

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, JUNE 5, 2014
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

- May 29, 2014 Regular Meeting

APPROVAL OF PURCHASE ORDERS

- June 5, 2014

APPROVAL OF ACCOUNTS PAYABLE

- June 5, 2014

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 9:45 a.m. Roger Goodwin, Chief County Engineer
 - Summit View Estates Subdivision (JCPC File No. 03-21) - Approval of agreement with United Bank, Inc. For the completion of the subdivision site work - Discussion/Action
 - Complete Bond Release Suzanne L. Walls - Walls Nursery - Discussion/Action
 - Complete Bond Release Summit Point Baptist Church - Discussion/Action
 - Partial Bond Release U.S. Coast Guard Office Building Project - Discussion/Action
 - Tolling of Bonding Request - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 - Discussion/Action
 - Letter of Credits due to expire on July 15, 2014 - Discussion/Action

2. 10:15 a.m. Elizabeth Wheeler, Jefferson County Farmland Protection Board
- Approval of purchase of one Agricultural Conservation Easement -
Discussion/Action

10:30 a.m. **BREAK**

3. 10:45 a.m. Approval of the Jefferson County Emergency Services Fee Ordinance -
Discussion/Action
4. 11:15 a.m. Tim Stanton, Finance Director
- Budget Transfers - Discussion/Action
- Budget Overview

NEW BUSINESS

5. Approval of contract with J.H. Consulting, LLC to update the Jefferson County COOP
(Continuity of Operations Plan) - Discussion/Action
6. Establishment of a date/time for WVDOH Road Summit for Jefferson County -
Discussion/Action (DM)
7. Set a date for PSD presentation to the County Commission outlining the 15 million dollar
sewer project including its impact on the ratepayers - Discussion/Action (DM)
8. Approval of Contract for the Jefferson County Website - Discussion/Action
9. Approval of Contract for the Broker of Record - Discussion/Action
10. Approval of Request For Proposal - Information Technology Support Services -
Discussion/Action

