

For “in-person” meetings, persons who are not on the agenda but wish to address the governing body must register to speak at least 15 minutes prior to the start of the meeting. For Zoom meetings, the Mayor will canvas attendees for those wishing to speak. Time limits will be imposed. Written comments and/or questions to be addressed at the meeting, must be submitted to jimauxer@yahoo.com 24 hours before the meeting. Requests for copies of documents related to agenda items must be made in writing at least 24 hours in advance of the meeting, not during the meeting. NOTE: Council members are elected to represent citizens of the Corporation of Shepherdstown, please contact them regarding any questions or comments you may have about the agenda items. This Council follows Robert’s Rules of Order (Revised).

THE MEETING IS STREAMED ON THE TOWN’S FACEBOOK PAGE
“SHEPHERDSTOWN, WEST VIRGINIA”

TOWN COUNCIL MEETING AGENDA

Tuesday, May 9, 2023

6:30 p.m.

LOCATION: TOWN HALL

104 NORTH KING STREET

MASK WEARING IS OPTIONAL

1. Call to order
2. Approval of Town Council Meeting Minutes of April 11 and 18, 2023
3. **Public Comment Period**
 - a. Persons who have registered to address Town Council.
4. **Public Hearings**
 - a. Shepherdstown Grant Guidelines
 - b. First Reading To An Ordinance Re-Enacting Section 11-601 Of Chapter 6 Of Title 11 Of The Code Of Shepherdstown, West Virginia, To Define Types Of Refuse
 - c. An Ordinance Re-Enacting Section 11-604 Of Chapter 6 Of Title 11 Of The Code Of Shepherdstown, West Virginia, To Clarify County Landfill Entity
 - d. An Ordinance Re-Enacting Section 11-605 Of Chapter 6 Of Title 11 Of The Code Of Shepherdstown, West Virginia, To Clarify Tenant Responsibilities

- e. An Ordinance Re-Enacting Section 11-606 Of Chapter 6 Of Title 11 Of The Code Of Shepherdstown, West Virginia, To Clarify Owner And Tenant Responsibilities
- f. An Ordinance Re-Enacting Section 11-607a Of Chapter 6 Of Title 11 Of The Code Of Shepherdstown, West Virginia, To Revise Refuse Container Size And Material Requirements
- g. An Ordinance Re-Enacting Section 11-608 Of Chapter 6 Of Title 11 Of The Code Of Shepherdstown, West Virginia, To Revise Refuse Storage Requirements
- h. An Ordinance Re-Enacting Section 11-609 Of Chapter 6 Of Title 11 Of The Code Of Shepherdstown, West Virginia, To Clarify Permitting Entity

5. Visitors

- a. Jim Gatz – Jefferson County Development Authority
- b. Melissa Jackson – American Foundation for Suicide Prevention – AFSP Out of the Darkness – September 9, 2023
- c. Richard Young – Services for Jack Young – June 16, 2023

6. Unfinished Business

- a. Market House update
- b. Shepherd University Law Enforcement Mutual Assistance Agreement

7. Old Business

- a. Update of website

8. New Business

- a. Planning Commission – appointment of Rebecca Parmesano to fill unexpired term

9. Reports of Committees

A. Finance Committee

- 1. Meeting minutes of April 2023
- 2. Recommendations:
 - a. Jefferson County Parks and Recreation Commission Treasurer, Paul Marshall - funding request for fireworks at Sam Michael's Park in July 2023
 - b. Mills Group proposal for drone video footage capture for the new website
- 3. Review and approval of General Fund financials

