

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, SEPTEMBER 18, 2014
9:30 A.M.

REVISED 09/15/2014

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

- August 28, 2014
- September 4, 2014

APPROVAL OF ACCOUNTS PAYABLE

- September 11, 2014
- September 18, 2014

PAYROLL APPROVAL

- September 11, 2014

ANNOUNCEMENTS

- *Report if there are changes in the agenda if applicable*

PUBLIC COMMENT

PRESENTATIONS

1. 9:45 a.m. Angie Banks, Assessor
- Exonerations - Discussion/Action
2. 10:00 a.m. Presentation of Resolution to David Holmes - Retirement - Dispatcher for the E-911 Center, in recognition of his 32 years of service to Jefferson County - Discussion/Action
3. 10:15 a.m. Interviews and appointments to the Jefferson County Farmland Protection Board - Two 4-year terms ending September 7, 2018 - Discussion/Action

4. 10:30 a.m. Roger Goodwin, Chief County Engineer
 - Thorn Hill Subdivision (JCPC File No. 02-17) - Request for time extension on Tolling of Bonding Agreement expiration - Discussion/Action
 - Property Safety Enforcement Agency Case 12-001 (Bierer) - Approval for staff to proceed with advertising for bids to complete the work necessary to remediate the property - Discussion/Action
 - Property Safety Enforcement Agency Case 12-002 (Williams) - Approval for staff to proceed with advertising for bids to complete the work necessary to remediate the property - Discussion/Action
5. 10:45 a.m. **BREAK**
6. 11:00 a.m. Barbara Miller and Debbie Keyser
 - Potential purchase of used generator for back-up to County IT services - Discussion/Action
7. 11:15 a.m. Barbara Miller, Director of Homeland Security & Emergency Management
 - Approval of the Memorandums of Understanding between Jefferson County School Board and Jefferson County Homeland Security and Emergency Management - Discussion/Action
8. 11:25 a.m. Troy Truax, AICP - Michael Baker, Jr. Inc.
 - Eastern Panhandle Transportation Authority Strategic Plan SWOT

COUNTY ADMINISTRATOR REPORTS

- Salary Adjustment - Discussion/Action
- Ratification of vote made during the September 4, 2014 Regular Meeting to extend the ambulance fee due date to October 31, 2014 - Discussion/Action

COUNTY COMMISSION REPORTS

9. 11:55 a.m. **ADJOURN**
10. 12:00 p.m. Tour at the Day Report Center and lunch afterwards

CORRESPONDENCE/INFORMATION

Jefferson County Commission Notice of Public Hearing on the Zoning Ordinance Text Amendment related to Mass Gatherings/Events.

“Meet Your Commissioners” Notice for October 2, 2014.

Letter of appreciation from the U.S. Coast Guard project team.

Letter from Wilbur and Jackie Gray regarding the ambulance fee.

Save the Date for the U.S. Coast Guard OSC Building Ribbon Cutting.

WV Lottery Weekly Settlement for Charles Town - week ending September 6, 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, August 28, 2014

A meeting of the Jefferson County Commission was held on Thursday, August 28, 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, Walt Pellish, Jane Tabb, and Lyn Widmyer. Also present were Sandy McDonald, Deputy County Administrator, Jessica Carroll, Executive Administrative Assistant and Jimmy Eddy, Bailiff. (An audio file of the Thursday, August 28, 2014 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Widmyer led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Mr. Manuel to approve the minutes for the July 31, 2014 Regular Meeting as presented. Motion seconded and unanimously approved.

Motion by Ms. Noland to approve the minutes for the August 07, 2014 Regular Meeting as presented. Motion seconded and unanimously approved.

PAYROLL APPROVAL

Motion by Ms. Tabb to approve the Payroll for August 14, 2014 in the amount of \$236,704.07. Motion seconded and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Tabb to approve Purchase Orders in the amount of \$42,861.03 to include Purchase Order Numbers 52021, 52023, 52024, 52025, and 52651. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

| CHCKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------------|------|--------------------------|-------|------------------|--------------------|--------------------|
| 072816 | 403 | COAST TO COAST COMPUTER | | \$ - | \$ 135.00 | \$ 135.00 |
| 072817 | 402 | JEFFERSON PUBLISH CO INC | | \$ - | \$ 165.88 | \$ 165.88 |
| 072818 | 433 | LYLE SIGNS, INC. | | \$ - | \$ 156.00 | \$ 156.00 |
| 072819 | 413 | MONACO TECHNOLOGY | | \$ - | \$ 1,525.00 | \$ 1,525.00 |
| 072820 | 401 | RICOH USA, INC./GA | | \$ - | \$ 252.73 | \$ 252.73 |
| 072820 | 403 | RICOH USA, INC./GA | | \$ - | \$ 287.58 | \$ 287.58 |
| 072820 | 404 | RICOH USA, INC./GA | | \$ - | \$ 123.90 | \$ 123.90 |
| 072820 | 405 | RICOH USA, INC./GA | | \$ - | \$ 423.90 | \$ 423.90 |
| 072820 | 406 | RICOH USA, INC./GA | | \$ - | \$ 123.90 | \$ 123.90 |
| 072820 | 425 | RICOH USA, INC./GA | | \$ - | \$ 48.10 | \$ 48.10 |
| 072820 | 433 | RICOH USA, INC./GA | | \$ - | \$ 197.41 | \$ 197.41 |
| 072820 | 440 | RICOH USA, INC./GA | | \$ - | \$ 197.41 | \$ 197.41 |
| 072820 | 700 | RICOH USA, INC./GA | | \$ - | \$ 295.90 | \$ 295.90 |
| 072820 | 712 | RICOH USA, INC./GA | | \$ - | \$ 267.08 | \$ 267.08 |
| 072821 | 712 | WV ENHANCED 911 COUNCIL | 52242 | \$ 232.60 | \$ - | \$ 232.60 |
| | | | | | | |
| TOTAL | | | | | | \$ 4,432.39 |
| TOTAL | | | | \$ 232.60 | \$ 4,199.79 | \$ 4,432.39 |

DEPT TOTALS

| DEPT | NAME | | | | DEPT AMTS |
|---------------|---------------------|--|--|--|--------------------|
| 401/COM | CO. COMMISSION | | | | \$ 252.73 |
| 402/CCLK | CO. CLERK | | | | \$ 165.88 |
| 403/CIR CLK | CIRCUIT CLERK | | | | \$ 422.58 |
| 404/TAX | TAX OFFICE | | | | \$ 123.90 |
| 405/PA | PROS ATTY | | | | \$ 423.90 |
| 406/ASSR | ASSESSORS | | | | \$ 123.90 |
| 413/BLE | ELECTION | | | | \$ 1,525.00 |
| 425/OB | OTHER BUILDING | | | | \$ 48.10 |
| 433/GIS | GIS/ADDRESSING | | | | \$ 353.41 |
| 440/ENG. | DEPT OF ENGINEERING | | | | \$ 197.41 |
| 700/SHRF | SHERIFF DEPT | | | | \$ 295.90 |
| 712/911 | 911 COMMUNICATION | | | | \$ 499.68 |
| TOTALS | | | | | \$ 4,432.39 |

MANUAL CHECKS

| | | | | | |
|---------------------------------|--|------------------------------|-------------|--|----------------------|
| 246 | | | | | |
| SHERIFF'S CAPITAL OUTLAY | | | | | |
| 8/15/2014 | | ITSVVY | 1485 | | \$ 3,239.40 |
| 8/15/2014 | | ACCURATE SYSTEMS, INC | 1486 | | \$ 320.00 |
| 249 | | | | | |
| IMPACT FEES | | | | | |
| 8/15/2014 | | CDW-GOV | 130 | | \$ 115,188.32 |
| TOTAL | | | | | |
| | | | | | \$ 118,747.72 |

Motion by Ms. Noland to approve the Accounts Payable for August 21, 2014 in the amount of \$118,747.72. Motion seconded and unanimously approved.

| CHCKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------|---------|--------------------------|-------|-------------|--------------|--------------|
| 072824 | PAYROLL | AMERICAN FAMILY LIFE ICU | | \$ - | \$ 4,401.76 | \$ 4,401.76 |
| 072825 | 412 | COMCAST | | \$ - | \$ 98.63 | \$ 98.63 |
| 072825 | 425 | COMCAST | | \$ - | \$ 450.25 | \$ 450.25 |
| 072826 | 700 | AUTOZONE | | \$ - | \$ 130.89 | \$ 130.89 |
| 072826 | 717 | AUTOZONE | | \$ - | \$ 840.07 | \$ 840.07 |
| 072827 | 413 | APPLE VALLEY OFF.PRODUCT | 52470 | \$ 78.80 | \$ - | \$ 78.80 |
| 072828 | 425 | B-K OFFICE SUPPLY INC | | \$ - | \$ 108.64 | \$ 108.64 |
| 072829 | 424 | BOLAND SERVICES | 52629 | \$ 270.00 | \$ - | \$ 270.00 |
| 072829 | 425 | BOLAND SERVICES | 52367 | \$ 1,325.00 | \$ - | \$ 1,325.00 |
| 072829 | 425 | BOLAND SERVICES | | \$ - | \$ 1,239.00 | \$ 1,239.00 |
| 072830 | PAYROLL | BUREAU F/CHILD SUPPORT | | \$ - | \$ 49.85 | \$ 49.85 |
| 072831 | PAYROLL | BUREAU F/CHILD SPPRT ENF | | \$ - | \$ 212.31 | \$ 212.31 |
| 072832 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 461.54 | \$ 461.54 |
| 072833 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 119.54 | \$ 119.54 |
| 072834 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 530.77 | \$ 530.77 |
| 072835 | PAYROLL | VA DEPT OF TAXATION | | \$ - | \$ 177.86 | \$ 177.86 |
| 072836 | 401 | CO COMMISSIONERS ASSOC** | | \$ - | \$ 300.00 | \$ 300.00 |
| 072837 | PAYROLL | CHILD SUPPORT ENFORCE AG | | \$ - | \$ 27.69 | \$ 27.69 |
| 072838 | PAYROLL | COLONIAL LIFE | | \$ - | \$ 516.18 | \$ 516.18 |
| 072839 | PAYROLL | DIVERSIFIED COLLECTION | | \$ - | \$ 154.83 | \$ 154.83 |
| 072840 | 401 | FEDEX | | \$ - | \$ 26.77 | \$ 26.77 |
| 072840 | 405 | FEDEX | | \$ - | \$ 69.86 | \$ 69.86 |
| 072840 | 700 | FEDEX | | \$ - | \$ 43.13 | \$ 43.13 |
| 072841 | 415 | GENERAL COUNTY FUND-J FE | | \$ - | \$ 23,334.24 | \$ 23,334.24 |

| | | | | | | |
|--------|---------|--------------------------|--|------|--------------|--------------|
| 072842 | 717 | GUTTMAN OIL CO | | \$ - | \$ 16,237.81 | \$ 16,237.81 |
| 072843 | PAYROLL | ING NATIONAL TRUST | | \$ - | \$ 3,040.00 | \$ 3,040.00 |
| 072844 | 401 | JEFFERSON PUBLISH CO INC | | \$ - | \$ 33.74 | \$ 33.74 |
| 072844 | 402 | JEFFERSON PUBLISH CO INC | | \$ - | \$ 165.88 | \$ 165.88 |
| 072845 | 712 | JEFFERSON MEMORIAL CENTE | | \$ - | \$ 30.00 | \$ 30.00 |
| 072846 | 712 | ROBERT E. JONES III | | \$ - | \$ 1,000.00 | \$ 1,000.00 |
| 072847 | PAYROLL | JEFFERSON SECURITY BANK | | \$ - | \$ 5,348.00 | \$ 5,348.00 |
| 072848 | 424 | KONE INC. | | \$ - | \$ 370.50 | \$ 370.50 |
| 072848 | 425 | KONE INC. | | \$ - | \$ 1,111.50 | \$ 1,111.50 |
| 072849 | 401 | SUSANNE O. KOENIG | | \$ - | \$ 30.00 | \$ 30.00 |
| 072850 | PAYROLL | COMPTRROLLER OF MARYLAND | | \$ - | \$ 550.83 | \$ 550.83 |
| 072851 | PAYROLL | HELEN M. MORRIS, TRUSTEE | | \$ - | \$ 150.00 | \$ 150.00 |
| 072852 | 424 | NEOPOST MIDATLANTIC | | \$ - | \$ 2,979.00 | \$ 2,979.00 |
| 072853 | PAYROLL | NATIONWIDE RETIREMENT | | \$ - | \$ 749.00 | \$ 749.00 |
| 072854 | 711 | NIXLE LLC | | \$ - | \$ 3,500.00 | \$ 3,500.00 |
| 072855 | 424 | NEOPOST USA INC. | | \$ - | \$ 79.98 | \$ 79.98 |
| 072856 | 412 | OFFICEMAX | | \$ - | \$ 248.68 | \$ 248.68 |
| 072857 | GRANT | JEFF CO PARKS & | | \$ - | \$ 4,000.00 | \$ 4,000.00 |
| 072858 | 403 | PIFER OFFICE SUPPLY, INC | | \$ - | \$ 18.60 | \$ 18.60 |
| 072858 | 404 | PIFER OFFICE SUPPLY, INC | | \$ - | \$ 305.90 | \$ 305.90 |
| 072858 | 406 | PIFER OFFICE SUPPLY, INC | | \$ - | \$ 136.99 | \$ 136.99 |
| 072859 | 425 | PATRIOT FIRE AND SECURIT | | \$ - | \$ 170.00 | \$ 170.00 |
| 072860 | 440 | PROFESSIONAL APPRAISL CR | | \$ - | \$ 2,900.00 | \$ 2,900.00 |
| 072861 | ALLOC | EASTERN PANHANDLE REGION | | \$ - | \$ 19,794.26 | \$ 19,794.26 |
| 072862 | ALLOC | EASTERN PANHANDLE REGION | | \$ - | \$ 14,713.74 | \$ 14,713.74 |
| 072863 | 424 | RCS SECURITY | | \$ - | \$ 207.50 | \$ 207.50 |
| 072863 | 425 | RCS SECURITY | | \$ - | \$ 132.00 | \$ 132.00 |
| 072864 | 717 | RICE TIRES CO | | \$ - | \$ 189.80 | \$ 189.80 |
| 072865 | 404 | SPECIALTY BUS SUPPLIES | | \$ - | \$ 612.86 | \$ 612.86 |
| 072866 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 48,101.16 | \$ 48,101.16 |
| 072866 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 146.06 | \$ 146.06 |
| 072866 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 34.16 | \$ 34.16 |
| 072866 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 11,249.50 | \$ 11,249.50 |
| 072866 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 128.24 | \$ 128.24 |
| 072866 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 49,362.18 | \$ 49,362.18 |
| 072867 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 33,221.09 | \$ 33,221.09 |
| 072867 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 61.34 | \$ 61.34 |
| 072868 | PAYROLL | WV DEPUTY SHRF RETIREMEN | | \$ - | \$ 17,109.45 | \$ 17,109.45 |
| 072868 | PAYROLL | WV DEPUTY SHRF RETIREMEN | | \$ - | \$ 11,634.44 | \$ 11,634.44 |
| 072869 | GRANT | STAR LODGE/HISTORIC LOCK | | \$ - | \$ 500.00 | \$ 500.00 |

David Tabb, resident – expressed his feelings concerning the increase in the E-911 fee, the Ambulance Services fee, and the need for flags outside of the County Commission meeting room.

