount of \$25,000. This project is to assist the Western Potomac Economic Partnership with marketing activities and equipment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
DALE MANUEL  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

ATTESTED: \_\_\_\_\_  
County Clerk

14CPGP0005NR

# Community Participation Grant Program

Fiscal Year 2014



Grantee: Jefferson County Commission  
 Project Title: Western Potomac Economic Partnership

Project Number: 14CPGP0005NR  
 Amount: \$25,000

## Section 1: Grantee (Local Governing Agency)

|                        |                             |                             |                     |
|------------------------|-----------------------------|-----------------------------|---------------------|
| GOVERNING AGENCY NAME: | Jefferson County Commission |                             |                     |
| CONTACT PERSON:        | Sandy McDonald              | E-MAIL:                     | PHONE: 304-728-3284 |
|                        |                             | sandy@jeffersoncountywv.org |                     |

Yes  No Are funds requested for a nonprofit organization? If yes, complete Section 2.

## Section 2: Subgrantee (Nonprofit Organization)

|                         |                                      |          |                        |
|-------------------------|--------------------------------------|----------|------------------------|
| NONPROFIT ORGANIZATION: | Western Potomac Economic Partnership |          |                        |
| EXECUTIVE DIRECTOR:     |                                      | E-MAIL:  | john@jocia.net         |
| ADDRESS:                | 300 Foxcroft Avenue, Suite 201       | CITY:    | Martinsburg Zip: 25401 |
| PHONE:                  | 304-267-4144                         | WEBSITE: | westpep.com            |

Federal nonprofit certification, 501 (c) determination letter from Internal Revenue Service is attached.  
 Mission statement, brochure, or web page explaining the organization's mission and services provided is attached.

## Section 3: Project Details

Describe in specific terms the scope of the work to be completed and the proposed use(s) of the grant funds. A separate sheet may be attached if additional space is needed.

|                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESCRIPTION OF PROJECT:                                                                                                                                                                                                                                                                                                                      |
| The grant funds will be used to continue the regional marketing efforts for WestPep. WestPep is a collaboration of four counties - Berkeley, Jefferson, Morgan and Hampshire - created to provide helpful information for businesses deciding to locate in the Eastern Panhandle and to show the advantages that the Panhandle has to offer. |
|                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                              |

## PROJECT LOCATION:

|                                                                                    |     |
|------------------------------------------------------------------------------------|-----|
| OWNER OF PROJECT SITE, PROPERTY OR BUILDING:                                       | N/A |
| LOCATION AND ADDRESS WHERE GRANT FUNDS WILL BE USED (SUFFICIENT TO DRIVE TO SITE): |     |

Attach a copy of the property deed if project site(s) or building(s) are owned by a nonprofit organization. Application WILL NOT be processed without a deed.

## Section 4: Funding Summary

A minimum of 10% is required as a local match. Attach commitment letters for each funding source listed below.

|                                  | AMOUNT    | SOURCE<br>GRANT, BANK LOAN,<br>FUNDRAISING, ETC. | STATUS<br>PENDING, APPROVED,<br>ONGOING, ETC. | DOCUMENTATION<br>LETTER, RESOLUTION,<br>ETC. |
|----------------------------------|-----------|--------------------------------------------------|-----------------------------------------------|----------------------------------------------|
| GRANT FUNDS REQUESTED            | \$ 25,000 |                                                  |                                               |                                              |
| LOCAL FUNDS (10% REQUIRED MATCH) | \$ 25,000 | Local EDA's                                      | Approved                                      | Letter                                       |
| OTHER FUNDS                      | \$        |                                                  |                                               |                                              |
| OTHER FUNDS                      | \$        |                                                  |                                               |                                              |
| OTHER FUNDS                      | \$        |                                                  |                                               |                                              |
| TOTAL PROJECT COST               | \$        |                                                  |                                               |                                              |

Grantee: Jefferson County Commission  
Project Title: Western Potomac Economic Partnership

Project Number: 14CPGP0005NR  
Amount: \$25,000

**No application will be processed without the following documentation:**

- Application with Original Signature
- Resolution by Unit of Local Government
- Documentation of Local Match (Minimum 10 Percent)
- Current IRS 501(c) Determination Letter - Required for Nonprofit Organizations
- Current Certificate of Existence/Authorization from WV Secretary of State - Required for Nonprofit Organizations
- Deed to project site - Required if property is owned by a Nonprofit Organization

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the grantee and any subgrantee will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia and in Section 5 of this application. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

Name: Dale Manuel Title: President

Signature: \_\_\_\_\_ Date: 10-17-13  
**Mayor or County Commission President**  
**ORIGINAL SIGNATURE REQUIRED: USE BLUE INK**

Name: John Reisenweder Title: Executive Director, JCDA

Signature: \_\_\_\_\_ Date: 10/2/13  
**Executive Director, Nonprofit Organization**  
**ORIGINAL SIGNATURE REQUIRED: USE BLUE INK**

**West Virginia Development Office**  
**Community Development Division**  
**Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)



### Section 5: Assurances and Signature

The Grantee hereby assures the State that it and any Subgrantee(s) shall comply with the following laws, regulations, policies, and requirements:

1. The Grantee will perform the work for which the grant was made as determined by the State.
2. The Grantee will start work on the project before the end of the fiscal year in which the grant award is made.
3. The Grantee will comply with the equal employment provision of Titles VI and VII of the 1964 Civil Rights Act and Presidential Executive orders 11246 and 11375 in its hiring practices for work to be performed using grant funds.
4. The Grantee will solicit competitive bids on any major work element exceeding \$2,500 in cost as per West Virginia Purchasing Division procedures outlined in Section 3 of the Purchasing Division handbook, authorized by the WV Code of State Rules Title 148 Series 1. Purchasing Division competitive bidding requirements, at a minimum, are as follows:

|                          |                                                         |
|--------------------------|---------------------------------------------------------|
| ▪ \$2,500 or less        | ▪ No bids required; however, competition is encouraged. |
| ▪ \$2,500.01 to \$5,000  | ▪ Three verbal bids documented on a verbal bid summary. |
| ▪ \$5,000.01 to \$25,000 | ▪ Three written bids required.                          |
| ▪ \$25,000 or more       | ▪ Class-II Legal Ads required.                          |

5. The Grantee will comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A for all contracts, involving, but not limited to, construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work necessary for the undertaking and completion of the project, regardless of the source of funds utilized to pay such construction contracts. Bids for such contracts shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3.
6. The Grantee will pay State prevailing wage rates on contract construction unless federal funds are included in the project, in which case, the higher of the State's or Davis-Bacon wage rates will be paid on all contract construction.
7. The Grantee shall obtain professional services, such as consulting, through a request for proposals. Architectural or engineering services shall be pursued in accordance with West Virginia Code §5G.
8. The Grantee assures no costs will be incurred or commitments made relative to a grant prior to the approval of this grant and execution of a contract with the State of West Virginia.
9. The Grantee assures project sites and buildings will be publicly owned or owned by a federally certified nonprofit organization. The use of grant funds at/for private property or private gain is prohibited.
10. The Grantee assures that any part of the project to be occupied by the general public will be made accessible to the handicapped.
11. The Grantee assures that any permits, licenses, or other requirements of particular State or Federal agencies necessary for the project's design, construction, or operation will be secured.
12. The Grantee will not subgrant any of the grant funds received to any of its officials or employees or the members of their families or to employees of the WVDEO or members of the State Legislature in any contracts awarded for work to be performed.
13. The Grantee will maintain and have available for inspection on written request by the State all records kept on the project including bid documents, copies of all contracts, contractors' payrolls, time sheets, and invoices. The Grantee further assures the State that it will schedule an audit of any grant funds to be included in its annual audit as performed by the State Tax Department.
14. The Grantee assures that it has the legal authority to apply for this grant, commit any local matching shares, authorize the person signing the grant to act as an agent for the grantee and abide by the assurances described in section 5 of this application.
15. As the grantee, the county or municipality will act as the administrator of any grant funds provided to nonprofit organizations and will maintain fiduciary responsibility for the expenditure of funds.



October 1, 2013

West Virginia Development Office  
Community Development Division  
Community Participation Grand Program  
1900 Kanawha Blvd., East Building, Room 553  
Charleston, WV 25305

Greetings:

On behalf of the Western Potomac Economic Partnership (WestPep) we the undersigned members of WestPep pledge the amount of \$2500 in accordance with the required 10 percent match for the Community Participation Grant Program. The funds will be used to continue the regional marketing efforts of WestPep. WestPep is a collaboration of four counties—Berkeley, Jefferson, Morgan, and Hampshire—created to provide helpful information for businesses deciding to locate in the Eastern Panhandle and to show the advantages that the Panhandle has to offer.

If you need additional information please don't hesitate to contact John Reisenweber, Executive Director, Jefferson County Development Authority, 304-728-3255, john@jcda.net.

Thank you.

Sincerely,

Steve Christian  
Executive Director  
Berkeley County Development Authority

Bill Clark  
Executive Director  
Morgan County Development Authority

John Reisenweber  
Executive Director  
Jefferson County Development Authority

Les Shoemaker  
Executive Director  
Hampshire County Development Authority

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUN 30 2010**

WESTERN POTOMAC ECONOMIC  
PARTNERSHIP INC  
C/O WVU ENTREPRENEURSHIP LAW CLINIC  
NANCY TRUDEL  
PO BOX 6130  
MORGANTOWN, WV 26506

Employer Identification Number:  
27-0905519  
DLN:  
17053070312000  
Contact Person:  
PETER A ORLETT ID# 31436  
Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Public Charity Status:  
170(b)(1)(A)(vi)

Form 990 Required:  
Yes

Effective Date of Exemption:  
February 4, 2010

Contribution Deductibility:  
Yes

Addendum Applies:  
No

Dear Applicant:

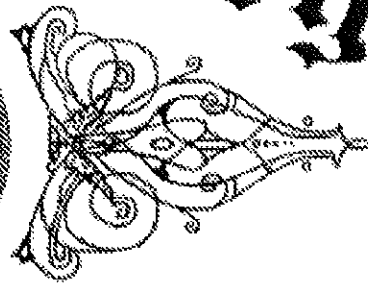
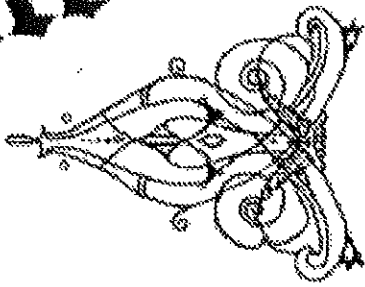
We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

# State of West Virginia



## Certificate

*I, Natalie E. Tennant, Secretary of State,  
of the State of West Virginia, hereby certify that*

Western Potomac Economic Partnership, Inc.

has filed the appropriate registration documents in my office according to the provisions of the West Virginia Code and hereby declare the organization listed above as duly registered with the Secretary of State's Office.

*Given under my hand and  
the Great Seal of West Virginia  
on this day of  
February 04, 2010*



Secretary of State

# State of West Virginia



## Certificate

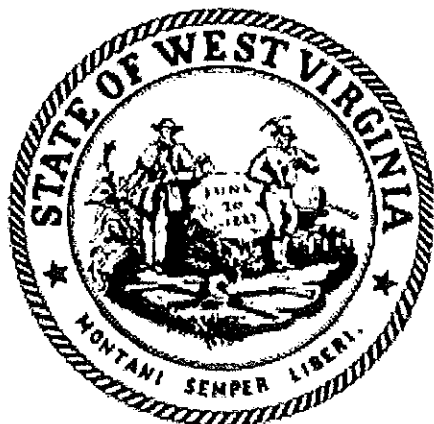
*I, Natalie E. Tennant, Secretary of State of the  
State of West Virginia, hereby certify that*

Articles of Amendment to the Articles of Incorporation of

**WESTERN POTOMAC ECONOMIC PARTNERSHIP, INC.**

are filed in my office as required by the provisions of West Virginia Code are found to conform to law. Therefore, I issue this

### **CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
May 15, 2012*

*Natalie E. Tennant*

Secretary of State

FILED

MAY 14 2012

Natalie E. Tennant  
Secretary of State  
1900 Kanawha Blvd E.  
Bldg 1, Suite 157-K  
Charleston, WV 25305

IN THE OFFICE OF  
SECRETARY OF STATE



Penney Barker, Manager  
Corporations Division  
Tel: (304)558-8000  
Fax: (304)558-8381  
[www.wvsos.com](http://www.wvsos.com)  
Hrs: 8:30 a.m. - 5:00 p.m. ET

FILE ONE ORIGINAL  
(Two if you want a filed  
stamped copy returned to you)  
FEE: \$25.00

WEST VIRGINIA  
ARTICLES OF INCORPORATION  
PROFIT AMENDMENT

In accordance with §31D-10-1006 of the Code of West Virginia, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is: Western Potomac Economic Partnership, Inc.

2. The following amendment(s) to the Articles of Incorporation were adopted by: (check one of the following statements)

- the shareholders of the corporation
- the incorporators or board of directors and shareholder approval was not required.

3. The date of the adoption of the amendment(s) was: \_\_\_\_\_

4. Change of Name Information or Text of Amendment

Change of name from: \_\_\_\_\_

To: \_\_\_\_\_

Other amendment(s) (attach additional pages to form, if necessary)

The address of the Non-Profit Corporation's principal place of business is: 300 Foxcroft Avenue, Suite 201, Martinsburg, WV 25401

The name and address of the registered agent for service of process on the Corporation in the State of West Virginia is: Stephen L. Christian, Executive Director, Berkeley County Development Authority, 300 Foxcroft Avenue, Suite 201, Martinsburg, WV 25401

5. Contact name and number of person to reach in case of problem with filing: (optional, however, listing one may help to avoid a return or rejection of filing if there appears to be a problem with the document)

Name: Stephen L. Christian Phone: 304-267-4144

Business email address, if any: schristlan@developmentauthority.com

6. Signature of person executing document:

Signature

Agent/Contact  
Capacity in which he/she is signing  
(example: president, chairman, etc.)

RECEIVED

MAY 14 2012

M01 k \$25.00 05/15/2012 997374



## West Virginia Articles of Incorporation

For filing with the West Virginia Secretary of State  
a Business for West Virginia Partner  
tel: (304) 558-8000

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Business Legal Name</b>               | Western Potomac Economic Partnership, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Trade Name</b>                        | West-PEP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Submitted Date</b>                    | 02/03/2010                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Registration Type</b>                 | New Business 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Registrant Type</b>                   | A business formed in West Virginia.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Charter Type</b>                      | Domestic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Class</b>                             | Non-Profit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Organization Type</b>                 | Corporation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>County</b>                            | Berkeley                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>WV Effective Date</b>                 | 02/04/2010                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Business Legal Purpose</b>            | The non-profit organization shall operate to carry on the charitable activities of economic development and job development in the eastern panhandle region of West Virginia, and for any other lawful purpose. The corporation is being organized and will be operated exclusively for charitable, religious, scientific, literary, and educational purposes within the meaning of Section 801(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any subsequent federal tax law. |
| <b>Has Members?</b>                      | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Member Class Designation</b>          | The Members of the Corporation shall be the Directors thereof, who shall be nominated and elected by the incorporator immediately upon the organization of the Corporation and who shall act as the Members and Directors of the Corporation until the election of their successors as provided in the By-laws of the Corporation. The manner of election or appointment and the qualifications and rights of the members of each class are included in the by-laws.                                                      |
| <b>Include IRS Non-Profit Statement?</b> | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Primary Business Location</b>         | 400 West Stephen Street Suite 301 Martinsburg , WV 25401<br>Phone #: (304)263-1743<br>County: Berkeley                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Tax Return Mailing Address</b>        | 400 West Stephen Street Suite 301 Martinsburg , WV 25401                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Agent of Process</b>                  | Carol Crabtree                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Principal Office</b>                  | 400 West Stephen Street Suite 301 Martinsburg , WV 25401                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Officer Information</b>               | 400 West Stephen Street Suite 301 Martinsburg , WV 25401<br>Carol Crabtree<br>Title: President                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Incorporator Information</b>          | 400 West Stephen Street Suite 301 Martinsburg , WV 25401<br>Carol Crabtree                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Source of Business</b>                | 400 West Stephen Street Suite 301 Martinsburg , WV 25401                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Primary Business Class</b>            | ALL NEW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Business Activity Public?</b>         | 9261 Administration of Economic Progra                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Offer credit services?</b>            | 926110 - Administration of General Economic Programs                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Purchase future payments?</b>         | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                          | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                          | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



FROM :

FAX NO. : 3042642153

Feb. 04 2010 10:09AM P3



West Virginia Articles of Incorporation

For filing with the West Virginia Secretary of State  
a Business for West Virginia Partner  
tel: (304) 568-8000

INSTRUCTIONS FOR FILING SIGNATURE PAGE

**Signatures Required:** The Articles of Incorporation of a West Virginia Corporation must be signed by at least one person acting as incorporator.

