

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, MAY 7, 2015
9:30 A.M.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF ACCOUNTS PAYABLE

- May 7, 2015

APPROVAL OF MANUAL CHECKS

- May 7, 2015

PAYROLL APPROVAL

- May 7, 2015

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 9:45 a.m. Angie Banks, Assessor
- Certificates for the Real Estate and Personal Property Books -
Discussion/Action
2. 10:00 a.m. Louise Kernan, Jefferson County CEOS
- Approval of Proclamation - May 17-23 Community Educational Outreach
Service Week - Discussion/Action

3. 10:15 a.m. Nathan Cochran, Civil Division - Prosecutors Office
- Jefferson County Emergency Services Agency Ordinance Amendment - Discussion/Action - Possible Executive Session
- Review of MOU/Lease of Board of health Facility Discussion/Action - Possible Executive Session
- Update on Dog Tethering Ordinance Discussion/Action - Possible Executive Session
- Update on Impact Fee Analysis Discussion/Action - Possible Executive Session
4. 10:45 a.m. **BREAK**
5. 11:00 a.m. Work Session
- Mass Gathering Ordinance - Discussion/Action

NEW BUSINESS

6. Ambulance Fee Exoneration Request - Sandy Tomalesky - Discussion/Action
7. Ambulance Fee Exoneration Request - Request for waiver of late fee - Jani Harper - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Review of Job Description of Deputy County Administrator - Discussion/Action
- Final Settlement Agreement, Thomas, et al. v. County Commission of Jefferson County, et al., Civil Action No. 3:13-CV-156 - Discussion/Action
- Final Settlement Agreement, Kilmer, et al. v. County Commission of Jefferson County, et al., Civil Action No. 3:13-CV-CV-95 - Discussion/Action
- Review of Life Insurance - Discussion/Action
- Space Needs - Discussion/Action

COUNTY COMMISSION REPORTS

8. **ADJOURN**

CORRESPONDENCE/INFORMATION

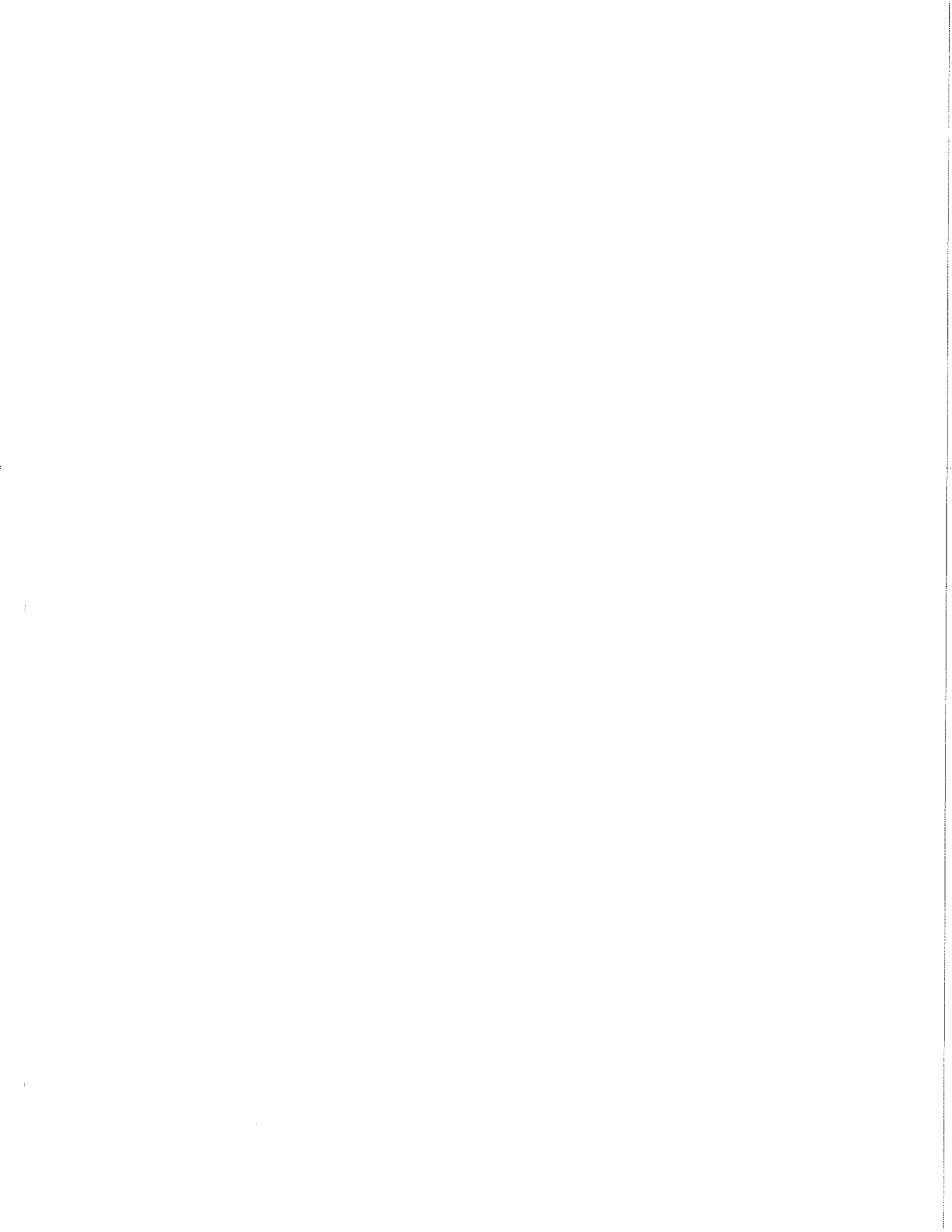
Press Release on New Payment Options for the Jefferson County Ambulance Service Fee.

WV Lottery Weekly Settlement for Charles Town - week ending April 25, 2015.

2015 Jefferson County Levy Rate Sheet

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.

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 354,734.32		\$ 354,734.32
6.2% Tax Payable OASDI	\$ 21,146.41		\$ 21,146.41
1.45% Tax Payable HI	\$ 4,945.50		\$ 4,945.50
Fed Withholding	\$ 39,473.81		\$ 39,473.81
WV State Withholding	\$ 14,919.93		\$ 14,919.93
PERS Retirement Deduct	\$ 12,532.10		\$ 12,532.10
Hosp. Pre-Tax	\$ 10,986.00		\$ 10,986.00
Cancer/ICU Pre-Taxed	\$ 1,253.35		\$ 1,253.35
Cancer/ICU Not Pre-Taxed	\$ 904.31		\$ 904.31
Optional Life Not Pre-Taxed	\$ 518.60		\$ 518.60
Christmas Club	\$ 5,720.00		\$ 5,720.00
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%	\$ 4,991.02		\$ 4,991.02
457 - Nationwide	\$ 749.00		\$ 749.00
457I - ING	\$ 3,040.00		\$ 3,040.00
MD State Tax	\$ 361.92		\$ 361.92
D/VF	\$ 1,423.69		\$ 1,423.69
VA. State Tax	\$ 41.79		\$ 41.79
COLONIAL(PLUS)	\$ 258.09		\$ 258.09
Total Deductions	\$ 125,055.30	\$ -	\$ 125,055.30
Net Wages Total	\$ 229,679.02	\$ -	\$ 229,679.02
Payroll Dated	7-May-2015		



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angie Banks, Assessor

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

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 7, 2015**

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*):

 **Certificates signed for the Real Estate and Personal Property Books**

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.

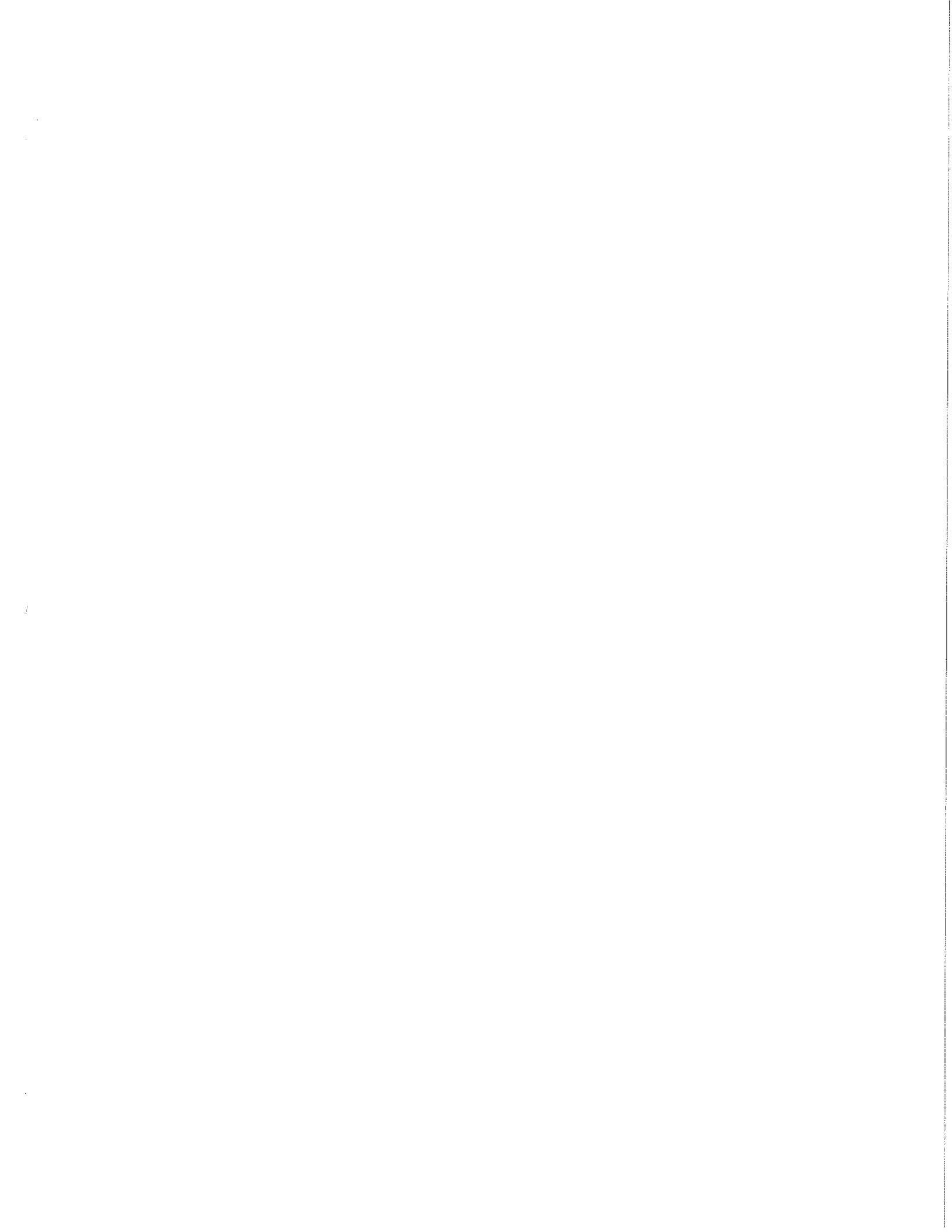
Telephone for conference call Y/N Click here to enter text.

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.



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: *Mrs. Louise Kernan*

Department or Organization: *Jefferson Co. CEOS*

Estimation of amount of time needed for appointment: *5 to 10 minutes*

Date Requested – 1st Choice: *May 7, 2015*
If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (Wording to be placed on agenda): *Jefferson County Commission proclaim May 17-23 as Community Education Outreach Service Week, sign and allow picture to be placed in paper*

Please provide the County Commission with a description of your request or presentation, including any background information:
Celebration of WVCEOS 100 year in 2015

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: *Mrs. Louise Kernan*
Email address: Phone Number: *304-728-2216*

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Proclamation



Whereas, The West Virginia Community Educational Outreach Service (CEOS) and Jefferson County CEOS are volunteers with a Mission to broaden **SERVICE** in our **COMMUNITY**, continue our lifelong **EDUCATIONAL** learning to strengthen individuals and families and provide an **OUTREACH** for leadership.

Whereas, The WVCEOS is celebrating their 100th year in 2015.

Whereas, In partnership with West Virginia University Extension Service, we pledge that our Purpose of Education will assist us to be productive contributors to meet the needs of a changing and diverse society.

Whereas, For their significant service and contributions to the well being of family and community

Be It Known that the Jefferson County Commission hereby proclaims May 17 - 23 as

Community Educational Outreach Service Week

IN WITNESS WHEREOF, Given under our Hand and Seal.

Jane Tabb
President
Jefferson County Commission

April 20, 2015

Dear Jefferson County Commissioners,

The Jefferson County Community Educational Outreach Service, (CEOS), is asking to be put on your May 7, 2015 agenda. We are celebrating WVCEOS Week May 17-23, and May 7 is a date sufficient for us to begin our publicity for the celebration. We are celebrating the 100th year this 2015.

Our organization will present to you the Proclamation we hope you will read and sign. We would like to have a picture of your signing and hopefully, to be published in the local papers.

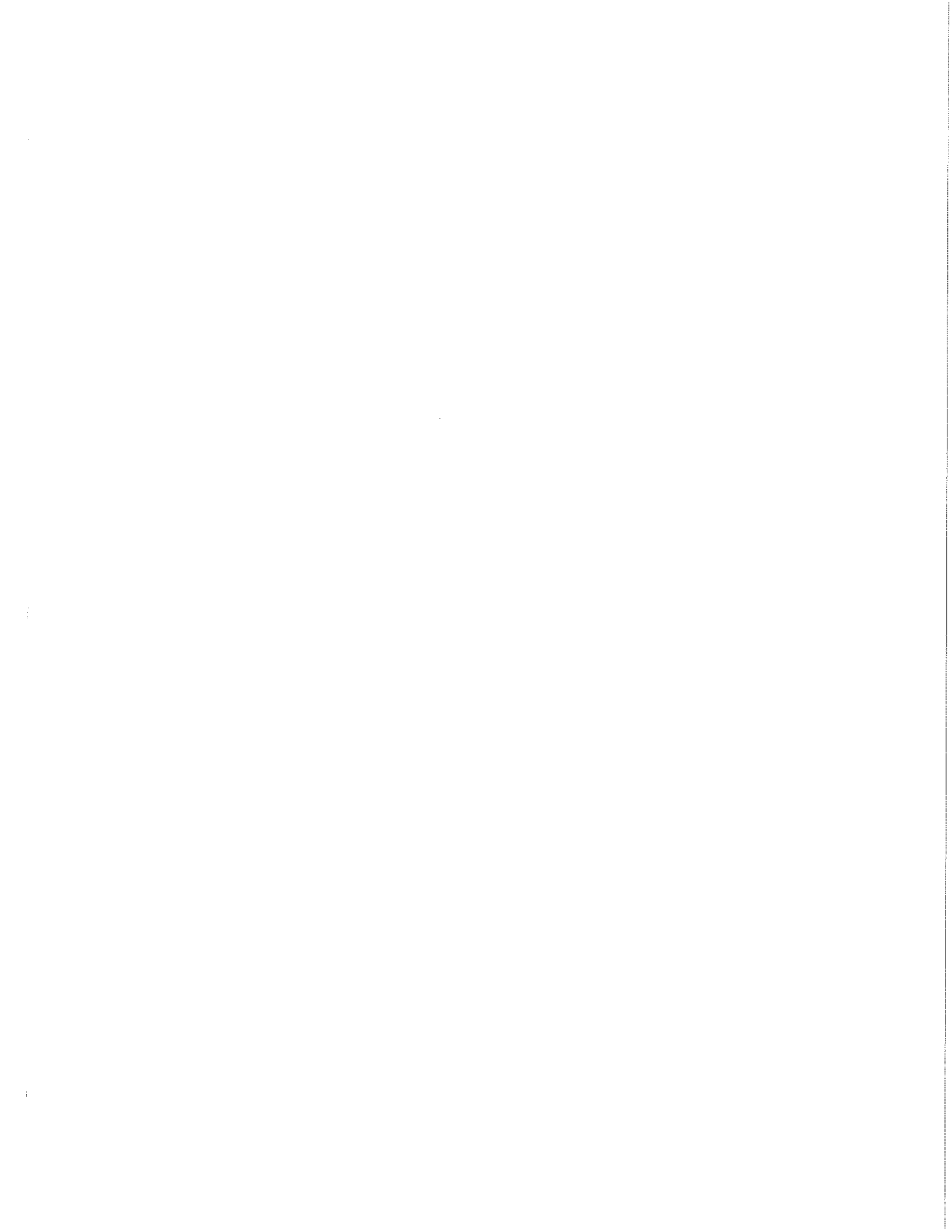
If our request is approved, I would like for you to call me, (Louise Kernan) at 304-728-2216 and also mail the information to the address below.

Mrs. Louise Kernan 434 Bedford Drive Charles Town, WV

Thank you for considering our request. If you need more information please let me know.

Sincerely, Mrs. Louise Kernan

Mrs. Louise Kernan



Commission Office Use Only

Date on Agenda:

Appx Time or New Business:

AGENDA REQUEST FORM

Name: Nathan Cochran

Department or Entity: Civil Division - Prosecutors Office

Estimation of amount of time needed for appointment: 30 min.

Date Requested -- 1st Choice: May 7

Date Requested -- 2nd Choice: _____

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

Subject: Update on 4 items: (All items may require Executive Session)
① ESA Ordinance Amendment
② Review of MOU/Lease of Board of Health Facility
③ Update on dog tethering ordinance
④ Update on impact fee analysis

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

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

Motion to approve ESA Ordinance Amendment presented with only minor changes.

Attachments:

AN ORDINANCE TO DISSOLVE AND RECONSTITUTE
THE JEFFERSON COUNTY
EMERGENCY SERVICES AGENCY

WHEREAS, by Ordinance dated September 7, 1995 the Jefferson County Commission created the Jefferson County Ambulance Authority pursuant to Chapter Seven, Article Fifteen, Section One, et. seq. of the Code of West Virginia, as amended, which statute is also known as the “Emergency Ambulance Service Act of 1975”; and

WHEREAS, on March 27, 2008 the Commission adopted a technical correction amendment conforming the name of the agency to the Jefferson County Ambulance Authority (JCAA) to conform the name of the agency with common convention and usage; and

WHEREAS, this agency has operated successfully and continuously over the intervening years; and

WHEREAS, the Commission recognized the need to augment the paid JCAA ambulance service with paid fire service to meet the current and future needs of the citizens of Jefferson County; and

WHEREAS, the West Virginia legislature has recognized those needs by adopting Senate Bill 224 during the 2008 legislative session authorizing the Commission to create a joint emergency services agency providing both ambulance and fire services;

WHEREAS, in 2008 the Jefferson County Commission created a joint Emergency Services Agency but did not enact an Ambulance Fee nor a Fire Fee as permitted by West Virginia Code, but funded both services out of general revenue of the County;

WHEREAS, in 2014, the Jefferson County budget cannot continue to support the Agency from general revenue;

WHEREAS, at this time budget considerations require the consideration of an Ambulance Fee upon users of emergency ambulance services;

WHEREAS the current Emergency Services Agency Board composition is cumbersome and less suitable to the changed economic conditions and needs to be reconstituted to handle the future needs of Jefferson County, especially in light of the potential need to handle separate ambulance and fire fees;

NOW THEREFORE, be it enacted and ordained by the Jefferson County Commission as follows:

Section 1. Dissolution of the current Jefferson County Emergency Services Agency and Creation of a new Jefferson County Emergency Services Agency

- 1) The current Jefferson County Emergency Services Agency (created in 2008) and its Board shall be dissolved and shall cease to exist and operate as of the date of creation of the successor Agency and the appointment of a new Board. Existing debt obligations, assets and property owned by the current Emergency Services Agency shall be transferred to the new Agency. All employees employed at the time of the adoption of this ordinance will become employees of the new Agency and shall receive the same or comparable salary and benefits unless the Board deems a modification in employment, salary, benefits, or job classification is warranted.
- 2) Effective upon the dissolution of the prior Agency and Board, Pursuant to S.B. 224, Ch. 234, Acts, Reg. Sess. (W.Va. 2008), the new Jefferson County Emergency Services Agency (hereinafter referred to as “the Agency”), a public corporation, is hereby created and reconstituted. The Agency shall be a joint emergency services agency authorized to provide ambulance and emergency medical services and improve fire protection services in the incorporated and unincorporated areas of Jefferson County. Dissolution of the current Jefferson County Emergency Service Agency Board shall not be effective until the County Commission appoints a new Board pursuant to the provisions of this Ordinance.

Section 2. Powers

- 1) The Agency shall possess all the powers, rights and responsibilities conferred by the State of West Virginia upon emergency ambulance service authorities, county fire associations and county fire boards that are not otherwise inconsistent with state law or this ordinance, including, but not limited to:
 - (a) The management and control of the operations, business and affairs of the Agency, including hiring and firing employees of the Agency;
 - (b) Preparing Budgets and financial statements as required in Section 6 herein;
 - (c) Billing and collecting the costs of fire protection and ambulance services the Agency provides to members of the public as stated in Section 6 (i) and (j) herein;
 - (d) Spending and distributing funds within its budget as the Agency determines best to provide for most effective and efficient provision of emergency ambulance and fire protection services to businesses and residents of Jefferson County, West Virginia.
 - (e) The ability to contract services and/or enter into mutual aid agreements with volunteer fire companies.

- (f) The Agency shall consult with existing fire departments, with the Jefferson County E911 Center, with the West Virginia Office of Emergency Medical Services, State Fire Marshall and with other appropriate Agencies and Officials to establish policies for the orderly dispatch of all emergency ambulance and fire protections services in Jefferson County.
 - (g) In the event an Ambulance Fee and/or a Fire Fee is imposed by the County Commission, the County Commission shall have the sole authority to set the rate of said fee(s). The Agency shall submit any and all information required by the County Commission for that body to periodically review the appropriate level of said fee(s) to cover the reasonable and actual costs of the provision of the emergency services for which said fees are instituted.
- 2) To the extent a conflict exists between the powers, rights and responsibilities conferred by the State of West Virginia upon emergency ambulance service authorities and those conferred upon county fire associations and county fire boards, the Agency shall be deemed to possess the broader of the two powers.

Section 3. Joint Emergency Services Board

- 1) The prior Jefferson County Emergency Services Board being abolished as set forth in Section 1, There is hereby created a new Joint Emergency Services Board which has full lawful authority to oversee, manage and control the Jefferson County Emergency Services Agency.
- 2) The new Joint Emergency Services Board (the "Board") shall consist of six voting and two non-voting members, all of whom are appointed by the County Commission, and who are citizens of the United States, registered voters in and official residents of Jefferson County, constituted as follows:
 - a) One member of the Jefferson County Commission (who shall only be eligible to serve on the Board so long as he/she remain a member of the County Commission);
 - b) One representative of the emergency medical services community in Jefferson County; selected from three nominees submitted by the Fire and Rescue Association

- c) One representative of the fire protection services community in Jefferson County selected from three nominees submitted by the Fire and Rescue Association;
- d) Three citizen members of the board;
- e) The President of the Fire & Rescue Association shall be a non-voting Board member.
- f) The Medical Director who is employed by the Agency shall be a non-voting Board member.
- g) No citizen member of the Board may provide fire service or emergency ambulance service in Jefferson County. Nor may any member of the Board have any immediate family member who provides fire service or emergency ambulance service in Jefferson County.
- h) No member of the Board, nor their immediate family member, shall have any interest in any firm, partnership, corporation association engaged in the business of providing ambulance or fire services, nor in the manufacture, sale or lease of ambulance or fire equipment of facilities. For purposes of this ordinance, immediate family member shall mean a spouse or other person with whom a member is living as husband and wife and any child or children, grandchild or grandchildren and parent or parents.
- i) Employees of the Agency are not eligible to serve as members of the Board, with the exception of the Medical Director.
- j) Four voting members of the Board constitute a Quorum;
- k) After appointment, each member shall take an oath of office before they may serve.
- l) The initial members will serve staggered terms. Two of citizen members' initial terms shall expire on June 30th, 2015. The third citizen member's initial term shall expire on June 30th, 2016. The County Commissioner shall be appointed each January at the organization meeting of the Commission. The initial terms of the appointee from the emergency medical services community and of the appointee from the fire protection services community shall expire on June 30th, 2016.
- m) After the expiration of the initial staggered terms in item "k" above, every position on the Board shall have a three-year term, with the exception of the County Commission member.

- n) Notwithstanding the limitation on length and number of successive terms, Board Members whose terms have expired shall continue to serve until their successors have been appointed and sworn in.
- o) In the event of a vacancy on the Board, the County Commission shall appoint a replacement member to serve for the amount of time remaining in the now-vacant term. The replacement shall be from the same category of member as the person being replaced.
- p) The Board shall serve without compensation, but may, with prior approval of the Board, be reimbursed for all reasonable and necessary expenses actually incurred in the discharge of their duties. The members shall submit a written verified request for reimbursement at least quarterly and at least five days before a regularly scheduled meeting. Any expense not submitted within 180 days of being incurred may not be reimbursed.
- q) Annually the Board shall elect one of its appointed members as chairman, another as vice chairman, and another as treasurer, and shall appoint a secretary.
- r) Board members are limited to two consecutive terms.

Section 4. Bylaws and Standards of Operation

- 1) The Bylaws for governance of the Agency shall be submitted to, and approved by, the Jefferson County Commission.
- 2) The County Commission shall retain continuing jurisdiction with respect to amendment and adoption of such Bylaws.
- 3) The Board and Agency shall comply with the requirements of the West Virginia Ethics Act and the WV Open Meetings Act and shall attend training on the same within 90 days of their appointment.

Section 5. Borrowing Money

Neither the Agency nor its Board may borrow money, pledge assets as security, issue and sell revenue bonds or otherwise encumber assets or income of the Agency without the advanced formal approval of the County Commission. Any funding or fund raising, other than by donation or grants, shall require the advanced approval of the County Commission.

Section 6. Fiscal Year and Required Accounts

- (a) The fiscal year for the Agency shall commence on July 1.
- (b) Each year hereafter, the Board shall provide to the County Commission an audited financial statement of the Agency showing income and expenditures from the past fiscal year, including the actual costs associated with providing emergency services broken down by type of service provided, agency which provided said services, fund collected from every source and all other income and outlets of the Agency. The report shall be published as a Class 1 legal advertisement in a newspaper with circulation in Jefferson County.
- (c) The Agency shall make a quarterly written report to the County Commission containing an itemized statement of the receipts and expenditures of the Agency.
- (d) The Board shall provide to the County Commission, on the date directed by the County Administrator, a formal written budget request for the Agency for the fiscal year beginning July 1, of said year. The Board shall conduct a Public Hearing with notice with a Class 1 legal advertisement of meeting in a newspaper with circulation in Jefferson County.
- (e) In the event that an Emergency Ambulance Fee is instituted, the Board shall keep the funds from said fee segregated from the general funds of the Agency. Said funds shall only be used to pay the reasonable and necessary expenses actually incurred to provide emergency ambulance service to the residents of Jefferson County and to cover the reasonable and actual operation of the Agency required to provide said services. The Agency, as part of the annual financial statement and annual budget request shall show a separate accounting of income and expenditure associated with said fee.
- (f) In the event that an Emergency Fire Fee is instituted the Board shall keep the funds from said fee segregated from the general funds of the Agency. Said funds shall only be used to pay the reasonable and necessary expenses actually incurred to provide emergency fire service to the residents of Jefferson County and to cover the reasonable and actual operation of the Agency required to provide said services. The Agency, as part of the annual financial statement and budget request, shall show a separate accounting of income and expenditure associated with said fee.
- (g) The Board shall only allocate funds to emergency ambulance service and fire protection providers based on their ability to serve demonstrated public need for emergency ambulance and fire protection services and based upon the actual and reasonable cost of providing said services.

- (h) To properly account for the expenditure of public funds and to most effectively target public funding, the Agency shall fully account for expenditures and revenue generated by public expenditures.
- (i) In addition to the special emergency ambulance service fee imposed by the County Commission, the Agency may bill as permitted by law for ambulance services provided to a patient treated or transported to a hospital.
- (j) The Agency may bill and collect the actual and reasonable costs of fire protection services the Agency provides directly to members of the public. For residents and businesses of Jefferson County that have paid the applicable Fire Fee, the Agency may only collect to the extent that insurance, private or public, will reimburse providers of such services, e.g., in the event of an emergency fire call, the Agency shall bill and collect for the cost of such fire protection services but only to the extent provided has insurance coverage. In any event, the charge for fire protection services shall not exceed \$500 or the amount covered by insurance whichever is less.
- (k) The Agency shall require a written financial accounting from every person, agency, association, corporation or business which provides emergency ambulance services or fire protection services (a "recipient") which receives assets, money, resources or services of any kind, including but not limited to provision of paramedics, EMTs or other personnel, (all considered "funds") from the Agency. Said accounting shall be provided periodically, as the Agency shall direct, and shall be a verified written financial statement of the recipient's total operations including an accounting for the use of all funds provided to the recipient by the Agency.
- (l) As often as required by the Agency but not less than annually, recipients of Agency funds will provide to the Agency a verified written accounting of any agency provided funds and any revenue derived from said funds.
- (m) If a recipient fails to provide any verified written account as directed by the Agency, the Agency shall stop funding allocations to the recipient until the recipient provides the required accounts.
- (n) Any purchase of or contract for supplies, equipment and materials for the Agency or for the construction, or improvement of facilities of the Agency which exceeds the sum of \$10,000.00 (Ten Thousand Dollars) shall be based upon competitive sealed bids obtained by public notice published as a Class II legal advertisement within Jefferson County as required by WV Code §7-15-16 or as otherwise required by law.

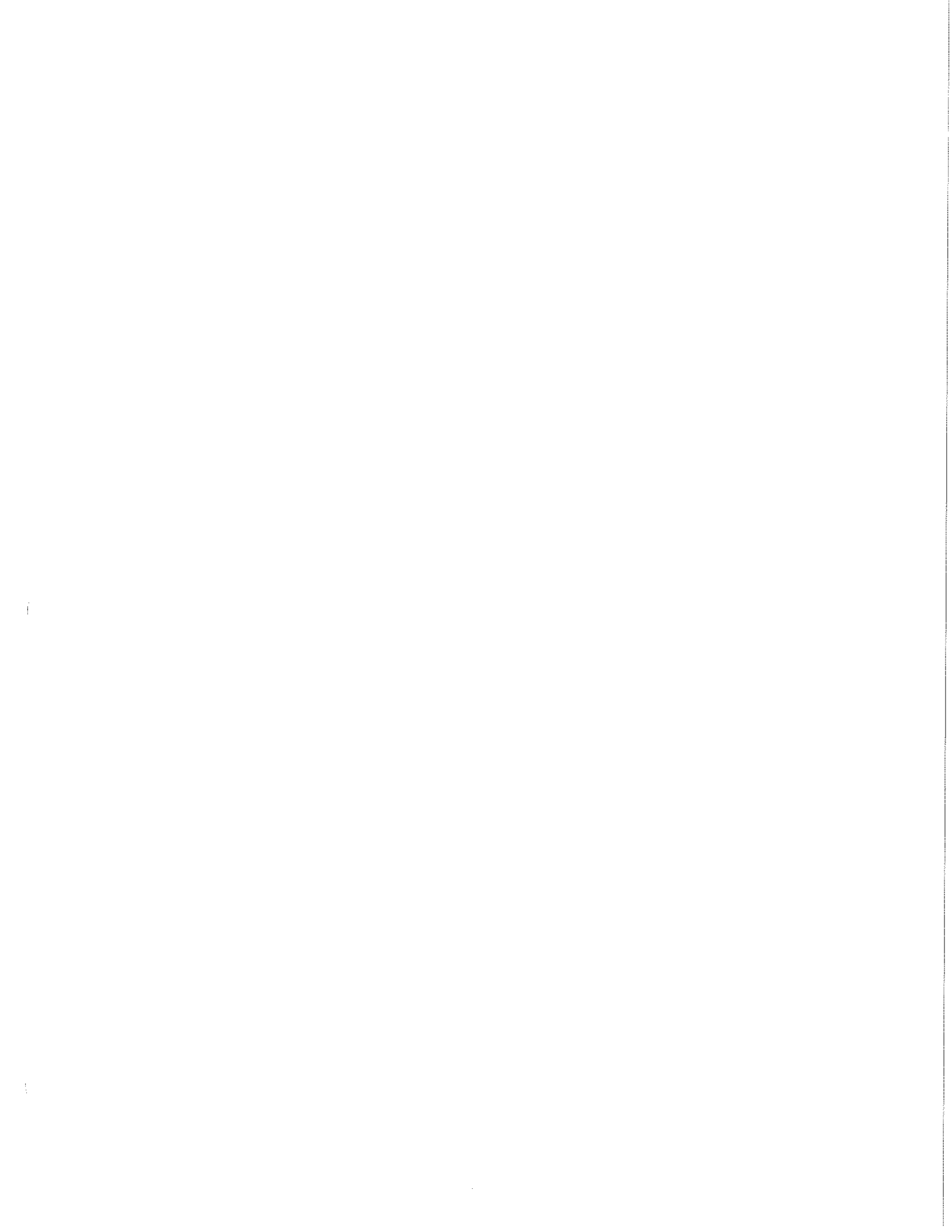
Section 7. Severability and Construction

- 1) The provisions of this ordinance shall be liberally construed to effectively carry on its purposes in the interest of promoting and protecting the public health, safety and welfare.
- 2) If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions of this Ordinance nor impair or nullify the remainder of this Ordinance, which shall continue in full force and effect.