PRESENTATIONS

1. Angie Banks, Assessor – requested the approval of the following Exonerations and Split Tickets:

| NAME | DISTRICT | TYPE | TICKET # | AMOUNT |
|--------------|-----------|----------|----------|----------|
| Frances Rife | Kabletown | Personal | 310441 | \$270.39 |
| Richard Rife | | Property | | \$110.51 |

- **Motion by Ms. Noland to approve the Split Ticket as presented by the Assessor. Motion seconded and unanimously approved.**

| NAME | DISTRICT | TYPE | TICKET # | AMOUNT |
|---------------|--------------------|-------------------|----------|---------|
| Tammy Goelden | Charles Town Corp. | Personal Property | 305565 | \$55.74 |

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

| NAME | DISTRICT | TYPE | TICKET # | AMOUNT |
|--------------|-----------|-------------------|----------|---------|
| Lynn Demming | Middleway | Personal Property | 311413 | \$98.75 |

- **Motion by Mr. Manuel to approve the Exoneration as presented by the Assessor. Motion seconded and unanimously approved.**

2. Pete Dougherty, Sheriff – requested the approval of a mandated salary increase through civil service for a Sheriff’s employee, based on the employee’s length of service.

- **Motion by Mr. Manuel to approve the \$1,000.00 annual salary increase as mandated through the civil service for Joe Forman, based on employee’s length of service. Motion seconded and unanimously approved.**

3. Martin Burke, Jefferson County Historic Landmarks Commission – requested a 2014 property tax exoneration in the amount of \$389.70 for the Lowe Tract on Trough Road in Shepherdstown, West Virginia.

- **Motion by Ms. Tabb to allow the collection process to move forward so the property in question will appear on the tax sale and can then be removed by the Sheriff. Motion seconded and unanimously approved.**
4. Doug Rockwell, resident – requested a discussion with the Commission regarding his proposal to delete Seasonal Use Permits from the Zoning Ordinance.
- **Motion by Ms. Tabb to enter into Executive Session, citing §6-9A-4 to receive legal counsel from staff. Motion seconded and unanimously approved.**
 - **Motion by Mr. Manuel to come out of Executive Session. Motion seconded and unanimously approved.**
 - **Motion by Mr. Manuel to ask the Planning Commission to address the Mass Gathering Ordinance during their September 9, 2014 regular meeting and forward their recommendation to the County Commission. Motion seconded and passes on a vote of 3-2 with Ms. Noland and Mr. Pellish opposing.**
5. The Commission recessed for break at 10:20 am.
The Commission reconvened at 10:30 am.
6. Barb Miller, Director of Homeland Security and Emergency Management
- a. Update on the contract with J.H. Consulting for Threat and Hazard Identification and Risk assessment plan at the cost of \$2,500.
 - **Motion by Mr. Manuel to approve the contract with J.H. Consulting in the amount of \$2,500 for an update to the Jefferson County THIRA Plan. Motion seconded and unanimously approved.**
 - b. 2014 Emergency Management Planning Grant Application in the amount of \$111,475.15
 - **Motion by Ms. Tabb to approve the 2014 Emergency Management Planning Grant Application in the amount of \$111,475.15. Motion seconded and unanimously approved.**
 - c. Update on the State Homeland Security Grant for Generator Purchase
7. Jennifer Brockman, Director of Planning and Zoning – requested the approval to fill the vacant position of either the County Planner or the Zoning Administrator.

- **Motion by Mr. Manuel to authorize the filling of the Zoning Administrator position. Motion seconded and unanimously approved.**
8. Commissioner Noland – requested a discussion of the Hotel/Motel tax and how to determine if those who are required to pay are collecting and remitting the tax. Possible Executive Session may be required to discuss pending litigation.
 9. Ratification of the decision made during the August 7, 2014 Regular Meeting – Approval of the Grant Contract Agreement for the West Virginia Community Corrections Grant.
 - **Motion by Mr. Manuel to ratify the decision made during the August 7, 2014 Regular Meeting to approve the grant contract agreement for the West Virginia Community Corrections Grant. Motion seconded and unanimously approved.**
 10. Commissioner Widmyer – requested the review and approval of the proposed draft comments to the Board of Zoning Appeals regarding the Seasonal Use Permit and Zoning Variance being requested by the All Good Festival and Camp Out.
 - **Motion by Ms. Widmyer to approve the comments regarding the Seasonal Use Permit and Zoning Variance being requested by the All Good Festival and Camp Out and forward them to the Board of Zoning Appeals. Motion seconded but fails on a vote of 2-3 with Ms. Noland, Mr. Pellish, and Ms. Tabb opposing.**
 11. Acknowledgement of the appointment of Andy Blake, Ranson City Manager, as Ranson representative for the Jefferson County Development Authority Board.
 - **Motion by Mr. Manuel to acknowledge the appointment of Andy Blake, Ranson City Manager, as the Ranson representative for the Jefferson County Development Authority Board. Motion seconded and unanimously approved.**
 12. Decision on the recommendation from the Planning Commission to the County Commission on the landowner-initiated petition to amend the County Zoning Map for two parcels owned by Hoy Shingleton, Trustee for Pearl Perkins, Beneficiary; and Eric and Stacy Lindberg; designated as Tax District: Middleway (07), Map: 1, Parcels 1.2 (16.62 acres, with 12.67 acres in Jefferson County) and 1.1 (7 acres), located on the north side of Route 115 (Old Route 9/Charles Town Road), along the Berkeley/Jefferson County line.
 - **Motion by Ms. Noland to approve the landowner-initiated petition to amend the County Zoning Map for two parcels owned by Hoy Shingleton, Trustee for Pearl Perkins, Beneficiary; and Eric and Stacy**

Lindberg; designated as Tax District: Middleway (07), Map: 1, Parcels 1.2 (16.62 acres, with 12.67 acres in Jefferson County) and 1.1 (7 acres), located on the north side of Route 115 (Old Route 9/Charles Town Road), along the Berkeley/Jefferson County line. Motion seconded and passes on a vote of 4-1 with Ms. Widmyer opposing.

13. Decision on SB 595 Vested Development Time Extension Proposal.

- **Motion by Ms. Tabb to approve the SB595 Vested Development Time Extension Proposal. Motion seconded and passes on a vote of 4-1 with Ms. Widmyer opposing.**

14. Approval of Use of the County Commission Meeting Room on Sunday, September 21, 2014 for semi-annual WV Rural Letter Carriers district meeting.

- **Motion by Ms. Tabb to approve the use of the County Commission Meeting Room on Sunday, September 21, 2014 for a semi-annual WV Rural Letter Carriers district meeting. Motion seconded and unanimously approved.**

15. Approval of the changes in the maintenance contract amounts with Software Systems, Inc.

- **Motion by Ms. Noland to approve the changes in the maintenance contract amounts with Software Systems, Inc. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- Labor Day Holiday - Ms. Slusher-McDonald reminded the Commission that County offices would be closed on Monday, September 1, 2014 in observance of Labor Day. She also stated the agenda for the September 4, 2014 Regular Meeting would be posted by close of business on Friday, August 29, 2014.

COUNTY COMMISSIONERS' REPORTS

Jane Tabb

- Attended a Homeland Security meeting.
- Attended the Jefferson County Fair.

Walt Pellish

- Attended many events with Paco Sauvage, exchange student from France.
- Attended the Jefferson County Fair.

Patsy Noland

- Attended the Jefferson County Fair and participated in multiple 4H Club events.
- Attended a meeting with constituents to discuss concerns over the All Good Music Festival.

Dale Manuel

- Attended two Planning Commission meetings.
- Attended a public forum on library funding held by the League of Women Voters.
- Attended the African American Heritage Parade and Festival.
- Spoke with Mr. Peter Fricke about the Middleway Project.
- Attended a Jefferson Center meeting.
- Attended the Jefferson County Fair.

Lyn Widmyer

- Attended the Jefferson County Fair.
- Attended the investiture of Senator John Unger at St. John's Episcopal Church in Harpers Ferry.
- Attended an event to hear Natalie Tennant speak at the Democratic Headquarters for Women's Equality Day.

16. The Commission meeting was adjourned at 12:37 pm.

WALT PELLISH, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

Minutes

Jefferson County Commission

Thursday, September 4, 2014

A meeting of the Jefferson County Commission was held on Thursday, September 4, 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, Jane Tabb, Lyn Widmyer and Walt Pellish. Also present were Debbie Keyser, County Administrator, Jessica Carroll, Executive Administrative Assistant and Jimmy Eddy, Bailiff. (An audio file of the Thursday, September 4, 2014 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Noland led the Pledge of Allegiance.

PAYROLL APPROVAL

Motion by Mr. Manuel to approve the Payroll for August 28, 2014 in the amount of \$259,801.28. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

| CHCKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------|---------|--------------------------|-------|-------------|-----------|--------------|
| 072783 | 424 | AT&T/IL | | \$ - | \$ 0.19 | \$ 0.19 |
| 072784 | PAYROLL | BUREAU F/CHILD SUPPORT | | \$ - | \$ 49.85 | \$ 49.85 |
| 072785 | PAYROLL | BUREAU F/CHILD SPRT ENF | | \$ - | \$ 212.31 | \$ 212.31 |
| 072786 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 461.54 | \$ 461.54 |
| 072787 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 119.54 | \$ 119.54 |
| 072788 | PAYROLL | BUREAU OF CHILD SUPPORT | | \$ - | \$ 530.77 | \$ 530.77 |
| 072789 | 402 | CAT TAIL RUN HAND BKBIND | 51817 | \$ 1,210.75 | \$ - | \$ 1,210.75 |
| 072790 | 413 | CASTO & HARRIS INC | 52478 | \$ 1,397.69 | \$ - | \$ 1,397.69 |
| 072791 | 405 | MARCIA LYNN CHANDLER | 52690 | \$ 74.00 | \$ - | \$ 74.00 |
| 072792 | PAYROLL | CHILD SUPPORT ENFORCE AG | | \$ - | \$ 27.69 | \$ 27.69 |
| 072793 | 425 | DEHAVEN BERKELEY SPRINGS | | \$ - | \$ 24.80 | \$ 24.80 |
| 072794 | PAYROLL | DIVERSIFIED COLLECTION | | \$ - | \$ 154.83 | \$ 154.83 |

| | | | | | | |
|--------|---------|--------------------------|-------|----------|--------------|--------------|
| 072795 | 425 | J.C.EHRLICH | | \$ - | \$ 183.95 | \$ 183.95 |
| 072796 | 412 | MICHAEL HARMAN | | \$ - | \$ 497.84 | \$ 497.84 |
| 072797 | 711 | HIRERIGHT | | \$ - | \$ 83.25 | \$ 83.25 |
| 072798 | PAYROLL | ING NATIONAL TRUST | | \$ - | \$ 3,040.00 | \$ 3,040.00 |
| 072799 | 425 | JEFF CO PUBLIC SER DEPT | | \$ - | \$ 227.40 | \$ 227.40 |
| 072800 | 401 | JEFFERSON PUBLISH CO INC | | \$ - | \$ 126.52 | \$ 126.52 |
| 072801 | 425 | JEFFERSON UTILITIES INC | | \$ - | \$ 559.76 | \$ 559.76 |
| 072802 | PAYROLL | JEFFERSON SECURITY BANK | | \$ - | \$ 5,308.00 | \$ 5,308.00 |
| 072803 | 401 | LEWIS CO CIRCUIT CLERK | | \$ - | \$ 46.21 | \$ 46.21 |
| 072804 | PAYROLL | HELEN M. MORRIS, TRUSTEE | | \$ - | \$ 150.00 | \$ 150.00 |
| 072805 | 401 | PATRICIA A NOLAND | | \$ - | \$ 416.64 | \$ 416.64 |
| 072806 | PAYROLL | NATIONWIDE RETIREMENT | | \$ - | \$ 749.00 | \$ 749.00 |
| 072807 | 405 | PAMELA PATTERSON | 52689 | \$ 62.70 | \$ - | \$ 62.70 |
| 072808 | 403 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 673.00 | \$ 673.00 |
| 072809 | 408 | STATE TAX DEPARTMENT | | \$ - | \$ 16,440.62 | \$ 16,440.62 |
| 072810 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 43,685.50 | \$ 43,685.50 |
| 072810 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 10,216.62 | \$ 10,216.62 |
| 072810 | PAYROLL | SHERIFF OF JEFFERSON CO | | \$ - | \$ 41,959.84 | \$ 41,959.84 |
| 072811 | 401 | UNITED BANKCARD CENTER | | \$ - | \$ 19.99 | \$ 19.99 |
| 072811 | 401 | UNITED BANKCARD CENTER | | \$ - | \$ 853.75 | \$ 853.75 |
| 072811 | 401 | UNITED BANKCARD CENTER | | \$ - | \$ 223.74 | \$ 223.74 |
| 072811 | 401 | UNITED BANKCARD CENTER | | \$ - | \$ 146.00 | \$ 146.00 |
| 072811 | 402 | UNITED BANKCARD CENTER | | \$ - | \$ 34.95 | \$ 34.95 |
| 072811 | 403 | UNITED BANKCARD CENTER | | \$ - | \$ 26.56 | \$ 26.56 |
| 072811 | 405 | UNITED BANKCARD CENTER | | \$ - | \$ 15.99 | \$ 15.99 |
| 072811 | 405 | UNITED BANKCARD CENTER | | \$ - | \$ 26.69 | \$ 26.69 |
| 072811 | 405 | UNITED BANKCARD CENTER | | \$ - | \$ 182.00 | \$ 182.00 |
| 072811 | 415 | UNITED BANKCARD CENTER | | \$ - | \$ 80.09 | \$ 80.09 |
| 072811 | 424 | UNITED BANKCARD CENTER | | \$ - | \$ 109.97 | \$ 109.97 |
| 072811 | 424 | UNITED BANKCARD CENTER | | \$ - | \$ 5,108.82 | \$ 5,108.82 |
| 072811 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 96.05 | \$ 96.05 |
| 072811 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 15.94 | \$ 15.94 |
| 072811 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 63.06 | \$ 63.06 |
| 072811 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 553.59 | \$ 553.59 |
| 072811 | 425 | UNITED BANKCARD CENTER | | \$ - | \$ 316.97 | \$ 316.97 |
| 072811 | 428 | UNITED BANKCARD CENTER | | \$ - | \$ 956.17 | \$ 956.17 |
| 072811 | 433 | UNITED BANKCARD CENTER | | \$ - | \$ 4.18 | \$ 4.18 |
| 072811 | 439 | UNITED BANKCARD CENTER | | \$ - | \$ 58.34 | \$ 58.34 |
| 072811 | 439 | UNITED BANKCARD CENTER | | \$ - | \$ 20.32 | \$ 20.32 |
| 072811 | 439 | UNITED BANKCARD CENTER | | \$ - | \$ 288.21 | \$ 288.21 |

| | | | | | | |
|--------------|-----|------------------------|-------|--------------------|----------------------|----------------------|
| 072811 | 451 | UNITED BANKCARD CENTER | | \$ - | \$ 95.00 | \$ 95.00 |
| 072811 | 451 | UNITED BANKCARD CENTER | | \$ - | \$ 107.00 | \$ 107.00 |
| 072811 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 200.00 | \$ 200.00 |
| 072811 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 813.84 | \$ 813.84 |
| 072811 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 60.00 | \$ 60.00 |
| 072811 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 244.53 | \$ 244.53 |
| 072811 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 197.72 | \$ 197.72 |
| 072811 | 700 | UNITED BANKCARD CENTER | | \$ - | \$ 16.08 | \$ 16.08 |
| 072811 | 711 | UNITED BANKCARD CENTER | | \$ - | \$ 120.61 | \$ 120.61 |
| 072811 | 712 | UNITED BANKCARD CENTER | | \$ - | \$ 7,004.01 | \$ 7,004.01 |
| 072811 | 712 | UNITED BANKCARD CENTER | | \$ - | \$ 1,246.17 | \$ 1,246.17 |
| 072811 | 712 | UNITED BANKCARD CENTER | | \$ - | \$ 71.95 | \$ 71.95 |
| 072811 | 712 | UNITED BANKCARD CENTER | | \$ - | \$ 315.76 | \$ 315.76 |
| 072811 | 712 | UNITED BANKCARD CENTER | | \$ - | \$ 36.98 | \$ 36.98 |
| 072811 | 716 | UNITED BANKCARD CENTER | | \$ - | \$ 1,014.28 | \$ 1,014.28 |
| 072811 | 716 | UNITED BANKCARD CENTER | | \$ - | \$ 47.56 | \$ 47.56 |
| 072812 | 405 | THOMSON REUTER - WEST | 52685 | \$ 2,151.45 | \$ - | \$ 2,151.45 |
| 072813 | 403 | WALZ GROUP, LLC | 51478 | \$ 697.20 | \$ - | \$ 697.20 |
| 072814 | 412 | WPS,INC | 50016 | \$ 155.17 | \$ - | \$ 155.17 |
| | | | | | | |
| TOTAL | | | | | | \$ 152,487.50 |
| TOTAL | | | | \$ 5,748.96 | \$ 146,738.54 | \$ 152,487.50 |

