

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, AUGUST 6, 2015**  
**9:30 A.M.**

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

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

- July 30, 2015 Regular Meeting

**APPROVAL OF PURCHASE ORDERS**

- August 6, 2015

**APPROVAL OF ACCOUNTS PAYABLE**

- August 6, 2015

**APPROVAL OF MANUAL CHECKS**

- August 6, 2015

**ANNOUNCEMENTS**

- Report if there are changes in the agenda if applicable

**PUBLIC COMMENT**

**PRESENTATIONS**

1. 9:45 a.m. Angie Banks, Assessor  
- Exonerations - Discussion/Action

2. 10:00 a.m. Pete Dougherty, Sheriff
  - Fish and Wildlife SORT Team designation as Special Deputies - Discussion/Action
  - Promotions - Discussion/Action
  - All Good Festival Update
3. 10:30 a.m. Bill Polk, Maintenance Director
  - Postage Machine - Replacing Outdated Postage Machine - Discussion/Action
  - Discuss Cleaning Contract and hiring of in-house cleaning staff - Discussion/Action
4. 10:45 a.m. **BREAK**
5. 11:00 a.m. Jennifer Myers, Jefferson County Parks and Recreation
  - Request to over-spend in the park improvement category from the JCPRC impact fee account to complete construction at James Hite Park - Discussion/Action
6. 11:30 a.m. Bridget Cohee, Esquire
  - Executive Session §6-9A-3 - Discussion on Litigation - 3:13-cv-95 and 3:13-cv-156 - K-9 Cases

#### **NEW BUSINESS**

7. Discussion on Planning Commission outstanding ordinances - Discussion/Action (PN)
8. Approval of Budget Revision #2 of the General Fund for FY16 - Discussion/Action
9. Approval of Resolution and Contract - Community Participation Grant Program for the Jefferson County Solid Waste Authority in the amount of \$2,500 - Discussion/Action
10. Approval of Resolution and Contract - Community Participation Grant Program for the Good Shepherd Interfaith Volunteer Caregivers in the amount of \$4,000 - Discussion/Action
11. Appointment of Laura Whittington, Bolivar Town Administrator, to the Jefferson County Development Authority as the representative for Bolivar - Discussion/Action

#### **COUNTY ADMINISTRATOR REPORTS**

- Ambulance Late Fee Course of Action - Discussion/Action
- Uncompensated Absences Report - Discussion/Action

**COUNTY COMMISSION REPORTS**

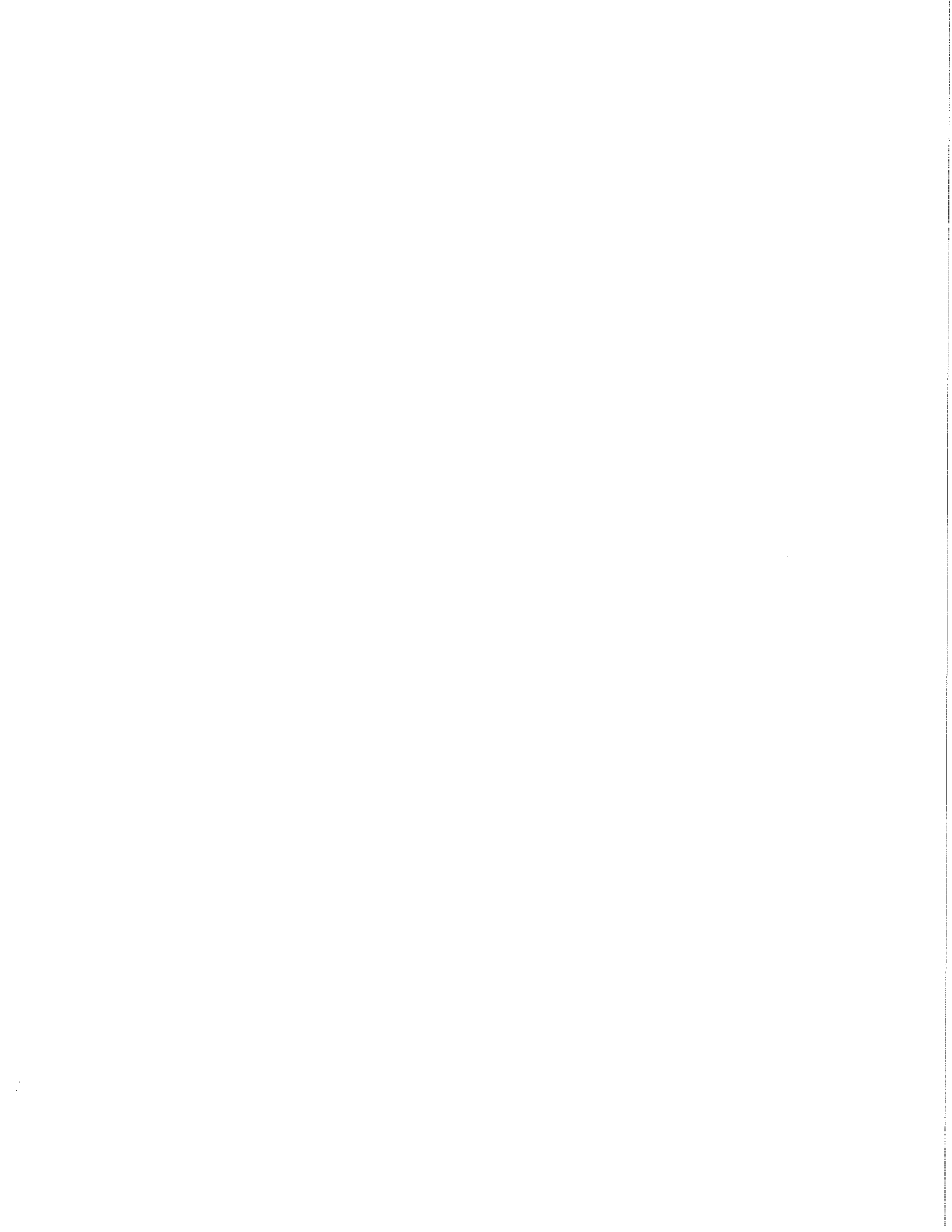
**12. ADJOURN**

**CORRESPONDENCE/INFORMATION**

Letter from Marshall DeMerrit, resident, regarding the Ambulance Fee.

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

*At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.*



# Minutes

## Jefferson County Commission

Thursday, July 30, 2015

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A meeting of the Jefferson County Commission was held on Thursday, July 30, 2015 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Eric Bell, Dale Manuel, Patsy Noland, Walter Pellish, and Jane Tabb. Also present were Stephanie Grove, County Administrator, Jessica Carroll, Executive Administrative Assistant and Jim Eddy, Bailiff. (An audio tape of the Thursday, July 30, 2015 meeting is available through the Jefferson County Commission Office.)

### PLEDGE OF ALLEGIANCE

Commissioner Noland led the Pledge of Allegiance.

### APPROVAL OF MINUTES

**Motion by Mr. Manuel to approve the July 16, 2015 Regular Meeting Minutes. Motion seconded and unanimously approved.**

### APPROVAL OF PAYROLL

**Motion by Ms. Tabb to approve the Regular Payroll for July 16, 2015 in the amount of \$251,933.65. Motion seconded and unanimously approved.**

### APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
074742	412	COMCAST		\$ -	\$ 103.63	\$ 103.63
074742	425	COMCAST		\$ -	\$ 615.19	\$ 615.19
074743	413	APPLE VALLEY OFF.PRODUCT		\$ -	\$ 109.74	\$ 109.74
074744	712	FRONTIER WV, INC		\$ -	\$ 380.00	\$ 380.00
074745	GRANT	EVAK K9		\$ -	\$ 3,800.00	\$ 3,800.00

074746	700	FEDEX		\$ -	\$ 220.29	\$ 220.29
074747	401	JEFFERSON PUBLISH CO INC		\$ -	\$ 67.48	\$ 67.48
074747	402	JEFFERSON PUBLISH CO INC		\$ -	\$ 120.66	\$ 120.66
074748	GRANT	JEFFERSON DAY REPORT CNT		\$ -	\$ 17,491.00	\$ 17,491.00
074749	425	JEFFERSON UTILITIES INC		\$ -	\$ 559.76	\$ 559.76
074750	717	J & K PRECISION AUTO CAR		\$ -	\$ 64.95	\$ 64.95
074751	424	KONE INC.		\$ -	\$ 370.50	\$ 370.50
074751	425	KONE INC.		\$ -	\$ 1,111.50	\$ 1,111.50
074752	712	LANGUAGE LINE SERVICES		\$ -	\$ 152.22	\$ 152.22
074753	PAYROLL	MAZZITTI & SULLIVAN EAP		\$ -	\$ 936.00	\$ 936.00
074754	401	PATRICIA A NOLAND		\$ -	\$ 32.69	\$ 32.69
074755	424	NEOPOST MIDATLANTIC		\$ -	\$ 265.08	\$ 265.08
074756	403	PIFER OFFICE SUPPLY, INC		\$ -	\$ 79.17	\$ 79.17
074756	406	PIFER OFFICE SUPPLY, INC		\$ -	\$ 30.32	\$ 30.32
074756	406	PIFER OFFICE SUPPLY, INC		\$ -	\$ 80.86	\$ 80.86
074757	425	POTOMAC EDISON/OH		\$ -	\$ 98.73	\$ 98.73
074758	425	ROACH OIL COMPANY		\$ -	\$ 1,716.22	\$ 1,716.22
074759	425	RCS SECURITY		\$ -	\$ 456.00	\$ 456.00
074760	401	RICOH USA, INC./GA		\$ -	\$ 252.73	\$ 252.73
074760	403	RICOH USA, INC./GA		\$ -	\$ 287.58	\$ 287.58
074760	404	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
074760	405	RICOH USA, INC./GA		\$ -	\$ 423.90	\$ 423.90
074760	406	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
074760	425	RICOH USA, INC./GA		\$ -	\$ 48.10	\$ 48.10
074760	433	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
074760	440	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
074760	700	RICOH USA, INC./GA		\$ -	\$ 295.90	\$ 295.90
074760	712	RICOH USA, INC./GA		\$ -	\$ 267.08	\$ 267.08
074761	717	THOMASSEN AUTO GROUP		\$ -	\$ 25.36	\$ 25.36
074762	425	THOMPSON GAS		\$ -	\$ 573.35	\$ 573.35
074763	425	TML COPIERS & DIGITAL		\$ -	\$ 313.75	\$ 313.75
074764	424	US POSTAL SERVICE		\$ -	\$ 20,000.00	\$ 20,000.00
074765	424	WV DIVISION OF LABOR		\$ -	\$ 50.00	\$ 50.00
074765	425	WV DIVISION OF LABOR		\$ -	\$ 100.00	\$ 100.00
<b>TOTAL</b>						<b>\$ 52,142.36</b>

**Motion by Ms. Tabb to approve the accounts payable for July 23, 2015 in the amount of \$52,142.36. Motion seconded and unanimously approved.**

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
074768	PAYROLL	AMERICAN FAMILY LIFE ICU		\$ -	\$ 6,156.87	\$ 6,156.87
074769	425	COMCAST		\$ -	\$ 189.90	\$ 189.90
074770	712	AT&T/GA		\$ -	\$ 52.02	\$ 52.02
074771	713	BLUE RIDGE FIRE CO.		\$ -	\$ 10,000.00	\$ 10,000.00
074772	PAYROLL	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
074773	PAYROLL	BUREAU F/CHILD SPPT ENF		\$ -	\$ 212.31	\$ 212.31
074774	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
074775	401	201 N. GEORGE ST LLC		\$ -	\$ 9,638.92	\$ 9,638.92
074776	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 119.54	\$ 119.54
074777	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 530.77	\$ 530.77
074778	425	OLD CHARLES TOWN LIBRARY		\$ -	\$ 1,500.00	\$ 1,500.00
074779	PAYROLL	COLONIAL LIFE		\$ -	\$ 719.37	\$ 719.37
074780	717	GUTTMAN OIL CO		\$ -	\$ 14,650.83	\$ 14,650.83
074781	412	MICHAEL HARMAN		\$ -	\$ 427.79	\$ 427.79
074782	713	INDEPENDENT FIRE COMPANY		\$ -	\$ 10,000.00	\$ 10,000.00
074783	PAYROLL	VOYA FINANCIAL		\$ -	\$ 3,085.00	\$ 3,085.00
074784	GRANT	JEFF CO BOARD O/EDUCATIO		\$ -	\$ 45,378.41	\$ 45,378.41
074785	GRANT	JEFFERSON DAY REPORT CNT		\$ -	\$ 616.90	\$ 616.90
074786	712	ROBERT E. JONES III		\$ -	\$ 1,000.00	\$ 1,000.00
074787	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 5,750.00	\$ 5,750.00
074788	404	JOYCE A. JOHNS		\$ -	\$ 4,200.00	\$ 4,200.00
074789	405	RALPH A LORENZETTI JR		\$ -	\$ 416.72	\$ 416.72
074790	401	MENARD CONSULTING, INC.		\$ -	\$ 2,500.00	\$ 2,500.00
074791	ALLOC	MIDDLEWAY FIRE CO		\$ -	\$ 10,000.00	\$ 10,000.00
074792	GRANT	MASTER SRVC MID-ATLANTIC		\$ -	\$ 4,000.00	\$ 4,000.00
074793	PAYROLL	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 150.00	\$ 150.00
074794	PAYROLL	NATIONWIDE RETIREMENT		\$ -	\$ 749.00	\$ 749.00
074795	GRANT	JEFF CO PARKS &		\$ -	\$ 6,000.00	\$ 6,000.00
074796	406	PIFER OFFICE SUPPLY, INC		\$ -	\$ 75.18	\$ 75.18
074797	429	EASTERN PANHANDLE REGION		\$ -	\$ 19,794.26	\$ 19,794.26
074798	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 46,086.46	\$ 46,086.46
074798	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 10,778.32	\$ 10,778.32
074798	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 43,816.57	\$ 43,816.57
074799	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 48,725.09	\$ 48,725.09
074800	PAYROLL	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 17,095.72	\$ 17,095.72
074800	PAYROLL	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 24,135.09	\$ 24,135.09
074801	717	THOMASSEN AUTO GROUP		\$ -	\$ 93.09	\$ 93.09
074802	425	TRENARY SERVICE CO		\$ -	\$ 4,080.12	\$ 4,080.12
074803	405	THOMSON REUTER - WEST		\$ -	\$ 5,433.98	\$ 5,433.98

074804	425	WM OF WEST VIRGINIA, INC		\$ -	\$ 653.10	\$ 653.10
074805	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 114,920.44	\$ 114,920.44
074805	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 38,306.86	\$ 38,306.86
074806	415	WV STATE AUDITOR**		\$ -	\$ 11,445.00	\$ 11,445.00
074807	711	WV EMER MANAGMENT COUNCI		\$ -	\$ 75.00	\$ 75.00
074808	PAYROLL	WV CPRB/LOAN DIVISION		\$ -	\$ 249.75	\$ 249.75
074809	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 292.04	\$ 292.04
074809	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 129.80	\$ 129.80
<b>TOTAL</b>						<b>\$ 524,741.61</b>
<b>TOTAL</b>				<b>\$ -</b>	<b>\$ 524,741.61</b>	<b>\$ 524,741.61</b>

**Motion by Ms. Noland to approve the accounts payable for July 30, 2015 in the amount of \$524,741.61. Motion seconded and unanimously approved.**

**PUBLIC COMMENT:**

No public comment was provided during this meeting.

