

FINANCE COMMITTEE AGENDA

Friday, April 21, 2023

11:00 a.m.

Town Hall

1. Call to order
2. Reading/approval of minutes January 2023
3. Unfinished Business
 - a. Inventory List
4. New Business
 - a. Review of the General Fund Financial Statements prepared by Town Administrator
 - b. Jefferson County Parks and Recreation Commission Treasurer, Paul Marshall - funding request for fireworks at Sam Michael's Park in July 2023
 - c. Mills Group proposal for drone video footage capture for the new website
5. Mayor's Report
6. Adjournment

DRAFT
FINANCE COMMITTEE
MINUTES

Friday, January 27, 2023

10:45 a.m.

Town Hall

1. Call to order at 10:53 a.m.
2. Members present: Mayor Auxer, Chris Stroeck
3. Staff and others present: Andy Beall, Amy Boyd, Beverly Bennett, Mike King, Dana Fogle (CPA)
4. Council present: Marty Amerikaner, Jenny Haynes, Leah Rampy
5. Reading/approval of minutes – Moved by C. Stroeck, second by C. Roberts, minutes approved. Unanimous.
6. Unfinished Business
 - a. Inventory List – no action
7. New Business
 - a. Review of the General Fund Financial Statements- the Town Council was invited to a “training session” to review the General Fund Financial Statements. D. Fogle reviewed each line item and discussion/explanation was provided where necessary. Revenues were first explained by the appropriate department heads followed by the expenses for each department being reviewed. Variants were explained. D. Fogle compiled a list of items that needed further review and/or correction.

It was suggested and agreed that a similar review should be done quarterly to discuss variants and the general well-being of the financials.
8. Mayor’s Report – no action

Meeting adjourned at 12:38 p.m.

Respectfully submitted,
Amy L. Boyd, Town Clerk

Equipment Inventory 2022

Dept.	Year	Make	Model	Type	Vin Number	Life Expectancy	Price	Department Split
Corp	2006	Ford	F250	Pick Up	1FTNF21546EA02193	Replace	\$ 60,000.00	100% Corp
Corp	1993	Ford	F700	Dump	1FDWK74C4PVA37708	Surplus		100% Corp
Corp	2017	Freightliner		Garbage	1FVACYFE6JHJX9231	10 Years	\$ 200,000.00	100% Corp
Corp	2001	Sterling		Garbage	2F2AATAK71AJ17733	Replace	\$ 200,000.00	100% Corp
Corp	2017	Isuzu	NNR	Garbage	JAL5W160J7301291	10 Years	\$ 120,000.00	100% Corp
Corp	2005	Alley Cat		Trailer	1D9RP18135B388002		\$ 12,000.00	100% Corp
Corp		Morbark	2090D	Chipper	90199	5 Years	\$ 75,000.00	100% Corp
Corp	2013	Niffisk	RS-1300	Sweeper	103906895	Replace	\$ 125,000.00	100% Corp
Corp	2019	Bobcat	48 Hyd Fork	Hydraulic Forks	230802616	9 Years	\$ 2,500.00	100% Corp
Corp	2019	Bobcat	S590	Skid Steer	AR9R21161	1000 Hrs Trade	\$ 35,000.00	100% Corp
Corp	2019	Kubota		Sweeper	1063487K	4 Years	\$ 6,000.00	100% Corp
Corp		John Deere	265	Mower	M00265A151326	Replace	\$ 7,000.00	100% Corp
Corp	2016	John Deere	930M	Mower		9 Years	\$ 15,000.00	100% Corp
Corp		Dempster	Blue	Trash Cans	28 Cans	Replace as Needed	\$ 700.00	100% Corp
Corp				Recycling Bins	22 Bins	Replace as Needed	\$ 580.00	100% Corp
Corp				Recycling Cans	19 Cans	Replace as Needed	\$ 400.00	100% Corp
Corp				Trash/ Recycling/ Glass Cans	12 Cans	Replace as Needed	\$ 1,600.00	100% Corp
Corp				Streets		Replace as Needed	\$ 17.00	100% Corp
Corp/S		John Deere	757	Mower	TC0757B035985	Replace	\$ 16,000.00	50% Corp 50% Sewer
Corp/S	2016	Cat	906M	Wheel Loader	CAT0906MPH6600864	14 Years	\$ 95,000.00	75% Sewer 25% Corp
Corp/S/W	2003	Ford	F350	Service	3FTSF31L33MB33564	Replace	\$ 95,000.00	33% Each Department
Corp/S/W	2003	Ford	F350	Dump	1FDWF37583ED58841	Replace	\$ 60,000.00	40% Corp 40% Water
Corp/S/W	2012	Ford	F350	Dump	1FDRF3HT8CEB42895	5 Years	\$ 60,000.00	20% Sewer
Corp/S/W	2009	GMC	C500	Dump	1GDE5C1979F411424	7 Years	\$ 80,000.00	90% Corp 5% Water
Corp/S/W	2007	Ford	Ratger	Pick Up	1FTYR11U17PA243235	Replace	\$ 40,000.00	5% Sewer
Corp/S/W	2009	GMC	3500	Pick Up	1GTHK74679F152002	4 Years	\$ 60,000.00	33% Each Department
Corp/S/W		Ingersoll-Rand	P-185	Air Compressor	1947G2LL328	Replace	\$ 45,000.00	50% Corp 25% Water
Corp/S/W	2004	Cat	420D	Backhoe	CAT420DTFDP08329	1 Years	\$ 125,000.00	25% Sewer
Corp/S/W		Coastal		Office Trailer	Storage	Replace	\$ 29,000.00	33% Each Department