COUNTY ADMINISTRATOR REPORTS

COUNTY COMMISSION REPORTS

11. 12:30 p.m. **BREAK FOR LUNCH**

~~~~~ **AFTERNOON SESSION** ~~~~~

12. 1:30 p.m. Patti Hamilton, West Virginia Association of Counties  
- Legislative Update and Association Update
13. **ADJOURN**

## **CORRESPONDENCE/INFORMATION**

Notice of Closure of County Offices on Friday, June 20, 2014 in observance of West Virginia Day.

Jefferson County Commission Notice in Intent to Appoint to the HOME Consortium Council.

Jefferson County Commission Notice of Intent to Appoint to the Jefferson County Property Safety Enforcement Agency.

Jefferson County Commission Notice of Intent to Appoint to the Jefferson County Planning Commission.

Jefferson County Commission Notice of Intent to Appoint to the Board of Zoning Appeals.

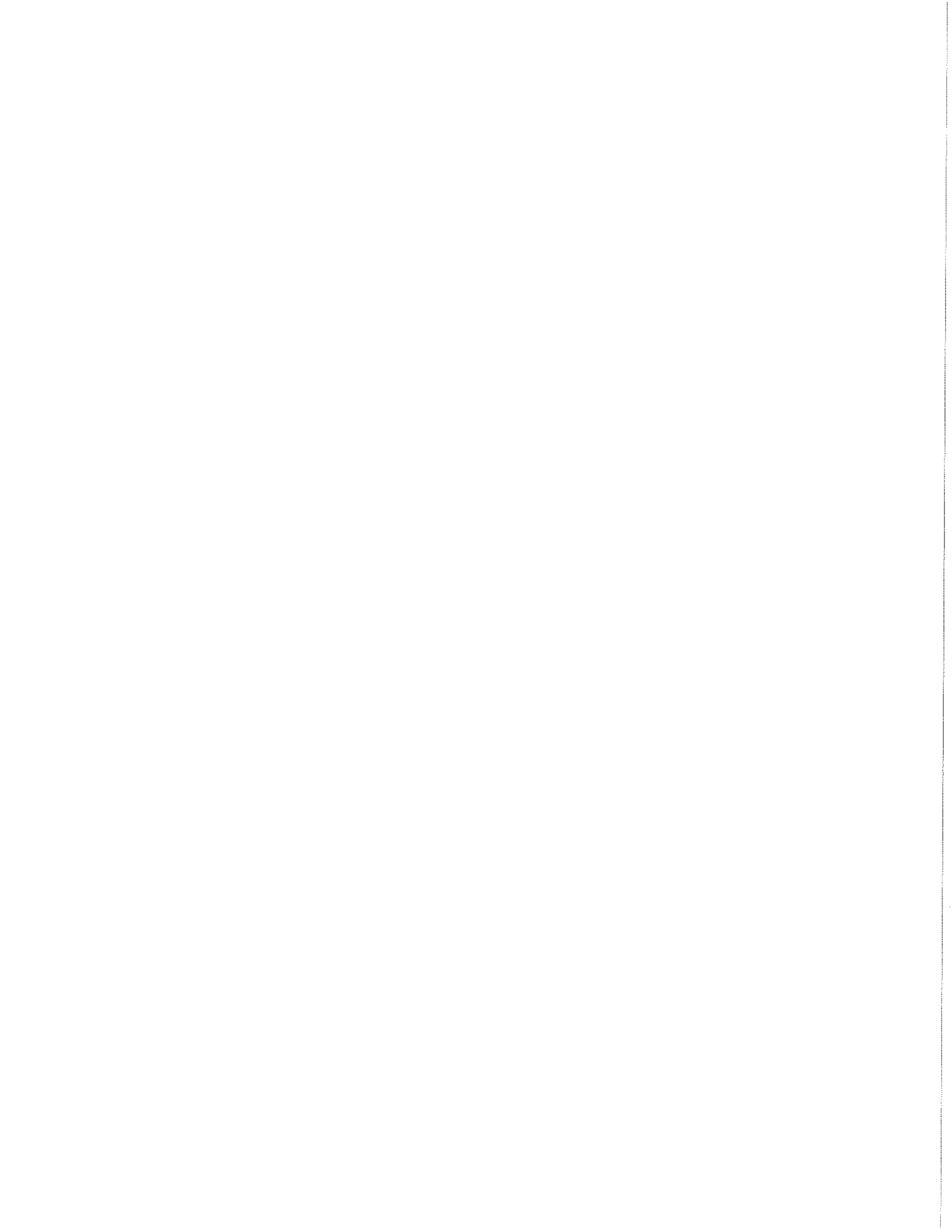
Letter from Margaret W. Davies, citizen, regarding the proposed ambulance fee.

Letter from the Loudoun County Planning Department re: a Public Hearing on the Zoning Map Amendment regarding the mapping of the recently adopted Route 28 Optional Overlay Zoning Districts.

Letter from the Loudoun County Planning Department re: a Public Hearing on a Comprehensive Plan Amendment regarding the Greenway Transit Connector, Lexington Drive (Route 3000), Miller Drive, Riverside Parkway (Route 2401), and Shaw Road (Route 636).

WV Lottery Weekly Settlement for Charles Town, week ending May 17, 2014.

*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, May 29, 2014**

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A meeting of the Jefferson County Commission was held on Thursday, May 29, 2014 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, Jessica Carroll, Executive Administrative Assistant and Jimmy Eddy, Bailiff. (An audio file of the Thursday, May 29, 2014 meeting is available through the Jefferson County Commission Office.)

**PLEDGE OF ALLEGIANCE**

Commissioner Noland led the Pledge of Allegiance.

**CERTIFICATION OF VOTE FOR UNITED STATES SENATE SEAT**

**Motion by Mr. Manuel to certify the vote for the United States Senate race for West Virginia. Motion seconded and unanimously approved.**

**APPROVAL OF MINUTES**

**Motion by Ms. Tabb to approve the Regular Meeting Minutes from May 15, 2014 with noted corrections. Motion seconded and unanimously approved.**

**Motion by Ms. Noland to approve the Special Session Minutes from the May 19, 2014 - Primary Election Canvass. Motion seconded and unanimously approved.**

**Motion by Ms. Widmyer to approve the Public Hearing Minutes from May 22, 2014. Motion seconded and unanimously approved.**

**APPROVAL OF PURCHASE ORDERS**

**Motion by Mr. Manuel to approve Purchase Orders in the amount of \$121,459.84 to include Purchase Order Numbers 52396, 51469, 52449, 52450, 52576, 52235, 52239, 52548, 52552, 52555, 52556, 52020, 52394, 52395, 52399, 52605, 52606, 52607, 52216, and 52677. Motion seconded and unanimously approved.**

**APPROVAL OF ACCOUNTS PAYABLE**

| CHCKNO | DEPT    | VENDOR                   | PONUM | POAMT        | NOAMT        | CHECK AMOUNT |
|--------|---------|--------------------------|-------|--------------|--------------|--------------|
| 072168 | PAYROLL | AMERICAN FAMILY LIFE ICU |       | \$ -         | \$ 4,247.44  | \$ 4,247.44  |
| 072169 | 412     | COMCAST                  |       | \$ -         | \$ 80.50     | \$ 80.50     |
| 072169 | 425     | COMCAST                  |       | \$ -         | \$ 447.07    | \$ 447.07    |
| 072170 | 700     | ASR-APPAREL SEWN RIGHT   | 51972 | \$ 733.92    | \$ -         | \$ 733.92    |
| 072171 | 424     | BOLAND SERVICES          | 51763 | \$ 270.00    | \$ -         | \$ 270.00    |
| 072171 | 425     | BOLAND SERVICES          | 51764 | \$ 427.00    | \$ -         | \$ 427.00    |
| 072172 | PAYROLL | BUREAU F/CHILD SUPPORT   |       | \$ -         | \$ 49.85     | \$ 49.85     |
| 072173 | PAYROLL | BUREAU FOR CHILD SUPPORT |       | \$ -         | \$ 28.85     | \$ 28.85     |
| 072174 | PAYROLL | BUREAU F/CHILD SPRT ENF  |       | \$ -         | \$ 212.31    | \$ 212.31    |
| 072175 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -         | \$ 461.54    | \$ 461.54    |
| 072176 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -         | \$ 119.54    | \$ 119.54    |
| 072177 | PAYROLL | BUREAU OF CHILD SUPPORT  |       | \$ -         | \$ 530.77    | \$ 530.77    |
| 072178 | 717     | BATTERY MART             | 52278 | \$ 239.85    | \$ -         | \$ 239.85    |
| 072179 | 413     | CASTO & HARRIS INC       | 52445 | \$ 30,467.53 | \$ -         | \$ 30,467.53 |
| 072180 | PAYROLL | VA DEPT OF TAXATION      |       | \$ -         | \$ 162.17    | \$ 162.17    |
| 072181 | 700     | CDW-GOVERNMENT LLC       | 51967 | \$ 562.73    | \$ -         | \$ 562.73    |
| 072182 | PAYROLL | CHILD SUPPORT ENFORCE AG |       | \$ -         | \$ 27.69     | \$ 27.69     |
| 072183 | PAYROLL | COLONIAL LIFE            |       | \$ -         | \$ 516.18    | \$ 516.18    |
| 072184 | PAYROLL | DIVERSIFIED COLLECTION   |       | \$ -         | \$ 154.83    | \$ 154.83    |
| 072185 | 401     | FEDEX                    |       | \$ -         | \$ 108.76    | \$ 108.76    |
| 072186 | 425     | FIRE SAFETY EQUIP        | 52389 | \$ 295.00    | \$ -         | \$ 295.00    |
| 072187 | 415     | GENERAL COUNTY FUND-J FE |       | \$ -         | \$ 25,891.75 | \$ 25,891.75 |
| 072188 | 413     | STEPHANIE GROVE          |       | \$ -         | \$ 7.22      | \$ 7.22      |
| 072189 | 406     | GLOBAL SCIENCE & TECH    | 52305 | \$ 56.99     | \$ -         | \$ 56.99     |
| 072190 | 424     | GRIFFITH ENERGY SERVICE  |       | \$ -         | \$ 1,620.66  | \$ 1,620.66  |
| 072191 | 716     | HILLSIDE VETERINARY HOSP | 51947 | \$ 407.41    | \$ -         | \$ 407.41    |
| 072192 | 402     | JERRI HERBERT            |       | \$ -         | \$ 91.00     | \$ 91.00     |
| 072193 | PAYROLL | ING NATIONAL TRUST       |       | \$ -         | \$ 2,850.00  | \$ 2,850.00  |
| 072194 | 412     | JEFFERSON PUBLISH CO INC | 50018 | \$ 31.02     | \$ -         | \$ 31.02     |
| 072194 | 401     | JEFFERSON PUBLISH CO INC |       | \$ -         | \$ 135.00    | \$ 135.00    |
| 072195 | 433     | JONES ARCHITECTS         | 51383 | \$ 160.00    | \$ -         | \$ 160.00    |

|        |         |                          |       |             |              |              |
|--------|---------|--------------------------|-------|-------------|--------------|--------------|
| 072196 | PAYROLL | JEFFERSON SECURITY BANK  |       | \$ -        | \$ 40.00     | \$ 40.00     |
| 072196 | PAYROLL | JEFFERSON SECURITY BANK  |       | \$ -        | \$ 5,268.00  | \$ 5,268.00  |
| 072197 | 405     | LYNDSEY W. MATSCHAT      |       | \$ -        | \$ 366.80    | \$ 366.80    |
| 072198 | 700     | MIDWEST RADAR & EQUIPMEN | 51966 | \$ 1,080.00 | \$ -         | \$ 1,080.00  |
| 072199 | PAYROLL | COMPTROLLER OF MARYLAND  |       | \$ -        | \$ 526.40    | \$ 526.40    |
| 072200 | 402     | JENNIFER S. MAGHAN       |       | \$ -        | \$ 91.00     | \$ 91.00     |
| 072201 | 402     | GAIL MAGAHA              |       | \$ -        | \$ 91.00     | \$ 91.00     |
| 072202 | PAYROLL | HELEN M. MORRIS, TRUSTEE |       | \$ -        | \$ 150.00    | \$ 150.00    |
| 072203 | PAYROLL | NATIONWIDE RETIREMENT    |       | \$ -        | \$ 749.00    | \$ 749.00    |
| 072204 | 405     | NDAА-NATL DIST ATTYS ASS | 52215 | \$ 195.00   | \$ -         | \$ 195.00    |
| 072205 | 700     | NVCJA-N.VA CRIMINAL JSTC | 51975 | \$ 650.00   | \$ -         | \$ 650.00    |
| 072206 | 425     | OFFICEMAX                | 52604 | \$ 69.96    | \$ -         | \$ 69.96     |
| 072207 | 404     | PIFER OFFICE SUPPLY, INC | 52402 | \$ 479.49   | \$ -         | \$ 479.49    |
| 072207 | 406     | PIFER OFFICE SUPPLY, INC | 52430 | \$ 293.00   | \$ -         | \$ 293.00    |
| 072208 | 424     | POTOMAC EDISON/OH        |       | \$ -        | \$ 1,714.60  | \$ 1,714.60  |
| 072208 | 425     | POTOMAC EDISON/OH        |       | \$ -        | \$ 16,600.18 | \$ 16,600.18 |
| 072209 | 401     | RICOH USA, INC./GA       |       | \$ -        | \$ 252.73    | \$ 252.73    |
| 072209 | 403     | RICOH USA, INC./GA       |       | \$ -        | \$ 287.58    | \$ 287.58    |
| 072209 | 404     | RICOH USA, INC./GA       |       | \$ -        | \$ 123.90    | \$ 123.90    |
| 072209 | 405     | RICOH USA, INC./GA       |       | \$ -        | \$ 423.90    | \$ 423.90    |
| 072209 | 406     | RICOH USA, INC./GA       |       | \$ -        | \$ 123.90    | \$ 123.90    |
| 072209 | 425     | RICOH USA, INC./GA       |       | \$ -        | \$ 48.10     | \$ 48.10     |
| 072209 | 433     | RICOH USA, INC./GA       |       | \$ -        | \$ 197.41    | \$ 197.41    |
| 072209 | 440     | RICOH USA, INC./GA       |       | \$ -        | \$ 197.41    | \$ 197.41    |
| 072209 | 700     | RICOH USA, INC./GA       |       | \$ -        | \$ 295.90    | \$ 295.90    |
| 072209 | 712     | RICOH USA, INC./GA       |       | \$ -        | \$ 267.08    | \$ 267.08    |
| 072210 | 717     | RICE TIRES CO            | 52397 | \$ 206.56   | \$ -         | \$ 206.56    |
| 072211 | 413     | SHEPHERDSTOWN CHRONICLE  | 52446 | \$ 5,424.32 | \$ -         | \$ 5,424.32  |
| 072212 | 403     | SOFTWARE SYSTEMS, INC    | 51439 | \$ 338.26   | \$ -         | \$ 338.26    |
| 072212 | 424     | SOFTWARE SYSTEMS, INC    | 51439 | \$ 450.00   | \$ -         | \$ 450.00    |
| 072213 | 404     | SPECIALTY BUS SUPPLIES   | 52403 | \$ 249.25   | \$ -         | \$ 249.25    |
| 072214 | 408     | STATE TAX DEPARTMENT     |       | \$ -        | \$ 10,458.11 | \$ 10,458.11 |
| 072215 | 700     | SUPERIOR AUTO BODY       | 51968 | \$ 1,106.78 | \$ -         | \$ 1,106.78  |
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 0.72      | \$ 0.72      |
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 3.10      | \$ 3.10      |
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 44,987.54 | \$ 44,987.54 |
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 10,521.28 | \$ 10,521.28 |
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 23.14     | \$ 23.14     |
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 98.96     | \$ 98.96     |
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 2.04      | \$ 2.04      |

|        |         |                          |       |             |              |              |
|--------|---------|--------------------------|-------|-------------|--------------|--------------|
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 114.27    | \$ 114.27    |
| 072216 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 42,538.05 | \$ 42,538.05 |
| 072217 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 31,204.82 | \$ 31,204.82 |
| 072217 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 105.85    | \$ 105.85    |
| 072217 | PAYROLL | SHERIFF OF JEFFERSON CO  |       | \$ -        | \$ 1.10      | \$ 1.10      |
| 072218 | PAYROLL | WV DEPUTY SHRF RETIREMEN |       | \$ -        | \$ 15,980.51 | \$ 15,980.51 |
| 072218 | PAYROLL | WV DEPUTY SHRF RETIREMEN |       | \$ -        | \$ 10,448.81 | \$ 10,448.81 |
| 072219 | 424     | SOFTWARE SYSTEMS, INC.   |       | \$ -        | \$ 19,960.43 | \$ 19,960.43 |
| 072220 | GRANT   | TPS TOWN POLICE SUPPLY   | 51976 | \$ 1,757.00 | \$ -         | \$ 1,757.00  |
| 072220 | 700     | TPS TOWN POLICE SUPPLY   | 51969 | \$ 350.00   | \$ -         | \$ 350.00    |
| 072221 | 425     | TRI COUNTY RENTAL INC    | 52398 | \$ 99.95    | \$ -         | \$ 99.95     |
| 072222 | 712     | UPS                      |       | \$ -        | \$ 36.07     | \$ 36.07     |
| 072223 | 425     | VALLEY HARDWARE COMPANY  |       | \$ -        | \$ 7.74      | \$ 7.74      |
| 072224 | 716     | VALLEY PET CEMETERY      | 51948 | \$ 253.00   | \$ -         | \$ 253.00    |
| 072225 | PAYROLL | WV PUB EMP RETIRE SYS    |       | \$ -        | \$ 25,638.91 | \$ 25,638.91 |
| 072225 | PAYROLL | WV PUB EMP RETIRE SYS    |       | \$ -        | \$ 82,613.81 | \$ 82,613.81 |
| 072225 | PAYROLL | WV PUB EMP RETIRE SYS    |       | \$ -        | \$ 3.65      | \$ 3.65      |
| 072225 | PAYROLL | WV PUB EMP RETIRE SYS    |       | \$ -        | \$ 1.13      | \$ 1.13      |
| 072226 | PAYROLL | WV CPRB/LOAN DIVISION    |       | \$ -        | \$ 166.50    | \$ 166.50    |
| 072227 | 413     | LOCKE WYSONG             |       | \$ -        | \$ 21.09     | \$ 21.09     |
| 072228 | 405     | WV PROS.ATTYS ASSOC/WVPA | 52214 | \$ 2,000.00 | \$ -         | \$ 2,000.00  |
| 072229 | 413     | BETHEL METHODIST CHURCH  |       | \$ -        | \$ 100.00    | \$ 100.00    |
| 072230 | 413     | CAMP HILL WESLEY UNITED  |       | \$ -        | \$ 150.00    | \$ 150.00    |
| 072231 | 413     | CHARLES TOWN BAPTIST     |       | \$ -        | \$ 100.00    | \$ 100.00    |
| 072232 | 413     | COVENANT BAPTIST CHURCH  |       | \$ -        | \$ 100.00    | \$ 100.00    |
| 072233 | 413     | FIRST BAPTIST CHURCH     |       | \$ -        | \$ 100.00    | \$ 100.00    |
| 072234 | 413     | KABLETOWN METHODIST CHRC |       | \$ -        | \$ 150.00    | \$ 150.00    |
| 072235 | 413     | LEETOWN METHODIST CHURCH |       | \$ -        | \$ 100.00    | \$ 100.00    |
| 072236 | 413     | JEAN L ROBERTS           |       | \$ -        | \$ 8.88      | \$ 8.88      |
| 072237 | 413     | BARBARA L SULLIVAN       |       | \$ -        | \$ 50.00     | \$ 50.00     |
| 072238 | 413     | JAMES EDDY               |       | \$ -        | \$ 17.76     | \$ 17.76     |
| 072239 | 413     | SHEPHERDSTOWN FIRE DEPT  |       | \$ -        | \$ 200.00    | \$ 200.00    |
| 072240 | 413     | CHARLES HENRY            |       | \$ -        | \$ 3.33      | \$ 3.33      |
| 072241 | 413     | BLUE RIDGE MTN VOL FIRE  |       | \$ -        | \$ 100.00    | \$ 100.00    |
| 072242 | 413     | NORA DRISH               |       | \$ -        | \$ 24.98     | \$ 24.98     |
| 072243 | 413     | OAKLAND METHODIST CHURCH |       | \$ -        | \$ 100.00    | \$ 100.00    |
| 072244 | 413     | MARY R. RING             |       | \$ -        | \$ 23.31     | \$ 23.31     |
| 072245 | 413     | PAUL WILT                |       | \$ -        | \$ 17.76     | \$ 17.76     |
| 072246 | 413     | JEFFERSON COUNTY COUNCIL |       | \$ -        | \$ 100.00    | \$ 100.00    |
| 072247 | 413     | VIVIAN HENRY             |       | \$ -        | \$ 11.10     | \$ 11.10     |

|              |     |                          |  |                     |                      |                      |
|--------------|-----|--------------------------|--|---------------------|----------------------|----------------------|
| 072248       | 413 | GARY HENRY               |  | \$ -                | \$ 5.55              | \$ 5.55              |
| 072249       | 413 | CATHRYN JACKSON          |  | \$ -                | \$ 7.22              | \$ 7.22              |
| 072250       | 413 | ANITA FLESHMAN           |  | \$ -                | \$ 24.42             | \$ 24.42             |
| 072251       | 413 | ROBERT GRAF SR.          |  | \$ -                | \$ 25.53             | \$ 25.53             |
| 072252       | 413 | ELIZABETH COYLE          |  | \$ -                | \$ 22.20             | \$ 22.20             |
| 072253       | 413 | MELINDA MAYE             |  | \$ -                | \$ 22.20             | \$ 22.20             |
| 072254       | 413 | REBECCA JONES            |  | \$ -                | \$ 11.10             | \$ 11.10             |
| 072255       | 413 | DEVON ENGLE              |  | \$ -                | \$ 16.65             | \$ 16.65             |
| 072256       | 413 | TRINITY EPISCOPAL CHURCH |  | \$ -                | \$ 100.00            | \$ 100.00            |
| 072257       | 413 | DEBORAH LONGO            |  | \$ -                | \$ 16.65             | \$ 16.65             |
| 072258       | 413 | LAUREN JONES             |  | \$ -                | \$ 33.30             | \$ 33.30             |
| 072259       | 413 | JENNIFER SCHULTZ         |  | \$ -                | \$ 23.31             | \$ 23.31             |
| 072260       | 413 | JENNIFER COGLE           |  | \$ -                | \$ 17.76             | \$ 17.76             |
| 072261       | 413 | ANGELA BREEDEN           |  | \$ -                | \$ 16.65             | \$ 16.65             |
| 072262       | 413 | PETER FRICKE             |  | \$ -                | \$ 27.75             | \$ 27.75             |
| 072263       | 413 | KIMBERLY HAMILTON        |  | \$ -                | \$ 22.20             | \$ 22.20             |
| 072264       | 413 | LORNA FRYE               |  | \$ -                | \$ 17.76             | \$ 17.76             |
| 072265       | 413 | FELLOWSHIP BIBLE CHURCH  |  | \$ -                | \$ 200.00            | \$ 200.00            |
| 072266       | 413 | SUMMIT PT BAPTIST CHURCH |  | \$ -                | \$ 100.00            | \$ 100.00            |
| 072267       | 413 | TERESA FORSYTH           |  | \$ -                | \$ 4.44              | \$ 4.44              |
| 072268       | 413 | JEFFERSON ACADEMY        |  | \$ -                | \$ 200.00            | \$ 200.00            |
| 072269       | 413 | KELLI TIONG              |  | \$ -                | \$ 6.11              | \$ 6.11              |
| 072270       | 413 | JANICA SPIES             |  | \$ -                | \$ 37.74             | \$ 37.74             |
| 072271       | 413 | SHARON HALL              |  | \$ -                | \$ 11.10             | \$ 11.10             |
| 072272       | 413 | LORETTA JONES            |  | \$ -                | \$ 40.52             | \$ 40.52             |
| 072273       | 413 | JACOB PERRY              |  | \$ -                | \$ 50.00             | \$ 50.00             |
| 072274       | 413 | IDZELL B. WALLACE        |  | \$ -                | \$ 50.00             | \$ 50.00             |
| 072275       | 413 | JOHN LINDBERG            |  | \$ -                | \$ 50.00             | \$ 50.00             |
| 072276       | 413 | ODBERT COURTNEY          |  | \$ -                | \$ 50.00             | \$ 50.00             |
| 072277       | 413 | KENNETH MITCHELL III     |  | \$ -                | \$ 100.00            | \$ 100.00            |
|              |     |                          |  |                     |                      |                      |
| <b>TOTAL</b> |     |                          |  |                     |                      | <b>\$ 411,916.95</b> |
| <b>TOTAL</b> |     |                          |  | <b>\$ 48,654.02</b> | <b>\$ 363,262.93</b> | <b>\$ 411,916.95</b> |

**Motion by Ms. Tabb to approve the Accounts Payable for May 22, 2014 in the amount of \$411,916.95. Motion seconded and unanimously approved.**

| CHCKNO       | DEPT | VENDOR                    | PONUM | POAMT              | NOAMT               | CHECK AMOUNT        |
|--------------|------|---------------------------|-------|--------------------|---------------------|---------------------|
| 072279       | 425  | COMCAST                   |       | \$ -               | \$ 184.90           | \$ 184.90           |
| 072280       | 712  | AT&T/GA                   |       | \$ -               | \$ 15.81            | \$ 15.81            |
| 072281       | 405  | ABA - AMERICAN BAR ASSOC  | 52676 | \$ 225.00          | \$ -                | \$ 225.00           |
| 072282       | 712  | B-K OFFICE SUPPLY INC     | 52553 | \$ 160.16          | \$ -                | \$ 160.16           |
| 072283       | 401  | 201 N. GEORGE ST LLC      |       | \$ -               | \$ 9,638.92         | \$ 9,638.92         |
| 072284       | 712  | FRONTIER WV, INC          |       | \$ -               | \$ 380.00           | \$ 380.00           |
| 072285       | 405  | KIMBERLEY CROCKETT        |       | \$ -               | \$ 138.00           | \$ 138.00           |
| 072285       | 405  | KIMBERLEY CROCKETT        |       | \$ -               | \$ 212.80           | \$ 212.80           |
| 072286       | 425  | DEHAVEN BERKELEY SPRINGS  |       | \$ -               | \$ 18.85            | \$ 18.85            |
| 072287       | 413  | VIVIAN FIELDS             |       | \$ -               | \$ 12.21            | \$ 12.21            |
| 072288       | 433  | JESSICA GORMONT           |       | \$ -               | \$ 142.00           | \$ 142.00           |
| 072289       | 402  | SALLY GRAN                |       | \$ -               | \$ 17.92            | \$ 17.92            |
| 072289       | 413  | SALLY GRAN                |       | \$ -               | \$ 5.55             | \$ 5.55             |
| 072290       | 402  | JEFFERSON PUBLISH CO INC  | 52452 | \$ 151.60          | \$ -                | \$ 151.60           |
| 072290       | 403  | JEFFERSON PUBLISH CO INC  | 51470 | \$ 148.50          | \$ -                | \$ 148.50           |
| 072291       | 712  | ROBERT E. JONES III       |       | \$ -               | \$ 1,000.00         | \$ 1,000.00         |
| 072292       | 712  | LANGUAGE LINE SERVICES    |       | \$ -               | \$ 739.06           | \$ 739.06           |
| 072293       | 412  | JUDITH A MATLICK          |       | \$ -               | \$ 553.23           | \$ 553.23           |
| 072294       | 711  | BARBARA J. MILLER         |       | \$ -               | \$ 276.00           | \$ 276.00           |
| 072295       | 711  | BARBARA J. MILLER         |       | \$ -               | \$ 138.00           | \$ 138.00           |
| 072296       | 401  | JESSICA OWENS             |       | \$ -               | \$ 275.00           | \$ 275.00           |
| 072297       | 711  | JESSICA OWENS             |       | \$ -               | \$ 276.00           | \$ 276.00           |
| 072298       | 425  | RCS SECURITY              |       | \$ -               | \$ 132.00           | \$ 132.00           |
| 072299       | 712  | UPS                       |       | \$ -               | \$ 196.04           | \$ 196.04           |
| 072300       | 405  | THOMSON REUTERS - WEST    | 51638 | \$ 782.25          | \$ -                | \$ 782.25           |
| 072301       | 425  | WM OF WEST VIRGINIA, INC  |       | \$ -               | \$ 161.92           | \$ 161.92           |
| 072302       | 401  | WV DEPT O/TAX AND REVENUE |       | \$ -               | \$ 9.74             | \$ 9.74             |
| 072303       | 412  | MICHAEL WITHROW           |       | \$ -               | \$ 50.18            | \$ 50.18            |
|              |      |                           |       |                    |                     |                     |
| <b>TOTAL</b> |      |                           |       |                    |                     | <b>\$ 16,041.64</b> |
| <b>TOTAL</b> |      |                           |       | <b>\$ 1,467.51</b> | <b>\$ 14,574.13</b> | <b>\$ 16,041.64</b> |

**Motion by Ms. Noland to approve the Accounts Payable for May 29, 2014 in the amount of \$16,041.64. Motion seconded and unanimously approved.**

**PUBLIC COMMENT:**

Debbie Keyser, County Administrator – introduced Carol Swiger, the newly hired Fee Collector/Administrative Assistant, and gave a few details about work Carol has done in her first week as a County employee.

## PRESENTATIONS

1. Pete Dougherty, Sheriff
  - A. Requested the approval to hire Joseph Grantham as a Deputy to fill an existing vacancy from the resignation of Deputy Phoebe Leber.
    - **Motion by Ms. Noland to approve the hiring of Joseph Grantham as Deputy to fill an existing vacancy, with a proposed salary of \$41,300. Motion seconded and unanimously approved.**
  - B. Requested the approval to add William Waters to the approved bailiff list.
    - **Motion by Mr. Manuel to approve the hiring of William Walters as a part-time bailiff. Motion seconded and unanimously approved.**
2. Ralph Lorenzetti, Prosecuting Attorney – requested the approval of a Summer Intern position to assist in the Victim Advocate Department and assure coverage during summer vacations and employee leave of absence.
  - Ms. Keyser informed the Commission Mr. Lorenzetti had withdrawn his request for the approval of a Summer Intern in the Victim Advocate Department.
3. Lynn Fields, Deputy Probate Clerk – requested the Commission accept the resignation of Carol Kable and Larry Fritts, Sr. as Co-Administrators cta dbn on the estate of G. Melvin Fritts, and to approve appointment of Denise Carter as replacement Administrator cta dbn.
  - **Motion by Ms. Noland to approve the resignation of Carol Kable and Larry Fritts, Sr. as the current personal representatives and approve Ms. Carter as the replacement personal representative for the estate of G. Melvin Fritts. Motion seconded and unanimously approved.**
4. Barbara Miller, Director of Homeland Security and Emergency Management – requested the approval of a pass-through grant from the Department of Homeland Security for Jefferson County Schools in the amount of \$26,000.
  - **Motion by Mr. Manuel to approve the pass-through grant from the Department of Homeland Security for Jefferson County Schools in the amount of \$26,000 for the purchase of a Raptor Identification System. Motion seconded and unanimously approved.**
5. The Commission recessed for break at 10:45 am.  
The Commission reconvened at 11:00 am.

6. Bill Polk, Director of Maintenance
  - A. Requested a decision on bids received for Pest Control, Heating Oil, and Propane
    - **Motion by Mr. Manuel to approve the recommendation to enter into a contract with Roach Oil to be the County's heating oil provider. Motion seconded and unanimously approved.**
    - **Motion by Ms. Tabb to approve the recommendation to renew the contract with Thompson Propane. Motion seconded and unanimously approved.**
    - **Motion by Ms. Tabb to approve the recommendation to renew the contract with Ehrlich Pest Control. Motion seconded and unanimously approved.**
  - B. Requested a discussion/decision on cleaning options for the County.
    - Mr. Polk stated he was able to negotiate with Covenant Cleaning Services to reduce the County's cleaning costs to approximately \$77,000 per year, which is less than the previously discussed option of hiring two full-time employees within the Maintenance department to handle the County's cleaning needs.
      - **Motion by Ms. Widmyer to approve the recommendation for cleaning services as presented. Motion seconded and unanimously approved.**
7. Barbara Scott, SPARCS, LLC – requested a Bond Variation Approval.
  - **Motion by Ms. Tabb to approve the Bond Variation from Philadelphia Insurance Company for SPARCS, LLC in lieu of the County's standard bond form. Motion seconded and unanimously approved.**
8. Lyn Widmyer, County Commissioner – requested the approval of a Code of Ethics to be signed by all applicants for County Commission appointed Boards, Commissions, and Committees.
  - **Motion by Ms. Widmyer to approve the Code of Ethics document as reviewed by legal. Motion seconded and unanimously approved.**
  - **Motion by Ms. Widmyer to send the Code of Ethics document to current Boards/Commissions/Committees members to ask for their signatures. Motion seconded and unanimously approved.**
9. Approval of the Revised Boards and Commissions Policy.

The following changes to the Revised Board and Commissions Policy were presented:

- Under “Advertising Process,” strike the specific names of newspapers and replace with “newspapers of record.”
- Strike “*Every effort will be made...*” and replace with “*the public will have...*”
- In addition to the Building Commission, party affiliation is also applicable and necessary for appointments to the Board of Health.
- Eliminate the question regarding personal property tax and replace with: “*Are you able to produce proof of residency in Jefferson County?*”
- Replace current section on felonies and convictions with the following: “*Have you ever been convicted of any felonies? If yes, please list.*”
- Add “In the event of an absence of applicants, the Commission may take action to appoint a ‘last minute’ applicant.”
- It was the consensus of the Commission to delay action on this item until the revisions have been made and a “clean” copy has been brought forth.

10. Commissioner Lyn Widmyer – requested the assurance that the Planning Commission has one representative from each magisterial district.

- **Motion by Ms. Widmyer to establish a policy for the Planning Commission to assure there is at least one representative from each magisterial district. Motion seconded but fails on a vote of 2-3 with Ms. Noland, Mr. Pellish, and Ms. Tabb opposing.**

11. Renewal of the Mutual Aid Agreement between the City of Martinsburg and Jefferson County.

- **Motion by Ms. Widmyer to approve the renewal of the Mutual Aid Agreement between the City of Martinsburg and Jefferson County pending legal review. Motion seconded and unanimously approved.**

12. Appointment to the Jefferson County Safety Enforcement Agency Board.

- **Motion by Ms. Tabb to approve the appointment of Dan Fritsch to the Property Safety Enforcement Agency Board due to the resignation of Fire Chief Ben Money, for one unexpired term ending December 31, 2015.**

13. Approval of Resolution to enter into an agreement with the WV Department of Transportation, Division of Highways for the construction of a shared-use bike path.

- After discussion, it was the consensus of the Commission to direct staff to write a letter to Senators Unger and Snyder, Governor Tomblin, and Delegate Skinner outlying the Commission's concerns with the potential liability of maintaining the bike path and the Commission's inability to commit to future financial obligations, and impress upon them the importance of this project, which can only be completed if the Department of Highways assumes responsibility for the maintenance of the path.

14. Commissioner Lyn Widmyer - requested the approval of a Resolution of Thanks for AHA!/Jefferson Arts Council for their development of Artomatic, the successful, month-long event which promoted local artists and artisans and attracted visitors to the County.

- **Motion by Ms. Widmyer to approve the request for staff to prepare a Resolution of Thanks/Appreciation for the Artomatic event. Motion seconded and unanimously approved.**

15. Discussion of Broker of Record - Commissioner Noland expressed her desire to have consistency, presentations and documentation for the Commission to make decisions regarding RFPs.

- **Motion by Mr. Pellish to advise Ms. Keyser to proceed with securing a contract with Millenium as the new Broker of Record. Motion seconded and unanimously approved.**

### **FINANCE DIRECTOR REPORTS**

Mr. Stanton discussed with the Commission the importance of following Government Accounting Standards Board (GASB) standards. The Government Accounting Standards Board is an organization that creates accounting standards and generally accepted accounting principles that county, state, and local governments are required to follow. Mr. Stanton stated these standards require Jefferson County to be on a modified accrual basis of accounting which is especially important as we come to the end of a fiscal year. Mr. Stanton stated that it is a requirement to post the correct revenue and expenditures to the appropriate year in accordance with modified accrual basis of accounting. There was a consensus of the Commission that the County should follow GASB standards with our accounting be consistent with modified accrual basis of accounting.

## COUNTY ADMINISTRATOR REPORTS

- Wellness Program – Ms. Keyser presented the Commission with a County Wellness Program for 2014-2015 and explained the types of the activities she hoped to schedule. She also stated she would like to provide some sort of incentive for those who choose to participate in the Wellness Program.
  - **Motion by Mr. Manuel to approve the 2014-2015 Wellness Program and allocate \$1,500 for the program incentive. Motion seconded and unanimously approved.**
- Audit – Ms. Keyser stated the auditors would arrive next week and would work out of the basement conference room of Hunter House until the audit was complete.
- Homeland Security - Ms. Keyser stated Barb Miller, Director of Homeland Security, and Jess Owens, Deputy Director of Homeland Security, would be in training next week, and as a result, she and Sandy McDonald would be in charge should an emergency occur.
- Ambulance Fee Update – Ms. Keyser stated she’s been working with Carol Swiger, Ambulance Fee Collector, to move forward with the implementation of the County Ambulance Fee. She thanked Teresa Hendricks and the Berkeley County Ambulance Authority for all of their assistance, and stated she has been in contact with SSI and ordered the files needed.
- Sexual Harassment/Racial Discrimination Training – Ms. Keyser stated she would like to hold a sexual harassment and racial discrimination training class on June 25. It was the consensus of the Commission that this class be mandatory.

## COUNTY COMMISSIONERS’ REPORTS

Jane Tabb

- Attended the Veteran’s Memorial Pavilion Ribbon Cutting at Sam Michael’s Park.
- Attended the 2014 Primary Election Canvass.
- Attended the “Minute to Win It” Fundraiser for Jefferson County Parks and Recreation.
- Attended a Farmland Protection Board meeting.
- Attended a JCESA Board meeting.
- Attended an LEPC meeting.
- Attended a PSD meeting.
- Attended a Homeland Security meeting.
- Attended a special sermon at Zion Episcopal Church regarding farmland protection.
- Attended the Public Hearing on the Jefferson County Emergency Ambulance Service Fee Ordinance.

- Attended the Impact Fee Work Session.

#### Walt Pellish

- Attended the 2014 Primary Election Canvass.