**PRESENTATIONS**

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

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Cheryl Phelps	PP	CTC	306151	\$162.63

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

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Robert Smith	PP	CTD	304263	\$87.16

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

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Douglas Fargo	PP	CTD	301687	\$65.96

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

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Christopher and Melissa Bugaj	PP	CTD	300903	\$325.08

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

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Don J. Orser	RE	Kabletown	18605	\$146.05

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

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Mary Jean Hartman, Trustee for Ivy Brook LLC	RE	CTD	3445	\$1,133.06

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

NAME	TYPE	DISTRICT	TICKET #	AMOUNT
Laura Johnson	PP	CTC	305754	\$89.74
Bobby Johnson				\$28.04

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

2. John Reisenweber, Director, Jefferson County Development Authority – introduced the Commission to Lyn Goodwin, newly hired Program Manager, and Matt Coffe, newly hired Business Coach.

3. Bill Polk, Director of Maintenance

- a. Replacement of Outdated Postage Machine

- **Motion by Mr. Manuel to approve the purchase of a new postage machine and contract necessary up to \$12,000. Motion seconded but withdrawn.**

- **Motion by Mr. Manuel to postpone decision on this item until the next regularly scheduled County Commission meeting to be held on August 6, 2015. Motion seconded and unanimously approved.**
- b. Cleaning Contract
- **Motion by Mr. Manuel to postpone decision on this item until the next regularly scheduled County Commission meeting to be held on August 6, 2015. Motion seconded and unanimously approved.**
- c. Courthouse Roof Renovation Update – Mr. Polk stated rotten/deteriorated wood sheathing was discovered while completing current repairs to the Courthouse roof and would need to be reinforced. As a result, change orders for the scope of work for the Courthouse would be coming before the Commission.
- d. Old School House at Poor Farm – Mr. Polk provided the Commission with a discussion on the Old School House, stating he spoke with both Martin Burke of the Historic Landmarks Commission and Sheriff Pete Dougherty, and requested the Commission offer guidance on which direction to take in regards to the property.
- **Motion by Mr. Manuel to request Maintenance staff to research the cost associated with the repair and rehabilitation of the Old School House at Poor Farm in effort to make the space useable for the Jefferson County Animal Control office. Motion seconded and unanimously approved.**
4. The Commission recessed for break at 10:45 am.  
The Commission reconvened at 11:00 am.
5. Martin Burke, Chair, Jefferson County Historic Landmarks Commission – requested 50% matching funds for Historic Preservation Development Grant from WV Archives and History Commission to replace roof on Snow Hill/Poor Farm Kearneysville, WV.
- **Motion by Mr. Manuel to provide the Jefferson County Historic Landmarks Commission with matching funds for the Historic Preservation Development Grant , up to \$10,000, for replacement of the roof on Snow Hill. Motion seconded.**
  - **Motion by Mr. Pellish to amend Mr. Manuel’s motion and provide the Historic Landmarks Commission with \$14,685 for the replacement of the roof on Snow Hill, to come from the Contingency Fund. Motion seconded and unanimously approved.**
6. Ronda Eddy, Director, Jefferson County Day Report Center

- a. Requested the Commission approve the appointment of Dan Dulyea, Berkeley County Council nominee, to the Jefferson County Community Criminal Justice Board.
  - **Motion by Mr. Manuel to approve the appointment of Dan Dulyea, Berkeley County Council nominee, to the Jefferson County Community Criminal Justice Board. Motion seconded and unanimously approved.**
- b. Approval of Resolution and Contract – Community Corrections Grant for \$150,000.
  - **Motion by Mr. Manuel to approve the Resolution and contract for the Community Corrections Grant (16-CC-07) in the amount of \$150,000 and to authorize the President of the Commission to affix her signature to the appropriate documents. Motion seconded and unanimously approved.**
7. Bridget Cohee, Esq. – was scheduled to provide the Commission with an update on litigation concerning the following cases – 3:13-cv-95 and 3:13-cv-156.
  - o Due to a scheduling conflict, this item was postponed until the August 6, 2015 regularly scheduled meeting.
8. Jennifer Myers, Director, Jefferson County Park and Recreation – requested permission to over-spend in the park improvement category from the Jefferson County Parks and Recreation Impact Fee Account to complete construction at James Hite Park.
  - o It was the consensus of the Commission to delay action on this item until the next regularly scheduled meeting on August 6, 2015 to allow legal counsel time to research the matter.
9. Roger Goodwin, Chief County Engineer – requested approval to reallocate budgeted compensation for three positions in the Engineering Department.
  - **Motion by Ms. Noland to approve the compensation adjustments in the Engineering Department as presented to include the following: Impact Fee Specialist – Grade IV, Step D; Lead Building Inspector – Grade IV, Step N; and Ordinance Compliance Officer – Grade III, Step H, effective September 1, 2015. Motion seconded and unanimously approved.**
10. Jennifer Brockman, Director of Planning and Zoning
  - a. Provided the Commission with a recommendation from the Planning Commission regarding the proposed text amendment to Appendix C, Principal Permitted Uses Table of the Jefferson County Zoning and Land Development Ordinance, regarding Cultural Facilities (ZTA 15-01)

- It was the consensus of the Commission to schedule a public hearing on this matter during the afternoon session of a regularly scheduled County Commission meeting.
- b. Provided the Commission with a recommendation from the Planning Commission regarding the Bolivar Urban Growth Boundary

### UNFINISHED BUSINESS

11. Review GASB 45, actuarial study, and clarification on County's Post-Retirement Health Benefits.
  - **Motion by Mr. Pellish to include the 21 employees eligible for PEIA post-retiree healthcare in the GASB 45 actuarial study in the amount of \$1,477,030. Motion seconded and unanimously approved.**

### NEW BUSINESS

12. Approval/Signature of Resolution conveying Deed from West Virginia Department of Transportation, Division of Highways to the Jefferson County Commission for the Jefferson County Convention and Visitor Bureau.
  - **Motion by Ms. Noland to approve the Resolution conveying the Deed to the Jefferson County Commission for the JCCVB and authorize the President of the Commission to sign the appropriate documents. Motion seconded and unanimously approved.**
  - **Motion by Mr. Pellish to transfer the lease to the Jefferson County Convention and Visitor Bureau for \$1.00 per year for a time period of 100 years. Motion seconded and unanimously approved.**
13. Request to use the JCC meeting room on Saturday, September 12, 2015 from 9:00 a.m. to 12:00 p.m. to hold a "Running for Office" workshop.
  - **Motion by Ms. Tabb to approve the use of the Jefferson County meeting room on Saturday, September 12, 2015 to hold a "Running for Office" workshop. Motion seconded and unanimously approved.**
14. Request to schedule an agenda appointment with WV State Police Captain Widmyer to discuss the All Good Festival during the August 6, 2015 County Commission meeting.
  - **Motion by Mr. Manuel to invite WV State Police Captain Widmyer to be present during Barb Miller's after action report on the All Good Festival, to**

be given during a regularly scheduled County Commission meeting in September. Motion seconded and unanimously approved.

### **COUNTY ADMINISTRATOR REPORTS**

2<sup>nd</sup> County Commission Meeting in August – Ms. Grove stated the second County Commission meeting in August would be held during the week of the County Fair. It was the consensus of the Commission to cancel the second County Commission in August and reconvene on September 6, 2015.

Uncompensated Absences Report – Ms. Grove stated she had received the Uncompensated Absences report from the county departments and elected officials and would be discussing it during the August 6, 2015 County Commission meeting.

All Good Festival After-Action Report – Ms. Grove stated Ms. Barb Miller, Director of Jefferson County Homeland Security and Emergency Management, would be providing a comprehensive after-action report on the All Good Festival during a County Commission meeting in September.

Ambulance Fee Report – Ms. Grove stated \$36,030 in ambulance fees have been collected so far for 2015.

### **COUNTY COMMISSION REPORTS**

Patsy Noland

- Attended a tour of the burned buildings in Harper Ferry.
- Stated she'd be attending the State Auditor's In-Service Training in Morgantown on August 9-11.

Jane Tabb

- Attended a PSD work session and business meeting.
- Attended an ESA meeting.
- Attended an LEPC meeting.
- Attended a Farmland Protection Board Easement meeting.
- Attended the Farm Bureau Chamber of Commerce picnic.

Dale Manuel

- Attended a PSD work session.
- Attended a tour of the burned buildings in Harpers Ferry.

Eric Bell

- Attended Juvenile Drug Court sessions and graduation.
- Attended a tour of the burned buildings in Harpers Ferry.
- Stated he will be attending the State Auditor's In-Service training in Morgantown on August 9-11.

Walt Pellish

- Appeared as a guest speaker at an Eastern Panhandle Homebuilders' Association meeting.
- Stated the foreign exchange student he and his wife hosted last year had returned for another visit.

15. The Commission meeting adjourned at 1:22 pm on a motion by Mr. Bell. Motion was seconded and unanimously approved.

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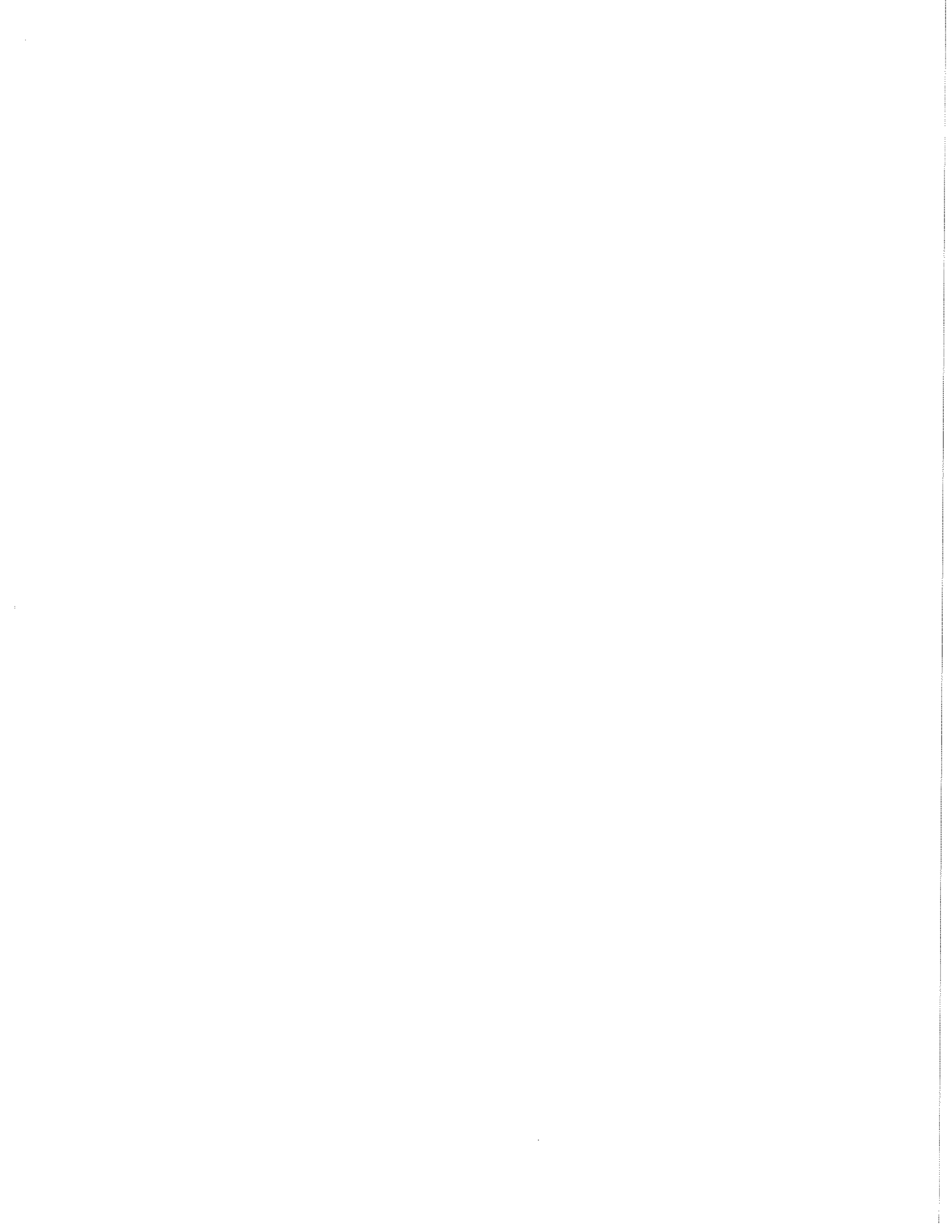
JANE M. TABB, PRESIDENT