Please sign below and print your name and title beside your signature.

Carol A Crabtree

Carol A Crabtree

President

2/4/10

Print

Signature

Title

Date

**Statement Required by IRS to be Included in Articles of Incorporation,  
Restatement or Amendment for 501(c)(3) Status Approval**

Said corporation is organized exclusively for charitable, religious, educational, and/or scientific purposes, included, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. No part of the net earnings of the corporations shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**AGENDA REQUEST FORM**

[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Sandy McDonald, Deputy County Administrator

Department or Organization: County Commission

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

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject (Wording to be placed on agenda): Payment for claim under Public Officials Coverage – land use endorsement

Please provide the County Commission with a description of your request or presentation, including any background information: **Claim regarding Linda Hill v Matt Knott, et al is now complete and the claim was defended under the Public Officials Coverage – land use endorsement. The deductible is \$10,000 and the amount spent on the claim is \$3,702.02 which is now due. Planning and Zoning budgets do not have a court costs line item. Planning Commission professional services budget line item is budgeted for the professional facilitator for the Comp Plan public meetings and the consultant/professional expertise related to the US 340 South planning effort**

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

**Motion to take funds from the County Commission contingencies budget line item**

Are documents attachments? Yes **XX** No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_



ORIGINAL

August 29, 2013

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

RE: West Virginia Counties Risk Pool  
Participant: Jefferson County  
Claim Number: WV0192011001138  
Date of Claim: 12/16/2010  
Regarding: *Linda Hill v Matt Knott, et al*

Dear Mr. Polk:

The handling of this claim is now complete. This claim was defended under your Public Officials Coverage – land use endorsement. This coverage has a \$10,000 deductible. The total amount spent on this claim was \$3,702.02. Please remit your deductible amount under the terms of your insurance agreement.

Should you have any questions, comments or concerns, please contact the undersigned.

Very truly yours,

Mike Stafford, AIC  
Claims Manager

RECEIVED

AUG 4 0 2013

Jefferson County Commission

| Control #            | Check # | Trans Date | Type    | Clr | Void | Status | Payee                            | Check Amount      | From/To Date       | Invoice #         | Transaction Type      | Split Amount  | User         | Check Date    |  |
|----------------------|---------|------------|---------|-----|------|--------|----------------------------------|-------------------|--------------------|-------------------|-----------------------|---------------|--------------|---------------|--|
| 0003579              | 5220    | 10/29/2012 | Payment | No  | No   | P      | Bowles Rice McDavid Graff & Love | \$339.35          | 7/1/2012 8/2/2012  |                   | Public Official Legal | \$339.35      | Beth         | 10/29/2012    |  |
| 0003016              | 4681    | 8/14/2012  | Payment | No  | No   | P      | Bowles Rice McDavid Graff & Love | \$3,362.67        | 5/1/2012 8/30/2012 | 451730            | Public Official Legal | \$3,362.67    | beam         | 8/14/2012     |  |
| <b>Overall Total</b> |         |            |         |     |      |        |                                  | <b>\$3,702.02</b> | <b>Payments</b>    | <b>\$3,702.02</b> | <b>Collections</b>    | <b>\$0.00</b> | <b>voids</b> | <b>\$0.00</b> |  |

**Note**  
 Proprietary & Confidential Data  
 RISKMASTERX  
 Copyright 2010 Computer Sciences Corporation  
 All Rights Reserved Worldwide

|                                                                |                                                                                               |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| WVCORP<br>308 Market Street, Suites 1 & 2<br>Roanoke, VA 24011 | Invoice Date March 26, 2013                                                                   |
| Name of Insured Jefferson County<br>Commission                 | Please remit to<br><b>WVCORP</b><br>308 Market Street, Suites 1 & 2<br>Roanoke, VA 24011      |
| <u>Public Officials Invoice</u>                                | Policy Number WV-JE-019-12-POL<br>Effective Date July 1, 2011<br>Expiration Date July 1, 2012 |

| Claim Number    | Transaction / Date of Loss    | Amount     |
|-----------------|-------------------------------|------------|
| WV0192011001138 | December 16, 2011             | \$3,702 02 |
| Mike Stafford   | Total Amount Due Upon Receipt | \$3,702 02 |

Premiums are due as of the Transaction Effective Date or upon receipt of this invoice. THANK YOU FOR YOUR CONTINUED SUPPORT  
CC Kristalyn Rozell WVCORP Roanoke



May 15, 2012

Steven Barney  
Zoning Administrator  
Jefferson County  
116 E Washington Street, 2<sup>nd</sup> Floor  
Charles Town, WV 25414

RE West Virginia Counties Risk Pool  
Participant Jefferson County  
Claim Number WV0192011001138  
Date of Claim 12/16/2010  
Regarding *Linda Hill v Matt Knott et al*

Ladies and Gentlemen

We are in receipt of the lawsuit filed by Ms Hill against Steven Barney, Zoning Administrator for Jefferson County, et al Please be advised that for the reasons stated below, we will be defending this matter under a reservation of rights

Ms Hill's claim is based on several entities use of land adjoining Ms Hill's property which use she contends is non conforming with the property's zoning Ms Hill is requesting declaratory judgment and injunctive relief Hill is not seeking any monetary award, nor is she claiming personal injury or property damage as defined by the contract issued to the County by WVCORP

The General Liability contract issued to the County by WVCORP is not applicable to this action In order for the General Liability contract to be triggered, there must be personal injury or property damage In addition, the following language is contained in the Public Officials Liability contract issued to the County by WVCORP

**D EXCLUSIONS**

This coverage does not apply to any Claim as follows

**3 Injunctive Relief**

Seeking relief, or redress in any form other than money Damages including injunctive relief or equitable relief, or quasi-judicial or administrative orders,

**8 Eminent Domain**

To any liability arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, or inverse condemnation,



by whatever name called, whether such liability accrues directly against the Member or by virtue of any agreement entered into by or on behalf of the Member,

There is an Endorsement to the contract which changed the coverage available for exclusion 8 above. This additional coverage is for the payment of costs associated with the defense only of land use actions. It does not cover the costs of any settlement, judgment or any other payment on behalf of the County Commission or any other defendant. In addition, there is a \$10,000.00 per occurrence deductible. Once the deductible has been met, the remaining costs are split evenly between the County Commission and WVCoRP up to \$100,000.00, which is the per occurrence limit under the Endorsement.

We are forwarding this claim to Mike Lorensen, Esquire of Bowles, Rice, McDavid, Graff and Love for the defense of Mr. Barney. Mr. Lorensen is located at 101 S. Queen Street, Martinsburg, WV 25401-1419 and can be reached by telephone at (304)264-4224. In addition, since we are defending this matter under a reservation of rights, Mr. Barney and/or the Commission may, at their own expense, hire their own attorney to protect Mr. Barney's interests. Should you decide to do this, we would ask that you have them contact Mr. Lorensen so that the defense can be properly coordinated.

Should you have any questions, comments or concerns, please contact the undersigned.

Very truly yours,

Mike Stafford  
Claims Manager

cc Jefferson County Commission



# AGENDA REQUEST FORM

Name: Debbie Keyser

Department or Entity: County Administrator

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

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject: **Potential hiring of one full-time and one part-time IT employee**

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

The Jefferson County Commission approved the hiring of a full-time and part-time IT employee at the September 5, 2013 County Commission Meeting. After interviewing for both positions, the County Administrator would like to present recommendations for the two positions.

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

Are documents attached?

**If not, please explain:**

**Is a projector needed?**

**Contact information:**

Email Address:

Phone number:

# AGENDA REQUEST FORM

Name: Debbie Keyser

Department or Entity: County Administrator

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

Date Requested – 1<sup>st</sup> Choice: October 17, 2013

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

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

Subject: Approval of new hire for the Prosecuting Attorney's Office. Ms. Lyndsey Ward Leatherman, Esquire

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

Due to the recent departure of an Assistant Prosecuting Attorney, Ms. Lyndsey Ward Leatherman has been hired to fill the vacancy at a Grade VI, Step B.

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

I move to approve the hire of Assistant Prosecuting Attorney, Ms. Lyndsey Ward Leatherman at A Grade VI, Step B as of September 16, 2013.

Are documents attached?

If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:

**MEMORANDUM**

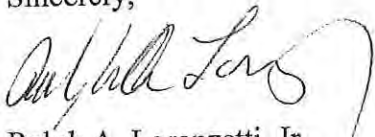
**FROM:** Ralph A. Lorenzetti, Jr., Prosecuting Attorney of Jefferson County  
**TO:** County Commission  
County Clerk, Finance Office  
**DATE:** September 3, 2013  
**RE:** New Assistant Prosecuting Attorney.

---

The Prosecuting Attorney's Office has hired Lyndsey Ward Leatherman, Esquire. Lyndsey will begin working on September 16, 2013 with her pay listed as County Grade 'VI', Step 'B', ie \$68,124.06. A copy of her job description is attached.

Lyndsey W. Leatherman, Esquire will occupy an office in the Briel Building. Her phone number will be (304) 728-3346.

Sincerely,



Ralph A. Lorenzetti, Jr.

**Jefferson County  
Job Description**

|                        |                                         |                     |                              |
|------------------------|-----------------------------------------|---------------------|------------------------------|
| <b>Position Title:</b> | Abuse and Neglect and Juvenile Attorney | <b>Grade Level:</b> | Initial VI-<br>Potential VII |
| <b>Department</b>      | Prosecutor's Office                     | <b>Date:</b>        | September 2013               |
| <b>Reports to:</b>     | Elected Prosecutor                      | <b>FLSA Status</b>  | NE                           |

**Statement of Duties:** Employee is responsible for the Representation of State of West Virginia during Abuse and Neglect cases in Circuit Court. Employee is also responsible for prosecution of juvenile delinquent cases. Employee is required to perform all similar or related duties.

**Supervision Required:** Employee works under the general direction of the elected prosecutor. The employee plans and carries out the regular work in accordance with standard practices and previous training, with substantial responsibility for determining the sequence and timing of action and substantial independence in planning and organizing the work activities, including determining the work methods. The employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions to resolve the particular problem. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor, but ordinarily the employee plans the work, lays it out and carries it through to completion independently. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

**Supervisory Responsibility:** Employee supervisory responsibility of administrative staff, involved with abuse and neglect and juvenile prosecution

**Confidentiality:** Employee has access to confidential law suits, criminal records/investigations, and juvenile proceedings.

**Accountability:** Consequences of errors of poor judgment may include missed deadlines, adverse public relations, legal repercussions, danger to public health/safety.

**Judgment:** The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying federal and state law and local regulations.

**Complexity:** The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating

Prosecutor's Office  
Abuse and Neglect and Juvenile Attorney  
09/03/13

## Jefferson County Job Description

facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

**Work Environment:** Duties involve everyday discomforts typical of indoor environments such as office settings, courtrooms and public meeting rooms. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours, at night, and/or on weekends to attend meetings, respond to emergencies, or as deemed necessary.

**Nature and Purpose of Public Contact:** Duties involve constant contact with judges, attorneys, courtroom personnel, citizens, defendants, and other individuals as required, to protect and promote the county's overall interest. Employees must possess a high degree of diplomacy and judgment and must be able to work effectively with and influence all types of persons. Duties require a well-developed knowledge of the law, and sense of strategy, and persuasiveness to serve as assistant prosecutor on behalf of the county.

**Occupational Risk:** Duties of the job present little potential for physical injury, but may involve mental stress, and possible or actual harm based upon interaction with criminal defendants and juvenile respondents. Otherwise, risk exposure is similar to that found in typical office settings.

**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

1. Responsible for representation of State of West Virginia during Abuse and Neglect matters before all Circuit Court Judges.
2. Meeting with DHHR representatives and other parties during multiple disciplinary team meeting.
3. Hearing on all Abuse and Neglect cases in Circuit Court.
4. Representing the State in all appeals.
5. Drafting juvenile delinquency petitions based upon facts presented by investigating officer.
6. Appearing before Magistrates for detention hearings in juvenile cases, including emergency after-hours hearings.
7. Appearing before Circuit Judges for preliminary hearings for juvenile cases.
8. Production of discovery, including review of file for discoverable items, meetings with investigating officers to determine other discoverable items, and ensuring production

Prosecutor's Office  
Abuse and Neglect and Juvenile Attorney  
09/03/13

**Jefferson County  
Job Description**

of same.

9. Assessing cases, conferring with officers and victims or victim assistants regarding plea terms, drafting plea agreements and plea documents.
10. Conducting all necessary conferences with counsel in compliance with all Rules, including Rules of Criminal Procedure and Trial Court Rules, including discovery conferences.
11. Assessing cases appropriate for transfer to criminal (adult) proceedings, preparing transfer documents and appearing before Circuit Judges regarding same.
12. Monitoring cases and filing motions to revoke probation for convicted juvenile respondents, including preparation of all attendant documentation, and resulting hearings.
13. Determining appropriate placements for juvenile delinquents, including meeting with Probation officers for background and monitoring information.
14. Juvenile trials, and all case preparation therefore, including jury selection, jury instructions, witness preparation, meetings with investigating officers, direct and cross examinations of all witnesses, opening statements and closing arguments.
15. Appearing before Circuit Judges for dispositional hearings for all juvenile cases.
16. Appearing before Circuit Judges for post-dispositional hearings for all juvenile delinquents.
17. Appearing in Juvenile Drug Court and assisting with administration of Teen Court.
18. As time allows, assist in prosecution of felony cases including preliminary hearings.

**Recommended Minimum Qualifications:**

**Education and Experience:** Must have a Juris Doctorate Degree and two (2) years of experience with criminal law system.

**Special Requirements:** Must be licensed as an attorney in the state of West Virginia.

**Knowledge, Abilities and Skill**

**Knowledge:** Knowledge of criminal laws, court proceedings, and prosecuting procedures.  
Knowledge of common policies, practices and procedures of the department and office operations.

**Abilities:** Prepare for and present prosecution cases on behalf of the county. Summarize important data and effectively report on same. Interpret laws effectively and appropriately. Perform multiple tasks and maintain confidential information.

Prosecutor's Office  
Abuse and Neglect and Juvenile Attorney  
09/03/13

**Jefferson County  
Job Description**

Skills: Trial attorney skills, written and oral communication skills, public speaking, outstanding interpersonal skills, and attention to detail required.

**Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

**Physical Demands:** Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as ledger books, photocopy and computer paper.

**Motor Skills:** Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a personal computer and/or most other office equipment, typing and/or word processing, filing, sorting of papers or operating a motor vehicle.

**Visual Demands:** Visual demands include constantly reading documents for general understanding and for analytical purposes.

**JEFFERSON COUNTY  
DEPARTMENTAL MEMORANDUM**

**TO:** Jefferson County Commission, County Administrator

**FROM:** Elizabeth Wheeler, Administrator

**DATE:** October 1, 2013

**SUBJECT:** Jefferson County Farmland Protection Board  
Quarterly (Q3 2013) Update Report

**1. PROJECTS UNDERTAKEN:**

- a. Strategic Plan: Strategic Plan text currently being formatted for limited printing and converted to electronic files for the JCFPB website. On-going monitoring of Strategic Plan Annual Workplan conducted monthly with Board.
- b. FY 13 Annual Report completed.
- c. Easement Applications: Received six (6) new inquiries from landowners July – October. One landowner is in application for 120 acres.
- d. Easement funding: NRCS FY13 matching funding approved for 77-acre property with 95% prime soils. Landowner is donating approximately 45% of the easement value. Objective is to close by December 31, 2013.