- Attended the Impact Fee Work Session.
- Attended a Development Authority meeting.

#### Patsy Noland

- Attended the Veteran's Memorial Pavilion Ribbon Cutting at Sam Michael's Park.
- Attended the "Minute to Win It" Fundraiser for Jefferson County Parks and Recreation.
- Attended the 2014 Primary Election Canvass.
- Attended a Council on Aging meeting.
- Attended a Parks and Recreation meeting.
- Attended the Public Hearing on the Jefferson County Emergency Ambulance Service Fee Ordinance.
- Attended the Impact Fee Work Session.
- Attended the Annual Circuit Clerk's Banquet.

#### Dale Manuel

- Attended the Veteran's Memorial Pavilion Ribbon Cutting at Sam Michael's Park.
- Attended the 2014 Primary Election Canvass.
- Attended the Strawberry Festival in Buchannon, West Virginia.
- Attended a Water Advisory Committee meeting at the Tuscowilla Hills Sewage Treatment Plant.
- Attended a Jefferson Center meeting.
- Attended a Council on Aging meeting.
- Attended a Parks and Recreation meeting.
- Attended the Public Hearing on the Jefferson County Emergency Ambulance Service Fee Ordinance.
- Attended the Impact Fee Work Session.

#### Lyn Widmyer

- Attended the Minute to Win It Fundraiser for the Jefferson County Parks and Recreation.
- Attended the 2014 Primary Election Canvass.
- Attended the Public Hearing on the Jefferson County Emergency Ambulance Service Fee Ordinance.
- Attended the Impact Fee Work Session.
- Attended a meeting with the Governor's staff.

The Commission recessed at 12:47 pm and stated they would reconvene at 7:00 pm for the Public Hearing on the Ordinance to Dissolve and Reconstitute the Jefferson County Emergency Services Agency.

16. Public Hearing – An Ordinance to Dissolve and Reconstitute the Jefferson County Emergency Services Agency.

- Commissioner Manuel led the Pledge of Allegiance.
- Commissioner Pellish opened the floor for public comment at 7:02 pm. Public comments were made by the following:
  - Jack Wysong, resident and member of the Independent Fire Company – stated the Jefferson County Emergency Services Agency was originally created to provide support to the local fire companies, but over the years, the relationship has become more and more competitive. Mr. Wysong also stated he supports the Commission’s decision to dissolve the JCESA Board as it currently stands and believes it should be rebuilt from “scratch.”
  - Michael Mood, current JCESA Board member and Chief of the Middleway Fire Company – stated he understands the current board may be too large, but believes it will be difficult to accomplish anything if the new board is as small as the one proposed. Mr. Mood also stated he believes the Commission needs to look closely at those who apply for appointment to the JCESA Board, as it’s pointless to select people who do not have background knowledge or skills related to fire and/or emergency medical service.
  - Ross Morgan, resident and Chief of the Shepherdstown Fire Department – spoke in favor of the dissolution and reconstitution of the JCESA Board, as he believes it has been too large for too long.

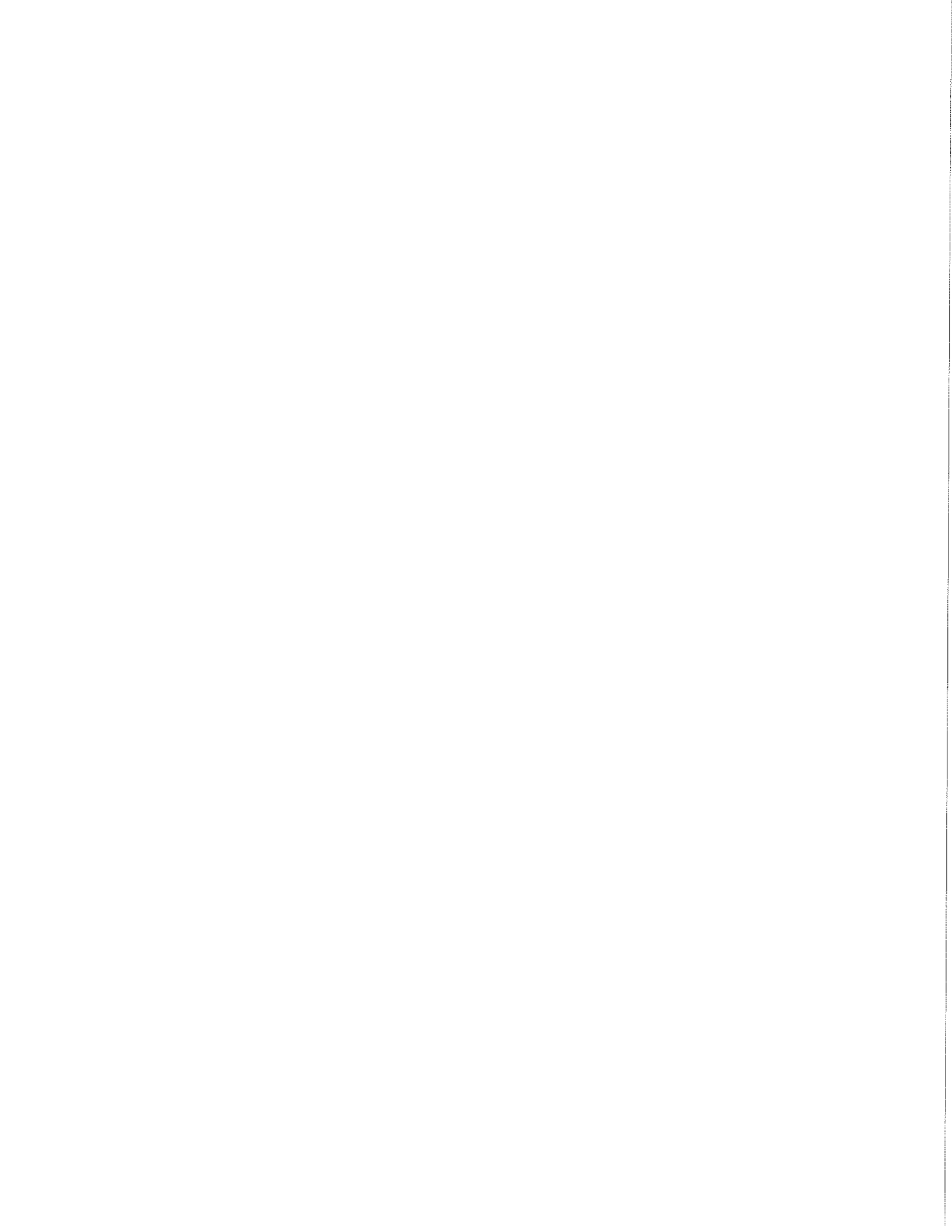
There being no further public comment, the Commission stated the record would remain open for two weeks to allow time for written comment.

17. The Commission meeting was adjourned at 7:12 pm.

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WALT PELLISH, PRESIDENT

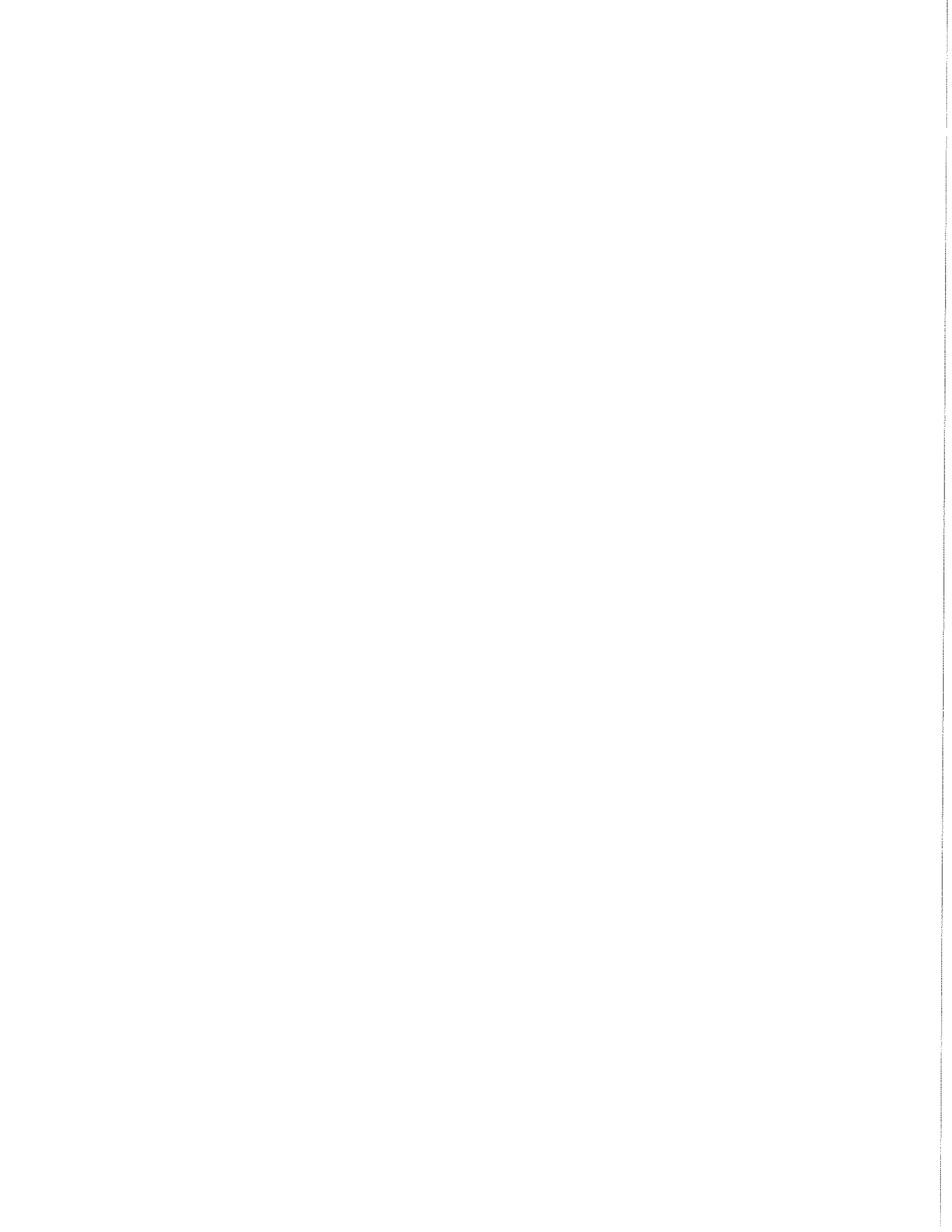
Respectfully submitted  
Jessica D. Carroll  
Administrative Assistant



**PURCHASE ORDERS TO BE APPROVED**

**June 5, 2014**

| DEPARTMENT         | PURCHASE ORDER | AMOUNT              | VENDOR                           | DESCRIPTION                                 |
|--------------------|----------------|---------------------|----------------------------------|---------------------------------------------|
| ASSESSOR           | 51406          | \$ 738.00           | Lakeview Resort                  | Annual Tax Commissioners Mtg.               |
| COMMUNICATIONS     | 52547          | \$ 517.00           | BK Office Supply                 | Supplies                                    |
| ENGINEERING        | 52578          | \$ 1,956.00         | Print-O-Stat, Inc.               | Yearly Maint. Contract for Printer          |
|                    | 52579          | \$ 2,269.00         | BK Office Supply                 | Supplies                                    |
| GIS/ADDRESSING     | 51384          | \$ 2,500.00         | ESRI, Inc.                       | ArcGIS Network Analyst for Desktop          |
|                    | 51385          | \$ 520.00           | WVU GIS Technical Center         | Contracted Services                         |
| OTHER BUILDINGS    | 52608          | \$ 1,267.18         | Daycon                           | Cleaning Supplies                           |
|                    | 52609          | \$ 688.20           | Daycon                           | Cleaning Supplies                           |
|                    | 52612          | \$ 265.00           | Dodson Septic Tank Cleaning, Inc | Pumped tank at Sheriff's sub station        |
| SHERIFF - TAX      | 52406          | \$ 750.00           | Toni Milbourne                   | Typesetting/Proofreading 2013 Del. Tax List |
| <b>GRAND TOTAL</b> |                | <b>\$ 11,470.38</b> |                                  |                                             |



AGENDA REQUEST FORM  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Roger Goodwin, Chief County Engineer

Department or Organization: Engineering Department

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: **June 5, 2014** (this date was established during the stakeholder meeting on April 18<sup>th</sup>)  
*If a specific date is needed, please provide reason for specific date: **Need an answer & approval soon so the site work can be completed during the construction season.***

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

Subject (*Wording to be placed on agenda*): **Summit View Estates Subdivision (JCPC File No. 03-21) – Approval of agreement with United Bank, Inc. for the completion of the subdivision site work.**

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

The Jefferson County Commission is currently holding the construction bond/surety in the amount of \$250,000 due to the developer defaulting on their bonding agreement. These funds are being held in an escrow account. United Bank, Inc., the bond surety provider and financier of the project, wants to complete the remaining site work in exchange for the Jefferson County Commission returning the construction bond/surety funds to United Bank, Inc. The Chief County Engineer is in agreement with the proposal and is asking the county commission for approval to proceed in this manner.

The Engineering Department staff met with Mr. Chris Colbert, Vice President, of United Bank, Inc. and we are in agreement on the work that remains to be completed and Mr. Colbert has obtained a price from a contractor for completing the work.

Acceptance of this proposal allows for the work to get completed sooner since the county is required to go through a lengthy advertising, bidding and bid selection process before the work can begin. It also requires less time and resources from the staff in getting the work done. United Bank, Inc. is essentially acting as an agent for the developer in getting the work done.

Is this a funding request? Y/N **No** If so, how much? \$ **N/A**

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

**Approve allowing staff to work with United Bank, Inc., to complete the remaining site work at the Summit View Estates Subdivision (JCPC File No. 03-21) in exchange for the Jefferson County Commission returning the construction bond/surety funds being held in an escrow account, in the amount of \$250,000, to United Bank, Inc.; and that all work shall be fully complete to the satisfaction of the Chief County Engineer before the funds are returned.**

Attach supporting documents for request, or request may be denied.

If not attached, explain: **See attached May 19, 2014 letter to United Bank, Inc. and Summary of Site Work Remaining to be Completed**

Is equipment needed?      Projector Y/N **No**      Internet/Wi Fi Y/N **No**      Telephone for conference call Y/N **No**

Contact information:

Email address: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org) Phone Number: 304-728-3257

| <u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS</u> |
|------------------------------------------------------------------|
|                                                                  |

**JEFFERSON COUNTY, WEST VIRGINIA**

**Engineering Department**  
116 East Washington Street, Suite 100  
P.O. Box 716  
Charles Town, West Virginia 25414

Roger Goodwin, P.E.  
Engineering Department  
Chief County Engineer

Phone: (304) 728-3257  
Fax: (304) 728-3953  
[rgoodwin@jeffersoncountywv.org](mailto:rgoodwin@jeffersoncountywv.org)

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May 19, 2014

United Bank, Inc.  
7867 Martinsburg Pike  
Shepherdstown, WV 25443

Attn: Mr. Chris Colbert, Vice President

Re: Summit View Estates Subdivision (JCPC File No. 03-21)  
Lots 1 through 26 and Residue (27 lots)

Dear Mr. Colbert,

This letter is a follow up to our meeting on May 6, 2014, regarding the completion of the site work at the Summit View Estates Subdivision.

As we discussed, the Jefferson County Commission is currently holding the construction bond/surety in the amount of \$250,000 due to the developer defaulting on their bonding agreement. These funds are being held in an escrow account. You indicated that United Bank, Inc., the bond surety provider and financier of the project, wants to complete the remaining site work in exchange for the Jefferson County Commission returning the construction bond funds to United Bank, Inc. I am in agreement with your proposal and will present it to the county commission for their approval prior to your beginning the work. I submitted the attached agenda item request for their June 5<sup>th</sup> meeting.

Attached is a summary of the project information and the site work remaining to be completed. Please feel free to contact me if you have any questions.

Sincerely,

Roger Goodwin, P.E.  
Chief County Engineer

Attch.

C: Jonathan Saunders, PE, County Engineer  
Joe Kent, Land Development Inspector  
Rebecca Burns, Bonding Administrator

**Summit View Estates Subdivision**  
**Summary of Site Work Remaining to be Completed**  
**May 19, 2014**

**Project Information:**

Developer: Araby Homes, LLC  
Melynda S. Wilcom-Stone  
349 Keith Drive  
Summit Point, WV 25446

Status with WV Secretary of State for Araby Homes, LLC:  
Control Number 60060,  
Effective Date: 9/25/2003,  
Termination Date: 9/10/2008,  
Termination Reason: Revoked

Original Bond/Surety Amount: \$618,526.00

Bond Expiration Date: November 2, 2007

Surety: United Bank, Inc. – Irrevocable Letter of Credit #0404  
Remaining Bond/Surety Amount: \$250,000.00  
Surety Expiration Date: N/A (last expiration date July 15, 2013)

Surety Contact/Address: Chris Colbert, Vice President  
7867 Martinsburg Pike  
Shepherdstown, WV 25443  
Phone: 304-876-6002

Summit View Estates HOA:

Official Name: Summit View Estates Homeowner Association, Inc.  
HOA President/Director: Melynda S. Wilcom-Stone  
Street: 349 Keith Drive  
City/St./Zip Summit Point, WV 25446

Phone: 304-725-8141  
Email: Unknown

HOA Board Member Names:

There are no elected board officers at this time.

Several phone calls were made to the HOA director Melynda Wilcom-Stone with no response. After making contact with several of the home owners in the Summit View Estates Subdivision, it appears that the lot owners have tried to schedule an HOA meeting but were discouraged by Melynda Wilcom-Stone from doing so.

The lot owners with whom Jonathan Saunders, County Engineer, spoke with mentioned that they hired an attorney; and Angela Snider, the owner of lot 2, said she was going to submit a summarization of what transpired with the attorney. However, the Jefferson County Engineering Department has not received any information.

Engineering Firm: Name/Address/Phone/Engineer-of-Record:

Appalachian Surveys of West Virginia, LLC  
PO Box 35  
Charles Town, WV 25414  
304 725-4572  
Lisa D. McCauley PE, #11740

General Project Description:

The Summit View Estates Subdivision is a twenty-six lot residential subdivision and a residue lot for a total of 27 lots. The project encompasses 109 acres with no lot under three acres in size. The project is located on the west side of Shirley Road, approximately 1 mile north of the intersection of Summit Point Road and Shirley Road.

### **Status of Site Improvements:**

Based on information in the project file and observations made during recent site visits in April and May of 2014, the following is the status of completion of site improvements and work that remains to be completed:

#### **1. Road Culverts & Drainage Swales:**

Based on visual observations, the road culverts, end sections, and rip-rap erosion control appear to be installed in the correct locations as shown on the preliminary plat. At station 47+75 RT, an end section is damaged at Culvert B on the outlet side and requires replacement.

Also, the inlet protection devices and the sediment control device (SCD) at all roadway culverts are to be removed and the rip-rap outlet protection needs to be cleaned of sediment after the site stabilization is completed.

The roadway drainage swales shall have shall have ditch line material installed as specified on the Preliminary Plan sheet 19 of 19.

In addition, an as-built certification for the roadway culverts remains to be submitted by the developer.

2. Water System:

The project proposed individual wells for potable water for each lot. Locations are shown on the Preliminary Plat. Individual wells are to be installed by the lot owner; therefore, this item is not required to be bonded.

3. Sanitary Sewer System:

The project proposed individual septic fields for waste water disposal for each lot. Locations are shown on the Preliminary Plat. Individual septic systems are to be installed by the lot owner; therefore, this item is not required to be bonded.

4. Traffic Signs:

The eight "25 MPH" signs, three "Stop" signs and a "Private Drive" sign, shown on the Preliminary Plat, are not installed at this time and remain to be installed. The street name signs appear to be in place in accordance with the Preliminary Plat.

5. Storm Water Management Basins/Facilities:

The Jefferson County Engineering Department staff visited the site to verify the status of the storm water management facility. The SWM basin concrete weir walls appear to be in place for both ponds with the temporary sediment and erosion control (SEC) devices still in place. The temporary SEC devices need to be removed and the water quantity and quality control devices need to be installed as shown on the Preliminary Plat, Sheet 19.

Also, the berms for both basins shall have all brush/woody plant vegetation removed and the berms brought to plan dimensions then stabilized.

In Phase 3 of the project, the water quality swale appears to not be installed. The details and cross sections for the water quality swale are shown on Sheet 19, and the plan view is shown on Sheet 8. Installation of the water quality swale consists of excavation of a trench 2' wide by 4' deep (which appears to require approximately an additional 1-1/2' depth of excavation compared to what is currently constructed) by 390' long, then placement of filter fabric, 1' depth of sand, 3' depth of No. 3 stone and topped with 6" riprap. The swale itself shall be 1.5' in depth with a minimum of a 4:1 ditch side slope to the roadway and a minimum 2:1 slope tying back into the original grade.

Satisfactory as-built plans and certifications for the stormwater management basins/facilities remain to be submitted by the developer demonstrating that they are properly constructed. Contact the Jefferson County Engineering Department for a copy of our written guidelines on what information needs to be provided in the certification.

6. Streets:

The roadway plan and profiles are shown in the Preliminary Plat plans and the pavement section detail is shown on Sheet 18. In phase 1 and 2, letters of certification are on file (dated October 7, 2004, July 20, 2005, and September 29, 2005) by Triad Engineering Inc., (signed and sealed by Bradley A. Reynolds, P.E.), certifying that the roadway work "was performed in accordance with the project plans/specifications and Jefferson County inspection requirements" for the following roads:

Keith Drive from station 0+00 to station 42+00; and

Spencer Way from station 0+00 to station 14+70.65 (the end of the cul-de-sac).

These roadways appear to be installed in accordance with the approved plans. However, under the bonding policy, the developer is responsible for making good on any work that fails prior to the final bond release. On Keith Drive there is an approximate 8' by 7' area where the pavement/subgrade has failed at station 19+20. This area will need to be repaired by saw cutting and removing the asphalt pavement and stone base. Then, excavating the unsatisfactory subgrade material to a minimum 1' depth and placing satisfactory compacted fill material to the subgrade elevation; and then placing the stone base, asphalt base and the asphalt surface course; all in accordance with the Preliminary Plat plan specifications and pavement section on sheet 18 of 19.

At the section of roadway on Keith Drive, from station 42+00 to station 55+49.13 (the end of the cul-de-sac), the subgrade appears to be in place and stabilized/overgrown with weeds/vegetation. The vegetation needs to be removed, the subgrade vertical profile elevations checked for verification that they match the grades shown on the approved plans, and the roadway subgrade needs to be proof-rolled prior to placement of the stone base and asphalt pavement section shown on sheet 18 of 19.

From the end of the cul-de-sac on Keith Drive to the property line of the residue lot, a 12' wide 6" depth stone access drive shall be placed as shown on the approved plans.

The Preliminary Plat plan, Sheet 3, shows road frontage improvements along Shirley Road at the subdivision entrance. The improvements include 3' wide shoulder widening with a 1' deep ditch, for a length of 960 feet. The roadway

improvements remain to be constructed.

#### 7. Property Corners

A certification letter from Dewberry & Davis LLC (signed and sealed by Karen K. Brill, PS) dated October 6, 2004 states that lots 1 through 10 property corners are set. A certification letter for the remaining 17 lots shall be submitted by the developer.

#### 8. Site Stabilization

All eroded areas need to be re-graded and stabilized with permanent seed and mulch in accordance with the approved plans.

#### 9. Common Areas & HOA

Section 13 of the Subdivision Regulations states that "a homeowner's association must be established without delay as soon as 50% of the properties are sold", and that the developer "shall dedicate all common lands (SWM basin, roads, rights-of-way, etc.) to the homeowner's association".

The HOA appears to have been formed. Our records indicate that the developer, Araby Homes, LLC owns six lots, United Bank, Inc. owns four lots, and individual lot owners own the remaining 17 lots. With regard to control and management of the HOA by the lot owners, they will need to turn to their by-laws and covenants and restrictions for guidance on this matter; Jefferson County does not enforce these agreements and restrictions.

Since the bank has not foreclosed on this project, the developer, Araby Homes, LLC is still the owner of the common areas (i.e., road rights-of-way, Stormwater management facilities, hiking trails, etc.). In addition, the developer still has control of the HOA.

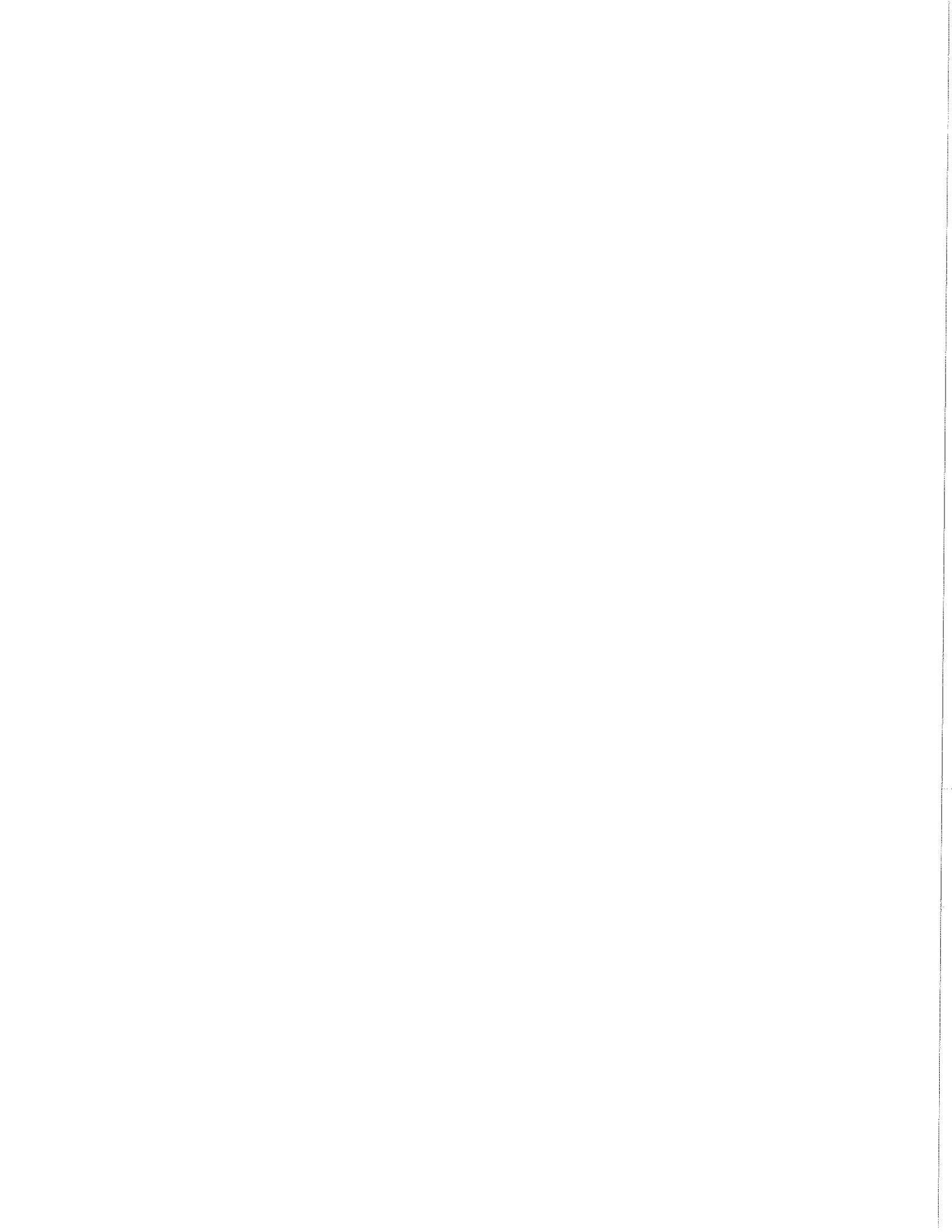
Typically, before final release of the construction bond, the developer is required to deed the common areas to the homeowner's association (HOA). It is our understanding from Chris Colbert, Vice President of United Bank, Inc., the bond surety provider and financier of the project, that the bank does not want to foreclose at this time; but will take action after the work is finished and the construction bond is released, to ensure that the common areas are deeded to the HOA.

Therefore, upon completion of the remaining site work and prior to release of the construction bond, all common areas shall be mowed and all trash and debris gathered up and disposed of.

10. Construction waste

There appears to be construction waste/debris near station 24+00 Rt and station 45+00 on both sides of the road; it shall be gathered up and disposed of properly.

END OF SUMMARY



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: June 5, 2014

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): Complete Bond Release Suzanne L. Walls – Walls Nursery

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of construction bond security for Suzanne L. Walls – Walls Nursery (File #S04-16) – Cash in Escrow Agreement with The Bank of Charles Town, Charles Town, WV.

Is this a funding request? Y/NO

If so, how much? \$Click here to enter text.

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize a complete release of \$11,501.00 from the construction bond amount for Suzanne A. Walls – Walls Nursery (File #S04-16).

Attach supporting documents for request, or request may be denied:

Construction Bond Release Letter

Bond Release Request Report

Site Map

Is equipment needed? Projector Y/NO Internet/Wi Fi Y/NO Telephone for conference call Y/NO

Contact information:

Email address: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org) Phone Number: 304-728-3257

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS**

Click here to enter text.

June 5, 2014

Ms. Joshua Householder  
Bank of Charles Town  
Commercial Lending  
P. O. Box 906  
Charles Town, West Virginia 25414

RE: Cash in Escrow Agreement dated January 6, 2010 Construction Bond Surety for Suzanne L. Walls -- Walls Nursery (File #S04-16).

Dear Mr. Householder:

The Jefferson County Commission authorizes a complete release of \$11,501.00 from the construction bond amount for Suzanne L. Walls - Walls Nursery (File #S04-16). This project is located on the south side of Route 9 (Charles Town Road) approximately 1000 feet east of the Berkeley County line. The work is substantially complete, the site is stabilized and the business no longer exists.

In summary, you are hereby authorized to fully release the remaining amount of the above referenced Cash in Escrow Agreement originally issued in the amount of \$25,129.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Walter Pellish, President  
Jefferson County Commission

WP:rfb

cc: Ms. Susanne L. Walls  
20253 Roland Court  
Leesburg, Virginia 20175  
Department of Engineering

**BOND REDUCTION or RELEASE REQUEST - REPORT**

Date Received: N/A / 1 / 1 J.C.P.C. File No. 504 - 16

Consultant/Engineer/Firm Name: SUZANNE L. WALLS REVOCABLE LIVING TRUST

Mailing Address: 20253 ROLAND COURT

City: LEESBURG State: VA Zip: 20175

Contact Person: SUZANNE WALLS Phone: 703 + 850 - 3993

Project/Subdivision Name: WALLS NURSERY

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: WORK IS SUBSTANTIALLY COMPLETE, PROPERTY IS STABILIZED. NO COMMERCIAL ACTIVITY,  
BUSINESS IS CLOSED. RECOMMEND RELEASE OF BOND. HOLD.  
ANY FURTHER COMMERCIAL USE OF PROPERTY SHALL REQUIRE A SITE PLAN.

**Approved for:**  
 BOND RELEASE  
 By [Signature] 05/28/2014  
 County Engineer

Original Bond Amt. \$ 50,721.00 + 15% Cont. \$ 7,608.15 = Total Original Bond Amt. \$ 58,329.15

Total Current Bond Amount \$ 11,501.00

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

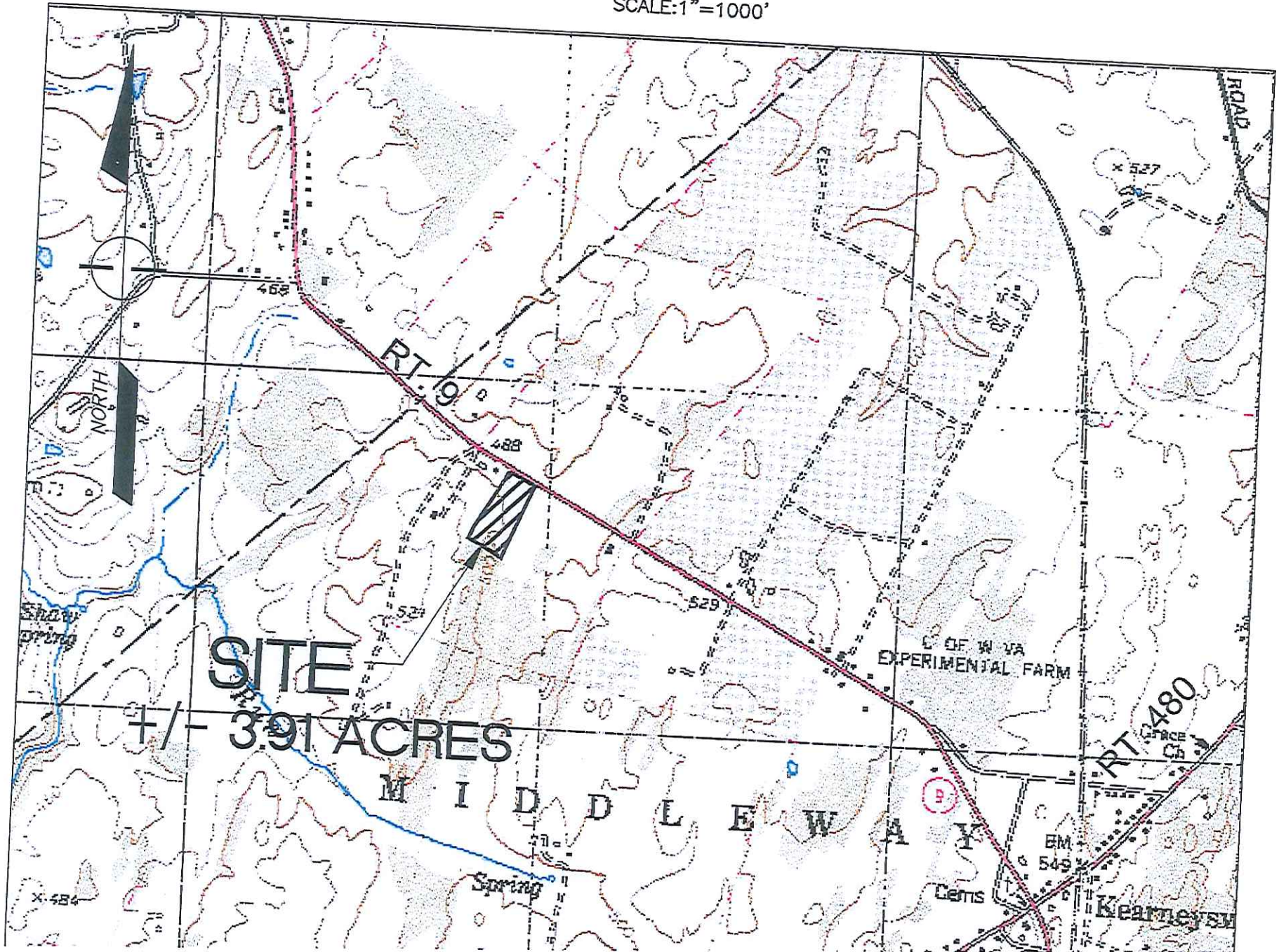
= Approved for Revised Bond Amount \$ 0.00

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

Signature: [Signature] Date: 05 / 28 / 2014

# VICINITY MAP

SCALE: 1" = 1000'



|          |           |           |
|----------|-----------|-----------|
| 9/17/04  | PROJECT # | 2192-0101 |
| 11/04/04 |           |           |

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: June 5, 2014

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): Complete Bond Release Summit Point Baptist Church

Please provide the County Commission with a description of your request or presentation, including any background information:  
Complete release of construction bond security for Summit Point Baptist Church Addition (File #S12-03) – Cash in Escrow Agreement with The Bank of Charles Town, Charles Town, WV.

Is this a funding request? Y/NO

If so, how much? \$Click here to enter text.

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize a complete release of \$38,189.00 from the construction bond amount for Summit Point Baptist Church (File #S12-03).

Attach supporting documents for request, or request may be denied:

Construction Bond Release Letter

Bond Release Request Report

Site Map

Is equipment needed? Projector Y/NO Internet/Wi Fi Y/NO Telephone for conference call Y/NO

Contact information:

Email address: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org) Phone Number: 304-728-3257

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS**

Click here to enter text.

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

**BOND REDUCTION or RELEASE REQUEST - REPORT**

Date Received: 02 / 20 / 2014 J.C.P.C. File No. 512 - 03  
*WORK COMPLETE 05/22/2014*

Consultant/Engineer/Firm Name: GREENWAY ENGINEERING

Mailing Address: 151 WINDY HILL LANE

City: WINCHESTER State: VA Zip: 22602

Contact Person: RANDY KEPLER Phone: 540+662-4185

Project/Subdivision Name: SUMMIT POINT BAPTIST CHURCH

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 WORK APPEARS COMPLETE. 70% STABILIZATION HAS BEEN ACHIEVED AS OF 05/22/14  
RECOMMEND FULL RELEASE

**Approved for:**  
 BOND RELEASE  
 By: [Signature] 05/27/14  
 County Engineer Dana

Original Bond Amt. \$ 23,189 + 15% Cont. \$ 15,000 = Total Original Bond Amt. \$ 38,189

Total Current Bond Amount \$ 38,189.00

Cost of Work Remaining \$ 0 + Contingency Amount \$ 15,000.00

= Approved for Revised Bond Amount \$ 0.00

Reviewed By: JOSEPH W. KENT [Signature] Title: L.D.I.

Signature: [Signature] Date: 05 / 27 / 2014

June 5, 2014

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

RE: Cash in Escrow dated August 1, 2013 Construction Bond Surety for Summit Point Baptist Church (File #S12-03).

Dear Mr. Moore:

The Jefferson County Commission authorizes a complete release of the remaining \$38,189.00 from the construction bond for Summit Point Baptist Church (File #S12-03). This project is located at 94 Hawthorne Avenue at the intersection of Steptoe Street-Route 13/4. The work appears to be 100% complete.

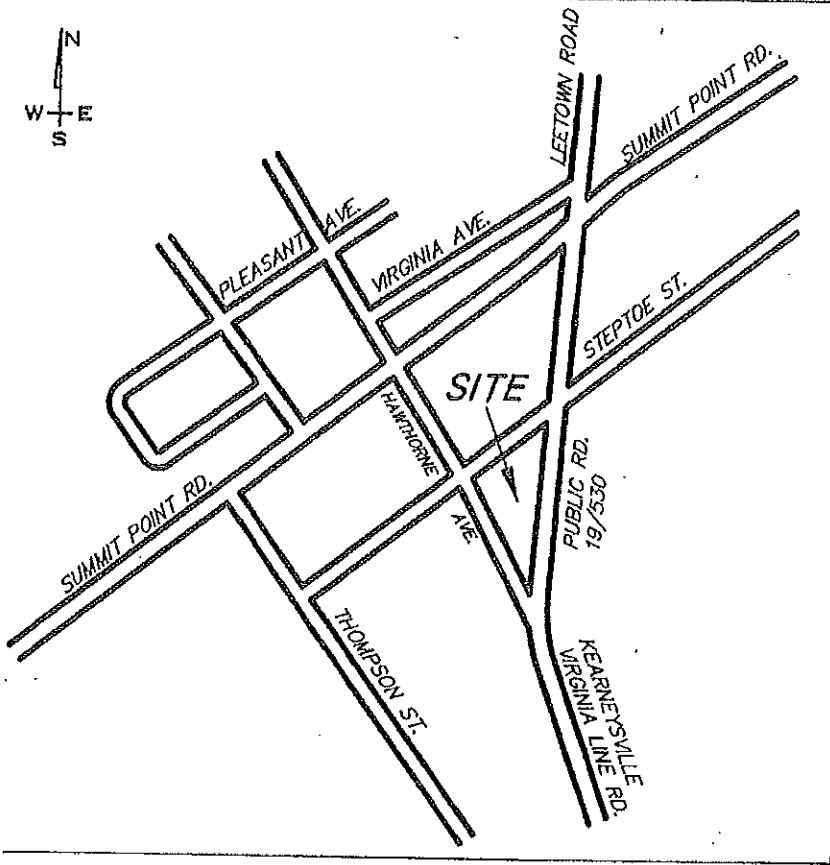
In summary, you are hereby authorized to fully release the remaining amount for the above referenced Cash in Escrow agreement, originally issued in the amount of \$38,189.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Walter Pellish, President  
Jefferson County Commission

WP:rfb

cc: Mr. Allen Lane, President  
Allen Lane Construction, LLC  
2393 Giles Mill Road  
Bunker Hill, WV 25413  
Department of Engineering



VICINITY MAP  
 SCALE: 1" = 1000'

REVISIONS

- (A) JANUARY 15, 2013 - WDOH COMMENTS
- (B) JUNE 17, 2013 - COUNTY COMMENTS ADDRESSED

AGENDA REQUEST FORM  
[www.jeffersoncountytwv.org](http://www.jeffersoncountytwv.org)



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: June 5, 2014

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): Partial Bond Release U.S. Coast Guard Office Building Project

Please provide the County Commission with a description of your request or presentation, including any background information:  
Partial release of construction bond security for ARC-FD JV, LLC AKA U.S. Coast Guard Office Building Project (File #S13-04) – Letter of Credit #4518866-4401 with United Bank, Shepherdstown, WV.

Is this a funding request?      Y/NO  
If so, how much?                  \$Click here to enter text.

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize a partial release of \$650,882.00 from the construction bond amount for ARC-FD JV, LLC AKA U.S. Coast Guard Office Building Project (File #S13-04).

Attach supporting documents for request, or request may be denied:

- Construction Bond Release Letter
- Bond Release Request Report
- Site Map

Is equipment needed?                  Projector      Y/NO      Internet/Wi Fi      Y/NO      Telephone for conference call      Y/NO

Contact information:

Email address: [engineering@jeffersoncountytwv.org](mailto:engineering@jeffersoncountytwv.org)      Phone Number: 304-728-3257

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS**

Click here to enter text.

|  |
|--|
|  |
|--|

June 5, 2014

Mr. Chris Colbert, VP  
United Bank  
7867 Martinsubrg Pike  
Shepherdstown, West Virginia 25443

RE: Irrevocable Letter of Credit #4518866-4401 dated August 15, 2013 Construction Bond Surety for ARC-FD JV, LLC AKA U.S. Coast Guard Office Building Project (File #S13-04).

Dear Mr. Colbert:

The Jefferson County Commission authorizes a partial release of \$650,882.00 from the construction bond for ARC-FD JV, LLC AKA U.S. Coast Guard Office Building Project (File #S13-04), for a new bond amount of \$464,224.00. This project is located on the east side of Wiltshire Road-Route 8 and is Lot 8 of the Burr Business Park. Work remaining includes but is not limited to the following:

1. Storm drain structures
2. Seeding & mulching
3. Signs
4. Paving
5. Bond contingency amount

In summary, you are hereby authorized to reduce the amount of the above referenced Letter of Credit, originally issued in the amount of \$1,115,106.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Walter Pellish, President  
Jefferson County Commission

WP:rfb

cc: Mr. Joel Schubert, Project Manager  
The Whiting Turner Contracting Company  
Hampton Plaza  
300 East Joppa Road  
Towson, MD 21286-3048  
Department of Engineering

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

**BOND REDUCTION or RELEASE REQUEST - REPORT**

Date Received: 02 / 12 / 2014 J.C.P.C. File No. S13 - 04  
LAST REQUIRED DOCUMENTS RECEIVED 04/28/2014

Consultant/Engineer/Firm Name: GORDON & ASSOC.

Mailing Address: 301 N. MILROD ST. SUITE 1

City: CHARLES TOWN State: WV Zip: 25414

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

Project/Subdivision Name: U.S. COAST GUARD FACILITY

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

Review Comments:

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

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

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

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

Comments: RECOMMEND BOND REDUCTION

**Approved for:**  
BOND REDUCTION  
By: [Signature] Date: 05/05/2014  
**County Engineer**

Original Bond Amt. \$ 969,658 + 15% Cont. \$ 145,449 = Total Original Bond Amt. \$ 1,115,106

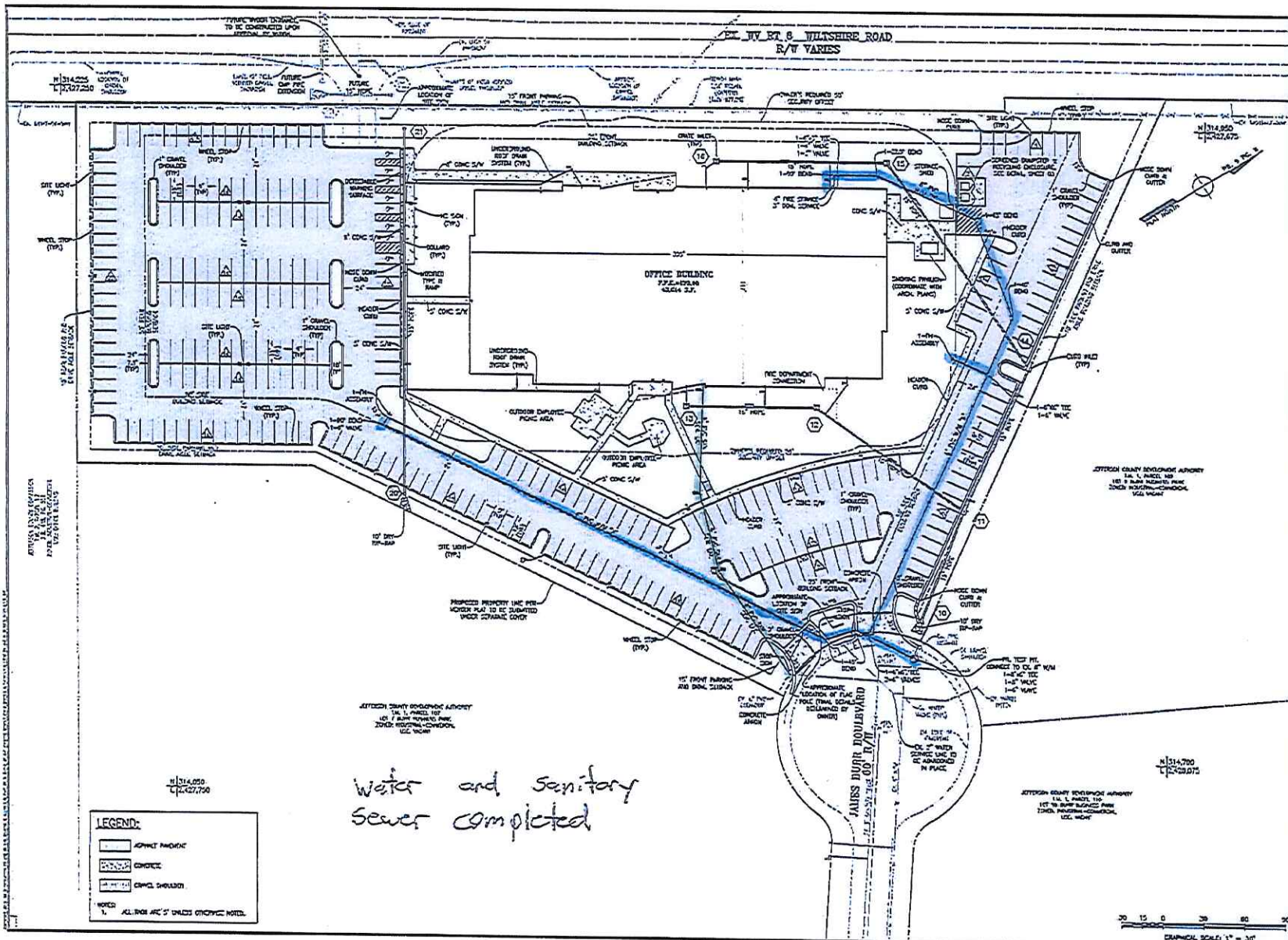
Total Current Bond Amount \$ 1,115,106.00

Cost of Work Remaining \$ 403,673.00 + Contingency Amount \$ 60,551.00

= Approved for Revised Bond Amount \$ 464,224.00

Reviewed By: JOSEPH W. KENT [Signature] Title: L.D.I.

Signature: [Signature] Date: 05 / 05 / 2014



Water and Sanitary  
Sewer completed

**LEGEND:**

- OFFICE BUILDING
- CONCRETE
- CONCRETE DRIVEWAY

NOTES:  
1. ALL DIMS ARE IN UNITS UNLESS NOTED.

|                                                                                                                                                 |                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <p>PROJECT: U.S. COAST GUARD OFFICE BUILDING</p> <p>APPRAISER: JFC</p> <p>DATE: 07/20/2013</p> <p>SCALE: 1" = 30'</p>                           | <p>DATE: JULY 2013</p> <p>SCALE: 1" = 30'</p> <p>DATE: JULY 2013</p> <p>SCALE: 1" = 30'</p> |
|                                                                                                                                                 |                                                                                             |
| <p><b>U.S. COAST GUARD OFFICE BUILDING</b></p> <p>1141 P. LANE, SUITE 111</p> <p>CHIEFES TOWN DISTRICT</p> <p>SENFORD COUNTY, WEST VIRGINIA</p> |                                                                                             |
| <p>1141 P. LANE, SUITE 111</p> <p>CHIEFES TOWN DISTRICT</p> <p>SENFORD COUNTY, WEST VIRGINIA</p>                                                |                                                                                             |

AGENDA REQUEST FORM  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: June 5, 2014

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): Tolling of Bonding Request Quail Ridge Subdivision, Section II, Phase III, Lots 129-159

Please provide the County Commission with a description of your request or presentation, including any background information: Dan Ryan Builders, Inc., owner/developer has requested tolling of the construction bond for the Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55).

Is this a funding request? Y/NO

If so, how much? \$Click here to enter text.

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize the Commission and Staff to accept and execute the Tolling of Bonding Agreement with the owner/developer of the Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55).

Attach supporting documents for request, or request may be denied:

Tolling of Bonding Agreement

Roger Goodwin's Memo dated May 30, 2014