Respectfully submitted  
Jessica D. Carroll  
Administrative Assistant

**PURCHASE ORDERS TO BE APPROVED**

**August 6, 2015**

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
COURTHOUSE	52659	\$ 5,380.00	Boland	Repair of Courthouse Cooling Tower
<b>GRAND TOTAL</b>		<b>\$ 5,380.00</b>		



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



Name: Angie Banks, Assessor

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

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **August 6, 2015**

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

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

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

 **Exonerations**

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

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

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

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

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

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

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

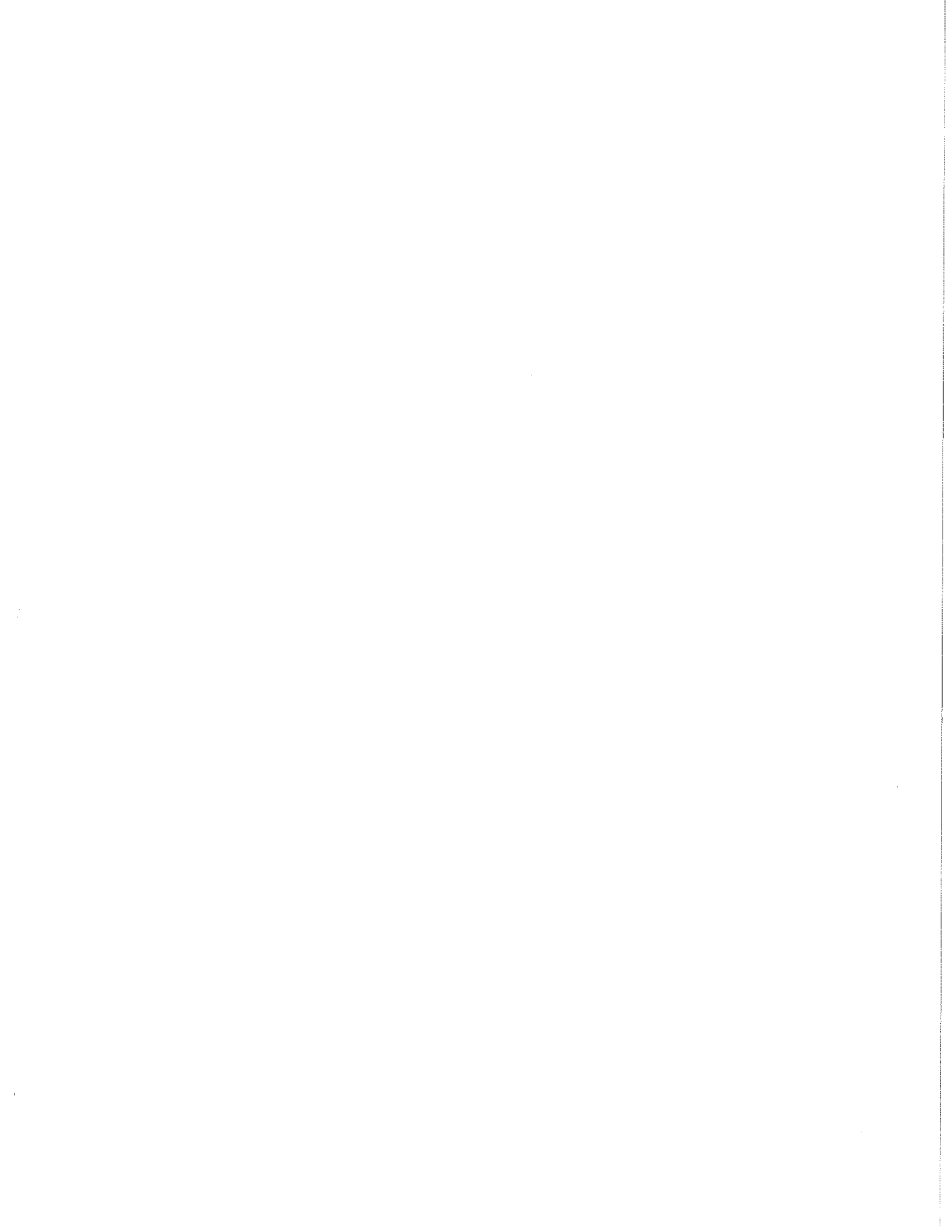
Telephone for conference call Y/N Click here to enter text.

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.



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



Name: Pete Dougherty

Department or Organization: JCSO

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: August 6, 2015

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

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

Subject (*Wording to be placed on agenda*): Fish and Wildlife SORT Team designation as Special Deputies Promotions  
All Good Festival Update

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

- Request Fish and Wildlife Sort Team members be designated as Special Deputies (list attached)
- Permission to promote following the retirement of Lt Hansen (Lt, Sgt, Cpl)
- Update on status following All Good Festival

Is this a funding request?  Y  N

If so, how much? \$

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

- I move to approve the appointment of the Fish and Wildlife Sort Team members as Special Deputies.
- I move to approve the promotion of deputies.

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: pdougherty@jcsdvw.com Phone Number: 304-728-3205

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

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# United States Department of the Interior

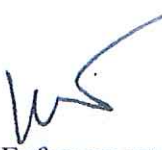
FISH AND WILDLIFE SERVICE  
Washington, D.C. 20240

IN REPLY REFER TO:

July 22, 2015

## Memorandum

To: Sheriff Peter Dougherty  
Jefferson County, West Virginia

From: Special Agent in Charge Keith Toomey   
US Fish & Wildlife Service, Office of Law Enforcement

Subject: Request for Special Deputy Status

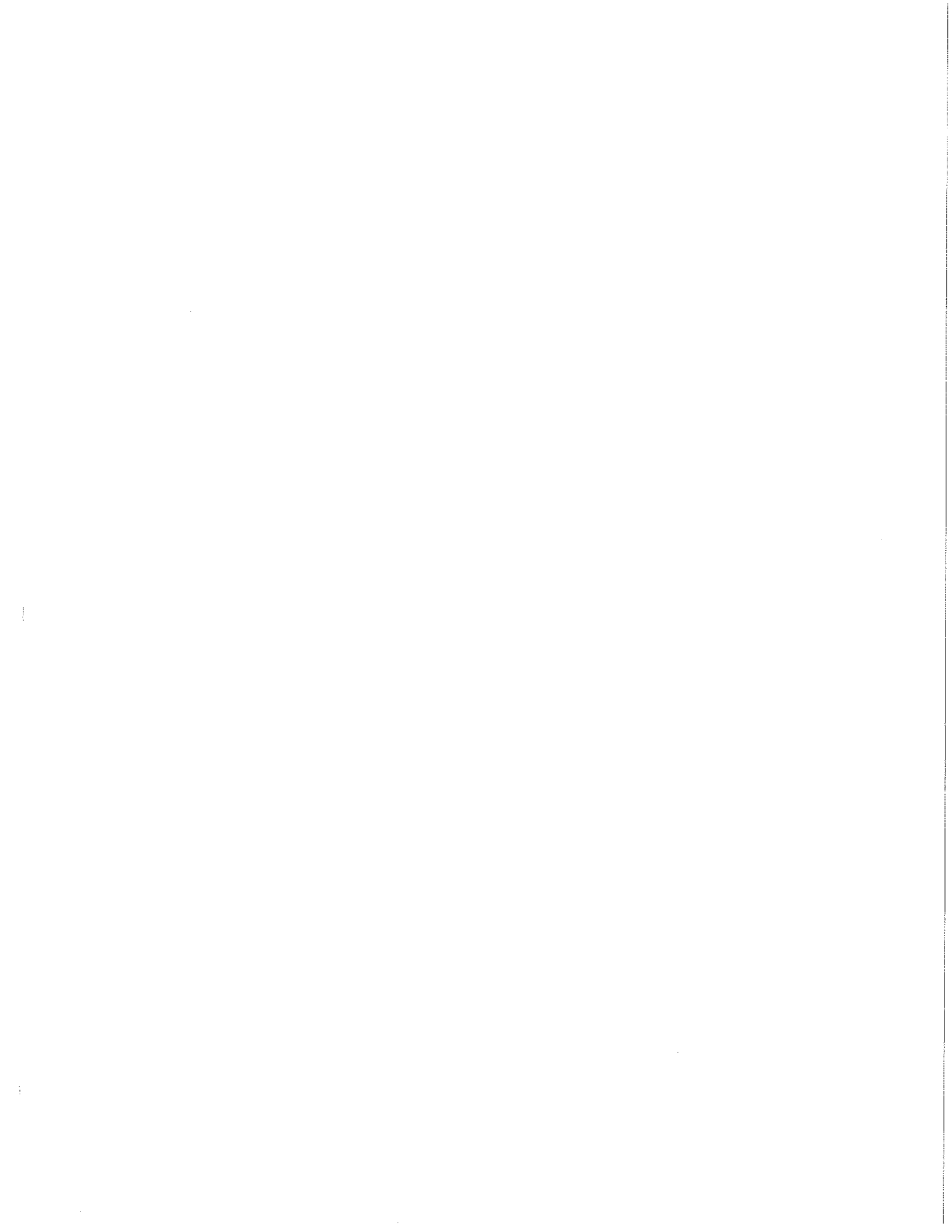
Sheriff Dougherty;

Please accept this letter as a formal request for Special Deputy status for the members of the Service's Region 5 Special Operations Team (SORT) that would be stationed at the National Conservation Training Center (NCTC) in Shepherdstown during an emergency event in the Metropolitan DC area. The SORT Team would provide additional security and law enforcement resources to NCTC during these events. This request would formally solidify our verbal mutual aid agreement and would provide you with additional enforcement assets in this part of the County if required. Our proximity to the schools and other educational institutions in Shepherdstown would allow a quick response to assist your office in a time of crisis. This status would also allow us, with your prior permission, to handle minor offenses committed on NCTC that would otherwise consume resources from the Sheriff's Office. This office has already established portable radio communications with Jefferson County and the State Police using the 900 series as our identifiers.

All the Federal Wildlife Officers for which this status is being sought are full-time, sworn federal law enforcement officers. This status is requested for:

Federal Wildlife Zone Officer David Nicely (Team Commander)  
Federal Wildlife Officer John Starcher (Team Leader)  
Federal Wildlife Officer Brett Hartwig  
Federal Wildlife Officer Jay Perez  
Federal Wildlife Officer Amanda Hardaswick  
Federal Wildlife Officer Gabriel Harper  
Federal Wildlife Officer Darin Dick  
Federal Wildlife Officer Chad Coles  
Federal Wildlife Officer Chris Pancila  
Federal Wildlife Officer Matt Byrer  
Federal Wildlife Officer Braian Escabi (correct spelling of his first name)

As always our facilities and investigative resources are available to your office at any time. I look forward to your anticipated positive reply and hope this will be a cornerstone from which future strong relationships will be built. Should you have any questions, please feel free to contact me at (304) 876-7461. Thank you.



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



Name: Bill Polk

Department or Organization: **Maintenance**

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1<sup>st</sup> Choice: ~~July 30, 2015~~ August 6, 2015

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

- Postage Machine – Discussion/Action on Replacing Outdated Postage Machine
- Cleaning Contract – Discussion/Action on Cleaning Contract and Hiring Cleaning Staff In House
- Courthouse Roof Renovation – Change Order due to Deteriorated Wood Sheathing – Discussion/Action
- Old School House – Update on discussion with Historic Landmarks Commission and Sheriff on the Old School House at Poor House Farm – Discussion/Action

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

- Postage Machine – Our current machine is very outdated and becoming obsolete.
- Cleaning Contract – We are in need of in-house cleaning staff to replace the current part-time cleaning contract that is inadequate. (See attachment)
- Courthouse Roof Renovation – These are the repairs to the roof that are being partially funded through grant funds. Rotten/deteriorated wood sheathing was discovered that will need to be reinforced. (See Photos)
- Old School House – Discussion/action on what direction to take with Old School House property.

Is this a funding request? Yes. See documentation for explanations.

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

If not attached, explain: Documentation attached for postage machine quotes, cleaning information, and Courthouse change order. There is no supporting documentation for the Old School House.

Is equipment needed? Yes. We will have Power Point photos of the Courthouse roof.

Contact information:

Email address: [bpolk@jeffersoncountywv.org](mailto:bpolk@jeffersoncountywv.org) Phone Number: 304-728-3355

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.

The County Commission of Jefferson County  
Department of Maintenance  
128 Industrial Blvd.  
Kearneysville, WV 25430  
304-728-3355 • 304-728-3376 (f)  
William Polk, Director  
[bpolk@jeffersoncountywv.org](mailto:bpolk@jeffersoncountywv.org)

---

TO: County Commission

FROM: Bill Polk, Maintenance Director

DATE: July 31, 2015

RE: Request to Hire Full-Time Cleaning Staff

In FY 2014, the cleaning contract was put out for bid and was awarded to Covenant Building Maintenance (CBM). The original bid called for a 5 days a week cleaning schedule on larger buildings with a lot of public traffic and a 3 days a week on our smaller buildings with minimal public traffic. This contract also included a day porter who checked all county buildings downtown and the outlying buildings once or twice a week (Maintenance, JCPR, ESA). The original awarded contract had an annual value of approximately \$175,000.