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

Given under my hand and seal this ____ day of _____, 20__.

Jane M. Tabb, President



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Jane Tabb, Commissioner**

Department or Organization: County Commission

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 7, 2015**

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*): **Work Session – Mass Gathering Ordinance**

Please provide the County Commission with a description of your request or presentation, including any background information:
Review of what has been done regarding the Mass Gathering Ordinance, staff suggestions, and in 2 weeks come up with possible changes and public hearing and then vote.....

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.

County Commission Public Hearing 10-01-14
ZTA 14-02 Mass Event/Seasonal Use Text Amendment

	COMMENT	County Commission Direction
1	<ul style="list-style-type: none"> • Consider Washington State’s provision regarding Outdoor Music Festivals <ul style="list-style-type: none"> ○ Grant County, Washington – Sasquatch Festival; 140 Ac 27,000 max attendees ○ due to size of facility (being expanded); ○ [Note: takes place in the Gorge Amphitheatre, a 20,000-seat concert venue located above the Columbia River Gorge in George, Washington] ○ 14’ roads, no shoulders – gave example from Washington State Law ○ Stated that draft inadequately addresses traffic issues Grant Co, WA requires: written confirmation from approving authority? ○ Not less than 20% commissioned police officers or deputy sheriffs (1/200 for crowd control – 1/1000 commissioned officer) • Recommends addressing traffic safety matters in the proposed amendment. 	<ul style="list-style-type: none"> •
2	<p>Expressed concerns re: public health as Chair, Board of Health</p> <ul style="list-style-type: none"> • Issues are population based: <ul style="list-style-type: none"> ○ Board of Health needs to know number of attendees with maximum upper limit to ensure that water, sewage, and camping is adequate ○ Also concerned with length of event as the BOH needs to be able to meet daily needs in addition the proposed event ○ Currently staffed with 3 of 4 sanitarian positions – sanitarians are difficult to find • Locations for such events impacts public health <ul style="list-style-type: none"> ○ Currently largest events in County are the demolition derbies at the Fair Grounds; the Fair; and the Arts and Crafts Festival – all occur on properties with some permanent facilities and for defined shorter time periods 	
3	<ul style="list-style-type: none"> • Shepherdstown Street Fest (annual one day festival) totaled 7,500 attendees in 2014 • Encourages ordinance to stay flexible vs absolutes (harder to deal with) • Encourages CC to pay attention to what PC has done. County does need an ordinance and agrees with most of what PC has proposed 	

4	<ul style="list-style-type: none"> • Referenced letter from Barbara Byrd, Clarke County Commission regarding the All Good Festival dated 09/19/14 • Referenced the Transylvania, South Carolina Ordinance • Opposed to a 3 a.m. sound curfew • Recommends repealing Seasonal Use provisions as stop gap • Bittenger vs. Bolivar said Building Permits could be issued separately from Zoning 	•
5	<ul style="list-style-type: none"> • In favor of the safety aspect of the ordinance • Would like to use the farm one week per year to sustain the farm and give the County the greenspace. • Agricultural uses for every \$1 in taxes, gets 5 cents • Community uses for every 45 cents in taxes, get \$1.00 back 	•
6	<ul style="list-style-type: none"> • Agriculture community existed centuries without much help (built roads, etc.) • If farm doesn't survive, it could be developed with 1000 + homes with cars & traffic. 	•
7	<ul style="list-style-type: none"> • If the festival meets a threshold, needs a team of people to be involved in an approval process from the Health Department, EMS, Law Enforcement, Division of Highways, etc. • Recommended implementing a team of experts to review each event 	•
8	<ul style="list-style-type: none"> • Generally supports the creation of Mass Gathering Regulations. Recommends that the regulations encourage larger events to sprout from or to bring their business to Jefferson County. • Maintain the allowance for variances within the ordinance; make determinations on a case-by-case basis. • Make regulations flexible. 	•
9	<ul style="list-style-type: none"> • Given the type of regulations for Mass Events, it would be more appropriate for the application to be heard in front of the Planning Commission rather than the Board of Zoning Appeals. 	
	<ul style="list-style-type: none"> • Day should be defined as noon to noon or 10:00 a.m. to 10:00 a.m. as opposed to midnight to midnight. With the current definition, almost half a day is lost for a multi-day event. 	
	<ul style="list-style-type: none"> • Add the caveat to Section 8.16.A.2: "unless the person signing is the manager or has the legal authority to sign for all Owners" 	
	<ul style="list-style-type: none"> • Reduce bond amount by 50% if a separate agreement to cover cost is signed with Sheriff. 	

	<ul style="list-style-type: none"> • Section 8.16.A.5: Change noticing requirements to reflect "all properties within 1,000 feet of the mass event property"; or "All land owners who front the primary access routes where queuing may occur within 1 mile of the property." 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Section 8.16.A.6.a Private contracts between non-governmental agencies should not have to be submitted as part of the public record. They are proprietary. It is premature to expect contracts between non-governmental agencies to be finalized by the public hearing. Suggests: address public and private entities in separate sections. Provide copies of the application to agencies and formalize agreements 30 days prior to the event. • Suggests that the applicant submit in writing to the County the name of a licensed garbage removal company and towing company 30 days prior to the event. 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Section 8.16.A.6.b Required permits and/or agreement must be submitted 30 days prior to the event. 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Section 8.16.6.c - Recommends deleting this paragraph. 	
	<ul style="list-style-type: none"> • Section 8.16.8 - Clarify what is the event fee 	
	<ul style="list-style-type: none"> • Section 8.16.B.1 Change to "show all structures within 50' of the property line and all residential structures within 500' of the property line." 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Section 8.16.B.4 All setbacks should be 50' from any property line and the noted distance from a residential structure. 	<ul style="list-style-type: none"> •
	<ul style="list-style-type: none"> • Section 8.16.B.4.d - Change to "residential structures" 	
	<ul style="list-style-type: none"> • Section 8.16.B.5 Change length of time for the event to seven (7) days. Examples: Boy Scout retreat, renaissance festival, or similar function. Last day of an event lasting more than four days would be restricted to departure activities only. 	<ul style="list-style-type: none"> •

10	Recommends a maximum number of participants. There should be a magnitude upper limit and a duration upper limit accepted by the organizer before County approval.	
	Recommends requiring a new application for each event, each year with a new impact assessment and BZA public hearing.	
	Recommends requiring monitoring and reporting noise levels at the edge of the event.	
	<ul style="list-style-type: none"> • Recommends organizing a team of personnel made up of personnel from the various Jefferson County Departments to determine if the departments have readily available personnel to handle a particular event. <ul style="list-style-type: none"> ○ Where are limits on size of event? ○ Who assesses impact on adjoining neighbors? ○ Who reassesses if number of attendees increases? ○ Who assesses capacity of acres, etc. of proposed property? 	•
11	<ul style="list-style-type: none"> • Concerns for potential traffic safety issues that would result from a mass event. 	
12	<ul style="list-style-type: none"> • Comments in opposition of the All Good Festival were also received (see attached) 	

Chapter 70.108 RCW
OUTDOOR MUSIC FESTIVALS

Christy Huddle

RCW Sections

- 70.108.010 Legislative declaration.
- 70.108.020 Definitions.
- 70.108.030 Permits -- Required -- Compliance with rules and regulations.
- 70.108.040 Application for permit -- Contents -- Filing.
- 70.108.050 Approval or denial of permit -- Corrections -- Procedure -- Judicial review.
- 70.108.060 Reimbursement of expenses incurred in reviewing request.
- 70.108.070 Cash deposit -- Surety bond -- Insurance.
- 70.108.080 Revocation of permits.
- 70.108.090 Drugs prohibited.
- 70.108.100 Proximity to schools, churches, homes.
- 70.108.110 Age of patrons.
- 70.108.120 Permits -- Posting -- Transferability.
- 70.108.130 Penalty.
- 70.108.140 Inspection of books and records.
- 70.108.150 Firearms -- Penalty.
- 70.108.160 Preparations -- Completion requirements.
- 70.108.170 Local regulations and ordinances not precluded.

Notes:

Reviser's note: Throughout chapter 70.108 RCW the references to "this act" have been changed to "this chapter." "This act" [1971 ex.s. c 302] consists of this chapter, the 1971 amendments to RCW 9.40.110-9.40.130, 9.41.010, 9.41.070, 26.44.050, 70.74.135, 70.74.270, 70.74.280, and the enactment of RCW 9.27.015 and 9.91.110.

70.108.010

Legislative declaration.

The legislature hereby declares it to be the public interest, and for the protection of the health, welfare and property of the residents of the state of Washington to provide for the orderly and lawful conduct of outdoor music festivals by assuring that proper sanitary, health, fire, safety, and police measures are provided and maintained. This invocation of the police power is prompted by and based upon prior experience with outdoor music festivals where the enforcement of the existing laws and regulations on dangerous and narcotic drugs, indecent exposure, intoxicating liquor, and sanitation has been rendered most difficult by the flagrant violations thereof by a large number of festival patrons.

1971 ex.s. c 302 § 19.]

Notes:

Severability -- 1971 ex.s. c 302: See note following RCW 9.41.010.

70.108.020

Definitions.

For the purposes of this chapter the following words and phrases shall have the indicated meanings:

(1) "Applicant" means the promoter who has the right of control of the conduct of an outdoor music festival who applies to the appropriate legislative authority for a license to hold an outdoor music festival.

(2) "Issuing authority" means the legislative body of the local governmental unit where the site for an outdoor music festival is located.

(3) "Outdoor music festival" or "music festival" or "festival" means an assembly of persons gathered primarily for outdoor, live or recorded musical entertainment, where the predicted attendance is two thousand persons or more and where the duration of the program is five hours or longer; PROVIDED, That this definition shall not be applied to any regularly established permanent place of worship, stadium, athletic field, arena, auditorium, coliseum, or other similar permanently established places of assembly for assemblies which do not exceed by more than two hundred fifty people the maximum seating capacity of the structure where the assembly is held; PROVIDED, FURTHER, That this definition shall not apply to government sponsored fairs held on regularly established fairgrounds nor to assemblies required to be licensed under other laws or regulations of the state.

(4) "Participate" means to knowingly provide or deliver to the festival site supplies, materials, food, lumber, beverages, sound equipment, generators, or musical entertainment and/or to attend a music festival. A person shall be presumed to have knowingly provided as that phrase is used herein after he or she has been served with a court order.

(5) "Promoter" means any person or other legal entity issued a permit to conduct an outdoor music festival.

[2012 c 117 § 421; 1971 ex.s. c 302 § 21.]

Notes:

Reviser's note: The definitions in this section have been alphabetized pursuant to RCW 1.08.015(2) (k).

70.108.030

Permits -- Required -- Compliance with rules and regulations.

No person or other legal entity shall knowingly allow, conduct, hold, maintain, cause to be advertised or permit an outdoor music festival unless a valid permit has been obtained from the issuing authority for the operation of such music festival as provided for by this chapter. One such permit shall be required for each outdoor music festival. A permit may be granted for a period not to exceed sixteen consecutive days and a festival may be operated during any or all of the days within such period. Any person, persons, partnership, corporation, association, society, fraternal or social organization, failing to comply with the rules, regulations or conditions contained in this chapter shall be subject to the appropriate penalties as prescribed by this chapter.

[1971 ex.s. c 302 § 22.]

70.108.040

Application for permit — Contents — Filing.

Application for an outdoor music festival permit shall be in writing and filed with the clerk of the issuing authority wherein the festival is to be held. Said application shall be filed not less than ninety days prior to the first scheduled day of the festival and shall be accompanied with a permit fee in the amount of two thousand five hundred dollars. Said application shall include:

(1) The name of the person or other legal entity on behalf of whom said application is made: PROVIDED, That a natural person applying for such permit shall be eighteen years of age or older;

(2) A financial statement of the applicant;

(3) The nature of the business organization of the applicant;

(4) Names and addresses of all individuals or other entities having a ten percent or more proprietary interest in the festival;

(5) The principal place of business of applicant;

(6) A legal description of the land to be occupied, the name and address of the owner thereof, together with a document showing the consent of said owner to the issuance of a permit, if the land be owned by a person other than the applicant;

(7) The scheduled performances and program;

(8) Written confirmation from the local health officer that he or she has reviewed and approved plans for site and development in accordance with rules, regulations and standards adopted by the state board of health. Such rules and regulations shall include criteria as to the following and such other matters as the state board of health deems necessary to protect the public's health:

(a) Submission of plans

(b) Site

(c) Water supply

Walkers from
camping
(don't check
every vehicle)

George 170 acres

Conditional use permit

- (d) Sewage disposal
- (e) Food preparation facilities
- (f) Toilet facilities
- (g) Solid waste
- (h) Insect and rodent control
- (i) Shelter
- (j) Dust control
- (k) Lighting
- (l) Emergency medical facilities
- (m) Emergency air evacuation
- (n) Attendant physicians
- (o) Communication systems

no shoulder, 14' travel way
provide map to residents & how
to avoid

4 day Thurs - Tues

Licensed security company

14 lanes, foot traffic

(9) A written confirmation from the appropriate law enforcement agency from the area where the outdoor music festival is to take place, showing that traffic control and crowd protection policing have been contracted for or otherwise provided by the applicant meeting the following conditions:

- (a) One person for each two hundred persons reasonably expected to be in attendance at any time during the event for purposes of traffic and crowd control.
- (b) The names and addresses of all traffic and crowd control personnel shall be provided to the appropriate law enforcement authority: PROVIDED, That not less than twenty percent of the traffic and crowd control personnel shall be commissioned police officers or deputy sheriffs: PROVIDED FURTHER, That on and after February 25, 1972 any commissioned police officer or deputy sheriff who is employed and compensated by the promoter of an outdoor music festival shall not be eligible and shall not receive any benefits whatsoever from any public pension or disability plan of which he or she is a member for the time he is so employed or for any injuries received during the course of such employment.
- (c) During the hours that the festival site shall be open to the public there shall be at least one regularly commissioned police officer employed by the jurisdiction wherein the festival site is located for every one thousand persons in attendance and said officer shall be on duty within the confines of the actual outdoor music festival site.
- (d) All law enforcement personnel shall be charged with enforcing the provisions of this chapter and all existing statutes, ordinances and regulations.

(10) A written confirmation from the appropriate law enforcement authority that sufficient access roads are available for ingress and egress to the parking areas of the outdoor music festival site and that parking

emergency vehicles
12 hrs.
270 vehicles
Page 41
/mil

areas are available on the actual site of the festival or immediately adjacent thereto which are capable of accommodating one auto for every four persons in estimated attendance at the outdoor music festival site.

(11) A written confirmation from the department of natural resources, where applicable, and the chief of the Washington state patrol, through the director of fire protection, that all fire prevention requirements have been complied with.

(12) A written statement of the applicant that all state and local law enforcement officers, fire control officers and other necessary governmental personnel shall have free access to the site of the outdoor music festival.

(13) A statement that the applicant will abide by the provisions of this chapter.

(14) The verification of the applicant warranting the truth of the matters set forth in the application to the best of the applicant's knowledge, under the penalty of perjury.

[1995 c 369 § 59; 1986 c 266 § 120; 1972 ex.s. c 123 § 1; 1971 ex.s. c 302 § 23.]

Notes:

Effective date -- 1995 c 369: See note following RCW 43.43.930.

Severability -- 1986 c 266: See note following RCW 38.52.005.

70.108.050

Approval or denial of permit — Corrections — Procedure — Judicial review.

Within fifteen days after the filing of the application the issuing authority shall either approve or deny the permit to the applicant. Any denial shall set forth in detail the specific grounds therefor. The applicant shall have fifteen days after the receipt of such denial or such additional time as the issuing authority shall grant to correct the deficiencies set forth and the issuing authority shall within fifteen days after receipt of such corrections either approve or deny the permit. Any denial shall set forth in detail the specific grounds therefor.

After the applicant has filed corrections and the issuing authority has thereafter again denied the permit, the applicant may within five days after receipt of such second denial seek judicial review of such denial by filing a petition in the superior court for the county of the issuing authority. The review shall take precedence over all other civil actions and shall be conducted by the court without a jury. The court shall, upon request, hear oral argument and receive written briefs and shall either affirm the denial or order that the permit be issued. An applicant may not use any other procedure to obtain judicial review of a denial.

[1972 ex.s. c 123 § 2; 1971 ex.s. c 302 § 24.]

70.108.060

Reimbursement of expenses incurred in reviewing request.

Any local agency requested by an applicant to give written approval as required by RCW 70.108.040 may within fifteen days after the applicant has filed his or her application apply to the issuing authority for reimbursement of expenses reasonably incurred in reviewing such request. Upon a finding that such expenses were reasonably incurred, the issuing authority shall reimburse the local agency therefor from the funds of the permit fee. The issuing authority shall prior to the first scheduled date of the festival return to the applicant that portion of the permit fee remaining after all such reimbursements have been made.

[2012 c 117 § 422; 1971 ex.s. c 302 § 25.]

70.108.070

Cash deposit — Surety bond — Insurance.

After the application has been approved, the promoter shall deposit with the issuing authority, a cash deposit or surety bond. The bond or deposit shall be used to pay any costs or charges incurred to regulate health or to clean up afterwards outside the festival grounds or any extraordinary costs or charges incurred to regulate traffic or parking. The bond or other deposit shall be returned to the promoter when the issuing authority is satisfied that no claims for damage or loss will be made against said bond or deposit, or that the loss or damage claimed is less than the amount of the deposit, in which case the uncommitted balance thereof shall be returned: PROVIDED, That the bond or cash deposit or the uncommitted portion thereof shall be returned not later than thirty days after the last day of the festival.

In addition, the promoter shall be required to furnish evidence that he or she has in full force and effect a liability insurance policy in an amount of not less than one hundred thousand dollars bodily injury coverage per person covering any bodily injury negligently caused by any officer or employee of the festival while acting in the performance of his or her duties. The policy shall name the issuing authority of the permit as an additional named insured.

In addition, the promoter shall be required to furnish evidence that he or she has in full force and effect a one hundred thousand dollar liability property damage insurance policy covering any property damaged due to negligent failure by any officer or employee of the festival to carry out duties imposed by this chapter. The policy shall have the issuing authority of the permit as an additional named insured.

[2012 c 117 § 423; 1972 ex.s. c 123 § 3; 1971 ex.s. c 302 § 26.]

70.108.080

Revocation of permits.

Revocation of any permit granted pursuant to this chapter shall not preclude the imposition of penalties as provided for in this chapter and the laws of the state of Washington. Any permit granted pursuant to the provisions of this chapter to conduct a music festival shall be summarily revoked by the issuing authority when it finds that by reason of emergency the public peace, health, safety, morals or welfare can only be preserved and protected by such revocation.

Any permit granted pursuant to the provisions of this chapter to conduct a music festival may otherwise be revoked for any material violation of this chapter or the laws of the state of Washington after a hearing

held upon not less than three days notice served upon the promoter personally or by certified mail.

Every permit issued under the provisions of this chapter shall state that such permit is issued as a measure to protect and preserve the public peace, health, safety, morals and welfare, and that the right of the appropriate authority to revoke such permit is a consideration of its issuance.

[1971 ex.s. c 302 § 27.]

70.108.090

Drugs prohibited.

No person, persons, partnership, corporation, association, society, fraternal or social organization to whom a music festival permit has been granted shall, during the time an outdoor music festival is in operation, knowingly permit or allow any person to bring upon the premises of said music festival, any narcotic or dangerous drug as defined by chapters *69.33 or 69.40 RCW, or knowingly permit or allow narcotic or dangerous drug to be consumed on the premises, and no person shall take or carry onto said premises any narcotic or dangerous drug.

[1971 ex.s. c 302 § 28.]

Notes:

*Reviser's note: Chapter 69.33 RCW was repealed by 1971 ex.s. c 308 § 69.50.606.

70.108.100

Proximity to schools, churches, homes.

No music festival shall be operated in a location which is closer than one thousand yards from any schoolhouse or church, or five hundred yards from any house, residence or other human habitation unless waived by occupants.

[1971 ex.s. c 302 § 29.]

70.108.110

Age of patrons.

No person under the age of sixteen years shall be admitted to any outdoor music festival without the escort of his or her parents or legal guardian and proof of age shall be provided upon request.

[1971 ex.s. c 302 § 30.]

70.108.120

Permits — Posting — Transferability.

Any permit granted pursuant to this chapter shall be posted in a conspicuous place on the site of the outdoor music festival and such permit shall be not transferable or assignable without the consent of the issuing authority.

[1971 ex.s. c 302 § 31.]

70.108.130

Penalty.

(1) Except as otherwise provided in this section, any person who willfully fails to comply with the rules, regulations, and conditions set forth in this chapter or who aids or abets such a violation or failure to comply is guilty of a gross misdemeanor.

(2)(a) Except as provided in (b) of this subsection, violation of such a rule, regulation, or condition relating to traffic including parking, standing, stopping, and pedestrian offenses is a traffic infraction.

(b) Violation of such a rule, regulation, or condition equivalent to those provisions of Title 46 RCW set forth in RCW 46.63.020 is a misdemeanor.

[2003 c 53 § 359; 1979 ex.s. c 136 § 104; 1971 ex.s. c 302 § 32.]

Notes:

Intent -- Effective date -- 2003 c 53: See notes following RCW 2.48.180.

Effective date -- Severability -- 1979 ex.s. c 136: See notes following RCW 46.63.010.

70.108.140

Inspection of books and records.

The department of revenue shall be allowed to inspect the books and records of any outdoor music festival during the period of operation of the festival and after the festival has concluded for the purpose of determining whether or not the tax laws of this state are complied with.

[1972 ex.s. c 123 § 4.]

70.108.150

Firearms — Penalty.

It shall be unlawful for any person, except law enforcement officers, to carry, transport, or convey, or to have

in his or her possession or under his or her control any firearm while on the site of an outdoor music festival.

Any person violating the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred dollars and not more than two hundred dollars or by imprisonment in the county jail for not less than ten days and not more than ninety days or by both such fine and imprisonment.

[2012 c 117 § 424; 1972 ex.s. c 123 § 5.]

70.108.160

Preparations — Completion requirements.

All preparations required to be made by the provisions of this chapter on the music festival site shall be completed thirty days prior to the first day scheduled for the festival. Upon such date or such earlier date when all preparations have been completed, the promoter shall notify the issuing authority thereof, and the issuing authority shall make an inspection of the festival site to determine if such preparations are in reasonably full compliance with plans submitted pursuant to RCW 70.108.040. If a material violation exists the issuing authority shall move to revoke the music festival permit in the manner provided by RCW 70.108.080.

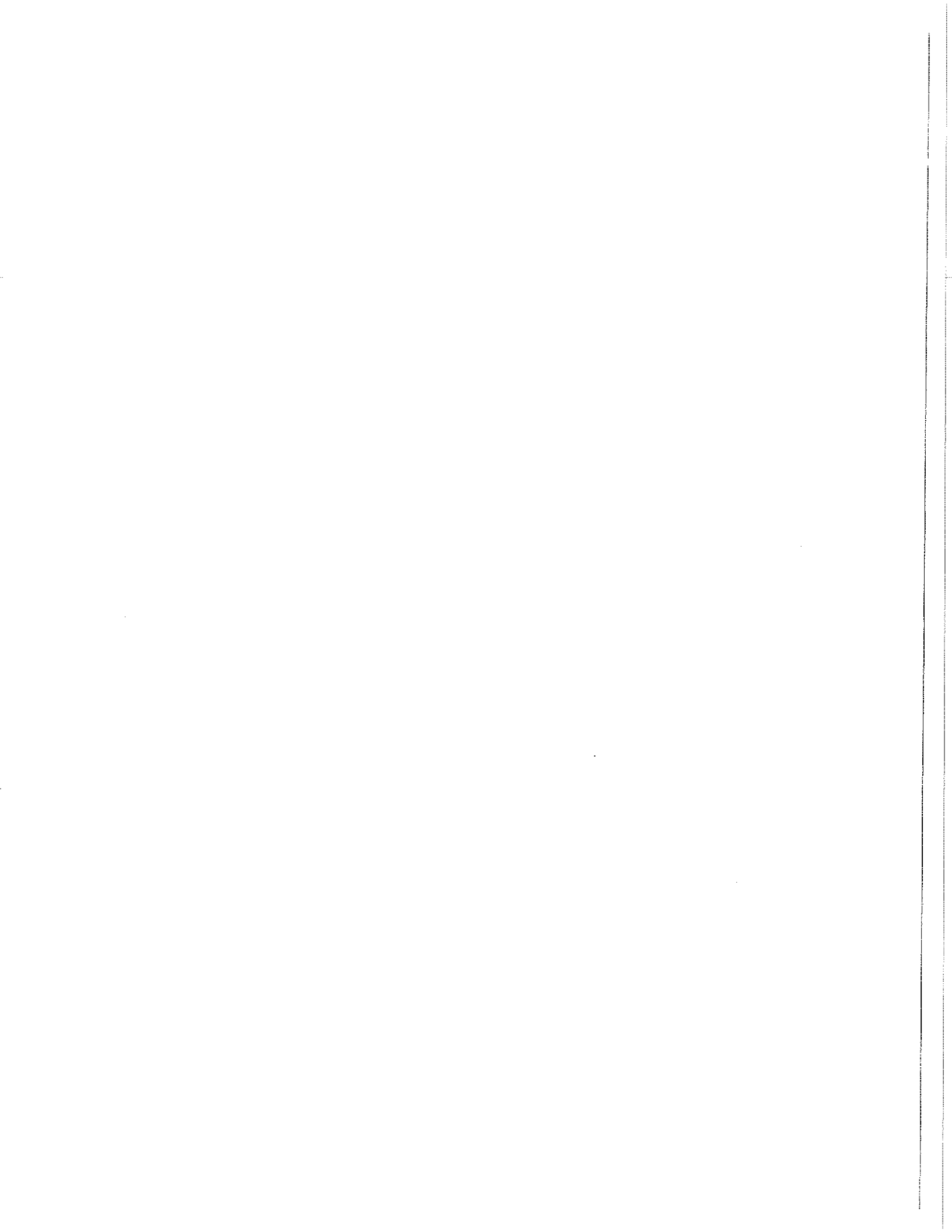
[1972 ex.s. c 123 § 6.]

70.108.170

Local regulations and ordinances not precluded.

Nothing in this chapter shall be construed as precluding counties, cities and other political subdivisions of the state of Washington from enacting ordinances or regulations for the control and regulation of outdoor music festivals nor shall this chapter repeal any existing ordinances or regulations.

[1972 ex.s. c 123 § 7.]



HAND-DELIVERED 9/19/14

September 19, 2014

Jefferson County Commission
Charles Town, WV 25414

Re: Presentation time on the October 1, 2014 Agenda
(Mass Gathering Amendment to the Zoning Ordinance)

Dear President Pellish and Members of the Commission:

With respect to the Commission's Notice of Public Hearing referenced above, I respectfully request time on the October 1 agenda for both Douglas Rockwell and myself separately to discuss with the Commission different issues regarding the subject matter. I make this request for both of us and at Mr. Rockwell's request because we do not want to miss the deadline for the requests.

We are both residents of Jefferson County and enclose the following documents for your consideration:

1. Transylvania County, NC Mass Gathering Ordinance;
2. Amendment to Zoning Ordinance prepared by an Assistant Prosecuting Attorney;
3. Preston County Mass Gathering Ordinance pursuant to Code Section 7-1-3kk;
4. Proposed amendment to delete Section 9.8.

I also enclose:

1. My letter to the Commission of September 5, 2014 and enclosure for re-consideration;
2. The case of *Bittinger v. Bolivar*, 183 W.Va. 310, 395 S.E. 2d 554 (1990) which clearly permitted the Town of Bolivar to issue building permits separate and independent of "zoning", an analogous situation to the one at hand.

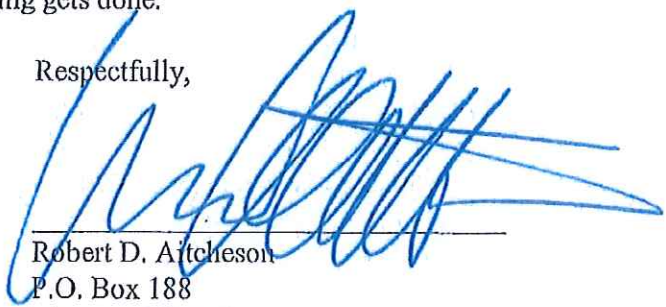
The following comments are mine alone and not to be attributed to Mr. Rockwell.

1. On February 20, 2014, the Commission allowed me to address a solution to the problem, to put it mildly, now facing County residents as a result of a proposed mass gathering.

County Commission letter - page 2

2. At that time I told the Commission (and later in writing) that "All Good" was coming back and that the Commission had better do something to protect us from its ravages.
3. I urged the Commission to put a sixty (60) day deadline on the Planning Commission but you did not do so.
4. As Commissioner Widmyer observed on September 12, 2014, here we sit and nothing has been done.
5. Some would say that this is not about "All Good" and it should not be, but IT IS! As their local attorney told the Commission recently, "All Good" and some of their friends on the Planning Commission wrote what you now have as the Planning Commission's recommendation. It is tailor-made for "All Good" and does nothing significant to protect County residents.
6. Please pardon me if the question arises: WHEN is this Commission going to take ACTION to PROTECT County residents and the County's finances from the catastrophic effects of the proposed "All Good" event?!
7. Members of the Commission can take all the shots at me they want for saying this, but I wasn't elected to protect the residents of Jefferson County, YOU WERE. I hope I'm wrong but I fear County residents will have to experience the devastation "All Good" brings with it before anything gets done.

Respectfully,



Robert D. Aitchison
P.O. Box 188
Rippon, WV 25441
304-582-1997

Encl.

cc: Douglas S. Rockwell
P.O. Box 727
Charles Town, WV 25414

cc+enc: Stephanie Grove, Esq.