Site Location Map

Is equipment needed? Projector Y/NO Internet/Wi Fi Y/NO Telephone for conference call Y/NO

Contact information:

Email address: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org) Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

## MEMORANDUM

### Jefferson County, West Virginia Engineering Department

TO: County Commission of Jefferson County

FROM: Roger Goodwin  
Chief County Engineer

DATE: May 30, 2014

SUBJECT: Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (JCPC File no. 05-55) – Tolling of Bonding Request

This memorandum is in response to the attached Tolling Agreement for Dan Ryan Builders, Inc., requesting to be allowed to toll the bond on the Quail Ridge Subdivision, Section II, Phase III, Lots 129-159. My comments are as follows:

1. The project is a residential subdivision consisting of 31 single family lots in the Quail Ridge Subdivision located on the east side of Short Road (Route 9/19) south of its intersection with Old Route 9, in the Middleway Tax District, Tax Map 2A, Parcels 129-159.
2. The Owner/Developer is the:  
  
Dan Ryan Builders, Inc.  
10212 Governor Lane Blvd  
Williamsport, MD 21795
3. The initial/current bond amount is \$1,346,705.32
4. No work has started and no lots have been sold.
5. The developer is requesting to be allowed to toll the bond for the following reason:

“...due to the slow economic conditions in the home building industry in the nation in general, and in Jefferson County specifically. These sluggish conditions make it difficult to sell lots at a pace to raise capital to finance the infrastructure improvements  
.....”

6. The bonding policy states that:

*"During periods of economic downturn (i.e., downturn in housing market due to economic conditions, loss of source of project financing/capitol necessary to begin the project, etc.), as determined by the Jefferson County Commission, the owner/developer may defer construction and obtain temporary partial release of construction bond and surety on projects that are recorded and bonded, but have not started construction of site improvements and/or sold any lots or portions of the subdivided parcel."*

7. Tolling of the bond will result in the following:

- A. The developer is required to execute the Tolling of Bonding Agreement and provide a merger deed and a \$10,000 surety as a Site Stability Bond.

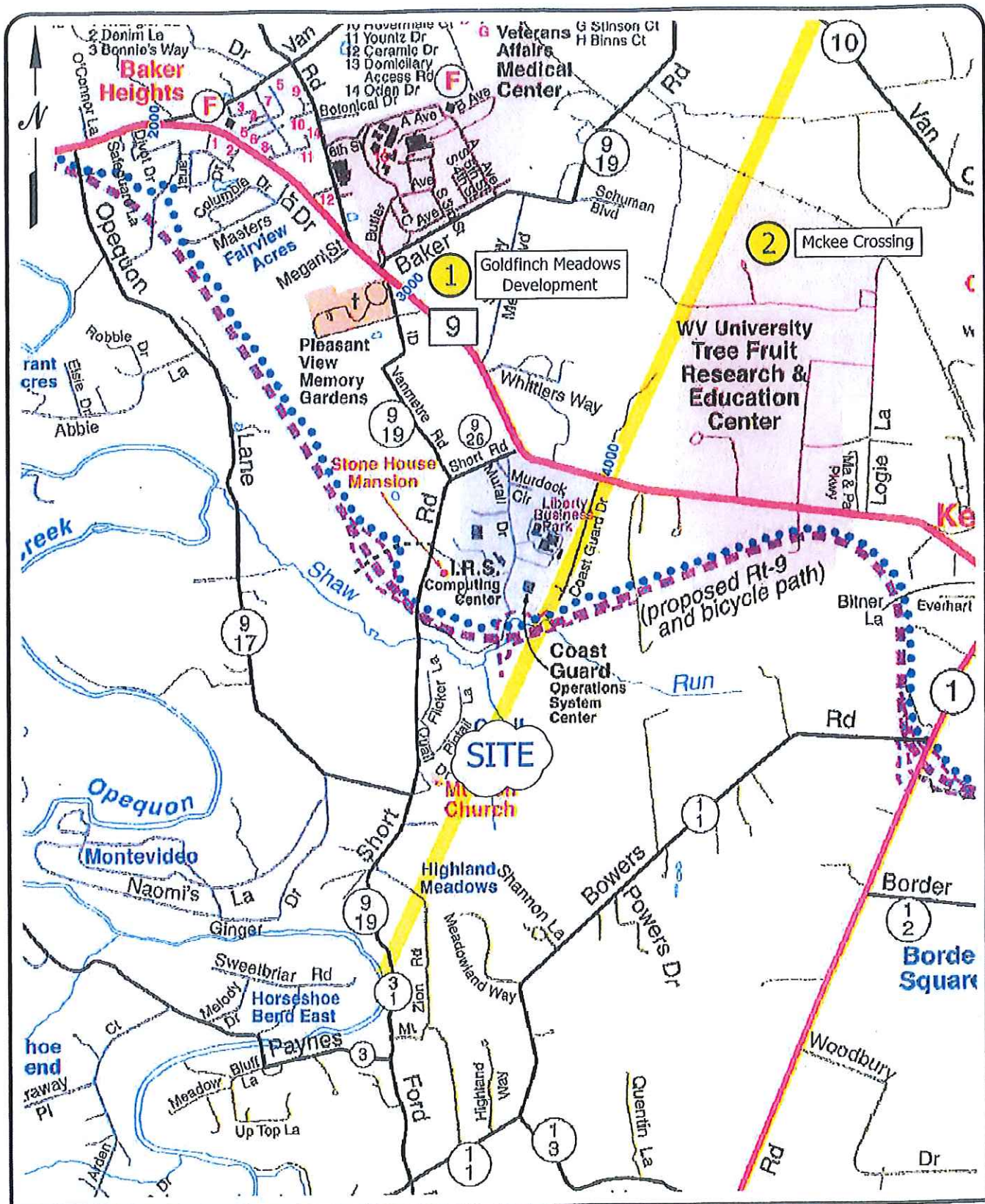
The Tolling of Bonding Agreement will be recorded at the County Clerk's office so that the restriction placed on the lots preventing them from being sold will be found through a title search. The merger deed and the Site Stability Bond will be held by the Bonding Administrator. If the developer defaults on any of the terms of the agreement the County Commission can direct the Bonding Administrator to record the merger deed at the County Clerk's office. The merger deed merges all the lots and returns the parcel/property to its original state prior to subdivision of the land, essentially removing the subdivision plat from record. In addition, the \$10,000 surety for the Site Stability Bond is forfeited to the County Commission.

- B. Tolling of the bond has a 4-year time limit. If the developer fails to re-post the full construction bond before expiration of the time limit, the developer will be in default of the agreement.
- C. The developer cannot begin any site improvements or sell any lots as long as the bond is being tolled.
- D. In order to begin installation of the site improvements and/or to sell lots, the developer is required to stop tolling the bond. In doing so, the developer is required to re-post the full amount of the construction bond at the current construction costs at that time. Once the construction bond is reposted,

the merger deed and the \$10,000 surety are returned to the developer.

- E. The developer may toll the bond on any subdivision, or phase of a subdivision, only one time. Once the developer stops tolling of the bond and re-posts the new construction bond the developer shall complete the required site improvements in accordance with the bonding policy.

**Recommendation:** The project meets the requirements to be allowed to toll the bond. Recommend authorizing the Commission President and staff to execute the Tolling of Bonding Agreement with the developer, provided the County Commission finds that it is justified due to current economic conditions.



# BACKGROUND DEVELOPMENTS

EXHIBIT C-0  
LOCATION MAP FOR  
BACKGROUND DEVELOPMENTS

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

**QUAIL RIDGE SUBDIVISION, SECTION II, PHASE III, LOTS 129-159**

**THIS AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made and entered into as of the \_\_\_\_\_ day of June 2014, by Dan Ryan Builders, Inc. ("Declarant") and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

**WHEREAS**, Declarant is the owner of a certain tract of land located in Jefferson County, West Virginia, legally described in the deed found recorded in the Jefferson County Clerk's Office in Deed Book 1032 Page 217 (the "Land"); and

**WHEREAS**, the Land has been legally subdivided (the "Subdivision") into Quail Ridge Subdivision consisting of (31) single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on July 18, 1979 (the "Subdivision Ordinance"), and as shown on that certain plat of the Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 as recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 at Page 89 – 89F (the "Final Plat"); and

**WHEREAS**, Declarant posted a bond with the County Commission, in the form of a *letter-of-credit*, in the amount of \$1,346,705.32 (the "Existing Infrastructure Bond") to secure the completion of all infrastructure improvements to be made in connection with the development of the Subdivision (the "Infrastructure Improvements") as itemized on that certain Construction Bond – Estimate, dated September 29, 2006 (the "Bond Estimate"), and approved by the Jefferson County Department of Planning, Zoning & Engineering (the "Department") on October 3, 2006; and

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

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

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

1. **Incorporation of Recitals; Defined Terms.** The foregoing recitals are hereby incorporated into this Declaration by this reference as if fully set forth herein. Capitalized terms used herein and not defined or cross-referenced herein shall have the meanings ascribed to such terms in the Subdivision Ordinance.
2. **Modification of Original Bonding Obligations.**
  - (a) The County Commission's agreement to modify the Original Bonding Obligations shall be subject to the satisfaction of the following condition precedent (the "Modification Conditions"):
    - (i) The Declarant submits to the Department a surety in the amount of \$10,000 as a Site Stability Bond.
  - (b) Upon satisfaction of the Modification Condition, the County Commission shall return the Existing Infrastructure Bond to the Declarant and the Original Bonding Obligations shall be deemed modified as follows:
    - (i) Unless and until Declarant commences the construction of any Infrastructure Improvements, the Declarant's bonding obligations with respect to Subdivision shall be limited to posting a \$10,000 surety as a Site Stability Bond with the County Commission and complying with the provisions of the Bonding Policy with respect to the Site Stability Bond; provided, however, that no infrastructure improvements shall be required to be made to the Land as a condition of keeping the Site Stability Bond in place.
    - (ii) No Infrastructure Improvements, including without limitation any Site Stability Work, shall occur or be permitted on the Land (other than the continuance of an agricultural use existing on the land prior to this agreement, and/or mowing and other routine maintenance required to preserve the appearance of the Land and the health and safety of the community) unless and until the Declarant submits to the Department, and the Department approves, a new cost estimate for all Infrastructure Improvements, and the Declarant posts an approved surety with the County Commission in the amount of 115% of said estimate in accordance with the Bonding Policy (the "New Infrastructure Bond"). Upon posting of the New Infrastructure Bond, and provided Declarant is not then in default under this Declaration, the County Commission shall return the surety for the Site Stability Bond to the Declarant.

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

3. **Covenant Not to Commence Construction.** In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, Declarant shall not commence, or cause any third party to commence, the construction of any Infrastructure Improvements, including without limitation any Site Stability Work.
4. **Covenant Prohibiting Construction of Homes or Sale or Transfer of Lots.** In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, (a) Declarant shall not commence, or cause any third party to commence, the construction of any single family residence or other structure on any portion of the Land, and (b) Declarant shall not sell or transfer any Lot. Notwithstanding the foregoing, Declarant may transfer the entire Subdivision to a single transferee subject to the terms and provisions of this Declaration; provided, that such transferee expressly assumes the obligations of Declarant under this Declaration by a written agreement satisfactory to the County Commission.
5. **Covenant to Maintain "Good Standing" with the State of West Virginia.** In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, Declarant shall continually maintain "good standing" with the State of West Virginia with regard to this parcel/property. This shall include:
  - (a) Maintaining a current and valid organization/business certificate, license, or any other document required by the West Virginia Secretary of State to conduct business in the State of West Virginia. The Declarant shall be in default of this agreement if at any time during the term of this agreement the organization/business is dissolved or revoked by the West Virginia Secretary of State and its good standing is allowed to lapse; and
  - (b) Not be delinquent on the real estate property taxes by more than 30 calendar days from the first payment due date set by the Jefferson

County Assessor. The Declarant shall be in default of this agreement if at any time during the term of this agreement, the real estate property taxes on this property are delinquent more than 30 calendar days.

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

**6. Default.**

- (a) The failure of Declarant to observe or perform any of the covenants, conditions or obligations of this Declaration shall constitute a default under this Declaration. If Declarant fails to cure any default within thirty (30) days after the issuance of a notice by the County Commission, specifying the nature of the default; the County Commission may exercise any rights and remedies it may have hereunder or applicable law. Notwithstanding the foregoing, Declarant shall not be entitled to any notice of a violation of the covenant not to sell or transfer any Lot under Section 4(b) of this Declaration.
- (b) The County Commission shall have the right to bring any proceedings at law or in equity against the Declarant for violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover actual damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by the Declarant or any other person of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions. All of the remedies permitted or available to the County Commission under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In any action brought by the County Commission pursuant to these provisions, the County Commission will be entitled to costs (including but not limited to its reasonable attorneys' fees). In addition, the County Commission shall have the right to draw on the Site Stability Bond and apply the proceeds thereof in accordance with the Bonding Policy.
- (c) The maximum length of time for tolling the bond shall be four (4) years. At the time of executing this agreement, the Declarant shall execute a merger deed that merges the lots back into the parent tract. The merger deed shall be held by the Bonding Administrator for the Jefferson County Commission. If the Declarant fails to repost the New

Infrastructure Bond and the Bond Surety within four (4) years of the date of this agreement, the County Commission shall have the right to record the merger deed and revoke all project approvals; and the \$10,000 surety for the Site Stability Bond shall be forfeited to the County Commission. The merger deed may not be recorded by the County Commission if the Declarant reposts the Construction Bond and Bond Surety prior to expiration of the four (4) year tolling period; in such case, the merger deed shall be returned by the County Commission to the Declarant. In the event of recordation of the merger deed, the parent tract and residue parcel shall retain all future development rights under the land development ordinances in effect at the time the future application for land development is presented to the County.

7. **Waiver.** No waiver by the County Commission of any default under this Declaration shall be effective or binding unless made in writing by the County Commission and no such waiver shall be implied from any failure of the County Commission to take any action with respect to any default or violation.
8. **Binding Effect.** The terms of this Declaration shall constitute covenants running with the land and shall bind the Land described herein and inure to the benefit of and be binding upon the Declarant and all parties having any right, title or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.
9. **Amendment of Declaration.** This Declaration may not be amended except by a written agreement executed by the Declarant and the County Commission and recorded in the Office of the County Clerk of Jefferson County, West Virginia.
10. **Declaration Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Declaration shall entitle the Declarant to cancel, rescind, or otherwise terminate this Declaration
11. **Term of this Declaration.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect until the Declarant satisfies the conditions set forth in Section 2(b)(ii) above. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except for the provisions of Section 2(b)(iii) above, shall terminate and have no further force or effect.
12. **Recordation.** This agreement shall be recorded in the Office of the Clerk of the Jefferson County Commission in both the name of the developer and the

project name. It shall be the Declarant's responsibility to record the agreement and provide the Bonding Administrator with confirmation of such recordation in the form of the deed book and page number reference.

QUAIL RIDGE SUBDIVISION, SECTION II, PHASE III, LOTS 129-159  
(Subdivision Name)

Jefferson County Planning Commission File No. 05-55

DAN RYAN BUILDERS, INC.  
(Applicant/Developer Name)

By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

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

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Jefferson County - Tolling of Bonding Agreement  
Quail Ridge Subdivision, JCPC File No. 05-55

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

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

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

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

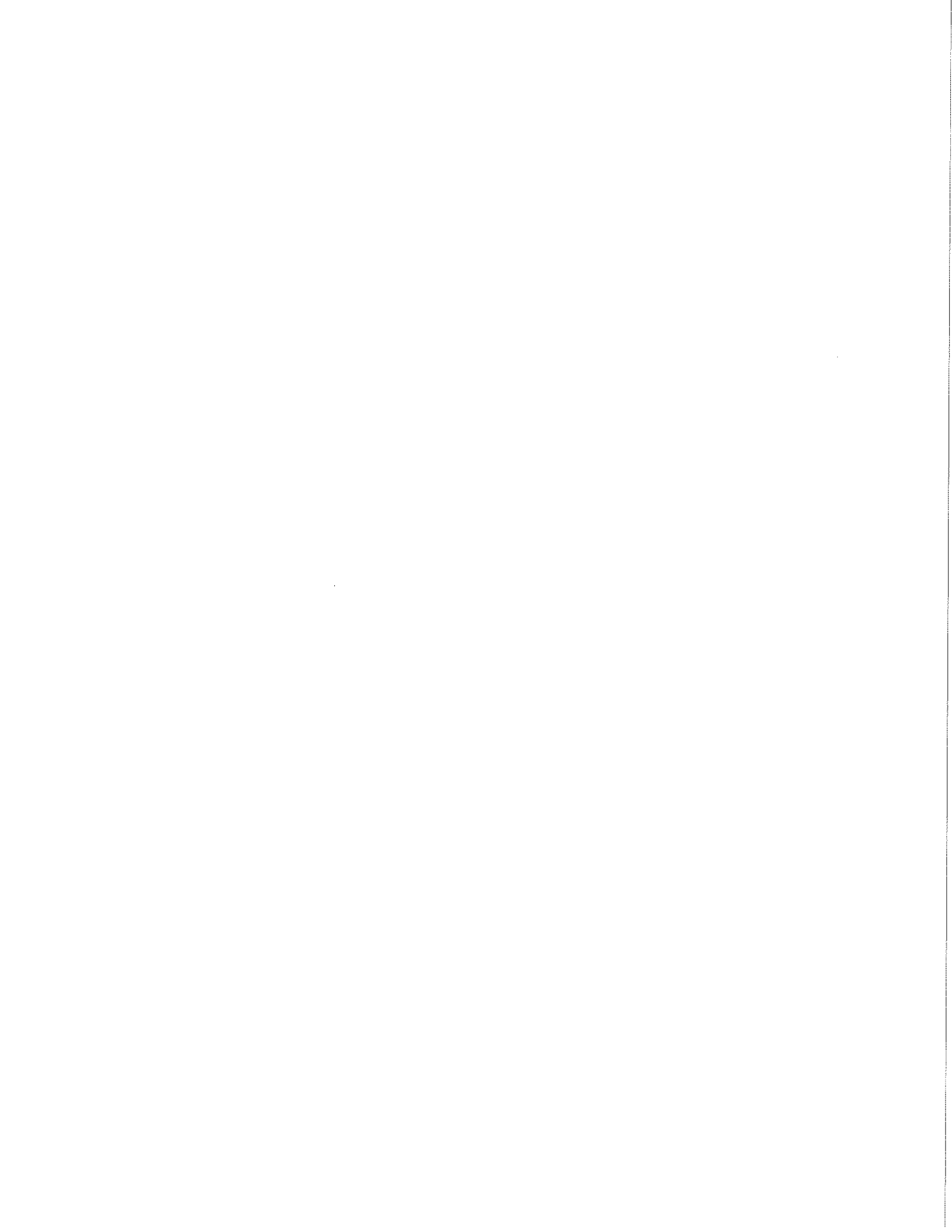
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer S. Maghan  
Clerk, County Commission of Jefferson County, WV

Jefferson County - Tolling of Bonding Agreement  
Quail Ridge Subdivision, JCPC File No. 05-55



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: June 5, 2014

*If a specific date is needed, please provide reason for specific date:* This is the last meeting of the County Commission prior to the June 15, 2014 renewal date for letter of credits. This will give staff the time needed to prepare the necessary paperwork to call any Letter of Credits that have not been renewed prior to their expiration on July 15, 2014.

Date Requested – 2<sup>nd</sup> Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*): Letter of Credits due to expire on July 15, 2014.

Please provide the County Commission with a description of your request or presentation, including any background information: Letter of credits used as security for construction bonds have either a January 15 or July 15 expiration date. The staff will call any letter of credits that have not been renewed by the July 15, 2014 expiration date.

Is this a funding request?    Y/NO  
If so, how much?                \$ N/A

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize Staff to call any Letter of Credits that are due that have not been renewed by the close of business on Monday, July 7, 2014.

Attach supporting documents for request, or request may be denied.  
If not attached, explain:

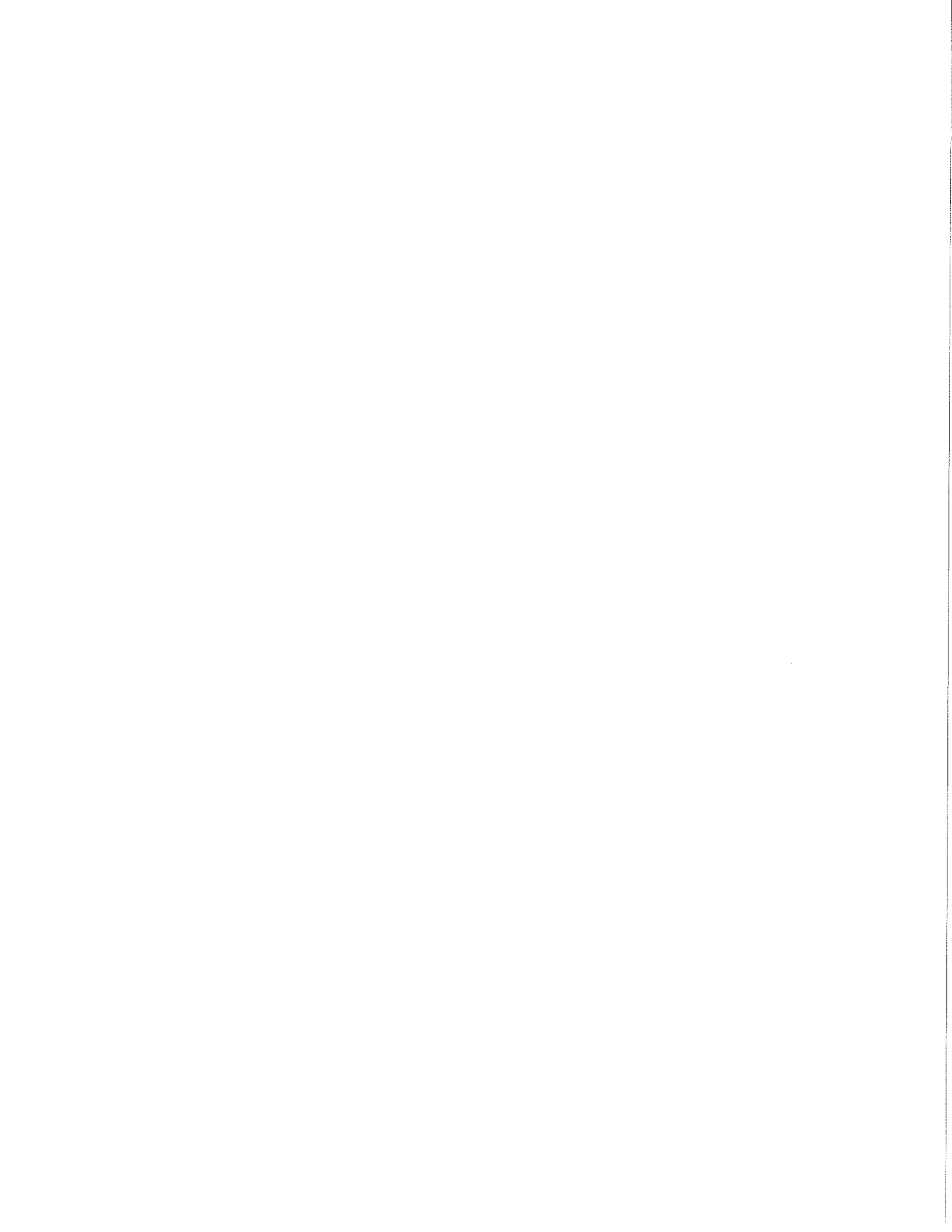
Is equipment needed?            Projector    Y/NO    Internet/WI FI    Y/NO    Telephone for conference call    Y/NO

Contact information:

Email address: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)    Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)



Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

### AGENDA REQUEST FORM

Name: Elizabeth Wheeler

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: June 5, 2014

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

If a specific date is needed, please provide reason for specific date: **To stay on schedule with NRCS.**

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 (VV) is ready to close, and we have submitted all necessary paperwork to the Natural Resources Conservation Service. Matching funding is provided for the easement through the Natural Resources Conservation Service and the Jefferson County Farmland Protection Program. The easement is for 76.755 acres with a cost to the JCFPB of \$ 145,320.00. The County funds have been committed since June 2013. The owners are offering a generous bargain sale with a donation of \$250,360.00 of easement value to the County. 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):

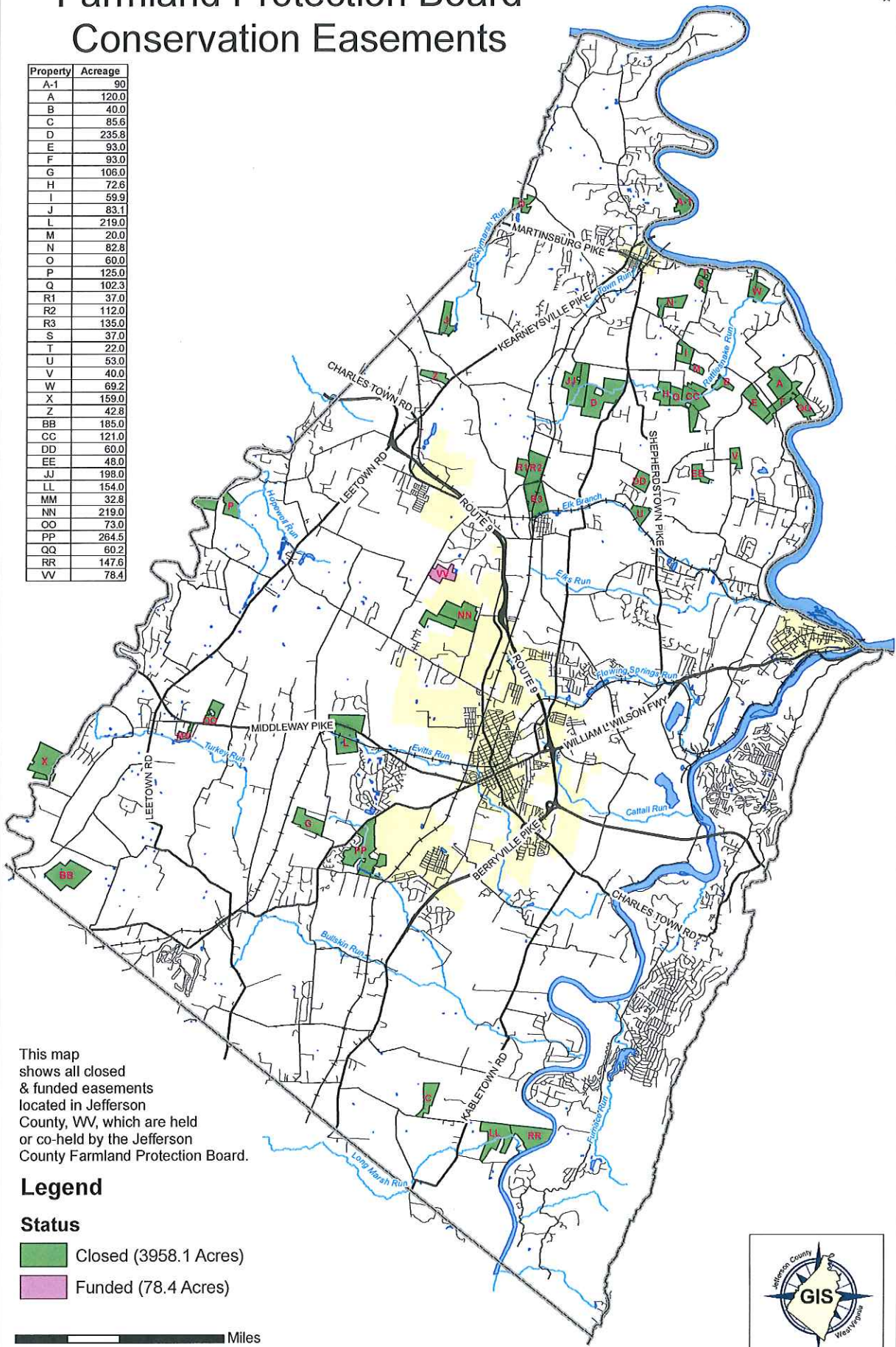
**that the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program and the Natural Resources Conservation Service of one conservation easement on the property in Jefferson County owned by the following persons: William M. Nicewarner and Deloris M. Nicewarner.**

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

# Jefferson County Farmland Protection Board Conservation Easements



| Property | Acreage |
|----------|---------|
| A-1      | 90      |
| A        | 120.0   |
| B        | 40.0    |
| C        | 85.6    |
| D        | 235.8   |
| E        | 93.0    |
| F        | 93.0    |
| G        | 106.0   |
| H        | 72.6    |
| I        | 59.9    |
| J        | 83.1    |
| L        | 219.0   |
| M        | 20.0    |
| N        | 82.8    |
| O        | 60.0    |
| P        | 125.0   |
| Q        | 102.3   |
| R1       | 37.0    |
| R2       | 112.0   |
| R3       | 135.0   |
| S        | 37.0    |
| T        | 22.0    |
| U        | 53.0    |
| V        | 40.0    |
| W        | 69.2    |
| X        | 159.0   |
| Z        | 42.8    |
| BB       | 185.0   |
| CC       | 121.0   |
| DD       | 60.0    |
| EE       | 48.0    |
| JJ       | 198.0   |
| LL       | 154.0   |
| MM       | 32.8    |
| NN       | 219.0   |
| OO       | 73.0    |
| PP       | 264.5   |
| QQ       | 60.2    |
| RR       | 147.6   |
| VV       | 78.4    |



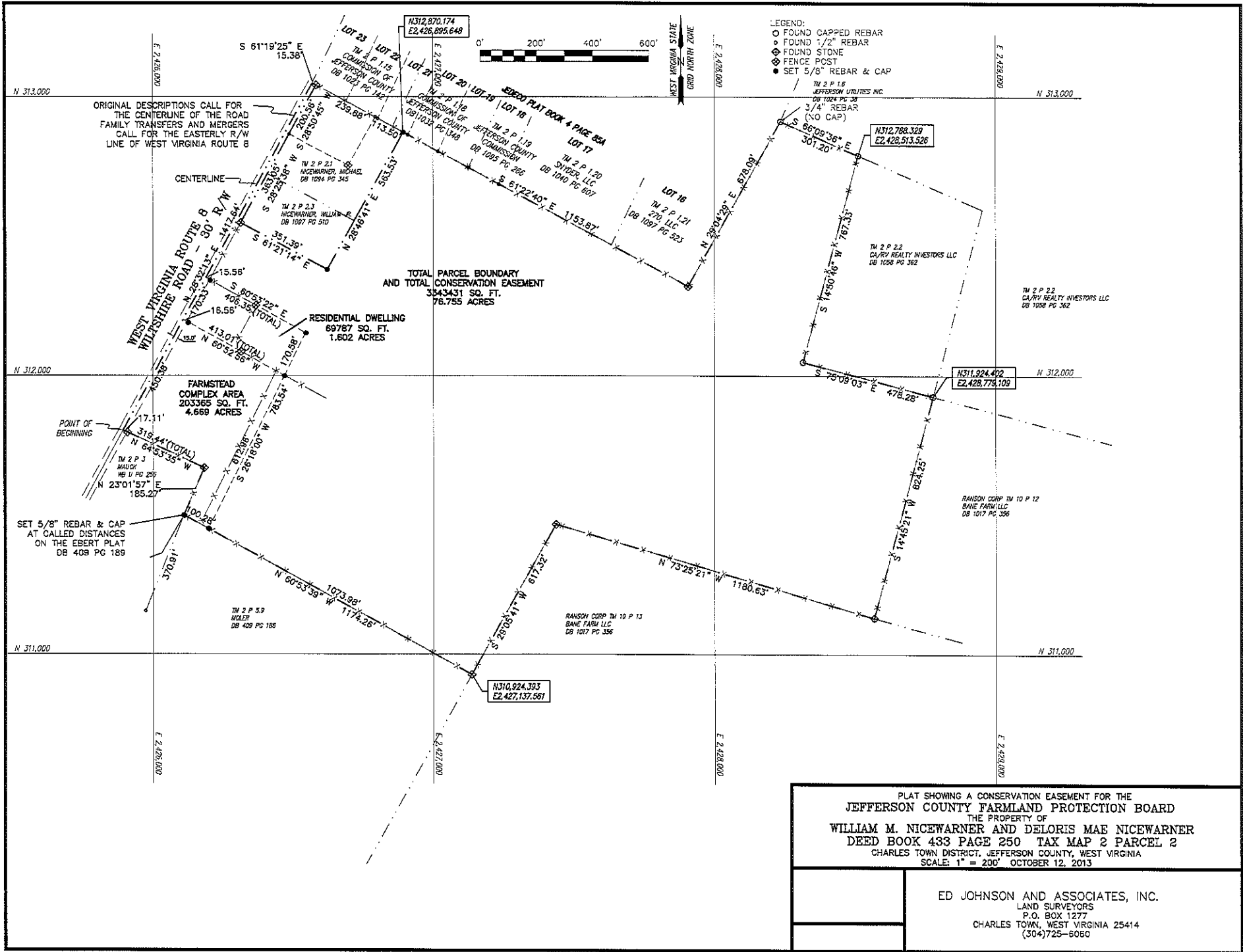
This map shows all closed & funded easements located in Jefferson County, WV, which are held or co-held by the Jefferson County Farmland Protection Board.

## Legend

### Status

- Closed (3958.1 Acres)
- Funded (78.4 Acres)





PLAT SHOWING A CONSERVATION EASEMENT FOR THE  
 JEFFERSON COUNTY FARMLAND PROTECTION BOARD  
 THE PROPERTY OF  
 WILLIAM M. NICEWARNER AND DELORIS MAE NICEWARNER  
 DEED BOOK 433 PAGE 250 TAX MAP 2 PARCEL 2  
 CHARLES TOWN DISTRICT, JEFFERSON COUNTY, WEST VIRGINIA  
 SCALE: 1" = 200' OCTOBER 12, 2013

ED JOHNSON AND ASSOCIATES, INC.  
 LAND SURVEYORS  
 P.O. BOX 1277  
 CHARLES TOWN, WEST VIRGINIA 25414  
 (304)725-6060

## DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by, William M. Nicewarner and Deloris M. Nicewarner, Husband and Wife, having an address at 1530 Wiltshire Road, Kearneysville, West Virginia, 25430, ("Grantors"), 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 Grantors and Grantees apply equally and in full force to any successors to the parties to this agreement.

### WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Jefferson County, West Virginia, consisting of 76.755 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 433, Page 250;

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 \$ \$145,320.00 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 \$145,320.00 to purchase a conservation easement on 76.755 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, Grantors and Grantees have the exclusive common purpose of preserving the agriculture and open space character of the Property;

WHEREAS, Grantors further intend, as owners 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

# DEED OF CONSERVATION EASEMENT

accepting this grant to honor the intentions of Grantors 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, Grantors hereby voluntarily grant, bargain, and convey 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

Grantors reserves to themselves, and to their 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 Grantors and Grantees:

**1. Use and Quiet Enjoyment.** Grantors have the right to reside on the Property and to benefit from all aspects of the quiet enjoyment of the Property. Grantors have 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.** Grantors 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.

## DEED OF CONSERVATION EASEMENT

3. **Agricultural Structures.** Grantors have 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.** Grantors 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.
- (b) Grantors have 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) Grantors have 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 except the single residential dwelling permitted above in *Terms, Conditions and Restrictions – Residential Dwellings*, may be subdivided to create the Residential Area as described in Exhibit B, attached. The Residential Area may not be conveyed separately from the remainder of the Property.

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

## DEED OF CONSERVATION EASEMENT

**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 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 66,868 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 Grantors;
- (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

## DEED OF CONSERVATION EASEMENT

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 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. New roads may be constructed only if they are necessary for agricultural operations. All roads 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.** Grantors 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. Grantors 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

# DEED OF CONSERVATION EASEMENT

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 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 Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantees shall not unreasonably interfere with Grantors' 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.** Grantors reserves for themselves 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 Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantees shall give written notice to Grantors 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 Grantors 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 Grantors agree that Grantees shall be entitled to the injunctive relief in addition to such other relief to

## DEED OF CONSERVATION EASEMENT

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.

(c) **Costs of Enforcement.** Any costs incurred by Grantees in enforcing the terms of this Easement against Grantors, including without limitation costs of suit and attorneys' fees, and costs or restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in action to enforce the terms of this Easement, Grantors' 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 Grantors 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 Grantors 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 Grantors, their 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 Grantors 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 Grantors and Grantees, in order to monitor compliance with the conservation plan.

## DEED OF CONSERVATION EASEMENT

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 Grantors for the purposes of ensuring that the Conservation Plan is being implemented appropriately. All notices to the Grantors 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 Grantors to explore methods of compliance and give the Grantors a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the conservation plan, the NRCS will inform Grantees of the Grantors' 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 Grantors to correct such noncompliance, and (c) Grantors have exhausted its appeal rights under applicable NRCS regulations.

Grantors shall be liable for any costs incurred by NRCS as a result of the Grantors' 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 Grantors 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 Grantors 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 Grantors agree 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 Grantors and NRCS certify that the Grantors are 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

## DEED OF CONSERVATION EASEMENT

monitoring and stewardship information, including but not limited to written notices to Holder and monitoring reports.

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 Grantors 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 Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors 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 Grantors could not reasonably have anticipated or prevented, Grantors agree that Grantees have the right to pursue enforcement action against the responsible parties.

**6. Costs, Legal Requirements and Liabilities.** Grantors, their 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.** Grantors 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.** Grantors 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

## DEED OF CONSERVATION EASEMENT

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.

**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.

Grantors warrant that they are in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantors warrant 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.

Grantors warrant 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, Grantors hereby promise 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 Grantors or any other prior owner of the Property. Grantors' indemnification obligation shall not be affected by any authorizations provided by Grantees to Grantors 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

## DEED OF CONSERVATION EASEMENT

purchased, the proportionate values were as follows: Grantors(s) is 30% of the appraised fair market value of the subject Property. Grantee(s) and United States' is 70% of the appraised fair market value of the subject Property. The Grantee(s) and United States' proportionate investment of the subject Property are as follows: Jefferson County Farmland Protection Board 50%, and United States 50%.

In making this Easement, Grantors have 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. Grantors believe that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantors 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, Grantors 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. Grantors, 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 Grantors 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 Grantors.

## DEED OF CONSERVATION EASEMENT

**14. Subsequent Transfers.** Grantors agree 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.

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

**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 Grantors: William M. Nicewarner and Deloris M. Nicewarner  
1530 Wiltshire Road  
Kearneysville, WV 25430

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, Grantors, 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.**

## DEED OF CONSERVATION EASEMENT

(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 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 Grantors' 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.** Grantors warrant that Grantors have good title to the Property; that Grantors have 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 Grantors and Grantee explicitly agree that it is their express intent, forming a 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 Grantors and Grantees have set their hand:

GRANTORS:

**William M. Nicewarner**

**Deloris M. Nicewarner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by

William M. Nicewarner and Deloris M. Nicewarner

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

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

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, 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 JEFFERSON, 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 Jefferson

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

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name:

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1<sup>st</sup> Choice: **June 5, 2014**

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

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

Subject (*Wording to be placed on agenda*): **Final decision on Jefferson County Emergency Services Fee Ordinance**

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

Is this a funding request?    Y/N NO

If so, how much?                \$

Provide exact financial impact/request:

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

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed?            Projector    Y/N            Internet/Wi Fi    Y/N.            Telephone for conference call    Y/N

Contact information:

Email address:

Phone Number:

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION**

not applicable

**NOTICE OF PUBLIC HEARING  
COUNTY COMMISSION OF JEFFERSON COUNTY**

The County Commission of Jefferson County will hold a public hearing on Thursday, May 22, 2014 at 7:00 p.m. in the County Commission meeting room located at the Old Charles Town Library, 200 East Washington Street, Charles Town, WV 25414.

At this meeting, there will be public input on the Jefferson County Emergency Services Fee Ordinance.

Anyone wishing to provide written or oral comment may do so at this meeting or send comments to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org) until Friday, May 30, 2014 5:00 p.m.

You can view the Ordinance at: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

No decisions will be made at this meeting.

By Order of the County Commission of Jefferson County  
Walt Pellish  
President

# **JEFFERSON COUNTY**

## **EMERGENCY AMBULANCE SERVICE FEE ORDINANCE**

### **SECTION 1 – LEGISLATIVE AUTHORITY**

This Ordinance concerns the imposition and collection of a special emergency ambulance service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

### **SECTION 2 – PURPOSE**

This Ordinance is enacted by the Jefferson County Commission for the purpose of providing career Fire Fighter/Paramedics and Fire Fighter/EMTs to maintain an adequate emergency ambulance system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency ambulance system is necessary to promote the health and welfare of the citizens of Jefferson County. Emergency ambulance service is a public purpose and a responsibility of government for which public money may be spent.