Motion by Ms. Tabb to approve the Accounts Payable for August 14, 2014 in the amount of \$152,487.50. Motion seconded and unanimously approved.

| CHCKNO | DEPT | VENDOR | PONUM | POAMT | NOAMT | CHECK AMOUNT |
|--------|---------|--------------------------|-------|--------------|-------------|--------------|
| 072878 | 425 | COMCAST | | \$ - | \$ 184.90 | \$ 184.90 |
| 072879 | 712 | AT&T/GA | | \$ - | \$ 27.58 | \$ 27.58 |
| 072880 | 402 | BANK OF CHARLES TOWN | | \$ - | \$ 48.40 | \$ 48.40 |
| 072881 | 700 | BATTERY MART | | \$ - | \$ 188.86 | \$ 188.86 |
| 072882 | 712 | B-K OFFICE SUPPLY INC | | \$ - | \$ 129.99 | \$ 129.99 |
| 072883 | 425 | BOLAND SERVICES | 52651 | \$ 13,800.00 | \$ - | \$ 13,800.00 |
| 072884 | 401 | 201 N. GEORGE ST LLC | | \$ - | \$ 9,638.92 | \$ 9,638.92 |
| 072885 | 712 | FRONTIER WV, INC | | \$ - | \$ 380.00 | \$ 380.00 |
| 072886 | 425 | OLD CHARLES TOWN LIBRARY | | \$ - | \$ 1,500.00 | \$ 1,500.00 |
| 072887 | 425 | DEHAVEN BERKELEY SPRINGS | | \$ - | \$ 18.85 | \$ 18.85 |
| 072888 | PAYROLL | DELTA DENTAL OF WV | | \$ - | \$ 5,961.15 | \$ 5,961.15 |
| 072889 | GRANT | FUTURITY | 52021 | \$ 5,000.00 | \$ - | \$ 5,000.00 |
| 072890 | 700 | GALLS,LLC/QUATERMASTER L | | \$ - | \$ 74.00 | \$ 74.00 |

| | | | | | | |
|--------------|---------|---------------------------|-------|---------------------|----------------------|----------------------|
| 072891 | PAYROLL | GUARDIAN | | \$ - | \$ 1,950.24 | \$ 1,950.24 |
| 072891 | PAYROLL | GUARDIAN | | \$ - | \$ 1,741.65 | \$ 1,741.65 |
| 072892 | 428 | GLOBAL DATA CONSULTANTS | | \$ - | \$ 28,472.55 | \$ 28,472.55 |
| 072892 | 428 | GLOBAL DATA CONSULTANTS | | \$ - | \$ 5,070.53 | \$ 5,070.53 |
| 072893 | 716 | HILLSIDE VETERINARY HOSP | | \$ - | \$ 162.26 | \$ 162.26 |
| 072894 | GRANT | HARPERS FERRY HISTORIC | | \$ - | \$ 8,461.56 | \$ 8,461.56 |
| 072895 | ALLOC | JEFFERSON CO EMERGENCY | | \$ - | \$ 99,691.00 | \$ 99,691.00 |
| 072896 | 401 | JEFFERSON PUBLISH CO INC | | \$ - | \$ 30.46 | \$ 30.46 |
| 072896 | 700 | JEFFERSON PUBLISH CO INC | | \$ - | \$ 275.00 | \$ 275.00 |
| 072897 | 401 | THE JEFFERSON CENTER | | \$ - | \$ 1,500.00 | \$ 1,500.00 |
| 072898 | 425 | MICROMAIN CORPORATION | | \$ - | \$ 685.00 | \$ 685.00 |
| 072899 | 700 | MES-MARYLAND | | \$ - | \$ 1,757.35 | \$ 1,757.35 |
| 072900 | PAYROLL | HIGHMARK WV | | \$ - | \$ 167,851.70 | \$ 167,851.70 |
| 072901 | 700 | NET MOTION WIRELESS | | \$ - | \$ 3,281.61 | \$ 3,281.61 |
| 072902 | 712 | OFFICEMAX | | \$ - | \$ 124.20 | \$ 124.20 |
| 072903 | 425 | RCS SECURITY | | \$ - | \$ 281.25 | \$ 281.25 |
| 072903 | 425 | RCS SECURITY | | \$ - | \$ 75.00 | \$ 75.00 |
| 072904 | PAYROLL | RETIREE HLTH BENEFIT TRS | | \$ - | \$ 6,974.00 | \$ 6,974.00 |
| 072905 | 700 | RAY ALLEN MFG,LLC. | | \$ - | \$ 1,097.23 | \$ 1,097.23 |
| 072906 | 717 | RICE TIRES CO | | \$ - | \$ 312.24 | \$ 312.24 |
| 072907 | 401 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 377.00 | \$ 377.00 |
| 072907 | 402 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 88.00 | \$ 88.00 |
| 072907 | 404 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 732.00 | \$ 732.00 |
| 072907 | 406 | SOFTWARE SYSTEMS, INC | | \$ - | \$ 56.00 | \$ 56.00 |
| 072908 | 700 | SUPERIOR AUTO BODY | | \$ - | \$ 500.00 | \$ 500.00 |
| 072909 | 700 | TPS TOWN POLICE SUPPLY | | \$ - | \$ 238.00 | \$ 238.00 |
| 072910 | 403 | UNITED SYSTEMS & SOFTWARE | | \$ - | \$ 227.00 | \$ 227.00 |
| 072911 | 716 | VALLEY PET CEMETERY | | \$ - | \$ 428.00 | \$ 428.00 |
| 072912 | 405 | THOMSON REUTER - WEST | 52685 | \$ 2,181.06 | \$ - | \$ 2,181.06 |
| 072913 | 700 | WV SHERIFFS ASSOCIATION | | \$ - | \$ 1,600.00 | \$ 1,600.00 |
| 072914 | 701 | WV SIGNAL & LIGHT, INC. | | \$ - | \$ 3,198.00 | \$ 3,198.00 |
| | | | | | | |
| TOTAL | | | | | | \$ 376,372.54 |
| TOTAL | | | | \$ 20,981.06 | \$ 355,391.48 | \$ 376,372.54 |

Motion by Ms. Noland to approve the Accounts Payable for September 4, 2014 in the amount of \$376,372.54. Motion seconded and unanimously approved.

PUBLIC COMMENT:

Bob Aitcheson, resident – presented the Commission with a Bonding Ordinance for Large Events in relation to the All Good Music Festival in effort to ensure the costs associated with the festival for traffic assistance, fire protection, and emergency medical services are not incurred by the County.

Ed Hannon, JCESA – requested the Commission to allow Ms. Debbie Keyser, County Administrator, and Stephanie Grove, Assistant Prosecuting Attorney, to attend the first meeting of the newly appointed Jefferson County Emergency Services Agency Board to review Ethics and Robert’s Rules of Order materials with the new members.

Deborah Terry, resident – expressed her concerns regarding the Ambulance Services Fee and her feelings over the 12% salary increase of all but two of the elected officials of the County.

PRESENTATIONS

1. Pete Dougherty, Sheriff
 - A. Requested the approval to hire additional bailiffs.
 - **Motion by Ms. Widmyer to approve the hiring of Ronald Dantzie, Donald Dawson, Philip Drish, James Hoffman, Allen Spangler, and Matthew Stotler as bailiffs. Motion seconded and unanimously approved.**
 - B. Provided the Commission with the 2014 Sheriff’s Report.
2. Laura Storm, Circuit Clerk – requested the approval to allow Roman Pictures Company to use the County Commission meeting room in Courthouse to film a scene for one of their productions.
 - **Motion by Mr. Manuel to approve the use of the former County Commission meeting room in the Jefferson County Courthouse by Roman Pictures Company for the purpose of filming a scene for one of their productions on September 20th or 21st of 2014. Motion seconded and unanimously approved.**
3. Nikki Painter, Elections Clerk – requested the approval of the Poll Worker lists for the 2014 General Election.
 - **Motion by Ms. Noland to approve the Poll Worker lists as filed by the Democratic and Republican Executive Committees. Motion seconded and unanimously approved.**
4. Billy Madert, Jefferson County Solid Waste Authority – requested a discussion with the Commission concerning the use of “gopher” security cameras and the impact these cameras have on deterring the dumping of trash within the County.

- **Motion by Mr. Manuel to allocate \$1,500 from the Contingency Fund for the purchase of “groundhog cameras” to be used by the Solid Waste Authority and the Department of Natrual Resources to prosecute litterers within the County. Motion seconded and unanimously approved.**
5. The Commission recessed for break at 10:45 am.
The Commission reconvened at 11:00 am.
 6. Interviews and Appointment to the Jefferson County Emergency Services Agency Board - three Citizen Representative positions, with two terms expiring June 30, 2015 and one term expiring June 30, 2016.
 - Ms. Widmyer offered her nomination for Ms. Denise Carter and Mr. Bob Aitcheson.
 - Ms. Tabb offered her nomination for Mr. Christopher Conroy.
 - Ms. Denise Carter received five votes (one from each Commissioner)
 - Mr. Bob Aitcheson received four votes (Commissioners Widmyer, Manuel, Noland, and Tabb)
 - Mr. Chris Conroy received 4 votes (Commissioners Manuel, Noland, Pellish, and Tabb)
 - Ms. Widmyer requested the record reflect she did not vote for Mr. Conroy as he works directly with fire protection services outside of the Jefferson County, and she believes the Citizen Representative positions should be more consumer oriented.
 - After receiving the majority votes, Mr. Aitcheson and Mr. Conroy were each appointed for a one year term ending June 30, 2015. Ms. Carter was appointed for a two year term ending June 30, 2016.

Interviews and Appointments to the Jefferson County Emergency Services Agency Board - one fire representative and one emergency medical services representative as nominated by the Fire and Rescue Association, conveyed by President Josh Smith.

Fire Representative Nominees

1. Jack Wysong
2. Andrew Arnold
3. John Considine

- Ms. Tabb offered her nomination for Mr. Jack Wysong.
- Ms. Widmyer offered her nomination for Mr. Andrew Arnold.
- After receiving four votes (Commissioners Manuel, Noland, Pellish, and Tabb), Mr. Wysong was appointed as the fire services representative.

EMS Representative Nominees

1. Keith Kain
2. Mike Keneal
3. Pete Kelley
4.
 - Ms. Tabb offered her nomination for Mr. Pete Kelly.
 - Mr. Manuel offered his nomination for Mr. Mike Keneal.
 - After receiving a unanimous vote, Mr. Kelley was appointed as the emergency medical services representative.
7. Jeffrey Polczynski, Director of Communications – requested the approval of the full-time employment of Pamela Nicole Dorsey as a Public Safety Dispatcher II within the Emergency Communications Center.
 - **Motion by Mr. Manuel to approve the hiring of Pamela Nicole Dorsey as a full-time Public Safety Dispatcher II within the Emergency Communications Center. Motion seconded and unanimously approved.**
8. Roger Goodwin, Chief County Engineer
 - A. Requested the approval of a partial refund of impact fees pursuant to affordable housing discount.
 - **Motion by Mr. Manuel to approve the partial refund of impact fees in the amount of \$5,252.00 to Mr. James Henry, pursuant to the affordable housing discount. Motion seconded and unanimously approved.**
 - B. Requested the complete construction bond release for Charles Town Sheetz
 - **Motion by Ms. Widmyer to authorize the complete release of \$26,100.00 from the construction bond amount for R.J. Sepco, Inc./Sheetz, Inc. – Charles Town Sheetz (File #S12-02). Motion seconded and unanimously approved.**

C. Requested the approval of the Order prohibiting the issuance of building permits in Chapel View Subdivision

- **Motion by Ms. Widmyer to approve the Order prohibiting the issuance of building permits in the Chapel View Subdivision. Motion seconded and unanimously approved.**

NEW BUSINESS

9. Debbie Keyser, County Administrator – requested the approval of the document to be filed in the court house for the Jefferson County Emergency Services Fee Ordinance, which was previously approved at the June 5th, 2014 meeting.

- **Motion by Ms. Noland to approve the document to be filed in the Courthouse for the Jefferson County Emergency Services Fee Ordinance. Motion seconded and unanimously approved.**

10. Approval of Resolution and Contract of the Community Participation Grant Program for the Western Potomac Economic Partnership in the amount of \$25,000.

- **Motion by Ms. Tabb to approve the Resolution and Contract for the Community Participation Grant Program for the Western Potomac Economic Partnership in the amount of \$25,000 and to authorize the President of the Commission to affix his signature to the appropriate documents. Motion seconded and unanimously approved.**

11. Review and Approval of the revised P-Card Procedures to match the new Purchase and Invoice Policy.

- **Motion by Mr. Manuel to approve the P-Card Procedures to increase County Administrator approval from \$250,000 to \$5,000.00 to match new Purchase and Invoice Policy as approved by the County Commission on August 7, 2014. Motion seconded and unanimously approved.**

12. Discussion between the Jefferson County Commission and the Space Needs Committee to discuss options and proposals.

- **Motion by Mr. Manuel to enter into Executive Session, citing §6-9A-4. Motion seconded and unanimously approved.**

FINANCIAL DIRECTOR REPORTS

- **Motion by Mr. Manuel to move forward with hiring a firm to do an actuarial study for the County in the amount of \$2,500. Motion seconded and unanimously approved.**

- **Motion by Ms. Widmyer to approve Internal Budget Revision #2 of the General Fund to move \$1,700 between two expenditure lines of the Elections Department. Motion seconded and unanimously approved.**
- **Motion by Ms. Tabb to approve State Budget Revision #4 of the General Fund to correctly budget for deferred revenue that was received in FY14 that was expended in FY15. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- Ambulance Fee Update – Ms. Keyser stated over the past two days, approximately \$10,665 of Ambulance Service Fee monies have been collected. Ms. Keyser stated she would be drafting another press release to address and clarify some frequently asked questions from citizens. Ms. Keyser also asked for a consensus to revise the “due by” date from September 30 to October 30, 2014.
 - **Motion by Mr. Manuel to revise the Ambulance Service Fee due date from September 30, 2014 to October 31, 2014. Motion seconded and unanimously approved.**
- County Website Update – Ms. Keyser stated she has sent out surveys to various County employees to rate the current County website and field suggestions for the new website. Ms. Keyser stated she may also send the survey to some members of the public for their feedback as well.
- Ethics & Robert’s Rules of Order – Ms. Keyser stated staff was working to secure a few dates, possibly in November, for Ethics and Robert’s Rules of Order training to be offered for all County employees and the various board, commission, and committee members.
- “New” JCESA Board – Ms. Keyser stated the first meeting for the newly appointed JCESA Board would be held on Tuesday, September 16, 2014 at 7:00 p.m. Ms. Keyser asked if the Commission would like to approve Mr. Hannon’s earlier request during Public Comment to have Ms. Keyser and Ms. Grove attend the first meeting to review Ethics and Robert’s Rules of Order materials with the new board. The Commission gave unanimous consent.
- Special Meeting – Ms. Keyser asked the Commission if they would like to hold a special session to discuss the Mass Gathering Ordinance on September 25, 2014. Commissioner Noland said she was unavailable to meet on September 25. It was decided the Commission would meet in Special Session on Thursday, September 11, 2014 to discuss the Bonding Ordinance for Large Events as submitted by Mr. Bob Aitcheson during the morning’s public comment period.