Equipment Inventory 2022

Dept.	Year	Make	Model	Type	Vin Number	Life Expectancy	Price	Department Split
Corp/S/W		Towmaster		Trailer	4KNUJ162971163608	6 Years	\$ 8,000.00	70% Water 20% Sewer 10% Corp
Corp/S/W		Case	CX-31B	Mini	PW12-40617	4 Years	\$ 60,000.00	70% Water 20% Sewer 10% Corp
Corp/S/W		Wilmont		Gas/Diesel Tank		Replace	\$ 4,500.00	33% Each Department
Corp/S/W	2019	Kubota	SSV75	Office Trailer		1 Years	\$ 29,000.00	33% Each Department
Corp/S/W	2001	Ford	Ranger	Skid Steer	JKUS0751C00124438	1000 Hrs Trade	\$ 50,000.00	33% Each Department
Sewer	2008	O Brien	3518-SC	Pick Up	1FTYR10C31TA34197	Replace	\$ 40,000.00	100% Water
Sewer	2014	Ford	F350	Jetter	OBM-1224	4 Years	\$ 45,000.00	100% Sewer
Sewer	2016	International		Dump	1FDRF3H21EEA34766	7 Years	\$ 60,000.00	100% Sewer
Sewer	2015	Ford	F150	Spreader	1HTMMMMN8GH232217	14 Years	\$ 110,000.00	100% Sewer
Sewer	2003	Ford	F150	Pick Up	1FTEW1EP2FKE46953	8 Years	\$ 50,000.00	100% Sewer
W/S		Godwin	6"	Pick Up	2FTRF18233CA31757	Replace	\$ 50,000.00	100% Sewer
Water	2007	Ford		Pump		8 Years	\$ 85,000.00	100% Sewer
Water	2021	John Deere	Ranger	Pick Up	1FTYR11V37PA16503	Replace	\$ 40,000.00	50% Water 50% Sewer
Water		John Deere	X570	Mower	1M0X570BKMM160972	14 Years	\$ 7,000.00	100% Water
Water		John Deere	GT235	Mower	M0G235F094771	2 Years	\$ 7,000.00	100% Water
Water	2017	Ford	Transit	Van	NM0LS7E73H1323855	13 Years	\$ 35,000.00	100% Water

Corporation of Shepherdstown

Budget vs. Actuals: New Budget draft 2 - FY23 P&L

July 1, 2022 - February 23, 2023

	Actual as of 02/28/23	FY 23 Budget	Remaining	% of Budget	% Remaining
Income					
308 Hotel Occupancy Tax	77,399.47	105,000.00	27,600.53	73.71%	26.29%
Court Fee Revenues	35,668.50	56,542.50	20,874.00	63.08%	36.92%
Gaming Income-Table Games	70,723.15	124,635.00	53,911.85	56.74%	43.26%
License & Permit Revenue	11,774.00	34,125.00	22,351.00	34.50%	65.50%
Other Revenues	120,474.93	127,094.73	6,619.80	94.79%	5.21%
Other Tax Revenues	487,687.46	810,735.40	323,047.94	60.15%	39.85%
Parking Fee Revenue	125,343.49	100,800.00	-24,543.49	124.35%	-24.35%
Planning Commission Revenue	2,900.00	7,710.00	4,810.00	37.61%	62.39%
Property Tax Revenue	199,749.99	219,989.00	20,239.01	90.80%	9.20%
Refuse Collections Revenue	137,057.69	201,075.00	64,017.31	68.16%	31.84%
Rents Revenue	28,800.00	45,677.00	16,877.00	63.05%	36.95%
Uncategorized Income	0.00		0.00		
Video Lottery Proceeds Revenue	200,125.27	252,433.65	52,308.38	79.28%	20.72%
Total Income	\$ 1,497,703.95	\$ 2,085,817.28	\$ 588,113.33	71.80%	28.20%