### **SECTION 3 – DEFINITIONS**

**ACCESSORY STRUCTURE.** Any separate structure associated with a residential unit such as a garage, storage shed, workshop or otherwise located on the same parcel shall be included as part of the residential unit and not subject to a separate fee so long as it is not actually used as a residential or commercial unit. If a dispute arises with regard to whether or not a structure qualifies as accessory structure not subject to a separate fee, the burden is upon the owner to demonstrate that the structure is not a commercial or residential unit.

**AGRICULTURAL BUILDING –** Means structures which directly contribute to the operation of a farm and shall include any processing plant, milking parlor, farm equipment storage building, barn, silo, grain storage building, swinery, and temporary quarters furnished to farm employees without rent to assist in performance of employment duties as part of the terms of their employment. Agricultural buildings shall be exempt from any fee assessed under this Ordinance. However, the agricultural exemption does not apply to any ordinary residential unit located on a farm, such units shall be subject to the standard residential unit fee. In addition, any structure which conducts a retail commercial enterprise open to the general public, including but not limited to a distillery, butcher shop, winery, bed and breakfast, or retail nursery, shall be subject to the standard commercial unit fee even if located on a farm. The warehousing, processing, drying, storage, distribution and marketing of agricultural products for the wholesale marketplace when those activities are conducted in conjunction with, but are secondary to, husbandry or production conducted on the farm shall be exempt from the fee. If a dispute arises with regard to whether or not a structure qualifies as an exempt agricultural building, the burden is upon the owner to demonstrate that the structure contributes to the operation of a farm and is not a commercial or residential unit.

COMMERCIAL UNIT – Means commercial business, industrial activity or non-residential activity conducted for a profit (except those defined as an “Agricultural Unit” herein) including, but not limited to, any store, filling station, hotel, motel, industrial facility, warehouse, flea market, amusement park, camp ground, institutional living arrangement with centralized services such as nursing homes, assisted living or similar arrangement, a bed and breakfast, an entertainment venue, a club, bar or restaurants. In the case of commercial activity that occurs outdoors such as a flea market, camp ground or amusement park, such business shall be assessed a fee as a commercial unit unless a permanent structure associated with the use is already subject to a commercial fee at the same location. In the case of a commercial complex with more than one structure, such as a shopping center or business complex, each separate addressable structure shall be deemed a separate commercial unit and assessed a separate fee.

EMERGENCY AMBULANCE SYSTEM – Any emergency ambulance service provided pursuant to this ordinance.

HOMESTEAD EXEMPTION: shall mean a owner-occupied residential unit used exclusively for residential purposes and occupied by the owner or one of the owners who is a citizen of this state and who is sixty-five years of age or older or is permanently and totally disabled as that term may be defined by the Legislature, and which granted by, and recognized in the records of, the Assessor of Jefferson County as exempt from a portion of the ad valorem property taxation of Jefferson County as prescribed by general law. The burden shall be upon the owner claiming the exemption to present proof of same at the time the fee is paid. If sufficient proof is not provided, the owner shall pay the normal fee.

OWNER – Means the person, firm or corporation listed in the Jefferson County land records and/or records of the records of the Assessor of Jefferson County as the owner of the unit as of July 1<sup>st</sup> of a given year.

RESIDENTIAL UNIT – Means any habitable structure intended for residential use, whether occupied or unoccupied, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, condominiums and rental units.. In the case of a structure which contains multiple independent addressable dwelling units, such as duplexes and apartments, each addressable unit shall be deemed to be a separate residential unit.

SPECIAL EMERGENCY AMBULANCE SERVICE FEE – Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency ambulance service within Jefferson County.

USER – Means any person, firm or corporation to whom emergency ambulance transport service is made available.

#### **SECTION 4 – RATES**

The Special Emergency Ambulance Service Fee imposed under this Ordinance shall be for emergency ambulance service provided for a Jefferson County Fiscal Year July 1 to June 30.

The Special Emergency Ambulance Service Fee established by this Ordinance shall be **forty dollars (\$40.00) per residential unit** per Fiscal Year.

The Special Emergency Ambulance Service Fee for Commercial Units shall be **eighty-five dollars (\$85.00) per commercial unit** per Fiscal Year.

All those residents who have been granted a property tax Homestead Exemption by the Assessor in the tax year prior to July, 1, 2014, and each year thereafter, shall pay a discounted fee equal to fifty percent (50%) of the annual special emergency ambulance fee on the fee on their personal residence.

The Fee imposed under this ordinance shall be the responsibility of the record owner of the unit as of July 1<sup>st</sup>, each year. The Fee assessed and levied under the provisions of the ordinance shall be a personal obligation of the owner of the unit. The Fee shall be due and payable July 1<sup>st</sup> of each year for taxable units owned as of July 1<sup>st</sup> for services to be rendered in the fiscal year. On or before, July 1<sup>st</sup> of each year, a bill shall be mailed to the owner's mailing address on record with the Assessor of Jefferson County.

For each service year, accounts paid on or after October 1 through December 31 the fee shall increase by \$10. For accounts paid on or after January 1 through March 31 of a given service year, the fee shall increase by an additional \$20 whichever is greater.

Fees delinquent on or after the First day of April the year after they became due and payable shall be forwarded to the County Commission. The County Commission, in its sole discretion, may collect unpaid fees through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same fiscal year the fee was billed. In any suit for collection of delinquent fees, the Commission is authorized to recover its reasonable costs of collection, including court costs, attorney's fees service costs and statutory interest.

If any person believes he or she was erroneously charged an emergency service fee, the County Commission shall provide, upon the person's request, an exoneration form. The form shall be completed and returned to the County Commission no later than September 30 of the Fiscal Year for which the fee applies. The County Commission staff shall, within a reasonable time, investigate any request for exoneration. The County Commission shall, at its next regular meeting after completion of the investigation, consider each written request for exoneration and staff's recommendation regarding the exoneration request. If good cause for exoneration is found by the County Commission, the Commission shall exonerate or modify the imposed charges, and shall notify the person in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, the person requesting exoneration may appeal to the Circuit Court of Jefferson County. The appeal must be filed within 30 days of the Commission decision upon the exoneration.

#### **SECTION 5 – RATE CHANGES**

The service of ambulance protection shall be continued, maintained, and improved by the Jefferson County Emergency Services Agency at the charge and expense of the owners of all residential and commercial units within the county. The fees shall be imposed, assessed and collected as set forth in this Ordinance. In the event the JCESA determines change in the fee imposed by this ordinance is necessary, it shall, by resolution, request the County Commission consider approving the recommended a change. The JCESA shall submit copies of its current budget, the future budget developed under Section 7 and any other documentation supporting the proposed a change in the fee. The County Commission retains sole discretion in approving, denying or modifying any fee change. Procedures set for in Article 15, Chapter 7, Section 17 of the Code of West Virginia for the initial levy of such a fee shall be followed by the County Commission in the event an increase is sought.

#### **SECTION 6 - EFFECTIVE DATE**

This Ordinance shall become effective June 30, 2014. The fee assessed and levied by this ordinance shall be for services to be rendered from July 1, 2014 to June 30, 2015, and each fiscal year thereafter.

#### **SECTION 7 - USE AND MANAGEMENT OF FEE PROCEEDS**

The proceeds from the imposition and collection of the Special Emergency Ambulance Service Fee shall be deposited in a special fund for the benefit of the JCESA held by the Treasurer of Jefferson County and shall be used only to pay reasonable and necessary expenses actually incurred, including personnel, training, supplies and equipment used in providing emergency ambulance service to residents of Jefferson County. The proceeds may be used to pay for, in whole or in part, the establishment, maintenance and operation of the Jefferson County Emergency Services Agency. Proceeds not expended in a given Fiscal Year will be maintained in the special fund and may be used in subsequent Fiscal Years as necessary.

#### **SECTION 8 - BUDGET DEVELOPMENT**

The Jefferson County Emergency Services Agency shall hold an annual public hearing for the purpose of receiving written or oral public comments pertaining to the operations of the JCESA within Jefferson County. This public hearing shall be advertised as a Class II legal advertisement in local newspapers within the County.

The required public hearing shall be held no later than the regular December Board of Directors meeting in order to provide JCESA sufficient time to consider any improvements or changes in services and to account for said changes when submitting the annual budget request to the Jefferson County Commission.

As required by the JCEAS Ordinance, JCESA shall prepare a financial statement and budget detailing the upcoming Fiscal Year projections for the special emergency ambulance fund. The Board of Directors shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

#### **SECTION 9 - DATA USED FOR ASSESSMENT OF FEES**

Upon completion of the annual budget for the Fund, County Commission shall request the Assessor to provide it with a list of all residential units, commercial units and commercial square footage within the meaning of this Ordinance within the county to be utilized as the data base for billing the Special Emergency Ambulance Service Fee commencing the following July 1. In addition, GIS shall provide a list of addressable units within each category to assist in the identification and classification of commercial and residential units within the county. Each residential and commercial unit shall have an account established in the name of the owner of that unit and a bill in the amount of the fee shall be delivered to that unit by US Postal Service on or after July 1 of the Fiscal Year. The Assessor will further provide monthly updates to County Commission so that the database can be maintained on a current basis.

**SECTION 10 – COLLECTION OF DELINQUENT ACCOUNTS**

In mid-January, letters shall be sent to all unpaid accounts as a status reminder including a notice of late fees and charges and a notice that delinquent accounts will be submitted for collection after March 31<sup>st</sup>. On or about April 1, all delinquent accounts at that point shall be submitted for collection by either internal or external agencies.

**SECTION 11 – INITIAL USE OF FUNDS AND POSITIONS**

Funds will initially be allocated to train, hire and equip Fire Fighter/Paramedics and Fire Fighter/EMTs assigned based on response time to maximize limited resources.

**SECTION 12 – AMENDMENTS AND SEVERABILITY**

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

If a court of competent jurisdiction declares any provision of this Ordinance to be void, invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly declared to be void, invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully enforceable and effective.

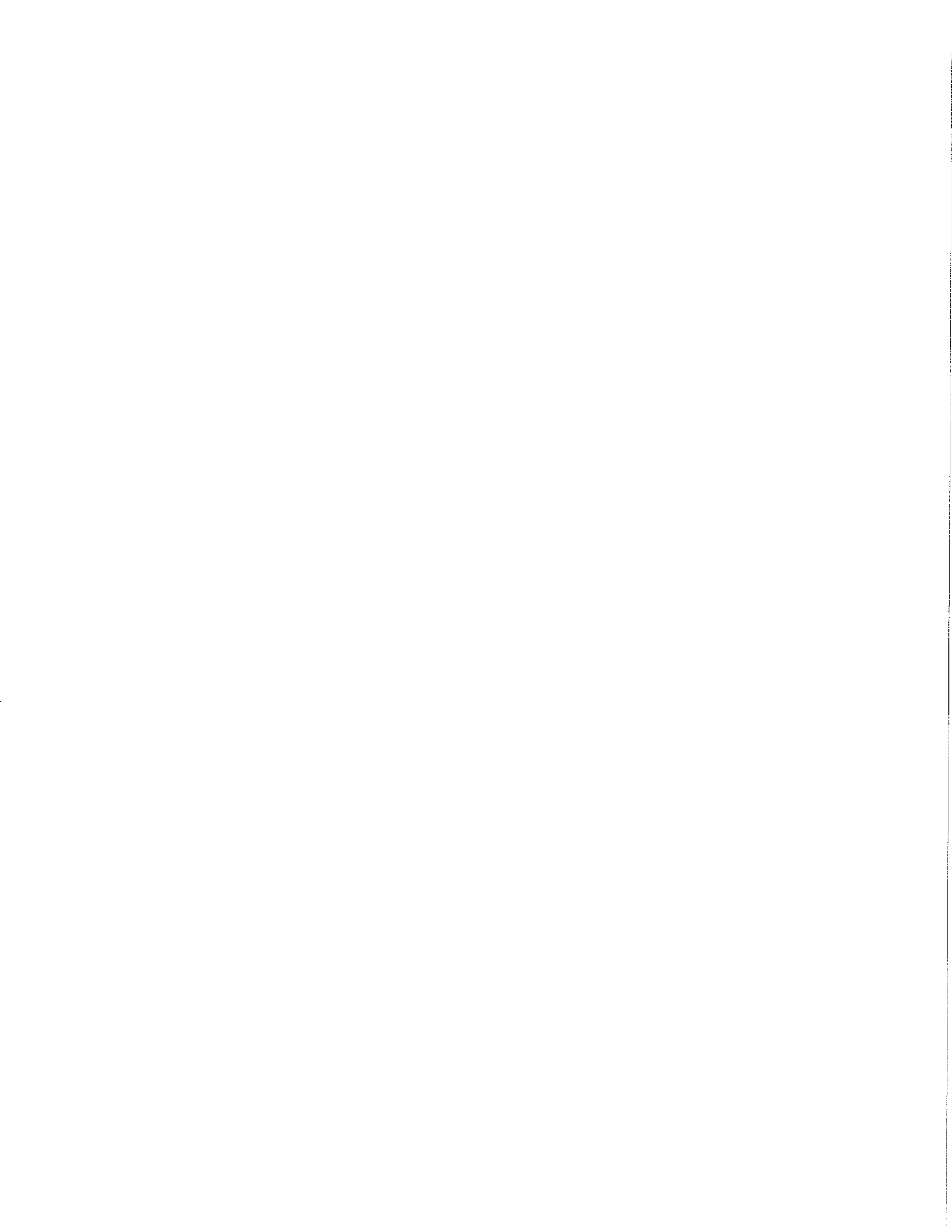
This Ordinance shall become effective upon June 30, 2014.

NOW THEREFORE, THIS ORDINANCE IS ENACTED AND ORDAINED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Walt Pellish, President



**AGENDA REQUEST FORM**  
**www.jeffersoncountywv.org**



Name: Tim Stanton, Finance Director

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: June 5, 2014

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*):

- Budget Overview
- Approval of Budget Transfers

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

Is this a funding request? Y/N Click here to enter text.

If so, how much? \$Click here to enter text.

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

- Motion to accept Internal Budget Revision number 14
- Motion to accept Internal Budget Revision number 15
- Motion to accept Internal Budget Revision number 16
- Motion to accept Internal Budget Revision number 17
- Motion to accept Internal Budget Revision number 18
- Motion to accept State Budget Revision number 28
- Motion to accept State Budget Revision number 29

Attach supporting documents for request, or request may be denied.

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: Click here to enter text. Phone Number: Click here to enter text.

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS**

Click here to enter text.

Director of Finance Summary  
June 5, 2014

As of June 2, 2014 the cash balance in the General Fund is \$3,307,637 and Capital Outlay is \$4,751,867. The cash balance in the General Fund is consistent with cash flow projections.

The following budget transfers are requested to be approved:

Internal Budget Revision #14 – Requested by Emergency Management to transfer \$60 between two expenditure lines.

Internal Budget Revision #15 – Requested by Engineering Department to transfer \$3,500 between six expenditure lines.

Internal Budget Revision #16 – Requested by Clerk's Office to transfer \$4,200 between two expenditure lines.

Internal Budget Revision #17 – Requested by GIS Department to transfer \$2,500 between two expenditure lines.

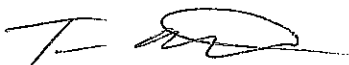
Internal Budget Revision #18 – Requested by Sheriff's Office to transfer \$106,005.39 between ten expenditure lines.

State Budget Revision #28 – Requested by Clerk's Office to transfer \$281 between two expenditure lines.

State Budget Revision #29 – Requested by Sheriff's Office to increase overtime wages by \$41,583 with offsetting increase to revenue.

Also attached for your review is a FY14 budget update with data as of May 27, 2014. It is estimated that as of the close of business on June 30<sup>th</sup> that our budget will reflect a surplus budget of \$243,181. However in accordance with modified accrual accounting additional revenue would need recorded as well as expenditures. It is estimated that \$375,000 of salary accruals would need to be recorded as a result it is not expected that the final financial reports will show a surplus budget.

Respectfully Submitted



Tim A. Stanton



Jefferson County, West Virginia  
 Department of Financial Management  
 Budget Revision for Fiscal Year Ending June 30, 2014  
 Internal Budget Revision  
 IRB # 15

Narrative:

ENGINEERING DEPT.  
 NEED TO MOVE FUNDS TO HAVE BALANCED BUDGET AT  
 END OF FISCAL YEAR.

| Budget Line No.   | Account Name        | Approved Budget | Requested Additions | Requested Reduction | Revised Budget |
|-------------------|---------------------|-----------------|---------------------|---------------------|----------------|
| 01-440-01-108-001 | ENGR OVERTIME       | 8500            |                     | 1,500               | 7000           |
| 01-440-01-108-002 | PT/EXTRA HELP       | 3500            | 1,500               |                     | 5000           |
| 01-440-02-216-000 | MAINT/REP EQUIPMT   | 3500            |                     | 1,000               | 2500           |
| 01-440-02-230-000 | Contracted Services | 6623            | 1,000               |                     | 7623           |
| 01-440-02-220-000 | AD/LEGAL FEES       | 4000            |                     | 1,000               | 3000           |
| 01-440-03-341-000 | MATERIALS/Supplies  | 3823            | 1,000               |                     | 4823           |
| Totals            |                     | 29946           | 3500                | 3500                | 29946          |

IBR Prepared by: JT Stanton

Approved by: (department head/elected): [Signature]  
 Date: MAY 28, 2014

Reviewed by: Debbie Keyser Date: 6-2-14  
 Debbie Keyser/County Administrator

Date Submitted to County Commission: \_\_\_\_\_

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

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



Jefferson County, West Virginia  
 Department of Financial Management  
 Budget Revision for Fiscal Year Ending June 30, 2014  
 Internal Budget Revision  
 IRB # 17

**Narrative:**

To fund purchase of ArcGIS Network Analyst License (one time cost)

| Budget Line No.           | Account Name            | Approved Budget | Requested Additions | Requested Reduction | Revised Budget |
|---------------------------|-------------------------|-----------------|---------------------|---------------------|----------------|
| 001-433-02-230-000-GG-000 | GIS Contracted Services | 35,715          | 0                   | 2,500               | 33,215         |
| 001-433-03-353-000-GG-000 | GIS Computer Software   | 50              | 2,500               | 0                   | 2,550          |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
|                           |                         |                 |                     |                     | 0              |
| <b>Totals</b>             |                         | <b>35,765</b>   | <b>2,500</b>        | <b>2,500</b>        | <b>35,765</b>  |

IBR Prepared by: T Stanton

Approved by:(department head/elected): \_\_\_\_\_ Requested by T Fagan  
 Date: 5/30/2014

Reviewed by: Debbie Keyser Date: 6-2-14  
 Debbie Keyser/County Administrator

Date Submitted to County Commission: \_\_\_\_\_  
 Date Approved: \_\_\_\_\_

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



**REQUEST FOR REVISION TO APPROVED BUDGET**

CONTROL NUMBER

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

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

**2014**  
 FY  
**1**  
 FUND  
**28**  
 REV. NO.  
**1 of 1**  
 PG. OF NO.

Jefferson County Commission  
 GOVERNMENT ENTITY

Person To Contact Regarding  
 Budget Revision: **Tim Stanton**  
 Phone: **304-728-3284 ext 1008**  
 Fax: **304-725-7916**

P.O. Box 250  
 STREET OR PO BOX  
 Charles Town  
 CITY  
 25414  
 ZIP CODE

COUNTY  
 Government Type

**REVENUES: (net each acct.)**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|---------------------|----------------------------|------------|------------|----------------|
|                | #N/A                |                            |            |            | #VALUE!        |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |

**NET INCREASE/(DECREASE) Revenues (ALL PAGES)**

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

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|---------------------|----------------------------|------------|------------|----------------|
| 975            | County Clerk        | 29,300                     | 281        |            | 29,581         |
| 402            | County Clerk        | 872,602                    |            | 281        | 872,321        |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |
|                | #N/A                |                            |            |            |                |

**NET INCREASE/(DECREASE) Expenditures**

APPROVED BY THE STATE AUDITOR

BY: Director, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE



RESOLUTION

At a regular session of the Jefferson County Commission, held on the 5th day of June 2014, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #28 to the General County Fund, a copy of which is entered as part of this record.

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

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

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

\_\_\_\_\_  
Walter Pellish, President  
Jefferson County Commission

**REQUEST FOR REVISION TO APPROVED BUDGET**

CONTROL NUMBER

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

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

**2014**  
 FY  
**1**  
 FUND  
**29**  
 REV. NO.  
**1 of 1**  
 PG. OF NO.

Jefferson County Commission  
 GOVERNMENT ENTITY

Person To Contact Regarding  
 Budget Revision: **Tim Stanton**  
 Phone: **304-724-8425 ext 1008**  
 Fax: **304-725-7916**

P.O. Box 250  
 STREET OR PO BOX  
 Charles Town 25414  
 CITY ZIP CODE

COUNTY  
 Government Type

**REVENUES: (net each acct.)**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION                       | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|-------------------------------------------|----------------------------|------------|------------|----------------|
| 382            | Refunds/Reimbursements (External Sources) | 364,026                    | 41,583     |            | 405,609        |
|                | #N/A                                      |                            |            |            |                |
|                | #N/A                                      |                            |            |            |                |
|                | #N/A                                      |                            |            |            |                |
|                | #N/A                                      |                            |            |            |                |
|                | #N/A                                      |                            |            |            |                |

NET INCREASE/(DECREASE) Revenues (ALL PAGES) **41,583**

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

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION     | PREVIOUSLY APPROVED AMOUNT | (INCREASE) | (DECREASE) | REVISED AMOUNT |
|----------------|-------------------------|----------------------------|------------|------------|----------------|
| 700            | Sheriff-Law Enforcement | 3,510,330                  | 41,583     |            | 3,551,913      |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |
|                | #N/A                    |                            |            |            |                |

NET INCREASE/(DECREASE) Expenditures **41,583**

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

*John H. Dugher Jr*  
 AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

**Budget Revision Summary**

**Budget Revision #29 of FY14**

Sheriff Office overtime wages have exceeded budget as a result of contracted deputy service. Budget revision 29 increases the overtime budget and increases the Sheriff's Office revenue. The specific accounts to increase are as follows:

|                               |                           |          |
|-------------------------------|---------------------------|----------|
| Sheriff Office Reimbursements | 001-382-MM-002            | \$41,583 |
| Sheriff Office Overtime       | 001-700-01-108-001-PS-000 | \$41,583 |

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 5th day of June 2014, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists, as shown on budget revision number #29 to the General County Fund, a copy of which is entered as part of this record.

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

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

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

\_\_\_\_\_  
Walter Pellish, President  
Jefferson County Commission

**FY14 Revenue and Expenditure Projections**  
**Compiled May 27, 2014**

|                               | <b>FY14 budget</b> | <b>May<br/>as of 5/27/14</b> | <b>Variance<br/><br/>(unfavorable)</b> | <b>% Rec'd/Exp</b> | <b>Projection<br/>6/30/2014</b> | <b>Possible<br/>Savings</b> |
|-------------------------------|--------------------|------------------------------|----------------------------------------|--------------------|---------------------------------|-----------------------------|
| <b>Revenue</b>                |                    |                              |                                        |                    |                                 |                             |
| Fund Balance Roll Forward     | 3,114,613          |                              |                                        |                    |                                 |                             |
| Taxes                         | 11,737,159         | 11,234,973                   | (502,186)                              | 95.72              | 11,635,159                      | (102,000)                   |
| Tax Penalties                 | 306,500            | 260,024                      | (46,476)                               | 84.84              | 283,663                         | (22,837)                    |
| Property Transfer             | 1,204,108          | 1,187,208                    | (16,900)                               | 98.60              | 1,232,208                       | 28,100                      |
| Gas/oil                       | 20,000             | 5,294                        | (14,706)                               | 26.47              | 38,000                          | 18,000                      |
| Horse Racing                  | 15,676             | 11,658                       | (4,018)                                | 74.37              | 13,323                          | (2,353)                     |
| Wine Liquor                   | 28,074             | 28,477                       | 403                                    | 101.44             | 32,545                          | 4,471                       |
| Hotel Occupancy               | 556,447            | 442,480                      | (113,967)                              | 79.52              | 482,705                         | (73,742)                    |
| Decal fees                    | 70                 | 56                           | (14)                                   | 80.00              | 61                              | (9)                         |
| Bldg Permits                  | 164,000            | 53,177                       | (110,823)                              | 32.43              | 164,000                         | -                           |
| Misc Permits                  | 112                | 106                          | (6)                                    | 94.64              | 116                             | 4                           |
| Grants                        | 146,196            | 165,381                      | 19,185                                 | 113.12             | 165,381                         | 19,185                      |
| Payment in lieu of taxes      | 9,949              | 9,949                        | -                                      | 100.00             | 9,949                           | -                           |
| Sheriff Service Process       | 18,000             | 14,450                       | (3,550)                                | 80.28              | 15,764                          | (2,236)                     |
| Sheriff Earnings              | 29,593             | 22,183                       | (7,410)                                | 74.96              | 25,352                          | (4,241)                     |
| Clerk Earnings                | 220,431            | 168,566                      | (51,865)                               | 76.47              | 183,890                         | (36,541)                    |
| Circuit Clerk Earnings        | 72,754             | 59,740                       | (13,014)                               | 82.11              | 65,171                          | (7,583)                     |
| Prosecuting Earnings          | 638                | 1,091                        | 453                                    | 171.00             | 1,190                           | 552                         |
| Accident reports              | 3,765              | 3,080                        | (685)                                  | 81.81              | 3,360                           | (405)                       |
| Map Sales                     | 4,809              | 3,303                        | (1,506)                                | 68.68              | 3,603                           | (1,206)                     |
| Rent                          | 46,500             | 43,612                       | (2,888)                                | 93.79              | 47,577                          | 1,077                       |
| 911 Fees                      | 1,140,451          | 1,272,660                    | 132,209                                | 111.59             | 1,366,660                       | 226,209                     |
| Franchise Agreements          | 396,641            | 401,110                      | 4,469                                  | 101.13             | 401,110                         | 4,469                       |
| IRP fees                      | 10,744             | 7,263                        | (3,481)                                | 67.60              | 7,923                           | (2,821)                     |
| Jail fees                     | 100,594            | 85,651                       | (14,943)                               | 85.15              | 85,651                          | (14,943)                    |
| Interest                      | 17,052             | 13,445                       | (3,607)                                | 78.85              | 14,667                          | (2,385)                     |
| Misc revenue                  | 38                 | 190                          | 152                                    | 500.00             | 207                             | 169                         |
| Sheriff Commission            | 11,915             | 11,738                       | (177)                                  | 98.51              | 12,805                          | 890                         |
| Table Games                   | 1,163,539          | 866,683                      | (296,856)                              | 74.49              | 1,031,408                       | (132,131)                   |
| Video Lottery                 | 3,303,301          | 2,875,859                    | (427,442)                              | 87.06              | 3,300,000                       | (3,301)                     |
| Reimbursements                | 363,026            | 353,481                      | (9,545)                                | 97.37              | 385,616                         | 22,590                      |
| Trans from other funds        | -                  | 26,764                       | 26,764                                 | #DIV/0!            | 26,764                          | 26,764                      |
| Concealed Weapons             | -                  | 1,625                        | 1,625                                  | #DIV/0!            | 1,773                           | 1,773                       |
| General School Reimbursements | 291,000            | 238,920                      | (52,080)                               | 82.10              | 260,640                         | (30,360)                    |
| Trns Assessor Val fund        | 495,858            | -                            | (495,858)                              | -                  | 495,858                         | -                           |
| <b>Total Revenue</b>          | <b>24,993,553</b>  | <b>19,870,197</b>            | <b>(2,008,743)</b>                     |                    | <b>21,794,099</b>               | <b>(84,841)</b>             |
| <b>Expenditures</b>           |                    |                              |                                        |                    |                                 |                             |
| Salaries                      | 10,017,282         | 9,007,229                    | 1,010,053                              | 89.92              | 9,757,831                       | 259,451                     |
| FICA                          | 741,087            | 664,005                      | 77,082                                 | 89.60              | 719,339                         | 21,748                      |
| Health Insurance              | 2,064,691          | 1,888,057                    | 176,634                                | 91.45              | 2,045,395                       | 19,296                      |
| Retirement                    | 1,318,170          | 1,205,147                    | 113,023                                | 91.43              | 1,305,576                       | 12,594                      |
| Telephone                     | 378,425            | 307,984                      | 70,441                                 | 81.39              | 335,983                         | 42,442                      |
| Printing                      | 31,425             | 13,212                       | 18,213                                 | 42.04              | 14,413                          | 17,012                      |
| Utilities                     | 293,200            | 286,765                      | 6,435                                  | 97.81              | 312,835                         | (19,635)                    |
| Travel                        | 72,579             | 42,711                       | 29,868                                 | 58.85              | 46,594                          | 25,985                      |
| Bldg Repairs                  | 125,000            | 35,269                       | 89,731                                 | 28.22              | 40,307                          | 84,693                      |