Not even one year into the contract in an attempt to cut back on the budget, CBM was asked to redo the contract. 5 days a week cleaning in the buildings was reduced to just 3 days a week. The 3 days a week buildings were reduced to 1 or 2 days per week and the day porter was retained. Approximate annual cost was reduced to around \$125,000.

In FY 2015, budget cuts forced us to again redo the contract with CBM. This time the scope of work was changed to reduce services that were to be performed on a weekly basis to monthly. Also, the days of week were reduced again. The day porter was also released. The contract now stands around \$77,000 per year. Almost \$100,000 has been cut since the contract was awarded. CBM was the lowest bidder.

It has been one year since the last round of cuts to the CBM contract. Due to these cuts, the county owned buildings are starting to show the signs of not being maintained properly. We are receiving complaints on a daily basis. Therefore, I am requesting that the Commission approve the addition of 3 full-time employees at an annual cost of around \$112,000. That is starting at a Step 2 with a 35 hour work week and includes benefits. The second option would be to hire 6 part-time employees at a cost of approximately \$85,000. I feel that full-time staff as opposed to part-time would be the most effective option for keeping the County buildings maintained. The employment of an in-house cleaning staff would eliminate the need for a cleaning contract with an outside vendor.

<b>In-House Cleaning Staff</b>	<b>Contracted Cleaning Company</b>
3 Full-Time Employees - \$112,000 annually (includes benefits which were calculated by averaging 45% since not all employees elect to take the same benefits)	\$77,000 annually – Part-time contract.
3 full-time employees. Buildings would be cleaned on a daily basis.	Part-time contract. Buildings are not currently cleaned on a daily basis.
Cleaning staff would be under the direct supervision of the Maintenance Director. Problems and complaints can be corrected immediately.	Contractor cleans at night and is not supervised by County staff. Issues have to be reported by contacting the vendor. This is sometimes timely in resolving an issue or problem.
Incidents requiring immediate cleanup during business hours can be resolved quickly.	Incidents requiring immediate cleanup involves tasking current maintenance staff. This pulls staff from their daily tasks or projects.
Restrooms can be checked on a daily basis to insure paper products and soap are stocked.	Part-time contractors are neglecting to stock restrooms. We are receiving constant calls concerning un-stocked restrooms.
Trash will be emptied on a daily basis.	Trash is emptied on a part-time basis and some offices have been forgotten at times. Maintenance staff is called the next day to empty trash that was forgotten.
Special Projects: An outside vendor will still need to be contracted for as-needed cleaning projects. These are cleaning projects that should be done at night or during off hours. Ex. Shampooing carpets, buffing, scrubbing and sealing of hard-surfaced floors.	Special Projects: These items are not included in our contracted cost. We are charged separately for these services on an as-needed basis. These items are priced per square foot.

  
 The County Commission of Jefferson County  
 Department of Maintenance  
 128 Industrial Blvd.  
 Kearneysville, WV 25430  
 304-728-3355 • 304-728-3376 (f)  
 William Polk, Director  
[bpolk@jeffersoncountywv.org](mailto:bpolk@jeffersoncountywv.org)

---

**TO:** Jefferson County Commission  
**FROM:** Bill Polk, Maintenance Director  
**DATE:** July 31, 2015  
**RE:** Requesting Purchase of Postage Machine

I am requesting that the County Commission purchase a new postage machine. Our current machine is obsolete and replacement parts are no longer available. The State of West Virginia no longer has a state contract on postage machines. I reached out to Pitney Bowes and our current vendor, Hasler. I reviewed a couple of machines from both companies that would best fit the needs of the County. I compared letters per minute, ink usage, maintenance cost, ink cost, meter rental, service, reference, etc. for both companies. The Hasler machine's cost was a little less by approximately \$1,000 and produced more letters per minute and ink was much cheaper. The meter rental and the maintenance agreement were both lower for the Pitney Bowes machine. Overall, the Hasler machine is less expensive. After all comparisons were taken into account, I feel that Hasler would be the best for the County.

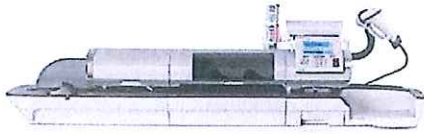
	Hasler	Pitney Bowes
<b>Equipment Purchase Cost</b>	\$ 11,220.00	\$ 12,897.00
<b>Annual Maintenance</b>	1,345.00	852.00
<b>TOTAL</b>	<b>\$ 12,565.00</b>	<b>\$13,749.00</b>

	Hasler	Pitney Bowes
<b>Equipment Lease Cost</b>	\$ 455.55/month 63 months	\$ 388.04/month 60 months
<b>TOTAL LEASE COST</b>	<b>\$ 27,333.00</b>	<b>\$23,282.40</b>

Hasler Monthly Meter Rental    \$73  
 Pitney Bowes Meter Rental       \$50

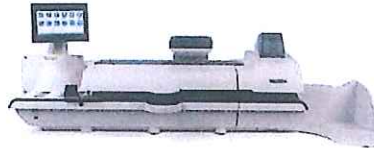
The United States Postal Service lists 5 authorized providers for postage machines:

1. Hasler Inc.
2. Pitney Bowes
3. Neopost Inc. – Neopost is the Hasler dealer for our area.
4. Francotyp-Postalia, Inc. – This company does not offer a machine that is capable of the capacity (letters per minute) that we require.
5. Data-Pac Mailing Systems Corp. – I am waiting pricing information from this company. I did not have this information at the time of submittal for agenda packet.



Hasler IN750

vs.



Pitney Bowes Connect+ 2000

Key Advantages  
of Hasler System



### Efficiency

- Whether processing uniform or mixed mail, the IN750 outpaces Connect+ 2000 standard speeds by over 34%.
- The IN750's exclusive mixed-size feeder automatically straightens mail as it enters the system, allowing changeover from letter to large envelope stacks with no feeder guide adjustments. IN750 can also feed different envelope sizes in the same stack, eliminating the tedious task of sorting letter-size and large envelopes into separate stacks prior to processing.
- Adhesive postage tape for the Connect+ 2000 requires a cumbersome pinch and peel process for the operator. Loading a new tape roll is a multi-step process. IN750 strip tapes work just like you'd expect – they're simple to load with a single backing that's easy to peel.

### Operational Costs

- Printing the next-generation IBI-Lite meter stamp, IN750's ink cartridge yield more than triples that of the Connect+ "Standard" cartridge and tops the "Large" cartridge by 14,000 imprints. The IN750 offers lower postage ink costs and less cartridge waste. The system will even send you an email when you're running low on ink.
- In addition to the ink cartridges, each Connect+ 2000 has at least 2 print heads that require periodic replacement. The IN750 ink cartridge has the print heads built in, and it's the only ink consumable item you'll ever have to replace.
- If you simply want to print postage with your meter, the Connect+ 2000 may not be the best choice. You'll pay for black or color ink cartridges that are not utilized for postage printing regardless of how you use the machine. That's because the Connect+ 2000 purges ink from all cartridges during frequent system-controlled print head cleaning. As a result, black and color cartridges can run out of ink in just a few months without ever being used – and when any cartridge expires, metering mail is disabled.

### Specifications

Hasler IN750		Pitney Bowes Connect+ 2000
175 letters/min.	<b>Uniform Mail Processing Speed</b>	130 letters/min. (paid upgrades to 160 or 180 available)
110 letters/min.	<b>Mixed Mail Processing Speed</b>	70 letters/min. (paid upgrades to 95 or 115 available)
Up to 32,000 imprints	<b>Ink Cartridge Yield</b>	Up to 8,000 (standard) or 18,000 (large) imprints
1	<b># of Ink Cartridges</b>	2 (black graphics model) or 6 (color graphics model)
N/A	<b># of Separate Print Heads</b>	2 (black graphics model) or 4 (color graphics model)



### SOLUTION OPTIONS

Jefferson County Maintenance Department

#### IN750

- IN750 Base
- Mixed Size Feeder
- Dynamic Scale
- 30lb Scale

#### IM5000

- IM5000 base
- Mixed Mail Feeder
- Dynamic Scale
- Expandable Stacker
- 30lb Scale

### IN750 Pricing

Equipment :	\$11,220.00
Annual Maintenance:	\$ 1,345.00
Monthly Meter Rental:	\$ 73.00

### IM5000 Pricing

Equipment :	\$18,869.00
Annual Maintenance:	\$ 2,855.00
Monthly Meter Rental:	\$ 93.00

### COMMENTS

Valid Until: 7/21/15

Pricing includes delivery installation and initial training.



Jonathan Lucas



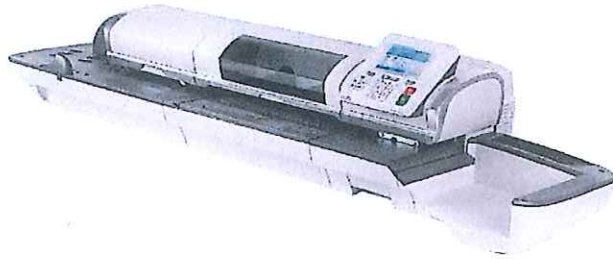
703-762-6797



j.lucas@neopost.com



neopost.com



### IN750

Mailing System

#### Product Overview

- Internet-connected iMeter™ postage meter provides access to a suite of powerful Apps
- Modern, ergonomic design with a color touchscreen and multiple weighing platform options
- Mixed-size automatic feeder handles different mail shapes with no sorting required
- In-line Dynamic Scale accelerates processing by weighing and measuring mail on the fly
- Exclusive Postal Rate Wizard offers guided selection across 140 USPS® rates and services
- Automatic secure sealing and a built in postage label dispenser enhance productivity



#### Additional Features

- Quiet inkjet printing w/low ink email alerts
- Up to 175 letters/min. (110 in dynamic mode)
- Envelope thickness up to 5/8"
- Auto-downloaded postal rate updates
- 6 Rate shortcut keys & 9 job/imprint memories
- 8 Standard & 2 customizable ad slogans
- 10 customizable text messages
- Automatic mail class inscriptions
- Date received printing for incoming mail
- 70-department account tracking (expandable)
- PIN-protected access for up to 50 operators
- Online account w/postage usage reporting
- TotalFunds® bill-for-postage service

#### System Dimensions

Mailing System with tray (Length x Depth x Height)	67" x 18" x 13"
Weight	78 lbs.

#### Environmental Commitment

The IN750 carries Hasler's Eco Label. The Eco label signifies the implementation of green strategies surrounding raw materials, packaging and energy consumption to reduce or eliminate impact on the environment.



The IN750 is compliant with environmental regulations and Energy Star.



Jonathan Lucas



703-762-6797



j.lucas@neopost.com



neopost.com



### IM5000

Mailing System

#### Product Overview



- Internet-connected iMeter™ postage meter provides access to a suite of powerful Apps
- Efficiency at your fingertips with a repositionable color touchscreen interface
- Engineered for speed, durability, ergonomic perfection, and unmatched throughput
- High-capacity feeder handles heavy stacks of assorted size mail and pieces up to .8" thick
- Dynamic Scale accelerates processing by weighing and measuring mail on the fly
- Advanced pump spray system securely seals envelopes with the flaps open or closed

#### Additional Features

- Batch/Dynamic: 300/140, 260/130, 210/120 lpm
- Multiple weighing platform capacities
- Auto-downloaded postal rate updates
- Customizable control panel screen
- Internal postage label dispenser
- Permanent print head w/100K-imprint ink tank
- 8 Standard and 2 customizable ad slogans
- 10 custom text messages & 15 job memories
- Automatic mail class inscriptions
- Print permit imprints & date stamp incoming mail
- 100-department account tracking (expandable)
- Generate management and presort reports
- Online account w/postage usage reporting
- TotalFunds® bill-for-postage service

#### System Dimensions

Mailing system, dynamic scale, tray (Length x Depth x Height)	78" x 25" x 14"
Optional conveyor stacker	40" x 14" x 12"
Weight	169 lbs.



Jonathan Lucas



703-762-6797



j.lucas@neopost.com



neopost.com

**Section (A) Dealer Information**

Dealer Office Number	Dealer Office Name	Phone #	Date
6690	Neopost Mid Atlantic - DC & Baltimore Metro Areas	7038489494	06/11/2015

**Section (B) Billing Information**

Company Name	Jefferson Co		
DBA			
Billing Address	104 N Samuel St		
City State Zip+4	Charlestown	WV	25414
Contact Name	Bill Polk	Phone	(304) 728-7376
Contact Title		Fax	
Email Address	bpolk@jeffersoncountywv.org	PO #	

**Section (C) Installation Information (if different from billing information)**

Company Name	Jefferson County Maintenance Department		
DBA			
Installation Address	104 N Samuel St		
City State Zip+4	Charlestown	WV	25414
Contact Name	Bill Polk	Phone	(304) 728-7376
Contact Title		Fax	
Email Address	bpolk@jeffersoncountywv.org		

**Section (D) Products**

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN750BDS30P75	(MST5LP) IN-750 Base w/ Mixed Size Feeder, INDS7 and INWP30
1	INSTR600AF-750	Initial Installation & Training

**Section (E) Lease Payment Information & Schedule**

<b>Tax Status:</b> <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <i>Certificate attached</i>  <b>Billing Frequency:</b> <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually  <b>Billing Method:</b> <input type="checkbox"/> Standard <input type="checkbox"/> Government Payment in Arrears	<b>Number of Months</b> First 63	<b>Monthly Payment (Plus applicable taxes)</b> \$455.55
	Current Lease Number	
	New Lease Number	

**Section (G) Postage Meter & Postage Funding Information**

Main Post Office Name		Post Office 5-Digit Zip Code
<b>Postage Funding Method:</b> <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit		<b>Postage Funding Account:</b> <input type="checkbox"/> POC <input checked="" type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Number:
Attach ACH Authorization Form	Attach USPS CPU Authorization Letter	

**Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)**

Bank Name	
Bank Contact Name	
Bank Contact Phone	
Bank City State	
Bank Routing Number	Bank Account Number

**Section (H) Services**

Rate Protection	<input checked="" type="checkbox"/> Online Postal Rates	Covered Product: IN750BDS30P75
	<input type="checkbox"/> None	
Subscription	<input type="checkbox"/> NeoShip	
iMeter Apps	<input type="checkbox"/> Online Postal Expense Management	
	<input type="checkbox"/> Online E-Services	
	<input type="checkbox"/> Online E-Services with Electronic Return Receipt	
Software	<input type="checkbox"/> Software Advantage	Covered Product:
Services	<input checked="" type="checkbox"/> Installation/Training	<input checked="" type="checkbox"/> Maintenance

**Section (I) Approval**

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initiated here \_\_\_\_\_.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), Maintenance Agreement, and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DirectGovLease-06-13), which are also available at <http://www.neopostusa.com/terms/DirectGovLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Neopost USA and its Affiliates		Date Accepted

**SOLUTION II**

Connect+ 2000 WOW Automatic Mailing System, 180/115 LPM, 30lb Scale with External Display, 10" Display Screen, 100 Dept. Inview Accounting, & Drop Stacker. Free pbSmartPostage.