13. The Commission meeting was adjourned at 12:43 pm.

WALT PELLISH, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

| DESCRIPTION | Fund 001 CO. | Fund 003 Dog | Total |
|-----------------------------|---------------|--------------|---------------|
| Gross Wages | \$ 370,688.62 | | \$ 370,688.62 |
| 6.2% Tax Payable OASDI | \$ 22,185.93 | | \$ 22,185.93 |
| 1.45% Tax Payable HI | \$ 5,188.63 | | \$ 5,188.63 |
| Fed Withholding | \$ 43,088.13 | | \$ 43,088.13 |
| WV State Withholding | \$ 15,920.68 | | \$ 15,920.68 |
| PERS Retirement Deduct | \$ 12,801.42 | | \$ 12,801.42 |
| Hosp. Pre-Tax | \$ 10,208.88 | | \$ 10,208.88 |
| Cancer/ICU Pre-Taxed | \$ 1,272.09 | | \$ 1,272.09 |
| Cancer/ICU Not Pre-Taxed | \$ 928.79 | | \$ 928.79 |
| Optional Life Not Pre-Taxed | \$ 517.65 | | \$ 517.65 |
| Christmas Club | \$ 5,348.00 | | \$ 5,348.00 |
| Wage Attach #1 | \$ 1,339.39 | | \$ 1,339.39 |
| Wage Attach #2 | \$ 83.25 | | \$ 83.25 |
| Wage Attach #3 | \$ 212.31 | | \$ 212.31 |
| Wage Attach #4 | \$ 154.83 | | \$ 154.83 |
| DSRS Retirement Deduct 8.5% | \$ 5,461.81 | | \$ 5,461.81 |
| 457 - Nationwide | \$ 749.00 | | \$ 749.00 |
| 457I - ING | \$ 3,040.00 | | \$ 3,040.00 |
| MD State Tax | \$ 295.61 | | \$ 295.61 |
| D/VF | \$ 1,369.84 | | \$ 1,369.84 |
| VA. State Tax | \$ 85.84 | | \$ 85.84 |
| COLONIAL(PLUS) | \$ 258.09 | | \$ 258.09 |
| Total Deductions | \$ 130,510.17 | \$ - | \$ 130,510.17 |
| | | | |
| Net Wages Total | \$ 240,178.45 | \$ - | \$ 240,178.45 |
| Pay Dates | 11-Sep-2014 | | |

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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angie Banks, Assessor

Department or Organization: **Assessor's Office**


Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **September 18, 2014**

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

Date Requested – 2nd Choice: Click here to enter text.

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

 **Exonerations**

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*):

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.

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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: **September 18, 2014**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Presentation of Retirement Gift to David "Homer" Holmes, Dispatcher for the E-911 Center, in recognition of his 32 years of service to 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

County Commission of Jefferson County Charles Town, West Virginia

RESOLUTION DAVID HOLMES

WHEREAS, David Holmes has served Jefferson County Government since 1982; and

WHEREAS, he has served as a Jefferson County Public Safety Dispatcher with diligence and loyalty; and

WHEREAS, he is respected by fellow co-workers as always being a kind, good-hearted person and friend; and

WHEREAS, he has provided unparalleled dedicated service and Made A Difference!!

THEREFORE, BE IT RESOLVED, upon David Holmes' retirement, the County Commission of Jefferson County commends him for his 32 years of service to Jefferson County and wishes him well in his future endeavors.

Adopted this 18th day of September, 2014 by the County Commission of Jefferson County:

Walt Pellish, President

Jane Tabb, Vice President

Patsy Noland, Commissioner

Dale Manuel, Commissioner

Lyn Widmyer, Commissioner

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: September 18, 2014

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Interviews and Appointments to the Jefferson County Farmland Protection Board: Two 4-year terms ending September 7, 2018.

- One representative for farm and soil conservation
- One non-farmer/public representative

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

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, September 18, 2014, or as soon thereafter as the Commission may decide:

Jefferson County Farmland Protection Board - two 4-year terms ending September 7, 2018

Positions available

- one representative for farm and soil conservation
- one non-farmer/public representative

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 p.m. 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:

August 27

September 3, 10

THANKS - JEFFERSON COUNTY COMMISSION



P. O. Box 731 • Charles Town, WV 25414

304.724.1414 • farmlandprotection@jcda.net

Board Members

July 25, 2014

County Commissioner

Jane Tabb
Charles Town, WV

Jefferson County Commission

County Development

Authority
John Reisenweber
(Treasurer)
Charles Town, WV

P.O. Box 250
Charles Town, WV 25414

Dear Commissioners:

County Farm Bureau

Russell Quinn
(Secretary)
Harpers Ferry, WV

I am writing to request the reappointment of two Jefferson County Farmland Protection Board members, Elizabeth McDonald and Nicholas Kercheval, to a second term of service.

Soil Conservation District

Nicholas Kercheval
(Vice-President)
Harpers Ferry, WV

Elizabeth McDonald will complete her first term on August 31, 2014, and her second term would run to August 31, 2018. Ms. McDonald has expressed her desire to serve for a second term. Ms. McDonald now serves as the president of the Board and has provided invaluable contributions to board development and planning.

County Farmer

David Ober
Keameysville, WV

Non-Farmer

County Residents
Elizabeth D. McDonald
(President)
Charles Town, WV

Nicholas Kercheval filled the unexpired term ending on August 31, 2014 for Joe Funkhouser, who resigned on April 9, 2012. Mr. Kercheval, who now serves as Vice-President, has expressed his desire to remain as an active board member. His second term would run from September 1, 2014 to August 31, 2018. The board has benefited from Mr. Kercheval's service to the board through his expertise in agricultural affairs in Jefferson County.

Robert E. Glenn
Shepherdstown, WV

Administration

Elizabeth Wheeler
FarmlandProtection@jcda.net
Phone: 304-724-1414
Fax: 304-725-3133

Sincerely,

Elizabeth Wheeler
Administrator



Received

AUG 14 2014

Jefferson County Commission

August 13, 2014

Jessica Carroll
124 East Washington Street
PO Box 250 Charles Town, WV 25414

Dear Ms. Carroll,

Per your letter on August 1, 2014, please be advised that I am interested in being considered for another four year term on the Farmland Protection Board.

Please let me know if there is anything else you may need from me.

Sincerely,

A handwritten signature in blue ink that reads "Liz McDonald".

Liz McDonald
President of Farmland Protection Board



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113 West Washington Street | Charles Town, WV 25414 | 304-885-0772

www.BWellRealty.com

Bruce Olcott
59 Norman Lane
Shepherdstown, WV 25443

Jefferson County Commission
PO Box 250
Charles Town WV 25414

Dear Members of the Jefferson County Farmland Protection board. I would like to apply for the open position as a representative of farm and soil conservation.

I am a Veterinarian who has specialized in Food Animal Management (cattle, sheep, goats, pigs, deer etc). I practiced for 33 years dealing with all types of agricultural livestock production. My main job was training Veterinary students and farmers in ways to improve the health and productivity of their animals.

I am now the proud owner of almost 200 acres of Jefferson County Farmland most of which is in a conservation easement. I am a full time farmer and raise hay, goats, sheep, bees, maple syrup.

I am trained as a master naturalist.

Degrees

| | |
|---|------|
| Jeb Stuart High school | 1970 |
| BS College of William and Mary | 1974 |
| DVM University of Georgia Veterinary College | 1978 |
| MS Washington State University Veterinary College | 1981 |
| MBA Louisiana State University | 1995 |

Publications and public presentations: Numerous and available on request.

Contact

Bmolcott@gmail.com

225-921-4714 Cell

304-876-8204

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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin, Chief County Engineer

Department or Organization: Engineering Department

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: September 18, 2014 (this is the date the bond surety provider requested)

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

Date Requested – 2nd Choice: ?

Subject (*Wording to be placed on agenda*): Thorn Hill Subdivision (JCPC File No. 02-17) – Request for time extension on Tolling of Bonding Agreement expiration.

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

The Jefferson County Commission entered into an "Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions" (also known as a tolling of bonding agreement) on February 3, 2011 with the developer of the Thorn Hill Subdivision. The bonding/surety provider and financier of the project is United Bank.

The purpose of the tolling of bonding agreement is to provide relief to the developer and the project financier/bonding/surety provider from having to move forward with a subdivision project during difficult economic times, especially due to a downturn in the market conditions for residential lots and new homes. Tolling of the bond only applies to projects where no work has started and no lots have been sold; the project at this point is only a platted subdivision of record in the County Clerk's office. Under the tolling agreement the project may not move forward with the sale of lots and construction of the site improvements until the full construction bond amount is reposted at the current rates.

The intent is that the project only be required to move forward when economic conditions support the ability to sell the lots, this in turn finances the cost of building the required site improvements. Otherwise, forcing a project to proceed with construction of the site improvements when it is not economically viable may result in a default on the bonding agreement by the developer; as a result, the county may be forced to take the bond and the county then becomes responsible for finishing the project.

When the tolling of bonding provision was created it was decided by the bonding policy committee to have a "sunset" provision (see section 6(c) of the tolling agreement) that sets a maximum 4 year time limit for tolling so that projects cannot be tolled indefinitely. The expectation was that economic conditions would turn around in that period of time. However, the developer and representatives of United Bank have indicated that they do not believe it is a good time to move forward with reposting the bond and beginning construction of the site improvements under the current economic conditions.

The Thorn Hill Subdivision tolling of bonding agreement is due to expire on February 3, 2015. At that time, the developer will be required to post the full construction bond in an estimated amount of approximately \$4-6 million; otherwise, a default on the agreement may result in a recording of the merger deed and the subdivision reverting back to its original single parcel. The platted Thorn Hill Subdivision will then cease to exist.

Section 9 of the tolling agreement provides a provision for amendment of the agreement by the declarant and the County Commission. Engineering is not opposed to granting the time extension.

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):*

Options:

Move to approve the request to extend the tolling of bonding agreement expiration date by ____ years for the Thorn Hill Subdivision (JCPC File No. 02-17) and that a new agreement be executed and recorded in the office of the County Clerk.

Move to deny the request to extend the tolling of bonding agreement expiration date for the Thorn Hill Subdivision (JCPC File No. 02-17).

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

If not attached, explain: **See attached tolling of bonding agreement (Deed Book 1091, page 459)**

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 Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

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DEPARTMENT OF ENGINEERING

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

THIS AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into as of the 3rd day of February December, 2010, by Thorn Hill, LLC ("Declarant"), and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

WHEREAS, Declarant is the owner of a certain tract of land located in Jefferson County, West Virginia, legally described in the deed found recorded in the Jefferson County Clerk's Office in Deed Book 959, Page 359 (the "Land"); and

WHEREAS, the Land has been legally subdivided (the "Subdivision") into Thorn Hill Subdivision consisting of (179) 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 Thorn Hill Subdivision, Lots 1-179, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 at Page 20 (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 \$3,500,000.00 (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 1, 2005 (the "Bond Estimate"), and approved by the Jefferson County Department of Planning, Zoning & Engineering (the "Department") on October 17, 2005; 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 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.

Thorn Hill Subdivision, Lots 1-179
(Subdivision Name)

Jefferson County Planning Commission File No. 02-17

Herbert Jonkers, Manager, Thorn Hill, LLC
(Applicant/Developer Name)

By: [Signature] Date: 31/14/11

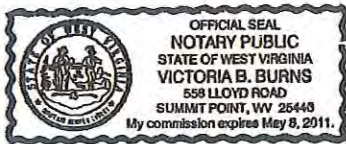
Print Name: HERBERT JONKERS Title: Manager

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

STATE OF WEST VIRGINIA, COUNTY OF JEFFERSON, to wit:

I VICTORIA B. BURNS, a Notary Public in and for the State and County aforesaid, do hereby certify that HERBERT JONKERS and _____, as MANAGER and _____, respectively of the THORN HILL, LLC, whose names ^{are} signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged ^{his} their signature~~s~~ above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this 14th day of MARCH, 20 11.



My Commission Expires: [Signature]

Jennifer S Maghan
JEFFERSON County 09:17:10 AM
Instrument No 2011008556
Date Recorded 04/04/2011
Document Type AGMT
Book-Page 1091-459

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: Patricia A. Noland Date: 3/28/2011

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

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

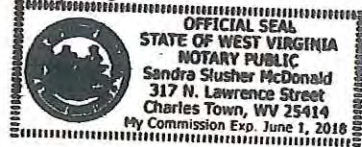
STATE OF West Virginia, COUNTY OF Jefferson, to wit:

I, Sandra Slusher McDonald, a Notary Public in and for the State and County aforesaid, do hereby certify that Patricia Noland and _____, as President and _____, respectively of the Jefferson County Commission 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 28th day of March, 20 11.