**2. PROJECTS PROPOSED/UNDERWAY:**

- a. Development of outreach to landowners in core and study areas of three Civil War Battlefields identified by the National Park Service / American Battlefield Protection Program: Shepherdstown, Summit Point, Smithfield Crossing (Middleway). Funding proposal to the ABPP is in formation for January deadline.
- b. Photographic portraits of three landowners in progress. Images will be used in website, and collateral materials. Pending the results of this initial group, more subjects may be added.

**4. ITEMS REQUIRING COMMISSION ATTENTION:**

- a. Approval of Conservation Easement Purchase TBA: Property QQ: 60.23 acres, \$120,500 match from JCFPB, \$120,500 match from NRCS
- b. Approval of Conservation Easement Purchase TBA: Property VV: 77 acres (approx.), \$145,320.00.
- c. Approval of TBA farmer-at-large Board member



## JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 16<sup>th</sup> Avenue  
Ranson, WV 25438  
E-mail – jeffcoamb@citlink.net  
Telephone – 304-728-3287  
Fax – 304-728-6221

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To: Jefferson County Commission  
Deborah Keyser, County Administrator

From: Douglas M. Pittinger, Director

A handwritten signature in black ink, appearing to read "DMP", is written over the name "Douglas M. Pittinger" in the "From:" field.

Date: October 01, 2013

Re: JCESA Quarterly Update Report

### 1. Projects Undertaken:

- a. Continue to standardize County wide Fire & EMS operational guidelines
- b. JCESA sponsored numerous training classes and participate in others:
  - 1) AMLS Providers Course held @ Station 11 In September
  - 2) AMLS Providers Instructors Course held @ Station 11 in September
  - 3) RESA EMT Instructors Conference in November
  - 4) Quarterly Squad Medical Director Training programs held
  - 5) Paramedic Refresher Program held @ Station 11
  - 6) Advanced Airway Management Course @ Station 11 in November
  - 7) AHA Basic Provider Courses for fire departments
  - 8) Patient Care Documentation Instructor Course @ Station 11 on December 05, 2013
- c. Continue to increase JCESA ems instructor base in numerous fields to become a State approved Training Center
- d. EMS Protocol Committee meeting monthly to review the inconsistencies in the existing and newly created state EMS protocols.
- e. Assisting County fire departments (ems providers) to become compliant with the new DEA drug policies
- f. Research DEA licensing for six volunteer fire companies
- g. Continue to increased JCESA emergency medical service instructor base in several fields and to train providers in the County to increase volunteer population
- h. Director & Deputy Director have modified their shifts to permit greater monitoring / supervision of all employees
- i. Competitively bid the CIP generator project for the Friendship Fire Company requisition

## 2. Projects Completed

- a. Impact Fee projects completed with the acquisition of two generators for Blue Ridge Mt Fire Department and performed final inspection (Main Station & Sub Station)
  - b. Devoted many hours to provide data, financial documents and draft budgets to County Commission for Ambulance Fee Ordinance
  - c. Prepared FEMA AFG Grant for County wide Fire & EMS replacement of LifePak 12 to LikePak 15 Defibrillator / Heart Monitors at a total request to exceed \$650,000.
  - d. Created new work schedule for all JCESA employees to better utilize existing staff and reduce overtime costs
  - e. Completed two FOIA request in the past six weeks for local attorneys
  - f. Modified JCESA employee schedules to delete built in overtime as a major cost saving in payroll
  - g. JCESA finalized a contract with a reverse vendor to return narcotics and utilize the DEA Form 41 as mandated by Federal law.

## 3. Projects Proposed / Underway:

- a. Develop and fund a training program for JCESA employees
- b. Create a MOU with County fire departments/companies
- c. Continue to work with Jefferson County Administrator on Loudoun County issues with Jefferson County receiving mutual aid responses and maintaining good working relationship
- d. Continue to monitor ambulance response time data and develop a formula for equitable personnel distribution`
- e. Directors continue to attend numerous meeting:
  - 1) County Leadership
  - 2) EMS Chiefs monthly meetings
  - 3) Fire Chiefs monthly meetings
  - 4) Fire & Rescue Association meetings quarterly
  - 5) County Commission meeting
  - 6) Stephanie Grove, Esq
  - 7) Jefferson Memorial Hospital ED Management
  - 8) US Custom & Border EMS Management
  - 9) VFIS Insurance / Jeffrey Molinda, Esq.
  - 10) Stephanie Grove, Esq.

- 11) Brian Peterson, Esq.
- 12) Highmark Insurance Blue Cross / Blue Shield
- 13) CAD software vendor demonstrations at EOC
- 14) Hollywood Casino George Ware, EMS Director
- 15) Eackles, Spencer & Norton Funeral Home
- 16) Robert Jones, III MD
- 17) Pete Dougherty, Sheriff

4. Projects Requiring Commission Attention:

- a. Assist the Commission with the Ambulance Fee Ordinance implementation set for July 01, 2014.
- b. Acquisition of laptop, tablet or notebook ( 65 units) hardware for all Jefferson County fire and ems equipment to be able to fully utilize the CAD system
- c. Relocating the JCESA morgue from Eackles, Spencer and Norton Funeral Home to a secured County site with twenty four hour access

Jefferson County Fire EMS Incidents By Month - FY 2014



| MONTH      | FFC Responses |           |       |      | Total Incidents | CFC Responses |           |       |      | Total Incidents | SFD Responses |           |        |      | Total Incidents | IFC Responses |           |        |      | Total Incidents |
|------------|---------------|-----------|-------|------|-----------------|---------------|-----------|-------|------|-----------------|---------------|-----------|--------|------|-----------------|---------------|-----------|--------|------|-----------------|
|            | Co 1 EMS      | Responses | %     | Fire |                 | Co 2 EMS      | Responses | %     | Fire |                 | Co 3 EMS      | Responses | %      | Fire |                 | Co 4 EMS      | Responses | %      | Fire |                 |
| JUL        | 51            | 49        | 96.1% | 25   | 76              | 85            | 84        | 98.8% | 34   | 119             | 68            | 67        | 98.5%  | 15   | 83              | 164           | 164       | 100.0% | 39   | 203             |
| AUG        | 42            | 40        | 95.2% | 12   | 54              | 60            | 56        | 93.3% | 27   | 87              | 58            | 57        | 98.3%  | 24   | 82              | 129           | 128       | 99.2%  | 26   | 155             |
| SEPT       | 46            | 45        | 97.8% | 14   | 60              | 73            | 70        | 95.9% | 40   | 113             | 80            | 80        | 100.0% | 31   | 111             | 143           | 141       | 98.6%  | 36   | 179             |
| OCT        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| NOV        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| DEC        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| JAN        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| FEB        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| MAR        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| APR        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| MAY        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| JUN        |               |           |       |      | 0               |               |           |       |      | 0               |               |           |        |      | 0               |               |           |        |      | 0               |
| Total      | 139           | 134       |       | 51   | 190             | 218           | 210       |       | 101  | 319             | 206           | 204       |        | 70   | 276             | 436           | 433       |        | 101  | 537             |
| % OF TOTAL | 11%           |           |       | 12%  | 11%             | 17%           |           |       | 23%  | 18%             | 16%           |           |        | 16%  | 16%             | 33%           |           |        | 23%  | 31%             |

| MONTH      | BRMVF Responses |           |        |      | Total Incidents | MFC Responses |           |        |      | Total Incidents | BFC       |      | AMB 11 | JCESA Staffing % of All EMS | Summary - EMS & Fire |           |     |           |                  |
|------------|-----------------|-----------|--------|------|-----------------|---------------|-----------|--------|------|-----------------|-----------|------|--------|-----------------------------|----------------------|-----------|-----|-----------|------------------|
|            | Co 5 EMS        | Responses | %      | Fire |                 | Co 6 EMS      | Responses | %      | Fire |                 | Co 7 Fire | EMS  |        |                             | Total EMS            | Responses | %   | Incidents | Total Dispatches |
| JUL        | 34              | 32        | 94.1%  | 20   | 54              | 26            | 25        | 96.2%  | 8    | 34              | 9         | 20   | 69%    | 448                         | 441                  | 98.4%     | 168 | 616       |                  |
| AUG        | 31              | 31        | 100.0% | 13   | 44              | 21            | 20        | 95.2%  | 5    | 26              | 5         | 23   | 60%    | 474                         | 464                  | 97.9%     | 112 | 586       |                  |
| SEPT       | 30              | 29        | 96.7%  | 15   | 45              | 21            | 21        | 100.0% | 10   | 31              | 10        | 28   | 65%    | 393                         | 386                  | 98.2%     | 156 | 549       |                  |
| OCT        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| NOV        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| DEC        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| JAN        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| FEB        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| MAR        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| APR        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| MAY        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| JUN        |                 |           |        |      | 0               |               |           |        |      | 0               |           |      |        |                             |                      |           |     |           | 0                |
| Total      | 95              | 92        |        | 48   | 143             | 68            | 66        |        | 23   | 91              | 24        | 71   |        | 1315                        | 1291                 | 98.2%     | 436 | 1751      |                  |
| % OF TOTAL | 7%              |           |        | 11%  | 8%              | 5%            |           |        | 5%   | 5%              | 6%        | 5.5% |        |                             |                      |           |     |           |                  |

Notes: All volume and response data is provided by the 911 Center

% of Total is broken into EMS and Fire dispatches

EMS Response Goal is >95%

Summary - Fire calls include rescue & is the actual # of Incidents

|         | EMS  | Fire | Total |
|---------|------|------|-------|
| Ave/Mth | 438  | 145  | 583   |
| Ave/Day | 14.6 | 4.8  | 19.4  |

**Quarterly Report**  
Jefferson County Historic Landmarks Commission  
July 1, 2013 through September 30, 2013  
October 8, 2013

**1. Projects Undertaken**

- a. Cement Mill Property transfer to NPS
- b. Peter Burr Farm
  - i. Bread Baking and Interpretive activities
- c. Snow Hill/Poor House Improvements – ongoing
- d. WV GeoExplorer project – sponsor and coordinate
- e. Site Reviews

**2. Projects Completed**

- a. Shepherdstown Cement Mill conservation easement, signed September 25
- b. Received donation of Lowe Tract, .6 acre, adjacent to Shepherdstown Cement Mill from Civil War Trust. – September 30<sup>th</sup>.
- c. Two one week PVAS summer day camps at Peter Burr Farm July 2013
- d. Hosted one Shepherd University summer intern, May –August 400 hours
- e. Received AHA \$500 grant for funding WV GeoExplorer project

**3. Projects Proposed**

- a. Designation of six additional JC Landmarks by fall 2013
- b. Development of historic preservation curriculum for fourth and eighth graders in conjunction with JC Schools
- c. Countywide survey of significant barns and farmsteads
- d. October festival at Peter Burr Farm, October 5, 2013
- e. JC Schools 4<sup>th</sup> Grade visit to Peter Burr Farm October 21-25, 2013
- f. Contract for Historic Resources Report – Snow Hill

**4. Items Requiring Jefferson County Commission Attention**

- a. None at this time

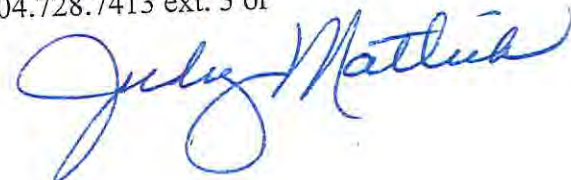
Submitted by  
Martin Burke  
Chairman, JCHLC

### **Jefferson County Extension Service Committee Meets**

The Jefferson County Extension Service Committee will meet on Wednesday, October 30, 2013 at the WVU Jefferson County Extension Office. The meeting will begin at 7:00 p.m.

Extension Agents Judy Matlick, Shay McNeil and Michael Harman will be discussing current programming as well as plans for the coming months. Everyone interested in the WVU Extension program in Jefferson County is encouraged to attend and actively participate in the meeting.

If you have any questions about the meeting, contact Judy Matlick, County Program Coordinator at 304.728.7413 ext. 3 or [Judy.Matlick@mail.wvu.edu](mailto:Judy.Matlick@mail.wvu.edu)



Programs and activities offered by the West Virginia University Extension Service are available to all persons without regard to race, color, sex, disability, religion, age, veteran status, political beliefs, sexual orientation, national origin, and marital or family status.

**Cindy Schott**

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**From:** Carolyn Zdziera [commav@hotmail.com]  
**Sent:** Tuesday, October 08, 2013 11:28 AM  
**To:** marybell001@frontiernet.net; mccunelawofc@verizon.net; mgoldman@wvvpfc.com; michael.c.dehaven@wv.gov; michael.dehaven@courtsww.gov; michael.j.clement@uscg.mil; millie2000\_25401@yahoo.com; mkemner@earthlink.net; mlorensen@hospiceotp.org; monica.holmes@courtsww.gov; mprissler@frontiernet.net; mratliff@wvregion7wib.org; mrider1531@live.com; mwhalton@ewvcf.org; nanstevens@wvhdf.com; ndalby@frontiernet.net; newsroom@nbc25.com; nfernand@aerotek.com; nhosby@jeffersoncountywv.org; Nicolas.H.Diehl@wv.gov; palomanathan@gmail.com; pastorwright4@frontier.com; patrick.dickman@courtsww.gov; patrickfutrell@courtsww.org; pd301@aol.com; pdugan@frontiernet.net; phoupt@wvacriminaldefense.com; phubbard@blueridgectc.edu; pkidwell@jeffersoncountywv.org; pmiller@berkeleywv.org; pmulford@uwayep.org; pneely@berkeleycountycomm.org; pneely@berkeleywv.org; pnoland@jeffersoncountywv.org; porterd@martin.lib.wv.us; psherw01@blueridgectc.edu; ramcquade@comcast.net; restephe@access.k12.wv.us; rjackson@shepherd.edu; rkees@telamon.org; rlorenzetti@jeffersoncountywv.org; rodeogirl17@comcast.net; rquinn@eastridgehs.org; rubyavey@comcast.net; saarnold@acbattorneys.com; sallypber@gmail.com; sanded@mail.wvnet.edu; sandy@jeffersoncountywv.org; sawkard@uwayep.org  
**Subject:** Save the Date



## Community Alternatives to Violence & Berkeley/Jefferson Day Report Center Annual Luncheon



**The Purple Iris**  
**Thursday, October 31st**  
**11:30AM - 1:00PM**

Get a breath of fresh air and enjoy some wonderful food while you listen to key members of the Judiciary and Law Enforcement in the Eastern Panhandle discuss the very important services provided by Community Alternatives to Violence and the Berkeley/Jefferson Day Report Center.



**Directions:**

Take Exit 12 off of Interstate 81.  
Go East on Apple Harvest Dr through 3 stoplights.  
Turn Right onto US Rt. 11.  
Go 1.2 miles, and the Purple Iris will be on your right.

**RSVP by October 21st**

**CAV- (304)-262-4424**

**OR**

**Berkeley/Jefferson Day Report Center**

**(304)-267-5000 ext. 3961**

**\$15 per person**

**Make checks payable to:**

**Community Alternatives to Violence**



# Participation and Membership Benefits Report



This report provides a detailed summary of services and dollars your county has received as a direct benefit from being a member of NACo.