Expenses					
440.30 City Hall Legal Fees	9,958.53	12,600.00	2,641.47	79.04%	20.96%
455.01 Sidewalk Assistance Housing	367.00		-367.00		
700.302 Police Court Judge	1,200.00	2,220.00	1,020.00	54.05%	45.95%
700.305 Misc. Contractual	2,931.81		-2,931.81		
916 Library - Building Repairs	8,930.50	21,000.00	12,069.50	42.53%	57.47%
Arts, Humanities, Library	186.71		-186.71		
City Hall Accounting/Audit	30,487.01	8,000.00	-22,487.01	381.09%	-281.09%
City Hall Bldg/Equip Expenses	7,735.25	28,260.00	20,524.75	27.37%	72.63%
City Hall Insurance	9,724.94	23,310.00	13,585.06	41.72%	58.28%
City Hall Other Expenses	21,872.78	36,401.00	14,528.22	60.09%	39.91%

	Actual as of 02/28/23	FY 23 Budget	Remaining	% of Budget	% Remaining
City Hall Utilities	5,447.28	6,352.50	905.22	85.75%	14.25%
City Hall Video Lottery Expense	6,400.00		-6,400.00		
City Hall-Employee Salary/Fring	76,595.10	100,190.00	23,594.90	76.45%	23.55%
General Fund Donations	15,350.00	21,915.00	6,565.00	70.04%	29.96%
Magistrate Services	840.00	1,920.00	1,080.00	43.75%	56.25%
Parks Equipment & Supplies	56,636.68	25,000.00	-31,636.68	226.55%	-126.55%
Parks Maintenance	3,121.44	5,840.00	2,718.56	53.45%	46.55%
Parks Salaries & Fringe	3,633.29	12,720.00	9,086.71	28.56%	71.44%
900.09 Parks Unemployment Tax Exp		315.00	315.00	0.00%	100.00%
Parks Utilities	2,050.95	74,230.00	72,179.05	2.76%	97.24%
Parks Vehicle Expenses	405.82	5,125.00	4,719.18	7.92%	92.08%
Planning Commission Expenses	68,880.51	96,792.50	27,911.99	71.16%	28.84%
440.82 Professional Services	100.00		-100.00		
440.83 Communications Expenses		2,625.00	2,625.00	0.00%	100.00%
Police Dept. Grant Expenses		1,470.00	1,470.00	0.00%	100.00%
Police Equip. Purchase & Repair	20,266.15	28,350.00	8,083.85	71.49%	28.51%
700.45 Police UNIFORMS	3,488.67	3,150.00	-338.67	110.75%	-10.75%
Police Other Expenses	73,523.25	146,695.00	73,171.75	50.12%	49.88%
700.22 Police Dues		420.00	420.00	0.00%	100.00%
Police Remittance Fees	4,525.00	7,350.00	2,825.00	61.56%	38.44%
Police Salaries & Fringe	397,532.62	610,306.00	212,773.38	65.14%	34.86%
Police Utilities & Rent	4,830.44	24,413.00	19,582.56	19.79%	80.21%
Police Vehicle Expenses	4,319.00	64,000.00	59,681.00	6.75%	93.25%
Public Works Expenses		2,625.00	2,625.00	0.00%	100.00%
Regional Council Dues		900.00	900.00	0.00%	100.00%
Sanitation Dumping Fees	44,996.63	61,750.00	16,753.37	72.87%	27.13%
Sanitation Equip Repair & Maint	128.39	1,500.00	1,371.61	8.56%	91.44%
Sanitation Other Expenses	48,454.04	235,212.50	186,758.46	20.60%	79.40%
Sanitation Salaries & Fringe	41,934.26	117,861.00	75,926.74	35.58%	64.42%
800.08 Sanitation Personnel Training		225.00	225.00	0.00%	100.00%
Sanitation Vehicle Expenses	6,372.01	5,250.00	-1,122.01	121.37%	-21.37%
Streets Maintenance & Equipment	20,270.91	7,050.00	-13,220.91	287.53%	-187.53%