My Commission Expires: 6-1-2018

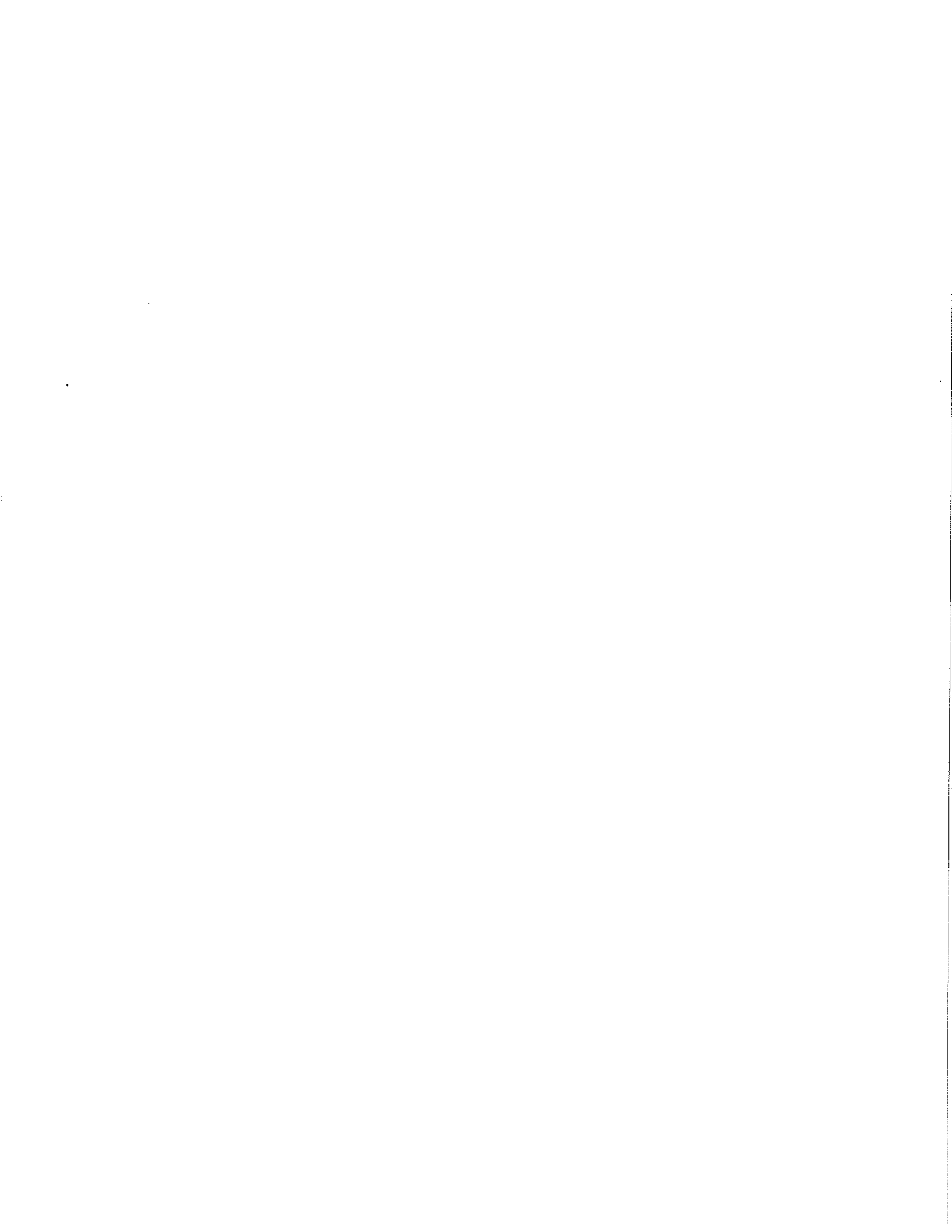
Sandra Slusher McDonald



ATTEST:

Jennifer S. Maghan
Clerk, County Commission of Jefferson County, WV
Jefferson County - Tolling of Bonding Agreement
Thorn Hill Subdivision JCPC File 02-17

A TRUE COPY
ATTEST: JENNIFER S. MAGHAN
CLERK, COUNTY COMMISSION
JEFFERSON COUNTY, WV
BY: Charles G. [Signature]
DEPUTY CLERK



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Roger Goodwin, Chief County Engineer**

Department or Organization: **Engineering Department**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1st Choice: **September 18, 2014**

Date Requested – 2nd Choice: **October 2, 2014**

Subject (*Wording to be placed on agenda*): **Property Safety Enforcement Agency Case 12-001 (Bierer) – Approval for staff to proceed with advertising for bids to complete the work necessary to remediate the property.**

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

Property Safety Enforcement Agency Case 12-001 (Bierer)
169 Daisy Lane
Lot 12, Walnut Grove Subdivision, Jefferson County, WV
Charles Town Tax District, Map 4C, Parcel 32

The property owner failed to carry out the action necessary to bring the property into compliance as outlined in the County Commission's order. The Circuit Court issued an order on August 28, 2014, giving the County permission to carrying out the work required to bring the property into compliance (See attached Order).

Is this a funding request? **Not at this time, but funding will need to be provided after bids received.**
If so, how much? **Estimate \$15,000 - \$25,000**

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

To approve allowing staff to advertise for bids to carrying out the work required for Property Safety Case 12-001 (Bierer), as outlined in the Circuit Court Order.

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

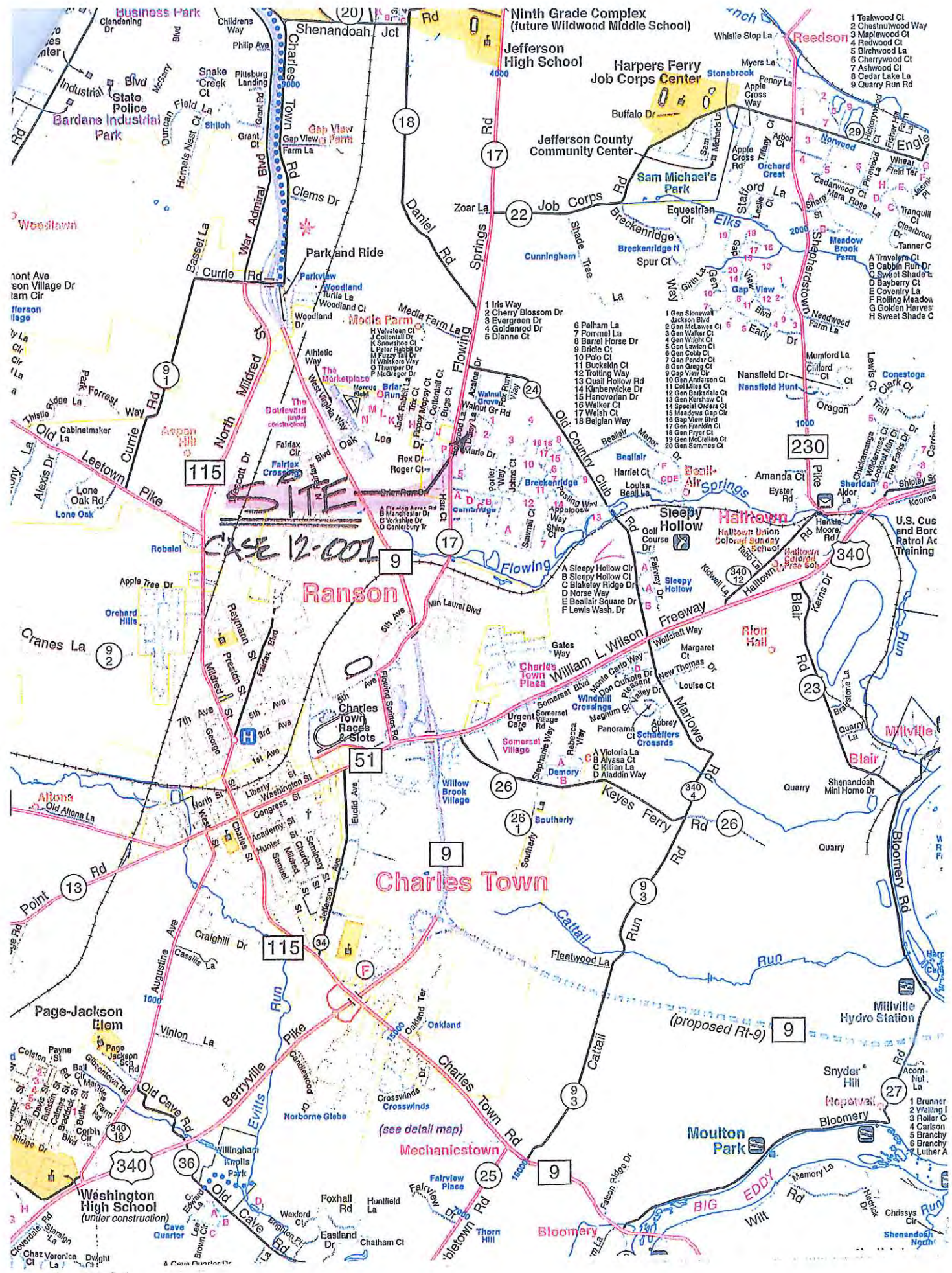
If not attached, explain:

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 Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS



SITE
CASE 12-001

Ranson

Charles Town

(see detail map)

Mechanicstown

Ninth Grade Complex
(future Wildwood Middle School)

Jefferson
High School

Harpers Ferry
Job Corps Center

Jefferson County
Community Center

Sam Michael's
Park

Media Farm La

Flowing

Sleepy Hollow

William L. Wilson

Freeway

Charles Town Plaza

Urgent Care

Somerset Village

Demory

Keyes Ferry Rd

Marlowe

Blair

Quarry

Quarry

Hydro Station

Snyder Hill

Reposvel

Bloomery

Moulton Park

Bloomery

Witt

- 1 Teakwood Ct
- 2 Chestnutwood Way
- 3 Maplewood Ct
- 4 Redwood Ct
- 5 Birchwood La
- 6 Cherrywood Ct
- 7 Ashwood Ct
- 8 Cedar Lake La
- 9 Quarry Run Rd

- 1 Brunner
- 2 Welling I
- 3 Roller C
- 4 Carlson
- 5 Branchy
- 6 Branchy
- 7 Luther A

- 1 Brunner
- 2 Welling I
- 3 Roller C
- 4 Carlson
- 5 Branchy
- 6 Branchy
- 7 Luther A

- 1 Brunner
- 2 Welling I
- 3 Roller C
- 4 Carlson
- 5 Branchy
- 6 Branchy
- 7 Luther A

S. Groh

In the Circuit Court for Jefferson County,
West Virginia

JEFFERSON COUNTY PROPERTY SAFETY ENFORCEMENT AGENCY
Petitioner

VS

169 Daisy Lane, lot 12 Walnut Grove Subdivision
TAMELA BIERER
Respondent/Owner of Subject Property

RECEIVED
AUG 28 2014 (JW)
JEFFERSON COUNTY
CIRCUIT CLERK

14C-210

COPY

DEFAULT ORDER FOR PROPERTY SAFETY REMEDIATION

This matter was filed on, or about June 19th, 2014. The notice was mailed to the owners of the respondent property at their last known address and notice was returned to the Clerk by the U.S. Post Office with notation that it was signed for and received by the owner on 6-23-2014. The owner of the respondent property had previously received actual notice of the Enforcement Order from the County Commission and failed to correct the safety issues. Constructive Notice was obtained as against the respondent property and its owner by publication in the Spirit of Jefferson on two consecutive weeks beginning June 23, 2014.

The owners of the respondent property failed to answer or contest both the underlying remediation order received from the County Commission and the instant Petition to Enforce said Order. Wherefore, the owners are in Default and the Petitioner is entitled to judgment.

Wherefore the Court makes the following findings of fact and conclusions of law:

1. The Jefferson County Commission enacted a Property Safety Ordinance pursuant to West Virginia Code §7-1-3ff.
2. The Petitioner files the instant action to respectfully request this Court exercise its authority under West Virginia Code §7-1-3ff to enforce a final order of the County Commission for safety mitigation order entered with respect to the subject property by the Jefferson County Commission on **October 17th, 2013**.
3. That the Respondent/Owner is the owner of a parcel of property located at **169 Daisy Lane, lot 12 Walnut Grove Subdivision** in Jefferson County, West Virginia; which is designated as **Deed Book 737, Page 340; and Tax Map 4C, Parcel 32, in the Charles Town Tax District**; and is designated as Property Safety Enforcement Agency case no. **12-001**.
4. That in 2012, the Jefferson County Property Safety Enforcement Agency received a citizen complaint against the property described in paragraph no. 1 herein alleging the following:
 - a. An abandoned, dilapidated and unsecured dwelling on the property; and
 - b. Accumulated debris and refuse and appliances on the property; and
 - c. A fire and accident hazards exists on the property, and
 - d. Attractive nuisance, unsafe and unsanitary conditions exist on the property.
5. That the Jefferson County Property Safety Enforcement Agency agreed to accept and investigate the citizen complaints against the property described in paragraph no. 4 herein.
6. That the Jefferson County Property Safety Enforcement Agency, based on a field inspection, found that an unsafe condition exists on the property described in paragraph no 4 herein.
7. That the Respondents/Owners, were sent a Notice of Violation Letter by certified mail and regular U. S. mail service, from the Jefferson County Property Safety Enforcement Agency.

That the violation letter required the Respondent/Owner to return the dwelling/property to a safe condition by:

- a. Demolishing the abandoned and dilapidated structure/dwelling, properly disposing of all debris thereof and properly backfilling the resultant hole in the ground; and
- b. Removing all trash and debris and disposing of it in a legal manner; and
- c. Cut brush and overgrown vegetation to prevent possible spread of fire, protect from incursion by trespassers and provide safe access for emergency responders

8. That the Notice of Violation Letter required that the property owner to bring the property into compliance within 45 days.
9. That the Notice of Violation Letter requested that the Respondent/Owner provide to the Jefferson County Property Safety Enforcement Agency, a written plan and schedule for remedying the unsafe condition.
10. That based on a follow-up field inspection, it was observed that conditions on the property do not appear to have changed and the unsafe condition still exists.
11. That the Property Safety Enforcement Agency, at their October 2013, meeting, found the property to still be in violation and agreed, in accordance with the Jefferson County Property Safety Ordinance, to petition the County Commission of Jefferson County to order the property owner to bring the property into compliance.
12. That accordingly the Jefferson County Property Safety Enforcement Agency filed a Petition with the County Commission to order remediation of the violations found by the Property Safety Agency. The petition was filed in the Office of the Clerk of the County Commission of Jefferson County, West Virginia at the address of P.O. Box 208, Jefferson County Courthouse, 100 East Washington Street, Charles Town, West Virginia 25414.

13. On October, 17th, 2013, after proper notice to the owner of the subject property by personal service, the Jefferson County Commission conducted a hearing upon the petition filed by the Jefferson County Property Safety Enforcement Agency . After taking evidence from the County Engineer with respect to the condition of the property, County Commission found that the abandoned and dilapidated dwelling on the property is unsafe, an accident hazard and an attractive nuisance due to dilapidation, and the refuse and debris on the property are unsafe and/or unsanitary, whether the result of natural or manmade force or effect, which causes the dwelling and property to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.
14. After said hearing, the County Commission of Jefferson County, West Virginia ordered the Respondent/Owner to demolish the structure, backfill the resultant hole, lawfully and completely remove all debris and refuse from the property and cut weeds and overgrowth found on the grounds of the property, all, within a reasonable time.
15. The Commission further ordered that and if the Respondent/Owner fails to comply within 30 days of the Order, the owner would be subject to a \$25.00 daily monetary penalty upon the Respondent/Owner.
16. The Commission further ordered that if the owner did not comply in 30 days the County Engineer should advertise for bids for a contractor to perform the remediation with the costs assessed against the property owner and against the subject property.
17. The Commission further ordered that in the event the respondent failed to comply the County Engineer should bring a civil action in the Circuit Court of Jefferson County against the Respondent/Owner seeking an order to subject the property in question to a lien to satisfy: the contractor's costs in performing the work, the daily civil monetary penalty,

reasonable attorney fees, court costs, and to order the property in question sold to satisfy the lien; and to seek an order of the Court granting the contractor and the County and its agents the right of entry onto the property in question and for such other relief as permitted by law.

18. After the entry of the Order the same was received by the respondents by personal service receipt of which is dated 1/15/14 signed by a lawful process server.
19. The Order gave the respondents additional time, until the **23rd day of December, 2013**, to remedy the issue. No remedial action has been taken nor any response received from the property owners.
20. The Order of the Commission was never appealed, the appeal time has lapsed and the Commission's Order is a final Order which requires enforcement by this Court.
21. The property's condition continues to be abandoned, dilapidated, unsafe, hazardous, and detrimental to the public safety and welfare.
22. The owner of the respondent property received actual notice of the instant proceedings as shown by her signature on the U. S. Postal Service Return Receipt received by the Clerk of this Court and further received constructive notice of same by proper Publication in the Spirit of Jefferson for two consecutive weeks beginning on June 23, 2014.
23. The owners of the Respondent property were upon notice of the Property Safety Remediation Order and the Petition to enforce same and failed to answer as required by law and by with WVRCP.