## Jefferson County, WV

124 E Washington St  
County Courthouse  
Charles Town, WV 25414-1072  
**Phone:** (304)728-3284  
**Website:** <http://www.jeffersoncountywv.org>

## NACo Member County

**Dues: \$965**

### NACo Program Participation



**NACo Prescription Discount Card Program**

#### Total Saved by Residents

\$ 100,119.89



**U.S. Communities Participant - Annual Savings**

| 2010 | 2011 | 2012     | 2013<br>(Qtr 1&2) |
|------|------|----------|-------------------|
| \$0  | \$99 | \$25,065 | \$0               |



**Deferred Compensation Program Participant**

### Federal Funds Lobbied for by NACo

At the federal level, NACo works to increase, maintain, or create funding for programs that benefit county governments and their residents. It is important to note that these programs listed here represent the types of programs on which NACo lobbies. This is not the complete list of all the federal funds counties receive, but a sample of specific federal programs through which counties receive funding as a result of NACo's lobbying efforts.

| Year | PILT    | SCAAP | CDBG | HOME | SRS | USDA         |
|------|---------|-------|------|------|-----|--------------|
| 2013 | \$6,211 | *     | \$0  | \$0  | **  | ***          |
| 2012 | \$6,364 | \$0   | \$0  | \$0  | TBD | \$24,839,854 |
| 2011 | \$7,309 | \$0   | \$0  | \$0  | \$0 | \$19,072,326 |

\* Funding allocations for the 2013 SCAAP program will be announced in mid-October.

\*\* Congress has not yet provided funding for FY 2013. Reauthorization of SRS payments to counties is a top legislative priority for NACo.

\*\*\* Funding allocations for the 2013 USDA rural development program will be released in early November.

| Economic Recovery Funds | Year | CDBG | EECBG     | NSP1 | Byrne JAG |
|-------------------------|------|------|-----------|------|-----------|
|                         | 2009 | \$0  | \$207,900 | \$0  | \$65,327  |

### NACo Educational & Professional Development

| Conference / Event                            | Attendees |
|-----------------------------------------------|-----------|
| 2012 NACo Legislative Conference              | 2         |
| 2012 Annual Conference and Exposition         | 1         |
| 2011 County Leadership Institute              | 1         |
| <b>Conference Registration Savings: \$675</b> |           |

### NACo Involvement on Boards and Committees

| Committee                    | Position | Member      |
|------------------------------|----------|-------------|
| Next Generation NACo Network | Member   | Laura Storm |

### Publications and Subscriptions

| Subscription                                   | Subscription Savings for County |
|------------------------------------------------|---------------------------------|
| 9 County News Subscriptions                    | 9 @ \$20 ea = \$180             |
| 14 Washington Watch and Electronic County News |                                 |

JEFFERSON COUNTY, WEST VIRGINIA  
Engineering Department  
Office of Impact Fees  
116 East Washington Street, P.O. Box 716  
Charles Town, WV 25414

**COPY**

Michelle Mason  
Impact Fee Program Specialist

Phone: (304) 728-3331  
Fax: (304) 728-3953  
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Debbie Keyser, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason *QMM*  
DATE: Tuesday, 1 October 2013  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Schools Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Schools Impact Fee Account (Bank of Charles Town account 3107582)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of September 2013.

This transfer consists of two components:

- Impact Fee Process Numbers **1300182** through **1300193**, inclusive. Within this range there were 11 non-exempt impact fee payments. This amounts to **\$111,732.00**.
- Interest earned by the Office of Impact Fees General Account in September 2013 amounts to **\$51.29**, of which **\$45.14** is attributed to fees collected for Schools.

**As per the attached invoice, the total amount of this transfer is \$111,777.14.**

**Check # 916**

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Invoice**

Number: 13037

Date: 10/1/2013

**Bill To:**

Office of Impact Fees  
116 E. Washington Street  
Charles Town, WV 25414

**Pay To:**

Jefferson County Sheriff  
102 Industrial Blvd.  
Kearneysville, WV 25430

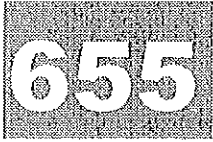
**P.O. Number**

**Vendor Number**

| <b>Description</b>                                                                                                                                                                                          | <b>Amount</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Impact Fee payments collected for month of September 2013 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County School Impact Fees Bank Account (3107582). | \$111,732.00  |
| Interest earned by the Office of Impact Fees General Account September 2013.                                                                                                                                | \$45.14       |
| Impact Fee Process Numbers 1300182 through 1300193, inclusive. Within this range, there were 11 non-exempt impact fee payments.                                                                             |               |
| <b>Total: \$111,777.14</b>                                                                                                                                                                                  |               |

**Notes/Comments** Transfer of funds into School Impact Fee Account (3107582).

**Check Number:** 916



**Account Withdraws**  
Office of Impact Fees - Jefferson County Government

Account 3111776

Schools

Check Number 916

Trace 20131001:49299.19

Date 10/1/2013

Series 1

Recipient Jefferson County Sheriff

Account 3107582

Amount \$111,732.00

Signature 1 Dale Manuel

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for School Impact Fees Collected in September 2013.

| Deposit Date | Process Number | Ordinance | Enact Date | Amount      |
|--------------|----------------|-----------|------------|-------------|
| 9/6/2013     | 1300182        | 2003-3    | 11/24/2005 | \$8,560.00  |
| 9/6/2013     | 1300183        | 2003-3    | 11/24/2005 | \$8,560.00  |
| 9/9/2013     | 1300184        | 2003-3    | 11/24/2005 | \$3,748.00  |
| 9/12/2013    | 1300185        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 9/25/2013    | 1300187        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 9/27/2013    | 1300188        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 9/27/2013    | 1300189        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 9/27/2013    | 1300190        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 9/27/2013    | 1300191        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 9/27/2013    | 1300192        | 2003-3    | 11/24/2005 | \$11,358.00 |
| 9/30/2013    | 1300193        | 2003-3    | 11/24/2005 | \$11,358.00 |

**Total amount for this withdraw \$111,732.00**

**Total amount for this account \$111,732.00**

**Total amount all accounts \$111,732.00**

JEFFERSON COUNTY, WEST VIRGINIA  
Engineering Department  
Office of Impact Fees  
116 East Washington Street, P.O. Box 716  
Charles Town, WV 25414

**COPY**

Michelle Mason  
Impact Fee Program Specialist

Phone: (304) 728-3331  
Fax: (304) 728-3953  
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Debbie Keyser, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason *DMM*  
DATE: Tuesday, 1 October 2013  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Law Enforcement Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Law Enforcement Impact Fee Account (Bank of Charles Town account 3120120)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of September 2013.

This transfer consists of two components:

- Impact Fee Process Numbers **1300182** through **1300193**, inclusive. Within this range there were 7 non-exempt impact fee payments. This amounts to **\$1,535.00**.
- Interest earned by the Office of Impact Fees General Account in September 2013 amounts to **\$51.29**, of which **\$0.51** is attributed to fees collected for Law Enforcement.

**As per the attached invoice, the total amount of this transfer is \$1,535.51.**

**Check # 917**

**Jefferson County Commission**

P.O. Box 250  
Charles Town, WV 25414

**Invoice**

**Number:** 13038  
**Date:** 10/1/2013

**Bill To:**

Office of Impact Fees  
116 E. Washington Street  
Charles Town, WV 25414

**Pay To:**

Jefferson County Sheriff  
102 Industrial Blvd.  
Kearneysville, WV 25430

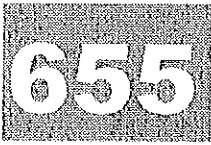
**P.O. Number**

**Vendor Number**

| <b>Description</b>                                                                                                                                                                                                   | <b>Amount</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Impact Fee payments collected for month of September 2013 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Law Enforcement Impact Fees Bank Account (3120120). | \$1,535.00    |
| Interest earned by the Office of Impact Fees General Account September 2013.                                                                                                                                         | \$0.51        |
| Impact Fee Process Numbers 1300182 through 1300193, inclusive. Within this range, there were 7 non-exempt impact fee payments.                                                                                       |               |
| <b>Total: \$1,535.51</b>                                                                                                                                                                                             |               |

**Notes/Comments** Transfer of funds into Law Enforcement Impact Fee Account (3120120).

**Check Number:** 917



**Account Withdraws**  
Office of Impact Fees - Jefferson County Government

Account 3111776

Law Enforcement

Check Number 917

Trace 20131001:49386.66

Date 10/1/2013 Series 2

Recipient Jefferson County Sheriff

Account 3120120

Amount \$1,535.00

Signature 1 Dale Manuel

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

**Notes:** Transfer of Impact Fees From General Account for Law Enforcement Impact Fees Collected in September 2013.

| Deposit Date                          | Process Number | Ordinance | Enact Date | Amount            |
|---------------------------------------|----------------|-----------|------------|-------------------|
| 9/6/2013                              | 1300182        | 2005-1    | 3/22/2005  | \$200.00          |
| 9/6/2013                              | 1300183        | 2005-1    | 3/22/2005  | \$200.00          |
| 9/9/2013                              | 1300184        | 2005-1    | 3/22/2005  | \$87.00           |
| 9/12/2013                             | 1300185        | 2005-1    | 3/22/2005  | \$262.00          |
| 9/25/2013                             | 1300187        | 2005-1    | 3/22/2005  | \$262.00          |
| 9/27/2013                             | 1300188        | 2005-1    | 3/22/2005  | \$262.00          |
| 9/27/2013                             | 1300189        | 2005-1    | 3/22/2005  | \$0.00            |
| 9/27/2013                             | 1300190        | 2005-1    | 3/22/2005  | \$0.00            |
| 9/27/2013                             | 1300191        | 2005-1    | 3/22/2005  | \$0.00            |
| 9/27/2013                             | 1300192        | 2005-1    | 3/22/2005  | \$0.00            |
| 9/30/2013                             | 1300193        | 2005-1    | 3/22/2005  | \$262.00          |
| <b>Total amount for this withdraw</b> |                |           |            | <b>\$1,535.00</b> |
| <b>Total amount for this account</b>  |                |           |            | <b>\$1,535.00</b> |
| <b>Total amount all accounts</b>      |                |           |            | <b>\$1,535.00</b> |

JEFFERSON COUNTY, WEST VIRGINIA  
Engineering Department  
Office of Impact Fees  
116 East Washington Street, P.O. Box 716  
Charles Town, WV 25414

**COPY**

Michelle Mason  
Impact Fee Program Specialist

Phone: (304) 728-3331  
Fax: (304) 728-3953  
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Debbie Keyser, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason *DM*  
DATE: Tuesday, 1 October 2013  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Parks & Recreation Impact Fee Account.**

Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Parks & Recreation Impact Fee Account (Bank of Charles Town account 3122808)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of September 2013.

This transfer consists of two components:

- Impact Fee Process Numbers **1300182** through **1300193**, inclusive. Within this range there were 11 non-exempt impact fee payments. This amounts to **\$7,414.00**.
- Interest earned by the Office of Impact Fees General Account in September 2013 amounts to **\$51.29**, of which **\$3.08** is attributed to fees collected for Parks & Recreation.

**As per the attached invoice, the total amount of this transfer is \$7,417.08.**

**Check # 918**

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

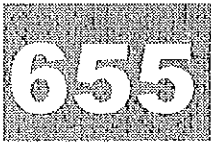
Number: 13039

Date: 10/1/2013

**Bill To:**Office of Impact Fees  
116 E. Washington Street  
Charles Town, WV 25414**Pay To:**Jefferson County Sheriff  
102 Industrial Blvd.  
Kearneysville, WV 25430**P.O. Number****Vendor Number**

| <b>Description</b>                                                                                                                                                                                                      | <b>Amount</b>            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Impact Fee payments collected for month of September 2013 into the Office of Impact Fees General Account (3111776) to be paid to the Sheriff of Jefferson County Parks & Recreation Impact Fees Bank Account (3122808). | \$7,414.00               |
| Interest earned by the Office of Impact Fees General Account September 2013.                                                                                                                                            | \$3.08                   |
| Impact Fee Process Numbers 1300182 through 1300193, inclusive. Within this range, there were 11 non-exempt impact fee payments.                                                                                         |                          |
|                                                                                                                                                                                                                         | <b>Total: \$7,417.08</b> |

**Notes/Comments** Transfer of funds into Parks & Recreation Impact Fee Account (3122808).**Check Number:** 918



**Account Withdraws**  
Office of Impact Fees - Jefferson County Government

Account 3111776

Parks & Rec

Check Number 918

Trace 20131001:49431.11

Date 10/1/2013 Series 3

Recipient Jefferson County Sheriff

Account 3122808

Amount \$7,414.00

Signature 1 Dale Manuel

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for Parks and Rec Impact Fees Collected in September 2013.

| Deposit Date                          | Process Number | Ordinance | Enact Date | Amount     |
|---------------------------------------|----------------|-----------|------------|------------|
| 9/6/2013                              | 1300182        | 2005-2    | 5/12/2005  | \$575.00   |
| 9/6/2013                              | 1300183        | 2005-2    | 5/12/2005  | \$575.00   |
| 9/9/2013                              | 1300184        | 2005-2    | 5/12/2005  | \$248.00   |
| 9/12/2013                             | 1300185        | 2005-2    | 5/12/2005  | \$752.00   |
| 9/25/2013                             | 1300187        | 2005-2    | 5/12/2005  | \$752.00   |
| 9/27/2013                             | 1300188        | 2005-2    | 5/12/2005  | \$752.00   |
| 9/27/2013                             | 1300189        | 2005-2    | 5/12/2005  | \$752.00   |
| 9/27/2013                             | 1300190        | 2005-2    | 5/12/2005  | \$752.00   |
| 9/27/2013                             | 1300191        | 2005-2    | 5/12/2005  | \$752.00   |
| 9/27/2013                             | 1300192        | 2005-2    | 5/12/2005  | \$752.00   |
| 9/30/2013                             | 1300193        | 2005-2    | 5/12/2005  | \$752.00   |
| <b>Total amount for this withdraw</b> |                |           |            | \$7,414.00 |
| <b>Total amount for this account</b>  |                |           |            | \$7,414.00 |
| <b>Total amount all accounts</b>      |                |           |            | \$7,414.00 |

JEFFERSON COUNTY, WEST VIRGINIA  
Engineering Department  
Office of Impact Fees  
116 East Washington Street, P.O. Box 716  
Charles Town, WV 25414

COPY

Michelle Mason  
Impact Fee Program Specialist

Phone: (304) 728-3331  
Fax: (304) 728-3953  
mmason@jeffersoncountywv.org

MEMORANDUM

TO: Debbie Keyser, Vivian Fields, and Teresa Hendricks  
FROM: Michelle Mason *MM*  
DATE: Tuesday, 1 October 2013  
SUBJECT: **Transfer of Funds from Office of Impact Fees General Account to Sheriff's Fire & EMS Impact Fee Account.**

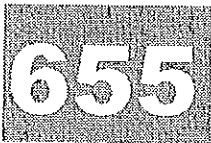
Attached please find Office of Impact Fees Form 655 which documents the transfer of impact fee funds from the Office of Impact Fees General Account (Bank of Charles Town account 3111776) to the **Sheriff of Jefferson County Fire & EMS Impact Fee Account (Bank of Charles Town account 3122816)** and an invoice to serve as the bill head for the transfer. This transfer is for Impact Fees collected by the Office of Impact Fees for the month of September 2013.

This transfer consists of two components:

- Impact Fee Process Numbers **1300182** through **1300193**, inclusive. Within this range there were 11 non-exempt impact fee payments. This amounts to **\$6,880.00**.
- Interest earned by the Office of Impact Fees General Account in September 2013 amounts to **\$51.29**, of which **\$2.56** is attributed to fees collected for Fire & EMS.