**Connect+® 2000**

The Connect+® 2000 mid-volume mailing system, can help any organization turn mailings into revenue generation tool.



**pbSmartPostage™**

pbSmartPostage™ is the first web-based shipping and mailing service that lets users print shipping labels, print stamps, track packages, and view reports. No software to download or keep updated; you only need access to a computer with an Internet connection and a web browser. To print shipping labels or stamps, a standard desktop printer, or label printer, is all that is needed.<br>For Mac, hardware, and system require

	60 months		
<b>LEASE Investment</b> Speed: 180/115 LPM NJPA Contract Prices <a href="http://www.njpacoop.org/">http://www.njpacoop.org/</a>	\$388.04		

	<b>Equipment Price</b>
<b>SALE</b> \$50 monthly meter rental is locked in for 36 months 1 Year Equipment Warranty	<b>\$12897</b>
SLA	\$852 yearly
METER	\$50 monthly
SMA	\$0 yearly

**Services & Options Included:**

Lease: All Equipment Maintenance, Software Maintenance, Meter Rental, Postal Rate Updates, Installation, & Training.

Purchase: Training & Installation. 1 Year Equipment Warrantly Included.

Quote expires - 7/15/2015

**SOLUTION III**

Connect+ 3000 WOW Automatic Mailing System, 220/135 LPM, 30lb Scale with External Display, 15" Display Screen, 100 Departmental Inview Accounting, & Drop Stacker. Free pbSmartPostage.



**Connect+® 3000**

The Connect+™ 3000 digital mailing system gives you a better way to communicate with your customers. For the first time, you can print color messages on the outside of your envelopes, helping your mail work harder for you.



**pbSmartPostage™**

pbSmartPostage® is the first web-based shipping and mailing service that lets users print shipping labels, print stamps, track packages, and view reports. No software to download or keep updated; you only need access to a computer with an Internet connection and a web browser. To print shipping labels or stamps, a standard desktop printer, or label printer, is all that is needed.<br>For Mac, hardware, and system require

	60 months	60 months	
<b>LEASE Investment</b> 220/135 LPM NJPA Contract Prices Term 2 Pricing includes Web Accounting	\$546.1	\$563.64	

	Equipment Price
<b>SALE</b> NJPA Contract Prices \$50 Monthly Meter Rental locked in 36 months 1 Year Equipment Warranty	<b>\$17300</b>
SLA	\$1840 yearly
METER	\$50 monthly
SMA	\$0 yearly

**Services & Options Included:**

Lease: All Equipment Maintenance, Software Maintenance, Meter Rental, Postal Rate Updates, Installation, & Training.

Purchase: Installation & Training. 1 Year Equipment Warranty.

Quote expires - 7/15/2015

# Basic Standards for All Mailing Services

## Postage Meters and PC Postage Systems

# 604c

Quick Service  
Guide

**Overview (604.4.0)** Postage meters and PC Postage products are collectively identified as “postage evidencing systems.” A postage evidencing system is a device or system of components a customer uses to print evidence that postage required for mailing has been paid. Postage evidencing systems print indicia, such as meter imprints or information-based indicia (IBI), to indicate postage payment. Mailers print indicia directly on a mailpiece or on a label that is affixed to a mailpiece.

**Authorized Providers (604.4.1.3)**

The following are USPS-authorized providers:

Provider	Meter	PC Postage	Phone	Internet
■ Data-Pac Mailing Systems Corp.	X		800-355-1755	www.data-pac.com
■ Hasler Inc.	X		800-995-2035	www.haslerinc.com
■ Francotyp-Postalia Inc.	X		800-341-6052	www.fpusa.net
■ Neopost Inc.	X		800-624-7892	www.neopostinc.com
■ Pitney Bowes Inc.	X	X	800-322-8000	www.pitneybowes.com
■ Endicia.com (PSI Systems)		X	800-576-3279	www.endicia.com
■ Stamps.com		X	888-434-0055	www.stamps.com

**Customer Agreement (604.4.2)**

Customers must enter into an agreement with the USPS for authorization to use postage evidencing systems. By entering into the agreement, the customer accepts responsibility for control and use of the system and agrees to abide by all rules and regulations governing its use.

**Postage Payment (604.4.3)**

The value of the indicia on each mailpiece must be the exact amount due for the applicable price category and associated criteria such as weight, shape, and zone or another amount permitted by mailing standards to qualify for worksharing or volume discounts. Refunds for overpayment are considered only under standards in 604.9.0.

Metered postage must be legible and not overlap each other if more than one impression is applied to the same piece. Metered postage must be printed or applied in the upper right corner of the envelope or address label. Indicia must be printed with USPS-approved fluorescent ink or use another USPS-approved method to ensure that the mail is faced during processing. Approved methods include the use of a facing identification mark (FIM) for indicia printed directly on letter-size First-Class Mail or printing indicia on USPS-approved label or tape. USPS-approved labels or tapes must be used when meter stamps are printed on tape (604.4.5).

**Meter Date (604.4.6)**

The date format used in the indicia is subject to the following conditions.

- Complete Date. Mailers must use a complete date for the following:
  1. All First-Class Mail, Priority Mail, and Priority Mail Express pieces.
  2. All mailpieces with Insured Mail, COD, or Special Handling service.
  3. All mailpieces prepared with the indicia printed on nonadhesive paper (e.g., computer printer paper) and affixed to the mailpiece or used as part of an insert in a window envelope.
- Month and Year. Mailers may use a complete date or a mailing date consisting solely of the month and year in the indicia only for Standard Mail, Standard Post, and Package Services pieces.
- No Date. Mailers must use indicia with no mailing date for prepaid metered reply postage. As an option, mailers may use indicia with no mailing date for Standard Mail and Package Services pieces not subject to 604.4.6.2a.

**Enter and Deposit (604.4.6.3)**

Generally, metered mail must be deposited at locations designated by the postmaster of the licensing post office (i.e., the Post Office shown in the meter stamp). Exceptions include:

- Single-piece First-Class Mail, Priority Mail Express, and Priority Mail may be deposited in any street collection box or Post Office.
- Drop shipment of metered mail may be used (705.19.0).

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



Name: Jennifer Myers

Department or Organization: Jefferson County Parks & Recreation Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: ~~July 30, 2015~~ August 6, 2015  
If a specific date is needed, please provide reason for specific date: Click here to enter text.

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

Subject (*Wording to be placed on agenda*): Request to over-spend in the park improvement category from the JCPRC impact fee account to complete construction at James Hite Park.

Please provide the County Commission with a description of your request or presentation, including any background information:  
Click here to enter text.

Is this a funding request? Y/N Y, from impact fee account.  
If so, how much? \$

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): Motion to approve JCPRC to over-spend in the park improvement category to complete Phase I construction at James Hite Park.

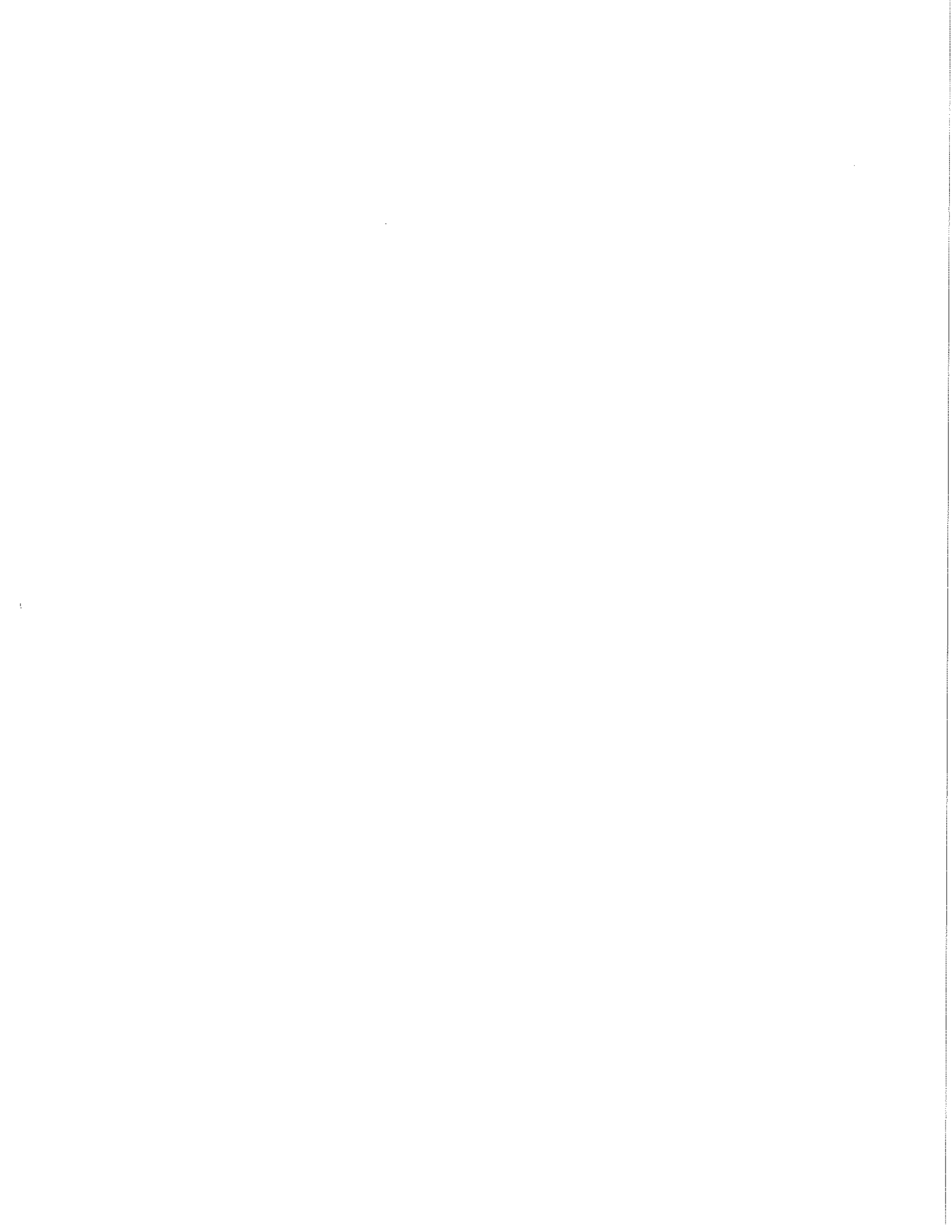
Attach supporting documents for request, or request may be denied.  
If not attached, explain: Click here to enter text.

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 Y

Contact information:  
Email address: [jmyers@jcprc.org](mailto:jmyers@jcprc.org) Phone Number: 3047283207

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

Click here to enter text.



Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Bridget Cohee

Department or Entity: \_\_\_\_\_

Estimation of amount of time needed for appointment: 30 minutes

Date Requested -- 1<sup>st</sup> Choice: August 6, 2015 @ 11:30

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

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

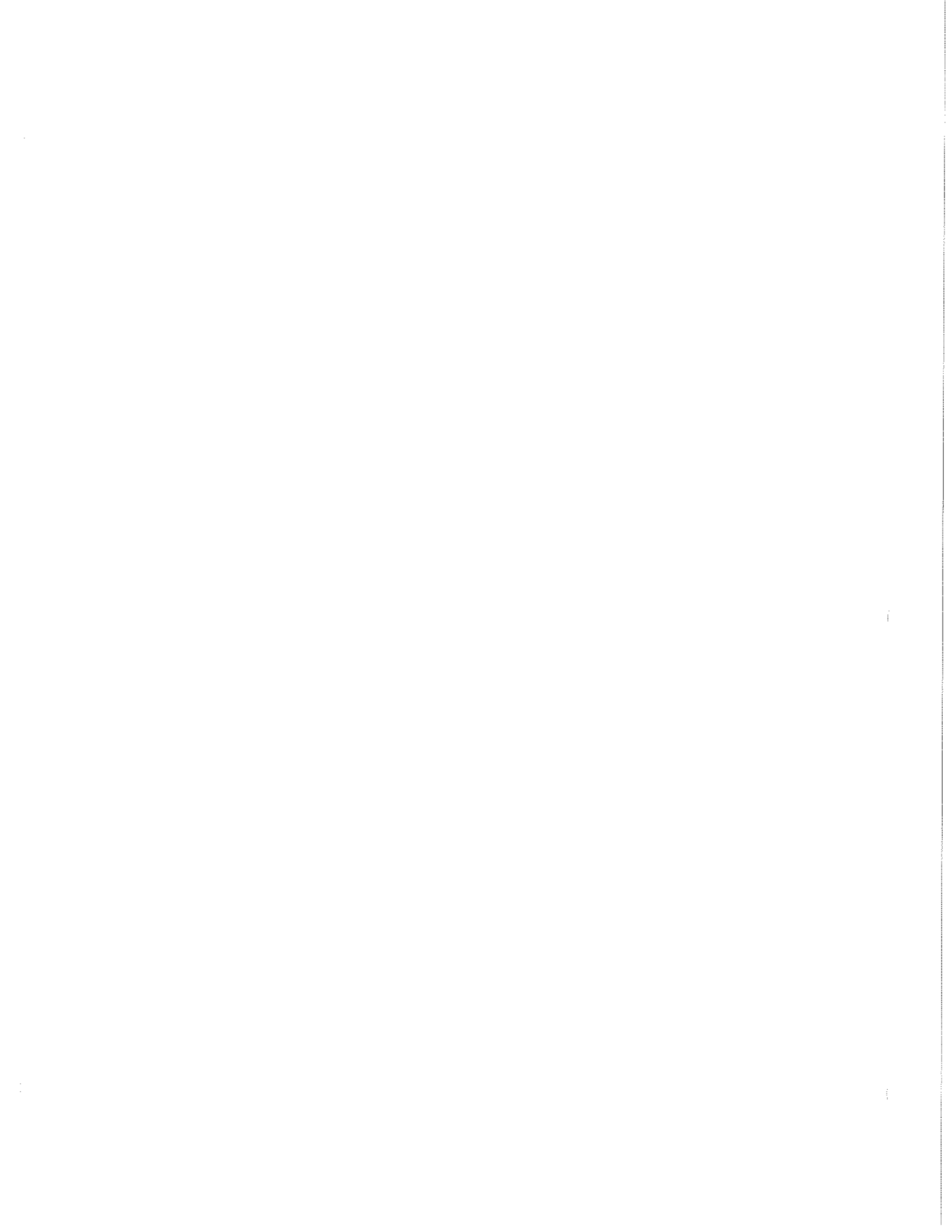
Subject:

Discussion on Litigation (executive session)  
3:13-cv-95  
3:13-cv-156 > K-9 cases

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

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

Attachments:



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



Name: Patsy Noland

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **August 6, 2015**

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

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

Subject (*Wording to be placed on agenda*): **Discussion on Planning Commission outstanding ordinances**

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

Is this a funding request?    Y/N NO

If so, how much?            \$

Provide exact financial impact/request:

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

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

If not attached, explain:

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

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



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



Name: Stephanie Grove

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: **August 6, 2015**

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

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

Subject (*Wording to be placed on agenda*): **Approval of State Budget Revision #2 of the General Fund for FY16**

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

**REQUEST FOR REVISION TO APPROVED BUDGET**

CONTROL NUMBER

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

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

2016  
 FY  
1  
 FUND  
2  
 REV. NO.  
1 of 1  
 PG. OF NO.

Jefferson County Commission  
 GOVERNMENT ENTITY  
P.O. Box 250  
 STREET OR PO BOX  
Charles Town 25414  
 CITY ZIP CODE

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

COUNTY  
 Government Type

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

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

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

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

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

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
440	Engineering	753,655	16,189		769,844
439	Planning & Zoning	382,989		67,202	315,787
451	Zoning Board	80,825	68,535		149,360
699	Contingencies	2,199,250		104,364	2,094,886
401	County Commission	1,666,357	86,842		1,753,199
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

**NET INCREASE/(DECREASE) Expenditures**

APPROVED BY THE STATE AUDITOR

BY: \_\_\_\_\_  
 Director, Local Government Services Division Date

AUTHORIZED SIGNATURE  
 OF ENTITY

APPROVAL  
 DATE

RESOLUTION

At a regular session of the Jefferson County Commission, held on the 30th day of July 2015, the following Order was made and entered:

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

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices, the Jefferson County Commission does hereby direct that the budget be revised as shown on budget revision number #2 to the General County Fund, a copy of which is entered as part of this record.

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

Dale Manuel	_____
Jane Tabb	_____
Patsy Noland	_____
Walter Pellish	_____
Eric Bell	_____

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

\_\_\_\_\_  
Jane Tabb, President  
Jefferson County Commission

Budget Revision #2 of General Fund FY16

Description	GL acct	Increase	Decrease
Engineering Contracted Services	001-440-02-230-000-GG-000	5,222	Fund Property Saftey Case 12-002
Engineering Salary	001-440-01-103-000-GG-000	5,430	Fund accrued leave payout of deceased employee
Engineering Salary	001-440-01-103-000-GG-000	6,703	Fund 2 mths salary of temp employee. Previously approved at \$30,000 by Commissioners
Engineering Salary	001-440-01-103-000-GG-000		2,476 payroll savings from restructuring
Engineering Fica	001-440-01-104-000-GG-000	599	Adjust engineering FICA
Engineering Medicare	001-440-01-104-001-GG-000	140	Adjust engineering Medicare
Engineering Retirement	001-440-01-106-000-GG-000	571	Adjust engineering Retirement
Planning Salary	001-439-01-103-000-GG-000	1,100	Previously approved step increase of employee
Planning FICA	001-439-01-104-000-GG-000	68	Previously approved step increase of employee
Planning Medicare	001-439-01-104-001-GG-000	16	Previously approved step increase of employee
Planning Retirement	001-439-01-106-000-GG-000	149	Previously approved step increase of employee
Planning Salary	001-439-01-103-000-GG-000		56,571 Transfer Planning position to Zoning
Planning FICA	001-439-01-104-000-GG-000		3,507 Transfer Planning position to Zoning
Planning Medicare	001-439-01-104-001-GG-000		820 Transfer Planning position to Zoning
Planning Retirement	001-439-01-106-000-GG-000		7,637 Transfer Planning position to Zoning
Zoning Salary	001-451-01-103-000-GG-000	56,571	Transfer Planning position to Zoning
Zoning FICA	001-451-01-104-000-GG-000	3,507	Transfer Planning position to Zoning
Zoning Medicare	001-451-01-104-001-GG-000	820	Transfer Planning position to Zoning
Zoning Retirement	001-451-01-106-000-GG-000	7,637	Transfer Planning position to Zoning
Commission Dues	001-401-02-222-000-GG-000	2,900	Budgeted in error for dues of County Commissioners Assoc of WV instead of WV Association of Counties
HRA	001-401-02-223-001-GG-000	83,942	Change HRA budget to reflect \$3000 deductible instead of \$2,000
Contingency	001-699-06-675-000-GG-000		104,364
Total		175,375	175,375

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



Name: **Sandy Slusher McDonald, Deputy County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: Click here to enter text.

Date Requested – 1<sup>st</sup> Choice: **August 6, 2015**

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

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

Subject (*Wording to be placed on agenda*): **Approval of Resolution and contract – Community Participation Grant Program for the Jefferson County Solid Waste Authority in the amount of \$2,500 – Discussion/Action**

Please provide the County Commission with a description of your request or presentation, including any background information:  
Click here to enter text.

Is this a funding request? Y/N

If so, how much? \$ **0 (Pass through Grant)**

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

**Motion to approve Resolution and contract – Community Participation Grant Program for the Jefferson County Solid Waste Authority in the amount of \$2,500 and to authorize the President of the Commission to affix her signature to the appropriate documents - Discussion/Action**

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**

**Pass through grant**

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

---

## *RESOLUTION*

The County Commission of Jefferson County, met on August 6<sup>th</sup>, 2015 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Jefferson County Solid Waste Authority with the purchase of cameras and related equipment to monitor roadside litter with funds made available through the Governor's Community Participation Grant program in the amount of \$2,500.

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

Signed: \_\_\_\_\_  
COUNTY CLERK

15LEDA0068

# GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

## BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 15LEDA0068

THIS AGREEMENT, entered into this 1st day of July, 2014, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

### WITNESS THAT:

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

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

1. **Scope of Services.** The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to assist the Jefferson County Solid Waste Authority with the purchase of cameras and related equipment to monitor roadside litter.
2. **Personnel and Employment.** The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2014, and such duties shall be undertaken and completed by June 30, 2016.
4. **Compensation and Fiscal Management.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$2,500. This amount constitutes complete compensation for all services rendered.

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

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

5. **Amendments.** Any changes to the scope of services, completion date, compensation or any other terms or conditions of this agreement shall be incorporated in written amendments to the Contract. If necessary and/or required, any amendments to this Contract are subject to the reappropriation of funds and approval of the WVDEVO and/or the Governor of the State of West Virginia.
6. **Payments and Repayment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment

Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee.

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

7. Sub-Grantees and Reversion of Property. The Grantee may administer funds on behalf of sub-grantees, provided that the sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should the sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.
8. Competitive Bid Procedures. Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

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

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

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

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

The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond, provided, that the state and its subdivisions may reject all bids and solicit new bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

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

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

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

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

STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE

\_\_\_\_\_  
J. Keith Burdette, Executive Director

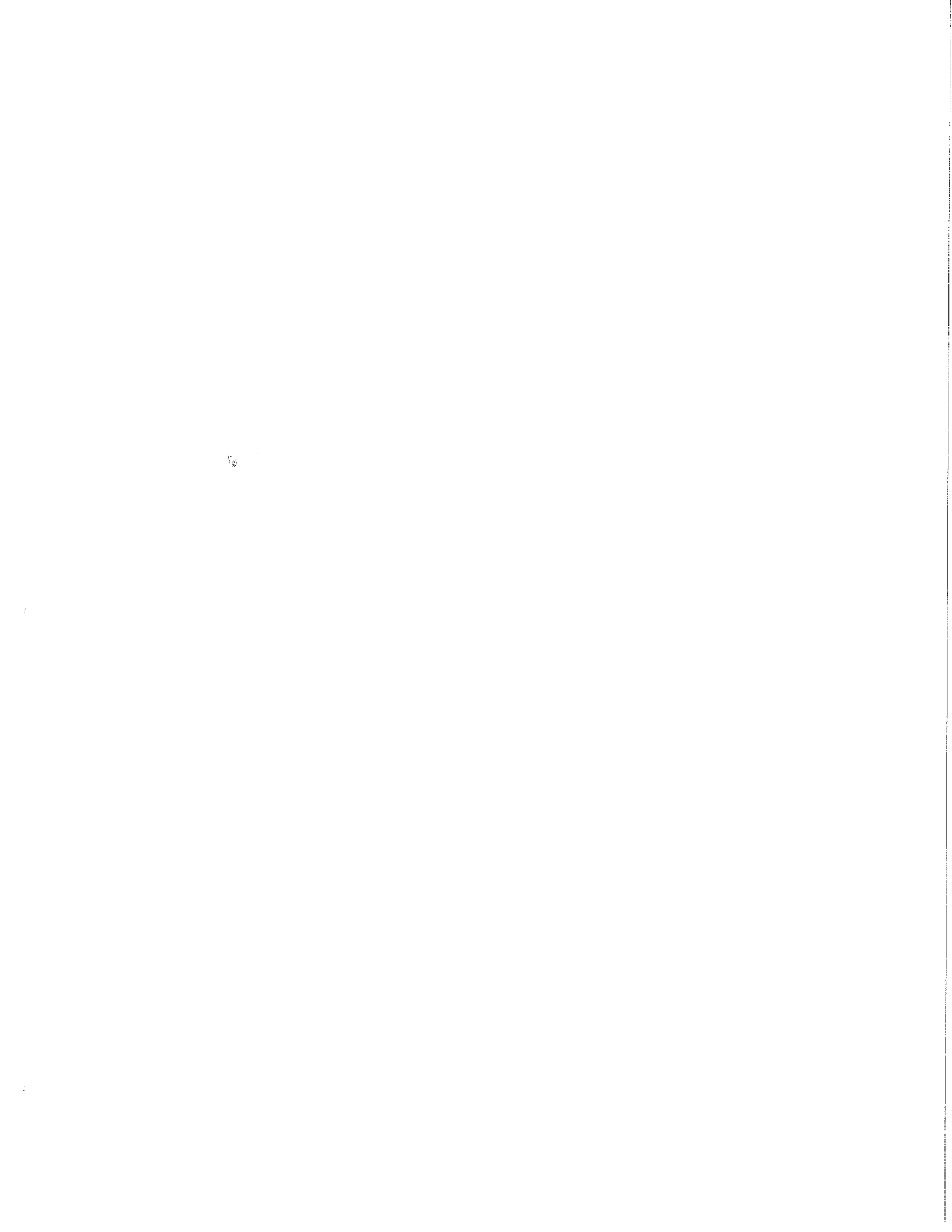
JEFFERSON COUNTY COMMISSION

By: \_\_\_\_\_  
Jane Tabb, President

Federal Employee Identification Number

\_\_\_\_\_  
55-6000333  
F.E.I.N.

Project Number: 15LEDA0068



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



Name: **Sandy Slusher McDonald, Deputy County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: Click here to enter text.

Date Requested – 1<sup>st</sup> Choice: **August 6, 2015**

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

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

Subject (Wording to be placed on agenda): **Approval of Resolution and contract – Community Participation Grant Program for the Good Shepherd Interfaith Volunteer Caregivers in the amount of \$4,000 – Discussion/Action**

Please provide the County Commission with a description of your request or presentation, including any background information:  
Click here to enter text.

Is this a funding request? Y/N

If so, how much? \$ **0 (Pass through Grant)**

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

**Motion to approve Resolution and contract – Community Participation Grant Program for the Good Shepherd Interfaith Volunteer Caregivers in the amount of \$4,000 and to authorize the President of the Commission to affix her signature to the appropriate documents - Discussion/Action**

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

**Pass through grant**

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

---

## *RESOLUTION*

The County Commission of Jefferson County, met on August 6<sup>th</sup>, 2015 with a quorum present and passed the following Resolution:

**WHEREAS**, The Jefferson County Commission has agreed to assist the Good Shepherd Interfaith Volunteer Caregivers to purchase equipment and upgrade technology with funds made available through the Governor's Community Participation Grant program in the amount of \$4,000.