WHEREFORE, the Court finds that Respondents in DEFAULT and based upon the foregoing findings of fact and conclusions of law does hereby ORDER:

- A. the County Engineer, his staff and any agent or contractors bidding on or conducting remediation at the subject property are granted the right to access the subject property in order to bid and to complete remediation previously ordered by the County Commission;
- B. the owner of the subject property to co-operate with said remediation and not interfere nor impede the entry and remediation ordered herein;
- C. the owner of the subject property to pay the costs of remediation incurred by the County and any contractor hired to conduct said work within 30 days of receiving written invoice of same.
- D. the owner of the subject property pay within 30 days of receiving written invoice of same the \$25/day penalty imposed upon him by the Order of the Commission dating from **January 15th, 2014** until such time as the Order of the Commission has been satisfied by remediation as ordered.
- E. The owner of the subject property pay the costs of this proceeding including reasonable attorney's fees.
- F. That Judgment be entered against the owner of the subject property for any amount unpaid after 30 days set forth in items C" "D" and "E" above.
- G. That a Judgment Lien for any unpaid balance be recorded by the County Clerk against the subject property in any unpaid amount set forth in items "C" "D" and "E" above.
- H. That the Sheriff of Jefferson County may also enter the subject property to assist in the enforcement of said order as the Sheriff deems necessary for the safe and orderly execution of this Court's Order, and
- I. the Clerk shall mail a copy of the foregoing to the owners of the respondent property at their last known address, the Sheriff shall post a copy of the foregoing in a conspicuous

place on the subject property, the clerk shall mail a copy of the foregoing to the County Engineer, the Sheriff, the President of the County Commission and Counsel of Record.

J. The Clerk shall strike this matter from the active docket of this Court.

SO ORDERED,

5 cc's:

S. Gresh
JLSD

T. Binner

Co. Engineer

Co. Comm c/o W. Pellish

8.29.14
BC



Hon. David H. Sanders, Circuit Judge

8/28/14

TRUE COPY
ATTEST

LAURA E. STORM
CLERK, CIRCUIT COURT
JEFFERSON COUNTY, W. VA.

BY B. Cole
DEPUTY CLERK



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Roger Goodwin, Chief County Engineer**

Department or Organization: **Engineering Department**

Estimation of amount of time needed for appointment: **5 minutes**

Date Requested – 1st Choice: **September 18, 2014**

Date Requested – 2nd Choice: **October 2, 2014**

Subject (*Wording to be placed on agenda*): **Property Safety Enforcement Agency Case 12-002 (Williams) – Approval for staff to proceed with advertising for bids to complete the work necessary to remediate the property.**

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

**Property Safety Enforcement Agency Case 12-002 (Williams)
111 Fairway Drive
Lot 16, Sleepy Hollow Estates Subdivision, Jefferson County, WV
Harpers Ferry Tax District, Map 11B, Parcel 15**

The property owner failed to carry out the action necessary to bring the property into compliance as outlined in the County Commission's order. The Circuit Court issued an order on August 28, 2014, giving the County permission to carrying out the work required to bring the property into compliance (See attached Order).

Is this a funding request? **Not at this time, but funding will need to be provided after bids received.**
If so, how much? **Estimate \$5,000 - \$10,000**

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

To approve allowing staff to advertise for bids to carrying out the work required for Property Safety Case 12-002 (Williams), as outlined in the Circuit Court Order.

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

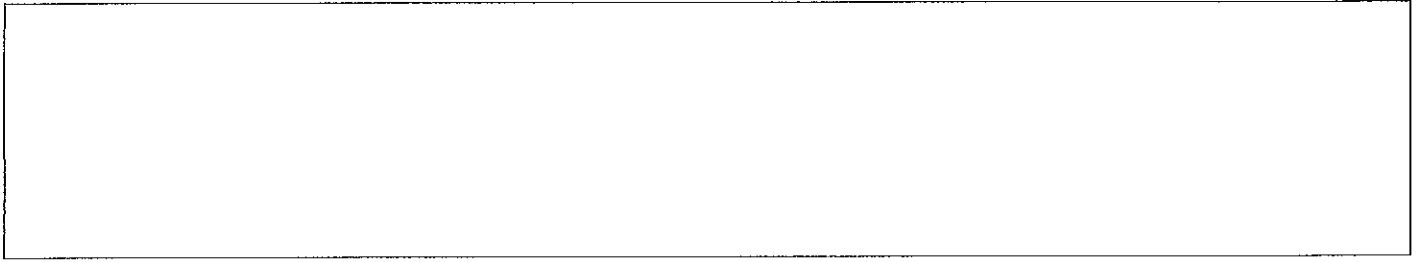
If not attached, explain:

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 Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS



S. Groh

In the Circuit Court for Jefferson County,
West Virginia

JEFFERSON COUNTY PROPERTY SAFETY ENFORCEMENT AGENCY
Petitioner

RECEIVED
AUG 28 2014 (CW)
JEFFERSON COUNTY
CIRCUIT CLERK

VS

14-C-211

111 Fairway Drive, lot 16, Sleep Hollow Estates Subdivision
KEVIN WILLIAMS and ANNE YASTRZEMSKI
Respondents/Owners of Subject Property

COPY

DEFAULT ORDER FOR PROPERTY SAFETY REMEDIATION

This matter was filed on, or about June 19th, 2014. The notice was mailed to the owners of the respondent property at their last known address but was returned to the Clerk by the U.S. Post Office with the notation "Return to Sender." The owner of the respondent property had on November 7th, 2013, receive actual notice of the Enforcement Order from the County Commission and failed to respond. Constructive Notice was obtained as against the respondent property and its owner by publication in the Spirit of Jefferson on two consecutive weeks beginning June 23, 2014.

The owners of the respondent property failed to answer or contest both the underlying remediation order received from the County Commission and the instant Petition to Enforce said Order. Wherefore, the owners are in Default and the Petitioner is entitled to judgment.

Wherefore the Court makes the following findings of fact and conclusions of law:

1. The Jefferson County Commission enacted a Property Safety Ordinance pursuant to West Virginia Code §7-1-3ff.

2. The Petitioner filed the instant action to respectfully request this Court exercise its authority under West Virginia Code §7-1-3ff to enforce a final order of the County Commission for safety mitigation order entered with respect to the subject property by the Jefferson County Commission on **October 17th, 2013**.
3. That the Respondent/Owner is the owner of a parcel of property located at **111 Fairway Drive, lot 16, Sleep Hollow Estates Subdivision** in Jefferson County, West Virginia; which is designated as **Deed Book 927, Page 532; and Tax Map 11B, Parcel 15, in the Hapers Ferry Tax District**; and is designated as Property Safety Enforcement Agency case no. **12-002**.
4. That in the late summer of 2012, the Jefferson County Property Safety Enforcement Agency received a citizen complaint against the property described in paragraph no. 1 herein alleging the following:
 - a. An abandoned, dilapidated and unsecured dwelling on the property; and
 - b. Accumulated debris and refuse on the property; and
 - c. A fire and accident hazards exists on the property.
5. That the Jefferson County Property Safety Enforcement Agency agreed to accept and investigate the citizen complaints against the property described in paragraph no. 4 herein.
6. That the Jefferson County Property Safety Enforcement Agency, based on a field inspection, found that an unsafe condition exists on the property described in paragraph 4 herein.
7. That the Respondents/Owners, were sent a Notice of Violation Letter by certified mail and regular U. S. mail service, from the Jefferson County Property Safety Enforcement Agency. That the violation letter required the Respondent/Owner to return the dwelling/property to a safe condition by:

- a. Securing the abandoned and dilapidated structure/dwelling, from access by unauthorized persons, by boarding up the doors and windows; and
 - b. Removing all trash and debris and disposing of it in a legal manner; and
 - c. Cut brush and overgrown vegetation back away from the structure to prevent possible spread of fire, protect the structure from incursion by trespassers and provide safe access to the structure for emergency responders
8. That the Notice of Violation Letter required that the property owner to bring the property into compliance within 45 days.
 9. That the Notice of Violation Letter requested that the Respondent/Owner provide to the Jefferson County Property Safety Enforcement Agency, a written plan and schedule for remedying the unsafe condition.
 10. That based on a follow-up field inspection, it was observed that conditions on the property do not appear to have changed and the unsafe condition still exists.
 11. That the Property Safety Enforcement Agency, at their October 2013, meeting, found the property to still be in violation and agreed, in accordance with the Jefferson County Property Safety Ordinance, to petition the County Commission of Jefferson County to order the property owner to bring the property into compliance.
 12. That accordingly the Jefferson County Property Safety Enforcement Agency filed a Petition with the County Commission to order remediation of the violations found by the Property Safety Agency. The petition was filed in the Office of the Clerk of the County Commission of Jefferson County, West Virginia at the address of P.O. Box 208, Jefferson County Courthouse, 100 East Washington Street, Charles Town, West Virginia 25414.

13. On October, 17th, 2013, after proper notice to the owner of the subject property by U.S. Mail return receipt, the Jefferson County Commission conducted a hearing upon the petition filed by the Jefferson County Property Safety Enforcement Agency . After taking evidence from the County Engineer with respect to the condition of the property, County Commission found that the abandoned and dilapidated dwelling on the property is unsafe, an accident hazard and an attractive nuisance due to dilapidation, and the refuse, debris and appliances on the property are unsafe and/or unsanitary, whether the result of natural or manmade force or effect, which causes the dwelling and property to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.
14. After said hearing, the County Commission of Jefferson County, West Virginia ordered the Respondent/Owner to board up the windows and doors of the abandoned and dilapidated dwelling to prevent access by unauthorized persons, remove refuse and debris from the property and cut weeds and overgrowth found on the grounds of the property, all, within a reasonable time.
15. The Commission further ordered that and if the Respondent/Owner fails to comply within 30 days of the Order, the owner would be subject to a \$25.00 daily monetary penalty upon the Respondent/Owner.
16. The Commission further ordered that if the owner did not comply in 30 days the County Engineer should advertise for bids for contractor to perform the remediation with the costs assessed against the property owner and against the subject property.
17. The Commission further ordered that in the event the respondent failed to comply the County Engineer should bring a civil action in the Circuit Court of Jefferson County against the Respondent/Owner seeking an order to subject the property in question to a lien to

satisfy: the contractor's costs in performing the work, the daily civil monetary penalty, reasonable attorney fees, court costs, and to order the property in question sold to satisfy the lien; and to seek an order of the Court granting the contractor and the County and its agents the right of entry onto the property in question and for such other relief as permitted by law.

18. After the entry of the Order the same was received by the respondents shown by a respondents signature on a U.S. Postal return receipt card dated **November 7th, 2013**.
19. The Order gave the respondents additional time, until the **23rd day of December, 2013**, to remedy the issue. No remedial action has been taken nor any response received from the property owners.
20. The Order of the Commission was never appealed, the appeal time has lapsed and the Commission's Order is a final Order which requires enforcement by this Court.
21. The property's condition continues to be abandoned, dilapidated unsafe, hazardous, and detrimental to the public safety and welfare.
22. The Property Owners were mailed notice of the instant action to their last known address by U. S. Mail Return Receipt and said mail was reject and returned marked "Return to Sender"
23. The Petitioner none the less obtained constructive notice upon the subject property and its owners by proper notice by publication in the Spirit of Jefferson on two consecutive weeks beginning on June 23rd, 2014.
24. The owners of the Respondent property were upon notice of the Property Safety Remediation Order and the Petition to enforce same and failed to answer as required by law and by with WVRCP.

WHEREFORE, the Court finds that Respondents in DEFAULT and based upon the foregoing findings of fact and conclusions of law does hereby ORDER:

- A. the County Engineer, his staff and any agent or contractors bidding on or conducting remediation at the subject property are granted the right to access the subject property in order to bid and to complete remediation previously ordered by the County Commission;
- B. the owner of the subject property to co-operate with said remediation and not interfere nor impede the entry and remediation ordered herein;
- C. the owner of the subject property to pay the costs of remediation incurred by the County and any contractor hired to conduct said work within 30 days of receiving written invoice of same.
- D. the owner of the subject property pay within 30 days of receiving written invoice of same the \$25/day penalty imposed upon him by the Order of the Commission dating from **December, 23rd, 2013** until such time as the Order of the Commission has been satisfied by remediation as ordered.
- E. The owner of the subject property pay the costs of this proceeding including reasonable attorney's fees.
- F. That Judgment be entered against the owner of the subject property for any amount unpaid after 30 days set forth in items C" "D" and "E" above.
- G. That a Judgment Lien for any unpaid balance be recorded by the County Clerk against the subject property in any unpaid amount set forth in items "C" "D" and "E" above.

- H. That the Sheriff of Jefferson County may also enter the subject property to assist in the enforcement of said order as the Sheriff deems necessary for the safe and orderly execution of this Court's Order, and
- I. the Clerk shall mail a copy of the foregoing to the owners of the respondent property at their last known address, the Sheriff shall post a copy of the foregoing in a conspicuous place on the subject property, the clerk shall mail a copy of the foregoing to the County Engineer, the Sheriff, the President of the County Commission and Counsel of Record.
- J. The Clerk shall strike this matter from the active docket of this Court.

SO ORDERED,



Hon. David H. Sanders, Circuit Judge

8/28/14

6 cc's:

- S. Grah
- JCS
- H. Williams
- A. Yastuzemski
- C. Engineer
- Co. Comm c/o W. Pellish

8.29.14
BC

TRUE COPY
ATTEST

LAURA E. STORM
CLERK, CIRCUIT COURT
JEFFERSON COUNTY, W.VA.

BY B. Chase
DEPUTY CLERK

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Bill Polk/Barb Miller/Debbie Keyser**

Department or Organization: **County Commission Staff**

Estimation of amount of time needed for appointment: **15 minutes**

Date Requested – 1st Choice: **Sept. 18, 2014**

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

Date Requested – 2nd Choice: **Oct. 2, 2014**

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

Potential purchase of used generator for back-up to County IT services

Please provide the County Commission with a description of your request or presentation, including any background information: The County has the opportunity to purchase a used generator which would allow IT services to function during a power outage. This can be crucial during an emergency to keep the county operable and/or for maintaining the website for citizen notifications. The immediate generator purchase is \$500. The owner of the generator is requesting a decision to be made within the next several weeks. To install the generator will be approximately \$10,000, however, it can be stored until funds are available for installation.

We may have an opportunity for a new generator via a grant through Homeland Security. However, it is likely we won't be able to apply and be notified until October or November, 2014, which is too late to take advantage of the purchase of the local generator.

If we should purchase the used generator and then be awarded a new generator, the used generator could be utilized on a trailer to be mobile and used at whatever building or area may need it.

Is this a funding request? **Y/N** **Yes**

If so, how much? **\$** **\$500 now for immediate purchase to take advantage of the opportunity.**
\$10,000 to install, but installation doesn't have to be done until funds are available.

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: Attached

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

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AGENDA REQUEST FORM
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: 5 minutes

Date Requested – 1st Choice September 4, 2014

If a specific date is needed, please provide reason for specific date: Deadline for EMPG Grant Application

Date Requested – 2nd 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:

1. Memoranda of Understanding with Jefferson County Schools.

Is this a funding request? No

If so, how much?

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

1. I move to approve the MOUs between Jefferson County Board of Education and Jefferson County Homeland Security and Emergency Management

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 Phone Number: 304-728-3290 .