| Equip Repairs                 | 194,718            | 98,278                       | 96,440                                 | 50.47              | 107,212                         | 87,506                      |
| Auto Repairs                  | 8,000              | 4,626                        | 3,374                                  | 57.83              | 5,047                           | 2,953                       |
| Postage                       | 122,970            | 91,498                       | 31,472                                 | 74.41              | 99,816                          | 23,154                      |

FY14 Revenue and Expenditure Projections  
 Compiled May 27, 2014

|                                 | FY14 budget       | May<br>as of 5/27/14 | Variance<br><br>(unfavorable) | % Rec'd/Exp | Projection<br>6/30/2014 | Possible<br>Savings |
|---------------------------------|-------------------|----------------------|-------------------------------|-------------|-------------------------|---------------------|
| Equipment Rent                  | 142,900           | 128,983              | 13,917                        | 90.26       | 140,709                 | 2,191               |
| Ads/Legal Publications          | 53,970            | 24,659               | 29,311                        | 45.69       | 26,901                  | 27,069              |
| Training                        | 72,859            | 34,132               | 38,727                        | 46.85       | 37,235                  | 35,624              |
| Dues                            | 96,310            | 60,606               | 35,704                        | 62.93       | 66,116                  | 30,194              |
| Professional Services           | 439,744           | 313,370              | 126,374                       | 71.26       | 341,858                 | 97,886              |
| Audit Costs                     | 35,000            | 17,100               | 17,900                        | 48.86       | 35,000                  | -                   |
| Bonds/Workers Comp              | 436,212           | 360,947              | 75,265                        | 82.75       | 386,212                 | 50,000              |
| Sheriff Court Costs             | 1,000             | -                    | 1,000                         | -           | -                       | 1,000               |
| Contracted Services             | 462,253           | 291,568              | 170,685                       | 63.08       | 318,074                 | 144,179             |
| Bank Charges                    | 500               | 358                  | 142                           | 71.60       | 391                     | 109                 |
| Retired Insurance Prem          | 85,000            | 74,266               | 10,734                        | 87.37       | 81,017                  | 3,983               |
| Materials/supplies              | 479,194           | 279,874              | 199,320                       | 58.41       | 305,317                 | 173,877             |
| Record Books                    | 9,500             | 2,432                | 7,068                         | 25.60       | 2,653                   | 6,847               |
| Vehilce Fuel                    | 231,000           | 198,860              | 32,140                        | 86.09       | 216,938                 | 14,062              |
| Jail Costs                      | 1,200,000         | 983,496              | 216,504                       | 81.96       | 1,180,195               | 19,805              |
| Uniforms                        | 70,200            | 42,496               | 27,704                        | 60.54       | 46,359                  | 23,841              |
| State Computer                  | 47,997            | 50,603               | (2,606)                       | 105.43      | 50,603                  | (2,606)             |
| Computer Software               | 9,250             | 2,475                | 6,775                         | 26.76       | 2,700                   | 6,550               |
| Computer Hardware               | 146,697           | 32,873               | 113,824                       | 22.41       | 146,697                 | -                   |
| Tech Support                    | 20,000            | 13,856               | 6,144                         | 69.28       | 20,000                  | -                   |
| Tech Fees & Lic                 | 97,260            | 17,202               | 80,058                        | 17.69       | 97,260                  | -                   |
| Capital Outlay                  | 29,300            | 29,580               | (280)                         | 100.96      | 29,580                  | (280)               |
| Transfer to other funds         | 47,000            | 31,250               | 15,750                        | 66.49       | 47,000                  | -                   |
| Contributions to other entities | 3,212,460         | 3,021,618            | 190,842                       | 94.06       | 3,161,756               | 50,704              |
| Contingency                     | 2,200,400         | -                    | -                             | -           | -                       | -                   |
| <b>Total Expenditures</b>       | <b>24,993,553</b> | <b>19,657,385</b>    | <b>3,135,768</b>              |             | <b>21,530,919</b>       | <b>1,262,234</b>    |
| Natural Gas Study not Funded    |                   |                      |                               |             |                         | (20,000)            |
| Net Variances                   |                   |                      |                               |             |                         | 1,157,394           |
| Budget Deficit                  |                   |                      |                               |             |                         | (914,213)           |
| Surplus (as of June 30th)       |                   |                      |                               |             |                         | 243,181             |
| Post Close Salary Accruals      |                   |                      |                               |             |                         | (375,000)           |
| Post Close Estimated Deficit    |                   |                      |                               |             |                         | (131,819)           |

**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Barbara J. Miller, CEM, CFM

Department or Organization: Jefferson County Homeland Security and Emergency Management

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: June 05, 2014

If a specific date is needed, please provide reason for specific date: Click here to enter text.

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

Subject (Wording to be placed on agenda): Approval of contract with J.H. Consulting, LLC to update the Jefferson County COOP (Continuity of Operations Plan)

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

The Jefferson County COOP was last updated in 2012. Since that time, there have been many changes within departments and with services that are needed to provide for the continuity of county government. The update of the plan is within our regular departmental budget. Additionally, this contract provides for a Table Top Exercise (TTX) with Department Heads upon the completion of the plan. J.H. Consulting developed the original document and this is an update to that original plan.

Is this a funding request? Y/N Click here to enter text.

If so, how much? \$Click here to enter text.

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

1. I move to approve the contract with J.H. Consulting in the amount of \$5,000 to update the Jefferson County COOP and to develop and carry out a table top exercise for County Government Department Heads.

Attach supporting documents for request, or request may be denied.

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/WI FI Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: [bmiller@jeffersoncountywv.org](mailto:bmiller@jeffersoncountywv.org) Phone Number: 304-728-3290 .

**FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS**

Click here to enter text.

Financial impact is \$5,000 from Barb's budget for this fiscal year. monies are available.

Debbie Keyser



May 2, 2014

Ms. Barbara Miller, Director  
Jefferson County Homeland Security and Emergency Management  
28 Industrial Boulevard, Suite 101  
Kearneysville, WV 25430

**Re: Jefferson County Continuity of Operations Plan Updates**

Dear Ms. Miller:

Please accept this letter as a proposal for consulting services for the above-referenced project. We have included a brief project approach and cost estimate for your review.

Project Approach

As you know, Continuity of Operations (COOP) plans require frequent updating to remain viable policies for ensuring the continued operations of local government offices. JH Consulting, LLC proposes to partner with Jefferson County Homeland Security and Emergency Management to update the county's existing COOP plan.

To begin this project, we would review the existing document to determine where it can be strengthened. We will also work with your office to obtain an updated list of county departments, department heads, etc. This information will allow us to determine specific changes that should be made to the plan.

The next step would be to coordinate with individual department heads to confirm that such items as essential functions, lines of succession, alternate sites, recovery resources, vital records, and vital systems and equipment are up to date. This interface can be in the form of a face-to-face workshop, video conference, and/or teleconference. While workshops are excellent ways for us to obtain department-specific information, they also serve as opportunities to education Jefferson County's department heads as to their responsibilities during a continuity activation.

Following the department-specific workshops, we will discuss any macro-level changes that are necessary with your office as well as other departments. With the initial list of specific changes, departmental workshop notes, and macro-level notes, we will update the existing document accordingly.

The deliverables for this project will include updated paper copies of the plan as well as one master (i.e., editable) and two distributable electronic copies.

Upon conclusion of the plan update, we will work with your office to design a tabletop exercise for your department heads to serve as continued training on the updated continuity plan.

*29 East Main Street, Suite 1, Buckhannon, WV 26201*

*(304) 473-1009 Fax: (304) 473-1099*

*www.jhcmemergencypreparedness.com*

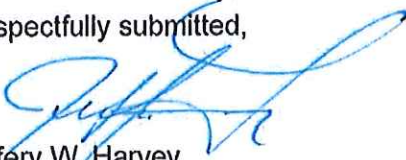
Please note that the Homeland Security Exercise and Evaluation Program (HSEEP) process would be used to design the exercise and that it would be accompanied by a complete after-action report and improvement plan.

Cost Estimate

Our fee for this project would be a lump sum of \$5,000.00. This fee includes all hourly and direct costs necessary to complete the project. You would receive an invoice, payable Net 60, upon completion of the scope of work.

As always, thank you for considering JH Consulting, LLC for this project. Should you have any questions or comments, feel free to contact me at (304) 473-1009 or by email at [jharvey@jhcemergencypreparedness.com](mailto:jharvey@jhcemergencypreparedness.com).

Respectfully submitted,



Jeffery W. Harvey  
Owner, Preparedness Division Manager

## CONSULTING AGREEMENT

This Consulting Agreement, effective as of May 29, 2014, is between the Jefferson County Commission, a local governing body representing Jefferson County, West Virginia with an address of 124 East Washington Street, Charles Town, WV 25414, hereinafter referred to as "Commission", and JH Consulting, LLC, a limited liability company with an address of 29 East Main Street, Suite 1, Buckhannon, WV 26201, hereinafter referred to as "Contractor".

WHEREAS Contractor provides services related to emergency preparedness, including but not limited to assessing vulnerability, operations planning, and exercising;

WHEREAS the Commission desires to obtain from Contractor certain emergency preparedness services, and Contractor desires to provide such services to the Commission, all on the terms and conditions set forth in this Agreement.

The parties agree as follows:

1. **Services to Be Provided.** Subject to the availability of Contractor resources, Contractor will provide services as detailed in the Scope of Work (attached proposal dated May 2, 2014). It is expressly understood and agreed that for the purposes of this Agreement, the services are undertaken by Contractor in the capacity of an independent contractor. Contractor shall be entitled to give priority to its own business needs in determining the availability of its employees to provide the services.
2. **Term and Termination.** The Agreement shall begin as of the date first stated above and continue until December 31, 2014, unless either party serves written notice thirty (30) days in advance of its intent to cancel the Agreement.
3. **Compensation, Payment, and Expense Reimbursement.** Contractor will provide the Commission with invoices for services on or before June 30, 2014. Commission will pay invoices within 60 days of the date of the invoice. Payments not received in a timely manner will incur interest at the rate of 5% per annum.
4. **Data Ownership and Security.** Commission shall retain ownership of the data and all work produced by the Contractor and will be transferred upon completion of the contractual obligations and payment of all outstanding invoices.
5. **Client Confidentiality.** The Contractor and all support staff agree to comply with all federal and state laws concerning the confidentiality of information concerning individuals rendering services by the Commission. Such information shall only be used for the purpose of carrying out this Agreement. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual or appropriate order of a court. Information is not considered confidential if it: (i) is generally available to the public at the time of the disclosure; (ii) is already known to Contractor at the time of the disclosure, (iii) has been disclosed to Contractor by a third party under no obligation of confidentiality, or (iv) has been established independently by Contractor.
6. **Contractor Work Product.** Commission agrees to keep Contractor's work product confidential and will not disseminate Contractor's work product to third parties or cause it to be modified without Contractor's consent.
7. **Liability and Indemnification.** Neither party shall be liable to the other for the death or injury to any employee of the other, or loss of or cause of damage to its property, unless caused solely by its own negligence or willful action. Each party shall indemnify and hold harmless the other for any loss, damage or injury, including reasonable attorneys' fees and expenses, (a) caused by a breach of this Agreement by such party, or (b) suffered by any third party and arising out of such party's performance of this Agreement.

8. **Disclaimer; No Assurance of Success.** Except as otherwise provided herein, Contractor makes no warranties, representations, or assurances of success of any kind or nature, express or implied, relating to the services, including any warranties of merchantability and fitness for a particular purpose. Contractor specifically disclaims any and all warranties or representations concerning the services.
9. **Limitations of Liability.** Contractor shall not be responsible for any third party actions or inactions preventing Contractor from providing services. Furthermore, Contractor shall not be liable to the Commission with respect to services or this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable theory for any amounts representing loss of revenues, loss of profits, loss of business, cost of the procurement of substitute goods or services, loss of anticipated benefits and/or indirect or consequential, special, incidental, contingent, exemplary or punitive damages, even if Contractor was advised, had other reason to know, or in fact knew of the possibility of such damages.
10. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees not to seek to persuade any of the other party's employees, consultants, directors, or officers to discontinue their association with the other party or become involved directly or indirectly in any endeavor that might compete with the other party's business.
11. **Amendment of Agreement.** This Agreement is the entire Agreement between the parties and may not be amended at any time except by a written Agreement signed by both parties.
12. **No Third Party Beneficiaries.** This Agreement is not intended to create any third party beneficiary rights in any person not a party to this Agreement, regardless of whether any other person may be named herein.
13. **Assignment.** Commission may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the prior written consent of Contractor, except pursuant to an assignment of its interests to an entity within its control group.
14. **Force Majeure.** The date for performance of either party's obligations hereunder shall be postponed to the extent any event of force majeure delays the performance of the obligations of either party hereunder.
15. **Signatures.** Each person executing this Agreement represents and warrants that he or she has the authority to act for and bind the entity on whose behalf he or she purports to act.
16. **Notice.** Any notice, request, or approval or other document required or permitted to be given under this Agreement shall be in writing unless otherwise provided herein; and shall be deemed to have been sufficiently given if delivered in person, dispatched by U.S. mails, or sent by other electronic means where receipt can be verified, as follows.

If to Contractor, addressed to: Jeffery W. Harvey, Managing Member, JH Consulting, LLC,  
29 East Main Street, Suite 1, Buckhannon, WV 26201

If to Commission, addressed to: Jefferson County Commissioners, 124 East Washington  
Street, Charles Town, WV 25414

Either party may change its address for receipt of notices by delivering a notice thereof pursuant to this Section 16.

17. **Severability.** Should any portion of this Agreement be found unenforceable to operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.
18. **Applicable Law.** This Agreement is to be construed in accordance with the laws of the State of West Virginia.
19. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations, understandings, and writings between the parties as to the matters covered herein.
20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. **Binding Effect.** This Agreement shall be binding upon the legal representatives, heirs, successors, and assigns of the respective parties.
22. **Waiver.** Any waiver by any party of any act, failure to act, or breach on the part of the other party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act, or breach by such other party.
23. **Survival.** The terms and provisions of Sections 3 through 10 shall survive the termination of this Agreement.

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

**Contractor**



\_\_\_\_\_  
Jeffery W. Harvey, Managing Member  
JH Consulting, LLC

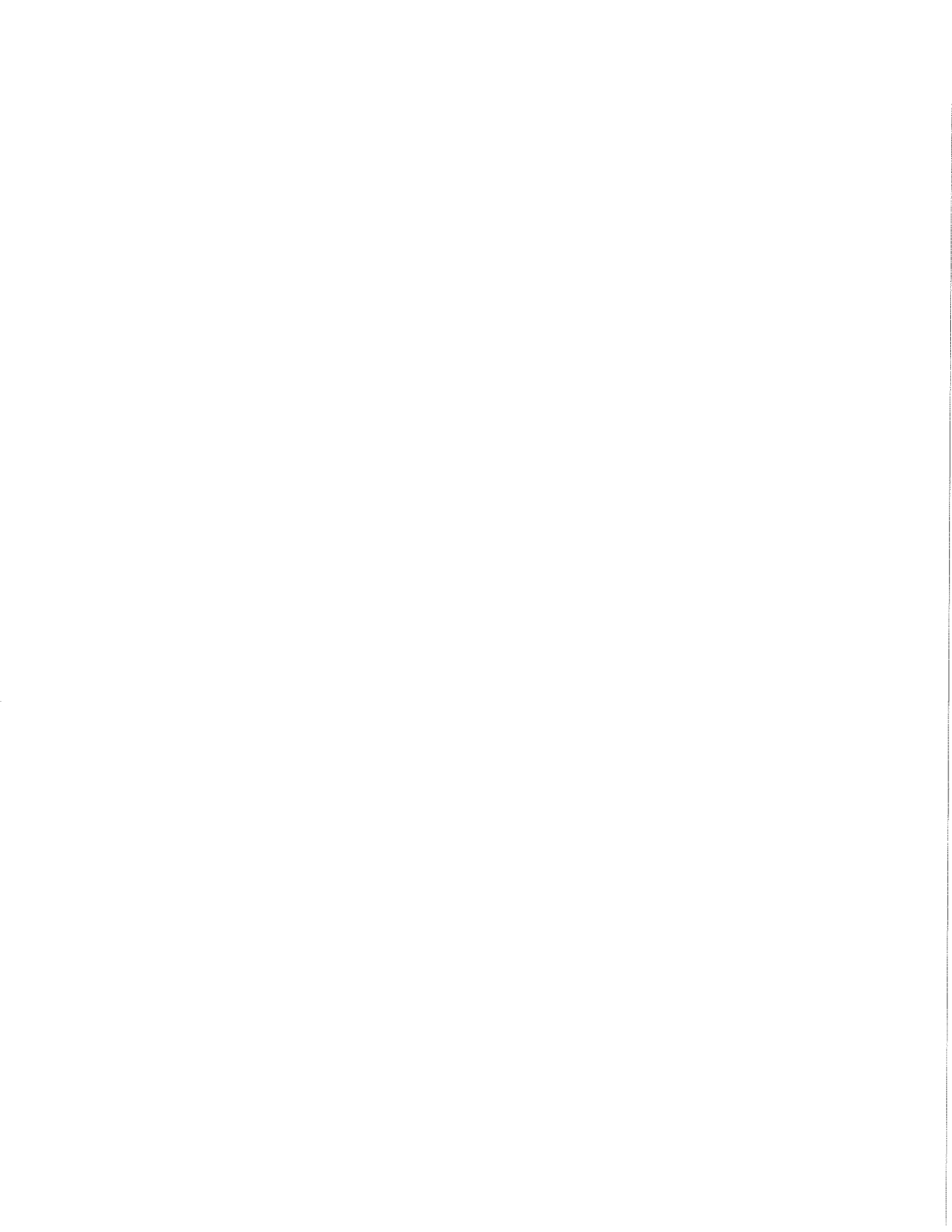
5-29-2014

\_\_\_\_\_  
Date

**Commission**

\_\_\_\_\_  
Walt Pellish, President  
Jefferson County Commissioner

\_\_\_\_\_  
Date



AGENDA REQUEST FORM  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Dale Manuel

Department or Organization: Jefferson County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 5, 2014

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

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

Subject (*Wording to be placed on agenda*): Establishment of a date/time for WVDOH Road Summit for Jefferson County

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

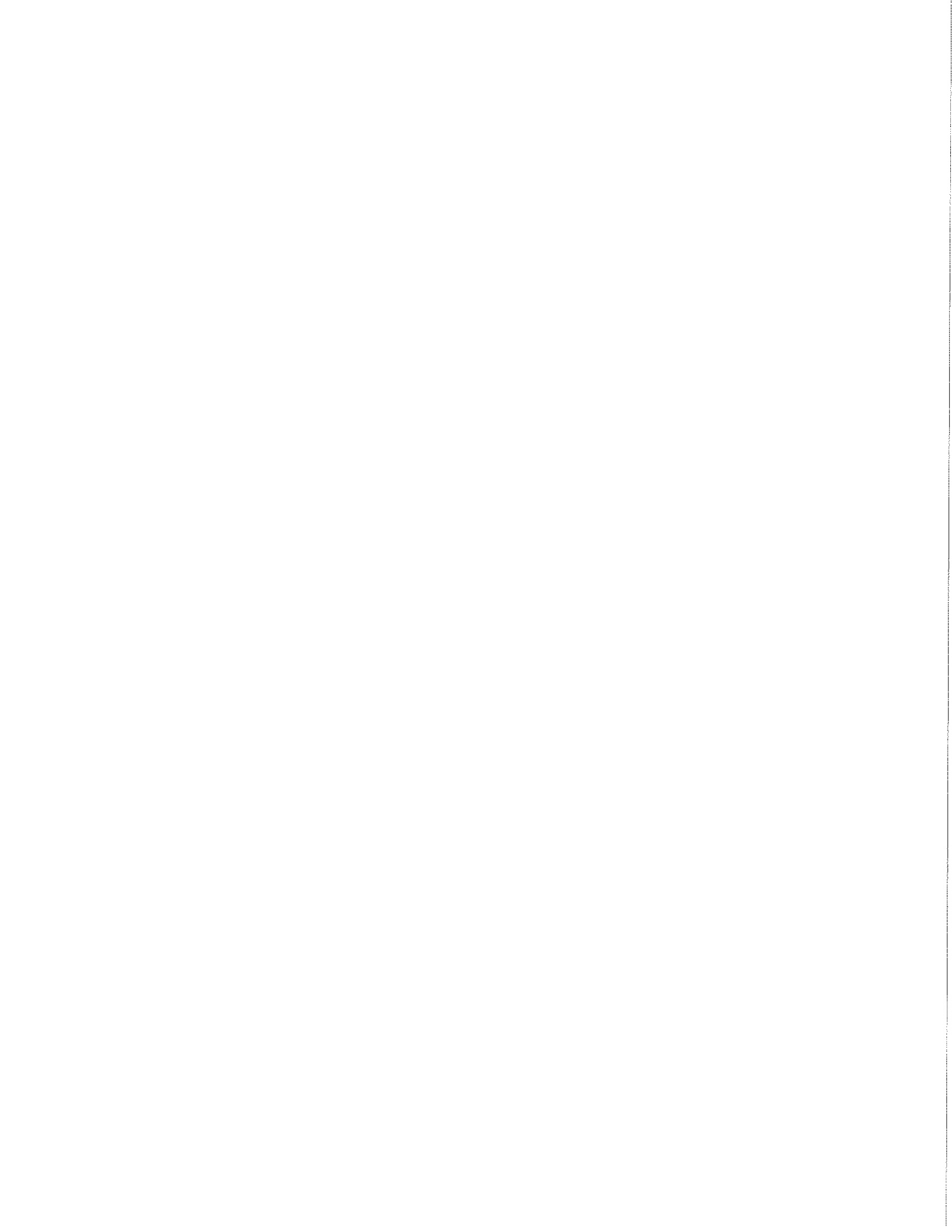
Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Dale Manuel

Department or Organization: **Jefferson County Commission**

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

Date Requested – 1<sup>st</sup> Choice: **June 05, 2014**

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

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

Subject (*Wording to be placed on agenda*): **Set date/time for PSD presentation to the Commission outlining \$15 million dollar sewer project, including the possible impact on the ratepayers**

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

Is this a funding request?    Y/N NO

If so, how much?                \$

Provide exact financial impact/request:

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

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed?        Projector    Y/N                Internet/Wi Fi    Y/N                Telephone for conference call    Y/N

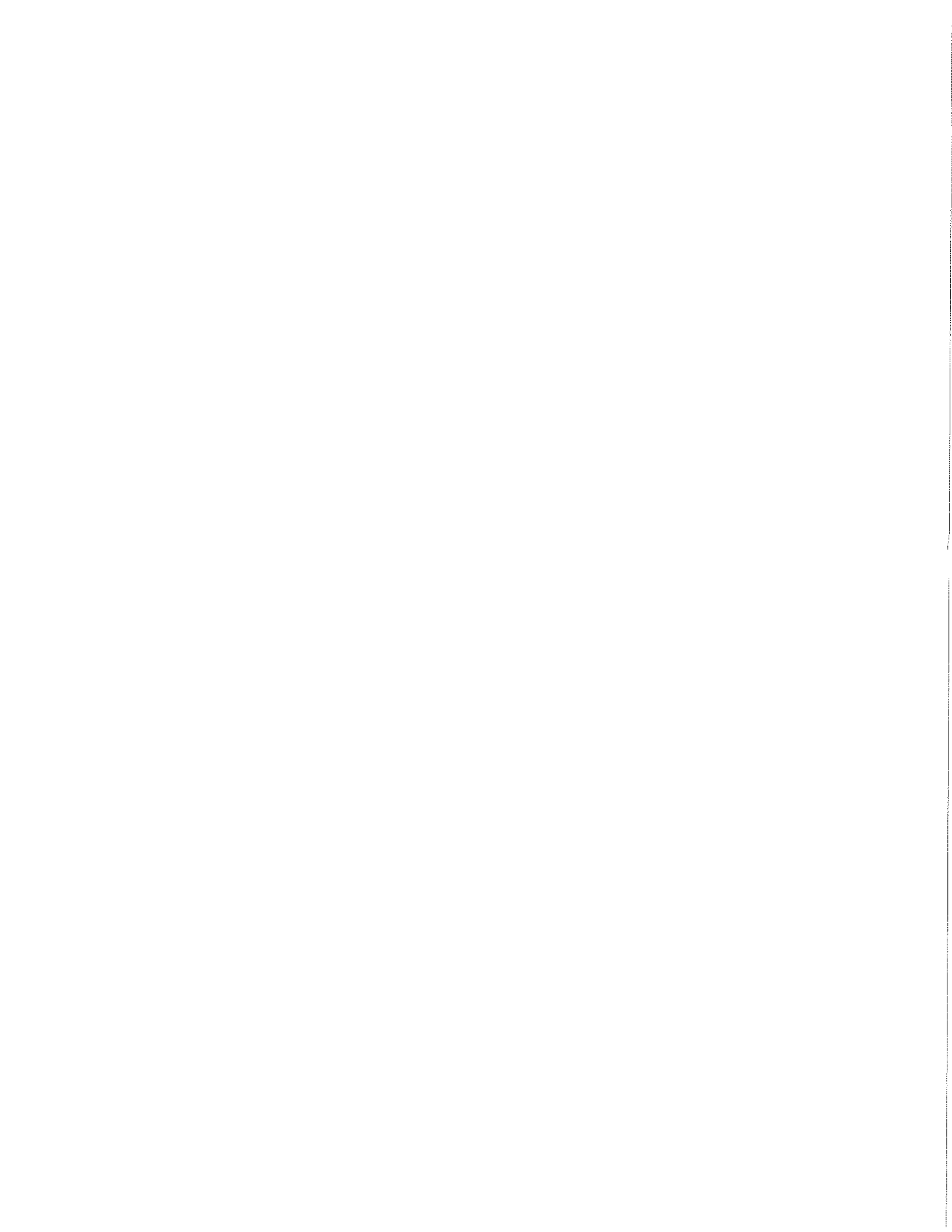
Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Debbie Keyser, County Administrator**

Department or Organization: County Commission

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **June 5, 2014**

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): Approval of Jefferson County Website Contract – Vision Internet Providers, Inc.

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

Is this a funding request? Y/N Click here to enter text.

If so, how much? \$Click here to enter text.

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

**Motion to approve the Contract for Vision Internet Providers, Inc. and to authorize the President Pro Tem to affix her signatures to the appropriate documents**

Attach supporting documents for request, or request may be denied.

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: Click here to enter text. Phone Number: Click here to enter text.

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

## Scope of Work

This Attachment A ("Attachment A") describes the Scope of Work for website development services, to be performed by Vision Internet ("Contractor") for Jefferson County Commission ("County"). In this document the words "we," "us," and "ours" refer to the Contractor. The word "you" refers to the County.

Implementation of the website will include:

### Navigation Design

The Contractor will consult with the County on how best to organize your website's content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content.

The Contractor will deliver the following:

- Homepage layout wireframe

### Graphic Design

The Contractor will provide the County with one homepage design concept for your approval. The Contractor will provide revisions of the homepage design concept. Upon approval of the final homepage design concept by the County, the Contractor will create up to three interior page designs.

The Contractor will deliver the following:

- One homepage design concept
- Approved homepage design
- Up to three interior page templates

### Vision Content Management System™

The Contractor will implement the County's website using the Vision Content Management System™ ("visionCMS™"). Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

The visionCMS™ will be implemented with the following components:

#### SITE ADMINISTRATION AND SECURITY

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder

County's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

## Attachment A

- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

### CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

### ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

### USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

### DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

County's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

#### OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

#### ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

#### ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Extranet (Members Only)
- Responsive Design with visionMobile™

#### Additional HTML Template

The Contractor will provide the County with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Attachment A.

County's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

### Implementation Stages and Project Schedule

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

| Implementation Step                                                                                                                                                                                         | Avg. Duration        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Vision Stage</b> <ul style="list-style-type: none"> <li>Initial kick-off call with County's project manager</li> <li>Survey preparation and review</li> <li>Review project goals and timeline</li> </ul> | 2 – 4 Weeks          |
| <b>Concept Stage</b> <ul style="list-style-type: none"> <li>Define navigation strategy</li> <li>Homepage layout wireframe</li> </ul>                                                                        | 2 – 4 Weeks          |
| <b>Design Stage</b> <ul style="list-style-type: none"> <li>Unique, custom graphic design</li> <li>Custom icons, buttons, screen elements, and backgrounds</li> <li>Homepage design comp</li> </ul>          | 3 – 4 Weeks          |
| <b>Development Stage</b> <ul style="list-style-type: none"> <li>Implementation of visionCMST™</li> <li>Integration of interactive components</li> <li>Migration of up to 50 pages of content</li> </ul>     | 4 – 9 Weeks          |
| <b>Quality Assurance, Documentation, and Training Stage</b> <ul style="list-style-type: none"> <li>Final testing</li> <li>Customized training manual</li> <li>Web-based training</li> </ul>                 | 2 – 3 Weeks          |
| <b>Soft Launch &amp; Final Launch</b> <ul style="list-style-type: none"> <li>Move website to production server</li> <li>Completed website</li> <li>Website goes live</li> </ul>                             | 2 Weeks              |
| <b>Total estimated time to launch</b>                                                                                                                                                                       | <b>15 - 26 Weeks</b> |

\* The schedule may vary depending on additional components and participant decision times.

County's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

**Website Development and Hosting Services  
Terms and Conditions**

1. These Terms and Conditions, and any attachment signed by the parties attached hereto, represent the complete agreement and understanding ("Agreement") between Vision Internet Providers, Inc., a California corporation ("Contractor"), and Jefferson County Commission ("County"), and supersedes any other written or oral agreement with regard to the website development and hosting services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. County and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Contractor will provide the following services to County in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. This Agreement, County activities and all discussions regarding County website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of County. It is agreed that a designee of County, [redacted] will be project manager, with decision making authority on behalf of County, for purposes of this Agreement.

**Comment [KB1]:** Please enter the name of your primary contact person.

3. Contractor agrees to perform Website Development as described in "Attachment A" at a price of \$~~21,450~~**23,975**.

(a) County agrees to pay Contractor as follows:

- (i) An initial payment equal to 20% of the total cost;
- (ii) A payment equal to 20% of the total cost upon County approval of the homepage wireframe;
- (iii) A payment equal to 20% of the total cost upon County approval of homepage design comp;
- (iv) A payment equal to 20% of the total cost upon implementation of the Vision Content Management System on a Contractor's server;
- (v) A payment equal to 20% of the total cost upon Completion of the website.

4. Documents & Data; Licensing of Intellectual Property: This Agreement creates a non-exclusive and perpetual license for County to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, County understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

5. Intentionally omitted.

6. Intentionally omitted.

7. Additional services not covered in this Agreement and extra hours will be presented to County for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. County shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Extra Work as defined herein.

8. Intentionally omitted.

9. County shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

10. County understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9 and 10, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9 and 10 and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website will be optimized for 1024 x 768 pixels resolution or above. County understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 R2 ("MS-SQL"). County understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. County is responsible for the costs of all software licensing.

County understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 guidelines on accessibility as follows: Compliance standards will be verified via Watchfire's Bobby™ software to be compliant to automatic checkpoints prior to Completion. County understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by County or any third party.

11. Limited Warranty: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to County upon delivery of website files to County ("Completion"). All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("Warranted Problem") for a period of twelve (12) months from the date of Completion. --All

~~programming code developed by Contractor within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion").~~ Contractor will create a backup of the website on the date of Completion. If any ~~w~~Warranted ~~p~~Problem arises while County or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon County's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Comment [KB2]: Please note the updated language.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by County to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

12. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

13. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. County acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

14. Contractor may use any web pages developed for the County in any of its own promotional materials as examples of its work. County agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

15. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the County's web pages during the effective period of this Agreement. County expressly authorizes Contractor to display and/or modify any County supplied images, data, information and other items in connection with the services provided herein.

16. County agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. County hereby agrees that any text, data, graphics, or any other material published by County on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

17. Intentionally omitted.

18. With regard to web hosting, the Parties agree that Contractor is not providing hosting. At County's request, Contractor will assist County with setting up the

3

County's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

website on County's server. A flat rate of \$475 will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.~~Intentionally omitted.~~

19. Contractor will defend, hold harmless and indemnify County from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

20. County will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of County's negligence or intentional misconduct or failure to perform obligations under this Agreement.

21. Estimated times are included for convenience. Actual times will vary depending on County interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

22. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of County with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred.

23. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

24. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

25. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

26. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

27. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel.

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

28. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party or Parties prevailing shall be entitled to reasonable attorney's fees and court costs incurred by reason of such action.

29. Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute(s) in question; or any other question of arbitrability or form of disagreement or conflict among the Parties to the Agreement, shall be submitted to final and binding arbitration at the request of either Party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each Party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

30. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

31. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

32. In the case of any conflict between the Terms and Conditions, Proposal, and Attachment A, the following order of priority shall be utilized: Terms and Conditions, Attachment A, Proposal.

33. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

34. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

35. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

36. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

(a) County: Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

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

(b) Contractor:

Vision Internet Providers, Inc.  
2530 Wilshire Boulevard, 2nd Floor  
Santa Monica, California 90403  
Attn: Steven Chapin  
Cc: Rose De Vries  
Fax: (310) 656-3103

JEFFERSON COUNTY COMMISSION

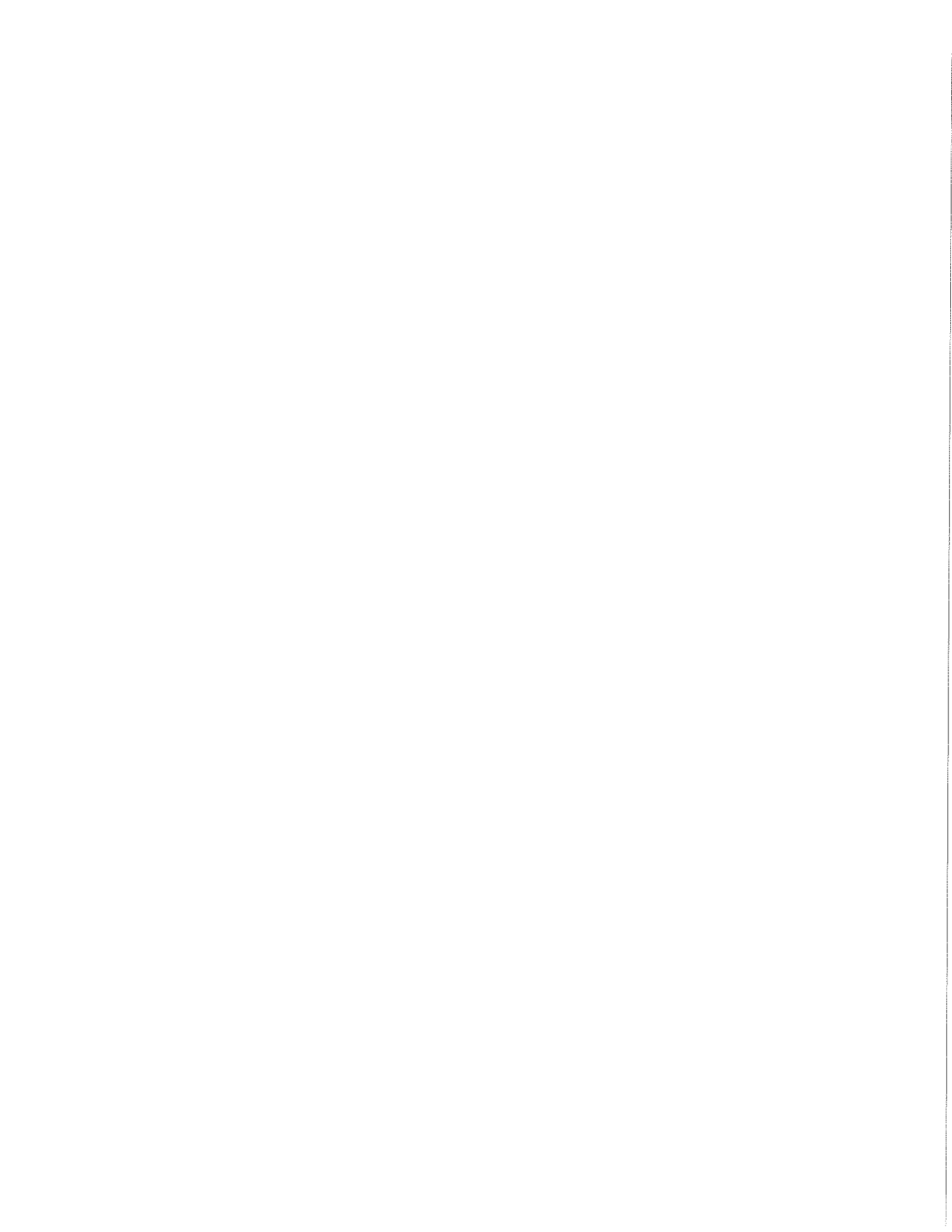
DATE: \_\_\_\_\_ By: \_\_\_\_\_

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_

VISION INTERNET PROVIDERS, INC.

DATE: \_\_\_\_\_ By: \_\_\_\_\_

STEVEN CHIAPIN Title: President



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: Debbie Keyser

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: June 5, 2014

*If a specific date is needed, please provide reason for specific date:* Need asap to ensure HRA implementation by July 1st.

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

Subject (*Wording to be placed on agenda*):

Please provide the County Commission with a description of your request or presentation, including any background information:  
**New broker of record was approved. This is to approve MOU between County Commission and broker of record for FY2014-2015.**

Is this a funding request? Y/N No. Monies for services are part of the contract with vendors and already included in the cost of benefits.

If so, how much? \$

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

Attach supporting documents for request, or request may be denied.

Motion to approve the MOU for the new broker of record with Millienium.

If not attached, explain:

Is equipment needed? Projector Y/N. Internet/Wi Fi Y/N. Telephone for conference call Y/N

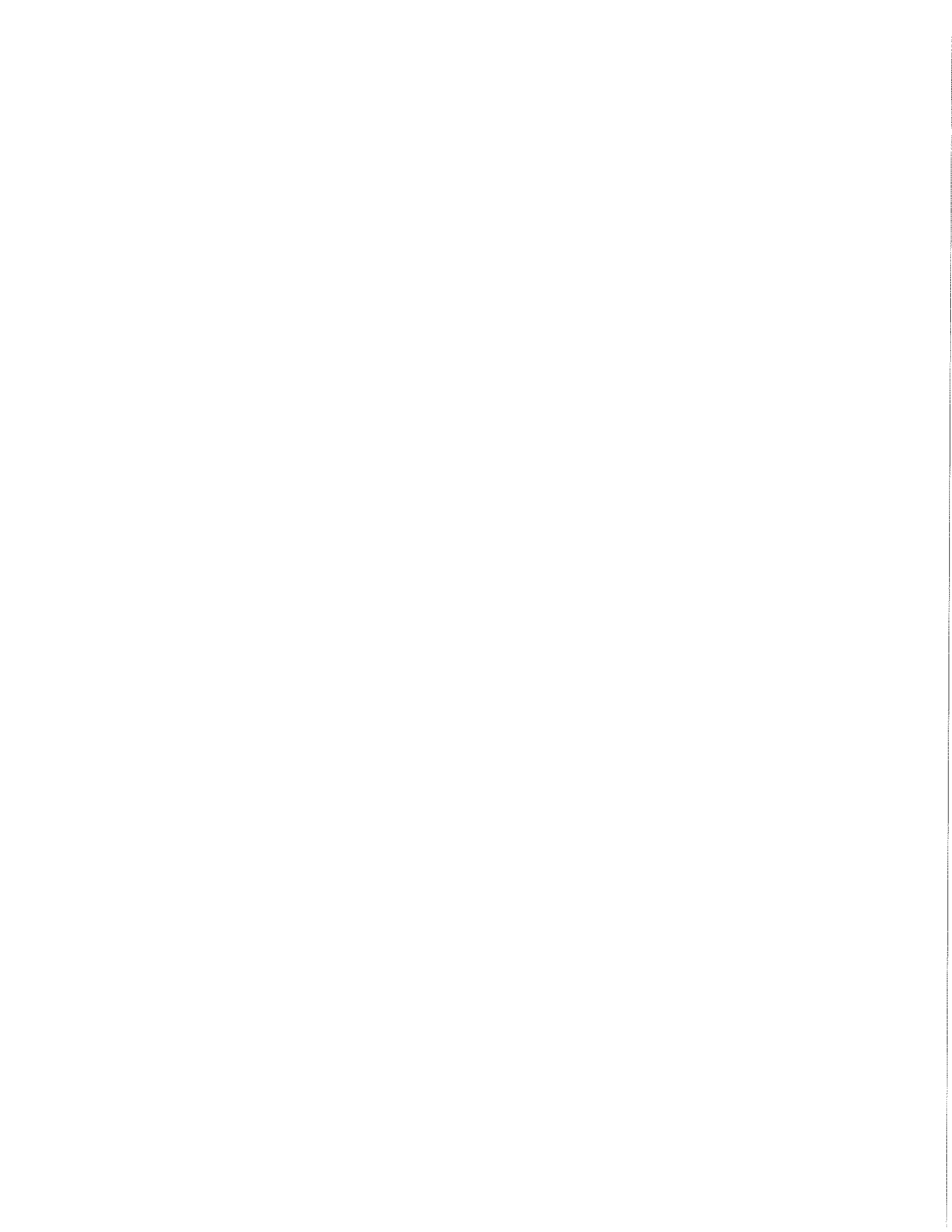
Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

|  |
|--|
|  |
|--|



**AGENDA REQUEST FORM**  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)



Name: **Debbie Keyser, County Administrator**

Department or Organization: County Commission

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **June 5, 2014**

*If a specific date is needed, please provide reason for specific date:* Click here to enter text.

Date Requested – 2<sup>nd</sup> Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*): Approval of Request for Proposal for Information Technology Support Services

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

Is this a funding request? Y/N Click here to enter text.

If so, how much? \$Click here to enter text.

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

**Motion to approve the Request for Proposal for Information Technology Support Services and to distribute, place on County Website, send out on email alerts and advertise the RFP**

Attach supporting documents for request, or request may be denied.

If not attached, explain: Click here to enter text.

Is equipment needed? Projector Y/N Click here to enter text. Internet/Wi Fi Y/N Click here to enter text.

Telephone for conference call Y/N Click here to enter text.

Contact information:

Email address: Click here to enter text. Phone Number: Click here to enter text.

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

**Request for Proposal**  
**Information Technology Support Services**

# RFP – IT Support Services for Jefferson County, WV

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## Request for Proposal Information Technology Support Services

**\*\*\* DRAFT \*\*\***

Proposals will be received by the County of Jefferson for information Technology Support Services. Interested vendors should submit one original and 4 copies of their proposal response in an envelope marked as follows:

### **IT Support Services**

Debbie Keyser, County Administrator

Jefferson County Commission

124 E. Washington Street

Charles Town, WV 25414

Or send electronically to: [dkeyser@jeffersoncountywv.org](mailto:dkeyser@jeffersoncountywv.org)

Formal proposals must be received by Friday, June 27<sup>th</sup> at 5:00 p.m. Bids will be opened and read on Monday, June 30<sup>th</sup> at 4:00 p.m.

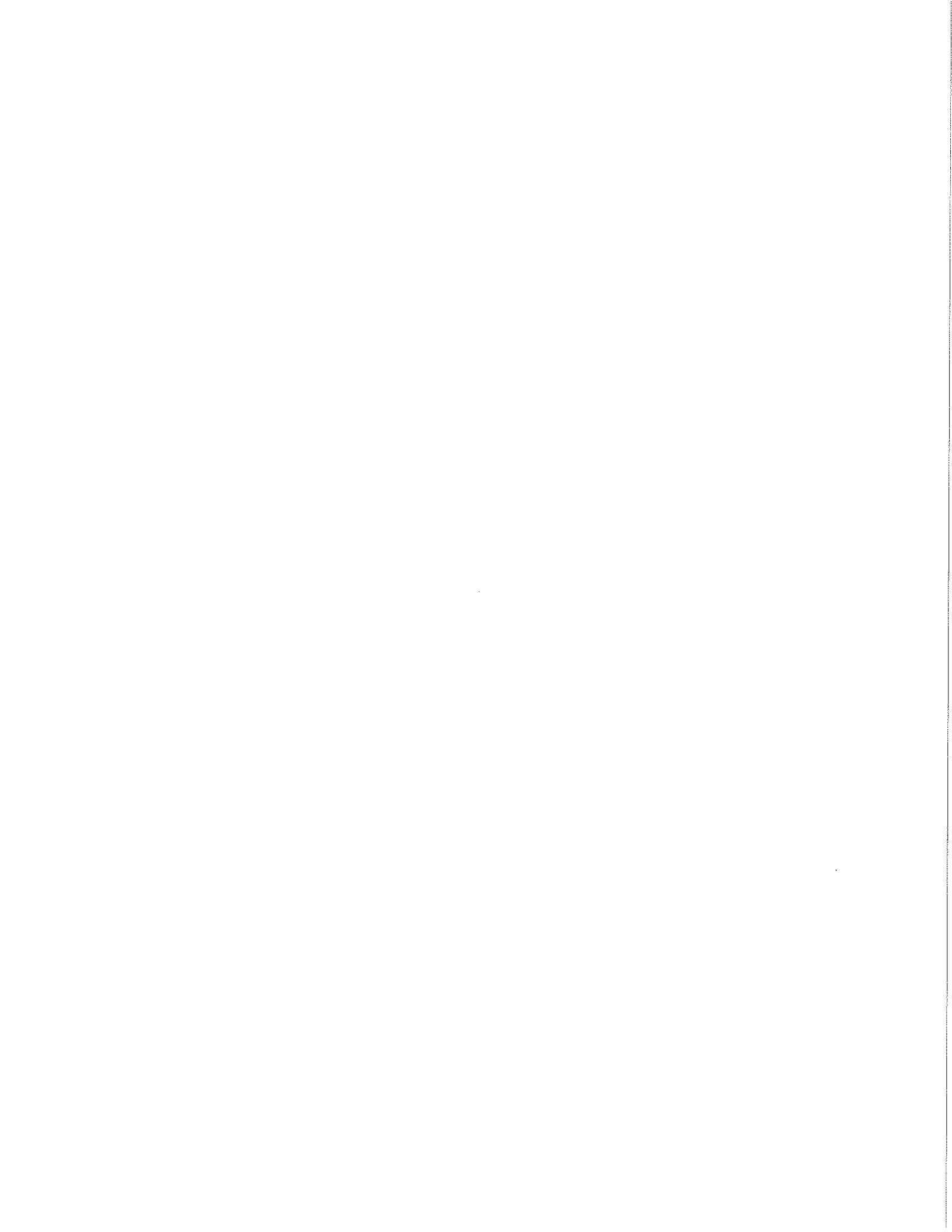
Vendors are required to provide as much detail as possible in this proposal, regarding scope of services, approach to protecting and securing the technology used by the County, and their capability and experience. The County will utilize evaluation and selection criteria, based on the County's standard proposal process, to determine an acceptable vendor. The County reserves the right to reject any or all proposals or to accept any proposal considered most advantageous.

Copies of the RFP (Request for Proposal) are available electronically by contacting Jefferson County Administrator, Debbie Keyser. Please direct all inquiries to Debbie Keyser at 304-728-3281 or [dkeyser@jeffersoncountywv.org](mailto:dkeyser@jeffersoncountywv.org).

Prepared by:

Jefferson County Commission Staff

May, 2014





Name: Patti Hamilton  
Department or Organization: WV Association of Counties

Estimation of amount of time needed for appointment: 15 minutes

Date Requested - 1<sup>st</sup> Choice:  
If a specific date is needed, please provide reason for specific date: June 5<sup>th</sup>

Date Requested - 2<sup>nd</sup> Choice:

Subject (Wording to be placed on agenda): Legislative update + association update!

Please provide the County Commission with a description of your request or presentation, including any background information:  
Update on the work of the WV Association of Counties

Is this a funding request? Y/N  NO  
If so, how much? >  
Provide exact financial impact/request:

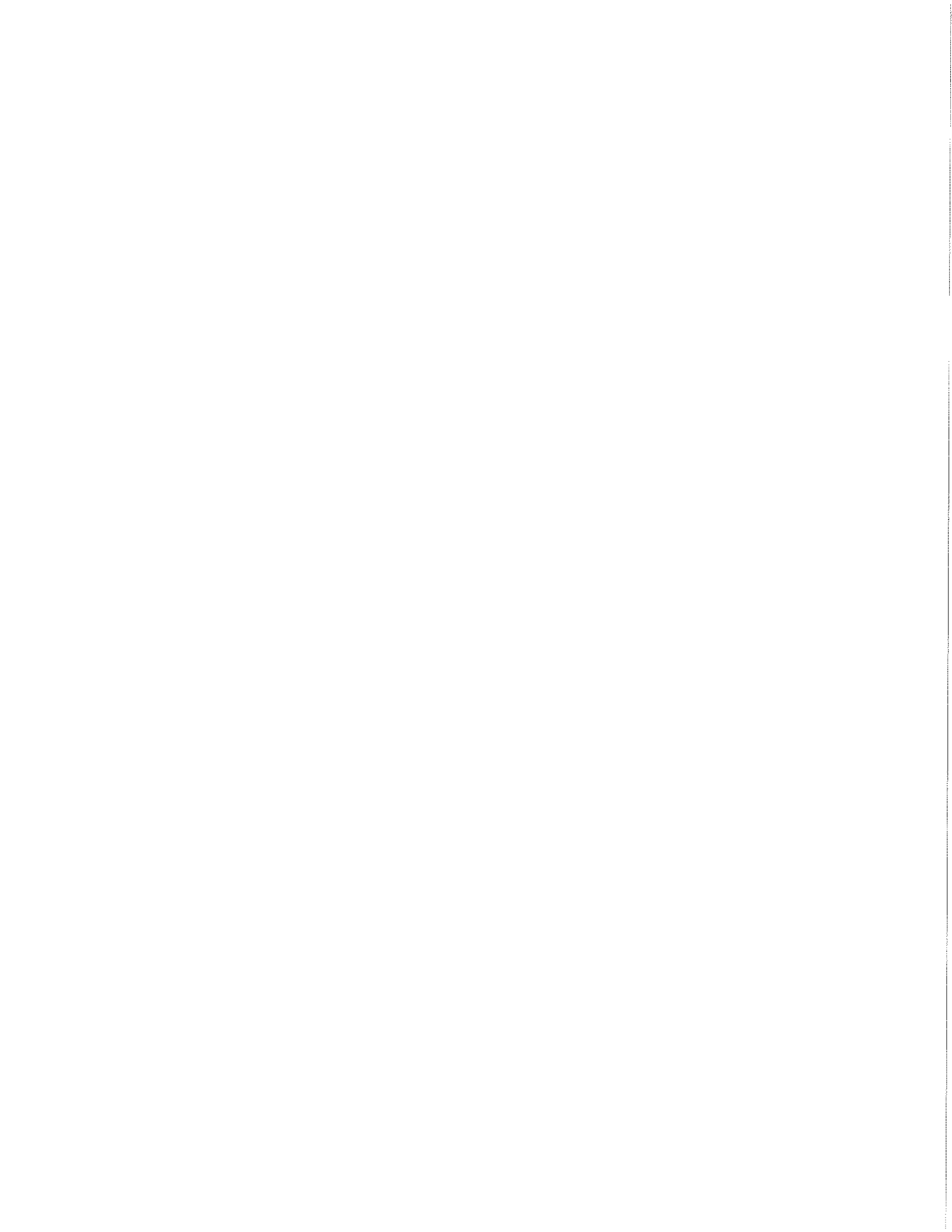
Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

Attach supporting documents for request, or request may be denied.  
If not attached, explain:

Is equipment needed? NO Projector  Internet/Wi Fi  Telephone for conference call

Contact information: Patti Hamilton  
Email address: patti@wvaco.org Phone Number: 304-346-0591

| FOR COMMISSION STAFF USE ONLY - FINANCIAL IMPACT/RECOMMENDATION |
|-----------------------------------------------------------------|
| not applicable                                                  |





**JEFFERSON COUNTY  
COMMISSION OFFICES  
WILL BE CLOSED ON  
FRIDAY, JUNE 20, 2014 IN  
ORDER TO OBSERVE WEST  
VIRGINIA DAY**

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, **June 19, 2014**, or as soon thereafter as the Commission may decide:

**HOME Consortium Council - one unexpired term ending June 30, 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, no later than 12:00 pm on the Monday before the scheduled appointment.

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

**SPIRIT OF JEFFERSON:**

**PLEASE ADVERTISE ON:**

**May 28 & June 4, 11**

**THANKS - JEFFERSON COUNTY COMMISSION**

## **NOTICE OF INTENT TO APPOINT**

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 19, 2014 or as soon thereafter as the Commission may decide:

**Jefferson County Property Safety Enforcement Agency - One two year term ending February 8, 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, no later than 12:00 pm the Monday prior to the scheduled appointment.

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

**SPIRIT OF JEFFERSON:**

**PLEASE ADVERTISE ON:**

**May 28 & June 4, 11**

**THANKS - JEFFERSON COUNTY COMMISSION**

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 19, 2014, or as soon thereafter as the Commission may decide:

**Planning Commission - one unexpired term ending March 31, 2016**

TRAINING FOR PLANNING COMMISSION

*Newly appointed members to the Jefferson County Planning Commission governed by state law must attend a training seminar/orientation provided by the Jefferson County Planning Department to familiarize themselves with the laws and procedures governing that commission. This training should be undertaken with two (2) months after the appointee has taken office.*

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, no later than 12:00 pm the Monday prior to the proposed date of appointment.

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

**SPIRIT OF JEFFERSON:**

**PLEASE ADVERTISE ON:**

**May 28 & June 4, 11**

**THANKS - JEFFERSON COUNTY COMMISSION**

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 19, 2014 or as soon thereafter as the Commission may decide:

**Board of Zoning Appeals - one unexpired term ending January 1, 2015.**

**Board of Zoning Appeals - two alternate positions ending January 1<sup>st</sup>, 2015 and 2016 respectively**

*Alternates: Alternate members shall have all powers and duties of a regular Board member when sitting on a case and shall continue to participate in the case until a final decision is reached. Alternate members shall serve by rotation based upon seniority of appointment to the Board.*

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, no later than 12:00 pm the Monday prior to the appointment date.

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

**SPIRIT OF JEFFERSON:**

**PLEASE ADVERTISE ON:**

**May 28 & June 4, 11**

**THANKS - JEFFERSON COUNTY COMMISSION**

## Sandy McDonald

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**From:** Jessica Carroll [jcarroll@jeffersoncountywv.org]  
**Sent:** Friday, May 30, 2014 10:49 AM  
**To:** 'Dale Manuel'; 'Walter Pellish'; 'Jane M Tabb'; 'Lyn Widmyer'; 'Patricia Noland'  
**Cc:** sandy@jeffersoncountywv.org; 'Debbie Keyser'  
**Subject:** FW: proposed ambulance fees

**From:** [weste7607@frontiernet.net](mailto:weste7607@frontiernet.net) [mailto:[weste7607@frontiernet.net](mailto:weste7607@frontiernet.net)]  
**Sent:** Friday, May 30, 2014 10:30 AM  
**To:** [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org)  
**Subject:** proposed ambulance fees

I read with interest the article in the Journal today (May 30, 2014) on the proposal to do away with the ambulance authority to supplement fire companies and EMS companies. I have attended several meeting concerning this issue and have missed several more as they were not publicized as discussions of this proposal. Otherwise, I would have attended most enthusiastically. As you may know, I am fiercely opposed to this fee. It is the job of government to protect the public, both from criminal activity and fire damage. I think the protection or help mitigating the damage from fire has been sorely lacking and now you are proposing that we pay for this less than good service, i.e. . the destruction of the Locust Hill building at the golf course, the vaporization of the Dairy Queen (which is within spitting distance of the nearest fire department) and several homes that have been either demolished or partially destroyed by fire in the past few months.

Now I do recognize that the fire department if volunteer, which means that it takes longer for this group of very unselfish and brave men extra time to reach the fire department building, don their turnout gear and get to the fire so my problem is not with these volunteer fire men. I really do have a soft spot in my heart for the fire departments, especially the volunteer ones. However, as it is your job to provide protection for the citizen of Jefferson County the fault lies with the governing bodies, not the various volunteer fire departments. I know this fee is to provide ambulance service during the day by hiring more government workers and getting the funding from the public. The commissioners answer to every problem is to hire more government workers and throw more money at the problem. Fire protection is a fundamental obligation of any government and should be paid for by our taxes, not a special fee. I do believe that the reason you are calling it a fee is that when you run for re-election you want to be able to claim that you have not raised taxes which would be true but there will be no mention of extra fees for fundamental services. If we need a full time fire department, complete with ambulance service than for God's sake establish a full time fire department and ambulance service and increase out taxes. That I would not object to. Your approach is dishonest and that I do object to.

I recently had to have an ambulance move me from Jefferson Hospital to City hospital in Martinsburg and the fee was \$85 which I paid almost immediately. Now as a senior citizen my cost for this proposal would be a grand total of \$20 as the \$40 fee would be cut in half for seniors, How much will it cost you to collect this fee if I refuse to pay? More than \$20 I'm pretty sure. I also think it would make a very interesting article for the Journal if the Jefferson County commissioners go after a 73 year old senior citizen to collect a \$20 fee. Stop trying to hide this increase in cost of living here behind a fee and just call it a tax increase as that's what it is. And by the by, adding it to the property tax for the purposes of car registration is, at least in most states, illegal and won't pass a court challenge. So good luck with that approach. If it is a tax increase, I will pay it with no protest but I so dislike the lying and hiding that's going on with this "fee", I hope everyone of you who is supporting it loses the next election.

Sincerely

Margaret W. Davies



Loudoun County, Virginia

Planning Department  
1 Harrison Street, S.E., MSC #62  
Leesburg, Virginia 20175  
Telephone (703) 777-0246 • Fax (703) 777-0441

May 20, 2014

Received

Debbie Keyser  
County Administrator  
PO Box 250  
Charles Town, WV 25414-0250

MAY 27 2014

Jefferson County Commission

RE: ZMAP 2014-0001 Mapping of Route 28 Optional Overlay Zoning Districts

Dear Ms. Keyser,

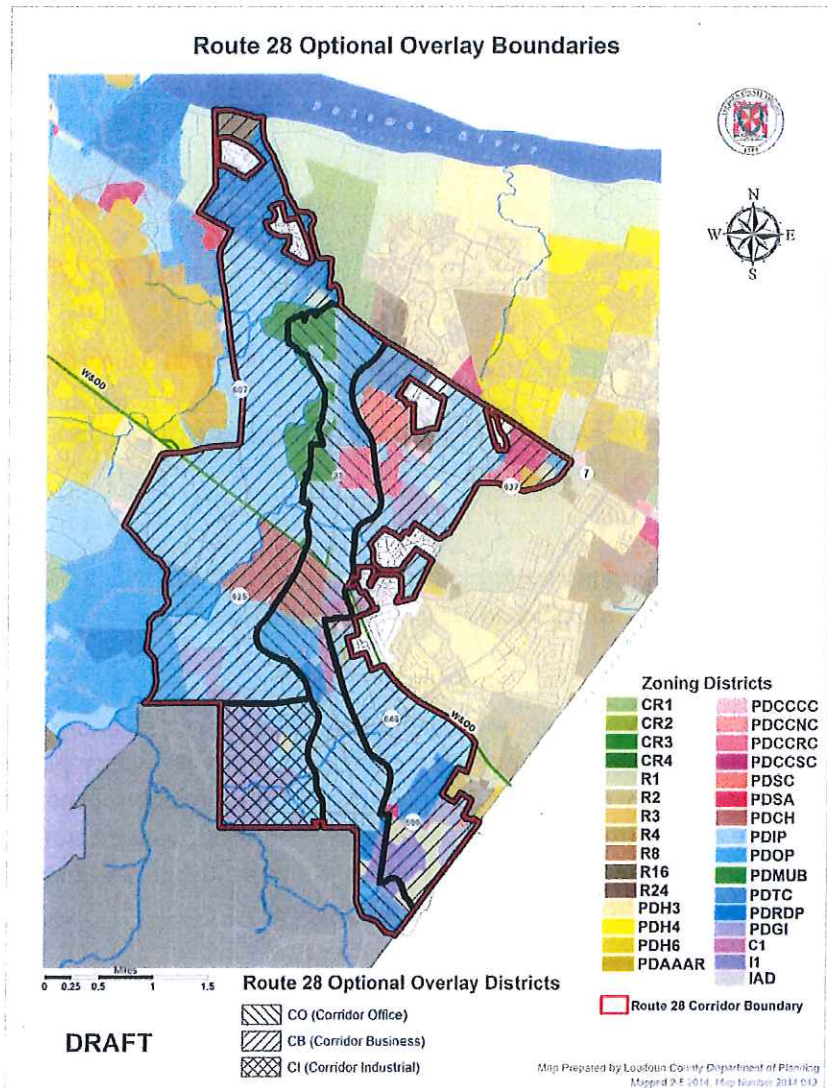
As part of the legal notice requirements contained in Section 15.2-2204 (Amended) of the Code of Virginia, the following regulations must be addressed relating to notification of adjacent counties and municipalities:

“When a proposed comprehensive plan or amendment thereto, a proposed change in zoning map classification, or an application for special exception or variance involves any parcel of land located within one-half mile of a boundary of an adjoining county or municipality 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 ten days before the hearing to the chief administrative officer, or his designee, of such adjoining county or municipality.”

In accordance with these regulations, this is to inform you that on **June 11, 2014** the Loudoun County Board of Supervisors will hold a public hearing on a Zoning Map Amendment regarding the mapping of the recently adopted Route 28 Optional Overlay Zoning Districts.

The proposed amendment would establish the boundaries of the Route 28 Optional Overlay zoning districts approved by the Loudoun County Board of Supervisors. The zoning district regulations are currently located within Division “D” to Article 4 of the Revised 1993 Zoning Ordinance and include the “Route 28 CO (Corridor Office)”, “Route 28 CB (Corridor Business)”, and “Route 28 CI (Corridor Industrial)” Optional Overlay zoning districts. The proposed amendment to the Loudoun County Zoning Map would permit a parcel located within an Optional Overlay zoning district to have three (3) development options without the need for Board of Supervisors approval. Mapping of the Route 28 Optional Overlay districts is the final step to implement the Route 28 Zoning Regulations and the Route 28 Corridor Plan (see map).

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, June 11, 2014, at 6:00 p.m.** Written comments can be provided to the Loudoun County Board of Supervisors, 1 Harrison St., S.E., MSC #01, Leesburg, Virginia, 20175 or at [bos@loudoun.gov](mailto:bos@loudoun.gov).



The Board of Supervisors staff report and all attachments will be available online at <http://www.loudoun.gov/bos> after June 2, 2014.

Should you have any questions, please do not hesitate to contact me at 703-777-0246.

Sincerely,

Joseph Carter, AICP, CZA, GISP  
Project Manager  
ZMAP 2014-0001, Mapping of Route 28 Optional Overlay Zoning Districts

cc: Public File



## Loudoun County, Virginia

Planning Department

1 Harrison Street, S.E., MSC #62

Leesburg, Virginia 20175

Telephone (703) 777-0246 • Fax (703) 777-0441

May 20, 2014

Debbie Keyser  
County Administrator  
PO Box 250  
Charles Town, WV 25414-0250

Received

MAY 27 2014

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 **June 11, 2014** the Loudoun County Board of Supervisors will hold a public hearing on a Comprehensive Plan Amendment (CPAM) regarding the Greenway Transit Connector, Lexington Drive (Route 3000), Miller Drive, Riverside Parkway (Route 2401), and Shaw Road (Route 636).

The proposed CPAM 2014-0001, Countywide Transportation Plan Technical Amendments: Greenway Transit Connector, Lexington Drive, Miller Drive, Riverside Parkway, and Shaw Road would revise Chapter 2, Appendix 1, Appendix 2, and the *Revised 2030 Countywide Transportation Plan Map* of the 2010 Countywide Transportation Plan, adopted June 15, 2010, amended through December 11, 2013. The proposed amendment changes text and maps in order to revise the planned alignment of the Greenway Transit Connector Road by relocating it to the south, eliminate Lexington Drive as a Countywide Transportation Plan (CTP) roadway, eliminate a segment of Miller Drive located between Sycolin Road (Route 625) east to Kincaid Boulevard Extended as a planned CTP roadway, add a new segment of Riverside Parkway (Route 7 North Collector Road) to be located between Loudoun County Parkway (Route 607) west to Ashburn Village Boulevard (Route 2020 Extended) as a new planned CTP roadway, and eliminate the segments of Shaw Road located north of Moran Road/Belfort Park Drive (Route 634 Extended) and west of Davis Drive (Route 868) as planned CTP roadways.

The proposed technical amendments as described above call for the establishment of new road segments for Croson Lane (Route 645), the Greenway Transit Connector, and Riverside Parkway (Route 7 North Collector Road). The amendments propose a new road segment for Croson Lane (Route 645) to be located from Old Ryan Road (Route 772) to Moorefield Boulevard in Moorefield Station, with a planned ultimate condition of 3 lanes (local access undivided urban collector) within a 70-foot right-of-way with a 30 mph design speed. The amendments propose two new segments for the relocated Greenway Transit Connector, with one segment located between Moorefield Boulevard in Moorefield Station to Devin Shafron Drive in Loudoun Station, including the Transit Connector Bridge over the Dulles Greenway (Route 267), with a planned ultimate condition of 2 lanes (local access undivided urban collector) within

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

| Week Ending Date                                         | Week Ending<br>May 17, 2014<br>FY14 |
|----------------------------------------------------------|-------------------------------------|
| <b>To be Deposited on:</b>                               | May 23, 2014                        |
| <b>Amount Played</b>                                     | 59,680,124.74                       |
| <b>Amount Won</b>                                        | 53,557,381.62                       |
| <b>Amount Promo</b>                                      | 199,861.00                          |
| <b>MWAP Contribution</b>                                 | <u>2,935.48</u>                     |
| <b>Adjusted Gross Terminal Revenue</b>                   | <u>5,919,946.64</u>                 |
| <b>Administrative Costs @ 4%</b>                         | 0.00                                |
| <b>Excess Lottery Fund @ 4%</b>                          | <u>236,797.87</u>                   |
| <b>Net Terminal Revenue</b>                              | <u>5,683,148.77</u>                 |
| <b>Surcharge @ 10%</b>                                   | 568,314.88                          |
| <b>State Share Excess @ 58%</b>                          | 329,622.63                          |
| <b>Track Share of Capital Reinvestment @ 42%</b>         | 238,692.25                          |
| <i>Track Share of Capital Reinvestment @ 42% - 96%</i>   | 229144.56                           |
| <i>Track Share of Capital Reinvestment @ 42% - 4%</i>    | 9547.69                             |
| <b>Adjusted Net Terminal Revenue</b>                     | <u>5,114,833.89</u>                 |
| <b>Racetrack @ 46.50% / 42%</b>                          | 2,148,230.23                        |
| <b>Lottery Fund @ 30% / 0%</b>                           | 0.00                                |
| <b>Excess Lottery Fund @ 0% / 41%</b>                    | 2,097,081.90                        |
| <b>Race Track Purses @ 7% / 14% / 8%</b>                 | 409,186.71                          |
| <b>Workers' Compensation Debt Reduction @ 7% / 0%</b>    | 0.00                                |
| <b>Employee Pension Fund @ 1% / .5%</b>                  | 25,574.17                           |
| <b>Greyhound Development @ .75%</b>                      | 38,361.25                           |
| <b>Thoroughbred Development @ .75%</b>                   | 38,361.25                           |
| <b>Racing Commission @ 1%</b>                            | 51,148.34                           |
| <b>County/Municipality @ 2%</b>                          | 102,296.68                          |
| <b>3% Funds:</b>                                         |                                     |
| <b>Tourism Promotion Fund @ 1.375%</b>                   | 70,328.97                           |
| <b>Development Office Promotion Fund @ .375%</b>         | 19,180.63                           |
| <b>Research Challenge Fund @ .5%</b>                     | 25,574.17                           |
| <b>Capitol Renovation and Improvement Fund @ .6875%</b>  | 35,164.48                           |
| <b>2004 Capitol Complex Parking Garage Fund @ .0625%</b> | 3,196.77                            |
| <b>1% Funds:</b>                                         |                                     |
| <b>State Capitol Complex Parking Garage @ 1%</b>         | 0.00                                |
| <b>Cultural Facilities and Capitol Resources @ .5%</b>   | 0.00                                |
| <b>Capitol Dome and Capitol Improvements @ .5% / 1%</b>  | <u>51,148.34</u>                    |
|                                                          | <u>5,114,833.89</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                | \$ 123,049.56             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/03/13                   | \$ 116,180.80                | \$ 116,180.80             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/10/13                   | \$ 120,078.64                | \$ 120,078.64             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/17/13                   | \$ 124,888.56                | \$ 124,888.56             | \$ -                 | \$ -             | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 08/24/13                   | \$ 118,284.44                | \$ 89,882.12              | \$ 28,402.32         | \$ 2,252.30      | \$ 11,332.53              | \$ 616.33                 | \$ 9,565.90      | \$ 4,635.26                 |
| 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                | \$ 67,758.74              | \$ 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      | \$ 21,656.90              | \$ 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     | \$ 8,956.66                 |
| 10/05/13                   | \$ 111,901.48                | \$ 55,950.74              | \$ 55,950.74         | \$ 4,436.89      | \$ 22,324.35              | \$ 1,214.13               | \$ 18,844.21     | \$ 9,131.16                 |
| 10/12/13                   | \$ 111,675.84                | \$ 55,837.92              | \$ 55,837.92         | \$ 4,427.95      | \$ 22,279.33              | \$ 1,211.68               | \$ 18,806.21     | \$ 9,112.75                 |
| 10/19/13                   | \$ 122,654.40                | \$ 61,327.20              | \$ 61,327.20         | \$ 4,863.25      | \$ 24,469.55              | \$ 1,330.80               | \$ 20,655.00     | \$ 10,008.60                |
| 10/26/13                   | \$ 105,708.12                | \$ 52,854.06              | \$ 52,854.06         | \$ 4,191.33      | \$ 21,088.77              | \$ 1,146.93               | \$ 17,801.25     | \$ 8,625.78                 |
| 11/02/13                   | \$ 115,087.08                | \$ 57,543.54              | \$ 57,543.54         | \$ 4,563.20      | \$ 22,959.87              | \$ 1,248.70               | \$ 19,380.66     | \$ 9,391.11                 |
| 11/09/13                   | \$ 109,333.52                | \$ 54,666.76              | \$ 54,666.76         | \$ 4,335.07      | \$ 21,812.04              | \$ 1,186.27               | \$ 18,411.76     | \$ 8,921.62                 |
| 11/16/13                   | \$ 112,991.92                | \$ 56,495.96              | \$ 56,495.96         | \$ 4,480.13      | \$ 22,541.89              | \$ 1,225.96               | \$ 19,027.84     | \$ 9,220.14                 |
| 11/23/13                   | \$ 97,257.24                 | \$ 48,628.62              | \$ 48,628.62         | \$ 3,856.25      | \$ 19,402.82              | \$ 1,055.24               | \$ 16,378.12     | \$ 7,936.19                 |
| 11/30/13                   | \$ 119,291.32                | \$ 59,645.66              | \$ 59,645.66         | \$ 4,729.90      | \$ 23,798.62              | \$ 1,294.31               | \$ 20,088.66     | \$ 9,734.17                 |
| 12/07/13                   | \$ 94,612.48                 | \$ 47,306.24              | \$ 47,306.24         | \$ 3,751.38      | \$ 18,875.19              | \$ 1,026.55               | \$ 15,932.74     | \$ 7,720.38                 |
| 12/14/13                   | \$ 58,458.04                 | \$ 29,229.02              | \$ 29,229.02         | \$ 2,317.86      | \$ 11,662.38              | \$ 634.27                 | \$ 9,844.33      | \$ 4,770.18                 |
| 12/21/13                   | \$ 89,162.04                 | \$ 44,581.02              | \$ 44,581.02         | \$ 3,535.27      | \$ 17,787.83              | \$ 967.41                 | \$ 15,014.89     | \$ 7,275.62                 |
| 12/28/13                   | \$ 124,234.28                | \$ 62,117.14              | \$ 62,117.14         | \$ 4,925.89      | \$ 24,784.74              | \$ 1,347.94               | \$ 20,921.05     | \$ 10,137.52                |
| 01/04/14                   | \$ 125,927.76                | \$ 62,963.88              | \$ 62,963.88         | \$ 4,993.04      | \$ 25,122.59              | \$ 1,366.32               | \$ 21,206.23     | \$ 10,275.70                |
| 01/11/14                   | \$ 75,871.88                 | \$ 37,935.94              | \$ 37,935.94         | \$ 3,008.32      | \$ 15,136.44              | \$ 823.21                 | \$ 12,776.62     | \$ 6,191.15                 |
| 01/18/14                   | \$ 98,837.28                 | \$ 49,418.64              | \$ 49,418.64         | \$ 3,918.90      | \$ 19,718.04              | \$ 1,072.38               | \$ 16,644.20     | \$ 8,065.12                 |
| 01/25/14                   | \$ 85,441.60                 | \$ 42,720.80              | \$ 42,720.80         | \$ 3,387.76      | \$ 17,045.60              | \$ 927.04                 | \$ 14,388.37     | \$ 6,972.03                 |
| 02/01/14                   | \$ 95,363.20                 | \$ 47,681.60              | \$ 47,681.60         | \$ 3,781.15      | \$ 19,024.96              | \$ 1,034.69               | \$ 16,059.16     | \$ 7,781.64                 |
| 02/08/14                   | \$ 90,869.04                 | \$ 45,434.52              | \$ 45,434.52         | \$ 3,602.96      | \$ 18,128.37              | \$ 985.93                 | \$ 15,302.35     | \$ 7,414.91                 |
| 02/15/14                   | \$ 82,152.16                 | \$ 41,076.08              | \$ 41,076.08         | \$ 3,257.33      | \$ 16,389.36              | \$ 891.35                 | \$ 13,834.42     | \$ 6,703.62                 |
| 02/22/14                   | \$ 123,047.96                | \$ 61,523.98              | \$ 61,523.98         | \$ 4,878.85      | \$ 24,548.07              | \$ 1,335.07               | \$ 20,721.28     | \$ 10,040.71                |
| 03/01/14                   | \$ 115,489.56                | \$ 57,744.78              | \$ 57,744.78         | \$ 4,579.16      | \$ 23,040.17              | \$ 1,253.06               | \$ 19,448.44     | \$ 9,423.95                 |
| 03/08/14                   | \$ 100,879.88                | \$ 50,439.94              | \$ 50,439.94         | \$ 3,999.89      | \$ 20,125.53              | \$ 1,094.55               | \$ 16,988.17     | \$ 8,231.80                 |
| 03/15/14                   | \$ 108,829.32                | \$ 54,414.66              | \$ 54,414.66         | \$ 4,315.08      | \$ 21,711.45              | \$ 1,180.80               | \$ 18,326.86     | \$ 8,880.47                 |
| 03/22/14                   | \$ 101,469.24                | \$ 50,734.62              | \$ 50,734.62         | \$ 4,023.26      | \$ 20,243.11              | \$ 1,100.94               | \$ 17,087.42     | \$ 8,279.89                 |
| 03/29/14                   | \$ 102,349.20                | \$ 51,174.60              | \$ 51,174.60         | \$ 4,058.15      | \$ 20,418.67              | \$ 1,110.49               | \$ 17,235.60     | \$ 8,351.69                 |
| 04/05/14                   | \$ 110,459.80                | \$ 55,229.90              | \$ 55,229.90         | \$ 4,379.73      | \$ 22,036.73              | \$ 1,198.49               | \$ 18,601.43     | \$ 9,013.52                 |
| 04/12/14                   | \$ 97,306.36                 | \$ 48,653.18              | \$ 48,653.18         | \$ 3,858.20      | \$ 19,412.62              | \$ 1,055.77               | \$ 16,386.39     | \$ 7,940.20                 |
| 04/19/14                   | \$ 108,938.44                | \$ 54,469.22              | \$ 54,469.22         | \$ 4,319.41      | \$ 21,733.22              | \$ 1,181.98               | \$ 18,345.23     | \$ 8,889.38                 |
| 04/26/14                   | \$ 103,274.36                | \$ 51,637.18              | \$ 51,637.18         | \$ 4,094.83      | \$ 20,603.23              | \$ 1,120.53               | \$ 17,391.40     | \$ 8,427.19                 |
| 05/03/14                   | \$ 109,515.44                | \$ 54,757.72              | \$ 54,757.72         | \$ 4,342.29      | \$ 21,848.33              | \$ 1,188.24               | \$ 18,442.40     | \$ 8,936.46                 |
| 05/10/14                   | \$ 102,023.52                | \$ 51,011.76              | \$ 51,011.76         | \$ 4,045.23      | \$ 20,353.69              | \$ 1,106.96               | \$ 17,180.76     | \$ 8,325.12                 |
| 05/17/14                   | \$ 102,296.68                | \$ 51,148.34              | \$ 51,148.34         | \$ 4,056.06      | \$ 20,408.19              | \$ 1,109.92               | \$ 17,226.76     | \$ 8,347.41                 |
| Subtotal                   | \$ 4,959,989.72              | \$ 2,936,026.60           | \$ 2,023,963.12      | \$ 160,500.27    | \$ 807,561.31             | \$ 43,920.00              | \$ 681,670.75    | \$ 330,310.79               |

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 |  | 7/3/2010   | 115,402.58 |  | 7/1-2/2011 | 69,824.12  |  | 7/7/2012   | 161,637.92 |  | 7/6/2013   | 123,196.88 |  |
| 7/11/2009    | 168,815.08 |  | 7/10/2010  | 205,731.64 |  | 7/9/2011   | 171,717.28 |  | 7/14/2012  | 129,458.04 |  | 7/13/2013  | 128,060.40 |  |
| 7/18/2009    | 160,652.98 |  | 7/17/2010  | 161,386.76 |  | 7/16/2011  | 143,019.52 |  | 7/21/2012  | 130,037.00 |  | 7/20/2013  | 115,128.84 |  |
| 7/25/2009    | 158,869.08 |  | 7/24/2010  | 160,368.28 |  | 7/23/2011  | 146,508.00 |  | 7/28/2012  | 137,164.44 |  | 7/27/2013  | 123,049.56 |  |
| 8/1/2009     | 174,493.08 |  | 7/31/2010  | 157,802.08 |  | 7/30/2011  | 144,510.28 |  | 8/4/2012   | 132,931.16 |  | 8/3/2013   | 116,180.80 |  |
| 8/8/2009     | 138,408.80 |  | 8/7/2010   | 136,494.98 |  | 8/6/2011   | 151,495.28 |  | 8/11/2012  | 134,212.88 |  | 8/10/2013  | 120,078.64 |  |
| 8/15/2009    | 81,222.14  |  | 8/14/2010  | 78,376.68  |  | 8/13/2011  | 117,350.38 |  | 8/18/2012  | 110,241.90 |  | 8/17/2013  | 124,888.56 |  |
| 8/22/2009    | 76,260.31  |  | 8/21/2010  | 76,199.02  |  | 8/20/2011  | 71,614.12  |  | 8/25/2012  | 66,209.90  |  | 8/24/2013  | 89,882.12  |  |
| 8/29/2009    | 80,472.92  |  | 8/28/2010  | 72,460.03  |  | 8/27/2011  | 63,432.14  |  | 9/1/2012   | 67,133.42  |  | 8/31/2013  | 58,913.18  |  |
| 9/5/2009     | 80,798.15  |  | 9/4/2010   | 76,362.84  |  | 9/3/2011   | 80,837.76  |  | 9/8/2012   | 74,029.40  |  | 9/7/2013   | 67,758.74  |  |
| 9/12/2009    | 86,286.92  |  | 9/11/2010  | 82,969.36  |  | 9/10/2011  | 84,845.80  |  | 9/15/2012  | 61,838.04  |  | 9/14/2013  | 53,374.22  |  |
| 9/19/2009    | 70,010.15  |  | 9/18/2010  | 67,638.78  |  | 9/17/2011  | 66,748.62  |  | 9/22/2012  | 56,996.90  |  | 9/21/2013  | 54,277.94  |  |
| 9/26/2009    | 69,316.87  |  | 9/25/2010  | 70,435.06  |  | 9/24/2011  | 68,929.80  |  | 9/29/2012  | 61,611.40  |  | 9/28/2013  | 54,881.50  |  |
| 10/3/2009    | 72,286.04  |  | 10/2/2010  | 71,013.86  |  | 10/1/2011  | 68,871.64  |  | 10/6/2012  | 62,715.20  |  | 10/5/2013  | 55,950.74  |  |