Transylvania County Mass Gathering Ordinance

TABLE OF CONTENTS

1. PURPOSE AND JURISDICTION:

The intent and purpose of this ordinance is to provide for the protection of the public health, public welfare and public safety of those person in attendance at mass gatherings held in the County and of those persons who attend or who reside near or are located in proximity to the sites of such mass gatherings or are directly affected thereby. This purpose is to be executed with due consideration to the fiscal implications of enforcing this ordinance. Nothing herein is intended or shall be used to impose any duties on Transylvania County for purposes of claims or causes of actions arising by a failure to properly execute this ordinance, and no third party shall have any claims related to the same.

The State of North Carolina grants to Transylvania County the Authority, power and jurisdiction over mass gatherings, as defined below, throughout the County of Transylvania.

2. DEFINITIONS:

AMPLIFICATION-Noises above and beyond the ordinary noises of the mass gathering area and which are caused by some sort of man-made noise enhancement system.

ATTENDEE- Any person who attends the event, whether for payment or not, who is not an employee or agent of the event sponsor, or who is not providing a public service associated with the event, and who is not a performer or service provider at the event.

BOARD OF HEALTH- The Transylvania County Board of Health.

BOND- This is the performance guarantee that is required to receive permission from Transylvania County to hold the mass gathering event within the County and shall be determined as set forth herein.

COUNTY MANAGER- The County Manager of Transylvania County.

ENVIRONMENTAL HEALTH SPECIALIST- Qualified Representative of the Transylvania County Board of Health.

RECEIVED

SEP 08 2014

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

Effective 4/1/07

Page 1 of 14

EVENT SPONSOR- The person or company (also called the "Operator") responsible for the mass gathering (to be held liable for all Public Costs, claims, liabilities, or causes of action resulting from the mass gathering or any of its invitees or participants), including but not limited to the management of the event and the area, promotion, and/or collection of any fees charged. Event Sponsor is required to be on site and present at the event at all times.

EXEMPTIONS- Events sponsored or sanctioned by the City of Brevard, Brevard Chamber of Commerce, the Heart of Brevard, Brevard College, Transylvania Community Hospital TCH Foundation, The State of North Carolina, The United States of America, Transylvania County, Transylvania County Schools and Agencies, Religious Institutions any legally- recognized Not-for-Profit Organization, any not-for-profit events sponsored or sanctioned by Transylvania County, and any events with less than 300 attendees.

FINANCIAL ASSURANCES- Any form of insurance, bonding, financial capitalization, financial accountability or other assurances required by County, in its sole discretion, to insure that there will be compliance with this ordinance and to insure compliance with documents, plans and proposals submitted to the County by the Event Sponsor.

FEES-Application fees shall be charged by the County for all commercial mass gatherings unless otherwise exempt, in addition, to costs incurred by the County for a Mass gathering.

HEALTH DIRECTOR- The Health Director of Transylvania County or his/her authorized representative.

INELIGIBLE MASS GATHERING-

1. Any event that is substantially continuous for greater than or equal to fourteen (14) hours;
2. Any event that occurs in whole or in part before 9:00 am or after 11:00 pm (shall be presumed to have an adverse impact unless Event Sponsor demonstrates to the County, in the County's sole discretion, to the contrary);
3. Any event that has greater than 2000 total attendees;
4. Any event that has an adverse impact on the areas adjoining the mass gathering or the Transylvania County communities, or
5. Any event that falls within the definition of mass gathering, but for which no provisional and final applications have been made and approved (this event cannot be held in

this County).

MASS GATHERING- Any event that has between 300 to 2000 total attendees.

MASS GATHERING AREA- Any place maintained, operated, or used for mass gathering or assemblage (or by its attendees), except where the mass gathering is to occur within an established permanent stadium, arena, auditorium or other type of permanent building that is enclosed (and/or protected by a roof), floor and has sufficient existing permanent facilities (sanitary, parking, seating) to handle the number of attendees and other persons to be located in the area during the event.

NUISANCE- Means and includes any of the following:

1. Any public or private nuisance known at common law, North Carolina statute, or in equity.
2. Any attractive nuisance known at common law, North Carolina statute or in equity.
3. Any condition which violates local, state, or federal environmental or health laws, ordinances and/or regulations.
4. Any condition which violates the sensibilities of reasonable persons so as to pose a potential threat of harm to health or so as to pose a potential threat to the safety, use and/or enjoyment of the local environment.

PERSON- Any person, firm, corporation or other organization of any kind which holds, sponsors, organizes, conducts, or promotes, jointly or severally, a mass gathering.

PUBLIC COSTS- Those costs incurred directly or indirectly by the County in connection with a mass gathering that would not be incurred by the County if the mass gathering was not held.

REFUSE- All combustible and non-combustible putrescible and nonputrescible solid or liquid waste.

SANITARY FACILITIES- Toilets, privies, lavatories, urinals, drinking foundations and service facilities or rooms for the installation and use of these units.

SECURITY GUARD- Any person clearly identified by Event Sponsor as security personnel and if qualified as set forth herein.

3. PERMITTING PROCESS-APPLICANT

A. Provisional Permit –Greater than or equal to 60 days before mass gathering ("event").

i. The Event Sponsor must present a completed Provisional Permit Application and seven (7) copies (See Exhibit A for a list of items to be included in this Application) to the County Manager sixty (60) days or more prior to the date of the scheduled event. ii. Transylvania County shall have exclusive jurisdiction and discretion to grant or refuse to grant a Provisional Permit under the terms and conditions set forth herein unless the event is exempt or ineligible, with the latter not allowed in this County. iii. Notwithstanding any other provision or condition in this ordinance to the contrary, the County does not have any discretion to approve an application if the following circumstances exist:

1. The event has a prior history of criminal behavior by its attendees, violations of this ordinance, substance abuse by its attendees, or other evidence of dangerous or improper behaviors for a public event so as to put members of the general public in danger.
2. The event or event sponsor has a past history or experience with environmental or health risks or problems at this or similar events.
3. The mass gathering area is not conducive to providing a safe, healthy, or functional area for the type of event or for the number of attendees and other persons to be present at the event.
4. The event sponsor is unable to obtain the required bonds and/or assurances.
5. The event sponsor does not complete all required applications.
6. The event sponsor and landowner do not have the required insurance to cover the event.
7. The event sponsor and landowner refuse to indemnify the County (its departments or cities) and hold it harmless from any and all liabilities, claims or causes of action resulting from the mass gathering event or the application process itself.

B. Application Plan and Conference-Provisional Permit-When the complete Provisional Permit (Application and Copies) has been presented, along with proof of ability to obtain financial assurances, then the process (a thirty [30] day process) for approval or denial of such application is as follows:

- i. Within seven (7) days of the tender of such application the County Manager shall submit the application to the following departments for an assessment of the application and for estimates of costs to be ultimately borne by the event sponsor.
 1. Transylvania County Health Department
 2. Transylvania County Sheriff
 3. Transylvania County Emergency Management
 4. Transylvania County 911
 5. Transylvania County Finance Director
 6. Transylvania County Solid Waste Department
 7. City of Brevard or City of Rosman if within

those city limits. ii. Within ten (10) days after the submission of the application by the County Manager, these departments or cities shall report to the County Manager as to whether or not the application is approved by that department or city and shall submit a cost estimate for the direct or indirect expenses (public costs) anticipated from that department or city with respect to that event. iii. If a department or city does not approve the application, the

County Manager shall contact the event sponsor within five (5) days of such denial, and shall give any stated reasons for such denial to the event sponsor, and the event sponsor shall have an additional five (5) days from the date of contact to fix or cure the reason(s) for such denial, evidence of which must be submitted in detailed writing to the County Manager who shall have the remaining three (3) days to determine if the revised plan cures the concerns of the department or city, and if it does not, the application will be automatically denied on the thirtieth (30th) day after receipt of the application.

- iv. If the application is approved, event sponsor must immediately tender on the 30th day the bonds and assurances required herein.
 - v. The application fee for submission of the provisional application is \$1000, a nonrefundable fee.
- C. Final Permit- The final permit may only be applied for after approval of the provisional permit and it must be applied for and received at least three (3) business days and at least 72 hours prior to the beginning of the event and the process is as follows (no final permit applications can be received less than three business days prior to dates in which County offices are not open):

- i. The Final Permit Application shall contain all of the information and shall comply with the checklists listed in Exhibit B.
- ii. The Final Permit Application shall require an additional \$500 fee.
- iii. The Final Permit Application cannot be accepted without proof of bonds and assurances as required herein.
- iv. Transylvania County may visit the site of the mass gathering area, which may be done within 72 hours of the receipt of this final application, to confirm that the information submitted in the provisional and final permit applications is accurate before giving final approval to hold the event.
- v. The County Manager shall contact the event sponsor within thirty six (36) hours of the beginning of the event, and if the application is denied, the County Manager will give reasons for the same and the event sponsor shall have up until twelve (12) hours before the event to correct any problems with the final permit application and the circumstances at the site of the mass gathering area.
- vi. Notwithstanding any other provision to the contrary, if the County Manager or the Board of Commissioners determines that the event is not in the best interest of the County (based on information not previously disclosed or reasonably known during the provisional permitting process,) its residents or those who visit the County, then the final permit may be denied in the County's discretion.
- vii. If ultimately denied, Event Sponsor shall make every reasonable attempt to notify the public in a timely manner.

D. Additional considerations for all permits, whether provisional or final-

The County Manager shall take into account the following factors (this not a comprehensive list but which is a list intended to guide the County Manager and its departments or the cities within the County when assessing an application for an eligible mass gathering event.) The following factors are intended to protect the health, welfare and safety of those attending mass gatherings, and of other persons who may be affected by mass gatherings.

- i. **Activity Area-** An activity area shall be provided of sufficient size to accommodate the estimated number of persons reasonably expected to be in attendance at any one time. The activity area is in addition to those areas required for parking and camping, and for a command post.

- ii. **Distance from Dwellings-** No part of the perimeter of the activity and camping areas shall be within 500 feet of any residence unless the occupant or owner has signed a written waiver. Notarized copies of any such waivers shall accompany the application. The waiver must be dated and can be no older than 12 months.
- iii. **Distance from Certain Public Water Supply Sources-** No part of the perimeters of the activity and camping areas shall be located within one mile of a Class I and Class II reservoir, as classified by NCDENR, Division of Environmental Health, Public Water Supply Section.
- iv. **Camping Area-** An area of adequate size, at least 100 square feet per person; shall be provided and dedicated for camping if those attending or some of those attending will be staying overnight. Such area shall be in addition to the areas provided for activities and parking.
- v. **Command Post-** An adequate command post at a conveniently accessible location approved by health, law enforcement and other relevant governmental agencies shall be provided for the use of said agencies. The command post shall consist of at least one building or mobile unit equipped with an adequate number of telephones, and other utilities, and an adequate number of parking spaces. The event sponsor shall insure access to it at all times by such governmental personnel.
- vi. **Ingress and Egress Roads; Entrances and Exits-** The event sponsor shall provide personnel and arrangements (to include obtaining permission) necessary to keep entrances and exits to public highways open to traffic at all times. The event sponsor shall make arrangements with private parties and/or consult with the N.C. Department of Transportation regarding adequate ingress and egress.
- vii. **Parking-** Parking facilities shall be provided off public roadways and rights-of-way sufficient to serve the reasonably expected requirements at a rate of up to 100 passenger cars per acre and 30 buses per acre. One parking space for cars shall be provided for each two people expected to attend. Camper class vehicles shall park in the camping area. Parking on shoulders of public highways shall not be permitted and temporary signs shall be erected by the applicant to so indicate.
- viii. **Plan for Limiting Attendance; Exclusion of Non-Ticket Holders; Crowd Control; Security Enforcement-** The application for permit shall be accompanied by a written plan for limiting attendance to the number stated in the application for permit, the exclusion of persons not holding tickets, and a written plan for security guards to be provided for

Internal and external crowd control and security enforcement. The plan shall be accompanied by a written statement by the Sheriff or Chief of Police, or an authorized representative (depending on jurisdiction), that the plan meets the minimum requirements of this ordinance, or greater. The event sponsor shall execute the plan.

ix. Dust Control- The application shall be accompanied by a written plan for dust control. The event sponsor shall execute the plan. x.

Fire Prevention and Control- The application shall be accompanied by a written plan for fire prevention and control, to be approved by the Fire Marshal.

xi. Plans for Emergencies- The application shall be accompanied by written plans for dealing with emergency situations involving the occurrence of incident involving rapid evacuation, including arrangements for use of emergency egress roads, if deemed necessary by the County Manager.

xii. Provisions for Adequate Medical Care- The application for permit shall be accompanied by a written plan for the provision of adequate medical care, such plan having been approved in writing by a qualified licensed medical physician with expertise in the area of emergency medical management. At the time of inspection noted in this ordinance, the structure and all supplies and equipment provided for in the plan shall be in place or are guaranteed or planned, and the agreements and statements provided for in the plan shall be determined to be valid. The plan shall include provisions for:

1. At least one enclosed covered structure to be used as a medical treatment center. The structure shall provide at least a total of 400 square feet and have hot and cold running water under pressure from an approved source.
2. A list of medical supplies and equipment sufficient to support reasonably anticipated attendance at the mass gathering.
3. Notification of all general public hospitals within 20 miles of the mass gathering location as to the scheduled dates and anticipated attendance of the mass gathering. (ex.-Copies of certified letters).
4. The name and address of at least one licensed ambulance or EMS service to be responsible for providing emergency transportation. A signed, notarized statement by an official of the agency accepting this responsibility shall accompany the plan.

xiii. **Water Supply-Water supplies shall meet the requirements in 15A NCAC 18A. 1700.**

1. The water supply used shall be located, constructed, maintained and operated in accordance with the Commission for Health Services' rules governing water supplies. At least once a year, a sample of water shall be collected by an Environmental Health, Specialist and submitted to the Division of Laboratory Services or other laboratory certified by the Department of Environment & Natural Resources to perform bacteriological examinations. The water supply and the facilities for distributing and dispensing shall be provided with effective safeguards to prevent the introduction of hallucinogenic drugs or other contaminants.

2. Cross connections are prohibited. All plumbing fixtures for potable water shall be provided and installed as required by the North Carolina State Building Code.

3. If a new source of water supply is to be provided, the Application shall be accompanied by the necessary plans, engineer's report, and specifications (in triplicate) as required for review and approval by the Division of Environmental Health, Public Water Supply Section, and the application shall include plans, engineer's report, and specifications for an emergency source capable of supplying at least three gallons per day per person. If waster is to be hauled from an off-site source, storage facilities shall be provided in the area sufficient in volume to supply the needs of the gathering for its duration. Before being filled with water for use during the gathering, all such storage tanks shall be cleaned thoroughly, filled with clean water containing a chlorine residual of at least 100 parts per million, and, after a contact time of at least 24 hours, all such tanks shall be emptied. Subsequently and prior to the issuance of a permit, all such tanks shall be closed and locked so as to give positive protection against the introduction of contamination.

4. Water outlets shall be provided at an adequate number of convenient and readily accessible locations properly distributed throughout the activity and camping areas.

xiv. **Toilet Facilities-Sewage Disposal**

1. Sanitary toilet facilities shall be provided at an adequate number and readily accessible locations properly distributed throughout the activity and camping areas at a rate of not more than 100 persons per toilet seat.
 2. If chemical toilet rental service is to be employed, all toilets shall be so located as to be readily accessible by service vehicles and shall be serviced as often as necessary. Material removed from such toilets shall be disposed of in a public or community sewerage system, or in an approved area that has been permitted as a septage disposal site by NCDENR, Division of Water Management Disposal must be done by a permitted septage management company.
 3. If water carried sewage facilities are permitted, the sewer system shall be connected to a public or community sewerage system having waste water treatment facilities of adequate capacity to treat the flow of waste water from the mass gathering. The application shall be accompanied by a representative of the owner/operator of the treatment facility attesting to its adequacy. No sewage shall be discharged on the ground or into any watercourse.
- xv. Solid Waste Collection and Disposal-Facilities shall be provided for all solid wastes to be collected and stored in leak-proof, nonabsorbent containers, and all solid wastes shall be removed daily or more often if necessary and disposed of at the Transylvania County Landfill. Approved receptacles shall be provided at places conveniently located throughout the activity, camping and parking areas, and at each food service facility for the disposition of solid wastes. If bulk solid waste storage containers are used, at least two (2) containers of four(4) cubic yard capacity or greater, shall be provided per 1,000 persons in case of twice daily removal and these containers shall be so located as to be accessible to solid waste service vehicles.
- xvi. Food Dispensing-Sanitary food dispensing facilities shall be provided at accessible and convenient locations, and shall be maintained in a sanitary condition. Perishable food items dispensed from such facilities shall be limited to pre-packages items such as wrapped sandwiches, prepared in commercial establishments and under official supervision,

- and shall be dispensed in unbroken packages, provided that chicken, hamburgers, pork, hot dogs, etc. obtained from approved sources may be cooked and packaged at the site if all operations of preparation, cooking and packaging for dispensing to individuals are done inside an approved structure or vehicle, in a sanitary manner, and otherwise in compliance with 15A NCAC 18A.2600, "Rules Governing the Sanitation of Restaurants and Other Food Handling Establishments." Perishable foods shall be stored at or below 45°F, or in the frozen state, until heated or cooked immediately before serving.
- ii. Insect and Rodent Control- There shall be no fly or mosquito breeding places, rodent harborages, or undrained areas on the premises. Necessary measures shall be taken to control flies, mosquitoes, rodents or other vermin.
- iii. Post-Gathering Cleanup- Within one week after the end of the gathering, all areas and immediate surrounding properties shall be cleaned of all litter and solid waste attributable to the mass gathering. Unless otherwise directed by the property owner, all temporary solid waste facilities and signs shall be removed.
- iv. Noise Level at Perimeter- The application shall be accompanied by plans for amplifying equipment, which shall be so located and operated as to limit the noise level at the perimeter of the site to no more than 70 decibels on the A Scale of a sound level meter which meets the specifications of the American National Standards Institute. The application shall include a signed statement certifying that the noise level limit as herein specified shall not be exceeded.
- v. Lighting- The application shall be accompanied by plans for lighting designed to illuminate the site, with such lighting to be adequate to illuminate the site and to be directed away from adjacent properties.
- vi. Signs- Signs shall be posted throughout the area showing the location of toilet facilities, water supply outlets, solid waste receptacles, food stands, first aid facilities and the command post.
- vii. Animals/Pets- Animals shall not be allowed, except for animals for the blind or handicapped. If the event is primarily for animal exhibition, then those animals being exhibited may be allowed in the County's discretion, however a plan shall be submitted, approved and executed for control and clean up of animal waste and disturbance.

4. DENIAL AND APPELLATE PROCESS (Only if a discretionary denial)

A. Appeals- The denial of a permit by the County Manager or his or her designee pursuant to the provisions of this ordinance may be appealed to the Board of County Commissioners by the applicant. Such appeal shall be in writing, filed with the Chairperson of the Board of County Commissioners within five (5) days of the mailing or personal service of the decision of the County Manager or his or her designee and must specify objections to the decision of the

County Manager or his or her designee. The Board of Commissioners for Transylvania County shall place this appeal on its agenda for its next scheduled Board meeting so long as it was received by them at least four (4) business days prior to the scheduled meeting. The event sponsor shall make him/her or itself aware of the next meeting and shall confirm receipt of the appeal and the scheduled agenda. If the Board of Commissioners determines that a permit should be issued, then they shall issue a permit. If the Board of Commissioners determines that a permit should not be issued, then they shall not issue the permit and shall notify the applicant in writing specifying the reason for the denial within a reasonable amount of time permitted.

5. ENFORCEMENT MECHANISMS-By presentation of an application, event sponsor and owner of the mass gathering area agree to the following enforcement mechanisms, as well as to all other enforcement remedies available to the County in law or in equity.

A. INJUNCTION- If any person shall violate or threaten to violate the provisions of this ordinance and any subsequent rules and regulations adopted pursuant thereto and such violation, if continued, or such threatened violation, if committed, is or may be dangerous to the public health, safety, or welfare, or if any person shall hinder or interfere with the County Manager (or any department or city) in the performance of his(her) duties, or representative, and such hindrance or interference is or may be dangerous to the public health, the County Manager may institute an action in the Superior Court of the county in which such violation, threatened violation, hindrance, or

interference, irrespective of all other remedies of law, and upon the institution of such an action, the procedure shall be in accordance with G.S. Article 37 of Chapter 1, and all future amendments. Event sponsor shall be responsible for all County costs for this action, including but not limited to attorneys' fees, court costs, expert fees, and all other direct or consequential costs related to the action.

B. CRIMINAL ENFORCEMENT- If there are applicable health, safety or environmental violations, then the County may recommend and enforce criminal prosecution against event sponsor and/or attendees or invitees, as allowed under the laws of the State of North Carolina and the United States of America.

C. ADMINISTRATIVE ENFORCEMENT- The County in its sole discretion, or through its departments and cities, may issue a NOTICE OF VIOLATION & ORDER OF COMPLIANCE, which shall be served to the owner of the property or the event sponsor (note that event sponsor must always be in the mass gathering area during the event) and the owner and/or event sponsor shall immediately cure the violation or the County, in its sole discretion, may close down the event and demand that all activities cease and that all persons be removed from the area. Nothing herein gives the owner or event sponsor any recourse against the County or its departments or cities for any damages, including but not limited to lost profits, for shutting down the event.

6. ALLOCATION OF COSTS-PROCESS-

The County, its departments and any cities who incur direct or indirect costs because of any mass gathering event shall hold the event sponsor responsible for paying such additional costs. The costs shall be determined under traditional cost-accounting methods and the invoice for such costs shall be immediately payable by event sponsor upon receipt. The County, its departments and any cities, shall be entitled to recover interest, penalties, court costs, attorneys' fees and any other reasonable costs for the enforcement of this provision.

7. POST-GATHERING PROCEDURES

Effective 4/1/07

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- A. Clean-up. The applicant shall be responsible for placing all refuse in appropriate containers, making it ready for removal within twelve hours following the conclusion of the mass gathering.
- B. Post-gathering inspection. Within twelve (12) hours following the conclusion of the mass gathering, the Sherriff of Transylvania County shall cause an inspection to be made at the mass gathering site to determine compliance herein.
- C. Deposit, refund of bond termination. If the event sponsor has complied with all of the provlsions herein, including clean up, the County Manager shall authorize return of the clean-up deposit (in an amount to be initially determined by the County Manager) shall be returned within five (5) days from such authorization.
- D. If, upon inspection, the County Manager determines that the event sponsor has failed to comply with the ordinance and specifically with these post-gathering procedures, the County Manager may cause trash and debris at the site to be placed in the appropriate containers, making it ready for removal. The event sponsor shall be responsible for the cost of such clean-up. The County may apply all or a portion of clean up deposit towards the clean-up cost incurred by the County.

8. BOND AND PUBLIC ASSURANCES-

- A. The event sponsor shall carry a public liability insurance policy (which shall name the County as additional insured) in the following amounts, which specifically covers this event: \$ 1,000,000 bodily injury per person; \$5,000,000 bodily injury per occurrence; and \$ 500,000 property damage per occurrence. Proof shall be required upon the approval of the provisional application.
- B. The event sponsor shall provide to County immediately upon approval of the provisional permit the following: a performance bond or some other surety in an amount of \$10 per attendee for the maximum number of attendees to be admitted per application.

9. ADDITIONAL PENALTIES-

In addition to the remedies noted above in Article 5 above, the following penalties may be assessed against any person or entity who willfully holds mass gatherings (or willfully fails to perform any requirement of this ordinance) as defined herein (or who holds an ineligible mass gathering): fines up to \$5,000 and/or imprisonment of up to 60 days. Any person who willfully violates this ordinance shall be guilty of a misdemeanor.

An Ordinance pursuant to WEST VIRGINIA CODE Section 7-1-3kk to eliminate hazards to public health and safety and abate public nuisances associated with temporary mass gatherings of people for entertainment events.

Be it enacted by the Preston County Commission,

An Ordinance to Regulate Mass Gatherings

It appearing to the County Commission (the Commission) of Preston County, West Virginia that it is authorized by Chapter 7, Article 1, Section 3kk of the Official Code of West Virginia, 1931, as amended, to enact ordinances, issue orders and take other appropriate and necessary actions for the elimination of hazards to public health and safety and to abate or cause to be abated anything which the commission determines to be a public nuisance, the Commission hereby adopts the following Ordinance which provides as follows:

(1) Purpose

The Commission FINDS that temporary mass gatherings of people to attend musical performances and other entertainment events have created a hazard to public health and safety and a public nuisance due to increased criminal activity, high levels of traffic congestion in the public roads surrounding such events, and high demands on police, emergency, and medical resources in Preston County.

(2) Definitions

For purposes of this Ordinance

"Mass gathering" is defined as any event which has more than 3,000 attendees who will reside at the event for 14 hours or more in temporary shelters that will be removed when the event has been completed.

"Temporary shelters" are defined as a non-permanent structure such as a tent which is designed to be easily removed and which is not assessed under West Virginia Law for tax purposes as either an improvement upon real property or as personal property.

Ex. 8

(3) Permit Required

No person, firm, corporation, or partnership, shall stage, promote, or conduct any entertainment event creating a "mass gathering" unless there shall have first been obtained a permit from the Commission. Applications for said permit shall be in writing, on forms provided by the County Clerk and filed with the County Clerk not more than one year but at least 30 days prior to the beginning of said entertainment event. Said Application shall have attached the plans, statements, approvals and other documents required by this Ordinance. The Commission anticipates that the application process may occur over time with some application requirements submitted earlier than others. However, the Commission will not act until all Application requirements have been submitted.

The Commission shall docket and act on said Application at the next regularly scheduled meeting held after all Application requirements have been filed which allows said matter to be docketed at least three business days before the Commission meeting.

(4) Application Requirements

The Application for permit shall include the following plans, statements, approvals, and documents:

a statement by the applicant of the date(s) and times for the event;

a statement by the applicant of the total number of tickets that will be provided for attendees whether sold or provided otherwise, the applicant's best reasonable estimate of the total expected persons in attendance at the event, and the applicant's certification that it will comply with all applicable state and local laws and regulations;

a statement of the name and addresses of the promoter of the event, the financial backing of the event, and the names of all persons that will perform at the event;

a statement of all lands upon which any part of the event will occur, and the names and addresses of all owner(s) of those lands;

a plan for adequate sanitation facilities and garbage, trash, and sewage disposal for the event which shall comply with all applicable state and local law and regulations which shall be approved by the County Health Department;

a plan for providing food and water for persons attending the event which shall comply with all applicable state and local law and regulations which shall be approved by the County Health Department;

a plan for providing adequate medical care for persons attending the event which shall be approved by the Director of the Office of Emergency Management for the County;

a plan for providing adequate security and traffic control for the event including surrounding roads which shall be approved by the Sheriff of Preston County;

a list of all vendors that will be providing goods or services to the event and documentation showing that they are legally certified and licensed to do business in West Virginia.

(5) Deposit Required

A deposit in an amount sufficient to cover the cost of additional police, emergency, and medical resources which shall be paid to the Commission when the Application is finally approved by the Commission. Said deposit will be determined as follows:

3,000 to 9,999 attendees	\$1 per person per day
10,000 to 19,999 attendees	\$1.25 per person per day
20,000 to 39,999 attendees	\$1.50 per person per day

40,000 or greater attendees

\$1.75 per person per day

(6) Geographical Coverage

This Ordinance applies to all geographical areas of Preston County, West Virginia, whether inside or outside the boundaries of any municipal corporation. Provided: this Ordinance shall not be construed as prohibiting a municipal corporation from lawfully adopting a municipal ordinance with greater protections against the hazards addressed by this Ordinance, to the extent allowed by the laws of this State.

(7) Severability

In the event that any court declares any provision of this Ordinance to be unenforceable, said declaration shall not be construed as invalidating the remaining provisions.

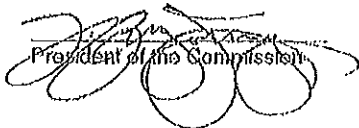
(8) Civil Sanctions


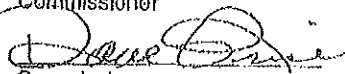
The Commission shall have the right to revoke any permit granted under this Ordinance and prohibit the Applicant from obtaining any future permits after appropriate notice and hearing for the Applicant if there are violations of any portion of the Ordinance; In addition, the Commission may seek injunctive relief in the Circuit Court of Preston County for public nuisance if there are violations of any portion of the Ordinance.

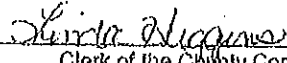
(9) Criminal Violations

Any person, firm, corporation, or partnership which willfully violates any portion of this Ordinance shall upon conviction be subject to a jail sentence of not more than 12 months and/or a fine not to exceed \$25,000 by the Preston County Magistrate Court.

Adopted this 24 day of January 2011,
effective immediately upon passage.


President of the Commission


Commissioner

Commissioner

Attest: 
Clerk of the County Commission



IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

September 2000 Term

FILED

December 12, 2000
RORY L. PERRY II, CLERK
SUPREME COURT OF APPEALS
OF WEST VIRGINIA

No. 27913

RELEASED

December 13, 2000
RORY L. PERRY II, CLERK
SUPREME COURT OF APPEALS
OF WEST VIRGINIA

STATE OF WEST VIRGINIA EX REL. ANITA D. BROWN,
EXECUTRIX OF THE ESTATE OF DIXIE D. KILHAM,
Petitioner

PAUL L. ASHBAUGH,
Intervenor

v.

THE CORPORATION OF BOLIVAR,
A WEST VIRGINIA MUNICIPALITY,
Respondent

Petition for Writ of Prohibition/Mandamus

WRIT GRANTED AS MOULDED AND REMANDED

Submitted: November 28, 2000

Filed: December 12, 2000

F. Samuel Byrer, Esq.
Nichols and Skinner
Charles Town, West Virginia
Attorney for Petitioner

Richard G. Gay, Esq.
Berkeley Springs, West Virginia

Attorney for Intervenor

Charles B. Howard, Esq.
Charles Town, West Virginia
Attorney for Respondent

The Opinion of the Court was delivered PER CURIAM.

SYLLABUS BY THE COURT

1. “The writ of prohibition lies from a superior court not only to inferior judicial tribunals properly and technically so denominated but also to inferior ministerial tribunals possessing incidentally judicial powers, such as are known in the law as quasi judicial tribunals, and even in extreme cases to purely ministerial bodies, when they attempt to usurp judicial functions.’ Point 1 Syllabus, *Fleming v. Commissioners*, 31 W.Va. 608 [8 S.E. 267].” Syllabus Point 1, *State ex rel. City of Huntington v. Lombardo*, 149 W.Va. 671, 143 S.E.2d 535 (1965).

2. “A writ of mandamus will not issue unless three elements coexist--(1) a clear legal right in the petitioner to the relief sought; (2) a legal duty on the part of respondent to do the thing which the petitioner seeks to compel; and (3) the absence of another adequate remedy.” Syllabus Point 2, *State ex rel. Kucera v. City of Wheeling*, 153 W.Va. 538, 170 S.E.2d 367 (1969).

3. “In order to suspend the operation of an ordinance, the ordinance must be repealed or succeeded by another ordinance or an instrument of equal dignity.” Syllabus Point 3, *Bittinger v. Corporation of Bolivar*, 183 W.Va. 310, 395 S.E.2d 554 (1990).

4. “Costs and attorney’s fees may be awarded in mandamus proceedings involving public officials because citizens should not have to resort to lawsuits to force government officials to perform their legally prescribed nondiscretionary duties.” Syllabus Point 1, *State ex rel. Highlands Conservancy, Inc. v. West Virginia Div. of Environmental Protection*, 193 W.Va. 650, 458 S.E.2d 88 (1995).

5. “Attorney’s fees may be awarded to a prevailing petitioner in a mandamus action in two general contexts: (1) where a public official has deliberately and knowingly refused to exercise a

clear legal duty, and (2) where a public official has failed to exercise a clear legal duty, although the failure was not the result of a decision to knowingly disregard a legal command.” Syllabus Point 2, *State ex rel. Highlands Conservancy, Inc. v. West Virginia Div. of Environmental Protection*, 193 W.Va. 650, 458 S.E.2d 88 (1995).