	Actual as of 02/28/23	FY 23 Budget	Remaining	% of Budget	% Remaining
Streets Other Expenses	20,204.19	22,785.00	2,580.81	88.67%	11.33%
Streets Salaries & Fringe	69,872.90	88,638.00	18,765.10	78.83%	21.17%
Streets Tree Maintenance	19,132.66	29,400.00	10,267.34	65.08%	34.92%
Streets Utilities	10,956.20	25,987.50	15,031.30	42.16%	57.84%
Streets Vehicle Expenses	9,510.78	9,000.00	-510.78	105.68%	-5.68%
Tobacco Warehouse Expense	114.48	7,035.00	6,920.52	1.63%	98.37%
Town Elections	0.00	4,400.00	4,400.00	0.00%	100.00%
Town Government Salaries/Fringe	7,605.67	20,186.92	12,581.25	37.68%	62.32%
Visitors Center Expenses	49,605.60	73,500.00	23,894.40	67.49%	32.51%
Total Expenses	\$ 1,190,499.45	\$ 2,084,275.92	\$ 893,776.47	57.12%	42.88%
Net Operating Income	\$ 307,204.50				
Other Income					
380C Restricted Fund Interest Coal (deleted-1)	0.00		0.00		
410H Interest Income Housing (deleted-1)	0.00		0.00		
Total Other Income	\$ 0.00	\$ 0.00	\$ 0.00		
Other Expenses					
Reconciliation Discrepancies	98.07		-98.07		
Total Other Expenses	\$ 98.07	\$ 0.00	-\$ 98.07		
Net Other Income	-\$ 98.07	\$ 0.00	\$ 98.07		
Net Income	\$ 307,106.43	\$ 0.00	-\$ 307,106.43		

Friday, Apr 07, 2023 10:52:15 AM GMT-7 - Accrual Basis

From: [Arthur Auxer III](#)
To: [Amy Boyd](#)
Subject: Fw: Fireworks at Sam Michael's Park in July 2023
Date: Wednesday, March 15, 2023 11:39:58 AM

----- Forwarded Message -----

From: Paul Marshall <pwmarsh409@outlook.com>
To: jimauxer@yahoo.com <jimauxer@yahoo.com>; cheryl.roberts@shepherdstown.us <cheryl.roberts@shepherdstown.us>; chris.stroech@shepherdstown.us <chris.stroech@shepherdstown.us>; jennifer.haynes@shepherdstown.us <jennifer.haynes@shepherdstown.us>; jennifer.haynes@shepherdstown.us <jennifer.haynes@shepherdstown.us>; marty.amerikaner@shepherdstown.us <marty.amerikaner@shepherdstown.us>; leah.rampy9@gmail.com <leah.rampy9@gmail.com>; lahraven@comcast.net <lahraven@comcast.net>
Cc: Jennifer Myers <jmyers@jcprc.org>
Sent: Wednesday, March 8, 2023 at 07:25:30 PM EST
Subject: Fireworks at Sam Michael's Park in July 2023

Hello Mayor Auxer and members of the Shepherdstown Town Council,

By way of introduction my wife Christine and I live outside of town near Moler Crossroads. I have been a member of the Jefferson County Parks & Recreation Commission since 2007.

I volunteered to inform you that we are seeking donations in support of a fireworks display to be held in conjunction with a free Levitt Foundation sponsored concert in the Amphitheater at Sam Michael's Park in Shenandoah Junction.

Would it be possible for me to make a request of the you and the Town Council at an upcoming meeting? The Jefferson County Commission has pledged \$10,000 and Bolivar has pledged \$2,500. We hope to receive \$5,000 each from Charles Town and Ranson. We also have money being pledged from local businesses.

Parks and Recreation, local law enforcement and emergency services agencies are volunteering staff to support the event.

The total cost of the event will be roughly \$30,000.

Let me know if you and the Town Council will receive a request to help fund this event. Shepherdstown would certainly receive its share of credit for what promises to be a well-attended celebration!

Thank you in advance for your consideration!

Best regards,

Paul Marshall

Treasurer

Jefferson County Parks & Recreation Commision

pmarsh409@icloud.com

443-871-2574

March 24, 2023

Andy Beall
Planning & Zoning Administrator
Corporation of Shepherdstown
104 North King Street
Shepherdstown, WV 25443
abeall@shepherdstown.us

Subject: Drone Footage & Marketing Video

Dear Andy,

We are pleased to have been asked to capture sUAS (small unmanned aircraft systems, aka, "drone") footage to be used in the creation and editing of new video content for your Shepherdstown marketing and website needs.

This letter of agreement defines the responsibilities of the parties bound by this agreement. Michael J. Mills is a registered architect in West Virginia. He is doing business as Mills Group, LLC. He is referred to herein as "Architect."