**As per the attached invoice, the total amount of this transfer is \$6,882.56.**

**Check # 919**



**Account Withdraws**  
Office of Impact Fees - Jefferson County Government

Account 3111776

Fire & EMS

Check Number 919

Trace 20131001:49467.86

Date 10/1/2013 Series 4

Recipient Jefferson County Sheriff

Amount \$6,880.00

Account 3122816

Signature 1 Dale Manuel

Signature 2 Sheriff Peter Dougherty

Signature 3 Jennifer Maghan

Notes: Transfer of Impact Fees From General Account for Fire and EMS Impact Fees Collected in September 2013.

| Deposit Date                          | Process Number | Ordinance | Enact Date | Amount            |
|---------------------------------------|----------------|-----------|------------|-------------------|
| 9/6/2013                              | 1300182        | 2005-3    | 5/12/2005  | \$533.00          |
| 9/6/2013                              | 1300183        | 2005-3    | 5/12/2005  | \$533.00          |
| 9/9/2013                              | 1300184        | 2005-3    | 5/12/2005  | \$230.00          |
| 9/12/2013                             | 1300185        | 2005-3    | 5/12/2005  | \$698.00          |
| 9/25/2013                             | 1300187        | 2005-3    | 5/12/2005  | \$698.00          |
| 9/27/2013                             | 1300188        | 2005-3    | 5/12/2005  | \$698.00          |
| 9/27/2013                             | 1300189        | 2005-3    | 5/12/2005  | \$698.00          |
| 9/27/2013                             | 1300190        | 2005-3    | 5/12/2005  | \$698.00          |
| 9/27/2013                             | 1300191        | 2005-3    | 5/12/2005  | \$698.00          |
| 9/27/2013                             | 1300192        | 2005-3    | 5/12/2005  | \$698.00          |
| 9/30/2013                             | 1300193        | 2005-3    | 5/12/2005  | \$698.00          |
| <b>Total amount for this withdraw</b> |                |           |            | <b>\$6,880.00</b> |
| <b>Total amount for this account</b>  |                |           |            | <b>\$6,880.00</b> |
| <b>Total amount all accounts</b>      |                |           |            | <b>\$6,880.00</b> |

# Impact Fee Status Report

## September 2013

### Office of Impact Fees

#### Summary

Date Range: Sunday 1 through Sunday 30 September 2013

Report Date: 1 October 2013

Process Number Range: 1300182 - 1300193

Total Applications: 12

Total Non-Exempt: 11

*Of which:*

Commercial: 0

Residential: 11

*Of which:*

County: 7

Municipal: 4

Total Exempt: 1

*Of which:*

Commercial: 0

Residential: 1

*Of which:*

County: 1

Municipal: 0

Tables 1 through 7 summarize impact fee processing for September 2013. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

**Table 1. Form 100 Tallies**

|                        | Exempt | Commercial | Residential  | Total        |
|------------------------|--------|------------|--------------|--------------|
| 1 – 30 September 2013  | 1      | 0          | 11           | 12           |
| Fees collected         |        | \$0.00     | \$127,561.00 | \$127,561.00 |
| <i>Of which</i>        |        |            |              |              |
| School Impact Fee      |        |            | \$111,732.00 | \$111,732.00 |
| Law Enforcement Fee    |        | \$0.00     | \$1,535.00   | \$1,535.00   |
| Parks & Recreation Fee |        |            | \$7,414.00   | \$7,414.00   |
| Fire & EMS Fee         |        | \$0.00     | \$6,880.00   | \$6,880.00   |

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

| Description                                                          | Amount              |
|----------------------------------------------------------------------|---------------------|
| Opening Statement Balance (1 September 2013)                         | \$219,108.10        |
| September Deposits (1 – 30 September 2013)                           | \$127,561.00        |
| School August Transactions (withdraws via transfer on 20 Sept. 2013) | (192,229.89)        |
| Law August Transactions (withdraws via transfer on 20 Sept. 2013)    | (\$2,338.60)        |
| Parks & Rec August Trans. (withdraws via transfer on 20 Sept. 2013)  | (12,726.61)         |
| Fire & EMS August Trans. (withdraws via transfer on 20 Sept. 2013)   | (11,813.00)         |
| Interest Earned (30 September 2013)                                  | \$51.29             |
| <b>Ending Statement Balance (30 September 2013)</b>                  | <b>\$127,612.29</b> |
| <i>Outstanding Credits (deposits through 1 October 2013)</i>         | <i>\$0.00</i>       |

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

| Description                                                      | Amount              |
|------------------------------------------------------------------|---------------------|
| Opening Balance (1 September 2013)                               | \$527,781.52        |
| August Transactions (deposits via transfer on 20 September 2013) | \$192,229.89        |
| Interest Earned (30 September 2013)                              | \$172.10            |
| <b>Ending Balance (30 September 2013)</b>                        | <b>\$720,183.51</b> |

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

| Description                                                      | Amount             |
|------------------------------------------------------------------|--------------------|
| Opening Balance (1 September 2013)                               | \$33,266.96        |
| August Transactions (deposits via transfer on 20 September 2013) | \$2,338.60         |
| Interest Earned (30 September 2013)                              | \$9.81             |
| <b>Ending Balance (30 September 2013)</b>                        | <b>\$35,615.37</b> |

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

| Description                                                      | Amount              |
|------------------------------------------------------------------|---------------------|
| Opening Balance (1 September 2013)                               | \$418,680.01        |
| August Transactions (deposits via transfer on 20 September 2013) | \$12,726.61         |
| Requisition 13R0089 (CHK 110)                                    | (\$1,315.00)        |
| Interest Earned (30 September 2013)                              | \$121.54            |
| <b>Ending Balance (30 September 2013)</b>                        | <b>\$430,213.16</b> |

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

| Description                                                      | Amount              |
|------------------------------------------------------------------|---------------------|
| Opening Balance (1 September 2013)                               | \$217,645.63        |
| August Transactions (deposits via transfer on 20 September 2013) | \$11,813.00         |
| Requisitions 13R0092 through 13R0094 (CHK 124)                   | (\$46,270.00)       |
| Interest Earned (30 September 2013)                              | \$63.41             |
| <b>Ending Balance (30 September 2013)</b>                        | <b>\$183,252.04</b> |

**Table 7. Total Impact Fees as of 1 October 2013 /1**

| Description                           | Amount                |
|---------------------------------------|-----------------------|
| Office of Impact Fees General Account | \$127,612.29          |
| School Impact Fee Account             | \$720,183.51          |
| Law Enforcement Fee Account           | \$35,615.37           |
| Parks & Recreation Impact Fee Account | \$430,213.16          |
| Fire & EMS Impact Fee Account         | \$183,252.04          |
| <b>Total Impact Fees</b>              | <b>\$1,496,876.37</b> |

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

**Table 8. Pending September 2013 Fee Transfers /1**

| Account                               | 30 Sept. 2013<br>Account Totals | Pending Impact<br>Fee Transfers | Account Totals        |
|---------------------------------------|---------------------------------|---------------------------------|-----------------------|
| School Impact Fee Account             | \$720,183.51                    | \$111,777.14                    | \$831,960.65          |
| Law Enforcement Fee Account           | \$35,615.37                     | \$1,535.51                      | \$37,150.88           |
| Parks & Recreation Impact Fee Account | \$430,213.16                    | \$7,417.08                      | \$437,630.24          |
| Fire & EMS Impact Fee Account         | \$183,252.04                    | \$6,882.56                      | \$190,134.60          |
| <b>Total Impact Fees</b>              | <b>\$1,369,264.08</b>           | <b>\$127,612.29</b>             | <b>\$1,496,876.37</b> |

/1 This table represents each of the impact fee category account totals as of 30 September 2013 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in September 2013 are listed in table 1 of the General Account (3111776); these transactions will be processed in October 2013. Any outstanding credits, as listed in table 2, will be added to the next month's Impact Fee transfer amounts.



## Form 100 Transaction Summary

Jefferson County Government – Office of Impact Fees

*Impact Fee Applications Processed between dates Sunday 1 through Monday 30 September 2013*

| Process Number                 | Date       | Last Name  | First Name       | Tax District     | Deed Book | Deed Page | Tax Map | Parcel | Impact Fees Collected | Date       | Exemption Reason    |
|--------------------------------|------------|------------|------------------|------------------|-----------|-----------|---------|--------|-----------------------|------------|---------------------|
| <b>Exempt Applications</b>     |            |            |                  |                  |           |           |         |        |                       |            |                     |
| 1300186                        | 09/23/2013 | Anders     | Randolph         | 06 Kabletown     | 174       | 177       | 10A     | 20     | \$0.00                | 09/23/2013 | Form 200            |
| <b>Category Count: 1</b>       |            |            |                  |                  |           |           |         |        | <b>Category Total</b> |            | <b>\$0.00</b>       |
| <b>Non-Exempt Applications</b> |            |            |                  |                  |           |           |         |        |                       |            |                     |
| 1300182                        | 09/05/2013 | Pete Kubic | Kubic            | 09 Shepherdstown | 1128      | 667       | 8F      | 11     | \$9,868.00            | 09/05/2013 | N/A                 |
| 1300183                        | 09/05/2013 | Pete Kubic | Kubic            | 09 Shepherdstown | 1128      | 667       | 8F      | 12     | \$9,868.00            | 09/05/2013 | N/A                 |
| 1300184                        | 09/06/2013 | Myers      | Curtis           | 02 Charles Town  | 1068      | 119       | 8       | 32.13  | \$4,313.00            | 09/06/2013 | Form 260            |
| 1300185                        | 09/12/2013 | Fosset-Fox | Leslie           | 02 Charles Town  | 1051      | 402       | 21      | 18     | \$13,070.00           | 09/12/2013 | N/A                 |
| 1300187                        | 09/24/2013 | Rayburn    | Jonathon         | 04 Harpers Ferry | 1122      | 618       | 1       | 13.14  | \$13,070.00           | 09/24/2013 | N/A                 |
| 1300188                        | 09/26/2013 | Thorn      | John and Heather | 09 Shepherdstown | 1129      | 507       | 14B     | 47     | \$13,070.00           | 09/26/2013 | N/A                 |
| 1300189                        | 09/26/2013 | Dan Ryan   |                  | 08 Ranson Corp   | .         | .         | 9A      | 13     | \$12,808.00           | 09/26/2013 | N/A                 |
| 1300190                        | 09/26/2013 | Dan Ryan   |                  | 08 Ranson Corp   | .         | .         | 9A      | 21     | \$12,808.00           | 09/26/2013 | N/A                 |
| 1300191                        | 09/26/2013 | Dan Ryan   |                  | 03 Charles Town  | .         | .         | 11D     | 89     | \$12,808.00           | 09/26/2013 | N/A                 |
| 1300192                        | 09/26/2013 | Dan Ryan   |                  | 03 Charles Town  | .         | .         | 11D     | 90     | \$12,808.00           | 09/26/2013 | N/A                 |
| 1300193                        | 09/27/2013 | Barwick    | Debbie and       | 06 Kabletown     | 1125      | 585       | 26      | 119    | \$13,070.00           | 09/27/2013 | N/A                 |
| <b>Category Count: 11</b>      |            |            |                  |                  |           |           |         |        | <b>Category Total</b> |            | <b>\$127,561.00</b> |
| <b>TOTAL APPLICATIONS: 12</b>  |            |            |                  |                  |           |           |         |        | <b>Grand Total</b>    |            | <b>\$127,561.00</b> |



OCT 08 2013

Jefferson County Commission

**MEMORANDUM**

**TO:** Mayors and County Commissioners, State Agencies,  
Regional Planning and Development Councils, and Interested Parties

**FROM:** Kelly Workman, Manager, Project Development, West Virginia Development Office

**DATE:** October 3, 2013

**RE:** **STATE OF WEST VIRGINIA 2015-2019 FIVE-YEAR CONSOLIDATED PLAN**  
**1. Notification of Public Hearings**  
**2. Invitation to Comment on Needs Assessment**

You are invited to attend a public hearing concerning the State of West Virginia's needs assessment for a proposed Five-Year Consolidated Plan for the use of funding provided to the State by the U.S. Department of Housing and Urban Development. A copy of the Notice of Public Hearings is attached for review and display. This Plan will guide the expenditure of approximately \$18.9 million in annual funding for housing and community development for fiscal years 2015 through 2019. Future funding allocations are subject to change. The plan is specific to the following programs: Community Development Block Grant (CDBG-Small Cities), Home Investment Partnership Program (HOME), Emergency Shelter Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA), in non-entitlement areas.

A copy of the proposed plan's Executive Summary is attached for your review. This Executive Summary is based upon fiscal year 2013 funding. Future funding amounts are subject to change. The State's most recent 2009-2014 Five-Year Consolidated Plan and Executive Summary are available for review on the West Virginia Development Office website [www.wvdo.org/downloads](http://www.wvdo.org/downloads), and at the offices of the State's 11 Regional Planning and Development Councils.

To be considered in the proposed plan needs assessment, written comments must be received in the West Virginia Development Office at the address below, or submitted via email to [kelly.a.workman@wv.gov](mailto:kelly.a.workman@wv.gov) by the close of business on Friday, November 8, 2013. For additional information, please contact:

Ms. Kelly Workman, Manager, Project Development, West Virginia Development Office; or  
Mr. Luke Peters, Community Development Specialist, West Virginia Development Office  
Building 6, Room 553, 1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305  
Phone: 304-558-2234 Fax: 304-558-3248  
Email: [kelly.a.workman@wv.gov](mailto:kelly.a.workman@wv.gov); or [luke.n.peters@wv.gov](mailto:luke.n.peters@wv.gov)

These meetings are an opportunity to gain highly valued input from the public as part of the State's needs assessment. Please feel free to share this notice with other interested parties and encourage them to attend. Our team looks forward to seeing you at the public hearings.

KW:lp

Attachments

# NOTICE OF PUBLIC HEARINGS

## 2015-2019 FIVE-YEAR CONSOLIDATED PLAN

The West Virginia Development Office, West Virginia Housing Development Fund, and West Virginia Office of Economic Opportunity are conducting public hearings concerning the State of West Virginia's needs assessment for a proposed Five-Year Consolidated Plan for the use(s) of funding provided to the State by the U.S. Department of Housing and Urban Development. This Plan will guide the expenditure of approximately \$18.9 million in annual funding for housing and community development for fiscal years 2015-2019. Future funding allocations are subject to change. The plan is specific to the following programs: Community Development Block Grant (CDBG-Small Cities), Home Investment Partnership Program (HOME), Emergency Shelter Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA), in non-entitlement areas. This information will be incorporated into the Five-Year Plan in early 2014. The State's most recent 2009-2014 Five-Year Consolidated Plan is available on the West Virginia Development Office website at [www.wvdo.org/downloads](http://www.wvdo.org/downloads), and at the offices of the State's 11 Regional Planning and Development Councils.

To be considered in the proposed plan needs assessment, written comments must be received in the West Virginia Development Office at the address below, or submitted via email to [kelly.a.workman@wv.gov](mailto:kelly.a.workman@wv.gov) by the close of business on Friday, November 8, 2013.

### AGENCY CONTACTS

|                                                                                                                                                                                                                              |                                                                                                                                                                                               |                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Kelly Workman<br>CDBG-Small Cities<br>WV Development Office<br>1900 Kanawha Blvd., East<br>Building 6, Room 553<br>Charleston, WV 25305<br>Phone: 304-558-2234<br><a href="http://www.wvcommerce.org">www.wvcommerce.org</a> | Robert F. Cary<br>HOME Program<br>WV Housing Development Fund<br>814 Virginia Street, East<br>Charleston, WV 25301<br>Phone: 304-345-6475<br><a href="http://www.wvhdf.com">www.wvhdf.com</a> | Julie B. Haden<br>ESG-HOPWA<br>WV Office of Economic Opportunity<br>700 Washington Street, East<br>Charleston, WV 25301<br>Phone: 304-558-8860<br><a href="http://www.oeo.wv.gov">www.oeo.wv.gov</a> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### MEETING DATES AND LOCATIONS

|                                                                                                                                                                           |                                                                                                                                          |                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| October 21, 2013 (3:00 pm)<br>South Charleston Public Library<br>Dow Auditorium A&B<br>312 4 <sup>th</sup> Avenue<br>South Charleston, West Virginia                      | October 23, 2013 (3:00 pm)<br>Mary H. Weir Public Library<br>Activity Room<br>3442 Main Street<br>Weirton, West Virginia                 | October 29, 2013 (3:00 pm)<br>Fairmont City/County Complex<br>J. Harper Meredith Building<br>Al Babcock Room 104<br>200 Jackson Street<br>Fairmont, West Virginia |
| November 4, 2013 (3:00 pm)<br>University of Charleston at Beckley<br>Carter Hall (formerly Beckley Junior High/MSU)<br>320 South Kanawha Street<br>Beckley, West Virginia | November 6, 2013 (3:00 pm)<br>Randolph County Wees Annex<br>WVU Extension Conference Room<br>32 Randolph Avenue<br>Elkins, West Virginia |                                                                                                                                                                   |

All meeting sites are accessible to individuals with disabilities. Other special accommodations will be available with advanced notice. Please contact the WV Development Office for directions to any of the locations.