6. “Where a public official has deliberately and knowingly refused to exercise a clear legal duty, a presumption exists in favor of an award of attorney’s fees; unless extraordinary circumstances indicate an award would be inappropriate, attorney’s fees will be allowed.” Syllabus Point 3, *State ex rel. Highlands Conservancy, Inc. v. West Virginia Div. of Environmental Protection*, 193 W.Va. 650, 458 S.E.2d 88 (1995).

Per Curiam:

This case is before this Court upon a petition for a writ of prohibition and/or writ of mandamus filed by the petitioner, Anita D. Brown, executrix of the Estate of Dixie D. Kilham, deceased, against the respondent, the Corporation of Bolivar, a municipality located in Jefferson County, West Virginia (hereinafter "Bolivar"). Ms. Brown claims that Bolivar unlawfully passed a resolution on December 7, 1999, adopting a nine-month moratorium on the issuance of any building permits, both residential and commercial. Ms. Brown requests that Bolivar be ordered to issue building permits under the ordinance that was in effect prior to the moratorium and that Bolivar be prohibited from adopting similar moratoriums in the future. She also requests that she be awarded reasonable attorney fees and costs for this matter. We issued a rule to show cause, and now, for the reasons set forth below, grant the writ as moulded and remand this case to the Circuit Court of Jefferson County.

I.

Dixie D. Kilham died on August 15, 1998, and the petitioner, Ms. Brown, was qualified as executrix of his estate on August 24, 1998. At the time of his death, Mr. Kilham owned a considerable amount of real estate in Jefferson County, West Virginia, and in the state of Maryland. Several parcels of the real estate in Jefferson County were located in the town of Bolivar. At the time of Mr. Kilham's death, his property in Bolivar was appraised at approximately \$800,000.00.

In administering the estate, Ms. Brown negotiated a settlement agreement with the Internal Revenue Service (hereinafter "the IRS") with regard to the federal estate tax liability. The agreement between the estate and the IRS provided that the estate would pay the IRS fifty-five percent of the value of each piece of property as appraised, including the real estate located in Bolivar. Ms. Brown paid the corresponding West Virginia tax liability which was approximately \$675,000.00.

Thereafter, Ms. Brown proceeded to market the real estate located in Bolivar so that she could discharge the estate's obligation to the IRS. At the same time, the Bolivar town council passed a resolution adopting a nine-month moratorium on the issuance of any building permits applied for in the town, both residential and commercial. The stated purpose of the moratorium was to study and evaluate the building and zoning ordinance of Bolivar.

Ms. Brown attended the second reading of the resolution adopting the moratorium and argued that the moratorium was void and would interfere with the sale of the estate's property and her fiduciary duties. Nonetheless, the town council of Bolivar adopted the moratorium on December 7, 1999.

Ms. Brown filed this petition for a writ of prohibition and/or writ of mandamus on July 7, 2000. That same day, the town council of Bolivar passed a new Planning and Zoning Ordinance thereby ending the moratorium. The new ordinance now governs the application process for residential and commercial building permits.

On September 29, 2000, this Court granted a motion to intervene filed by Paul L. Ashbaugh. Mr. Ashbaugh also owns property in Bolivar. He purchased the property for the purpose of constructing a housing development. Mr. Ashbaugh claims that under the prior ordinance, he would have been permitted to divide his property into twenty-five lots. Pursuant to the new ordinance adopted by Bolivar on July 7, 2000, Mr. Ashbaugh will only be able to construct a subdivision with nine lots. Mr. Ashbaugh also claims the moratorium adopted on December 7, 1999, was unlawful.

II.

We begin by noting that generally “[p]rohibition lies only to restrain inferior courts from proceeding in causes over which they have no jurisdiction, or, in which, having jurisdiction, they are exceeding their legitimate powers and may not be used as a substitute for [a petition for appeal] or certiorari.” Syllabus Point 1, *Crawford v. Taylor*, 138 W.Va. 207, 75 S.E.2d 370 (1953). However, this Court has also held that,

“The writ of prohibition lies from a superior court not only to inferior judicial tribunals properly and technically so denominated but also to inferior ministerial tribunals possessing incidentally judicial powers, such as are known in the law as quasi judicial tribunals, and even in extreme cases to purely ministerial bodies, when they attempt to usurp judicial functions.” Point 1 Syllabus, *Fleming v. Commissioners*, 31 W.Va. 608 [8 S.E. 267].

Syllabus Point 1, *State ex rel. City of Huntington v. Lombardo*, 149 W.Va. 671, 143 S.E.2d 535 (1965). By contrast, “[a] writ of mandamus will not issue unless three elements coexist--(1) a clear legal right in the petitioner to the relief sought; (2) a legal duty on the part of respondent to do the thing which

the petitioner seeks to compel; and (3) the absence of another adequate remedy.” Syllabus Point 2, *State ex rel. Kucera v. City of Wheeling*, 153 W.Va. 538, 170 S.E.2d 367 (1969).

Both Ms. Brown and Mr. Ashbaugh claim that the moratorium adopted by Bolivar on December 7, 1999, is unlawful pursuant to this Court’s decision in *Bittinger v. Corporation of Bolivar*, 183 W.Va. 310, 395 S.E.2d 554 (1990). We agree. *Bittinger* also involved the town of Bolivar and a similar moratorium on the issuance of building permits.

In *Bittinger*, Bolivar adopted a resolution which placed a ninety-day moratorium on the issuance of all building permits. The moratorium was later extended for an additional sixty days, during which the town council adopted a new ordinance establishing a review process for construction within Bolivar. The council specified certain requirements that had to be met in order to apply for and receive a building permit.

As a result of the moratorium, Steven Bittinger and Douglas Alexander, d/b/a Cornerstone Properties, were denied twenty building permits for a subdivision they were in the process of developing. Prior to the moratorium, Cornerstone Properties had obtained twelve building permits for the subdivision. Bittinger and Alexander filed a petition for a writ of mandamus in the Circuit Court of Jefferson County requesting that Bolivar be ordered to issue the building permits. Ultimately, the circuit court denied the writ of mandamus and upheld the new ordinance. Thereafter, the petitioners filed an appeal with this Court

After reviewing the record, the new ordinance in question, and the applicable case law, this Court concluded that there is “no authority which would permit a town council to impose a blanket moratorium on a valid ordinance.” *Bittinger*, 183 W.Va at 314, 395 W.Va. at 558. Except for emergency situations as set forth in W.Va. Code § 8-11-4(c) (1969), “[g]enerally, the requirements of an ordinance governing procedure for the adoption of another ordinance cannot be waived, suspended or repealed by motion.” *Id.*, quoting *Hukle v. City of Huntington*, 134 W.Va. 249, 255-56, 58 S.E.2d 780, 784 (1950). As this Court further explained,

“the ordinance of a municipal corporation may not be repealed by mere motion or resolution, nor can the operation of the ordinance be suspended by a resolution or by the acts of municipal officers A suspension, to be effective. . . . [must be] by an instrument of equal dignity, i.e. an ordinance.”

Id. Accordingly, this Court held in Syllabus Point 3 of *Bittinger* that “[i]n order to suspend the operation of an ordinance, the ordinance must be repealed or succeeded by another ordinance or an instrument of equal dignity.”

Despite this Court’s decision in *Bittinger*, the town council of Bolivar has once again declared a moratorium on a valid ordinance. This moratorium which was intended to last for nine months ended on July 7, 2000, seven months after it began, when the town council enacted a new ordinance. Undoubtedly, this action was prompted by the filing of the petition for a writ of prohibition and/or mandamus by Ms. Brown. Contrary to the assertions made by Bolivar in its brief filed with this Court on July 17, 2000, the enactment of the new ordinance on July 7, 2000, did not render this case moot. The town of Bolivar clearly exercised a power it did not possess when it adopted the moratorium on December

7, 1999. Therefore, we find that the moratorium is void as a matter of law and once again instruct the town of Bolivar that it may not suspend the operation of a valid ordinance by adopting a blanket moratorium.

Having found that the December 7, 1999 moratorium is void, we must now determine the appropriate remedy for Ms. Brown and Mr. Ashbaugh. Clearly under *Bittinger*, Ms. Brown, Mr. Ashbaugh, or any other applicant is entitled to have any applications for building permits which were submitted within the moratorium period considered under the ordinance existing at the time and granted, if the ordinance as written would permit. *Bittinger*, 183 W.Va. at 315, 395 S.E.2d at 559. However, based upon Ms. Brown's petition, it does not appear that she requested a building permit during the moratorium. As noted above, Ms. Brown was attempting to sell the estate's property in order to discharge the estate's obligation to the IRS. Ms. Brown claims that the moratorium interfered with her ability to market the real estate.

The facts of this case are similar to those in *Carter v. City of Salina*, 773 F.2d 251 (10th Cir. 1985). *Carter* involved certain property located in Salina, Utah, which was purchased by Thomas and Mary Carter in 1963. At the time the Carters bought the property, Salina was unzoned. In 1981, the Carters sought to sell their property and attempted to list the property as commercial real estate to attract a higher sales price. At that time, the Carters learned that Salina had enacted a zoning ordinance in 1973, and that their property was now classified as residential.

In early 1982, a potential purchaser offered the Carters \$90,000.00 for the property on the condition that it be rezoned from residential to commercial. The purchaser intended to operate a restaurant upon the property. However, the city denied the request to rezone the property, and the offer to purchase the property was withdrawn. Subsequently, the Carters filed a lawsuit against Salina seeking monetary relief in the amount of \$90,000.00 plus interest, and an order setting aside the 1973 zoning ordinance or alternatively, an order requiring the City to change the zoning classification of the property to commercial.

It was undisputed that the 1973 ordinance adopted by Salina was void for failure to comply with the mandatory, jurisdictional notice requirements of the Utah statute. As a direct result of the void zoning ordinance, the Carters suffered financial hardship including loss of sale, costs, and attorney fees. Given these facts and circumstances, the Court of Appeals concluded that equitable considerations dictated that the City be enjoined from interfering with the Carters' use of their property for commercial purposes even though the City had later enacted a valid zoning ordinance in 1984. The court explained that:

If the zoning ordinance is void for want of the procedural safeguards of notice and hearing, etc., the properties intended to be affected thereby are unzoned and the property owners may proceed with any other lawfully intended use. In such cases, the court is limited to the remedy of declaring the zoning ordinance void and finding that the property owner affected is entitled to use his property for any lawful purpose without regard to the void zoning ordinance.

773 F.2d at 255. In other words, at the time the Carters sought to sell their property, it remained unzoned because the 1973 ordinance was invalid. In addition, Utah had declared that zoning ordinances do not operate retrospectively against existing nonconforming buildings or uses where vested rights are concerned.

Accordingly, the court found that because the Carters had never relinquished their intention to use their property for a restaurant or other similar use, they were entitled to injunctive relief against the City permitting them to use or sell their property in the City for a restaurant or other similar use.

In this case, Ms. Brown was seeking to sell the estate's property when the moratorium was adopted. By instituting the illegal moratorium, Bolivar effectively voided the existing zoning ordinance. Despite Ms. Brown's objections, Bolivar, by adopting the illegal moratorium, essentially prevented her from selling or developing the estate's property because no potential purchaser was able to acquire a building permit. Moreover, while the moratorium was still in place, Bolivar adopted a new zoning ordinance further limiting Ms. Brown's ability to sell the property as any potential purchaser would now have to seek a building permit under a less favorable zoning ordinance. Given these circumstances and the fact that West Virginia has also exempted preexisting, nonconforming uses of land from compliance with subsequently enacted planning and zoning ordinances,¹ we find that equitable considerations dictate that Ms. Brown and

¹ W.Va. Code § 8-24-50 (1984) provides:

Such zoning ordinance or ordinances shall not prohibit the continuance of the use of any land, building or structure for the purpose for which such land, building or structure is used at the time such ordinance or ordinances take effect, but any alteration or addition to any land or any alteration, addition or replacement of or to any existing building or structure for the purpose of carrying on any use prohibited under the zoning rules and regulations applicable to the district may be prohibited: Provided, That no such prohibition shall apply to alterations or additions to or replacement of buildings or structures by any farm, industry or manufacturer, or to the use of land presently owned by any farm, industry or manufacturer but not used for agricultural, industrial or manufacturing purposes, or to the use or

(continued...)

her immediate purchasers and/or her immediate successors in title to the estate's property are entitled to develop and use the property for any lawful purpose as they might have done prior to the void moratorium and the now repealed zoning ordinance. Likewise, Mr. Ashbaugh was also effectively prevented from developing his property while the moratorium was in place, and he is also entitled to continue to develop his property without regard to the current zoning ordinance, as he might have done prior to the void moratorium and the now repealed zoning ordinance.

Finally, Ms. Brown and Mr. Ashbaugh contend that they are entitled to attorney fees and costs for this matter. In Syllabus Point 1 of *State ex rel. Highlands Conservancy, Inc. v. West Virginia Div. of Environmental Protection*, 193 W.Va. 650, 458 S.E.2d 88 (1995), this Court held that “[c]osts and attorney’s fees may be awarded in mandamus proceedings involving public officials because citizens should not have to resort to lawsuits to force government officials to perform their legally prescribed nondiscretionary duties.” This Court further held in Syllabus Points 2 and 3, respectively, of *Highlands Conservancy*:

¹(...continued)
acquisition of additional land which may be required for the protection, continuing development or expansion of any agricultural, industrial or manufacturing operation or any present or future satellite agricultural, industrial or manufacturing use. If a nonconforming use has been abandoned, any future use of such land, building or structure shall be in conformity with the provisions of the ordinance regulating the use in the district in which such land, building or structure may be located: Provided, however, That abandonment of any particular agricultural, industrial or manufacturing process, shall not be construed as abandonment of agricultural, industrial or manufacturing use.

Attorney's fees may be awarded to a prevailing petitioner in a mandamus action in two general contexts: (1) where a public official has deliberately and knowingly refused to exercise a clear legal duty, and (2) where a public official has failed to exercise a clear legal duty, although the failure was not the result of a decision to knowingly disregard a legal command.

Where a public official has deliberately and knowingly refused to exercise a clear legal duty, a presumption exists in favor of an award of attorney's fees; unless extraordinary circumstances indicate an award would be inappropriate, attorney's fees will be allowed.

In this case, the town of Bolivar ignored a clear directive of this Court and refused to exercise a clear legal duty by adopting an unlawful moratorium instead of repealing the ordinance or enacting a new ordinance or instrument of equal dignity. Accordingly, we find that an award of attorney fees and costs is justified. Therefore, the writ is granted as moulded, and this case is remanded to the Circuit Court of Jefferson County for the sole purpose of determining the proper amount of attorney fees and costs.

Writ granted as moulded and remanded.

From: John Barile [mailto:johngb@hotmail.com]
Sent: Sunday, October 05, 2014 6:46 PM
To: info@jeffersoncountywv.org
Subject: Comment on the "Zoning Ordinance Text Amendment related to Mass Gatherings/Events (ZTA14-02)

The following text and the attached document provide our comment on the "Zoning Ordinance Text Amendment related to Mass Gatherings/Events (ZTA14-02). John & Sally Barile

Comment on the "Zoning Ordinance Text Amendment related to Mass Gatherings/Events (ZTA14-02).

Each Mass Event must have some limits. A limit on a Mass Event's magnitude and duration should be of importance to communities in Jefferson County and to Jefferson County in particular. Mass events should not be allowed by Jefferson County without a magnitude limit and a duration limit.

Some information needs to be available before a Board of Zoning Appeal (BZA) Public Hearing. The Proposed Mass Event Organizer and Property Owner will supply some information on an application. Two numbers of particular importance are the anticipated number of participants and the total number of participants the property could properly handle or some lesser number the Organizer and Property Owner would accept as a maximum.

There needs to be a participants maximum number specified for a Mass Event before the BZA Public Hearing. The Mass Event participants maximum number should be used to determine the potential negative impacts on County personnel resources and the potential negative impacts to the nearby communities of the Mass Event site. After evaluating potential negative impacts, Jefferson County may decide to place a lower limit on the Mass Event maximum participant number or may decide that the Mass Event is not practical for the site due to significant negative impacts to nearby communities or significant negative impacts to the availability of Jefferson County personnel resources. There should be a magnitude upper limit and a duration upper limit accepted by the Mass Event Organizer before Jefferson County Approval.

Without limits on a potential Mass Event, the negative impacts on Jefferson County resources as well as the negative impacts on the nearby communities to the Mass Event could be extreme. Mass Events held in Jefferson County (by virtue of its proximity to major urban areas) could attract many participants to music festivals and other Mass Events. However, if these Mass Event thrive then the desirability for middle class homes and white collar professional businesses may be adversely impacted. This is particularly true if the Mass Events selected locations cause environmental, social, and/or economic impacts due to their specific locations and magnitudes.

If there is no limit to the Mass Event then the anticipated participants (say 15,000) may turn

out to be 30,000 (based on ticket sales). The Mass Event maximum capacity of the site can be determined prior to the BZA Public Hearing. The ticket sales number would not be known until after the Board of Zoning Appeals (BZA) Public Hearing. Therefore the Public Comments would address one magnitude of negative impacts while the actual negative impacts could possibly be far greater.

The anticipated participants versus the ticket sales to a Mass Event can make a big difference on the magnitude of the negative impacts on Jefferson County personnel resources and the negative impacts on the nearby communities involved. Also, if an organizer is planning a Mass Event for next year, it is highly probable, he will want to hold a similar event each year for several years. Therefore the negative impacts on the nearby communities and the negative impacts on the Jefferson County personnel resources will probably not be a single event. A new application must be required for each Mass Event each year with a new impact assessment, a new BZA Public Hearing, and with any new requirements applied as appropriate.

If a mass event is allowing camping then the number of participants per car may be only 2 due to the space required for camping gear. The longer the Mass Event duration the more camping gear and clothing may be needed. If there are 15,000 participants that could mean 7,500 vehicles, 30,000 participants could mean 15,000 vehicles. Noise and bright lights can be a disturbance to nearby communities particularly after midnight. The Mass Event should be required to monitor and make available the noise levels at the edge of their Mass Event site. The longer a Mass Event the greater the negative impacts on Jefferson County personnel resources. The longer the Mass Event the greater the negative impacts on the nearby communities. The longer a Mass Event the greater the alcohol consumed, the greater the drug use, and the greater the loss of sleep for participants and the nearby communities. This translates into a greater probability of participants having automobile or personal accidents, committing careless acts, or participating in vandalism to nearby communities. Although there maybe camping on the site some traffic will leave the Mass Event every day and some in the middle of the night.

The practicality of having a Mass Event in Jefferson County must be assessed for each occurrence and each specific Mass Event proposed. An assessment could be conducted by a team of personnel from the various Jefferson County Departments (such as, Sheriff's Office, Public Health, Emergency Services, and others) to determine if the departments have the readily available personnel to handle a particular Mass Event. Also, this team of personnel needs to assess the potential negative impacts that the Mass Event will have on nearby communities. This initial assessment should be based on the maximum capacity that the property area (site) hosting the Mass Event can practically handle. The maximum capacity should be based on the number of participants the site can handle allowing for vehicle parking, trailer camping, tent camping, toilets, wash rooms, vendors, performance areas, etc. The organizer of the Mass Event when locating the property will quickly assess a minimum and maximum number of participants that will provide his profit and a successful event. The Jefferson County staff can assess the validity of the maximum capacity provided by the Mass Event Organizer.

In the case of the "All Good Music Festival" the Sheriff's Office was given the anticipated number of vehicles as 5,000. The organizer stated at the BZA Public Hearing the anticipated number of vehicles to be 8,000. The organizers anticipated participant number to be 15,000. If ticket sales next year turns out to be 25,000 than the vehicle traffic will be 12,500. What is the maximum capacity of the proposed Mass Event on the chosen 350 acres? A football stadium must know its maximum capacity before receiving community approvals. Jefferson County and the nearby communities to a Mass Event have the right to know the Mass Event maximum capacity prior to a public hearing. Also, Jefferson County residents have the right

to expect the County to place upper limits on the negative impacts that Jefferson County will allow for each occurrence and each specific Mass Event.

John & Sally Barile
597 Pheasant Hill Road
Quail Run Community





WALTHER PRODUCTIONS, INC

October 1, 2014

County Commission of Jefferson County
Mass Gathering Ordinance
All Good Music Festival

Dear County Commissioners,

As we anticipate an answer from the BZA on whether the All Good Festival will be approved for a Seasonal Use Permit and a variance to extend to 5 days, the discussion progresses regarding the Mass Gathering Ordinance. As we have said previously in front of the County Commission, we support the Mass Gathering Ordinance and see it to be wise for the county to set guidelines and parameters on larger events such as the All Good Festival. The draft, as it's currently written, is fairly digestible for an event like ours, but could certainly be a deterrent for smaller events. We would suggest that other than protecting the interests of the county, the most important aspect of the Mass Gathering Ordinance would be for it to encourage larger events to sprout from or to bring their business to Jefferson County. With endless sets of circumstances, it seems prudent to maintain the allowance for variances within the ordinance allowing for adjustments to be made on a case-by-case basis. The set backs for instance may work with some events and make perfect sense, but may be prohibitive for others. The set backs are based from the property line and in a rural setting, set backs from a structure may be more appropriate. We would imagine the county would want events to be organized and run in such a way that works best for the community as well as the event, a rigid ordinance would not allow for this. With a flexible ordinance larger events will have a fair opportunity to do business in Jefferson County.

For your reference, we have included a copy of an Economic Impact Study that was done in 2010 by AC Entertainment Inc. as well as the speech addressing community concerns and economics that we drafted for the BZA hearing on September 25, 2014.

Thank you for taking the time to read this and to work on the mass gathering ordinance that will be so important to your community, your economics and the vitality of Jefferson County for many years to come.

Sincerely

Tim Walther
Junipa Contento

2801 Chevy Chase Cir
Jefferson, MD 21755
USA

PHONE (301) 834-4100
FAX (301) 834-3373
WEBSITE <http://www.walther-productions.com>



**Presentation by Tim Walther to the BZA on September 25, 2014:
Not all of this was presented due to time constraints.**

Economic Impact – Please see copy attached.

We had an economic impact study conducted by a third party, AC Entertainment, the same company that produces the largest campout festival in the country, Bonnaroo. This study shows that we brought as much as 2.1 million of revenue to WV in 2010.

We will promote Tourism. Many fans that will come to Jefferson County, have never been here, have never seen the beauty, may not be aware of the opportunities for outdoor adventures, the historic offerings of Harpers Ferry, the casino and racetrack or the charm of downtown Charles Town. They will return and support your economy.

Bringing revenue to Jefferson County

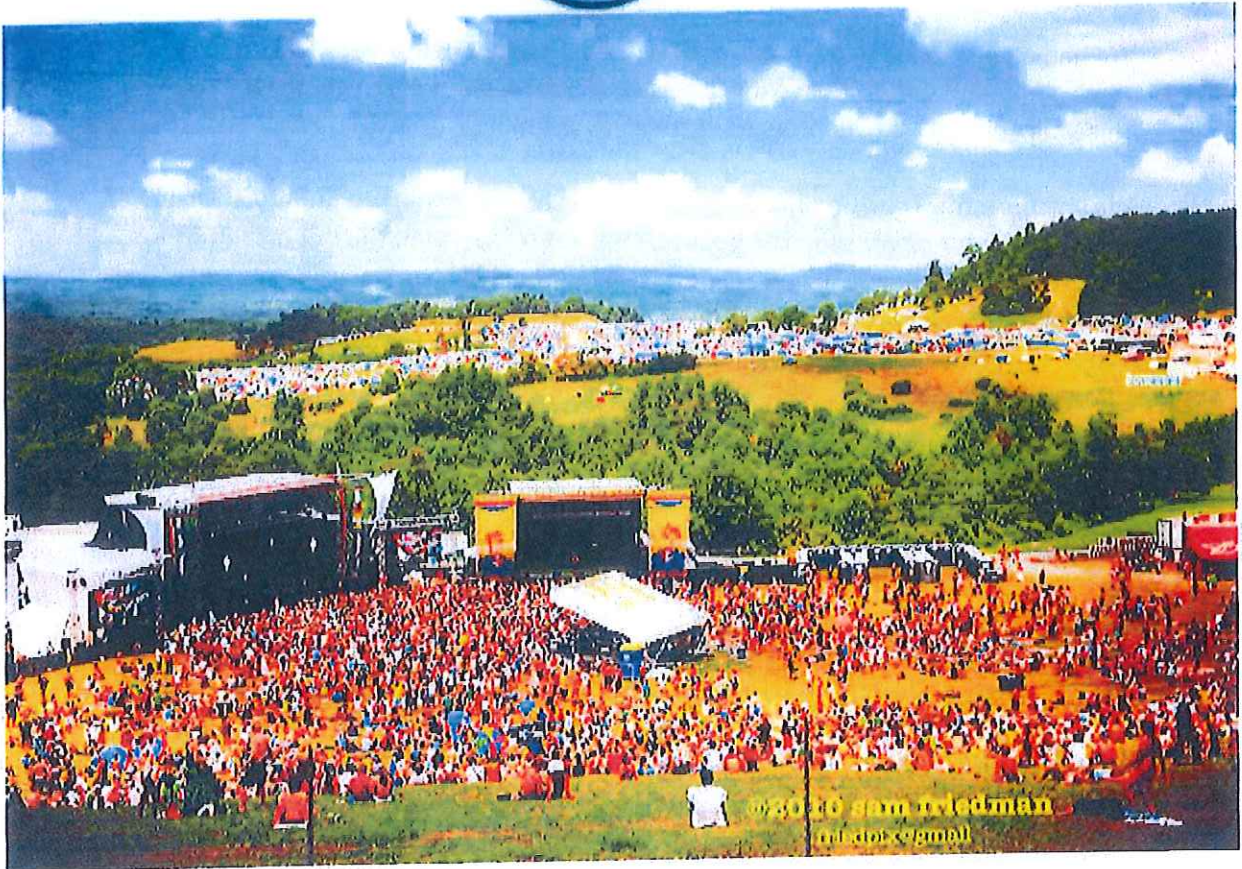
Given the opportunity, we will be a strong business partner to Jefferson County for many years to come. We have attended meetings this summer and have been keeping up with the discussions regarding the Mass Gathering Ordinance. We think the Mass Gathering Ordinance is a good thing for the county...It's wise to set guidelines and parameters on larger events such as ours. We realize the mass gathering ordinance is not finalized but we are prepared to and can readily comply with nearly everything that is in the Mass Event Ordinance draft for 8-12-14 PC Public hearing.

We have agreed to put up the \$60,000 surety bond. We have met w Sheriff Dougherty- we have discussed our traffic plan and we are working on the plan moving forward. We assured the sheriff that we will pay for the expenses for additional traffic control as well as any other expenses incurred from our event. We are offering a Zero Cost, All Revenue event for Jefferson County as we have delivered to Licking County in Ohio for our past 2 festivals.

The residents may ask how is that possible considering what we have heard from Preston County. Preston County did not substantiate their expenses in 2010 and the expenses are not presently being substantiated. We can only work with facts.

We are going to bring music, culture and revenue into Jefferson County.

Thank you for the opportunity to speak on behalf of our Festival and we are looking forward to it being all good in Jefferson County.



ECONOMIC IMPACT OF THE ALL GOOD MUSIC FESTIVAL ON THE WEST VIRGINIA ECONOMY

PREPARED BY AC ENTERTAINMENT, INC.

KNOXVILLE, TN

September, 2010

Introduction

Introduction

More than 25,000 patrons, fans, musicians, staff, volunteers, and technicians arrive in Preston County, West Virginia during the second week in July for the All Good Music Festival and Campout. With less than 30,000 people in Preston County, All Good almost doubles the population which creates a variety of economic activity in Masontown, Kingwood, Preston County and West Virginia as a whole. The short term economic impact of activities of All Good and its attendees is the focus of this report.

All Good Breakdown

The All Good Music Festival and Camp Out is an annual weekend-long event held in July. The festival celebrated its 14th anniversary in 2010. Since 2003, the festival has been held in Masontown, West Virginia (Preston County) on Marvin's Mountain Top.

All Good offers a 4 and 3 day festival pass as well as a VIP experience. General admission passes range from \$129 to \$200 and VIP passes range from \$399 to \$500 (additional passes for RVs (\$50), RV campions pass (\$45), child pass (\$75), locals pass (\$100), and a Sunday pass (\$95)).

In 2010, All Good had over 23,000 patrons from all 50 states and 6 countries. The majority of the patrons arrived in one of the 10,300 vehicles. Additionally, there were 1,260 workers (does not include vendor's workers), 610 volunteers and 63 vendors. The main festival route comes from Interstate 68 to Route 7 through downtown Masontown. Patrons also utilize Co Route 14/4, Co Route 52 from Route 26 and Route 50 from Interstate 81.

Site build for All Good started on June 29th with the takedown completed by July 16th. The 2010 festival days were July 8, 9, 10 and 11.

Methodology

The total impact of All Good on the Preston County economy is measured by the expenditures/income for site operations, patron spending and direct gifts. Direct expenditures, indirect impacts, secondary measurements and induced effects are all calculated in 2010 dollars.

Direct impacts of on-site operations were estimated through the accounting information provided by the festival's organizers. Direct impact operations include fuel, construction, sanitation, local staffing, towing, auto sales, fire department, police department, water, food, hardware, security, equipment rental, hotels, and more. Direct impact also includes festival sales tax. Attendee impacts are more difficult to calculate but using survey data, travel location, and on-site consumption conservative numbers were estimated.

It is also important to note that impact calculations were made only for the festival within Preston County and West Virginia. Therefore spending outside of West Virginia by the organizers, vendors or the fans is not included. The festival has created a greater impact outside of these specified areas but this report focuses solely on the geographic areas highlighted above. Lastly, the tax rate is based on West Virginia's 6% rate.

Results

Results

The overall impact of All Good Music Festival on West Virginia is \$2.1M + and the overall impact on Preston County is more than \$694,600. Below is a breakdown of the overall impact:

- \$387,600 + spent by festival organizers in Preston County (i.e. water, towing, sanitation, excavating, hardware, petroleum, land, etc)
- \$462,000 + spent by festival organizers outside of Preston County but within West Virginia (i.e. machine rental, security, food, car rental, office supplies, hardware, decorative supplies, etc)
- More than 1,100 room nights booked, generating more than \$90,000
- \$121,500 + in sales tax (tickets, merchandise, food and beverage sales)
- Estimated \$141,000 + spent by West Virginia residents attending the festival
- Estimated \$307,000 spent in Preston County by festival attendees at C-stores (includes gas and incidentals). Another \$831,000 was spent outside of Preston County but in WV by attendees at C-stores
- 28 jobs created and filled by local residents generating \$31,500 in income. It is important to note that these numbers do not include the local companies and unions, or secondary jobs that were created
- \$30,000 + impact to local, regional and national non-profit organizations:
 - \$14,000 + donated within Preston County benefiting the Preston County High School Music Program, Reedsville Fire Department, County Commission and Masontown Volunteer Fire Department. Additionally, more than 1,000 pounds of food were donated to the Preston County Food Bank
 - \$8,500 + donated within West Virginia benefiting Friends of Deckers Creek, WV Women's Works, Mountain Justice and Carbonfund.
- In addition, All Good composts organic trash, uses of biodiesel, recycles all plastic, glass and aluminum. This requires all vendors to use compostable plates, napkins and utensils. Additionally, with the help of Trees for the Future the festival planted more than 19,000.

The All Good Music Festival generates an immediate impact Preston County and West Virginia and an unprecedented level of economic activity. The direct impact to local business, residents and government is generated by the festival organizers and fans that attend the festival. As the local area becomes more attractive to new business it will continue to grow and the festival will be able to continue to invest in the area. Local business, residents and local government are all directly impacted by the festival, organizers and attendees of All Good.