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

Signed: \_\_\_\_\_  
COUNTY CLERK

15LEDA0065

# GOVERNOR'S COMMUNITY PARTICIPATION GRANT PROGRAM CONTRACT

## BETWEEN THE WEST VIRGINIA DEVELOPMENT OFFICE AND THE JEFFERSON COUNTY COMMISSION

Project Number 15LEDA0065

THIS AGREEMENT, entered into this 1st day of July, 2014, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

### WITNESS THAT:

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

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

1. Scope of Services. The Grantee shall complete in a satisfactory manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to purchase equipment and upgrade technology for the Good Shepherd Interfaith Volunteer Caregivers. The project may include new computer software, a copy machine, and other equipment and upgrades as funds permit.
2. Personnel and Employment. The Grantee will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.

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

3. Time Performance. The Grantee will commence its duties under this Contract on July 1, 2014, and such duties shall be undertaken and completed by June 30, 2016.
4. Compensation and Fiscal Management. In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$4,000. This amount constitutes complete compensation for all services rendered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**J. Keith Burdette, Executive Director**

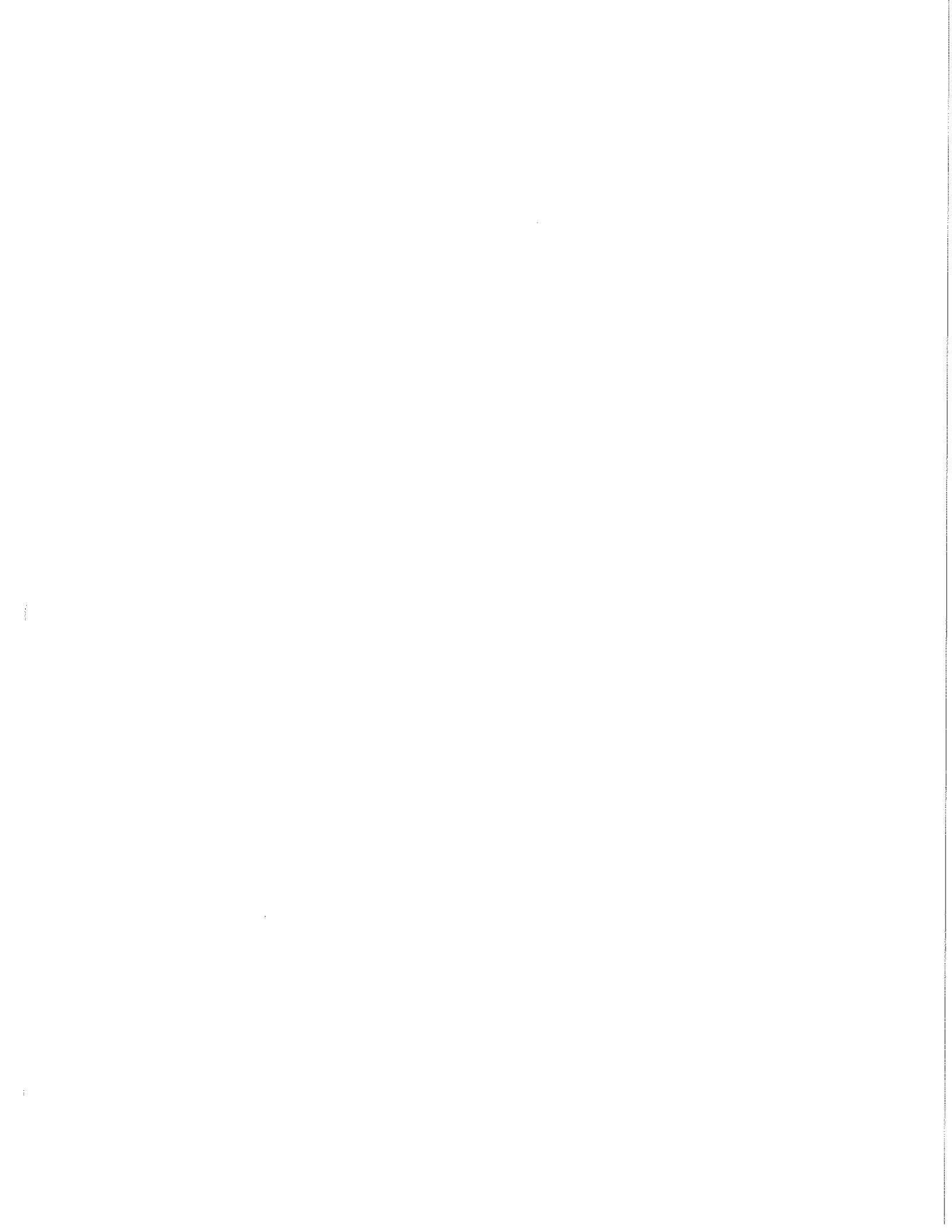
**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
**Jane Tabb, President**

Federal Employee Identification Number

55-6000333  
F.E.I.N.

Project Number: 15LEDA0065



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



Name: Jessica Carroll

Department or Organization: Jefferson County Commission

Estimation of amount of time needed for appointment:

Date Requested – 1<sup>st</sup> Choice: August 6, 2015

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

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

Subject (*Wording to be placed on agenda*): Appointment of Laura Whittington, Bolivar Town Administrator, to the Jefferson County Development Authority as the representative for Bolivar

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

July 29<sup>th</sup>, 2015

Helen Dettmer  
Mayor of Bolivar  
60 Panama Street  
P O Box 37  
Harpers Ferry, WV 25425

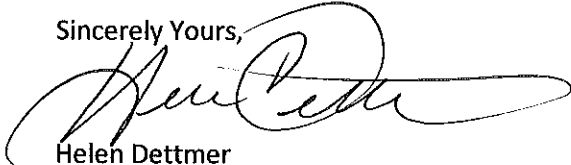
Jefferson County Commission,

I am pleased to recommend our town administrator Mrs. Laura Whittington to be appointed to fill my seat on the Jefferson County Development Authority. Laura has held her position with the town for over 10 years and would be an excellent representative to the JCDA. Her overall wealth of knowledge regarding events, history and the economy of our town will be of great benefit with her in this position. Networking with the other members would not only be an asset to our town but the board as well.

It has been my pleasure to be a part of the JCDA for 6 years and see the excellent position we are in today in economic development.

Please consider my request to appoint Mrs. Whittington as the Bolivar town representative to the Jefferson County Development Authority.

Sincerely Yours,

A handwritten signature in black ink, appearing to read 'Helen Dettmer', with a large, sweeping flourish extending to the right.

Helen Dettmer  
Mayor of Bolivar

July 30, 2015

Jefferson County Commission

124 E. Washington Street

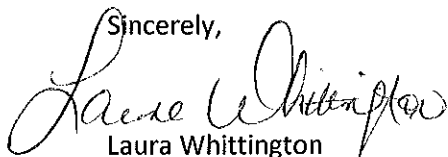
Charles Town, WV 25414

Dear Commission Members,

I am writing to express my interest in filling the position on the Jefferson County Development Authority. I have been a lifetime resident of Jefferson County and currently reside in the Harpers Ferry area. I am currently the Town Administrator for the Corporation of Bolivar and have been employed with the Town for 11 years. During my 11 years of employment, I have volunteered my time with several events throughout the town and have worked with other elected officials in other municipalities. I have gained knowledge of finances as well as the history of our town during my employment with the Town of Bolivar.

I appreciate your consideration for this position as it is always a pleasure to meet and work with new individuals in our surrounding area. If you should have any further questions, you may contact me at 304-582-2197.

Sincerely,

A handwritten signature in cursive script that reads "Laura Whittington". The signature is written in black ink and is positioned above the printed name.

Laura Whittington

Bolivar Town Administrator

Jefferson County Commission  
Application for Boards, Committees or Commissions

Please type or print information

Name: Laura Whitlington

Home Telephone Number: 304-582-2197

Work Address: 60 Panama Street Harpers Ferry, WV 25425

Work Phone Number: 304-535-2476

Mobile Phone Number: 304-582-2197

E-mail Address: bolivianth@frontier.net.net

Party Affiliation: (Building Commission and Health Department applicants)

NA

Occupation: Town Administrator

Education: High School Jefferson High School

College \_\_\_\_\_

Trade/Business School \_\_\_\_\_

- |  |   |                             |
|--|---|-----------------------------|
| Are you a United States citizen?                   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Are you a West Virginia resident?                  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Are you a resident of Jefferson County?            | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Are you able to produce verification of residency? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

(Proof of paying personal property tax, voter registration, etc.)

Address:

187 Pointfield Drive  
Harpers Ferry, WV 25425

Magisterial District: Jefferson County (Southern)

List Qualifications for this Position and/or include a resume and cover letter that expresses your interest in serving:

See cover letter attached  
\_\_\_\_\_  
\_\_\_\_\_

Organization Memberships and Positions Held : \_\_\_\_\_

Bolivar Planning Commission Clerk  
\_\_\_\_\_

Have you ever been convicted of any felonies? If yes, please list. NO

Date:	Offense:

Statement: N/A  
\_\_\_\_\_  
\_\_\_\_\_

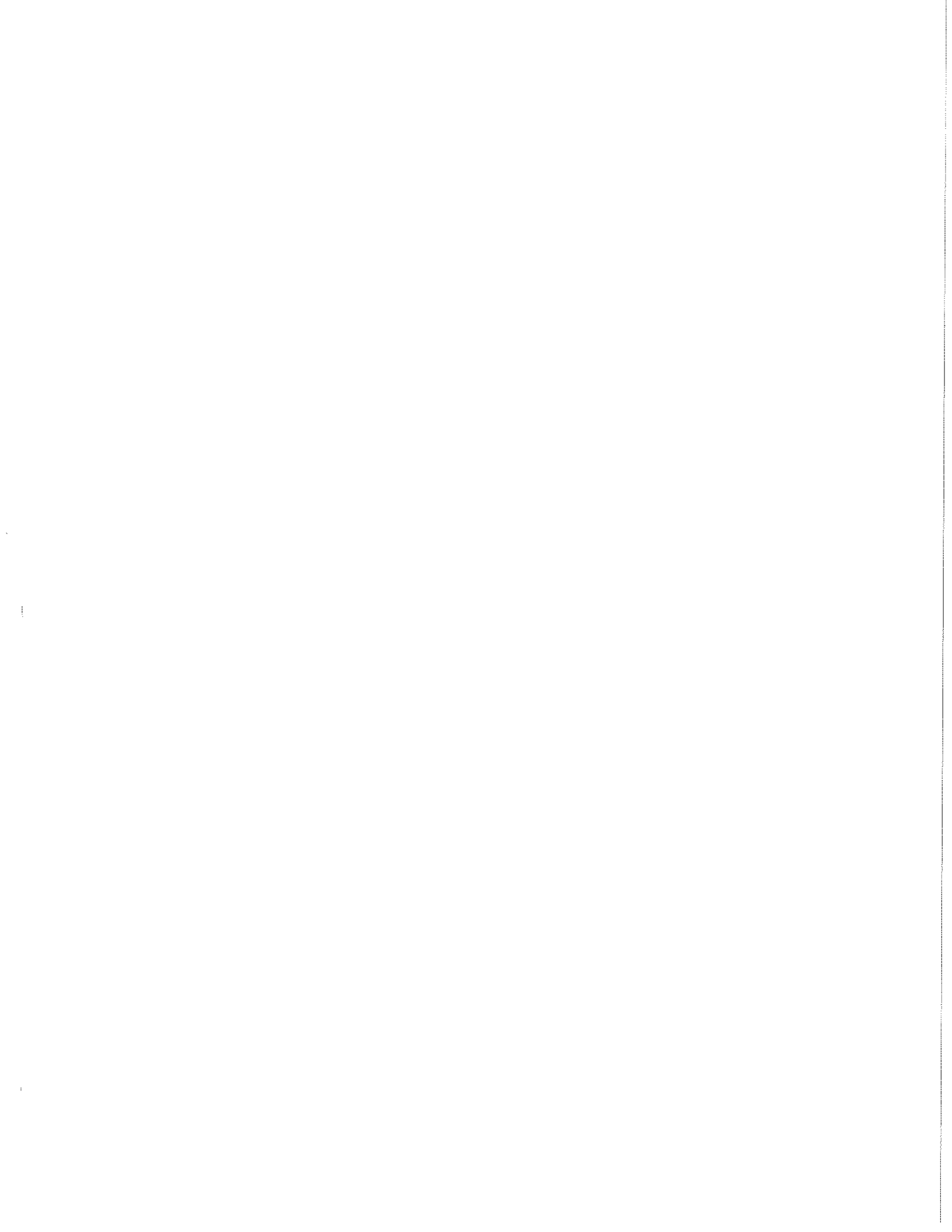
I hereby certify that the facts set forth in the above are true and complete to the best of my knowledge and authorize the Jefferson County Commission to verify their accuracy and to obtain reference information. I hereby release Jefferson County Commission from any/all liability of whatever kind and nature which, at any time, could result from obtaining and having an appointment decision based on such information.

I understand that falsified statements of any kind or omissions of facts called for on this application shall be considered sufficient basis for removal.

I understand that I will fully adhere to the policies, rules and regulations of this appointment, including reading, adhering and signing the County's Ethics Statement and adhering to Robert's Rules as provided in a packet to me when obtaining my Oath of Office or on the County's website. I understand I may also attend a free annual Board Training and Ethics Training meeting established by the Jefferson County Commission.