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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


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

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

Agreed to and accepted by:



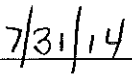
Superintendent, Jefferson County Schools



Date



Administrator, Blue Ridge Elementary School



Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

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

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

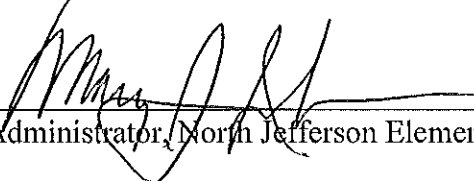
Agreed to and accepted by:



Superintendent, Jefferson County Schools

8-25-14

Date



Administrator, North Jefferson Elementary School

7/31/14

Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

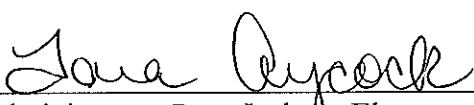
- Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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

Agreed to and accepted by:


Superintendent, Jefferson County Schools

8-25-14
Date


Administrator, Page Jackson Elementary School

7/31/14
Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

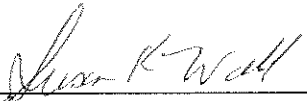
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

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

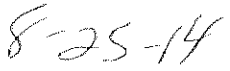
4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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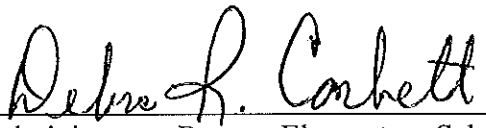
Agreed to and accepted by:



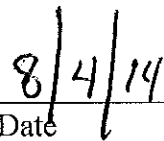
Superintendent, Jefferson County Schools



Date



Administrator, Ranson Elementary School



Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

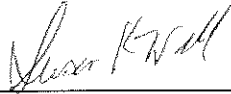
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

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

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

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

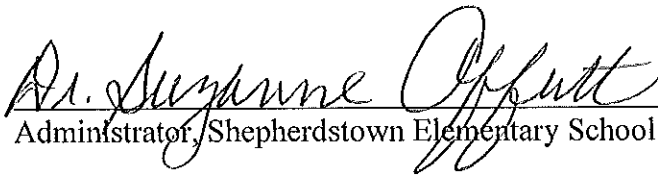
Agreed to and accepted by:



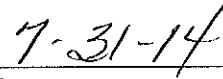
Superintendent, Jefferson County Schools



Date



Administator, Shepherdstown Elementary School



Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

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

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

Agreed to and accepted by:

Susan K. Wall
Superintendent, Jefferson County Schools

8-25-14
Date

Heather E. Bomker
Administrator, C. W. Shipley Elementary School

7-31-14
Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

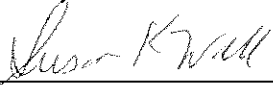
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

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

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

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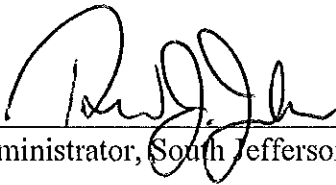
Agreed to and accepted by:



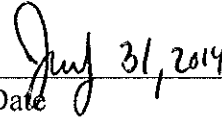
Superintendent, Jefferson County Schools



Date



Administrator, South Jefferson Elementary School



Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

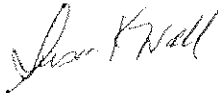
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

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

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

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Agreed to and accepted by:



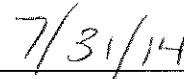
Superintendent, Jefferson County Schools



Date



Administrator, Wright Denny Intermediate School



Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

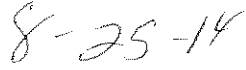
4. Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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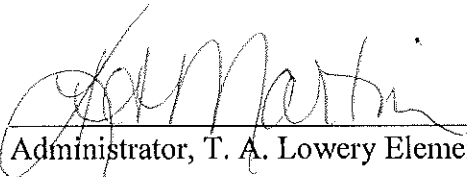
Agreed to and accepted by:



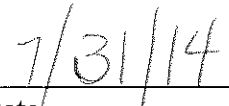
Superintendent, Jefferson County Schools



Date



Administrator, T. A. Lowery Elementary School



Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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


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

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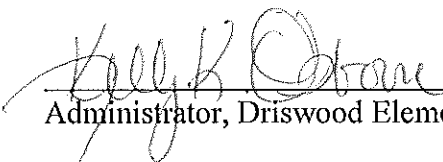
Agreed to and accepted by:



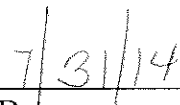
Superintendent, Jefferson County Schools



Date



Administrator, Driswood Elementary School



Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

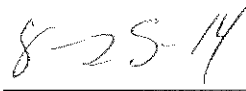
- Return all buildings to the state they were found in prior to the Jefferson County Office of Homeland Security and Emergency Managements use and replace any supplies used during an incident.

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Agreed to and accepted by:



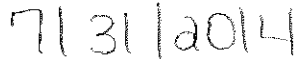
Superintendent, Jefferson County Schools



Date



Administrator, Blue Ridge Primary School



Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

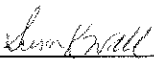
Jefferson County Jefferson County Office of Homeland Security and Emergency Management agrees to the following:

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

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

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Agreed to and accepted by:


Superintendent, Jefferson County Schools

8-25-14
Date


Administrator, Charles Town Middle School

7/31/14
Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

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

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Agreed to and accepted by:

Justin Kroll
Superintendent, Jefferson County Schools

8-25-14
Date

Erin R. Vandell
Administrator, Harpers Ferry Middle School

7/31/14
Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

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

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Agreed to and accepted by:

Lisa K. McCall
Superintendent, Jefferson County Schools

8-25-14
Date

[Signature]
Administrator, Shepherdstown Middle School

7/31/14
Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

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

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

Agreed to and accepted by:

Jessie Kraus
Superintendent, Jefferson County Schools

8-25-14
Date

Ms. Patricia M. Brockway
Administrator, Wildwood Middle School

July 31, 2014
Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

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

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Agreed to and accepted by:

Sam Krout

Superintendent, Jefferson County Schools

8-25-14

Date

Kenneth M. Garvey

Administrator, Jefferson High School

7/31/14

Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

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

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

Agreed to and accepted by:

Susan K Wall
Superintendent, Jefferson County Schools

8-25-14
Date

Judy Ann Marcus
Judy Ann Marcus
Administrator, Washington High School

8/31/14
Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

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

Jefferson County Office of Homeland Security and Emergency Management

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

Jefferson County Board of Education agrees to the following:

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

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

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

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

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

Agreed to and accepted by:

Susan K. Wells

Superintendent, Jefferson County Schools

8-5-14

Date

Shirley Packey

Administrator, Opportunity Learning Center

08/01/14

Date

Administrator, Jefferson County Office of Homeland Security
& Emergency Management

Date

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Troy Truax, AICP – Michael Baker, Jr. Inc.

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **September 18, 2014**
If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Eastern Panhandle Transportation Authority Strategic Plan SWOT**

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

E.P.T.A. Strategic Plan

Michael Baker Jr., Inc. (Baker), a unit of Michael Baker International, LLC, under the auspices of the Hagerstown/Eastern Panhandle Metropolitan Planning Organization (HEPMPO) is assisting the Eastern Panhandle Transit Authority (a.k.a., E.P.T.A.) with developing a 5-year Strategic Plan. The Strategic Plan will outline E.P.T.A.'s mission, vision, values, and business management goals and objectives that it must achieve over the next five years. In doing so, the Strategic Plan will define E.P.T.A.'s direction for the future and provide its governing board and management staff with a decision-making blueprint for allocating its resources (i.e., people and capital) to pursue its defined strategy.

Obtaining the Jefferson County Commission's perspectives on E.P.T.A.'s future is critical to the strategic planning process. The Commission's perspectives will be obtained through a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis discussion facilitated by Baker staff, Troy D. Truax, AICP and Andy Batson, AICP on Thursday, September 18, 2014. In preparation, Baker requests each Commission member to use the workspace below to independently identify E.P.T.A.'s top 5 Strengths, Weaknesses, Opportunities, and Threats.

E.P.T.A.'s Top 5 Strengths (Internal Attributes to Build Upon)

1. _____
2. _____
3. _____
4. _____
5. _____

E.P.T.A.'s Top 5 Weaknesses (Internal Opportunities for Improvement)

1. _____
2. _____
3. _____
4. _____
5. _____

E.P.T.A.'s Top 5 Opportunities (External Forces or Conditions to Capitalize On)

1. _____
2. _____
3. _____
4. _____
5. _____

E.P.T.A.'s Top 5 Threats (External Forces or Conditions to Mitigate)

1. _____
2. _____
3. _____
4. _____
5. _____



**Jefferson County Commission
Employee Action Form**

| | | | |
|---------------------------|--|---------------------------|--|
| Employee Name: | Jamie S. Wolfe | Date Completed: | 9/5/2014 |
| Department Number: | | Work Location: | |
| Birthdate: | | Mail Address: | |
| Social Security: | | Mail Address: | |
| Home Phone: | | Cell Phone: | |
| From: Salary | \$ 28,267.27 | To: Salary | \$ 30,000.00 |
| Reason: | Outstanding Job Performance, learned all aspects of job requirements and completed probationary period. | | New Hire Promotion Temporary Assignment Annual Increase |
| | | % of Change | |
| Grade (I, II, III, etc.): | II | Grade (I, II, III, etc.): | II |
| Step (A,B,C etc.): | C | Step (A,B,C etc.): | E |
| Min/Mid/Max | Mid | Min/Mid/Max | Min |
| From: | Candidate Non-Exempt Exempt Full-Time Perm > 1820 hrs/annual Full-Time Perm 2080 hrs/annual Full-Time Temp < 6 mos Part-time Perm < 1040 hrs/annual Part-time Temp/Intern Contract Termination/Retirement | To: | Candidate Non-Exempt Exempt Full-Time Perm > 1820 hrs/annual Full-Time Perm 2080 hrs/annual Full-Time Temp < 6 mos Part-time Perm < 1040 hrs/annual Part-time Temp/Intern Contract Termination/Retirement |
| From: | Active Personal Unpaid FMLA Workers Comp WC Rate: | To: | Active Personal Unpaid FMLA Workers Comp WC Rate: |
| | Military Personal Paid Return to Work WC Code | | Military Personal Paid Return to Work WC Code |
| Additional Info: | | | |
| Effective Date: 9/8/2014 | | | |
| Co. Admin Approval | | HR Approval | |
| Commission Approval | | Hiring Mgr Appr | <i>Jana Storm</i> |
| Hiring Mgr Notified | | Payroll Done | |

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

The County Commission of Jefferson County will hold a public hearing on Wednesday, October 1, 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 Zoning Ordinance Text Amendment related to Mass Gatherings/Events (ZTA14-02)

Anyone wishing to provide written or oral comment may do so at this meeting or send comments to info@jeffersoncountywv.org.

You can view the Ordinance at: www.jeffersoncountywv.org

No decisions will be made at this meeting.

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



Meet and Converse with your Jefferson County Commissioners

Where: John's Diner
847 Berryville Pike
Charles Town, WV 25414

When: Thursday, October 2, 2014

Time: 5:00 p.m.—7:00 p.m.

*Questions regarding the event should be directed to
the Jefferson County Commission: 304-728-3284*

August 14, 2014

Mr. Walter Pellish, President
Jefferson County Commission
PO Box 250
124 E. Washington Street
Charles Town, WV 25414

RE: **Appreciation from the U.S. Coast Guard project team**

Dear Commissioner Pellish,

On behalf of the project team, ARC-FD JV, LLC is writing to commend the county agencies and staff we worked with in the development of the U.S. Coast Guard's Operations Systems Center that was recently opened in the Burr Business Park.

As you may know, many sites in Jefferson and Berkeley counties competed for the opportunity to house this critical Department of Homeland Security facility. We feel that thanks to the cooperation of the county staff, our team was ultimately able to bring the project to Jefferson County. When selecting sites for our development projects, we require a predictable playing field and prefer an expedient approvals process. Jefferson County delivered both.

Given our stringent timeframe to complete our building for the government, we collaborated early on with the Economic Development, Planning and Engineering staffs to identify issues and devise plans that enabled us to proceed on time. Thanks to this concerted effort, we were able to break ground only 60 days after signing our lease, while fully satisfying all requirements of the regulatory process — an unheard of timeframe in the Washington, D.C. metropolitan area for a ground-up development.

The attention and effort by everyone at the County was remarkable and unlike anything we've experienced in other jurisdictions. From start to finish, all departments were very helpful and communicative to ensure clarity for every aspect of the project. It would be difficult to name everyone who played a role in the project, however we would like to highlight the work of a select few:

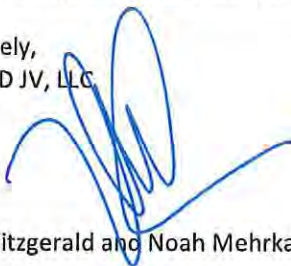
John Reisenweber and the EDA Board for working with us while we competed for the project and coordinating with us every step of the way through completion;

Roger Goodwin, Mike Monaghan, and Becky Burns. Roger provided invaluable guidance at the outset, which made life easier for our design team from Baker Architects and Gordon engineering, while Mike worked with our construction team at Whiting-Turner to ensure smooth operations during construction and Becky kept us moving forward and aided us with the nuances of the bonding and release process;

Angie Banks and her team at the Assessors office, who helped us understand the timing of the assessment process and how our building would be valued.

We are grateful for the help of everyone who contributed to this project and look forward to working in the County soon. We would happily serve as a reference for any developers or businesses considering locating in the County.

Sincerely,
ARC-FD JV, LLC



John Fitzgerald and Noah Mehrkam

Rec'd
4-8-14

Wilbur & Jackie Gray
912 Avon Bend Rd.
Charles Town, WV 25414
(h) 304-728-7424 (c) 304-839-2065

September 6, 2014

Mr. Walter Pellish
President, Jefferson County Commission
PO Box 250
124 E. Washington Street
Charles Town, WV 25414

Mr. Pellish:

We are writing this letter to express our displeasure with the Emergency Ambulance Fee invoice we just received. If additional resources are needed in this County to provide professional emergency services, then raise local taxes.

The growth in this County demands full time responders; we are well past the days when good willed citizens respond from their homes or jobs to try to provide public service. As you should know, response times are already great throughout the County. Longer response times increases the risks associated to the responders and decreases the effectiveness of the response.

We especially do not want to see the Ambulance Service separated from the other emergency services agencies. What is next, are we going to receive an invoice to increase Sheriff or Fire Protection? How about the Communications Department or Administrative staff?

It appears that there is a lack of long term vision. Stop gap measures like this Emergency Ambulance Fee is not the answer.

In fact, we hope we are not staffing "Ambulances", we should be well past that type of service. We hope we have Advanced Life Support Providers. Most of us really don't need someone to just transport us to the hospital. We want someone who can quickly arrive at our homes or businesses and provide "advanced" or "life supporting" care.

If you have any questions or would like to discuss our concerns, feel free to contact us at number listed above. Thank you for your consideration.

Sincerely,
Wilbur & Jackie Gray
Wilbur & Jackie Gray

c: Douglas Pittinger, Director JCESA

Sandy McDonald

From: Debbie Keyser [dkeyser@jeffersoncountywv.org]
Sent: Wednesday, September 03, 2014 4:24 PM
To: 'Dale Manuel '; 'Jane Tabb'; 'Lyn Widmyer'; commissionerpnoland@gmail.com; 'pellish walter'
Cc: 'Jessica Carroll'; 'Sandy McDonald'
Subject: FW: SAVE THE DATE: September 29th, U.S. Coast Guard OSC Building Ribbon Cutting

Commissioners, I assume you received this, but to ensure you don't miss it, here it is...

Debbie

From: John Reisenweber [mailto:John@jcda.net]
Sent: Wednesday, September 03, 2014 4:13 PM
To: John Reisenweber
Subject: SAVE THE DATE: September 29th, U.S. Coast Guard OSC Building Ribbon Cutting

Greetings,

Please join the Jefferson County Development Authority
for the official opening of the U.S. Coast Guard Operations System Center (OSC)
in Jefferson County, West Virginia.

Monday, Sept. 29th, 2014
at 10:00 a.m.
941 James Burr Boulevard, Kearneysville, WV
in the Burr Business Park

Additional information will be forthcoming in a few weeks. We hope you can join us.