Good afternoon, I am Tim Walther, co-founder and producer of what will be the 18th All Good Music Festival and Campout...thank you for your time and consideration today. I am thrilled to have the opportunity to present our side of the story.

Here's A little background:

Junipa Contento and I founded and incorporated Walther Productions in 1996. We started with no capital, a fax machine and a hand full of fliers. We have been fortunate enough to build a career in the music business. We have been bringing quality music into this region for nearly 20 years and have an impeccable reputation for conducting business in an honorable and respectable manner. In the music business your reputation and your integrity are imperative to your survival.

Based out of Jefferson, MD, we currently produce 120+ club shows a year in Baltimore and DC at venues such as 9:30 Club and Rams Head Live, we manage a nationally touring band and we produce 3 festivals a year. In 2012 the All Good Festival was nominated for Music Festival of the Year by Industry Leading Pollstar Magazine. The industry subscribers, our peers, voted All Good for festival of the year based on many factors such as production, operations, art installations, success, reputation, professionalism, and artist lineups.

The All Good Festival has been our baby for 18 years and has graduated to adulthood. Our goals have always been to bring a mix of groundbreaking and established bands into a music loving and peaceful environment and doing so in a safe and professional manner.

We have brought together a world-class team of department managers that work these events year round and specialize in site operations, production, traffic, security, parking, gate-processing, vending, trash and recycling, waste removal, and more. Our festival has changed lives; weddings have taken place, life long friends have been made, bands have seen exponential growth and we have fueled the entrepreneurial spirit.

We are proposing to bring a nationally acclaimed, cultural music and arts festival to Jefferson County. Music is universal, live music heals the soul, I would say that one of the best experiences in life is enjoying live music amongst friends and family. Junipa and I are parents, we are professionals, we care deeply about all aspects of our operation and we will be good neighbors.

The Community:

We are aware of the misleading-information that has circulated throughout the neighboring community and I have read the letters that the citizens have sent to the BZA. With awareness of these concerns, I went door to door to all of the adjacent properties to hear what the neighbors had to say. I spoke to about 15 residents. The

main concerns were the number of attendees, traffic, safety, length of the event, drugs, trash and the curfew. We appreciate the opportunity to address these issues now:

Contrary to rumors suggesting we will bring 30 – 60,000 fans, we are realistically expecting 15 to 20. We sold 22,000 tickets in Preston County in 2011 following 8 years of building the audience at the same location. When we moved to Ohio, we sold 16,500 in 2012 and 11,500 in 2013. Standardly an event loses 30% of its attendance when moving locations. We are moving locations, we have taken a year off, we saw our numbers drop by 50% from 2011 to 2013. Plus there has been a significant increase in competition with many emerging camp-out festivals. We hope to do more considering we broke even in 2012, lost a fortune in 2013 and had no All Good in 2014, ... we are not shooting low when we say we are expecting 15 to 20,000.

In regards to traffic, a traffic plan was presented to the BZA on 9-25-14 which should alleviate most concerns.

As far as the length of the event:

The festival itself will be 4 days with a Monday morning exodus. Our festival has been a 4-day festival for many years. We created a 4-day event in order to minimize traffic and to ensure the safety of the community and the patrons. By having our festival begin on Thursday, we spread out the incoming traffic over the course of 2 days, allowing us to significantly better manage the traffic, to better search vehicles and to process approximately 90% of the traffic during daylight hours.

4 Days allows for a much safer way to deal with traffic both inside and outside of the venue. With the option of camping on Sunday night we minimize the chances of people driving tired or under the influence and we once again spread out traffic w approximately 90% exiting during day time hours. A 3-day event starting on Friday is problematic as it would lead fans to getting into town on Thursday night with nowhere to go until gates open at daybreak on Friday, it would make traffic extremely difficult to manage as everyone would show up at the same time on Friday and it would most certainly interrupt weekend traffic through Charles Town.

In regards to our desire to have a 3:00 am curfew:

The fans that spend over \$200 for a ticket and another \$300 for travel, food, gas and supplies, are coming to see as much music as they can for their money. They are fanatical music lovers that are accustomed to our festival and other festivals providing music until 3 to 4 am and even sometimes until sunrise. These fans see these bands in clubs that close at 2 to 3 in the morning, they are used to live music going this late. It's part of their lifestyle.

Most importantly the later curfew creates a safer and more controlled environment. If the music ends early, the fans will wander around the site, hang out at their campsite or drive into town looking for something to do. By programming music until 3:00 am you centralize everyone that is still awake into one concentrated area and you maximize your control of the crowd. It's easier to control a large number of patrons in one central location, then it is when they are spread out around the entire site.

By going until 3:00 am, everyone remains on site, people gradually go back to their sites throughout the night to go to sleep and the ones that want to see every second of music will head back for sleep as soon as the music ends. The later curfew is the safest way to go for the patrons and for the community.

As far as safety goes:

Our festival will be self-contained. We process and manage the traffic and our patrons. We will keep the festival contained within its boundaries, leaving the community safe and one step removed from the event. As a direct result of speaking to the residents and from reading the letters to the BZA, we will do the following;

In addition to the 6 foot perimeter fence around the rest of the site, we will put up an 8-foot temporary chain link fence with a green wind screen, set back 150 feet from Witherslarue Road as a separation between Quail Run and the festival. This fence setback from Witherslarue will provide a nice aesthetic along the road, create a larger buffer and visually separate the community from the festival. If our ticket sales are low we will move this fence further off the road to create a larger buffer. We will park and camp the venue from the inside out leaving as much open space as possible between Witherslarue and our parking and camping areas.

We will not permit patrons to leave the venue on foot without us removing their \$200 wristband. This will discourage nearly if not everyone from leaving the venue. Only vehicles will be permitted to leave the event for medical reasons or to re-stock on supplies.

As standard practice, we will do the following:

For the safety of our patrons and the community, we will search all vehicles upon entry for weapons, bottles, drugs etc and will coordinate this procedure with the sheriff's department. We will set up port-a-johns along the routes to the festival and we will sweep the streets for trash as necessary. We will post signs along the routes for patrons to remain in their vehicle. We will administer hang-tags for affected neighborhood vehicles as to alert our staff and the police to expedite residents to where they need to go. We will assign a festival representative to address community concerns that will be available 24/7. All residents will have our representative's cell number and he will be quick to respond.

As far as drugs are concerned:

We, nor our employees are advocates for drugs. We are festival producers, we invite music lovers to come and enjoy their favorite music and community experience of the summer. The vast majority of our fans are middle class college educated folks coming out to enjoy music, nature and one another. Our fans will be the friendliest and most peaceful group of people that you will ever meet.

This next subject is a very sensitive:

In the letter to Bob Alcheson from the Preston County Sheriff, you will notice that the Sheriff mentioned multiple times that we worked closely with them and always supported their efforts. We always work closely with local Sheriff Departments and we always respect their lead in community safety and law enforcement. The Preston County Sheriff worked well with us in 2009 and 2010, but for some reason, the Sheriff worked against us in 2011.

As the Sheriff stated in his letter, they took the money that they collected from us through the ordinance and hired additional officers for a total of 100 officers. With those officers they stopped nearly every vehicle, including local traffic, from all routes leading to our festival. They continued to stop most vehicles on the local roads throughout the weekend. They made a number of arrests and wrote many citations, most of which took place off the festival property and most of which were for possession of marijuana. These arrests were not distinguishable between local residents and festival-goers.

Can you imagine the number of arrests and citations that they would make if they stopped every car leaving a WV football game? Would it be 500 arrests, 1,000 citations?

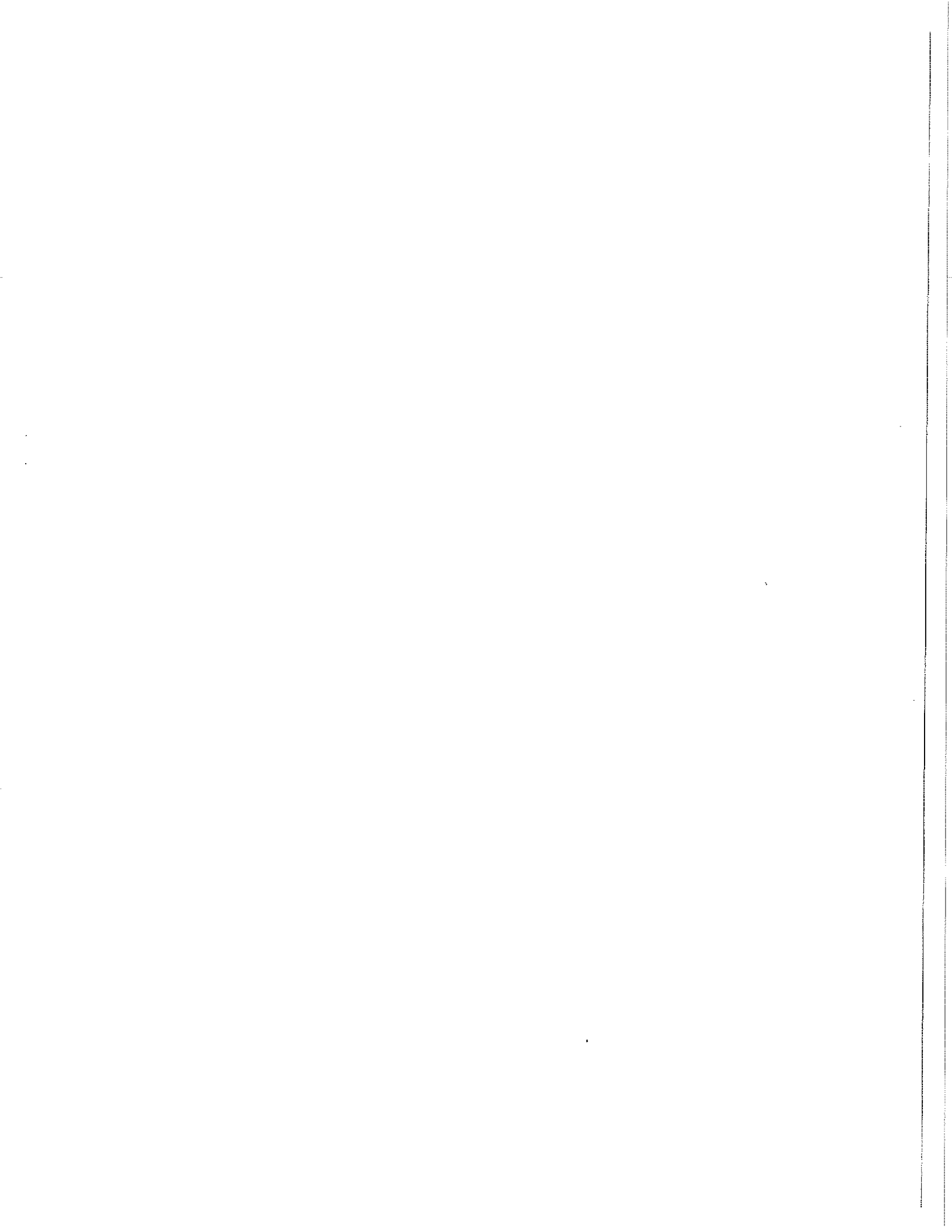
When we moved to Ohio and worked with a Sheriff's Department that was supportive of the event with a focus on safety and community, it was a whole different story. The Licking County Sheriff's department chose to utilize 20 officers, on our dime, and had 2 arrests the whole weekend. What a difference an approach can make.

We have submitted to Sheriff Dougherty an After Action Report prepared by Colonel Dennis of the Licking County Sheriff's Department that will substantiate the fact that only 2 arrests were made at All Good festival 2012. I am confident that we can work well with the Jefferson County Sheriff's department and have a similar result as we did in Ohio, a safe and successful All Good festival with limited issues and hopefully no arrests.

We are good people making an honest living. We treat people the way that we would like to be treated. We stand by our word. We always strive to do the right thing. We are very good at what we do and we go above and beyond to safeguard the community, to deliver a world-class festival to the fans, and to leave nothing but footprints. I do realize that proof is in the pudding, but I will say it once again. We will be an all good neighbor.

All Good Music Festival

— Tim Walther, Junipa Contento



Mass Event Ordinance

Please accept my comments on the proposed ordinance.

Mark Dyck

1. BZA versus Planning Commission

It is the purpose of the Zoning Ordinance to provide specificity on uses and then have the uses submitted and approved according to the terms and conditions of the Zoning and Subdivision Ordinances. The BZA currently reviews applications that cannot be processed without further guidance on land use.

It would seem that the proposed Mass Event ordinance are now highly regulated with clarity on all issues. Given this control it would seem that the application would be properly heard in front of the planning commission. There are several reasons for this;

- a. If the application is technical in nature it will require significant engineering and planning review prior to approval by a County board. This review process is similar to the processing of a site plan and will require a large investment by the Applicant. This type of investment is not appropriate or fair when it is subject to a discretionary decision by the BZA.
- b. The Planning Commissions meeting schedule is more regular and more applicable to a detailed submission.
- c. The BZA is required to take action within 45 days of submission, by state code. It will be difficult to meet this time frame when approval is required by the BZA.
- d. It would not change the public's ability to comment on an application, it would simply change the venue.

2. Terms Defined – Mass Event

- a. Most events do not start until noon on any given day. It would be beneficial for all applicants to have a day defined as noon to noon (or 10:00am to 10:00am) as opposed to midnight to midnight. With the current definition most applicant would lose half a day on multi day events.
- b. *"It should be noted that this definition does not apply if the event occurs entirely within a lawful permanent structure no on a property so long as the structure or property has a site plan specifically developed and approved for the purpose of hosting such an event".* Consider replacing the underlined section with "an approved site plan compatible". It will be very difficult to predict what events may occur in the future. Revising the definition would provide the County with important flexibility as it pertains to events.
- c. *"Any such non-conforming event must follow the requirements of the Ordinance and must also obtain a Zoning Certificate"* It is unlikely that existing non-conforming events will be able to follow the requirements of the Ordinance. Obtaining a Zoning Certificate also seems like an unnecessary burden. The County Fair would likely not meet this requirement of the new definition, suggest deleting this sentence.

3. Terms Defined – Seasonal Use

- a. See comments 2.b and 2.c.

4. Section 9.8 Seasonal Uses

- a. The section as worded would require the approval of all permits prior to the BZA approval.
- b. These permits (and others) are not optional regardless of the decision by the BZA. There is no risk to the BZA approving an application prior to having these permits.

Section 8.16 Comments

8.16.A.2 – unless the person signing is the managing or has the legal authority to sign for all Owner's

8.16.A.4 – see below

- The bond amount should be reduced by 50% if a separate agreement to cover cost is signed with the Sheriff.
- Prior to expending any money on non-emergency items the County must notify the applicant in writing of the expenditure and give the Applicant the ability to cure the situation that is causing the expenditure.
- Prior to expending any money on non-emergency items all Agencies must notify the applicant and the County in writing of the expenditure and give the Applicant the ability to cure the situation that is causing the expenditure.

8.16.A.5 – notice is sent to the land owner as identified in the tax records. Notice may not be sent to a tenant and the Applicant has no way of acquiring the tenants address.

8.16.A.5 – proposed access route is not defined. Suggest changing the language to;

- All properties within 1,000 of the mass event property
- All land owners who front the primary access routes where queuing may occur within 1 mile of the property.

8.16.A.6. – For clarity each entity should be dealt with in a separate paragraph.

8.16.A.6.a -- see below

- Private contracts between non-governmental agencies should not have to be submitted as part of the public record. They are proprietary.
- Expecting these contracts to be finalized at this hearing is premature. Agencies have no requirement to enter into these agreements and may not want to spend their resources doing so when the application may be denied by the BZA. To make the section better I would suggest;
 - Address public and private entities in separate sections.
 - The Applicant be required to notify the Sheriff's Office, EMS, closest Fire Station, 911 of the event;
 - Provide them a copy of the application to comment on.
 - If requested by the agency a formal agreement will be signed and submitted 30 days prior to the event.

- Applicant shall submit in writing to the County the name of a licensed garbage removal company and towing company 30 days prior to the event.

8.16.A.6.b – see below

- The Applicant should be required to notify County Health Department and WVDOH of the event.
- If required permits and/or agreements must be submitted 30 days prior to the event.

8.16.A.6.c – the last paragraph of this section does not make sense in this location. Is the ordinance attempting to give the BZA unlimited insurance discretion over events? Suggest removing this section.

8.16.A.8.d – what is the event fee, please clarify.

8.16.B.1 – show all structure within 50' of the property line and all residential structures within 500' of the property line.

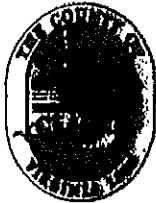
8.16.B.4 – all setbacks should be 50' from any property line and the noted distance from a residential structure.

8.16.B.4.d – change to residential structures.

8.16.B.5 – Mass event should be permitted for up to 7 days. An example would be a Boy Scout retreat, renaissance festival or some similar function. The last day of an event lasting more than 4 days would be restricted to departure activities only.



Clarke County Board of Supervisors



Berryville Voting District
J. Michael Hobert – Chair
(540) 955-4141

Buckmarsh Voting District
David S. Weiss – Vice Chair
(540) 955-2151

Millwood Voting District
John R. Staelin
(540) 837-1903

Russell Voting District
Barbara J. Byrd
(540) 955-1215

White Post Voting District
Bev McKay
(540) 837-1331

County Administrator
David L. Ash
(540) 955-5175

September 24, 2014

J. Tyler Quynn, Chair
Jefferson County Board of Zoning Appeals
124 E. Washington Street
Charles Town, WV 25414

Dear Mr. Quynn:

My name is Barbara Byrd and I represent the Russell District on the Clarke County, Virginia Board of Supervisors. I am writing to you to express grave concerns that I have regarding the seasonal use event and variance requests by Mark Dyck (consultant) on behalf of Tim Walther and Junipa Contento for a five-day music festival and "camp out" (the "All Good Music Festival") proposed for 261 Berry Hill Farm Lane.

I have had an opportunity to review the case packet including the numerous letters and emails provided by your citizens in opposition to this proposed event. I am also aware that if this event is as popular as previous All Good Music Festivals, our two counties could expect in excess of 30,000 attendees. I share many if not all of the concerns expressed by your citizens regarding noise, crime, and adverse impact on property values but my greatest concern is with the potential for very serious traffic safety issues that would result from this event. I am very familiar with our shared road network having been a resident of the area for many years. I cannot see how the massive volume of traffic from thousands of festival patrons can be managed in a safe and efficient manner at this location.

As I am sure you are aware, Withers Larue Road is an old, narrow wagon road with several blind hills and virtually no shoulders, no dividing line, an at-grade rail crossing, and very poor sight distance at its intersection with U.S. 340. It is my understanding that the event organizers plan to limit ingress-egress directly to U.S. 340 by funneling traffic into Clarke County via Summit Point Road. This road is only marginally wider than Withers Larue Road but also has poor horizontal sight distance in several places and insufficient shoulders. Dumping hundreds and potentially thousands of additional vehicles on Summit Point Road with the ever-increasing commuter traffic, horse trailers, and farm vehicles is a recipe for accidents and gridlock. I also shudder to think about the additional safety issues of vehicles attempting to avoid this route by using Franklinton and Lewisville Roads – both of which may be even more unsafe than Withers Larue Road.

I strongly urge you and your fellow Board of Zoning Appeals members to deny both of these applications specifically on the grounds that our shared road network is woefully inefficient to handle an event of this magnitude.

Sincerely,



Barbara Byrd
Clarke County Board of Supervisors

Cc: J. Michael Hobert, Chair, Board of Supervisors (Berryville District)
David Weiss, Vice-Chair, Board of Supervisors (Buckmarsh District)
John Staelin, Board of Supervisors (Millwood District)
Bev McKay, Board of Supervisors (White Post District)
David Ash, County Administrator
Jennifer M. Brockman, Director of Planning, Jefferson County

-----Original Message-----

From: 4glovers [<mailto:4glovers@comcast.net>]

Sent: Monday, October 13, 2014 2:08 PM

To: walterpellish@mac.com; vinemont@frontiernet.net;
dmanuel@frontiernet.net; patsynol@gmail.com; lynwidmyer@gmail.com;
info@jeffersoncountywv.org

Cc: Paul Espinosa; lawrencefordelegate@hotmail.com;
stephen.skinner@wvhouse.gov; vicki.l.pendell@wvago.gov

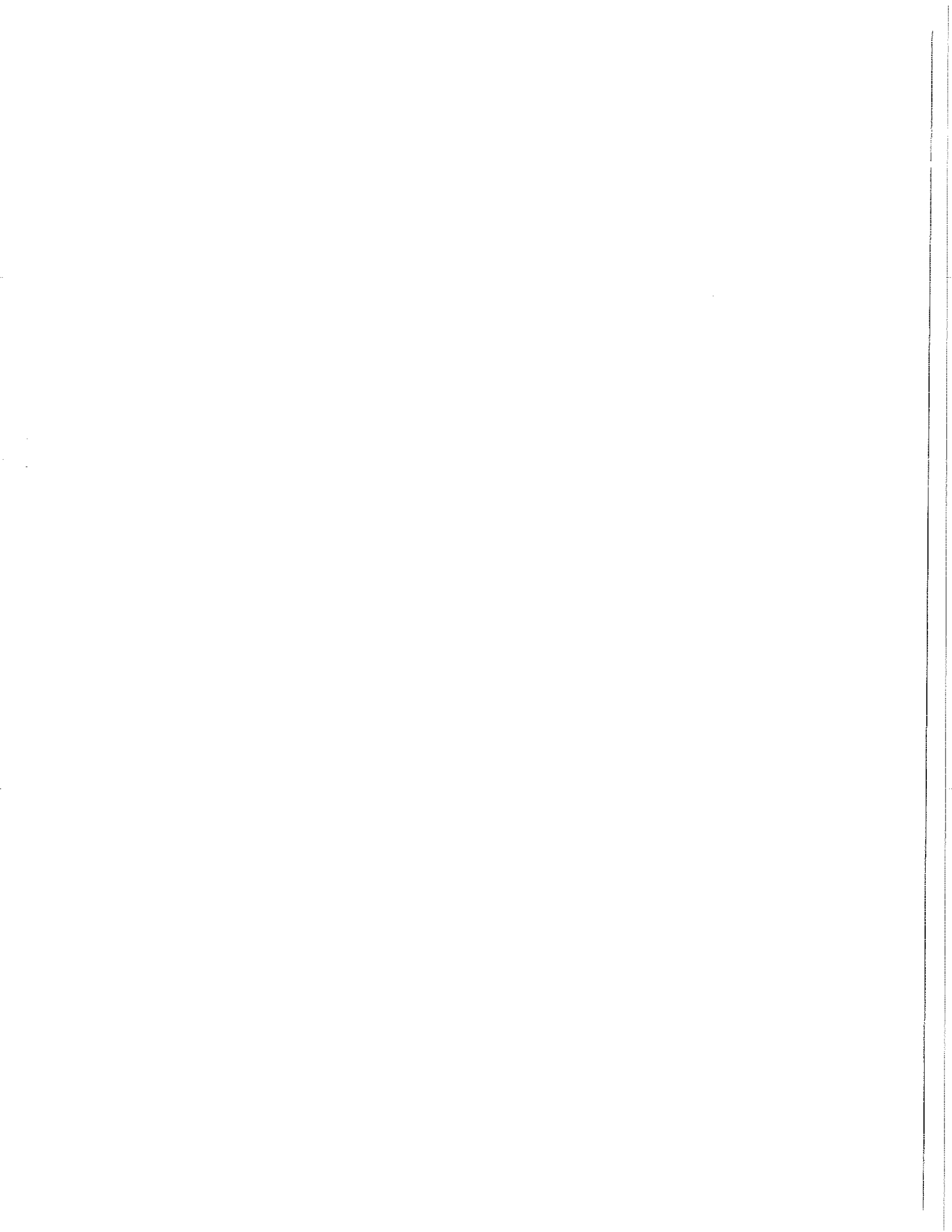
Subject: Mass Gathering Ordinance concerns

County Commissioners:

Given the BZA's recent decision to unanimously allow the "All Good Festival and Camp Out" to hold a venue in Jefferson County, I don't see why there needs to be a new ordinance written for these types of events. The county already has an ordinance that states that camp outs and performing arts are not permitted in a rural zone

(<http://www.jeffersoncountywv.org/uploads/planning/Jefferson%20County%20Zoning%20and%20Land%20Development%20Ordinance%20-%20as%20amended%20June%201,%202014.pdf>), and yet the BZA has ignored their own ordinance and allowed this to happen anyway. What's the point of having laws, rules, ordinances, if they aren't going to be enforced? Seems like a waste of taxpayers money to me.

Sincerely,
Matthew Glover
318 Pheasant Hill Road
Summit Point





Jefferson County, West Virginia

Departments of Planning and Zoning

116 East Washington Street, 2nd Floor
Charles Town, WV 25414

Email: planningdepartment@jeffersoncountywv.org

Phone: (304) 728-3228

Email: zoning@jeffersoncountywv.org

Fax: (304) 728-8126

MEMORANDUM

TO: Planning Commission
FROM: Jennifer M. Brockman, AICP,
Director, Planning and Zoning/Acting Zoning Administrator
DATE: September 9, 2014
RE: Distribution, discussion, and possible action related to input received on
the proposed text amendment to the Zoning Ordinance (ZTA14-02)
regarding Mass Event Regulations.

At the August 26, 2014 Planning Commission meeting, it was determined that the September 9, 2014 Planning Commission meeting should be dedicated to the discussion of and action on the Envision Jefferson 2035 Comprehensive Plan and that the Zoning Ordinance text amendment related to Mass Events (ZTA14-02) should be put on the October meeting. However, at the County Commission's August 28, 2014, the Commission voted to request that the Planning Commission take action on the draft ZTA14-02 and forward it to the County Commission for their consideration at the next scheduled Planning Commission meeting. Therefore, this item has been added to the agenda.

Attached are all the written comments received before, at or after the Planning Commission Public Hearing as well as the minutes of the Public Hearing (a part of the August 12, 2014 PC Meeting) and a red-lined version of the draft incorporating Mr. Rockwell's comments. We have also attached the original draft provided to the Planning Commission on March 11, 2014 as well as the version for which the August 12, 2014 Public Hearing was held.

On August 21, 2014, a meeting was held between staff and some of the stakeholders that spoke at the Public Hearing to address some of the concerns discussed at that meeting. In essence, the two primary concerns appear to be applicability and clarifying that existing events are grandfathered in. It has also become clear that we either need to retain the provision for "Seasonal Uses" with some added processing criteria or have a multi-tiered Mass Event process so that all events that do not qualify as a Rural Reception Event or agritourism event have a process by which they can be considered for approval. To that end, staff has drafted a potential revision to the definition that may address these concerns, however, there are still gaps in these provisions:

Section 2.2 Terms Defined

Mass Event Any outdoor gathering of more than ~~4000~~ 5,000 people/day (midnight – midnight) on any parcel or contiguous parcels; regardless of the length of time or type of activity, and which involves overnight stay in temporary shelters. A Mass Event may be permitted to occur in the Rural Zoning District or any

commercial zoning district and is prohibited on a property in any residential zoning district provided that it processes according to the requirements of Section 8.16 of this Ordinance.

It should be noted that this definition does not apply if the event occurs entirely within in a lawful permanent structure nor on a property so long as the structure or property has a site plan specifically developed and approved for the purpose of hosting such an event. In addition, this Section does not apply to events conducted by local or state or federal government on land owned by or in which there is an interest by said government body.

Section 4.3 "Nonconforming Use" of this Ordinance applies to the continuation of all activities, festivals and events that legally existed and regularly operated before the adoption the Zoning Ordinance. Further, the expansion clause of Section 4.3 shall not serve to limit the number of attendees allowed at such pre-existing legal non-conforming events, so long as the event occurs entirely within the confines of the existing parcel or structure where it became an otherwise lawful non-conforming use. Any such non-conforming event must follow the requirements of the Ordinance and must also obtain a Zoning Certificate.

Seasonal Use A use that is carried on for not more than a single three day consecutive period in each of the four solar seasons and involving over 1,000 people per day, and not meeting the definition of a Mass Event, a Rural Reception Event or agritourism, as determined by the Zoning Administrator .

It should be noted that this definition does not apply if the event occurs entirely within in a lawful permanent structure nor on a property so long as the structure or property has a site plan specifically developed and approved for the purpose of hosting such an event. In addition, this Section does not apply to events conducted by local or state or federal government on land owned by or in which there is an interest by said government body.

Section 4.3 "Nonconforming Use" of this Ordinance applies to the continuation of all activities, festivals and events that legally existed and regularly operated before the adoption the Zoning Ordinance. Further, the expansion clause of Section 4.3 shall not serve to limit the number of attendees allowed at such pre-existing legal non-conforming events, so long as the event occurs entirely within the confines of the existing parcel or structure where it became an otherwise lawful non-conforming use. Any such non-conforming event must follow the requirements of the Ordinance and must also obtain a Zoning Certificate.

Section 8.16 Mass Event Regulations (proposed language)

A Mass Event ~~is any outdoor gathering of more than 1000 people on any parcel; regardless of the length of time or type of activity. Such event shall~~ may be permitted to occur in the Rural Zoning District or any Commercial Zoning District, provided that it processes according to the following requirements:

Section 9.8 Seasonal Uses

Seasonal uses must be ~~approved~~ considered for approval by the Board of Zoning Appeals pursuant to a public hearing, approval of required permits by the Board of Health, the WV Department of Highways, a Traffic Control Plan in conjunction with the Sherriff's Department, and further requiring the submission of a Concept Plan in accordance with Section 8.16B for administrative review and approval. Newspaper notification requirements of Section 3.4A.3.b apply. Seasonal uses cannot be approved for longer than one year at a time.

This request is on the agenda for the purposes of discussion and to request that the Planning Commission schedule a Public Hearing on this Ordinance at the August 12, 2014 Planning Commission meeting.

Please note that once referred to the County Commission, they will also be required to hold a separate Public Hearing prior to making final revisions.

Attachments:

- 3-11-14 Original Draft
- 8-12-14 Public Hearing draft



PROPOSED AMENDMENTS TO THE ZONING ORDINANCE
RELATED TO MASS EVENTS (ZTA 14-02)

DELETE THE FOLLOWING SECTIONS:

Section 2.2 Terms Defined

~~Seasonal Use — A use that is carried on for not more than a single three day consecutive period in each of the four solar seasons.~~

~~Section 9.8 Seasonal Uses^{6,7}~~

~~Seasonal uses must be considered by the Board of Zoning Appeals pursuant to a Public Hearing. Newspaper notification requirements of Section 3.4A.3.b apply. Seasonal uses cannot be approved for longer than one year at a time.^{17,21}~~

ADD THE FOLLOWING SECTIONS:

Section 2.2 Terms Defined

Mass Event Any outdoor gathering of more than 1000 people on any parcel; regardless of the length of time or type of activity. A Mass Event may be permitted to occur in the Rural Zoning District or any commercial zoning district and is prohibited on a property in any residential zoning district.