# State of West Virginia

## Fiscal Year 2015-2019 Consolidated Plan Executive Summary

This executive summary is prepared in compliance with 24 CFR 570.91.320(b) to outline the State of West Virginia's method of distributing funds provided by the U.S. Department of Housing and Urban Development. Funds are granted to local governments and organizations to carry out activities (or the activities to be undertaken by the State) under formula allocations and other assistance received during the program year, including program income. Funds are expected to be made available to address the housing and community development needs described in the strategies, priority needs, and objectives section of the five-year consolidated plan.

As required by 24 CFR 570.91.320(b), the State of West Virginia will submit a Fiscal Year 2015-2019 Consolidated Action Plan and Fiscal Year 2014 Action Plan on or before May 15, 2014. The data provided below is based upon program allocations for Fiscal Year 2013. Future allocations are subject to change. Fiscal Year 2014 allocations will be determined in calendar year 2014.

### FISCAL YEAR 2013 PROGRAMS AND AVAILABLE FUNDS

| FORMULA ALLOCATIONS                         |                     |
|---------------------------------------------|---------------------|
| SMALL CITIES BLOCK GRANT                    | \$13,429,610        |
| HOME INVESTMENT PARTNERSHIP PROGRAM         | 3,961,656           |
| EMERGENCY SOLUTIONS GRANT                   | 1,279,122           |
| HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS | 321,686             |
| <b>TOTAL FORMULA ALLOCATION</b>             | <b>\$18,992,074</b> |

**COMMUNITY DEVELOPMENT BLOCK GRANT-SMALL CITIES PROGRAM (SCBG):** The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. Consistent with this primary objective, not less than 70 percent of the aggregate of the federal Title I assistance distributed under this program design statement shall be used for the support of activities that benefit persons of low and moderate income in the non-entitlement areas of West Virginia. In order to facilitate planned improvements to the quality of life and to strengthen and expand the economic base for all West Virginia citizens and communities consistent with the Consolidated Action Plan, the following SCBG Community Development objectives are stated: (1) Support job creation or retention efforts; (2) Support local government efforts to provide affordable infrastructure systems to strengthen the foundations for economic growth and alleviate conditions that affect environmental quality, public health, or welfare; and (3) Support local community development efforts to assist low- to moderate-income citizens to achieve an improved quality of life by supporting locally developed strategies to protect, maintain, and expand access to facilities and services; and to revitalize deteriorating downtown and residential neighborhood areas. Consistent with these State objectives, SCBG funds may be granted to eligible units of local government to fulfill one of the three national objectives: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; (3) Activities that meet urgent community development needs when existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

**HOME INVESTMENT PARTNERSHIP PROGRAM:** The primary objective of the HOME Investment Partnership Program, HOME Program, as established under Title II of the National Affordable Housing Act of 1990 (NAHA), as amended, and implemented at 24 CFR Part 92, is to expand the supply of decent, safe, sanitary and affordable housing, primarily rental housing; to strengthen the abilities of state and local governments to provide housing; to ensure that federal housing services, financing, and other investments are provided to state and local governments in a coordinated manner; to expand the capacity of nonprofit community-based housing development organizations; and to leverage

private sector participation in financing affordable housing. Consistent with these primary objectives, HOME funds distributed under the FY2013 program design statement shall be used to finance housing activities that benefit persons of low- income in the non-consortia areas of West Virginia. The West Virginia Housing Development Fund is responsible for the administration of the HOME Program. Funds are distributed through three principal subprograms, HOMEownership Opportunities, HOMErent, and Community Housing Development Organizations (CHDO), to address the affordable housing needs of the very low- and low-income persons of the rural areas of the State. HOMEownership Opportunities promotes homeownership opportunities for very low- and low-income persons through the HOME Leverage Loan Program (HLLP) and the NewHOME Loan Program. The HLLP is a direct homebuyer assistance program that provides closing cost, downpayment assistance and principal reduction loans to low- and moderate-income persons qualified for financial assistance through the WVHDF Mortgage Revenue Bond Program, the USDA Rural Housing Service, Section 502 Loan Program, and other private sector lending programs. The NewHOME Loan Program is a direct homebuyer assistance program that provides long term financing in the form of direct loans and deferred payment loans to finance the acquisition and construction of single-family housing for very low- and low-income persons. The HOMErent subprogram provides direct financial assistance to support the acquisition and rehabilitation of existing multi-family housing projects in order to preserve the supply of decent, affordable rental residential housing for very low-, and low-income persons. In order to facilitate the State's goal of providing decent, affordable housing for all low- and moderate-income families consistent with the Consolidated Plan, the following HOME Program objectives are stated: (1) Expand homeownership opportunities; (2) Improve the quality of existing owner-occupied housing; and (3) Increase the supply of affordable rental housing units. Consistent with these State objectives, HOME Program funds will also be granted to qualified CHDOs that undertake activities and projects that address the established HOME Program objectives. As required under 24 CFR Part 92.300, the WVHDF will allocate not less than 15% of the funds for FY2013 to CHDOs.

**EMERGENCY SOLUTIONS GRANT PROGRAM (ESG):** The Office of Economic Opportunity (OEO) will administer the ESG or Emergency Solutions Grant Program, which replaced the previous Emergency Shelter Grant program and incorporates elements of the Homelessness Prevention and Rapid Re-housing Program (HPRP). While still providing support for emergency shelters and services to the homeless, the new ESG Solutions Program focuses more funding on preventing initial and recurrent homelessness, shortening the duration of homelessness, and assisting in the transition from homelessness to independent living. Essential supportive services for homeless individuals and families remain a focus but will be broadened to specifically support both sheltered and, though outreach, unsheltered homeless. OEO estimates it will receive a 2013 allocation of \$1,486,345 and the plan for distributing funds will be determined as a result of consultation with the Continuums of Care. Out of the anticipated total allocation, 7.5% will be used for administration, 60% or the maximum allowed by program regulations for street outreach and emergency shelter activities, and the remainder for homelessness prevention and rapid re-housing activities.

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS:** The Housing Opportunities for Persons With AIDS (HOPWA) program was authorized by the National Affordable Housing Act of 1990 and revised under the Housing and Community Development Act of 1992, to provide states and localities with the resources and incentives to devise and implement long-term comprehensive strategies for meeting the housing needs of low-income persons with HIV/AIDS and their families. Activities of primary importance are providing housing assistance and services that assist this population to maintain housing stability where they can maintain complex medication regimens and address HIV/AIDS related problems. As an eligible state, West Virginia receives a HOPWA formula grant, administered by the Office of Economic Opportunity. HOPWA provides housing and supportive services and other assistance to low-income West Virginians with HIV/AIDS. OEO grants these HOPWA funds to three project sponsors that provide a statewide service area. The HOPWA allocation is based on population and the number of reported AIDS cases. The State estimates that funds available in 2013 will be \$305,608.00. HUD encourages grantees to incorporate performance-based standards in project selection where consolidated plan funds are used. Where possible with HOME, ESG, and HOPWA all funded projects will be selected based on their ability to meet the goals of HUD outcome measurement performance which are: Suitable Living Environment, Decent Housing, and Creating Economic Opportunities. The following outcomes are measured: Availability/Accessibility, Affordability, and Sustainability.



west virginia Department of environmental protection

Div. of Water and Waste Management  
HC 63 Box 2545  
Romney, WV 26757  
(304) 822-7266

Earl Ray Tomblin, Governor  
Randy C. Huffinan, Cabinet Secretary  
www.dep.wv.gov

OCT 08 2013

Dale Manuel  
Jefferson County Commissioner  
PO Box 250  
Charles Town, WV 25414

October 2, 2013

Dear Mr. Manuel,

Every year, West Virginia reports to the Chesapeake Bay Program the number of new Best Management Practices (BMPs) that were installed in our portion of the Potomac River Basin in the previous year. To this end, please complete and return the enclosed 2012 Developed Lands BMPs reporting form for Jefferson County. **I request that you return (fax, e-mail, or mail) this form to me by Thursday, October 31, 2013.** If you have any questions or concerns, feel free to contact me.

As a Potomac River headwaters partner in the Chesapeake Bay Program, West Virginia is committed to significantly improving water quality through voluntary efforts to reduce nitrogen, phosphorus and sediment that flow from our streams to the Potomac River. This annual voluntary reporting in which you are participating will demonstrate to the U.S. Environmental Protection Agency (EPA) and the Chesapeake Bay Program that we are working to protect our streams from stormwater runoff, stream bank erosion, and sewage. Your assistance in completing this worksheet is very important and greatly appreciated.

The second phase of West Virginia's Watershed Implementation Plan (WIP) for the Chesapeake Bay Total Maximum Daily Load is available at [www.wvca.us/bay](http://www.wvca.us/bay). The WIP guides our actions in the Chesapeake Bay restoration effort; please see Section 7E (pp. 42-56) of the WIP for project ideas.

In addition to the BMP reporting form, I am enclosing information about grants that are available to help achieve the strategies written in the WIP. Thank you for helping to protect and restore our local streams and creeks.

Respectfully,

Alana C. Hartman  
Potomac Basin Coordinator, WV DEP  
(304) 822-3687 FAX [alana.c.hartman@wv.gov](mailto:alana.c.hartman@wv.gov)

Enclosures: (1) 2012 Urban Best Management Practices reporting sheet with BMP definitions on reverse, (2) "Additional Grant Opportunity" press release, (3) Funding Opportunities list.

Promoting a healthy environment.



west virginia department of environmental protection

## NEWS RELEASE

### FOR IMMEDIATE RELEASE

Sept. 16, 2013

Contact: Tom Aluise  
Phone: (304) 926-0499

## State announces grant opportunities for water pollution projects

The state Division of Water and Waste Management's Nonpoint Source Program is issuing an announcement of Additional Grant Opportunity (AGO) for proposals that focus on nonpoint source pollution issues.

The total amount available is approximately \$100,000 and both one- and two-year proposals are being accepted.

All project submittals will be reviewed by the DWWM's Nonpoint Source Team. The team will then ask for a formal proposal from those projects that best fit the goals and objectives of the Nonpoint Source Program. Projects chosen will be notified by e-mail. Formal proposals (work plans) are required within 30 days of notification.

The deadline for submission is **Oct. 10, 2013**. For more information review the AGO Web site at: <http://www.dep.wv.gov/WWE/Programs/nonptsource/Pages/AGO.aspx>. *Initial proposals must be submitted using the online form found on this Web page.*

Nonpoint source water pollution can come from many sources, including excess fertilizers, herbicides and insecticides from agricultural lands and residential areas; oil, grease and toxic chemicals from urban runoff; sediment from improperly managed construction sites, crop and forest lands; eroding streambanks; acid drainage from abandoned mines; and bacteria and nutrients from livestock, pet wastes and faulty septic systems.

AGOs can focus on nonpoint issues in water bodies that may not be impaired or provide money for special projects not typically funded through watershed project grants. Proposals are accepted from a wide variety of organizations, including watershed groups, schools and businesses.

###

↑ really just a paragraph about what you want to do.  
-act

1. **Chesapeake Bay Stewardship Fund**, offered by National Fish and Wildlife Foundation (NFWF.org): This group of grants is normally announced in the spring with a proposal due date in May or June. Grants are typically for ~2 years and they release the funding to you in a few installments, so you might need to have a big bank account to begin with, then use the grant to be reimbursed. WV communities and organizations have recently submitted about 10-12 applications annually and have had about 2-3 of those accepted annually. If match is required, it can be "in-kind." Authors of successful WV proposals: Cacapon and Lost Rivers Land Trust, Morgan County Commission, Trout Unlimited, The Conservation Fund-Freshwater Institute, Cacapon Institute, others.

[www.nfwf.org/AM/Template.cfm?Section=Chesapeake Bay Stewardship Fund&Template=/TaggedPage/TaggedPageDisplay.cfm&TPLID=46&ContentID=24326](http://www.nfwf.org/AM/Template.cfm?Section=Chesapeake_Bay_Stewardship_Fund&Template=/TaggedPage/TaggedPageDisplay.cfm&TPLID=46&ContentID=24326)

1.a "Local Government Capacity Building" grants can just be for free technical support (rolling deadline – can apply now) or a small amount of money for ordinance revision, stormwater design or implementation, etc. In 2012 they also offered up to \$150,000 worth of technical assistance to each of 10 communities for capacity building. This is more for municipalities/counties than non-profits or watershed groups.

1.b "Small Watershed Grants" can be for planning (\$20,000-50,000) or implementation (\$50,000-200,000). Requires 25% non-federal match of total amount of project cost.

[www.nfwf.org/AM/Template.cfm?Section=Chesapeake Bay Stewardship Fund&TEMPLATE=/CM/HTMLDisplay.cfm&CONTENTID=25618](http://www.nfwf.org/AM/Template.cfm?Section=Chesapeake_Bay_Stewardship_Fund&TEMPLATE=/CM/HTMLDisplay.cfm&CONTENTID=25618)

1.c "Innovative Nutrient and Sediment Reduction" grants are for research and pilot projects that show promise of repeatability in other areas. \$200,000-750,000. Requires 50% match (1:1) of total amount of project cost.

[www.nfwf.org/AM/Template.cfm?Section=Chesapeake Bay Stewardship Fund&TEMPLATE=/CM/HTMLDisplay.cfm&CONTENTID=25625](http://www.nfwf.org/AM/Template.cfm?Section=Chesapeake_Bay_Stewardship_Fund&TEMPLATE=/CM/HTMLDisplay.cfm&CONTENTID=25625)

2. & 3. **Chesapeake Bay Implementation Grant** and **Chesapeake Bay Regulatory and Accountability Program** If you think you have a project that fits, you should e-mail a brief description/proposal to Jennifer ([jennifer.pauer@wv.gov](mailto:jennifer.pauer@wv.gov)). If DEP has funding and supports the project you will have to complete an "Attachment 4" which is like a workplan in tabular form. From there we will take a look and send it to EPA for approval or comments. CBIG grant year runs May-April, and CBRAP grant year runs July-June, but we can probably consider projects on a rolling basis if we continue to have unspent funds from year to year, as we sometimes do. <http://www.epa.gov/region03/chesapeake/grants.htm>

4. Clean Water Act Section 319 **Incremental grants** require that the watershed 1) be on the 303(d) list of impaired waters, 2) have a Watershed Based Plan (<http://www.epa.gov/region03/chesapeake/grants.htm>) in a format (<http://www.dep.wv.gov/WWE/Programs/nonptsource/Pages/Elements.aspx>) that makes it likely to be approved by EPA 3) submit a proposal using EPA's guidelines. Due June 1 each year, with funding distributed the following summer. Grants last approx. 5 years, normally includes 2-3 years of active implementation and 2-3 years of monitoring afterward.

5. Clean Water Act Section 319 **base grants** ("AGO," <http://www.dep.wv.gov/WWE/Programs/nonptsource/Pages/AGO.aspx>) are offered on a rolling basis by DEP's Nonpoint Program.

6. **Stream Partners Grants** (<http://www.wvca.us/stream.cfm>)— funded by the WV state legislature and other state funding, these grants can be used as non-federal match for the above grants. Up to \$5000, Stream Partners grants require 20% match of the grant amount requested (not the total project cost), so e.g. \$1000 local match for a \$5000 grant award. Match can be “in-kind.” This grant comes in the form of a check at the beginning of the grant period, so the organization can start with \$0 in the bank account. The grantee doesn’t need to be an official incorporated or non-profit organization, but must have a board of officers who take shared responsibility for the wise use of the funds and the proper reporting. Grant period is one calendar year. These must be used for a watershed improvement project. There are only a few things excluded from the enormous range of fundable projects. Many groups use part of the grant for website fee, liability insurance, paper, postage, etc., but have a stronger chance of being chosen if they include an actual watershed improvement project. The WV Watershed Network is the partnership that administers and chooses recipients. It includes DEP, WV Conservation Agency, DNR, and WV Division of Forestry. This is the same partnership that provides “Watershed Celebration Day” each fall to honor the volunteers and watershed groups, including numerous Stream Partners recipients.