Thank you,

John Reisenweber
Executive Director
Jefferson County Development Authority
(304) 728-3255
www.jcda.net

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

Week Ending Date

September 6, 2014

To be Deposited on:

September 12, 2014

| | |
|---|----------------------------|
| Amount Played | 65,860,263.98 |
| Amount Won | 59,135,015.55 |
| Amount Promo | 323,744.00 |
| MWAP Contribution | <u>3,558.15</u> |
| Adjusted Gross Terminal Revenue | <u>6,397,946.28</u> |
| Administrative Costs @ 4% | 255,917.85 |
| Excess Lottery Fund @ 4% | <u>0.00</u> |
| Net Terminal Revenue | <u>6,142,028.43</u> |
| Surcharge @ 10% | 0.00 |
| State Share Excess @ 58% & 10% of 42% | 0.00 |
| Track Share of Capital Reinvestment @ 90% of 42% | <u>0.00</u> |
| <i>Track Share of Capital Reinvestment @ 96%</i> | <i>0.00</i> |
| <i>Track Share of Capital Reinvestment @ 4%</i> | <i>0.00</i> |
| Adjusted Net Terminal Revenue | <u>6,142,028.43</u> |
| Racetrack @ 46.50% / 42% | 2,856,043.22 |
| Lottery Fund @ 30% / 0% | 1,842,608.55 |
| Excess Lottery Fund @ 0% / 41% | 0.00 |
| Excess Lottery Fund @ 12.85% / 9.55% | 789,250.65 |
| Race Track Purses @ 90% of 7% / 4% | 386,947.79 |
| Employee Pension Fund @ 1% / .5% | 61,420.28 |
| Greyhound Development @ 90% of .75% | 41,458.69 |
| Thoroughbred Development @ 90% of .75% | 41,458.69 |
| County/Municipality @ 2% | <u>122,840.56</u> |
| | <u>6,142,028.43</u> |

WEST VIRGINIA LOTTERY
 First Benchmark
 Charles Town
 County / City Split
 Fiscal Year 2015

Charles Town
 1999 Net Terminal Revenue \$ 45,603,174
 Benchmark Goal @ 2% \$ 912,063.48

| DATE | 2% OF ADJ. NET REVENUE | TO JEFFERSON COUNTY | TO FIVE CITIES | BOLIVAR 7.93% | CHARLES TOWN 39.90% | HARPERS FERRY 2.17% | RANSON 33.68% | SHEPHERDS TOWN 16.32% |
|----------------------------|------------------------------|---------------------------|----------------------|------------------|---------------------------|---------------------------|------------------|-----------------------------|
| 5 days ending: 07/05/14 | \$ 106,819.12 | \$ 106,819.12 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Week ending: | | | | | | | | |
| 07/12/14 | \$ 111,792.16 | \$ 111,792.16 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 07/19/14 | \$ 116,320.32 | \$ 116,320.32 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 07/26/14 | \$ 112,502.48 | \$ 112,502.48 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/02/14 | \$ 117,145.12 | \$ 117,145.12 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/09/14 | \$ 114,374.60 | \$ 114,374.60 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/16/14 | \$ 114,105.32 | \$ 114,105.32 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/23/14 | \$ 116,097.04 | \$ 116,097.04 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 08/30/14 | \$ 117,652.72 | \$ 60,280.02 | \$ 57,372.70 | \$ 4,549.65 | \$ 22,891.71 | \$ 1,244.99 | \$ 19,323.13 | \$ 9,363.22 |
| 09/06/14 | \$ 122,840.56 | \$ 61,420.28 | \$ 61,420.28 | \$ 4,870.63 | \$ 24,506.69 | \$ 1,332.82 | \$ 20,686.35 | \$ 10,023.79 |
| Subtotal | \$ 1,149,649.44 | \$ 1,030,856.46 | \$ 118,792.98 | \$ 9,420.28 | \$ 47,398.40 | \$ 2,577.81 | \$ 40,009.48 | \$ 19,387.01 |

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT

| FY 2011 | | FY 2012 | | FY 2013 | | FY 2014 | | FY 2015 | |
|------------|------------|------------|------------|------------|------------|------------|------------|-----------|------------|
| Date | Amount | Date | Amount | Date | Amount | Date | Amount | Date | Amount |
| 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 | 7/5/2014 | 106,819.12 |
| 7/10/2010 | 205,731.64 | 7/9/2011 | 171,717.28 | 7/14/2012 | 129,458.04 | 7/13/2013 | 128,060.40 | 7/12/2014 | 111,792.16 |
| 7/17/2010 | 161,386.76 | 7/16/2011 | 143,019.52 | 7/21/2012 | 130,037.00 | 7/20/2013 | 115,128.84 | 7/19/2014 | 116,320.32 |
| 7/24/2010 | 160,368.28 | 7/23/2011 | 146,508.00 | 7/28/2012 | 137,164.44 | 7/27/2013 | 123,049.56 | 7/26/2014 | 112,502.48 |
| 7/31/2010 | 157,802.08 | 7/30/2011 | 144,510.28 | 8/4/2012 | 132,931.16 | 8/3/2013 | 116,180.80 | 8/2/2014 | 117,145.12 |
| 8/7/2010 | 136,494.98 | 8/6/2011 | 151,495.28 | 8/11/2012 | 134,212.88 | 8/10/2013 | 120,078.64 | 8/9/2014 | 114,374.60 |
| 8/14/2010 | 78,376.68 | 8/13/2011 | 117,350.38 | 8/18/2012 | 110,241.90 | 8/17/2013 | 124,888.56 | 8/16/2014 | 114,105.32 |
| 8/21/2010 | 76,199.02 | 8/20/2011 | 71,614.12 | 8/25/2012 | 66,209.90 | 8/24/2013 | 89,882.12 | 8/23/2014 | 116,097.04 |
| 8/28/2010 | 72,460.03 | 8/27/2011 | 63,432.14 | 9/1/2012 | 67,133.42 | 8/31/2013 | 58,913.18 | 8/30/2014 | 60,280.02 |
| 9/4/2010 | 76,362.84 | 9/3/2011 | 80,837.76 | 9/8/2012 | 74,029.40 | 9/7/2013 | 67,758.74 | 9/6/2014 | 61,420.28 |
| 9/11/2010 | 82,969.36 | 9/10/2011 | 84,845.80 | 9/15/2012 | 61,838.04 | 9/14/2013 | 53,374.22 | | |
| 9/18/2010 | 67,638.78 | 9/17/2011 | 66,748.62 | 9/22/2012 | 56,996.90 | 9/21/2013 | 54,277.94 | | |
| 9/25/2010 | 70,435.06 | 9/24/2011 | 68,929.80 | 9/29/2012 | 61,611.40 | 9/28/2013 | 54,881.50 | | |
| 10/2/2010 | 71,013.86 | 10/1/2011 | 68,871.64 | 10/6/2012 | 62,715.20 | 10/5/2013 | 55,950.74 | | |
| 10/9/2010 | 69,311.50 | 10/8/2011 | 70,866.90 | 10/13/2012 | 60,710.18 | 10/12/2013 | 55,837.92 | | |
| 10/16/2010 | 75,234.62 | 10/15/2011 | 75,262.66 | 10/20/2012 | 62,333.08 | 10/19/2013 | 61,327.20 | | |
| 10/23/2010 | 70,290.80 | 10/22/2011 | 68,757.72 | 10/27/2012 | 58,073.54 | 10/26/2013 | 52,854.06 | | |
| 10/30/2010 | 65,615.04 | 10/29/2011 | 60,507.98 | 11/3/2012 | 56,545.30 | 11/2/2013 | 57,543.54 | | |
| 11/6/2010 | 61,337.62 | 11/5/2011 | 70,673.88 | 11/10/2012 | 56,110.96 | 11/9/2013 | 54,666.76 | | |
| 11/13/2010 | 64,595.28 | 11/12/2011 | 67,627.10 | 11/17/2012 | 57,432.36 | 11/16/2013 | 56,495.96 | | |
| 11/20/2010 | 56,010.08 | 11/19/2011 | 60,690.60 | 11/24/2012 | 65,888.86 | 11/23/2013 | 48,628.62 | | |
| 11/27/2010 | 71,170.90 | 11/26/2011 | 74,140.54 | 12/1/2012 | 50,243.34 | 11/30/2013 | 59,645.66 | | |
| 12/4/2010 | 53,215.08 | 12/3/2011 | 59,429.94 | 12/8/2012 | 50,770.96 | 12/7/2013 | 47,306.24 | | |
| 12/11/2010 | 46,944.00 | 12/10/2011 | 51,395.44 | 12/15/2012 | 47,022.38 | 12/14/2013 | 29,229.02 | | |
| 12/18/2010 | 42,076.76 | 12/17/2011 | 55,981.32 | 12/22/2012 | 46,838.96 | 12/21/2013 | 44,581.02 | | |
| 12/25/2010 | 50,450.28 | 12/24/2011 | 54,248.62 | 12/29/2012 | 59,697.22 | 12/28/2013 | 62,117.14 | | |
| 1/1/2011 | 85,152.12 | 12/31/2011 | 94,661.00 | 1/5/2013 | 71,673.52 | 1/4/2014 | 62,963.88 | | |
| 1/8/2011 | 54,301.30 | 1/7/2012 | 74,863.40 | 1/12/2013 | 50,416.30 | 1/11/2014 | 37,935.94 | | |
| 1/15/2011 | 54,005.90 | 1/14/2012 | 58,901.92 | 1/19/2013 | 51,211.88 | 1/18/2014 | 49,418.64 | | |
| 1/22/2011 | 60,924.74 | 1/21/2012 | 61,819.92 | 1/26/2013 | 46,966.26 | 1/25/2014 | 42,720.80 | | |
| 1/29/2011 | 48,036.94 | 1/28/2012 | 62,898.78 | 2/2/2013 | 52,067.92 | 2/1/2014 | 47,681.60 | | |
| 2/5/2011 | 60,777.44 | 2/4/2012 | 72,154.66 | 2/9/2013 | 52,222.20 | 2/8/2014 | 45,434.52 | | |
| 2/12/2011 | 67,471.84 | 2/11/2012 | 66,429.04 | 2/16/2013 | 64,243.52 | 2/15/2014 | 41,076.08 | | |
| 2/19/2011 | 72,018.54 | 2/18/2012 | 77,455.88 | 2/23/2013 | 64,115.70 | 2/22/2014 | 61,523.98 | | |
| 2/26/2011 | 75,544.02 | 2/25/2012 | 77,611.78 | 3/2/2013 | 62,602.74 | 3/1/2014 | 57,744.78 | | |
| 3/5/2011 | 74,535.34 | 3/3/2012 | 75,963.86 | 3/9/2013 | 59,213.26 | 3/8/2014 | 50,439.94 | | |
| 3/12/2011 | 66,979.48 | 3/10/2012 | 76,808.62 | 3/16/2013 | 62,366.36 | 3/15/2014 | 54,414.66 | | |
| 3/19/2011 | 73,113.26 | 3/17/2012 | 76,883.92 | 3/23/2013 | 59,841.02 | 3/22/2014 | 50,734.62 | | |
| 3/26/2011 | 68,490.80 | 3/24/2012 | 72,108.36 | 3/30/2013 | 57,567.98 | 3/29/2014 | 51,174.60 | | |
| 4/2/2011 | 70,846.58 | 3/31/2012 | 74,244.22 | 4/6/2013 | 63,108.84 | 4/5/2014 | 55,229.90 | | |
| 4/9/2011 | 67,076.78 | 4/7/2012 | 75,382.98 | 4/13/2013 | 56,849.30 | 4/12/2014 | 48,653.18 | | |
| 4/16/2011 | 64,698.56 | 4/14/2012 | 71,065.34 | 4/20/2013 | 55,432.12 | 4/19/2014 | 54,469.22 | | |
| 4/23/2011 | 67,674.14 | 4/21/2012 | 68,055.08 | 4/27/2013 | 58,612.74 | 4/26/2014 | 51,637.18 | | |

| | | | | | | | |
|----------------------------|-----------|---------------------|-----------|---------------------|-----------|---------------------|-----------|
| 4/30/2011 | 66,807.50 | 4/28/2012 | 72,880.66 | 5/4/2013 | 61,102.92 | 5/3/2014 | 54,757.72 |
| 5/7/2011 | 66,379.74 | 5/5/2012 | 71,582.30 | 5/11/2013 | 57,428.70 | 5/10/2014 | 51,011.76 |
| 5/14/2011 | 66,699.76 | 5/12/2012 | 63,357.92 | 5/18/2013 | 61,172.80 | 5/17/2014 | 51,148.34 |
| 5/21/2011 | 63,210.44 | 5/19/2012 | 78,984.36 | 5/25/2013 | 57,131.24 | 5/24/2014 | 53,082.60 |
| 5/28/2011 | 64,724.06 | 5/26/2012 | 67,396.24 | 6/1/2013 | 65,920.66 | 5/31/2014 | 62,642.98 |
| 6/4/2011 | 74,952.34 | 6/2/2012 | 76,959.44 | 6/8/2013 | 55,233.74 | 6/7/2014 | 49,517.18 |
| 6/11/2011 | 62,203.12 | 6/9/2012 | 63,584.86 | 6/15/2013 | 54,067.52 | 6/14/2014 | 50,266.50 |
| 6/18/2011 | 61,200.76 | 6/16/2012 | 59,436.12 | 6/22/2013 | 54,690.28 | 6/21/2014 | 48,768.14 |
| 6/25/2011 | 65,470.44 | 6/23/2012 | 55,921.30 | 6/29/2013 | 55,991.38 | 6/28/2014 | 49,250.32 |
| 6/30/2011 | 34,351.16 | 6/30/2012 | 58,207.40 | 6/30/2013 | 11,509.54 | 6/30/2014 | 12,010.70 |
| TOTALS 4,016,541.01 | | 4,124,906.80 | | 3,580,645.18 | | 3,261,565.02 | |
| | | | | | | 1,030,856.46 | |

Table Game Revenue

| <u>Date</u> | <u>Amount</u> | <u>Date</u> | <u>Amount</u> | <u>Date</u> | <u>Amount</u> | <u>Date</u> | <u>Amount</u> |
|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|-------------------|
| 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 | May, 2014 | 93,191.89 |
| | | June, 2012 | 129,235.38 | June, 2013 | 104,803.37 | June, 2014 | 72,350.70 |
| Total 2010-2011 | 1,297,391.70 | Total 2011-2012 | 1,602,900.84 | Total 2012-2013 | 1,530,462.31 | Total 2013-2014 | 998,486.72 |

| <u>Date</u> | <u>Amount</u> |
|-------------|---------------|
| July, 2014 | 78,639.07 |

| | |
|------------------------|------------------|
| Total 2014-2015 | 78,639.07 |
|------------------------|------------------|

Table Game Revenue Distribution - Jefferson County School Board

| <u>Date</u> | <u>Amount</u> | <u>Date</u> | <u>Amount</u> | <u>Date</u> | <u>Amount</u> | <u>Date</u> | <u>Amount</u> |
|------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|------------------------|-------------------|
| July, 2011 | 425,154.03 | July, 2012 | 415,990.92 | July, 2013 | 297,823.08 | July, 2014 | 235,917.21 |
| 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 | May, 2014 | 279,575.67 | | |
| June, 2012 | 387,706.12 | June, 2013 | 314,410.11 | June, 2014 | 217,052.10 | | |
| Total 2011-2012 | 4,808,702.50 | Total 2012-2013 | 4,608,334.13 | Total 2013-2014 | 2,995,460.18 | Total 2014-2015 | 235,917.21 |