Section 8.16 Mass Event Regulations

A Mass Event is any outdoor gathering of more than 1000 people on any parcel; regardless of the length of time or type of activity. Such event shall be permitted to occur in the Rural Zoning District or any Commercial Zoning District, provided that it processes according to the following requirements:

- A. Approval of all Mass Events shall require the submission of an application and Public Hearing before the Board of Zoning Appeals, in accordance with the following criteria:
 1. Each Mass Event must be the subject of separate application and Public Hearing.
 2. Any application must be submitted by and with the original signature of all persons or entities with ownership interest in the parcel on which the event is proposed.
 3. Each Mass Event application shall require a Public Hearing before the Board of Zoning Appeals at least 180 days in advance of the planned event. The application fee for said hearing shall be based on the projected number of attendees and whether participants may spend the night at the event:

a. 1,000 – 2,000 attendees	\$200
b. 2,000 – 5,000 attendees	\$300
c. 5,000 – 10,000 attendees	\$400
d. Over 10,000 attendees	\$500
 4. In addition to the application fee for the Board of Zoning Appeals hearing, the applicant for any Mass Event must post a Letter of Credit (LOC) or Cash-in-Escrow Bond, payable to the Jefferson County Commission, from a bank or financial institution within a 150 mile radius of Charles Town, WV, to cover any unexpected costs to the County related to the Mass Event, based on the sliding scale below. Said LOC or Cash Bond shall be posted after

approval by the Board of Zoning Appeals, but at least 45 days in advance of the event and shall be submitted as an additional condition of the issuance of a zoning certificate.

- a. 1,000 – 2,000 attendees/day \$2,000/day
- b. 2,000 – 5,000 attendees/day \$5,000/day
- c. 5,000 – 10,000 attendees/day \$10,000/day
- d. Over 10,000 attendees/day \$15,000/day

The applicant shall be required to meet with County staff, including representatives of legal, finance, planning, zoning and the agencies referenced in Subsection 6 below, within 60 days of the close of the event to discuss any issues or concerns with the event and to determine if there were any unexpected costs to the County. Each agency referenced in Subsection 6 and any other County or Regional agency which incurred costs related to the Mass Event shall provide a full accounting of costs incurred and a letter of release stating that all of their costs had been reimbursed by the applicant, which shall be provided at the 60-day meeting. Any unexpected costs to the County related to the Mass Event which were not paid by the applicant shall be chargeable against the bond required to be posted herein. After 90 days, the applicant may request the return of any remaining value to the Letter of Credit (LOC) or Cash Bond, which shall require action of the County Commission.

- 5. The Public Hearing must comply with notice requirements of the Zoning Ordinance. In addition, the applicant must send written notice and a copy of the application first class mail postage pre-paid to all adjoining land owners and all land owners within 1000 feet with land fronting on any proposed access route.
- 6. The following supplemental site preparedness information shall be addressed and shall accompany the application prior to the Board of Zoning Appeals Public Hearing:
 - a. Applicant for Mass Event must consult with local law enforcement, EMS/Fire, 911 agencies, a licensed garbage removal company, and a licensed towing company. The applicant shall develop a written agreement with and a contract to cover all costs of said agencies which satisfy their public safety and clean up or maintenance concerns. Such written proof of said agreements and each signed contract shall be submitted with the application for consideration at the Public Hearing required herein and, again, prior to issuance of a Zoning Certificate if the hearing is greater than 270 days prior to the event.
 - b. Applicant for the Mass Event must have and submit with the application written approval from the County Health Department for the provision of adequate potable water and proper sanitation facilities for the event. Applicant will also contact the WV Division of Highways to inform them of the proposed temporary event/use and discuss any traffic control and entrance concerns they might have with the proposed temporary activity. Applicant shall submit a signed letter of agreement from both the County Health Department and the WV Division of Highways with the application for consideration at the Public Hearing required herein and, again, prior to issuance of Zoning Certificate if the hearing is greater than 270 days prior to the event.
 - c. The applicant shall provide written proof of appropriate general commercial liability insurance coverage which specifically covers the Mass Event based on the following sliding scale:

i. 1,000 -- 2,000 attendees/day	\$500,000
ii. 2,000 -- 5,000 attendees/day	\$750,000
iii. 5,000 -- 10,000 attendees/day	\$1,000,000
iv. Over 10,000 attendees/day	\$2,000,000

The Board of Zoning Appeals may take into consideration any past Mass Event on the same parcel by the same applicant in considering whether to grant the application and/or additional conditions or restrictions placed upon the event.

7. If approved by the Board of Zoning Appeals, in addition to all other permits and agreements required, the applicant must also submit a Concept Plan in accordance with the requirements found below, which shall be administratively reviewed and approved.
 8. During the event, any violation of the requirements of this section of the Ordinance and/or any violation of additional terms and conditions set by the Board of Zoning Appeals will result in imposition of a fee equal to the additional Event Fee for every hour in which a violation occurs for each restriction that is violated. In addition, the County may seek other legal and equitable relief.
- B. If approved by the Board of Zoning Appeals, in addition to all other permits and agreements required, the applicant shall submit a Concept Plan, in accordance with the Minor Site Plan Process, for administrative review and approval, and in accordance with the requirements found below:
1. The Concept Plan shall be to scale; on a 24"x36" sheet; showing appropriate areas for parking, performance areas, bathrooms, food, concessions, public entrance, separate emergency entrance, area for on-site stacking of vehicles for admissions processing, garbage collection area, location of performance lighting and amplification, and any other information required by planning or engineering staff at the Public Hearing at least 120 days before the event. The Concept Plan shall also show all structures located on neighboring properties within 500 feet of the property upon which the Mass Event is proposed to occur.
 2. Staff will review the application and Concept Plan for completeness within 10 days of receipt.
 3. There will be a 30 day period for staff to review the application and the Concept Plan once the application is deemed complete. Staff shall approve any application and Concept Plan that meet the requirements of all applicable laws, ordinances and regulations and shall reject any application that fails to meet the requirements of all applicable laws, ordinances and regulations.
 4. A Mass Event shall meet the following site requirements and such requirements will be depicted on the Concept Plan:
 - a. A setback of 500 feet from the property line is required for any performance area;
 - b. A setback of 250 feet from the property line is required for any area in which camping is permitted;
 - c. A setback of 250 feet from the property line is required for all dumpsters and trash collection areas;

- d. A setback of 50 feet from the property line is required for all parking areas, provided that all parking areas meet a minimum distance requirement of 250' from any structures on adjoining properties; and
 - e. A setback of 250 feet from the property line is required for any alcohol, food, or other sales or concessions.
 - f. Any variance from these requirements shall be included in the Mass Event Application and shall process a Variance application which shall be presented to the Board of Zoning Appeals for their approval.
5. A Mass Event is subject to the following conditions and restrictions and such notes shall be placed on the Concept Plan:
- a. No outdoor amplified performances after 3 a.m. or before 10 a.m. (amplified announcements are permitted).
 - b. No outdoor performance lighting after 3 a.m. or before 10 a.m.
 - c. All sale of alcohol shall be regulated by the West Virginia Alcohol Beverage Control (ABC) Administration.
 - d. No Mass Event may last more than four days, including attendee arrival and departure dates. Only one Mass Event may occur per year on any given parcel or a portion of any given parcel.
 - e. All lighting and all sound shall be aligned so as to minimize impact on nearby residents and shall conform to the requirements of Section 8.9 of the Jefferson County Zoning and Land Development Ordinance.
 - f. Mass Event site shall provide ample potable water supply and proper sanitation facilities.
 - g. All trash shall be removed daily.
 - h. Any variation from these requirements shall be included in the Mass Event Application which is presented to the Board of Zoning Appeals for their approval.
6. Upon approval of the Mass Event by the Board of Zoning Appeals and administrative approval of the Concept Plan, an application for a Zoning Certificate, signed by the applicant and the landowner(s), shall be submitted a minimum of 60 days prior to the Mass Event and all LOC or Bond documents as well as proof of liability insurance shall be submitted with the Zoning Certificate application. The Zoning Certificate for a Mass Event shall be reviewed and issued within 30 days of submission of a complete application.



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Carol Swiger

Department or Organization: Jefferson County Commission-Ambulance Fee

Estimation of amount of time needed for appointment:

Date Requested—1st Choice: 5/7/15

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

Date Requested—2nd Choice: 5/21/15

Subject (Wording to be placed on agenda): Two Exoneration requests: One does not receive Ambulance Service from Jefferson County because she lives on VA/WV border. Clark County provides this service.

The other claims she did not receive the first bill and wants the late fees waived.

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:

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

I MOTION TO APPROVE/DISAPPROVE THE EXONERATION OF THE PROPERTY THAT DOES NOT RECEIVE AMBULANCE SERVICE FROM JEFFERSON COUNTY.

I MOTION TO APPROVE/DISAPPROVE THE WAIVING OF THE LATE FEE FOR JANI HARPER, WHO STATES SHE DID NOT RECEIVE HER ORIGINAL BILL.

Attach supporting documents for request or request may be denied.

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

Contact information:

Email address: cswiger@jeffersoncountywv.org

Phone Number: 304-728-5606

FOR COMMISSION STAFF USE ONLY—FINANCIAL IMPACT/RECOMMENDATION

--

Jefferson County Emergency Ambulance Service Fee
Exoneration/Modification Request
Jefferson County, West Virginia

Date: 4/28/2015

I hereby request a review by the Jefferson County Commission. I believe there to be an error in the amount I was billed for the Emergency Ambulance Service Fee.

Amount billed: \$70.00

I believe I qualify for the fee assessment circled:

Residence - \$40

Business - \$85

Farm Exemption - \$40
(no commercial retail open to the public)

Homestead Exemption
50% off approved parcel

Proof of exemption must be included with this form
RETURN THIS FORM BY SEPTEMBER 30TH

Describe the reason for this request:

The VA/WV ^{State} line goes through my property. ~~For~~ Many years ago the Counties of Jefferson and Clarke came to an agreement that real estate taxes be paid to Jefferson and personal property, etc. be paid to Clarke. As my address is a VA address, the Clarke County ambulance fire service responds and I support them monetarily.

Printed Name - Sandy Tomalesky

Signature

Sandy Tomalesky

81 Boyer Lane; Berryville, VA 22611
Address

540-955-2024
Phone number

Do not write below this line—For Official Use Only

Approved / Denied

Date: _____

Reason: _____

Jefferson County Emergency Ambulance Service Fee

Exoneration/Modification Request

Jefferson County, West Virginia

Date: 4/20/15

Customer # 6809 Ticket # ?

I hereby request a review by the Jefferson County Commission. I believe there to be an error in the amount I was billed for the Emergency Ambulance Service Fee.

Amount billed: \$70

I believe I qualify for the fee assessment circled:

Residence - \$40

Business - \$85

Farm Exemption - \$40

Homestead Exemption-\$20

(No commercial retail open to the public)

(Assessor approved parcel only)

Proof of exemption must be included with this form

RETURN THIS FORM BY SEPTEMBER 30TH

Describe the reason for this request:

Did not receive bill. Our mailshed had
been Robbed a few times between
September and December and alot
of things were destroyed + stolen

Jani Harper
Printed Name

Jani Harper
Signature

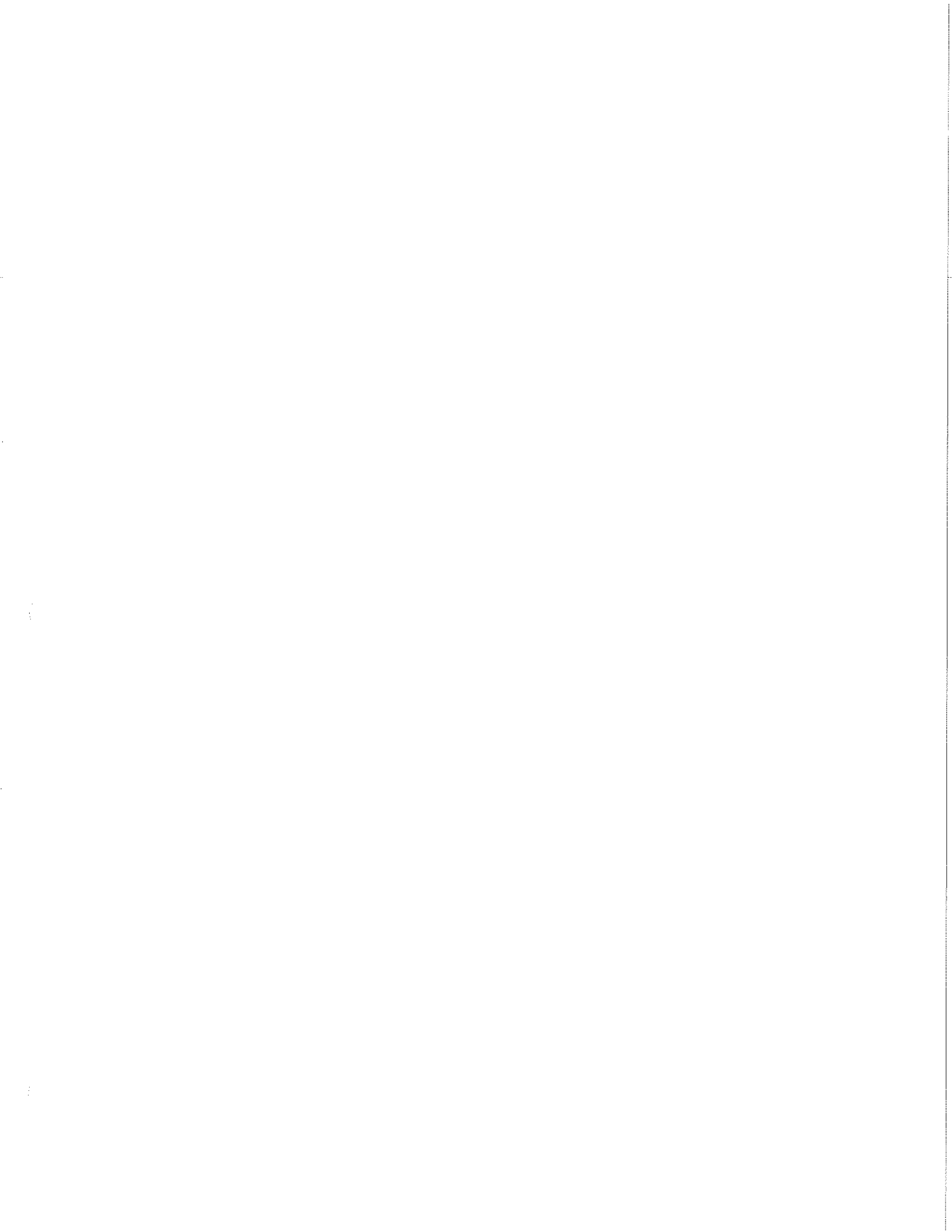
271 River Haven Dr HF WV 25425
Address

571-246-7444
Phone number

Do not write below this line—For Official Use Only

Approved / Denied _____ Date: _____

Reason: _____



Jefferson County, West Virginia
Job Description

Position Title:	Deputy Administrator	Grade Level:	V
Department	County Commission	Date:	06-24-10
Reports to:	County Administrator	FLSA Status	NON-EXEMPT

Statement of Duties: The employee performs administrative, clerical services in support of the operation of the County Commission. Employee is required to perform all similar or related duties.

Supervision Required: Under general supervision of the County Administrator, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed. In many cases, the work is self checking, for example, requiring accounts to balance before proceeding.

Supervisory Responsibility: Employee, as a regular and continuing part of the job, does regularly supervise other employees.

Confidentiality: Employee has access to some confidential information obtained during performance of regular position responsibilities such as client or department records.

Accountability: Consequences of errors, missed deadlines or poor judgment may include adverse public relations, or jeopardize programs.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation or guideline.

Complexity: The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Work Environment: The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. Employee may be required to work beyond normal business hours to attend evening meetings.

Nature and Purpose of Public Contact: Relationships with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or

Jefferson County Commission,
Deputy County Administrator
6/24/10

Jefferson County, West Virginia
Job Description

guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as vendors, banks and/or developers/ contractors. More than ordinary courtesy, tact, and diplomacy may be required to resolve complaints or deal with uncooperative or uninformed persons. Employee may furnish news media with routine information such as meeting agendas, press releases or departmental procedures.

Occupational Risk: Duties of the job present little potential for injury. Risk exposure is similar to that found in typical office settings.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Serves the public through answering telephone calls, greeting visitors to the County Commission office and responding to inquiries from county offices and members of the public.
2. Maintains the county's website and email systems, ensuring that information is current and accurate.
- ~~3. Supervises secretarial and administrative staff, and ambulance fee collection staff, and IT staff. duties including, but not limited to, preparing correspondence, data entry, preparing purchase orders, faxing, photocopying, picking up and delivering mail, filing, and ordering supplies and equipment.~~
3. In coordination with the County Administrator, supervises the daily schedule and operations of the IT department.
- 4.
- 4.5. Performs all tasks related to the email alerts subscription service.
- 5.6. ~~Responsible for~~ Assists in oversight of county equipment and vehicles including tags, title, and insurance.
- 6.7. ~~Maintains~~ Assists in the maintenance of the County Commission calendar and County Administrator schedule.
- ~~7. Handles travel arrangements, including scheduling and reservations, for the County Commissioners and other department heads under the jurisdiction of the County Commission.~~

Jefferson County Commission,
Deputy County Administrator
6/24/10

Jefferson County, West Virginia
Job Description

8. ~~Assists with~~Handles county vehicle accident claims with insurance companies.
- ~~9.~~—Ensures compliance with National Incident Management Systems (NIMS) requirements.
—
- ~~9.~~—
10. Oversee the process of appointments to the County's Boards, Commission and Authorities.
11. Prepare, secure and administer grants.
12. Serve in an advisory role to the County Commissioners in the absence of the County Administrator.
13. Coordinates with the County Administrator the related work of professionals and support staff as well as assist in the selection of professional development, supervision, review and evaluations of employees.
14. Responsible for writing and conducting press releases and conferences.
15. Responsible for referring Community recognitions to the County Commission.
16. Serves as the county's webmaster.
17. Oversee the activities of the various County Commission departments to ensure timely, efficient and effective delivery of programs and services and the implementation of the County Commission's programs and directive in the absence of the County Administrator.
18. Serves as the County Commission agent in administrative matters, including but not limited to administering the preparation of County Commission meeting minutes, agendas and correspondence.
19. Represents the County with other government agencies and in meetings with the public.
20. Provides direction and support to staff including investigations and resolution of complaints and concerns regarding county programs, services, facilities in the absence of the County Administrator.
21. Develop and maintain working relationships with the County Commission, employees, members of the public, local and state legislators, representatives of other government agencies, board and commissions, and industry.

Jefferson County Commission,
Deputy County Administrator
6/24/10

Jefferson County, West Virginia
Job Description

22. ~~Supervises~~~~Oversees~~ the Purchasing Card program and monitors the individual accounts and purchases.

23. Responsible for the daily operations of the Cable channel to include but not limited to the creation of slides, uploading new information and the approval of ads and videos for broadcasting and ensures that the policies and FCC codes are followed.

~~23.24. In the absence of the Director of Homeland Security and Emergency Management, remains on call in the event of an emergency or disaster to notify the appropriate organizations of the incident.~~

~~24. Responsible for overseeing the compensation and classification plan for county employees.~~

~~25. Serves in a HR roles with duties such as but not limited to, job performance and employee improvement tracking system, employee orientation, employee relations and maintaining employee files.~~

Recommended Minimum Qualifications:

Education and Experience: High School degree (Associate's degree preferred) with three to five (3-5) years related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Knowledge, Abilities and Skill

Knowledge: Common policies, practices and procedures of the department and office operations; laws and regulations pertinent to position functions. Working knowledge of the Internet in support of department operations.

Abilities: Ability to interact effectively and appropriately with the public and other personnel, perform multiple tasks and maintain confidential information.

Skills: Proficient personal computer skills, mathematical skills, recordkeeping and clerical skills, written and oral communication skills. Effective customer service skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

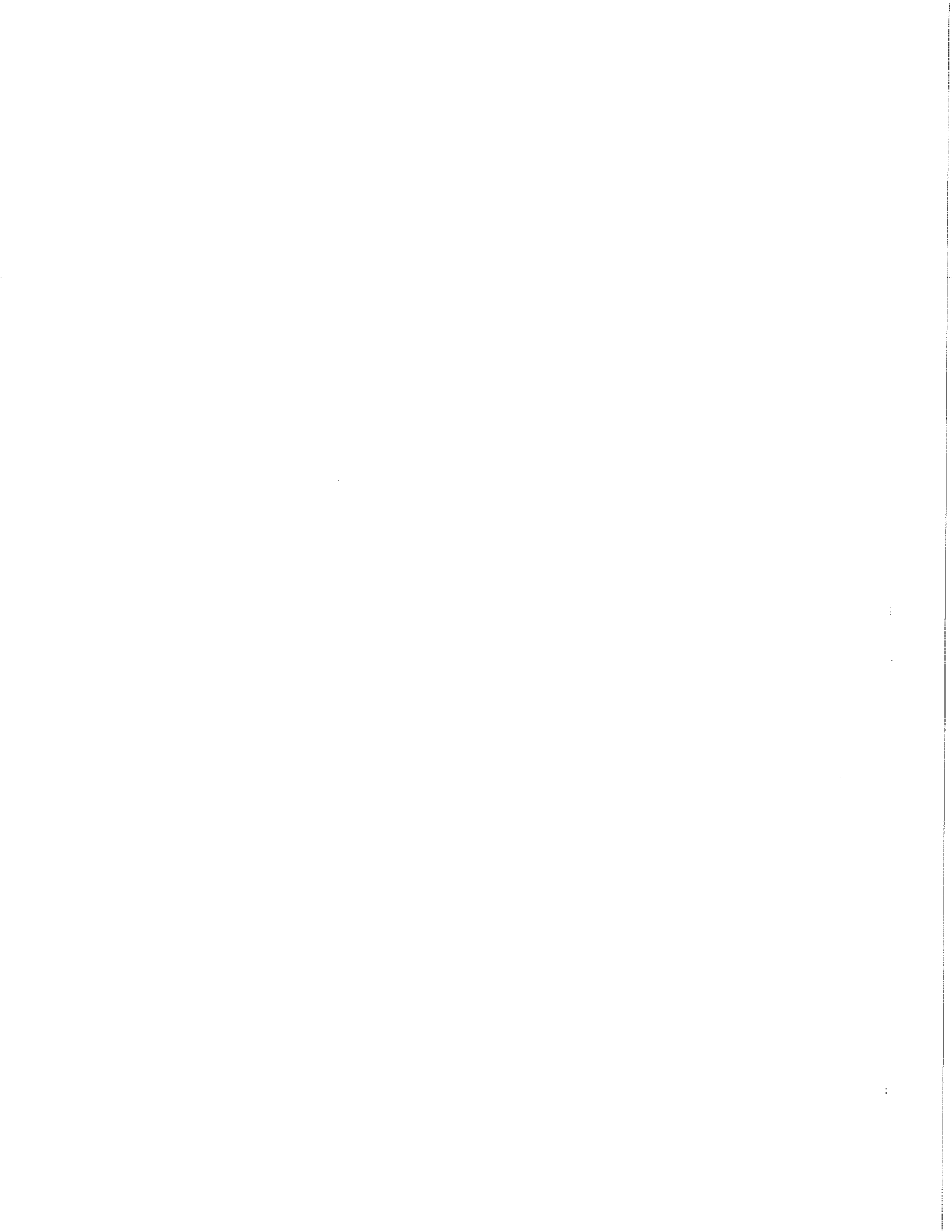
Jefferson County Commission,
Deputy County Administrator
6/24/10

Jefferson County, West Virginia
Job Description

Physical Demands: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as books, office equipment and computer paper (up to 30 lbs.)

Motor Skills: Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a telephone system, computer and/or most other office equipment, typing and/or word processing, filing, and sorting.

Visual Demands: Visual demands include constantly reading documents for general understanding and for analytical purposes, routinely reviewing non-written materials such as instrumentation for analytical purposes.



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Stephanie Grove, County Administrator

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: May 7, 2015

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

Date Requested – 2nd Choice:

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

- 1) Final Settlement Agreement, Thomas, et al. v. County Commission of Jefferson County, et al., Civil Action No. 3:13-CV-156
- 2) Final Settlement Agreement, Kilmer v. County Commission of Jefferson County, et al., Civil Action No. 3:13-CV-CV-95

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

RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

This RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT is made this 21 day of April, 2015, by and between **ALLAN THOMAS AND DUSTIN TABLER**, each for himself, his heirs, executor, administrator, and assigns (hereinafter referred to as "Plaintiffs"), and **THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA**, a political subdivision of the State of West Virginia, and **PETER H. DOUGHERTY**, in his official capacity as the **SHERIFF OF JEFFERSON COUNTY, WEST VIRGINIA** (hereinafter referred to as "Defendants") (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Plaintiffs are employed by The County Commission of Jefferson County, West Virginia, as Deputies;

WHEREAS, Plaintiffs filed a Complaint in the United States District Court for the Northern District of West Virginia captioned *Allan Thomas and Dustin Tabler v. The County Commission Of Jefferson County, West Virginia, A Political Subdivision of the State of West Virginia, and Peter H. Dougherty, in his Official Capacity as the Sheriff of Jefferson County, West Virginia*, at Docket No. 3:13-cv-156, in which they alleged that they were not been paid overtime compensation for all time spent providing basic care and maintenance for K-9 officers in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

WHEREAS, Defendants denied the allegations made by Plaintiff and any resulting liability.

WHEREAS, this matter proceeded to trial on December 9, 2014.

WHEREAS, the jury found in favor of Plaintiffs and awarded them damages in the following amounts: Plaintiff Thomas damages in the amount of \$5,002, and Plaintiff Tabler \$4752.00.

WHEREAS, by Order dated March 17, 2015, the Court granted Plaintiff's motion for liquidated damages and awarded Plaintiffs liquidated damages in the following amounts: Plaintiff Thomas liquidated damages in the amount of \$5,002 and Plaintiff Tabler liquidated damages in the amount of \$4,752.00.

WHEREAS, on March 17, 2015, Judgment was entered in favor of Plaintiffs against Defendants.

WHEREAS, in order to avoid the cost and expense of further litigation, including post-trial motions and the possibility of an appeal, Plaintiffs and Defendants desire to resolve and settle any and all actual or possible differences, disputes, or claims between them, including but not limited to, those claims asserted in Civil Action No. 3:13-cv-156, as well as any other claims Plaintiffs may have arising from or relating to Plaintiffs' employment with Defendants.

NOW, THEREFORE, for and in consideration of the premises and mutual promises and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound by the terms of this Agreement, mutually agree as follows:

1. Defendants agree to pay to Plaintiffs a total sum of \$30,585.52 for settlement of all Plaintiffs' claims of any kind, including attorney's fees and costs. Plaintiffs hereby affirm that said monies constitute good and sufficient consideration for entering into this Agreement. Plaintiff Thomas \$9,004.00 for unpaid wages and liquidated damages and \$6,744.24 for his attorney's fees and costs. The Defendant will pay the Plaintiff Tabler \$8,448.00 for unpaid wages and liquidated damages and \$6,389.28 for his attorney's fees and costs.

- Nine Thousand and four dollars (\$9,004.00) payable to "Allan Thomas." Said payment will be made as follows: (a) a check in the amount of \$5,002.00 for unpaid wages, which shall be subject to standard tax withholding and reportable on Form W-2, for settlement of a disputed claim for unpaid wages; and (b) a check in amount of \$4,002.00 for liquidated damages, which shall be not subject to standard tax withholding, but shall be reportable to Plaintiff on an I.R.S. Form 1099.
- Eight Thousand four hundred and forty eight dollars (\$8,448.00) payable to "Dustin Tabler." Said payment will be made as follows: (a) a check in the amount of \$4752.00 for unpaid wages, which shall be subject to standard tax withholding and reportable on Form W-2, for settlement of a disputed claim for unpaid wages; and (b) a check in amount of \$3,696.00 for liquidated damages, which shall be not subject to standard tax withholding, but shall be reportable to Plaintiff on an I.R.S. Form 1099.
- Thirteen thousand one hundred and thirty three hundred dollars and fifty two cents (\$13,133.52), payable to the Law Firm of Power, Beck & Matzuff," for settlement of all remaining claims, including those for liquidated damages, attorney's fees and costs and reportable to both Plaintiff and the Law Firm of Power, Beck & Matzuff, on a Form 1099;

Plaintiffs agree and understand that they are entitled to no other settlement payments or benefits from Defendants. Plaintiffs understand that the lawsuit set forth at Docket No. 3:13-cv-156 will be dismissed with prejudice.

2. In consideration of the foregoing, Plaintiffs hereby irrevocably waive, release, and forever discharge Defendants, their agents, servants, employees, affiliates, attorneys, and representatives, as well as their predecessors, successors, and assigns, and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), or any one of them, of and from any and all actions, causes of action, charges, complaints, claims, liabilities, obligations, promises, other agreements, controversies, damages, and expenses (including attorneys' fees and costs) of any nature whatsoever, known or unknown, in law or in equity, which Plaintiff ever had, now has, or he or his heirs, executors, administrators or any person acting on their behalf or by, through, under or in concert with the Plaintiff may hereafter have against all or any of the Releasees, including, but not limited to those asserted in Civil Action No. 3:13-cv-95. It is specifically understood and agreed between the Parties that this release and waiver includes any rights, claims, or causes of action arising under any federal, state, or local law, including, but not limited to, the Fair Labor Standards Act (FLSA), Portal-to-Portal Act; Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967 (ADEA); the Employee Retirement Income Security Act of 1974 (ERISA); the Older Worker Benefit

Protection Act (OWBPA); the Americans with Disabilities Act (ADA); the Family and Medical Leave Act (FMLA), the Genetic Information Non-Discrimination Act (GINA), and all other federal, state, and local law claims, whether statutory or common law, including, but not limited to, those under the laws of the State of West Virginia and including, but not limited to, the West Virginia Human Rights Act, the West Virginia Minimum Wage and Maximum Hours Law, and the West Virginia Wage Payment and Collection Act. The Parties acknowledge that the Plaintiffs are not waiving any rights or claims that may arise after this Agreement is executed; provided, however, that the Plaintiffs acknowledge that they are being compensated four (4) hours of comp time and one and a half hours of overtime pay each week and have been fully compensated for their off duty K-9 work since July 2012 and will not have any claims for such time passed or for work in the future as long as this arrangement remains in place, and provided that the Plaintiffs shall be precluded from recovering for the future effects of discrimination or any other actions or inactions which occurred or should have occurred prior to this Agreement.

3. The Parties agree that this Agreement and the offer to enter into this Agreement are not, and shall not be construed in any way as, or deemed to be, an admission by any of the Releasees of any act of wrongdoing or admission of liability or responsibility at any time or in any manner whatsoever. The parties further agree that this Agreement may not be used in any legal action between the Plaintiffs and the Releasees (or any one of them), other than for the enforcement of this Agreement or as evidence of a waiver by the Plaintiffs.

4. The Parties acknowledge that Plaintiffs' right to the payment described in numbered paragraph 1 of this Agreement shall be determined exclusively under the provisions stated herein, and this Agreement is not intended to, and does not, create rights for the benefit of any other employee or person.

5. The Plaintiffs agree not to make any disparaging or negative remarks, either orally or in writing, regarding Defendants, or any Releasee, concerning acts occurring before the signing of this Agreement or relating to this Agreement.

6. Plaintiffs agree and recognizes that this Agreement is final and binding when signed by Plaintiffs.

7. Plaintiffs expressly warrant and represent as part of the consideration expressed herein that, before executing this Agreement, he has fully informed himself of its terms, contents, and conditions, and represents that in making this settlement, he has obtained the benefit of the advice of counsel of his choosing, and no promise or representation of any kind or character has been made to them by Defendants, or by anyone acting on their behalf, except as is expressly stated in this Agreement. Plaintiff acknowledges that he has relied solely and completely upon his own judgment and the advice of counsel in making this Agreement, and that he fully and completely understands all of the terms of the Agreement, that it is a full, complete, and final release, and that the payment and other consideration set forth in this Agreement are all the consideration to be conferred upon him. Plaintiff further represents that he has read this Agreement in its entirety and that he understands all of its terms and enters into and signs this Agreement knowingly and voluntarily, with full knowledge of its significance, and not as a result of any threat, intimidation, or coercion on the part of any person or entity.