7. **Eastern Panhandle Conservation District** and **Potomac Valley Conservation District** often approve requests from conservation-related groups to fund specific projects. E.g. brochure printing, administration of 319 grants, installation of demonstration rain garden, etc. One should contact a **conservation specialist at WVCA** to see if the idea sounds reasonable, then contact the C.D. to be added to a future monthly meeting agenda. There, you will present your request verbally and in written form (optional) and await the decision of the board. This work is often done on a reimbursement basis. That is, you pay for the item(s) with your group’s bank account or personal credit card, submit the receipt to the C.D. and await their signatures at the next monthly meeting. *See YellowPage.*

8. U.S. Forest Service grants, some of which are being handled through **WV DOF’s Chesapeake Watershed Forester in the Inwood office**. Contact him if you need trees to plant 1) along streams, 2) in urban settings, 3) or in a way that will convert land to a forest. *See YellowPage.*

9. **CommuniTree** (<http://www.cacaponinstitute.org/Forestry/CTree.htm>)— recently offered spring and fall. Plantings must be on public land. No money is received or reimbursed – it is simply a grant of trees and the accessories to protect them.

10. Eastern WV Community Foundation – **Two Rivers Giving Circle** (<http://www.ewvcf.org/Grants.html>), Freeman Foundation, etc. (e.g. Warm Springs Watershed Association, Opequon Creek Project Team)

Many teachers, towns and watershed groups have also taken advantage of other funding sources, including:

- Toyota Tapestry grants <http://www.nsta.org/pd/tapestry/> (e.g. Wildwood Middle School science teacher, Carolyn Thomas)
- NiSource grants
- Governor’s Community Grant (work through your state legislators to request this) (e.g. Blue Ridge Watershed Association)
- Chesapeake Bay Trust - previously only offered MD grants, but recently has offered some that extend to WV and other states (e.g. City of Romney)
- Chesapeake Bay Funders Network (and its sub-organizations)
- NOAA B-WET grants

County or Municipality: \_\_\_\_\_

Person completing form: \_\_\_\_\_

Date \_\_\_\_\_

BMP = Best Management Practice

Please note the specific location of each BMP in as many cases as possible! Use another page if necessary.

| <b>Developed Lands<br/>BMPs</b>                                                                        | <i>Reporting<br/>Units</i> | <b>Briefly list, describe, or tally BMPs installed January 1-Dec 31, 2012</b> |
|--------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------|
| Street Sweeping                                                                                        | lbs collected              | Are these streets swept at least 24 times per year? Y: ___ N: ___             |
| Wet Ponds and Wetlands                                                                                 | acres treated              |                                                                               |
| Dry Extended Detention Ponds<br>(typical stormwater management<br>dry ponds)                           | acres treated              |                                                                               |
| Infiltration Practices                                                                                 | acres treated              |                                                                               |
| Filtering Practices                                                                                    | acres treated              |                                                                               |
| Impervious Surface<br>Reduction/Non Structural<br>Practices                                            | acres                      |                                                                               |
| Tree Planting (on non-agricultural<br>lands)                                                           | acres                      |                                                                               |
| Riparian Forest Buffers (on non-<br>agricultural lands)                                                | acres                      |                                                                               |
| Riparian Grass Buffers (on non-<br>agricultural lands)                                                 | acres                      |                                                                               |
| Wetland Restoration (on non-<br>agricultural lands)                                                    | acres                      |                                                                               |
| Stream Restoration (on non-<br>agricultural lands)                                                     | linear feet                |                                                                               |
| Nutrient Management (soil testing<br>to avoid over-fertilization, e.g. on<br>park land or golf course) | acres                      |                                                                               |
| Other                                                                                                  | (units?)                   |                                                                               |

Does your city/town or county have a stormwater management ordinance? Y: \_\_\_ N: \_\_\_ If "No", are you interested in funding to support the development of such an ordinance for your council/commission to consider? Y: \_\_\_ N: \_\_\_

*Thank you!*

## Urban and Suburban Best Management Practices (BMPs)

### Definitions

10/29/12

**Wet ponds and wetlands:** Wet ponds and constructed wetlands that have a permanent pool (always contain water), extend detention, and treat water quality.

**Dry extended detention:** Dry extended detention ponds or basins that provide for a gradual release of storm water in order to increase settling of pollutants and to reduce stormwater volumes downstream at a given time; and that are usually dry between rainfall events.

**Infiltration practices:** Practices such as bioretention ("rain garden" with engineered rock/soil/plants layers), porous pavement or pavers, and infiltration trenches or basins that capture and temporarily store storm water before allowing it to infiltrate into the soil. Promote groundwater recharge.

**Filtering practices:** Practices that capture and temporarily store storm water then pass it through a filter bed such as sand, organic matter, soil or other media. These can include vegetated open channels, swales, sand or peat filters, etc. Maintenance plan is usually key.

**Impervious surface reduction:** This practice includes natural area conservation, rain barrels, green roofs, directing sheet flow from impervious surfaces such as sidewalks or driveways to pervious surfaces instead of to storm drains, and disconnecting roof top drainage pipes to allow infiltration.

**Street sweeping and catch basin inserts:** Includes oil and grit separators.

**Tree planting:** If in an urban area, density has to be sufficient to produce a forest-like canopy over time. Intent has to be to convert that spot to forest-like condition.

**Riparian forest buffers:** Linear wooded areas planted along rivers and streams that help filter nutrients, sediment and other pollutants. Recommended width for urban = 50' & for suburban = 100', with a 35' width as minimum for both.

**Riparian grass buffers:** Linear strips of planted grass or other non-woody vegetation between the edge of urban/suburban land use and streams or rivers.

**Wetland restoration:** The reestablishment of wetlands on sites where they used to exist.

**Stream restoration:** Restoring the natural ecosystem by restoring the stream hydrology and natural landscape.

**Nutrient management:** Reduction of fertilizer applications to lawns, golf courses, parks and other pervious surfaces in urban areas. This practice involves taking a soil sample to determine the appropriate amount of nutrients needed.

*Note: many of these BMPs are considered "post-construction stormwater management," and are voluntary in many counties. If you would like technical support or financial assistance to revise comprehensive plans or ordinances to encourage and incentivize these practices, please let me know: [Alana.C.Hartman@wv.gov](mailto:Alana.C.Hartman@wv.gov) or (304) 822-7266 Thank you!*



# Jefferson County Emergency Communications Center

Jeffrey A. Polczynski, ENP • Director of Communications  
28 Industrial Boulevard, Suite 100, Kearneysville, WV 25430  
Phone: 304/728-3317 • Fax: 304/725-5436

September 30, 2013

Deborah Beckner, Communications Coordinator  
West Virginia State Police  
725 Jefferson Road  
South Charleston, WV 25309

Dear Ms. Beckner,

Jefferson County Emergency Communications Center, in cooperation with the law enforcement agencies of Jefferson County are in the process of implementing CAD, Records Management, and Mobile Data systems with a projected go-live date in August or September 2014. As part of the system, the intention is to have "Inquiry Only" to the WEAPON system from the terminals in the patrol vehicles. We understand the process of certification of our automated systems with the West Virginia State Police and are preparing for this venture with our CAD vendor.

It will be necessary to certify a large group of approximately 200-250 law enforcement personnel within the county by the end of next summer. We have significant concerns about the time and expense of travel to the State Police Academy for testing/certification for a large group of personnel and feel that the expense is cost prohibitive taking into account issues with travel, lodging, staffing, overtime, and fuel. We would like to try another method of certification that will save time and money for our agencies while possibly relieving your agency the burden of having to schedule such a large group. In an effort to do this, we are asking the following questions:

1. Is there any way the "Inquiry Only" training, and more specifically testing, can be performed here in Jefferson County for our agencies? In addition, we are willing and able to serve as a regional Inquiry Only testing facility for agencies within the Eastern Panhandle who may find themselves with the same situation.
2. Is it possible to certify our Terminal Agency Coordinator, James Hayden, as a trainer/proctor for testing? Mr. Hayden is a former employee of the West Virginia State Police. Jefferson County Emergency Communications is willing to pursue certification programs or requirements needed in order for Mr. Hayden to become certified.
3. If #2 is not possible, is the West Virginia State Police willing to organize a testing/certification in the Eastern Panhandle for "inquiry only" access in 2014?

Please advise me if any of the above is feasible or desirable and I will take action accordingly.

On behalf of the agencies of Jefferson County, I look forward to finding a resolution that will be mutually beneficial.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey A. Polczynski". The signature is stylized with a large, sweeping initial "J" and "P".

Jeffrey A. Polczynski, ENP  
Director of Communications

jh/JAP

- C: The County Commission of Jefferson County  
Deborah Keyser, County Administrator, Jefferson County  
Peter Dougherty, Sheriff of Jefferson County  
Christopher Kutcher, Chief, Charles Town Police Department  
William Roper, Chief, Ranson Police Department  
David Ransom, Chief, Shepherdstown Police Department  
J.D. Brown, Acting Chief, Harpers Ferry Police Department  
John McAvoy, Chief, Shepherd University Police Department  
Sgt. Ed Anderson, West Virginia State Police  
Kenneth LeMaster, Sheriff of Berkeley County  
Mary Kackley, 9-1-1 Director, Berkeley County  
WV E9-1-1 Council



## Loudoun County, Virginia

Planning Department

1 Harrison Street, S.E., 3<sup>rd</sup> Floor, P.O. Box 7000, MSC #62  
Leesburg, Virginia 20177-7000

Telephone (703) 777-0246 • Fax (703) 777-0441

**RECEIVED**

September 24, 2013

Debbie Keyser  
County Administrator  
PO Box 250  
Charles Town, WV 25414-0250

OCT 01 2013

**Jefferson County Commission**

Dear Ms. Keyser:

As part of the legal notice requirements contained in Section 15.2-2204 (amended) of the Code of Virginia, the following regulations must be addressed relating to notification of adjacent localities:

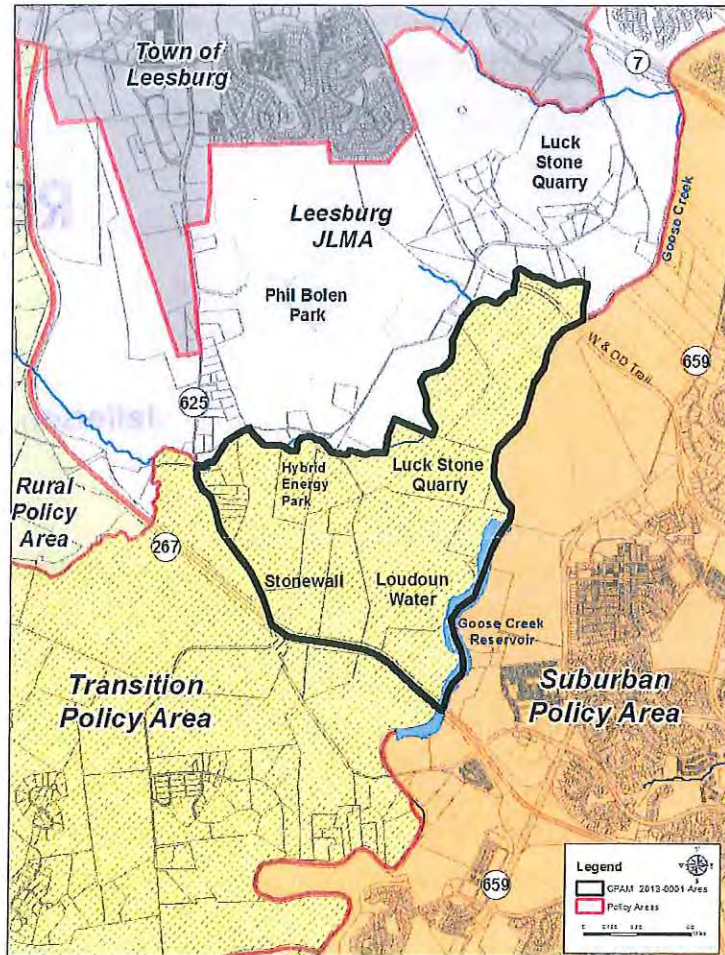
“When a proposed comprehensive plan or amendment thereto; a proposed change in zoning map classification; or an application for special exception for a change in use ..., involves any parcel of land located within one-half mile of a boundary of an adjoining locality of the Commonwealth, then, in addition to the advertising and written notification as above required, written notice shall also be given by the local commission, or its representative, at least 10 days before the hearing to the chief administrative officer, or his designee, of such adjoining locality.”

In accordance with these regulations, this is to inform you that on **October 15, 2013** the Loudoun County Planning Commission will hold a public hearing on a Comprehensive Plan Amendment (CPAM) for the northern portion of the Lower Sycolin Subarea of the Transition Policy Area (CPAM 2013-0001).

On November 7, 2012 the Loudoun County Board of Supervisors initiated CPAM 2013-0001 to amend the Revised General Plan, in order to revise certain land use designations shown on the Planned Land Use Map, and certain land use policies applicable to the northern portion of the Lower Sycolin Subarea of the Transition Policy Area, and to amend the Loudoun County 2010 Countywide Transportation Plan in order to revise the alignment of a section of Cochran Mill Road (Route 653) located within the subject area. This CPAM is intended to better reflect the emerging industrial character of the subject area.

Under existing Revised General Plan policies, the Transition Policy area is recommended to have a more rural character, with lower residential densities of 1 dwelling unit per 10 acres in a clustered pattern, or non-residential uses that achieve a visual and spatial transition between the Suburban and Rural Policy Areas. Recently the County approved four large rezoning's that encompass over 700 acres of previously undeveloped land within the subject area that will permit the future development of a natural gas fueled electric power plant, data centers, a quarry, and a water treatment plant. The approved rezoning's acknowledged the unique man-made and natural features of the subject area which include proximity to a major natural gas transmission line and a high-voltage overhead electric transmission line as well as concentrations of diabase rock in proximity to existing quarrying operations.

The northern portion of the Lower Sycolin Subarea of the Transition Policy Area, is generally located on the northeast side of Sycolin Road (Route 625) and the Dulles Greenway (Route 267), east of the Leesburg Joint Land Management Area (JLMA), and west of the Goose Creek, and is more particularly shown on the map below.



This public hearing will take place in the Board of Supervisors Meeting Room, County Government Center, 1 Harrison Street, S.E., Leesburg, VA, on **Tuesday, October 15, 2013, at 6:00 p.m.** Written comments can be provided to the Loudoun County Planning Commission, c/o Loudoun County Department of Planning, 1 Harrison St., S.E., 3<sup>rd</sup> Floor, P.O. Box 7000, MSC #62, Leesburg, Virginia, 20177-7000 (attention: Pat Giglio).

The planning commission staff report, proposed policies and all attachments will be available online at <http://www.loudoun.gov/pc> after September 26, 2013. A second notification letter will be sent to you on October 9, 2013.

Should you have any questions, please do not hesitate to contact me at 703-777-0246.

Sincerely,

*Pat Giglio*

Pat Giglio, Project Manager

cc: Loudoun County Board of Supervisors  
Loudoun County Planning Commission  
Public File

# MEMORANDUM

**TO:** All Mayors and County Commissioners

**FROM:** John F. "Jeff" Herholdt, Jr., Executive Director  
West Virginia Division of Energy

**DATE:** September 18, 2013

**RE:** Local Energy Efficiency Grant Program



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The West Virginia Division of Energy is now accepting applications for the Local Energy Efficiency Grant Program. This program is designed to provide grant funds to units of local governments for projects to assist businesses and homeowners with becoming more energy efficient. Applicants are limited to county commissions and municipalities.

The Division of Energy will be awarding at least 10 grants with a funding cap of \$10,000. A local match of 20% of the grant amount requested will be required.