| 10/10/2009   | 69,650.63  |  | 10/9/2010  | 69,311.50  |  | 10/8/2011  | 70,866.90  |  | 10/13/2012 | 60,710.18  |  | 10/12/2013 | 55,837.92  |  |
| 10/17/2009   | 73,560.21  |  | 10/16/2010 | 75,234.62  |  | 10/15/2011 | 75,262.66  |  | 10/20/2012 | 62,333.08  |  | 10/19/2013 | 61,327.20  |  |
| 10/24/2009   | 67,581.66  |  | 10/23/2010 | 70,290.80  |  | 10/22/2011 | 68,757.72  |  | 10/27/2012 | 58,073.54  |  | 10/26/2013 | 52,854.06  |  |
| 10/31/2009   | 64,528.30  |  | 10/30/2010 | 65,615.04  |  | 10/29/2011 | 60,507.98  |  | 11/3/2012  | 56,545.30  |  | 11/2/2013  | 57,543.54  |  |
| 11/7/2009    | 63,741.59  |  | 11/6/2010  | 61,337.62  |  | 11/5/2011  | 70,673.88  |  | 11/10/2012 | 56,110.96  |  | 11/9/2013  | 54,666.76  |  |
| 11/14/2009   | 65,959.64  |  | 11/13/2010 | 64,595.28  |  | 11/12/2011 | 67,627.10  |  | 11/17/2012 | 57,432.36  |  | 11/16/2013 | 56,495.96  |  |
| 11/21/2009   | 59,547.05  |  | 11/20/2010 | 56,010.08  |  | 11/19/2011 | 60,690.60  |  | 11/24/2012 | 65,888.86  |  | 11/23/2013 | 48,628.62  |  |
| 11/28/2009   | 72,399.98  |  | 11/27/2010 | 71,170.90  |  | 11/26/2011 | 74,140.54  |  | 12/1/2012  | 50,243.34  |  | 11/30/2013 | 59,645.66  |  |
| 12/5/2009    | 51,006.51  |  | 12/4/2010  | 53,215.08  |  | 12/3/2011  | 59,429.94  |  | 12/8/2012  | 50,770.96  |  | 12/7/2013  | 47,306.24  |  |
| 12/12/2009   | 52,460.58  |  | 12/11/2010 | 46,944.00  |  | 12/10/2011 | 51,395.44  |  | 12/15/2012 | 47,022.38  |  | 12/14/2013 | 29,229.02  |  |
| 12/19/2009   | 32,834.39  |  | 12/18/2010 | 42,076.76  |  | 12/17/2011 | 55,981.32  |  | 12/22/2012 | 46,838.96  |  | 12/21/2013 | 44,581.02  |  |
| 12/26/2009   | 53,406.34  |  | 12/25/2010 | 50,450.28  |  | 12/24/2011 | 54,248.62  |  | 12/29/2012 | 59,697.22  |  | 12/28/2013 | 62,117.14  |  |
| 1/2/2010     | 92,980.40  |  | 1/1/2011   | 85,152.12  |  | 12/31/2011 | 94,661.00  |  | 1/5/2013   | 71,673.52  |  | 1/4/2014   | 62,963.88  |  |
| 1/9/2010     | 55,020.46  |  | 1/8/2011   | 54,301.30  |  | 1/7/2012   | 74,863.40  |  | 1/12/2013  | 50,416.30  |  | 1/11/2014  | 37,935.94  |  |
| 1/16/2010    | 60,551.28  |  | 1/15/2011  | 54,005.90  |  | 1/14/2012  | 58,901.92  |  | 1/19/2013  | 51,211.88  |  | 1/18/2014  | 49,418.64  |  |
| 1/23/2010    | 69,943.53  |  | 1/22/2011  | 60,924.74  |  | 1/21/2012  | 61,819.92  |  | 1/26/2013  | 46,966.26  |  | 1/25/2014  | 42,720.80  |  |
| 1/30/2010    | 48,527.75  |  | 1/29/2011  | 48,036.94  |  | 1/28/2012  | 62,898.78  |  | 2/2/2013   | 52,067.92  |  | 2/1/2014   | 47,681.60  |  |
| 2/6/2010     | 37,155.14  |  | 2/5/2011   | 60,777.44  |  | 2/4/2012   | 72,154.66  |  | 2/9/2013   | 52,222.20  |  | 2/8/2014   | 45,434.52  |  |
| 2/13/2010    | 44,334.00  |  | 2/12/2011  | 67,471.84  |  | 2/11/2012  | 66,429.04  |  | 2/16/2013  | 64,243.52  |  | 2/15/2014  | 41,076.08  |  |
| 2/20/2010    | 76,946.12  |  | 2/19/2011  | 72,018.54  |  | 2/18/2012  | 77,455.88  |  | 2/23/2013  | 64,115.70  |  | 2/22/2014  | 61,523.98  |  |
| 2/27/2010    | 72,024.40  |  | 2/26/2011  | 75,544.02  |  | 2/25/2012  | 77,611.78  |  | 3/2/2013   | 62,602.74  |  | 3/1/2014   | 57,744.78  |  |
| 3/6/2010     | 76,936.85  |  | 3/5/2011   | 74,535.34  |  | 3/3/2012   | 75,963.86  |  | 3/9/2013   | 59,213.26  |  | 3/8/2014   | 50,439.94  |  |

|               |                   |           |                   |           |                  |           |                   |           |                     |
|---------------|-------------------|-----------|-------------------|-----------|------------------|-----------|-------------------|-----------|---------------------|
| 3/13/2010     | 71,007.37         | 3/12/2011 | 66,979.48         | 3/10/2012 | 76,808.62        | 3/16/2013 | 62,366.36         | 3/15/2014 | 54,414.66           |
| 3/20/2010     | 74,335.38         | 3/19/2011 | 73,113.26         | 3/17/2012 | 76,883.92        | 3/23/2013 | 59,841.02         | 3/22/2014 | 50,734.62           |
| 3/27/2010     | 69,941.88         | 3/26/2011 | 68,490.80         | 3/24/2012 | 72,108.36        | 3/30/2013 | 57,567.98         | 3/29/2014 | 51,174.60           |
| 4/3/2010      | 70,636.28         | 4/2/2011  | 70,846.58         | 3/31/2012 | 74,244.22        | 4/6/2013  | 63,108.84         | 4/5/2014  | 55,229.90           |
| 4/10/2010     | 69,692.79         | 4/9/2011  | 67,076.78         | 4/7/2012  | 75,382.98        | 4/13/2013 | 56,849.30         | 4/12/2014 | 48,653.18           |
| 4/17/2010     | 69,335.92         | 4/16/2011 | 64,698.56         | 4/14/2012 | 71,065.34        | 4/20/2013 | 55,432.12         | 4/19/2014 | 54,469.22           |
| 4/24/2010     | 68,714.11         | 4/23/2011 | 67,674.14         | 4/21/2012 | 68,055.08        | 4/27/2013 | 58,612.74         | 4/26/2014 | 51,637.18           |
| 5/1/2010      | 68,799.06         | 4/30/2011 | 66,807.50         | 4/28/2012 | 72,880.66        | 5/4/2013  | 61,102.92         | 5/3/2014  | 54,757.72           |
| 5/8/2010      | 67,403.54         | 5/7/2011  | 66,379.74         | 5/5/2012  | 71,582.30        | 5/11/2013 | 57,428.70         | 5/10/2014 | 51,011.76           |
| 5/15/2010     | 70,186.32         | 5/14/2011 | 66,699.76         | 5/12/2012 | 63,357.92        | 5/18/2013 | 61,172.80         | 5/17/2014 | 51,148.34           |
| 5/22/2010     | 64,695.71         | 5/21/2011 | 63,210.44         | 5/19/2012 | 78,984.36        | 5/25/2013 | 57,131.24         | 5/24/2014 | 53,082.60           |
| 5/29/2010     | 67,157.40         | 5/28/2011 | 64,724.06         | 5/26/2012 | 67,396.24        | 6/1/2013  | 65,920.66         |           |                     |
| 6/5/2010      | 77,371.80         | 6/4/2011  | 74,952.34         | 6/2/2012  | 76,959.44        | 6/8/2013  | 55,233.74         |           |                     |
| 6/12/2010     | 66,106.29         | 6/11/2011 | 62,203.12         | 6/9/2012  | 63,584.86        | 6/15/2013 | 54,067.52         |           |                     |
| 6/19/2010     | 64,888.48         | 6/18/2011 | 61,200.76         | 6/16/2012 | 59,436.12        | 6/22/2013 | 54,690.28         |           |                     |
| 6/26/2010     | 63,950.29         | 6/25/2011 | 65,470.44         | 6/23/2012 | 55,921.30        | 6/29/2013 | 55,991.38         |           |                     |
| 6/30/2010     | 29,667.19         | 6/30/2011 | 34,351.16         | 6/30/2012 | 58,207.40        | 6/30/2013 | 11,509.54         |           |                     |
| <b>TOTALS</b> | <b>4041141.56</b> |           | <b>4016541.01</b> |           | <b>4124906.8</b> |           | <b>3580645.18</b> |           | <b>2,989,109.20</b> |

**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        | September, 2013        | 80,857.74        |
| November, 2010         | 108,717.67       | October, 2011          | 124,273.94        | October, 2012          | 126,482.02        | October, 2013          | 81,066.09        |
| December, 2010         | 118,721.11       | November, 2011         | 121,118.87        | November, 2012         | 134,443.93        | November, 2013         | 79,853.94        |
| January, 2011          | 106,189.21       | December, 2011         | 140,509.93        | December, 2012         | 146,677.92        | December, 2013         | 79,617.31        |
| February, 2011         | 105,776.45       | January, 2012          | 137,812.68        | January, 2013          | 132,650.35        | January, 2014          | 75,093.81        |
| March, 2011            | 120,927.10       | February, 2012         | 142,770.01        | February, 2013         | 121,636.62        | February, 2014         | 75,170.90        |
| April, 2011            | 130,654.61       | March, 2012            | 151,845.46        | March, 2013            | 149,033.62        | March, 2014            | 78,201.51        |
| May, 2011              | 130,492.02       | April, 2012            | 127,862.26        | April, 2013            | 105,545.23        | April, 2014            | 72,380.72        |
| 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>832944.13</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          | September, 2013        | 242,573.22          |
| October, 2011          | 372,821.82          | October, 2012          | 379,446.06          | October, 2013          | 243,198.27          |
| November, 2011         | 363,356.61          | November, 2012         | 403,331.79          | November, 2013         | 239,561.82          |
| December, 2011         | 421,529.79          | December, 2012         | 440,033.75          | December, 2013         | 238,851.93          |
| January, 2012          | 413,438.04          | January, 2013          | 397,951.05          | January, 2014          | 225,281.43          |
| February, 2012         | 428,310.03          | February, 2013         | 381,857.07          | February, 2014         | 225,512.70          |
| March, 2012            | 455,536.38          | March, 2013            | 447,100.86          | March, 2014            | 234,604.53          |
| April, 2012            | 383,586.78          | April, 2013            | 316,635.69          | April, 2014            | 217,142.18          |
| 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>2,498,832.41</b> |

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

| Week Ending Date                                       | Week Ending<br>May 24, 2014<br>FY14<br>June 2, 2014 |
|--------------------------------------------------------|-----------------------------------------------------|
| <b>To be Deposited on:</b>                             |                                                     |
| Amount Played                                          | 60,440,762.96                                       |
| Amount Won                                             | 54,037,903.99                                       |
| Amount Promo                                           | 255,937.00                                          |
| MWAP Contribution                                      | <u>3,102.75</u>                                     |
| <b>Adjusted Gross Terminal Revenue</b>                 | <b><u>6,143,819.22</u></b>                          |
| Administrative Costs @ 4%                              | 0.00                                                |
| Excess Lottery Fund @ 4%                               | <u>245,752.77</u>                                   |
| <b>Net Terminal Revenue</b>                            | <b><u>5,898,066.45</u></b>                          |
| Surcharge @ 10%                                        | 589,806.64                                          |
| State Share Excess @ 58%                               | 342,087.85                                          |
| Track Share of Capital Reinvestment @ 42%              | 247,718.79                                          |
| <i>Track Share of Capital Reinvestment @ 42% - 96%</i> | <i>237810.04</i>                                    |
| <i>Track Share of Capital Reinvestment @ 42% - 4%</i>  | <i>9908.75</i>                                      |
| <b>Adjusted Net Terminal Revenue</b>                   | <b><u>5,308,259.81</u></b>                          |
| Racetrack @ 46.50% / 42%                               | 2,229,469.12                                        |
| Lottery Fund @ 30% / 0%                                | 0.00                                                |
| Excess Lottery Fund @ 0% / 41%                         | 2,176,386.52                                        |
| Race Track Purses @ 7% / 14% / 8%                      | 424,660.78                                          |
| Workers' Compensation Debt Reduction @ 7% / 0%         | 0.00                                                |
| Employee Pension Fund @ 1% / .5%                       | 26,541.30                                           |
| Greyhound Development @ .75%                           | 39,811.95                                           |
| Thoroughbred Development @ .75%                        | 39,811.95                                           |
| Racing Commission @ 1%                                 | 53,082.60                                           |
| County/Municipality @ 2%                               | 106,165.20                                          |
| <b>3% Funds:</b>                                       |                                                     |
| Tourism Promotion Fund @ 1.375%                        | 72,988.57                                           |
| Development Office Promotion Fund @ .375%              | 19,905.97                                           |
| Research Challenge Fund @ .5%                          | 26,541.30                                           |
| Capitol Renovation and Improvement Fund @ .6875%       | 36,494.29                                           |
| 2004 Capitol Complex Parking Garage Fund @ .0625%      | 3,317.66                                            |
| <b>1% Funds:</b>                                       |                                                     |
| State Capitol Complex Parking Garage @ 1%              | 0.00                                                |
| Cultural Facilities and Capitol Resources @ .5%        | 0.00                                                |
| Capitol Dome and Capitol Improvements @ .5% / 1%       | <u>53,082.60</u>                                    |
|                                                        | <b><u>5,308,259.81</u></b>                          |

**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                | \$ 123,049.56             | \$ -                   | \$ -                 | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| 08/03/13                   | \$ 116,180.80                | \$ 116,180.80             | \$ -                   | \$ -                 | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| 08/10/13                   | \$ 120,078.64                | \$ 120,078.64             | \$ -                   | \$ -                 | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| 08/17/13                   | \$ 124,888.56                | \$ 124,888.56             | \$ -                   | \$ -                 | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| 08/24/13                   | \$ 118,284.44                | \$ 89,882.12              | \$ 28,402.32           | \$ 2,252.30          | \$ 11,332.53              | \$ 616.33                 | \$ 9,565.90          | \$ 4,635.26                 |
| 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                | \$ 67,758.74              | \$ 67,758.74           | \$ 5,373.27          | \$ 27,035.74              | \$ 1,470.36               | \$ 22,821.14         | \$ 11,058.23                |
| 09/14/13                   | \$ 108,748.44                | \$ 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          | \$ 21,656.90              | \$ 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         | \$ 8,956.66                 |
| 10/05/13                   | \$ 111,901.48                | \$ 55,950.74              | \$ 55,950.74           | \$ 4,436.89          | \$ 22,324.35              | \$ 1,214.13               | \$ 18,844.21         | \$ 9,131.16                 |
| 10/12/13                   | \$ 111,875.84                | \$ 55,837.92              | \$ 55,837.92           | \$ 4,427.95          | \$ 22,279.33              | \$ 1,211.68               | \$ 18,806.21         | \$ 9,112.75                 |
| 10/19/13                   | \$ 122,654.40                | \$ 61,327.20              | \$ 61,327.20           | \$ 4,863.25          | \$ 24,469.55              | \$ 1,330.80               | \$ 20,655.00         | \$ 10,008.60                |
| 10/26/13                   | \$ 105,708.12                | \$ 52,854.06              | \$ 52,854.06           | \$ 4,191.33          | \$ 21,088.77              | \$ 1,146.93               | \$ 17,801.25         | \$ 8,625.78                 |
| 11/02/13                   | \$ 115,087.08                | \$ 57,543.54              | \$ 57,543.54           | \$ 4,563.20          | \$ 22,959.87              | \$ 1,248.70               | \$ 19,380.66         | \$ 9,391.11                 |
| 11/09/13                   | \$ 109,333.52                | \$ 54,666.76              | \$ 54,666.76           | \$ 4,335.07          | \$ 21,812.04              | \$ 1,186.27               | \$ 18,411.76         | \$ 8,921.62                 |
| 11/16/13                   | \$ 112,991.92                | \$ 56,495.96              | \$ 56,495.96           | \$ 4,480.13          | \$ 22,541.89              | \$ 1,225.96               | \$ 19,027.84         | \$ 9,220.14                 |
| 11/23/13                   | \$ 97,257.24                 | \$ 48,628.62              | \$ 48,628.62           | \$ 3,856.25          | \$ 19,402.82              | \$ 1,055.24               | \$ 16,378.12         | \$ 7,936.19                 |
| 11/30/13                   | \$ 119,291.32                | \$ 59,645.66              | \$ 59,645.66           | \$ 4,729.90          | \$ 23,798.62              | \$ 1,294.31               | \$ 20,088.66         | \$ 9,734.17                 |
| 12/07/13                   | \$ 94,612.48                 | \$ 47,306.24              | \$ 47,306.24           | \$ 3,751.38          | \$ 18,875.19              | \$ 1,026.55               | \$ 15,932.74         | \$ 7,720.38                 |
| 12/14/13                   | \$ 58,458.04                 | \$ 29,229.02              | \$ 29,229.02           | \$ 2,317.86          | \$ 11,662.38              | \$ 634.27                 | \$ 9,844.33          | \$ 4,770.18                 |
| 12/21/13                   | \$ 89,162.04                 | \$ 44,581.02              | \$ 44,581.02           | \$ 3,535.27          | \$ 17,787.83              | \$ 967.41                 | \$ 15,014.89         | \$ 7,275.62                 |
| 12/28/13                   | \$ 124,234.28                | \$ 62,117.14              | \$ 62,117.14           | \$ 4,925.89          | \$ 24,784.74              | \$ 1,347.94               | \$ 20,921.05         | \$ 10,137.52                |
| 01/04/14                   | \$ 125,927.76                | \$ 62,963.88              | \$ 62,963.88           | \$ 4,993.04          | \$ 25,122.59              | \$ 1,366.32               | \$ 21,206.23         | \$ 10,275.70                |
| 01/11/14                   | \$ 75,871.88                 | \$ 37,935.94              | \$ 37,935.94           | \$ 3,008.32          | \$ 15,136.44              | \$ 823.21                 | \$ 12,776.82         | \$ 6,191.15                 |
| 01/18/14                   | \$ 98,837.28                 | \$ 49,418.64              | \$ 49,418.64           | \$ 3,918.90          | \$ 19,718.04              | \$ 1,072.38               | \$ 16,644.20         | \$ 8,065.12                 |
| 01/25/14                   | \$ 85,441.60                 | \$ 42,720.80              | \$ 42,720.80           | \$ 3,387.76          | \$ 17,045.60              | \$ 927.04                 | \$ 14,388.37         | \$ 6,972.03                 |
| 02/01/14                   | \$ 95,363.20                 | \$ 47,681.60              | \$ 47,681.60           | \$ 3,781.15          | \$ 19,024.96              | \$ 1,034.69               | \$ 16,059.16         | \$ 7,781.64                 |
| 02/08/14                   | \$ 90,869.04                 | \$ 45,434.52              | \$ 45,434.52           | \$ 3,602.96          | \$ 18,128.37              | \$ 985.93                 | \$ 15,302.35         | \$ 7,414.91                 |
| 02/15/14                   | \$ 82,152.16                 | \$ 41,076.08              | \$ 41,076.08           | \$ 3,257.33          | \$ 16,389.36              | \$ 891.35                 | \$ 13,834.42         | \$ 6,703.62                 |
| 02/22/14                   | \$ 123,047.96                | \$ 61,523.98              | \$ 61,523.98           | \$ 4,878.85          | \$ 24,548.07              | \$ 1,335.07               | \$ 20,721.28         | \$ 10,040.71                |
| 03/01/14                   | \$ 115,489.56                | \$ 57,744.78              | \$ 57,744.78           | \$ 4,579.16          | \$ 23,040.17              | \$ 1,253.06               | \$ 19,448.44         | \$ 9,423.95                 |
| 03/08/14                   | \$ 100,879.88                | \$ 50,439.94              | \$ 50,439.94           | \$ 3,999.89          | \$ 20,125.53              | \$ 1,094.55               | \$ 16,988.17         | \$ 8,231.80                 |
| 03/15/14                   | \$ 108,829.32                | \$ 54,414.66              | \$ 54,414.66           | \$ 4,315.08          | \$ 21,711.45              | \$ 1,180.80               | \$ 18,326.86         | \$ 8,880.47                 |
| 03/22/14                   | \$ 101,469.24                | \$ 50,734.62              | \$ 50,734.62           | \$ 4,023.26          | \$ 20,243.11              | \$ 1,100.94               | \$ 17,087.42         | \$ 8,279.89                 |
| 03/29/14                   | \$ 102,349.20                | \$ 51,174.60              | \$ 51,174.60           | \$ 4,058.15          | \$ 20,418.67              | \$ 1,110.49               | \$ 17,235.60         | \$ 8,351.69                 |
| 04/05/14                   | \$ 110,459.80                | \$ 55,229.90              | \$ 55,229.90           | \$ 4,379.73          | \$ 22,036.73              | \$ 1,198.49               | \$ 18,601.43         | \$ 9,013.52                 |
| 04/12/14                   | \$ 97,306.36                 | \$ 48,653.18              | \$ 48,653.18           | \$ 3,858.20          | \$ 19,412.62              | \$ 1,055.77               | \$ 16,386.39         | \$ 7,940.20                 |
| 04/19/14                   | \$ 108,938.44                | \$ 54,469.22              | \$ 54,469.22           | \$ 4,319.41          | \$ 21,733.22              | \$ 1,181.98               | \$ 18,345.23         | \$ 8,889.38                 |
| 04/26/14                   | \$ 103,274.36                | \$ 51,637.18              | \$ 51,637.18           | \$ 4,094.83          | \$ 20,603.23              | \$ 1,120.53               | \$ 17,391.40         | \$ 8,427.19                 |
| 05/03/14                   | \$ 109,515.44                | \$ 54,757.72              | \$ 54,757.72           | \$ 4,342.29          | \$ 21,848.33              | \$ 1,188.24               | \$ 18,442.40         | \$ 8,936.46                 |
| 05/10/14                   | \$ 102,023.52                | \$ 51,011.76              | \$ 51,011.76           | \$ 4,045.23          | \$ 20,353.69              | \$ 1,106.96               | \$ 17,180.76         | \$ 8,325.12                 |
| 05/17/14                   | \$ 102,296.68                | \$ 51,148.34              | \$ 51,148.34           | \$ 4,056.06          | \$ 20,408.19              | \$ 1,109.92               | \$ 17,226.76         | \$ 8,347.41                 |
| 05/24/14                   | \$ 106,165.20                | \$ 53,082.60              | \$ 53,082.60           | \$ 4,209.45          | \$ 21,179.96              | \$ 1,151.89               | \$ 17,878.22         | \$ 8,663.08                 |
| <b>Subtotal</b>            | <b>\$ 5,066,154.92</b>       | <b>\$ 2,989,109.20</b>    | <b>\$ 2,077,045.72</b> | <b>\$ 164,709.72</b> | <b>\$ 828,741.27</b>      | <b>\$ 45,071.89</b>       | <b>\$ 699,548.97</b> | <b>\$ 338,973.87</b>        |

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 | 7/3/2010   | 115,402.58 | 7/1-2/2011 | 69,824.12  | 7/7/2012   | 161,637.92 | 7/6/2013   | 123,196.88 |
| 7/11/2009    | 168,815.08 | 7/10/2010  | 205,731.64 | 7/9/2011   | 171,717.28 | 7/14/2012  | 129,458.04 | 7/13/2013  | 128,060.40 |
| 7/18/2009    | 160,652.98 | 7/17/2010  | 161,386.76 | 7/16/2011  | 143,019.52 | 7/21/2012  | 130,037.00 | 7/20/2013  | 115,128.84 |
| 7/25/2009    | 158,869.08 | 7/24/2010  | 160,368.28 | 7/23/2011  | 146,508.00 | 7/28/2012  | 137,164.44 | 7/27/2013  | 123,049.56 |
| 8/1/2009     | 174,493.08 | 7/31/2010  | 157,802.08 | 7/30/2011  | 144,510.28 | 8/4/2012   | 132,931.16 | 8/3/2013   | 116,180.80 |
| 8/8/2009     | 138,408.80 | 8/7/2010   | 136,494.98 | 8/6/2011   | 151,495.28 | 8/11/2012  | 134,212.88 | 8/10/2013  | 120,078.64 |
| 8/15/2009    | 81,222.14  | 8/14/2010  | 78,376.68  | 8/13/2011  | 117,350.38 | 8/18/2012  | 110,241.90 | 8/17/2013  | 124,888.56 |
| 8/22/2009    | 76,260.31  | 8/21/2010  | 76,199.02  | 8/20/2011  | 71,614.12  | 8/25/2012  | 66,209.90  | 8/24/2013  | 89,882.12  |
| 8/29/2009    | 80,472.92  | 8/28/2010  | 72,460.03  | 8/27/2011  | 63,432.14  | 9/1/2012   | 67,133.42  | 8/31/2013  | 58,913.18  |
| 9/5/2009     | 80,798.15  | 9/4/2010   | 76,362.84  | 9/3/2011   | 80,837.76  | 9/8/2012   | 74,029.40  | 9/7/2013   | 67,758.74  |
| 9/12/2009    | 86,286.92  | 9/11/2010  | 82,969.36  | 9/10/2011  | 84,845.80  | 9/15/2012  | 61,838.04  | 9/14/2013  | 53,374.22  |
| 9/19/2009    | 70,010.15  | 9/18/2010  | 67,638.78  | 9/17/2011  | 66,748.62  | 9/22/2012  | 56,996.90  | 9/21/2013  | 54,277.94  |
| 9/26/2009    | 69,316.87  | 9/25/2010  | 70,435.06  | 9/24/2011  | 68,929.80  | 9/29/2012  | 61,611.40  | 9/28/2013  | 54,881.50  |
| 10/3/2009    | 72,286.04  | 10/2/2010  | 71,013.86  | 10/1/2011  | 68,871.64  | 10/6/2012  | 62,715.20  | 10/5/2013  | 55,950.74  |
| 10/10/2009   | 69,650.63  | 10/9/2010  | 69,311.50  | 10/8/2011  | 70,866.90  | 10/13/2012 | 60,710.18  | 10/12/2013 | 55,837.92  |
| 10/17/2009   | 73,560.21  | 10/16/2010 | 75,234.62  | 10/15/2011 | 75,262.66  | 10/20/2012 | 62,333.08  | 10/19/2013 | 61,327.20  |
| 10/24/2009   | 67,581.66  | 10/23/2010 | 70,290.80  | 10/22/2011 | 68,757.72  | 10/27/2012 | 58,073.54  | 10/26/2013 | 52,854.06  |
| 10/31/2009   | 64,528.30  | 10/30/2010 | 65,615.04  | 10/29/2011 | 60,507.98  | 11/3/2012  | 56,545.30  | 11/2/2013  | 57,543.54  |
| 11/7/2009    | 63,741.59  | 11/6/2010  | 61,337.62  | 11/5/2011  | 70,673.88  | 11/10/2012 | 56,110.96  | 11/9/2013  | 54,666.76  |
| 11/14/2009   | 65,959.64  | 11/13/2010 | 64,595.28  | 11/12/2011 | 67,627.10  | 11/17/2012 | 57,432.36  | 11/16/2013 | 56,495.96  |
| 11/21/2009   | 59,547.05  | 11/20/2010 | 56,010.08  | 11/19/2011 | 60,690.60  | 11/24/2012 | 65,888.86  | 11/23/2013 | 48,628.62  |
| 11/28/2009   | 72,399.98  | 11/27/2010 | 71,170.90  | 11/26/2011 | 74,140.54  | 12/1/2012  | 50,243.34  | 11/30/2013 | 59,645.66  |
| 12/5/2009    | 51,006.51  | 12/4/2010  | 53,215.08  | 12/3/2011  | 59,429.94  | 12/8/2012  | 50,770.96  | 12/7/2013  | 47,306.24  |
| 12/12/2009   | 52,460.58  | 12/11/2010 | 46,944.00  | 12/10/2011 | 51,395.44  | 12/15/2012 | 47,022.38  | 12/14/2013 | 29,229.02  |
| 12/19/2009   | 32,834.39  | 12/18/2010 | 42,076.76  | 12/17/2011 | 55,981.32  | 12/22/2012 | 46,838.96  | 12/21/2013 | 44,581.02  |
| 12/26/2009   | 53,406.34  | 12/25/2010 | 50,450.28  | 12/24/2011 | 54,248.62  | 12/29/2012 | 59,697.22  | 12/28/2013 | 62,117.14  |
| 1/2/2010     | 92,980.40  | 1/1/2011   | 85,152.12  | 12/31/2011 | 94,661.00  | 1/5/2013   | 71,673.52  | 1/4/2014   | 62,963.88  |
| 1/9/2010     | 55,020.46  | 1/8/2011   | 54,301.30  | 1/7/2012   | 74,863.40  | 1/12/2013  | 50,416.30  | 1/11/2014  | 37,935.94  |
| 1/16/2010    | 60,551.28  | 1/15/2011  | 54,005.90  | 1/14/2012  | 58,901.92  | 1/19/2013  | 51,211.88  | 1/18/2014  | 49,418.64  |
| 1/23/2010    | 69,943.53  | 1/22/2011  | 60,924.74  | 1/21/2012  | 61,819.92  | 1/26/2013  | 46,966.26  | 1/25/2014  | 42,720.80  |
| 1/30/2010    | 48,527.75  | 1/29/2011  | 48,036.94  | 1/28/2012  | 62,898.78  | 2/2/2013   | 52,067.92  | 2/1/2014   | 47,681.60  |
| 2/6/2010     | 37,155.14  | 2/5/2011   | 60,777.44  | 2/4/2012   | 72,154.66  | 2/9/2013   | 52,222.20  | 2/8/2014   | 45,434.52  |
| 2/13/2010    | 44,334.00  | 2/12/2011  | 67,471.84  | 2/11/2012  | 66,429.04  | 2/16/2013  | 64,243.52  | 2/15/2014  | 41,076.08  |
| 2/20/2010    | 76,946.12  | 2/19/2011  | 72,018.54  | 2/18/2012  | 77,455.88  | 2/23/2013  | 64,115.70  | 2/22/2014  | 61,523.98  |
| 2/27/2010    | 72,024.40  | 2/26/2011  | 75,544.02  | 2/25/2012  | 77,611.78  | 3/2/2013   | 62,602.74  | 3/1/2014   | 57,744.78  |
| 3/6/2010     | 76,936.85  | 3/5/2011   | 74,535.34  | 3/3/2012   | 75,963.86  | 3/9/2013   | 59,213.26  | 3/8/2014   | 50,439.94  |

|           |           |           |           |           |           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 3/13/2010 | 71,007.37 | 3/12/2011 | 66,979.48 | 3/10/2012 | 76,808.62 | 3/16/2013 | 62,366.36 | 3/15/2014 | 54,414.66 |
| 3/20/2010 | 74,335.38 | 3/19/2011 | 73,113.26 | 3/17/2012 | 76,883.92 | 3/23/2013 | 59,841.02 | 3/22/2014 | 50,734.62 |
| 3/27/2010 | 69,941.88 | 3/26/2011 | 68,490.80 | 3/24/2012 | 72,108.36 | 3/30/2013 | 57,567.98 | 3/29/2014 | 51,174.60 |
| 4/3/2010  | 70,636.28 | 4/2/2011  | 70,846.58 | 3/31/2012 | 74,244.22 | 4/6/2013  | 63,108.84 | 4/5/2014  | 55,229.90 |
| 4/10/2010 | 69,692.79 | 4/9/2011  | 67,076.78 | 4/7/2012  | 75,382.98 | 4/13/2013 | 56,849.30 | 4/12/2014 | 48,653.18 |
| 4/17/2010 | 69,335.92 | 4/16/2011 | 64,698.56 | 4/14/2012 | 71,065.34 | 4/20/2013 | 55,432.12 | 4/19/2014 | 54,469.22 |
| 4/24/2010 | 68,714.11 | 4/23/2011 | 67,674.14 | 4/21/2012 | 68,055.08 | 4/27/2013 | 58,612.74 | 4/26/2014 | 51,637.18 |
| 5/1/2010  | 68,799.06 | 4/30/2011 | 66,807.50 | 4/28/2012 | 72,880.66 | 5/4/2013  | 61,102.92 | 5/3/2014  | 54,757.72 |
| 5/8/2010  | 67,403.54 | 5/7/2011  | 66,379.74 | 5/5/2012  | 71,582.30 | 5/11/2013 | 57,428.70 | 5/10/2014 | 51,011.76 |
| 5/15/2010 | 70,186.32 | 5/14/2011 | 66,699.76 | 5/12/2012 | 63,357.92 | 5/18/2013 | 61,172.80 | 5/17/2014 | 51,148.34 |
| 5/22/2010 | 64,695.71 | 5/21/2011 | 63,210.44 | 5/19/2012 | 78,984.36 | 5/25/2013 | 57,131.24 | 5/24/2014 | 53,082.60 |
| 5/29/2010 | 67,157.40 | 5/28/2011 | 64,724.06 | 5/26/2012 | 67,396.24 | 6/1/2013  | 65,920.66 |           |           |
| 6/5/2010  | 77,371.80 | 6/4/2011  | 74,952.34 | 6/2/2012  | 76,959.44 | 6/8/2013  | 55,233.74 |           |           |
| 6/12/2010 | 66,106.29 | 6/11/2011 | 62,203.12 | 6/9/2012  | 63,584.86 | 6/15/2013 | 54,067.52 |           |           |
| 6/19/2010 | 64,888.48 | 6/18/2011 | 61,200.76 | 6/16/2012 | 59,436.12 | 6/22/2013 | 54,690.28 |           |           |
| 6/26/2010 | 63,950.29 | 6/25/2011 | 65,470.44 | 6/23/2012 | 55,921.30 | 6/29/2013 | 55,991.38 |           |           |
| 6/30/2010 | 29,667.19 | 6/30/2011 | 34,351.16 | 6/30/2012 | 58,207.40 | 6/30/2013 | 11,509.54 |           |           |

TOTALS 4041141.56

4016541.01

4124906.8

3580645.18

2,989,109.20

## Table Game Revenue

| Date                   | Amount           | Date                   | Amount            | Date                   | Amount            | Date                   | Amount           |
|------------------------|------------------|------------------------|-------------------|------------------------|-------------------|------------------------|------------------|
| 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        | September, 2013        | 80,857.74        |
| November, 2010         | 108,717.67       | October, 2011          | 124,273.94        | October, 2012          | 126,482.02        | October, 2013          | 81,066.09        |
| December, 2010         | 118,721.11       | November, 2011         | 121,118.87        | November, 2012         | 134,443.93        | November, 2013         | 79,853.94        |
| January, 2011          | 106,189.21       | December, 2011         | 140,509.93        | December, 2012         | 146,677.92        | December, 2013         | 79,617.31        |
| February, 2011         | 105,776.45       | January, 2012          | 137,812.68        | January, 2013          | 132,650.35        | January, 2014          | 75,093.81        |
| March, 2011            | 120,927.10       | February, 2012         | 142,770.01        | February, 2013         | 121,636.62        | February, 2014         | 75,170.90        |
| April, 2011            | 130,654.61       | March, 2012            | 151,845.46        | March, 2013            | 149,033.62        | March, 2014            | 78,201.51        |
| May, 2011              | 130,492.02       | April, 2012            | 127,862.26        | April, 2013            | 105,545.23        | April, 2014            | 72,380.72        |
| 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>832944.13</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          | September, 2013        | 242,573.22          |
| October, 2011          | 372,821.82          | October, 2012          | 379,446.06          | October, 2013          | 243,198.27          |
| November, 2011         | 363,356.61          | November, 2012         | 403,331.79          | November, 2013         | 239,561.82          |
| December, 2011         | 421,529.79          | December, 2012         | 440,033.75          | December, 2013         | 238,851.93          |
| January, 2012          | 413,438.04          | January, 2013          | 397,951.05          | January, 2014          | 225,281.43          |
| February, 2012         | 428,310.03          | February, 2013         | 381,857.07          | February, 2014         | 225,512.70          |
| March, 2012            | 455,536.38          | March, 2013            | 447,100.86          | March, 2014            | 234,604.53          |
| April, 2012            | 383,586.78          | April, 2013            | 316,635.69          | April, 2014            | 217,142.18          |
| 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>2,498,832.41</b> |