8. This Agreement supersedes all other oral and written agreements between the Parties as to the matters herein and contains all of the covenants and agreements between the Parties with

respect the matters provided herein. This Agreement may not be modified except in writing, signed by Plaintiff and Defendants. This Agreement shall be binding on all of the Plaintiff's heirs, representatives, successors, and assigns. Plaintiff shall not assign any rights or obligations under this Agreement, without the written consent of the Defendant. The agreements, covenants, representations and warranties of the parties set forth in this Agreement shall survive the date of the Agreement and the performance by the parties of any and all obligations under it. All such agreements, covenants, and representations shall be binding and enforceable against the Parties in accordance with their terms.

9. The waiver of or by either Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. The Parties agree that, in all cases, the language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Furthermore, in the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the Parties agree to abide by the remainder of this Agreement.

10. The Parties acknowledge that they are each responsible for their own tax consequences resulting from this Agreement, including any taxes which may be finally determined by a taxing authority or court of law as being due and owing by a party (including associated penalties or interest), and are each responsible for paying their own taxes without any right of indemnification from the other party. Plaintiff specifically acknowledges that, by entering into this Agreement, Defendants have not advising him with respect to any tax issues.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same document, with counterparts being delivered to each party.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and General Release as of the date set forth below:

Executed this 29 day of April, 2015.



ALLAN THOMAS, PLAINTIFF

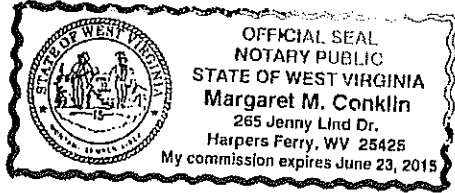


DUSTIN TABLER, PLAINTIFF

STATE OF WEST VIRGINIA,
COUNTY OF Berkeley, to-wit:

Taken, subscribed and sworn to before me this 29th day of April, 2015.

My commission expires: 6-23-2015



Margaret M. Conklin
Notary Public

[NOTARIAL SEAL]

RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

This RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT is made this 28 day of April, 2015, by and between **GLEN KILMER** for himself, his heirs, executor, administrator, and assigns (hereinafter referred to as "Plaintiff"), and **THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA**, a political subdivision of the State of West Virginia, and **PETER H. DOUGHERTY**, in his official capacity as the **SHERIFF OF JEFFERSON COUNTY, WEST VIRGINIA** (hereinafter referred to as "Defendants") (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Plaintiff is employed by The County Commission of Jefferson County, West Virginia, as a Deputy;

WHEREAS, Plaintiff filed a Complaint in the United States District Court for the Northern District of West Virginia captioned *Glen Kilmer v. The County Commission Of Jefferson County, West Virginia, A Political Subdivision of the State of West Virginia, and Peter H. Dougherty, in his Official Capacity as the Sheriff of Jefferson County, West Virginia*, at Docket No. 3:13-cv-95, in which he alleged that he has not been paid overtime compensation for all time spent training and providing basic care and maintenance for K-9 officers in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

WHEREAS, Defendants denied the allegations made by Plaintiff and any resulting liability.

WHEREAS, this matter proceeded to trial on October 28, 2014.

WHEREAS, the jury found in favor of Plaintiff and awarded damages in the amount of \$18,155.08.

WHEREAS, by Order dated March 17, 2015, the Court granted Plaintiff's motion for liquidated damages and awarded Plaintiff liquidated damages in the amount of \$18,155.08.

WHEREAS, on March 17, 2015, Judgment was entered in favor of Plaintiff against Defendants.

WHEREAS, in order to avoid the cost and expense of further litigation, including post-trial motions and the possibility of an appeal, Plaintiff and Defendants desire to resolve and settle any and all actual or possible differences, disputes, or claims between them, including but not limited to, those claims asserted in Civil Action No. 3:13-cv-95, as well as any other claim Plaintiff may have arising from or relating to Plaintiff's employment with Defendants.

NOW, THEREFORE, for and in consideration of the premises and mutual promises and agreements contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound by the terms of this Agreement, mutually agree as follows:

1. Defendants agree to pay to Plaintiff a total sum of \$53,362.48 for settlement of all Plaintiff's claims of any kind, including attorney's fees and costs. Plaintiff hereby affirms that said monies constitute good and sufficient consideration for entering into this Agreement.

- Thirty one thousand dollars (\$31,000.00) payable to "Glen Kilmer." Said payment will be made as follows: (a) a check in the amount of \$18,155.00 for unpaid wages, which shall be subject to standard tax withholding and reportable on Form W-2, for settlement of a disputed claim for unpaid wages; and (b) a check in amount of \$12,845.00 for liquidated damages, which shall be not subject to standard tax withholding, but shall be reportable to Plaintiff on an I.R.S. Form 1099
- Twenty two thousand three hundred sixty two and forty eight cents (\$22,362.48), payable to "Glen Kilmer and the Law Firm of Power, Beck & Matzureff,," for settlement of all remaining claims, including those for liquidated damages, attorney's fees and costs and reportable to both Plaintiff and the Law Firm of Power, Beck & Matzureff, on a Form 1099;

Plaintiff agrees and understands that he is entitled to no other settlement payments or benefits from Defendants. Plaintiff understands that his lawsuit set forth at Docket No. 3:13-cv-95 will be dismissed with prejudice.

2. In consideration of the foregoing, Plaintiff hereby irrevocably waives, releases, and forever discharges Defendants, their agents, servants, employees, affiliates, attorneys, and representatives, as well as their predecessors, successors, and assigns, and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), or any one of them, of and from any and all actions, causes of action, charges, complaints, claims, liabilities, obligations, promises, other agreements, controversies, damages, and expenses (including attorneys' fees and costs) of any nature whatsoever, known or unknown, in law or in equity, which Plaintiff ever had, now has, or he or his heirs, executors, administrators or any person acting on their behalf or by, through, under or in concert with the Plaintiff may hereafter have against all or any of the Releasees, including, but not limited to those asserted in Civil Action No. 3:13-cv-95. It is specifically understood and agreed between the Parties that this release and waiver includes any rights, claims, or causes of action arising under any federal, state, or local law, including, but not limited to, the Fair Labor Standards Act (FLSA), Portal-to-Portal Act; Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967 (ADEA); the Employee Retirement Income Security Act of 1974 (ERISA); the Older Worker Benefit Protection Act (OWBPA); the Americans with Disabilities Act (ADA); the Family and Medical Leave Act (FMLA), the Genetic Information Non-Discrimination Act (GINA), and all other federal, state, and local law claims, whether statutory or common law, including, but not limited to, those under the laws of the State of West Virginia and including, but not limited to, the West Virginia Human Rights Act, the West Virginia Minimum Wage and Maximum Hours Law, and the West Virginia Wage Payment and Collection Act. The Parties acknowledge that the Plaintiff is not waiving any rights or claims that may arise after this Agreement is executed; provided, however, that the Plaintiff acknowledges that he is being compensated four (4) hours of comp time and one and a half hours of overtime pay each week and has been fully compensated for his off duty K-9 work since July 2012 and will not have any claims for such time passed or for work in the future as long as this arrangement remains in place, and provided that the Plaintiff shall be precluded from recovering

for the future effects of discrimination or any other actions or inactions which occurred or should have occurred prior to this Agreement.

3. The Parties agree that this Agreement and the offer to enter into this Agreement are not, and shall not be construed in any way as, or deemed to be, an admission by any of the Releasees of any act of wrongdoing or admission of liability or responsibility at any time or in any manner whatsoever. The parties further agree that this Agreement may not be used in any legal action between the Plaintiff and the Releasees (or any one of them), other than for the enforcement of this Agreement or as evidence of a waiver by the Plaintiff.

4. The Parties acknowledge that Plaintiff's right to the payment described in numbered paragraph 1 of this Agreement shall be determined exclusively under the provisions stated herein, and this Agreement is not intended to, and does not, create rights for the benefit of any other employee or person.

5. The Plaintiff agrees not to make any disparaging or negative remarks, either orally or in writing, regarding Defendants, or any Releasee, concerning acts occurring before the signing of this Agreement or relating to this Agreement.

6. Plaintiff agrees and recognizes that this Agreement is final and binding when signed by Plaintiff.

7. Plaintiff expressly warrants and represents as part of the consideration expressed herein that, before executing this Agreement, he has fully informed himself of its terms, contents, and conditions, and represents that in making this settlement, he has obtained the benefit of the advice of counsel of his choosing, and no promise or representation of any kind or character has been made to them by Defendants, or by anyone acting on their behalf, except as is expressly stated in this Agreement. Plaintiff acknowledges that he has relied solely and completely upon his own judgment and the advice of counsel in making this Agreement, and that he fully and completely understands all of the terms of the Agreement, that it is a full, complete, and final release, and that the payment and other consideration set forth in this Agreement are all the consideration to be conferred upon him. Plaintiff further represents that he has read this Agreement in its entirety and that he understands all of its terms and enters into and signs this Agreement knowingly and voluntarily, with full knowledge of its significance, and not as a result of any threat, intimidation, or coercion on the part of any person or entity.

8. This Agreement supersedes all other oral and written agreements between the Parties as to the matters herein and contains all of the covenants and agreements between the Parties with respect to the matters provided herein. This Agreement may not be modified except in writing, signed by Plaintiff and Defendants. This Agreement shall be binding on all of the Plaintiff's heirs, representatives, successors, and assigns. Plaintiff shall not assign any rights or obligations under this Agreement, without the written consent of the Defendant. The agreements, covenants, representations and warranties of the parties set forth in this Agreement shall survive the date of the Agreement and the performance by the parties of any and all obligations under it. All such agreements, covenants, and representations shall be binding and enforceable against the Parties in accordance with their terms.

9. The waiver of or by either Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. The

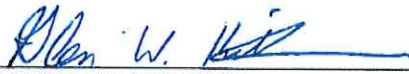
Parties agree that, in all cases, the language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Furthermore, in the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the Parties agree to abide by the remainder of this Agreement.

10. The Parties acknowledge that they are each responsible for their own tax consequences resulting from this Agreement, including any taxes which may be finally determined by a taxing authority or court of law as being due and owing by a party (including associated penalties or interest), and are each responsible for paying their own taxes without any right of indemnification from the other party. Plaintiff specifically acknowledges that, by entering into this Agreement, Defendants have not advising him with respect to any tax issues.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same document, with counterparts being delivered to each party.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and General Release as of the date set forth below:

Executed this 28 day of April, 2015.

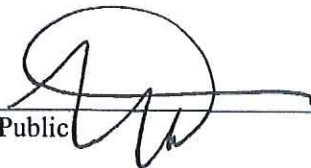


GLEN KILMER, PLAINTIFF

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY, to-wit:

Taken, subscribed and sworn to before me this 28th day of April, 2015.

My commission expires: July 31, 2016



Notary Public

[NOTARIAL SEAL]

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Tim Stanton, Finance Director

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: May 7, 2015

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*):

✚ Review of Life Insurance

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

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

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

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

- Motion to change from Guardian Life and AD&D to Hartford Life Insurance and AD&D

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.

Life Insurance Rates Based on Option Selected

	Number Insured	Employer Coverage		
		\$ 20,000.00	\$ 35,000.00	\$ 50,000.00
Guardian				
Life	175	.30/1000		
AD&D	175	.04/1000		
Total Annual Cost		\$ 14,280	n/a	n/a
Hartford				
Life	175	.25/1000	.241/1000	.226/1000
AD&D	175	.028/1000	.028/1000	.028/1000
Total Annual Cost		\$ 11,676	\$ 19,772	\$ 26,670

Guardian: employees can buy up an additional \$50,000 for a total of \$70,000
 Guardian is NOT guaranteed issuance

Hartford is guaranteed issuance if 15% of employees elect supplemental insurance
 Employees can buy up to \$100,000 in addition to what employer is providing.
 Hartford will age band employees at same rate as Guardian for supplemental buy ups.
 Employee can have insurance of \$120,000; \$135,000; or \$150,000 depending on option selected by Commission. Compared to maximum of \$70,000 with Guardian.

Both insurances have 50% reduction in benefits at age 70.

**A Proposal of Employee Benefits from The Hartford for the
U.S. Employees of**

Jefferson County West Virginia Commission

Life and Accidental Death & Dismemberment Insurance

Presented by:

Millenium Insurance Group, Inc.

Proposal valid until June 27, 2015



We deliver on our promises every day.

Jefferson County West Virginia Commission

The Hartford Delivers

The Hartford¹ welcomes the opportunity to quote on your group benefits.

At The Hartford, we know that the health and well-being of your employees has an enormous influence on the productivity of your workforce. We understand the link between medical costs and disabilities and their impact on your company's bottom line.

The Hartford is one of the leading providers of group disability and life insurance, and has been recognized for our financial stability and integrity for over 50 years in the group benefits business. We provide unique solutions to your insurance needs while providing employees with the benefits that help make your company an attractive and motivating place to work.

The Hartford's disability claim management approach helps employees return to work and helps employers to reduce costs. Our *Ability Philosophy*, which is a core belief that people want to lead active, productive and independent lives, is central to how we conduct business.

Our life claim model is predicated on prompt and sensitive service. Our dedicated call center staff receives sensitivity training to deal with grieving claimants.

Initial and ongoing service is as important to our customers as our claims approach. That is why we put such great emphasis on our consistent, responsive and accurate service operations. The Hartford's Group Benefits Division brings to life our *Ability Philosophy* every day for producers, employers and employees through deep industry knowledge, caring, and a proven ability to meet the unique needs of our customers in every interaction.

We deliver leading edge products and services, backed by a tradition of market leadership.

¹ The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Home office is Hartford, CT.



Jefferson County West Virginia Commission

Priority Service

- Personalized, local relationships with dedicated sales and service professionals throughout the country
- A toll-free service line that connects employers to a fully trained, dedicated team that can respond to any service-related need
- Dedicated rating center that give our sales offices prompt turnaround on rate requests
- List billing to simplify eligibility maintenance (for cases with one experience group and one class)
- Simplified issue process and electronic printing options for faster booklet delivery

Leading-Edge Products and Services

- **Ability-Focused Group Disability products** – help employers maximize work force productivity and minimize absences. The Hartford was one of the first to focus on the abilities of people with disabilities to help them return to work. We demonstrate this philosophy through our Founding Partnership with U.S. Paralympics® that promotes and supports the power of ability.
- **Flexible Benefit Solutions** – The Hartford is a leading provider of employer-paid and voluntary coverages that help employees protect their financial security during challenging times. As the market continues to shift towards voluntary coverage, The Hartford continues to invest in services and technologies that help reduce administrative burden. These capabilities, including online consumer education tools, help optimize the enrollment experience and employee engagement. By giving employees and employers options that match their financial goals, our Group Benefits account teams help provide a flexible benefits package focused on customer satisfaction.
- **A Comprehensive Portfolio of Group Life products** – helps to provide financial security for life's unpredictable events. These not only provide important benefits at time of death, but also offer added value to employees during their lifetime and provide assistance to their beneficiaries.
- **A Complete Line of Accident programs** – offer valuable accident protection for employees. Through our *Accidental Death & Dismemberment* Insurance coverage, we offer worldwide protection 24 hours a day, 365 days a year. We also offer *Group Travel Accident Insurance* coverage for employees when traveling, which includes travel assistance benefits such as emergency medical assistance, emergency personal services and pre-trip information provided by Europ Assistance USA¹, a leader in the travel assistance industry.
- **Innovative Websites** – Employer View® helps reduce plan administration time by providing employers with instant, secure access to group benefit information, including claim inquiry, medical underwriting data, electronic billing and electronic payment. The Hartford's dedicated consumer benefits website, www.TheHartfordAtWork.com, gives your employees clear and concise information and interactive tools to quickly and confidently make the right choices for their needs.

¹Europ Assistance USA is not affiliated with The Hartford and is not a provider of insurance services.

For More Information

The Hartford is pleased to provide a proposal designed to meet your specific benefit plan objectives. We believe we're uniquely qualified to be your carrier of choice and look forward to serving your group benefits needs. For more information about our products and services, please contact your Hartford representative.

Jefferson County West Virginia Commission

Basic Employee Life and AD&D Option 1

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description			
BENEFIT SCHEDULE	Flat \$20,000			
GUARANTEED ISSUE	Equal to Benefit Amount			
BENEFIT REDUCTION SCHEDULE	50% @ 70			
CONTINUITY OF COVERAGE	Enhanced			
LIFE DISABILITY PROVISION	Premium Waiver to Normal Retirement Age if Disabled Prior to 60			
PREMIUM WAIVER ELIMINATION PERIOD	9 Months			
LIVING BENEFIT OPTION (ACCELERATED BENEFIT)	12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)			
LIFE PORTABILITY OPTION	Not Included			
CONVERSION	Included			
MILITARY LEAVE OF ABSENCE CONTINUATION	12 Weeks			
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	Matches Basic Life Benefit			
EMPLOYEE CONTRIBUTION	Non-Contributory			
PARTICIPATION REQUIREMENT	100% of Eligible Employees			
INITIAL RATE GUARANTEE PERIOD	2 Years			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE	175	\$0.25 Per \$1,000 Employee	3,490,000	\$872.50
ADD	175	\$0.028 Per \$1,000 Employee	3,490,000	\$97.72

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.



Jefferson County West Virginia Commission

Basic Employee Life and AD&D Option 2

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description			
BENEFIT SCHEDULE	Flat \$35,000			
GUARANTEED ISSUE	Equal to Benefit Amount			
BENEFIT REDUCTION SCHEDULE	50% @ 70			
CONTINUITY OF COVERAGE	Enhanced			
LIFE DISABILITY PROVISION	Premium Waiver to Normal Retirement Age if Disabled Prior to 60			
PREMIUM WAIVER ELIMINATION PERIOD	9 Months			
LIVING BENEFIT OPTION (ACCELERATED BENEFIT)	12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)			
LIFE PORTABILITY OPTION	Not Included			
CONVERSION	Included			
MILITARY LEAVE OF ABSENCE CONTINUATION	12 Weeks			
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	Matches Basic Life Benefit			
EMPLOYEE CONTRIBUTION	Non-Contributory			
PARTICIPATION REQUIREMENT	100% of Eligible Employees			
INITIAL RATE GUARANTEE PERIOD	2 Years			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE	175	\$0.241 Per \$1,000 Employee	6,107,500	\$1,471.91
ADD	175	\$0.028 Per \$1,000 Employee	6,107,500	\$171.01

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.



Jefferson County West Virginia Commission

Basic Employee Life and AD&D Option 3

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description			
BENEFIT SCHEDULE	Flat \$50,000			
GUARANTEED ISSUE	Equal to Benefit Amount			
BENEFIT REDUCTION SCHEDULE	50% @ 70			
CONTINUITY OF COVERAGE	Enhanced			
LIFE DISABILITY PROVISION	Premium Waiver to Normal Retirement Age if Disabled Prior to 60			
PREMIUM WAIVER ELIMINATION PERIOD	9 Months			
LIVING BENEFIT OPTION (ACCELERATED BENEFIT)	12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)			
LIFE PORTABILITY OPTION	Not Included			
CONVERSION	Included			
MILITARY LEAVE OF ABSENCE CONTINUATION	12 Weeks			
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	Matches Basic Life Benefit			
EMPLOYEE CONTRIBUTION	Non-Contributory			
PARTICIPATION REQUIREMENT	100% of Eligible Employees			
INITIAL RATE GUARANTEE PERIOD	2 Years			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE	175	\$0.226 Per \$1,000 Employee	8,725,000	\$1,971.85
ADD	175	\$0.028 Per \$1,000 Employee	8,725,000	\$244.30

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.



Jefferson County West Virginia Commission

Basic Dependent Life

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description			
SPOUSE BENEFIT SCHEDULE	\$5,000 not to exceed 50% of the Employee Basic Life Insurance.			
SPOUSE GUARANTEED ISSUE	Equal to Benefit Amount			
LIVING BENEFIT OPTION (ACCELERATED BENEFIT)	12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)			
CHILD BENEFIT SCHEDULE	15 days to 6 months - \$500 ; 6 months to 19 - \$2,500			
STUDENT EXTENSION TO AGE	No Extension (Child to 19)			
WAIVER OF DEPENDENT PREMIUM	Included. Applies if Employee Qualifies for Premium Waiver			
LIFE PORTABILITY OPTION	Not Included			
CONVERSION	Included			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE	175	\$2.25 Per Dependent Unit	131	\$294.75



Jefferson County West Virginia Commission

Supplemental Employee Life and AD&D

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature	Description
BENEFIT SCHEDULE	\$10,000 increments to \$100,000
MINIMUM BENEFIT AMOUNT	\$10,000
COMBINED BASIC & SUPPLEMENTAL LIFE MAXIMUM BENEFIT	No
GUARANTEED ISSUE	Flat \$100,000
BENEFIT REDUCTION SCHEDULE	50% @ 70
CONTINUITY OF COVERAGE	Enhanced
LIFE DISABILITY PROVISION	Premium Waiver to Normal Retirement Age if Disabled Prior to 60
PREMIUM WAIVER ELIMINATION PERIOD	9 Months
LIVING BENEFIT OPTION (ACCELERATED BENEFIT)	12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Accelcration may never exceed \$500,000)
LIFE PORTABILITY OPTION	Included
CONVERSION	Included
MILITARY LEAVE OF ABSENCE CONTINUATION	12 Weeks
SUICIDE EXCLUSION	2 years
ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)	Matches Supplemental Life Benefit
EMPLOYEE CONTRIBUTION	Contributory
ENROLLMENT TYPE	Open Enrollment ³
PARTICIPATION REQUIREMENT	15% of Eligible Employees
INITIAL RATE GUARANTEE PERIOD	2 Years

Rate Summary

Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE		Per \$1,000 Employee Stepped		
		UNDER 25 \$0.07		
		25 - 29 \$0.08 <i>.07</i>		
		30 - 34 \$0.10 <i>.08</i>		
		35 - 39 \$0.17 <i>.10</i>		
		40 - 44 \$0.33 <i>.17</i>		
		45 - 49 \$0.51 <i>.33</i>		
		50 - 54 \$0.85 <i>.51</i>		
		55 - 59 \$1.19 <i>.85</i>		
		60 - 64 \$2.07 <i>1.19</i>		
		65 - 69 \$3.21 <i>2.07</i>		
		70 - 74 \$5.87 <i>3.21</i>		
		75+ \$5.87		
ADD		\$0.028 Per \$1,000 Employee		

RATE CORRECTIONS TO BE MADE. T. STANTON

*Reminder - Compliance with ADEA is the responsibility of the Employer. Please consult your legal counsel to determine if this schedule complies with ADEA guidelines.

³ Assumes all eligible employees can enroll in the plan and/or increase existing coverage amounts up to the guaranteed issue without providing evidence of insurability during a scheduled enrollment period. Minimum participation is required. Plan Guarantee Issue limits, maximums and or pre-existing condition limitations apply.



Jefferson County West Virginia Commission

Supplemental Dependent Life

Class Description(s):

All Full-time Active Employees

Full Time Eligibility: 30 hours per week

Feature		Description		
SPOUSE BENEFIT SCHEDULE		\$5,000 increments to \$50,000 not to exceed 50% of the Employee Elected and Approved Supplemental Life Insurance.		
SPOUSE GUARANTEED ISSUE		Flat \$25,000		
LIVING BENEFIT OPTION (ACCELERATED BENEFIT)		12 Months Life Expectancy, 80% of Benefit (Total Basic and/or Supplemental Acceleration may never exceed \$500,000)		
CHILD BENEFIT SCHEDULE		15 days to 19 - \$10,000		
STUDENT EXTENSION TO AGE		No Extension (Child to 19)		
WAIVER OF DEPENDENT PREMIUM		Included. Applies if Employee Qualifies for Premium Waiver		
LIFE PORTABILITY OPTION		Included		
CONVERSION		Included		
SUICIDE EXCLUSION		2 years		
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LIFE		Per \$1,000 Spouse Stepped*		
		UNDER 25 \$0.07		
		25 - 29 \$0.08		
		30 - 34 \$0.10		
		35 - 39 \$0.17		
		40 - 44 \$0.33		
		45 - 49 \$0.51		
		50 - 54 \$0.85		
		55 - 59 \$1.19		
		60 - 64 \$2.07		
		65 - 69 \$3.21		
		70 - 74 \$5.87		
		75+ \$5.87		
LIFE		\$0.101 Per \$1,000 Child		

Rate correction
to be made
TSM to

*Spouse premium is based on employee's age



Assumptions

The following are assumptions upon which this proposal is based:

1. The effective date of this case will be July 1, 2015.
2. Proposal and rates are valid until June 27, 2015.
3. Rates assume a SIC code of 9103.
4. Quote assumes a Situs State of WV. Hartford standard filed contract language applies unless approved in advance by Underwriting. State filings or specially drafted contract language is not assumed in the quoted rates.
5. Assumes a fully insured, non-participating, non-dividend eligible funding arrangement, unless otherwise specified.
6. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
7. The enrolled census information must include coverage election amounts, and be within 10% of the census data used to develop this quote.
8. The Hartford reserves the right to re-price:
 - if the sold plan design differs from the proposed/quoted plan design
 - for changes in State or Federal Insurance regulations
 - if a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
 - if the quoted minimum enrollment threshold is not met
9. The Hartford reserves the right to change the plan to comply with state mandated benefits, including charging additional premium for such changes, if applicable.
10. If any contributory lines of coverage are sold, a 45-day Grace Period will apply to all lines of coverage. If only non-contributory lines of coverage are sold, a 31-day Grace Period will apply.
11. The Minimum Life Benefit stated represents the minimum benefit before the application of Age Reduction Provisions.
12. Assumes Military Leave of Absence is 12 weeks.
13. The Hartford assumes no liability to extend coverage under severance agreements unless reviewed and approved by underwriting in advance.
14. Contract language and standard benefits approved by The Hartford will be used for all insured contract and employee booklet communication material.
15. The Disability definition of earnings includes Base Annual Earnings and Definition of Earnings. Overtime pay and target income is not included.
16. The Hartford's standard policyholder reporting package and frequency applies.
17. Quoted rates are based on all coverage lines being sold as a package.
18. We assume all eligible employees are U.S. citizens or U.S. residents, working in U.S. locations or are Accepted International Employees.
Accepted International Employees are:
 - U.S. Expatriates (U.S. citizens employed by a U.S. company, who live and work outside the U.S. on temporary assignment) or
 - Third Country Nationals (non-U.S. citizens employed by a U.S. company and who work in a country other than their own) or
 - Canadian Local Nationals (Canadian citizens working in Canada),who have met the full time eligibility requirements, are paid on the U.S. payroll, and do not work in countries subject to sanctions programs administered by the US Department of the Treasury's Office

Jefferson County West Virginia Commission

of Foreign Assets Control (OFAC), Afghanistan, Algeria, Chad, Chechnia, Columbia, Democratic Republic of Congo, Iraq, Israel, Saudi Arabia, Somalia, Sudan (South of lat.10 deg. North), Japan, Russia, Philippines, Indonesia or the Canadian provinces of British Columbia, Manitoba, Newfoundland/Labrador, Northwest Territories, Nunavut, and Saskatchewan.

19. We assume the company has been in business for at least 2 years. If otherwise, additional underwriting approval will be required prior to sale.
20. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
21. An employee must be enrolled in the Supplemental Life plan in order for the dependent spouse coverage to be purchased, unless otherwise noted.
22. Employees are required to complete Hartford Enrollment forms. All others must be approved by underwriting in advance.
23. Employees are required to complete Hartford Beneficiary designation forms. All others must be approved by underwriting in advance.
24. Late entrants are required to provide Evidence of Insurability to enter into the plan at any coverage level/amount, unless otherwise noted.
25. All enrollment materials, which include enrollment forms and brochures, must be reviewed by Underwriting prior to the enrollment date. This includes material prepared by The Hartford or any other source.
26. Assumes the plan of benefits is subject to ERISA regulations.
27. Quote assumes 1 Contract/Booklet, 1 Bill Unit, and 1 Experience Unit.
28. Coverage for Retirees is not included.

Deviations

Our proposal reflects our standard product and, consequently, may deviate from the features and/or plan designs that you requested. Accordingly, please review our proposal carefully, as we have not identified specific areas where our proposal deviates from your request. Please note that this proposal does not constitute a final offer or agreement, and it is only a summary of the benefits offered to your company.

The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment (and transferred business information) provided. Please consult with the Producer regarding all terms and conditions in this proposal.

Jefferson County West Virginia Commission

Please note the following descriptions that further explain some of our benefits and features. The descriptions are based on our Standard Language. The benefits shown below are available in most states, however, please be aware that state variations may apply.

General:

Support: As Simple as 1, 2, 3

The Hartford offers three service options to help you administer your group benefits. We also offer online tools for your employees.

Employer View®

Employer View is a secure, password-protected Web site where employers can quickly obtain plan information and transact business to help reduce administrative burden. We continually work to enhance the site's capabilities to make it more responsive to your needs. On Employer View, you are able to access such features as:

- Electronic billing
- Reports (available in either PDF or Excel)
- Medical underwriting status for evidence of insurability
- Claim status inquiry
- Booklets
- Administration kits with forms specific to your coverage(s)

Additional Support from our Customer Solutions Center

Questions or services that cannot be handled on the Web can be addressed by our Customer Solutions Center. Our skilled representatives, who are familiar with your case, are available Monday through Friday from 8 a.m. to 8 p.m. EST at 1-800-523-2233 and provide support to new and existing customers.

Local Service Representatives

If our Customer Solutions Center representatives can't assist you with your request, they'll be glad to put you in touch with a local service representative.

The Hartford At Work for Your Employees

TheHartfordAtWork.com, a secure, password-protected Web site, is a valuable resource that makes your job easier. This site is an informational resource for your employees that they can access at any time. The site offers employees the ability to:

- View claim and payment status.
- Check their medical underwriting status for evidence of insurability.
- File an STD claim in place of telephonic submission (if your plan offers this coverage).
- Start an LTD claim.
- Registered users can access forms specific to your plan's coverage(s).
- Obtain information on coverage overviews and frequently asked benefit questions.
- Enroll in direct deposit for their claim payments.
- Assess appropriate coverage levels and costs using an online calculator (based on industry averages).



Jefferson County West Virginia Commission

Life:

Common Notice

When employees are Disabled, our Waiver of Premium benefit allows them to continue their life insurance coverage without premium payment. In addition, we provide a value-added service called Common Notice. This service initiates a Life Waiver of Premium claim at the appropriate time when an insured employee is receiving benefits under a disability plan provided by The Hartford. Common Notice eliminates the need to file a separate life Waiver of Premium claim, which helps ensure an employee's group life protection is maintained during a Disability.

Living Benefit Option (Accelerated Benefit)

The Living Benefits Option (LBO) allows the employee to elect to receive an accelerated payment of a portion of the life insurance benefit when a covered person (may include employee or employee and dependent) is diagnosed as terminally ill with a 12 Months life expectancy. The employer determines applicable life expectancy and whether the benefit applies to dependent coverage.

We will pay up to 80% of the terminally ill individual's Group Term Life benefit as long as he or she has a minimum life coverage amount of \$10,000 and has not exceeded the maximum age, if any, described in the contract. LBO pays a minimum of \$3,000 and a maximum of \$500,000. Accelerated funds are paid to the employee with no restrictions on how they may be used; the remaining death benefit is then payable to the beneficiary.

Portability

Portability allows employees to continue voluntary and/or basic life insurance protection for themselves and their families when the employee changes jobs. A portion of the cost of Portability is paid by the employer through remittance of monthly plan premium. Terminated employees who elect Portability pay for the ongoing costs of this benefit at a reduced rate.