Applications must be postmarked no later than Friday, November 29, 2013, to be considered for funding. Requests for applications or questions concerning the program should be directed to Brandi O'Dell at 304-957-2002. The application is also available through our website: [http://www.wvcommerce.org/energy/energy\\_efficiency/leegp.aspx](http://www.wvcommerce.org/energy/energy_efficiency/leegp.aspx).

Suggested activities to be supported with these grant funds include energy audits, energy conservation workshops and other energy educational activities as well as energy efficiency kits for homeowners. Cities and Counties may elect to partner with local offices of the State Weatherization Assistance Program for these projects and other energy efficiency services. The Weatherization Program employs individuals trained in energy auditing and energy efficiency education and services. For more information regarding Weatherization Program partnerships, contact Russell Tarry with the State of West Virginia's Office of Economic Opportunity at 304-558-8860 or via email at [Russell.W.Tarry@wv.gov](mailto:Russell.W.Tarry@wv.gov).

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OCT 03 2013

**Jefferson County Commission**



MEMORANDUM

**TO:** All City and County Chief Elected Officials  
Regional Planning and Development Councils  
West Virginia Parks and Recreation Association  
Other Interested Parties

**FROM:** Mary Jo Thompson, Director  
Community Development Division

**DATE:** September 27, 2013

**SUBJECT:** **FY 2013 LAND AND WATER CONSERVATION FUND (LWCF) NOTICE;  
INVITATION TO SUBMIT APPLICATIONS**

This invitation to submit LWCF applications for 50 percent funding of outdoor recreation projects for the Fiscal 2013 funding cycle is being announced in response to the state's apportionment notice, in the amount of approximately \$428,000. Based on demand, we expect to recommend funding one grant up to \$100,000 (project total, \$200,000), three grants up to \$60,000 (each project totaling \$120,000), and four grants up to \$30,000 (each project totaling \$60,000). To allow for minor deviations from the proposed grant limits, the Community Development Director reserves the right to adjust award recommendations by ten percent with the remaining, unobligated fund balance at any time during the funding cycle.

Complete, single applications will be due in our office on or before **5:00 PM, Monday, December 30, 2013**. LWCF application forms are available for download from the West Virginia Development Office website, [www.wvdo.org/downloads](http://www.wvdo.org/downloads). National Park Service (NPS) Environmental Assessment forms, citizen's participation details and other application material can be found there as well in fillable PDF format. All projects must be justified according to funding priorities contained in the West Virginia Statewide Comprehensive Outdoor Recreation Plan (WV-SCORP). Projects which encourage healthy lifestyles and/or community or environmental revitalization will be considered funding priorities. Phased projects are encouraged, however each phase needs to result in a "stand-alone" improvement not dependent on subsequent funding for completion.

Besides funding priorities, our Open Project Selection Process (OPSP) evaluates projects according to a number of criteria including the following: originality with respect to concept and use of other resources; the applicant's park history including any deferred maintenance; any parkland conversion issues; any lack of progress with prior or current construction; any competition of the project proposal with the private sector; the project sponsor's handicapped access compliance; and the merits of the project's design as it relates to its completeness, quality, and readiness to be bid. Major application errors and omissions include: lack of detailed budgets, lack of plans, lack of documented match, lack of SHPO or other environmental clearance, lack of UASFLA-qualified appraisal on land acquisition projects, land acquisition without development, and/or a missing narrative for project description or justification.

Trial applications are encouraged prior to the December due date to allow the state staff to advise and recommend any changes or additions necessary to have a complete application. We strongly recommend prior contact with either Jim Marshall or John McGarrity of our staff at 304-558-2234 or by email to [james.s.marshall@wv.gov](mailto:james.s.marshall@wv.gov) or [john.r.mcgarrrity@wv.gov](mailto:john.r.mcgarrrity@wv.gov). Early contact helps establish the eligibility of the project sponsor, project, and site as well as any major details for a potential grant application. Please call our office should you have any questions about our LWCF program or this information.

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SEP 27 2013



STATE OF WEST VIRGINIA  
DEPARTMENT OF MILITARY AFFAIRS  
AND PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT  
Building 1, Room EB-80  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305-0360  
Telephone: (304) 558-5380 Fax: (304) 344-4538

EARL RAY TOMBLIN  
GOVERNOR

JOSEPH C. THORNTON  
CABINET SECRETARY

JIMMY J. GIANATO  
DIRECTOR

September 23, 2013

Mr. John T. Mills, Chairperson  
Jefferson County LEPC  
28 Industrial Blvd. Suite 101  
Kearneysville, WV 25430

Dear Mr. Mills:

Your 2014 HMEP Planning Grant application has been approved in the amount of **\$5000.00**. This year we will not be giving out initial payments. If you have reimbursable expenses please submit a request for payment form.

**All funds for this grant must be expended or obligated by September 30, 2014.** Eligible project expenditures incurred between October 1, 2013 and September 30, 2014, are eligible for payment. *The SERC will closely scrutinize "Progress Reports" which are due December 1, 2013, March 1, 2014, June 1, 2014 and September 30, 2014. A "Final Report" is due on November 1, 2014, along with a copy of your product.*

If you find you will be unable to fulfill your obligation, you must notify the SERC **within 30 days** of the date of this letter so the money awarded to your LEPC can be used elsewhere.

Products are required by the SERC in order to be assured the proposed grant project was completed as agreed upon. You should not expect to receive your final payment until a copy of your product is provided to the SERC.

Your LEPC is commended for the work you have done to help make the State of West Virginia a safer place to live.

Sincerely,

  
James J. Gianato  
Chairman

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OCT 01 2013

cc: County OES Director  
County Commission

Jefferson County Commission

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

| <b>Week Ending Date</b>                                | <b>Week Ending<br/>September 28, 2013<br/>FY14<br/>October 4, 2013</b> |
|--------------------------------------------------------|------------------------------------------------------------------------|
| <b>To be Deposited on:</b>                             |                                                                        |
| Amount Played                                          | 60,692,350.40                                                          |
| Amount Won                                             | 54,731,331.72                                                          |
| Amount Promo                                           | 241,185.00                                                             |
| MWAP Contribution                                      | <u>3,011.02</u>                                                        |
| <b>Adjusted Gross Terminal Revenue</b>                 | <u><b>5,716,822.66</b></u>                                             |
| Administrative Costs @ 4%                              | 228,672.91                                                             |
| Excess Lottery Fund @ 4%                               | <u>0.00</u>                                                            |
| <b>Net Terminal Revenue</b>                            | <u><b>5,488,149.75</b></u>                                             |
| Surcharge @ 10%                                        | 0.00                                                                   |
| State Share Excess @ 58%                               | 0.00                                                                   |
| Track Share of Capital Reinvestment @ 42%              | 0.00                                                                   |
| <i>Track Share of Capital Reinvestment @ 42% - 96%</i> | <i>0.00</i>                                                            |
| <i>Track Share of Capital Reinvestment @ 42% - 4%</i>  | <i>0.00</i>                                                            |
| <b>Adjusted Net Terminal Revenue</b>                   | <u><b>5,488,149.75</b></u>                                             |
| Racetrack @ 46.50% / 42%                               | 2,551,989.63                                                           |
| Lottery Fund @ 30% / 0%                                | 1,646,444.93                                                           |
| Excess Lottery Fund @ 0% / 41%                         | 0.00                                                                   |
| Race Track Purses @ 7% / 14% / 8%                      | 384,170.48                                                             |
| Workers' Compensation Debt Reduction @ 7% / 0%         | 384,170.48                                                             |
| Employee Pension Fund @ 1% / .5%                       | 54,881.50                                                              |
| Greyhound Development @ .75%                           | 41,161.12                                                              |
| Thoroughbred Development @ .75%                        | 41,161.12                                                              |
| Racing Commission @ 1%                                 | 54,881.50                                                              |
| County/Municipality @ 2%                               | 109,763.00                                                             |
| <b>3% Funds:</b>                                       |                                                                        |
| Tourism Promotion Fund @ 1.375%                        | 75,462.06                                                              |
| Development Office Promotion Fund @ .375%              | 20,580.56                                                              |
| Research Challenge Fund @ .5%                          | 27,440.75                                                              |
| Capitol Renovation and Improvement Fund @ .6875%       | 37,731.03                                                              |
| 2004 Capitol Complex Parking Garage Fund @ .0625%      | 3,430.09                                                               |
| <b>1% Funds:</b>                                       |                                                                        |
| State Capitol Complex Parking Garage @ 1%              | 0.00                                                                   |
| Cultural Facilities and Capitol Resources @ .5%        | 27,440.75                                                              |
| Capitol Dome and Capitol Improvements @ .5% / 1%       | <u>27,440.75</u>                                                       |
|                                                        | <u><b>5,488,149.75</b></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<br>ADJ. NET<br>REVENUE | TO<br>JEFFERSON<br>COUNTY | TO<br>FIVE<br>CITIES | BOLIVAR<br>7.93% | CHARLES<br>TOWN<br>39.90% | HARPERS<br>FERRY<br>2.17% | RANSON<br>33.68% | SHEPHERDS<br>TOWN<br>16.32% |
|----------------------------|------------------------------|---------------------------|----------------------|------------------|---------------------------|---------------------------|------------------|-----------------------------|
| 6 days ending:<br>07/06/13 | \$ 123,196.88                | \$ 123,196.88             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| Week ending:<br>07/13/13   | \$ 128,060.40                | \$ 128,060.40             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 07/20/13                   | \$ 115,128.84                | \$ 115,128.84             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 07/27/13                   | \$ 123,049.56                | \$ 123,049.58             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/03/13                   | \$ 116,180.80                | \$ 116,180.80             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/10/13                   | \$ 120,078.64                | \$ 120,078.64             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/17/13                   | \$ 124,888.58                | \$ 124,888.58             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/24/13                   | \$ 118,284.44                | \$ 89,882.12              | \$ 28,402.32         | \$ 2,252.30      | \$ 11,332.53              | \$ 616.33                 | \$ 9,565.90      | \$ 4,635.28                 |
| 08/31/13                   | \$ 117,826.36                | \$ 58,913.18              | \$ 58,913.18         | \$ 4,671.81      | \$ 23,506.36              | \$ 1,278.42               | \$ 19,841.96     | \$ 9,614.63                 |
| 09/07/13                   | \$ 135,517.48                | \$ 87,758.74              | \$ 67,758.74         | \$ 5,373.27      | \$ 27,035.74              | \$ 1,470.36               | \$ 22,821.14     | \$ 11,058.23                |
| 09/14/13                   | \$ 106,748.44                | \$ 53,374.22              | \$ 53,374.22         | \$ 4,232.58      | \$ 21,296.31              | \$ 1,158.22               | \$ 17,976.44     | \$ 8,710.67                 |
| 09/21/13                   | \$ 108,555.88                | \$ 54,277.94              | \$ 54,277.94         | \$ 4,304.24      | \$ 21,658.90              | \$ 1,177.83               | \$ 18,280.81     | \$ 8,858.16                 |
| 09/28/13                   | \$ 109,763.00                | \$ 54,881.50              | \$ 54,881.50         | \$ 4,352.10      | \$ 21,897.72              | \$ 1,190.93               | \$ 18,484.09     | \$ 8,956.86                 |
| Subtotal                   | \$ 1,547,279.28              | \$ 1,229,671.38           | \$ 317,607.90        | \$ 25,186.30     | \$ 126,725.56             | \$ 6,892.09               | \$ 106,970.34    | \$ 51,833.61                |

Benchmark Goal @ 2%         \$   912,063.48

Remainder until 1% / 1% Split     \$           -

**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 | 07/27/2013 | 123,049.56 |
| 08/01/2009   | 174,493.08 | 07/31/2010 | 157,802.08 | 07/30/2011 | 144,510.28 | 08/04/2012 | 132,931.16 | 08/03/2013 | 116,180.80 |
| 08/08/2009   | 138,408.80 | 08/07/2010 | 136,494.98 | 08/06/2011 | 151,495.28 | 08/11/2012 | 134,212.88 | 08/10/2013 | 120,078.64 |
| 08/15/2009   | 81,222.14  | 08/14/2010 | 78,376.68  | 08/13/2011 | 117,350.38 | 08/18/2012 | 110,241.90 | 08/17/2013 | 124,888.56 |
| 08/22/2009   | 76,260.31  | 08/21/2010 | 76,199.02  | 08/20/2011 | 71,614.12  | 08/25/2012 | 66,209.90  | 08/24/2013 | 89,882.12  |
| 08/29/2009   | 80,472.92  | 08/28/2010 | 72,460.03  | 08/27/2011 | 63,432.14  | 09/01/2012 | 67,133.42  | 08/31/2013 | 58,913.18  |
| 09/05/2009   | 80,798.15  | 09/04/2010 | 76,362.84  | 09/03/2011 | 80,837.76  | 09/08/2012 | 74,029.40  | 09/07/2013 | 67,758.74  |
| 09/12/2009   | 86,286.92  | 09/11/2010 | 82,969.36  | 09/10/2011 | 84,845.80  | 09/15/2012 | 61,838.04  | 09/14/2013 | 53,374.22  |
| 09/19/2009   | 70,010.15  | 09/18/2010 | 67,638.78  | 09/17/2011 | 66,748.62  | 09/22/2012 | 56,996.90  | 09/21/2013 | 54,277.94  |
| 09/26/2009   | 69,316.87  | 09/25/2010 | 70,435.06  | 09/24/2011 | 68,929.80  | 09/29/2012 | 61,611.40  | 09/28/2013 | 54,881.50  |
| 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 |

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TOTALS **4041141.56**

**4016541.01**

**4124906.8**

**3580645.18**

**1229671**

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**Table Game Revenue**

| <b>Date</b>            | <b>Amount</b>    | <b>Date</b>            | <b>Amount</b>     | <b>Date</b>            | <b>Amount</b>     | <b>Date</b>            | <b>Amount</b>    |
|------------------------|------------------|------------------------|-------------------|------------------------|-------------------|------------------------|------------------|
| July/August, 2010      | 154,185.68       | July, 2011             | 141,718.01        | July, 2012             | 138,663.64        | July, 2013             | 99,274.36        |
| September, 2010        | 94,247.84        | August, 2011           | 137,473.92        | August, 2012           | 133,245.83        | August, 2013           | 111,427.75       |
| 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        |                        |                  |
| <b>Total 2010-2011</b> | <b>1297391.7</b> | <b>Total 2011-2012</b> | <b>1602900.84</b> | <b>Total 2012-2013</b> | <b>1530462.31</b> | <b>Total 2013-2014</b> | <b>210702.11</b> |

**Table Game Revenue Distribution - Jefferson County School Board**

| <b>Date</b>            | <b>Amount</b>       | <b>Date</b>            | <b>Amount</b>       | <b>Date</b>            | <b>Amount</b>     |
|------------------------|---------------------|------------------------|---------------------|------------------------|-------------------|
| July, 2011             | 425,154.03          | July, 2012             | 415,990.92          | July, 2013             | 297,823.08        |
| August, 2011           | 412,421.76          | August, 2012           | 399,737.49          | August, 2013           | 334,283.25        |
| September, 2011        | 331,125.75          | September, 2012        | 382,597.20          |                        |                   |
| October, 2011          | 372,821.82          | October, 2012          | 379,446.06          |                        |                   |
| November, 2011         | 363,356.61          | November, 2012         | 403,331.79          |                        |                   |
| December, 2011         | 421,529.79          | December, 2012         | 440,033.75          |                        |                   |
| January, 2012          | 413,438.04          | January, 2013          | 397,951.05          |                        |                   |
| February, 2012         | 428,310.03          | February, 2013         | 381,857.07          |                        |                   |
| March, 2012            | 455,536.38          | March, 2013            | 447,100.86          |                        |                   |
| April, 2012            | 383,586.78          | April, 2013            | 316,635.69          |                        |                   |
| May, 2012              | 413,715.39          | May, 2013              | 329,242.14          |                        |                   |
| June, 2012             | 387,706.12          | June, 2013             | 314,410.11          |                        |                   |
| <b>Total 2011-2012</b> | <b>4,808,702.50</b> | <b>Total 2012-2013</b> | <b>4,608,334.13</b> | <b>Total 2013-2014</b> | <b>632,106.33</b> |