Signature: June Whittington Date: 7/30/15

*This application is good for and will be retained for two (2) years in accordance with the Administrative Policies and Procedures Policy. In order to be considered for appointment, a new application must be submitted.*



From the Desk Of:  
**Marshall DeMeritt, MS**

290 McQuilkin Run Way  
Shepherdstown, WV 25443  
540-742-8190

MDDeMeritt@gmail.com

20 July 2015

Jefferson County Commission  
124 E. Washington Street  
Charles Town, WV 25414

Customer #: 19748

Members of the Commission;


We are in the second year of the ambulance fee, and approximately eight providers have come from the installment of such a fee. As you all know, as the EMS Chief of the, Shepherdstown Fire Department I am intimately involved in the process, attend many meetings a year, and keep a close eye on the workings of the JCESA and the County Commission as it pertains to the emergency services in Jefferson County. Today I received my ambulance fee bill for 2015-2016, and prior to stroking a check; I declare my protest of the fee – but not why you may suspect.

Let me be clear, my protest is not that I am opposed to the fee, as I stated, I have witnessed first hand the increase in staffing as a result of such tax. My protest comes in two parts:

- 1) Nowhere on the bill does it state the truth that the volunteer departments do not receive funding from this fee. This is a detrimental misunderstanding that should be addressed on future bills. It should clearly state that this fee should not affect the generous donations on which the volunteer departments depend. Departments have, contrary to what you wish to believe, witnessed a drop in monetary donations following the installment of this fee. I blame this on misconceptions that the volunteers are funded, in part, through this fee, and the commission should work to change this false impression.
- 2) The second part of my protest is that on the rear of the bill you clearly document that part of the reason for this fee is a “lack of volunteers.” Yet, with this understanding the Commission still does nothing to invest in volunteer recruitment and retention. As a volunteer who spends countless hours of the day and night, on top of working and trying to be a father, responding to help the citizens of Jefferson County I believe we *deserve* a slight “break.” This fee of \$40.00 will not cause me bankruptcy, and waiving the \$40.00 for the 100-150 active volunteers in Jefferson County will have no measurable detrimental effect on the revenue generated from the fee. However, it very well may create a recruitment incentive for our departments – and that’s a good thing for this county. I urge you to waive the fee for active volunteers who meet certain criteria.

It is with these main objectives that I protest this fee. And although I will pay it, I do so only because it is my obligation as a citizen of Jefferson County. I appreciate you taking the time to consider my comments, and would be glad to assist you in any way to incorporate my suggestions for the future.

Respectfully,

  
Marshall DeMeritt, MS, IMC, NREMT  
Citizen of Jefferson County

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

<b>Week Ending Date</b>	<b>FY16 July 25, 2015</b>
<b>To be Deposited on:</b>	July 31, 2015
<b>Amount Played</b>	60,094,843.39
<b>Amount Won</b>	54,110,804.92
<b>Amount Promo</b>	285,292.00
<b>MWAP Contribution</b>	<u>3,074.72</u>
<b>Adjusted Gross Terminal Revenue</b>	<u>5,695,671.75</u>
<b>Administrative Costs @ 4%</b>	227,826.88
<b>Excess Lottery Fund @ 4%</b>	<u>0.00</u>
<b>Net Terminal Revenue</b>	<u>5,467,844.87</u>
<b>Surcharge @ 10%</b>	0.00
<b>State Share Excess @ 58% &amp; 10% of 42%</b>	0.00
<b>Track Share of Capital Reinvestment @ 90% of 42%</b>	<u>0.00</u>
<i>Track Share of Capital Reinvestment @ 96%</i>	<i>0.00</i>
<i>Track Share of Capital Reinvestment @ 4%</i>	<i>0.00</i>
<b>Adjusted Net Terminal Revenue</b>	<u>5,467,844.87</u>
<b>Racetrack @ 46.50% / 42%</b>	2,542,547.86
<b>Lottery Fund @ 30% / 0%</b>	1,640,353.51
<b>Excess Lottery Fund @ 0% / 41%</b>	0.00
<b>Excess Lottery Fund @ 12.85% / 9.55%</b>	702,618.05
<b>Race Track Purses @ 90% of 7% / 4%</b>	344,474.23
<b>Employee Pension Fund @ 1% / .5%</b>	54,678.44
<b>Greyhound Development @ 90% of .75%</b>	36,907.95
<b>Thoroughbred Development @ 90% of .75%</b>	36,907.95
<b>County/Municipality @ 2%</b>	<u>109,356.88</u>
	<u>5,467,844.87</u>

WEST VIRGINIA LOTTERY  
 First Benchmark  
 Charles Town  
 County / City Split  
 Fiscal Year 2016

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

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 7.93%	CHARLES TOWN 39.90%	HARPERS FERRY 2.17%	RANSON 33.68%	SHEPHERDS TOWN 16.32%
4 days ending: 07/04/15	\$   89,446.56	\$   89,446.56	\$           -	\$           -	\$           -	\$           -	\$           -	\$           -
Week ending: 07/11/15	\$  119,132.68	\$  119,132.68	\$           -	\$           -	\$           -	\$           -	\$           -	\$           -
07/18/15	\$  112,706.24	\$  112,706.24	\$           -	\$           -	\$           -	\$           -	\$           -	\$           -
07/25/15	\$  109,356.88	\$  109,356.88	\$           -	\$           -	\$           -	\$           -	\$           -	\$           -
Subtotal	\$  430,642.36	\$  430,642.36	\$           -	\$           -	\$           -	\$           -	\$           -	\$           -

Benchmark Goal @ 2%         \$   912,063.48  
 Remainder until 1% / 1% Split   \$  481,421.12

**VIDEO LOTTERY REPORT**

FY 2012		FY 2013		FY 2014		FY 2015		FY 2016	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
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	7/4/2015	89,446.56
7/9/2011	171,717.28	7/14/2012	129,458.04	7/13/2013	128,060.40	7/12/2014	111,792.16	7/11/2015	119,132.68
7/16/2011	143,019.52	7/21/2012	130,037.00	7/20/2013	115,128.84	7/19/2014	116,320.32	7/18/2015	112,706.24
7/23/2011	146,508.00	7/28/2012	137,164.44	7/27/2013	123,049.56	7/26/2014	112,502.48	7/25/2015	109,356.88
7/30/2011	144,510.28	8/4/2012	132,931.16	8/3/2013	116,180.80	8/2/2014	117,145.12		
8/6/2011	151,495.28	8/11/2012	134,212.88	8/10/2013	120,078.64	8/9/2014	114,374.60		
8/13/2011	117,350.38	8/18/2012	110,241.90	8/17/2013	124,888.56	8/16/2014	114,105.32		
8/20/2011	71,614.12	8/25/2012	66,209.90	8/24/2013	89,882.12	8/23/2014	116,097.04		
8/27/2011	63,432.14	9/1/2012	67,133.42	8/31/2013	58,913.18	8/30/2014	60,280.02		
9/3/2011	80,837.76	9/8/2012	74,029.40	9/7/2013	67,758.74	9/6/2014	61,420.28		
9/10/2011	84,845.80	9/15/2012	61,838.04	9/14/2013	53,374.22	9/13/2014	51,364.96		
9/17/2011	66,748.62	9/22/2012	56,996.90	9/21/2013	54,277.94	9/20/2014	50,664.54		
9/24/2011	68,929.80	9/29/2012	61,611.40	9/28/2013	54,881.50	9/27/2014	50,127.22		
10/1/2011	68,871.64	10/6/2012	62,715.20	10/5/2013	55,950.74	10/4/2014	53,531.28		
10/8/2011	70,866.90	10/13/2012	60,710.18	10/12/2013	55,837.92	10/11/2014	51,127.00		
10/15/2011	75,262.66	10/20/2012	62,333.08	10/19/2013	61,327.20	10/18/2014	56,414.64		
10/22/2011	68,757.72	10/27/2012	58,073.54	10/26/2013	52,854.06	10/25/2014	49,890.20		
10/29/2011	60,507.98	11/3/2012	56,545.30	11/2/2013	57,543.54	11/1/2014	52,242.34		
11/5/2011	70,673.88	11/10/2012	56,110.96	11/9/2013	54,666.76	11/8/2014	52,819.26		
11/12/2011	67,627.10	11/17/2012	57,432.36	11/16/2013	56,495.96	11/15/2014	51,810.32		
11/19/2011	60,690.60	11/24/2012	65,888.86	11/23/2013	48,628.62	11/22/2014	46,228.62		
11/26/2011	74,140.54	12/1/2012	50,243.34	11/30/2013	59,645.66	11/29/2014	55,593.44		
12/3/2011	59,429.94	12/8/2012	50,770.96	12/7/2013	47,306.24	12/6/2014	46,792.50		
12/10/2011	51,395.44	12/15/2012	47,022.38	12/14/2013	29,229.02	12/13/2014	40,904.98		
12/17/2011	55,981.32	12/22/2012	46,838.96	12/21/2013	44,581.02	12/20/2014	41,600.84		
12/24/2011	54,248.62	12/29/2012	59,697.22	12/28/2013	62,117.14	12/27/2014	58,114.68		
12/31/2011	94,661.00	1/5/2013	71,673.52	1/4/2014	62,963.88	1/3/2015	68,277.28		
1/7/2012	74,863.40	1/12/2013	50,416.30	1/11/2014	37,935.94	1/10/2015	37,099.34		
1/14/2012	58,901.92	1/19/2013	51,211.88	1/18/2014	49,418.64	1/17/2015	43,217.36		
1/21/2012	61,819.92	1/26/2013	46,966.26	1/25/2014	42,720.80	1/24/2015	41,212.80		
1/28/2012	62,898.78	2/2/2013	52,067.92	2/1/2014	47,681.60	1/31/2015	42,783.32		
2/4/2012	72,154.66	2/9/2013	52,222.20	2/8/2014	45,434.52	2/7/2015	47,859.18		
2/11/2012	66,429.04	2/16/2013	64,243.52	2/15/2014	41,076.08	2/14/2015	48,131.08		
2/18/2012	77,455.88	2/23/2013	64,115.70	2/22/2014	61,523.98	2/21/2015	37,610.66		
2/25/2012	77,611.78	3/2/2013	62,602.74	3/1/2014	57,744.78	2/28/2015	56,982.14		
3/3/2012	75,963.86	3/9/2013	59,213.26	3/8/2014	50,439.94	3/7/2015	43,750.42		
3/10/2012	76,808.62	3/16/2013	62,366.36	3/15/2014	54,414.66	3/14/2015	55,096.66		
3/17/2012	76,883.92	3/23/2013	59,841.02	3/22/2014	50,734.62	3/21/2015	53,081.08		
3/24/2012	72,108.36	3/30/2013	57,567.98	3/29/2014	51,174.60	3/28/2015	50,548.88		
3/31/2012	74,244.22	4/6/2013	63,108.84	4/5/2014	55,229.90	4/4/2015	51,713.78		
4/7/2012	75,382.98	4/13/2013	56,849.30	4/12/2014	48,653.18	4/11/2015	51,024.54		
4/14/2012	71,065.34	4/20/2013	55,432.12	4/19/2014	54,469.22	4/18/2015	49,338.10		
4/21/2012	68,055.08	4/27/2013	58,612.74	4/26/2014	51,637.18	4/25/2015	49,656.62		

4/28/2012	72,880.66	5/4/2013	61,102.92	5/3/2014	54,757.72	5/2/2015	54,079.66
5/5/2012	71,582.30	5/11/2013	57,428.70	5/10/2014	51,011.76	5/9/2015	50,062.82
5/12/2012	63,357.92	5/18/2013	61,172.80	5/17/2014	51,148.34	5/16/2015	48,308.08
5/19/2012	78,984.36	5/25/2013	57,131.24	5/24/2014	53,082.60	5/23/2015	47,705.92
5/26/2012	67,396.24	6/1/2013	65,920.66	5/31/2014	62,642.98	5/30/2015	58,258.10
6/2/2012	76,959.44	6/8/2013	55,233.74	6/7/2014	49,517.18	6/6/2015	53,927.82
6/9/2012	63,584.86	6/15/2013	54,067.52	6/14/2014	50,266.50	6/13/2015	50,110.84
6/16/2012	59,436.12	6/22/2013	54,690.28	6/21/2014	48,768.14	6/20/2015	47,109.22
6/23/2012	55,921.30	6/29/2013	55,991.38	6/28/2014	49,250.32	6/27/2015	55,325.14
6/30/2012	58,207.40	6/30/2013	11,509.54	6/30/2014	12,010.70	6/30/2015	16,018.68

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**4,124,906.80**

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**3,580,645.18**

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**3,261,565.02**

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**3,148,372.80**

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**430,642.36**

## 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
<b>Total 2010-2011</b>	<b>1,297,391.70</b>	<b>Total 2011-2012</b>	<b>1,602,900.84</b>	<b>Total 2012-2013</b>	<b>1,530,462.31</b>	<b>Total 2013-2014</b>	<b>998,486.72</b>

Date	Amount	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		
April, 2015	76,343.68		
May, 2015	78,424.23		
June, 2015	81,569.83		
<b>Total 2014-2015</b>	<b>899,128.89</b>	<b>Total 2015-2016</b>	<b>0.00</b>

**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	April, 2015	229,031.04
May, 2012	413,715.39	May, 2013	329,242.14	May, 2014	279,575.67	May, 2015	235,272.69
June, 2012	387,706.12	June, 2013	314,410.11	June, 2014	217,052.10	June, 2015	244,709.49
<b>Total 2011-2012</b>	<b>4,808,702.50</b>	<b>Total 2012-2013</b>	<b>4,608,334.13</b>	<b>Total 2013-2014</b>	<b>2,995,460.18</b>	<b>Total 2014-2015</b>	<b>2,697,386.67</b>

<u>Date</u>	<u>Amount</u>
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<b>Total 2015-2016</b>	<b>0.00</b>
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