Offered at group rates, this is an affordable way for many terminating employees to continue to be protected with life insurance. No medical exam is required and the employee may elect coverage continuation equal to 100 percent, 75 percent, or 50 percent of their current life insurance, subject to an overall maximum of \$250,000. Continued coverage of spouse and dependent children is also available, subject to maximum amounts of \$50,000 and \$10,000 respectively. This Portability option is available to terminating employees who have not reached Normal Retirement Age as defined by the 1983 Federal Social Security Act (generally age 65 or later, based on a graded scale). Coverage may continue to age 75 with a reduction at age 65 to 25 percent of the original amount.

Jefferson County West Virginia Commission

Safe Haven

The Hartford's Safe Haven program is available for group life or accidental death claims(s) of \$10,000 or more, which are payable to a single beneficiary. The beneficiary elects that the proceeds be distributed through the program in lieu of a lump sum check for the full death benefit amount.

Safe Haven is intended to provide customers with a convenient means for paying immediate needs. This allows the beneficiary time to decide how to use the remaining balance of their insurance proceeds during a time when making financial decisions may be difficult. Proceeds are available to use right away to pay bills, make purchases, receive cash, reinvest or make other financial transactions. Here's how it works:

- The beneficiaries can write as many drafts each month as they wish, at anytime and for any reason - just as they might write a check.
- The draft book can be used immediately for any expenses the beneficiaries incur and in any dollar amount - up to and including the full balance, plus interest.
- Interest on the proceeds are compounded daily and credited to the account the last day of each month. The interest rate is determined by The Hartford. For interest earned equal to \$10 per year or greater, a form 1099-INT will be provided annually.
- For accurate reporting, statements summarizing activity are mailed quarterly, or monthly if a new transaction other than earned interest posts to the account.
- The Safe Haven Program does not charge any fees against the account.

Instead of contacting a traditional call center, each beneficiary is assigned his/her own personal representative. The representative will contact the beneficiary immediately upon claim payment to disclose the amount and expected delivery date. Alleviating a major stress point. And giving the beneficiary a key point of contact. The same representative will assist with all of the services Safe Haven offers.

With Safe Haven, insurance proceeds are held in our general account and payments are based on the claims-paying ability of Hartford Life and Accident Insurance Company. The Hartford will earn investment income on Safe Haven assets. The difference between the investment income earned on the Safe Haven assets and the interest credited to customers participating in the Safe Haven program will provide Hartford with a profit and cover expenses we incur. The Hartford in its sole discretion determines the credited interest rate.

Safe Haven is not intended to be a long-term investment vehicle. Safe Haven is not a bank account and as such, Safe Haven assets are not insured by the Federal Deposit Insurance Corporation. Nor are they backed or guaranteed by any federal or state government agency.

Suicide Exclusion

A Suicide Exclusion is included on Supplemental Life insurance for employees and dependents to help protect the employer's experience from unanticipated losses. It applies only to elected coverage amounts which became effective within two years of the date of death, and the two year period includes the time coverage was in force under the prior group life policy.

Life Disability Provision

Premium Waiver to Normal Retirement Age, if Disabled Prior to Age 60

Any covered employee who becomes Disabled before age 60 is eligible for continued employee life insurance, without payment of premium, while the employee remains continuously Disabled. Premium is required until the employee is approved for coverage. Once approved, premium will be waived and coverage will be continued until Normal Retirement Age while the employee remains Disabled.

Employees are considered Disabled if they are prevented by injury or sickness from doing any work for which they are, or could become, qualified by education, training or experience. If Living Benefit Option is included, employees will also be considered Disabled if they meet the definition of Terminally Ill in the certificate.

Enhanced Employee Continuity of Coverage

This language addresses concerns about employees losing coverage in takeover situations simply because the carrier changes. It is available when we are replacing a policy with Premium Waiver. Enhanced Continuity of Coverage extends coverage to employees who were insured under the prior policy on the day before our Policy Effective Date, whether or not they were actively at work on that last day.

Coverage under this provision continues until the first of the following,

- The date the employee returns to work as an Active Full-Time Employee;
- The last day of a 12-month period following our Policy Effective Date;
- The last day the employee would have been covered under the prior policy had the prior policy not terminated; or
- The date insurance terminates for one of the reasons stated in the Termination Provisions.

The Amount of Coverage provided is equal to,

- The lesser of the amount under the prior policy or the amount under our policy
- Reduced by any amount in force, paid or payable under the prior policy; or which would have been payable if timely election had been made.

Jefferson County West Virginia Commission

AD & D

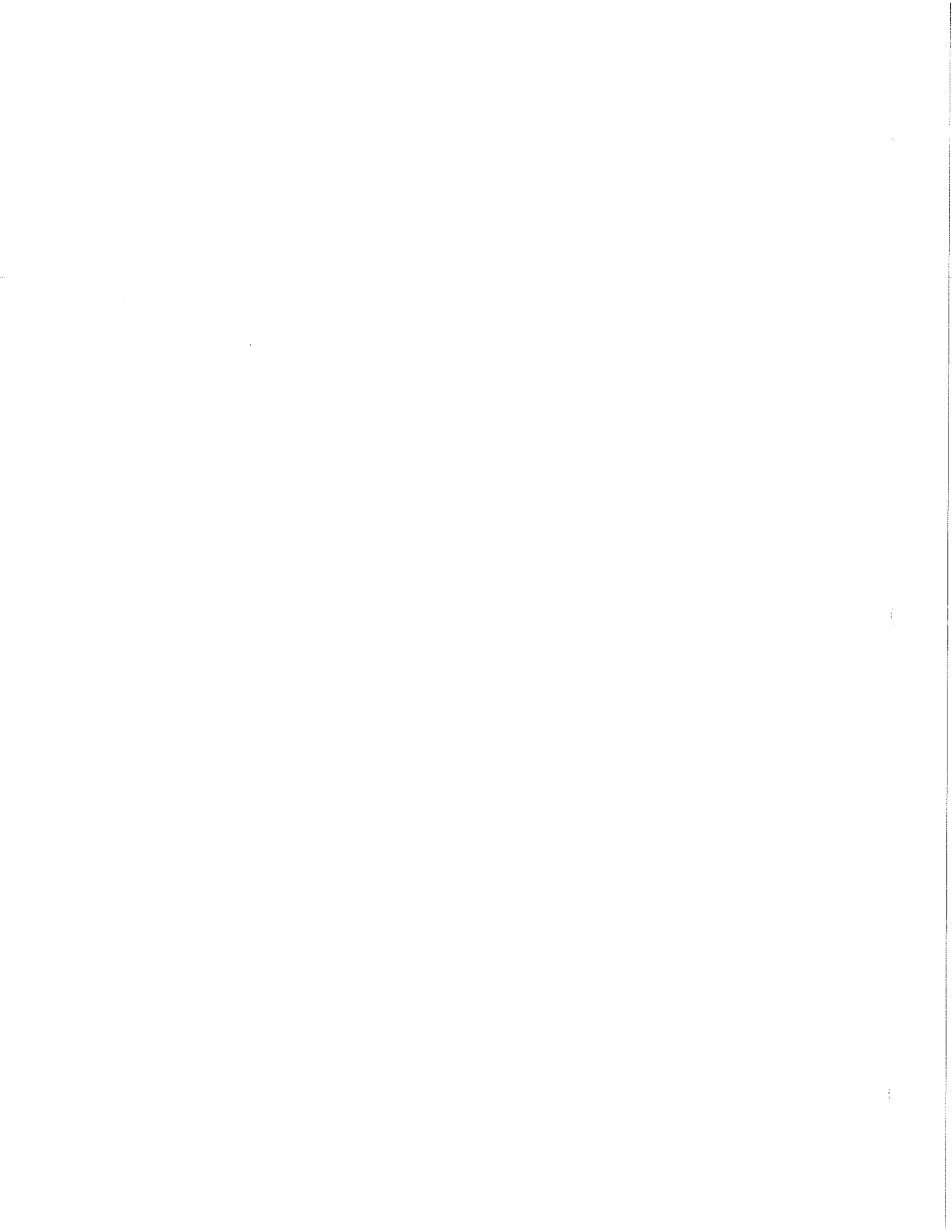
AD&D Standard Package	
Under our Standard Accidental Death and Dismemberment Benefit package, we provide payment of benefits if the following Losses occur within 365 days of the Accident. Subject to state availability, the following benefits are included:	
Loss of Life	100% of Principal Sum
Loss of Both Hands or Both Feet or Sight of Both Eyes	100% of Principal Sum
Loss of One Hand and One Foot	100% of Principal Sum
Loss of Speech & Hearing in Both Ears	100% of Principal Sum
Loss of Either Hand or Foot and Sight of One Eye	100% of Principal Sum
Loss of Either Hand or Foot	50% of Principal Sum
Loss of Sight of One Eye	50% of Principal Sum
Loss of Speech or Hearing in Both Ears	50% of Principal Sum
Loss of Thumb & Index Finger of Either Hand	25% of Principal Sum
Seat Belt and Air Bag Benefit	<p>Seat Belt - 10% of Principal Sum to a maximum of \$10,000 Air Bag - additional 5% of Principal Sum to a maximum of \$5,000, if seat belt also used.</p> <p>Minimum Benefit - If it cannot be determined that the injured person was wearing a Seat Belt at the time of the Accident, a Minimum Benefit of \$1,000 will be payable.</p> <p>If a covered individual sustains an Injury payable under the Accidental Death and Dismemberment Benefit, we will pay an additional Seat Belt Benefit if the injury occurs while riding in or driving a Motor Vehicle and wearing a Seat Belt.</p> <p>If a Seat Belt Benefit is payable, we will pay an additional Air Bag Benefit, if the individual was positioned in a seat with a factory installed Air Bag, and was properly strapped in the Seat Belt when the Air Bag inflated.</p>



Jefferson County West Virginia Commission

<p>Repatriation Benefit</p>	<p>The lesser of:</p> <ul style="list-style-type: none"> • 5% of Principal Sum; • \$5000; or • the actual expense incurred for preparation and transportation of the body for burial or cremation. <p>If a covered individual dies and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay an additional benefit if death occurs outside of the state or country of permanent residence.</p>
<p>Loss of Movement</p>	<p>Quadriplegia*-100% of Principal Sum Triplegia*-75% of Principal Sum Paraplegia*-75% of Principal Sum Hemiplegia*-50% of Principal Sum Uniplegia*-25% of Principal Sum</p> <p>If any of these Losses occur as the result of an Injury, the described benefit is payable. Loss of movement of Limbs means that movement is completely lost and is irreversible.</p> <p>* Quadriplegia- Loss of movement of both upper and lower Limbs * Triplegia- Loss of movement of three Limbs * Paraplegia- Loss of movement of both lower Limbs * Hemiplegia-Loss of movement of both upper and lower Limbs on one side of the body * Uniplegia- Loss of movement of one Limb</p>
<p>More than one of the above Losses resulting from the same Accident</p>	<p>The lesser of:</p> <ul style="list-style-type: none"> • Principal Sum; or • Sum of each Benefit payable





PRESS RELEASE

For Immediate Release

Contact: Sandy McDonald, Deputy County Administrator 304-728-3284

New Payment Options Offered for the Jefferson County Ambulance Service Fee

The County Commission voted to impose an Ambulance Service Fee on June 5, 2014 to maintain an adequate emergency ambulance system within Jefferson County. The fee will help to increase staffing and shorten response times. Those who require Ambulance services will still be responsible for any charges and costs imposed by the ambulance provider, as this is not covered by the new fee.

On April 24, 2015, the County Commission began offering additional payment options. Credit and debit card payments are now accepted online and in the County Commission office for the payment of the Ambulance Service Fee. To pay the fee online, go to www.jeffersoncountywv.org/ambulance-fee.html.

The last week of April, the County Commission mailed out the delinquent notices for the 2014 Ambulance Service Fee, which fee and late fee are due by June 1, 2015.

Fee amounts are as follows: Residences (occupied or unoccupied)-\$40 plus \$30 late fee will be \$70 per unit and Businesses-\$85 per unit plus \$30 late fee will be \$110. If your residence has been approved by the Assessor for a Homestead Exemption for the prior tax year (7-2013 to 6-2014), you will receive a 50% discount off of the approved parcel. You may be required to provide proof of the approved exemption. The fee shall be the responsibility of the owner of record of the property unit as of July 1, 2014.

Payments also may be mailed to Jefferson County Commission, Ambulance Fee, P.O. Box 250, Charles Town, WV 25414 with checks made payable to Jefferson County Commission. Our office hours are Monday-Friday 9-5 and located at 124 E. Washington Street in Charles Town. We have a payment drop box for after business hours.

For more information regarding the Jefferson County Ambulance Service Fee Ordinance you can go to the county website at www.jeffersoncountywv.org. To contact your County Commissioners with any comments, suggestions, and questions, email at info@jeffersoncountywv.org.

For further information contact: Carol Swiger, Jefferson County Commission Office 304-728-5606.

##

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

Week Ending Date

April 25, 2015

To be Deposited on:	May 1, 2015
Amount Played	60,552,365.00
Amount Won	54,516,084.59
Amount Promo	286,560.00
MWAP Contribution	<u>2,426.15</u>
Adjusted Gross Terminal Revenue	<u>5,747,294.26</u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>229,891.77</u>
Net Terminal Revenue	<u>5,517,402.49</u>
Surcharge @ 10%	551,740.24
State Share Excess @ 58% & 10% of 42%	343,182.43
Track Share of Capital Reinvestment @ 90% of 42%	<u>208,557.81</u>
<i>Track Share of Capital Reinvestment @ 96%</i>	200215.50
<i>Track Share of Capital Reinvestment @ 4%</i>	8342.31
Adjusted Net Terminal Revenue	<u>4,965,662.25</u>
Racetrack @ 46.50% / 42%	2,085,578.15
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,035,921.52
Excess Lottery Fund @ 12.85% / 9.55%	474,220.75
Race Track Purses @ 90% of 7% / 4%	178,763.84
Employee Pension Fund @ 1% / .5%	24,828.31
Greyhound Development @ 90% of .75%	33,518.22
Thoroughbred Development @ 90% of .75%	33,518.22
County/Municipality @ 2%	<u>99,313.24</u>
	<u>4,965,662.25</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%	RAMSON 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
09/13/14	\$ 102,729.92	\$ 51,364.96	\$ 51,364.96	\$ 4,073.24	\$ 20,494.62	\$ 1,114.62	\$ 17,299.72	\$ 8,382.76
09/20/14	\$ 101,329.08	\$ 50,664.54	\$ 50,664.54	\$ 4,017.70	\$ 20,215.15	\$ 1,099.42	\$ 17,063.82	\$ 8,268.45
09/27/14	\$ 100,254.44	\$ 50,127.22	\$ 50,127.22	\$ 3,975.09	\$ 20,000.76	\$ 1,087.76	\$ 16,882.85	\$ 8,180.76
10/04/14	\$ 107,062.56	\$ 53,531.28	\$ 53,531.28	\$ 4,245.03	\$ 21,358.98	\$ 1,161.63	\$ 18,029.34	\$ 8,736.30
10/11/14	\$ 102,254.00	\$ 51,127.00	\$ 51,127.00	\$ 4,054.37	\$ 20,399.67	\$ 1,109.46	\$ 17,219.57	\$ 8,343.93
10/18/14	\$ 112,829.28	\$ 56,414.64	\$ 56,414.64	\$ 4,473.68	\$ 22,509.44	\$ 1,224.20	\$ 19,000.45	\$ 9,206.87
10/25/14	\$ 99,780.40	\$ 49,890.20	\$ 49,890.20	\$ 3,956.29	\$ 19,906.19	\$ 1,082.62	\$ 16,803.02	\$ 8,142.08
11/01/14	\$ 104,484.68	\$ 52,242.34	\$ 52,242.34	\$ 4,142.82	\$ 20,844.69	\$ 1,133.66	\$ 17,595.22	\$ 8,525.95
11/08/14	\$ 105,638.52	\$ 52,819.26	\$ 52,819.26	\$ 4,188.57	\$ 21,074.88	\$ 1,146.18	\$ 17,789.53	\$ 8,620.10
11/15/14	\$ 103,620.64	\$ 51,810.32	\$ 51,810.32	\$ 4,108.56	\$ 20,672.32	\$ 1,124.28	\$ 17,449.72	\$ 8,455.44
11/22/14	\$ 92,457.24	\$ 46,228.62	\$ 46,228.62	\$ 3,665.93	\$ 18,445.22	\$ 1,003.16	\$ 15,569.80	\$ 7,544.51
11/29/14	\$ 111,186.88	\$ 55,593.44	\$ 55,593.44	\$ 4,408.56	\$ 22,181.78	\$ 1,206.38	\$ 18,723.87	\$ 9,072.85
12/06/14	\$ 93,585.00	\$ 46,792.50	\$ 46,792.50	\$ 3,710.64	\$ 18,670.21	\$ 1,015.40	\$ 15,759.71	\$ 7,636.54
12/13/14	\$ 81,809.96	\$ 40,904.98	\$ 40,904.98	\$ 3,243.76	\$ 16,321.09	\$ 887.64	\$ 13,776.80	\$ 6,675.69
12/20/14	\$ 83,201.68	\$ 41,600.84	\$ 41,600.84	\$ 3,298.95	\$ 16,598.73	\$ 902.74	\$ 14,011.16	\$ 6,789.26
12/27/14	\$ 116,229.36	\$ 58,114.68	\$ 58,114.68	\$ 4,608.49	\$ 23,187.76	\$ 1,261.09	\$ 19,573.02	\$ 9,484.32
01/03/15	\$ 136,554.56	\$ 68,277.28	\$ 68,277.28	\$ 5,414.39	\$ 27,242.63	\$ 1,481.62	\$ 22,995.79	\$ 11,142.85
01/10/15	\$ 74,198.68	\$ 37,099.34	\$ 37,099.34	\$ 2,941.98	\$ 14,802.64	\$ 805.05	\$ 12,495.06	\$ 6,054.61
01/17/15	\$ 86,434.72	\$ 43,217.36	\$ 43,217.36	\$ 3,427.14	\$ 17,243.72	\$ 937.82	\$ 14,555.61	\$ 7,053.07
01/24/15	\$ 82,425.60	\$ 41,212.80	\$ 41,212.80	\$ 3,268.17	\$ 16,443.91	\$ 894.32	\$ 13,880.47	\$ 6,725.93
01/31/15	\$ 85,566.64	\$ 42,783.32	\$ 42,783.32	\$ 3,392.72	\$ 17,070.54	\$ 928.40	\$ 14,409.42	\$ 6,982.24
02/07/15	\$ 95,718.36	\$ 47,859.18	\$ 47,859.18	\$ 3,795.23	\$ 19,095.81	\$ 1,038.55	\$ 16,118.97	\$ 7,810.62
02/14/15	\$ 96,262.16	\$ 48,131.08	\$ 48,131.08	\$ 3,816.80	\$ 19,204.30	\$ 1,044.44	\$ 16,210.55	\$ 7,854.99
02/21/15	\$ 75,221.32	\$ 37,610.66	\$ 37,610.66	\$ 2,982.53	\$ 15,006.65	\$ 816.15	\$ 12,667.27	\$ 6,138.06
02/28/15	\$ 113,964.28	\$ 56,982.14	\$ 56,982.14	\$ 4,518.68	\$ 22,735.87	\$ 1,236.51	\$ 19,191.59	\$ 9,299.49
03/07/15	\$ 87,500.84	\$ 43,750.42	\$ 43,750.42	\$ 3,469.41	\$ 17,456.42	\$ 949.38	\$ 14,735.14	\$ 7,140.07
03/14/15	\$ 110,193.32	\$ 55,096.66	\$ 55,096.66	\$ 4,369.17	\$ 21,983.57	\$ 1,195.60	\$ 18,556.55	\$ 8,991.77
03/21/15	\$ 106,162.16	\$ 53,081.08	\$ 53,081.08	\$ 4,209.33	\$ 21,179.35	\$ 1,151.86	\$ 17,877.71	\$ 8,662.83
03/28/15	\$ 101,097.76	\$ 50,548.88	\$ 50,548.88	\$ 4,008.53	\$ 20,169.00	\$ 1,096.91	\$ 17,024.86	\$ 8,249.58
04/04/15	\$ 103,427.56	\$ 51,713.78	\$ 51,713.78	\$ 4,100.90	\$ 20,633.80	\$ 1,122.19	\$ 17,417.20	\$ 8,439.69
04/11/15	\$ 102,049.08	\$ 51,024.54	\$ 51,024.54	\$ 4,046.25	\$ 20,358.79	\$ 1,107.23	\$ 17,185.07	\$ 8,327.20
04/18/15	\$ 98,676.20	\$ 49,338.10	\$ 49,338.10	\$ 3,912.51	\$ 19,685.90	\$ 1,070.64	\$ 16,617.07	\$ 8,051.98
04/25/15	\$ 99,313.24	\$ 49,656.62	\$ 49,656.62	\$ 3,937.77	\$ 19,812.99	\$ 1,077.55	\$ 16,724.35	\$ 8,103.96
Subtotal	\$ 4,422,869.56	\$ 2,667,466.52	\$ 1,755,403.04	\$ 139,203.47	\$ 700,405.78	\$ 38,092.27	\$ 591,219.76	\$ 286,481.76

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

**VIDEO LOTTERY REPORT
FY 2011**

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	9/13/2014	51,364.96
9/18/2010	67,638.78	9/17/2011	66,748.62	9/22/2012	56,996.90	9/21/2013	54,277.94	9/20/2014	50,664.54
9/25/2010	70,435.06	9/24/2011	68,929.80	9/29/2012	61,611.40	9/28/2013	54,881.50	9/27/2014	50,127.22
10/2/2010	71,013.86	10/1/2011	68,871.64	10/6/2012	62,715.20	10/5/2013	55,950.74	10/4/2014	53,531.28
10/9/2010	69,311.50	10/8/2011	70,866.90	10/13/2012	60,710.18	10/12/2013	55,837.92	10/11/2014	51,127.00
10/16/2010	75,234.62	10/15/2011	75,262.66	10/20/2012	62,333.08	10/19/2013	61,327.20	10/18/2014	56,414.64
10/23/2010	70,290.80	10/22/2011	68,757.72	10/27/2012	58,073.54	10/26/2013	52,854.06	10/25/2014	49,890.20
10/30/2010	65,615.04	10/29/2011	60,507.98	11/3/2012	56,545.30	11/2/2013	57,543.54	11/1/2014	52,242.34
11/6/2010	61,337.62	11/5/2011	70,673.88	11/10/2012	56,110.96	11/9/2013	54,666.76	11/8/2014	52,819.26
11/13/2010	64,595.28	11/12/2011	67,627.10	11/17/2012	57,432.36	11/16/2013	56,495.96	11/15/2014	51,810.32
11/20/2010	56,010.08	11/19/2011	60,690.60	11/24/2012	65,888.86	11/23/2013	48,628.62	11/22/2014	46,228.62
11/27/2010	71,170.90	11/26/2011	74,140.54	12/1/2012	50,243.34	11/30/2013	59,645.66	11/29/2014	55,593.44
12/4/2010	53,215.08	12/3/2011	59,429.94	12/8/2012	50,770.96	12/7/2013	47,306.24	12/6/2014	46,792.50
12/11/2010	46,944.00	12/10/2011	51,395.44	12/15/2012	47,022.38	12/14/2013	29,229.02	12/13/2014	40,904.98
12/18/2010	42,076.76	12/17/2011	55,981.32	12/22/2012	46,838.96	12/21/2013	44,581.02	12/20/2014	41,600.84
12/25/2010	50,450.28	12/24/2011	54,248.62	12/29/2012	59,697.22	12/28/2013	62,117.14	12/27/2014	58,114.68
1/1/2011	85,152.12	12/31/2011	94,661.00	1/5/2013	71,673.52	1/4/2014	62,963.88	1/3/2015	68,277.28
1/8/2011	54,301.30	1/7/2012	74,863.40	1/12/2013	50,416.30	1/11/2014	37,935.94	1/10/2015	37,099.34
1/15/2011	54,005.90	1/14/2012	58,901.92	1/19/2013	51,211.88	1/18/2014	49,418.64	1/17/2015	43,217.36
1/22/2011	60,924.74	1/21/2012	61,819.92	1/26/2013	46,966.26	1/25/2014	42,720.80	1/24/2015	41,212.80
1/29/2011	48,036.94	1/28/2012	62,898.78	2/2/2013	52,067.92	2/1/2014	47,681.60	1/31/2015	42,783.32
2/5/2011	60,777.44	2/4/2012	72,154.66	2/9/2013	52,222.20	2/8/2014	45,434.52	2/7/2015	47,859.18
2/12/2011	67,471.84	2/11/2012	66,429.04	2/16/2013	64,243.52	2/15/2014	41,076.08	2/14/2015	48,131.08
2/19/2011	72,018.54	2/18/2012	77,455.88	2/23/2013	64,115.70	2/22/2014	61,523.98	2/21/2015	37,610.66
2/26/2011	75,544.02	2/25/2012	77,611.78	3/2/2013	62,602.74	3/1/2014	57,744.78	2/28/2015	56,982.14
3/5/2011	74,535.34	3/3/2012	75,963.86	3/9/2013	59,213.26	3/8/2014	50,439.94	3/7/2015	43,750.42
3/12/2011	66,979.48	3/10/2012	76,808.62	3/16/2013	62,366.36	3/15/2014	54,414.66	3/14/2015	55,096.66
3/19/2011	73,113.26	3/17/2012	76,883.92	3/23/2013	59,841.02	3/22/2014	50,734.62	3/21/2015	53,081.08
3/26/2011	68,490.80	3/24/2012	72,108.36	3/30/2013	57,567.98	3/29/2014	51,174.60	3/28/2015	50,548.88
4/2/2011	70,846.58	3/31/2012	74,244.22	4/6/2013	63,108.84	4/5/2014	55,229.90	4/4/2015	51,713.78
4/9/2011	67,076.78	4/7/2012	75,382.98	4/13/2013	56,849.30	4/12/2014	48,653.18	4/11/2015	51,024.54
4/16/2011	64,698.56	4/14/2012	71,065.34	4/20/2013	55,432.12	4/19/2014	54,469.22	4/18/2015	49,338.10
4/23/2011	67,674.14	4/21/2012	68,055.08	4/27/2013	58,612.74	4/26/2014	51,637.18	4/25/2015	49,656.62

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

2,667,466.52

Table Game Revenue

Date	Amount	Date	Amount	Date	Amount	Date	Amount
July/August, 2010	154,185.68	July, 2011	141,718.01	July, 2012	138,663.64	July, 2013	99,274.36
September, 2010	94,247.84	August, 2011	137,473.92	August, 2012	133,245.83	August, 2013	111,427.75
October, 2010	105,903.60	September, 2011	110,375.25	September, 2012	127,532.40	September, 2013	80,857.74
November, 2010	108,717.67	October, 2011	124,273.94	October, 2012	126,482.02	October, 2013	81,066.09
December, 2010	118,721.11	November, 2011	121,118.87	November, 2012	134,443.93	November, 2013	79,853.94
January, 2011	106,189.21	December, 2011	140,509.93	December, 2012	146,677.92	December, 2013	79,617.31
February, 2011	105,776.45	January, 2012	137,812.68	January, 2013	132,650.35	January, 2014	75,093.81
March, 2011	120,927.10	February, 2012	142,770.01	February, 2013	121,636.62	February, 2014	75,170.90
April, 2011	130,654.61	March, 2012	151,845.46	March, 2013	149,033.62	March, 2014	78,201.51
May, 2011	130,492.02	April, 2012	127,862.26	April, 2013	105,545.23	April, 2014	72,380.72
June, 2011	121,576.41	May, 2012	137,905.13	May, 2013	109,747.38	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

Date	Amount
July, 2014	78,639.07
August, 2014	84,726.51
September, 2014	71,967.51
October, 2014	66,257.02
November, 2014	71,046.66
December, 2014	76,797.24
January, 2015	73,346.66
February, 2015	66,262.78
March, 2015	73,747.70

Total 2014-2015 **662,791.15**

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	August, 2014	254,179.53
September, 2011	331,125.75	September, 2012	382,597.20	September, 2013	242,573.22	September, 2014	215,902.53
October, 2011	372,821.82	October, 2012	379,446.06	October, 2013	243,198.27	October, 2014	198,771.06
November, 2011	363,356.61	November, 2012	403,331.79	November, 2013	239,561.82	November, 2014	213,139.98
December, 2011	421,529.79	December, 2012	440,033.75	December, 2013	238,851.93	December, 2014	230,391.72
January, 2012	413,438.04	January, 2013	397,951.05	January, 2014	225,281.43	January, 2015	220,039.98
February, 2012	428,310.03	February, 2013	381,857.07	February, 2014	225,512.70	February, 2015	198,788.34
March, 2012	455,536.38	March, 2013	447,100.86	March, 2014	234,604.53	March, 2015	221,243.10
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	1,988,373.45

2015 JEFFERSON COUNTY LEVY RATE SHEET
RATES PER \$100 VALUATION

	State	County Current	School Current Expenses	School Excess Levy	School Per. Improvement	Municipal	TOTAL	State	County Current	School Current Expenses	School Excess Levy	School Per. Improvement	Municipal	TOTAL
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Class I

Class II

Charles Town District	0.0025	0.1419	0.1940	0.2295	0.0210		0.5889	0.0050	0.2838	0.3880	0.4590	0.0420		1.1778
Charles Town Corporation	0.0025	0.1419	0.1940	0.2295	0.0210	0.1121	0.7010	0.0050	0.2838	0.3880	0.4590	0.0420	0.2242	1.4020
Ranson Corporation	0.0025	0.1419	0.1940	0.2295	0.0210	0.1250	0.7139	0.0050	0.2838	0.3880	0.4590	0.0420	0.2500	1.4278
Harpers Ferry District	0.0025	0.1419	0.1940	0.2295	0.0210		0.5889	0.0050	0.2838	0.3880	0.4590	0.0420		1.1778
Harpers Ferry Corporation	0.0025	0.1419	0.1940	0.2295	0.0210	0.0693	0.6582	0.0050	0.2838	0.3880	0.4590	0.0420	0.1386	1.3164
Bolivar Corporation	0.0025	0.1419	0.1940	0.2295	0.0210	0.0790	0.6679	0.0050	0.2838	0.3880	0.4590	0.0420	0.1580	1.3358
Kabletown District	0.0025	0.1419	0.1940	0.2295	0.0210		0.5889	0.0050	0.2838	0.3880	0.4590	0.0420		1.1778
Middleway District	0.0025	0.1419	0.1940	0.2295	0.0210		0.5889	0.0050	0.2838	0.3880	0.4590	0.0420		1.1778
Shepherdstown District	0.0025	0.1419	0.1940	0.2295	0.0210		0.5889	0.0050	0.2838	0.3880	0.4590	0.0420		1.1778
Shepherdstown Corporation	0.0025	0.1419	0.1940	0.2295	0.0210	0.0805	0.6694	0.0050	0.2838	0.3880	0.4590	0.0420	0.1610	1.3388

Class III

Class IV

Charles Town District	0.0100	0.5676	0.7760	0.9180	0.0840		2.3556							
Charles Town Corporation								0.0100	0.5676	0.7760	0.9180	0.0840	0.4484	2.8040
Ranson Corporation								0.0100	0.5676	0.7760	0.9180	0.0840	0.5000	2.8556
Harpers Ferry District	0.0100	0.5676	0.7760	0.9180	0.0840		2.3556							
Harpers Ferry Corporation								0.0100	0.5676	0.7760	0.9180	0.0840	0.2772	2.6328
Bolivar Corporation								0.0100	0.5676	0.7760	0.9180	0.0840	0.3160	2.6716
Kabletown District	0.0100	0.5676	0.7760	0.9180	0.0840		2.3556							
Middleway District	0.0100	0.5676	0.7760	0.9180	0.0840		2.3556							
Shepherdstown District	0.0100	0.5676	0.7760	0.9180	0.0840		2.3556							
Shepherdstown Corporation								0.0100	0.5676	0.7760	0.9180	0.0840	0.3220	2.6776