Andy Beall is the client for the project and client of Mills Group; he is referred to herein as "Owner or Client."

SERVICES:

DRONE VIDEO FOOTAGE CAPTURE

This phase is the process of capturing video content through the use of drone photography in and around Shepherdstown. The Client's desired video content will be conveyed to Mills Group at least two (2) weeks before the site visit commences. Any flight restrictions (location, elevation, weather, air traffic, etc.) that may impact the flight date or ability to undertake the flight plan will be addressed by the sUAS pilot either before or during the visit and will be evaluated to conform to best practices and safety as designated by the general FAA flight guidelines for unmanned aircraft. Deviations from planned video capture may occur and will be discussed with the Client in a timely manner.

The site visit to Shepherdstown will occur over the course of a single day, planned with optimal weather conditions during the summer season of 2023. The exact date is to be determined.

VIDEO EDITING – MARKETING VIDEO

This phase is the process of creating and editing one (1) marketing video using the drone footage gathered during the site visit. The style, music/sound, graphics, etc. of the video have yet to be determined but will be discussed during initial conversations with the Client and during intermediate reviews. The runtime of the video is not to exceed 90 seconds in length.

Included in the scope of work are two (2) client meetings for review and feedback. Each meeting will create an opportunity for the video content to be reviewed and updated per the Owner’s comments/direction.

The final video quality and file format shall meet the requirements of the Client’s needs as they relate to the platform(s) intended for its use. All drone footage gathered during the project phase will be provided to the Client at the project close along with the final marketing video. Mills Group will maintain rights to the footage but will grant complete usage to the Client upon completion.

BUDGET AND SCHEDULE

The budget and delivery methods have not been determined at this time. The timeline has not been defined, but the project will progress in a timely manner.

DELIVERABLES: MARKETING VIDEO + RAW DRONE FOOTAGE

This scope covers the mandatory site visit, drone photography, and creation/editing of a marketing video.

Drone Footage	<ul style="list-style-type: none">• One (1) daytime site visit (date and time TBD)• Drone video capture/photography
1st Review	<ul style="list-style-type: none">• Meeting with Client to review raw video footage. Length, style, music/sound, graphics, etc. to be discussed and agreed upon with Client at this stage.
Video Production	<ul style="list-style-type: none">• Implementation of raw video clips into a marketing video
2nd (Final) Review	<ul style="list-style-type: none">• Meeting with Client to review pre-final marketing video
Final Edits/Submission	<ul style="list-style-type: none">• Final edits to video and submission of all materials

PROFESSIONAL FEES:

Fees and payments are as follows:

A lump sum contract of **\$4,000** for professional consulting fees with all project expenses such as mileage, postage, and printing billed directly to the owner with a markup of 10% for administrative costs. The project shall be billed on a monthly schedule based upon a percentage complete for this phase. A retainer of 10% of the contract value (**\$400**) is required on the date of signature of this letter agreement.

Reimbursable Expenses

<u>Printing/Copying</u>	<u>Style</u>	<u>Format</u>	<u>Price</u>
22 x 34	Color	Plot	\$4.00
22 x 34	Black & White	Plot	\$3.00
11 x 17	Color	Plot	\$2.00
11 x 17	Black & White	Plot	\$0.60
8 ½ x 11	Color	Print	\$1.25
8 ½ x 11	Black & White	Print	\$0.20
<u>Other Costs</u>			
CD w/case			\$5.00
Mileage			\$0.58/mile
Scanner Rental			\$200/Day
UAV mapping (drone)	Color & Model		\$250

Terms and Conditions of this Agreement

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever. The limit of the liability shall not exceed the fee paid to the architect as noted in this agreement.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which the Design Professional shall have no responsibility.

Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of the Design Professional's fee or another amount agreed upon when added under Special Conditions.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any of the Work or for instructions given by the Client or its representatives to any one performing any of the Work, nor for means and methods or job-site safety.

Dispute Resolution

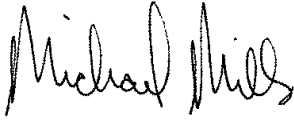
The laws of the State of West Virginia shall govern this Agreement for all purposes. The courts of West Virginia shall have exclusive jurisdiction with regard to any disputes in connection herewith.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

If this letter of agreement is acceptable, please sign in the space below and return one fully executed copy to us.

Sincerely,

A handwritten signature in black ink that reads "Michael Mills". The signature is written in a cursive, slightly slanted style.

Michael J. Mills, Architect, AIA
Mills Group, LLC

Accepted by: _____

(Printed Name) _____

Date: _____