B. Parking Committee

1. No meeting in April 2023
2. Recommendations: NONE

C. Police Committee

1. No meeting in April 2023
2. Recommendations: NONE

D. Public Works Committee

1. No meeting April 2023
2. Recommendations: NONE

E. Parks and Recreation Committee

1. Meeting minutes of April 2023 – not available
2. Recommendations: NONE

F. Grants Committee

1. Meeting minutes of April 2023 – not available
2. Recommendations:
 - a. New member appointment – Emily Simade

G. Age Friendly Committee

1. Meeting minutes of May 2023 – not available
2. Recommendations: NONE

H. Personnel Committee

1. Meeting minutes of March 2023
2. Recommendations: NONE

10. Report of Commissions and Boards

A. Tree Commission

1. Meeting minutes of April 2023 – not available
2. Recommendations: NONE

B. Water and Sanitary Board

1. Meeting minutes of Spc. Water Board April 25, 2023 – not available
2. Recommendations: NONE

C. Historic Landmarks Commission

1. Meeting minutes of April 2023 – not available
2. Recommendations: NONE

D. Planning Commission

1. Meeting minutes of April 2023 – not available
2. Recommendations: NONE

E. Board of Appeals

11. Mayor's Report

Shepherdstown Town Council Meeting Minutes

Tuesday, April 11, 2023

Town Hall

104 North King Street

6:30 p.m.

Mask Wearing is Optional

**Also being streamed on the town's Facebook page "Shepherdstown,
West Virginia"**

DRAFT

Present: Jim Auxer (Mayor), Lori Robertson (Recorder), Chris Stroeck, Jenny Haynes, Leah Rampy, Cheryl Roberts, and Marty Amerikaner.

Absent: None

Staff: Town Clerk Amy Boyd, Director of Public Works Frank Welch, Officer Bryce Dickens, and Chief of Police Mike King.

Visitors: Peter Smith, Dr. Scott Barton, Sonya Sholley, Brad Clare, Linda Spatig, Paul Butler, and Steve Pearson.

**Agenda Items 1 and 2-Call to order/approval of Town Council Minutes
(vote required):**

Call to order by Mayor Auxer at 6:29 pm.

Approval of the Town Council Meeting Draft Minutes of March 14, March 21, and March 29, 2023.

J. Haynes - move to approve Town Council Draft Minutes of March 14, 2023. Second by C. Roberts. No objections noted.

C. Stroeck - move to approve Special Town Council Draft Minutes of March 21, 2023. Second by J. Haynes. No objections noted.

C. Stroeck - move to approve Special Town Council Draft Minutes of March 29, 2023 with change on pg 4, second paragraph, 7th line. Change from Parks & Rec. Of the P&R's share...change to -remove Parks & Rec and P&R's, add to sentence- Of the "towns" share.... Second by L. Rampy with changes. No objections noted.

Agenda Item 3 – Public Comment Period:

- Persons who have registered to address Town Council.

Agenda Item 4 – Public Hearings:

a. Second Reading Of An Ordinance Re-Enacting and Further Clarifying Section 9-207 of Chapter 2 Of Title 9 Of The Code of Shepherdstown, West Virginia, To Prohibit Driveways That Cross Public Sidewalks.

J. Haynes - Move to approve the Second Reading Of An Ordinance Re-Enacting and Further Clarifying Section 9-207 of Chapter 2 Of Title 9 Of The Code of Shepherdstown, West Virginia, To Prohibit Driveways That Cross Public Sidewalks. Second by M. Amerikaner. No objections noted.

Agenda Item 5 - Visitors:

Visitor's comments, if any, are logged in under the specific agenda items.

a. Dr. Scott Barton and Sonya Sholley - Shepherd University East Loop and Gateway Projects-

S. Sholley - presented the East Campus Project. There will be a demolition of 2 halls and create a new entrance using grants. Phase 1 is a \$1.47 million grant to start May 1 and end 8/14/23 with a new parking lot with 90 spaces. She showed a map of the new route.

Phase 2 - is yet to go out to bid. Parking by Erma Ora Byrd will be for staff/faculty. The commuter lot will be accessed from King St. or from campus -access from the pavilion side. Also, the island by Ikenberry Hall will be going away for better access. Looking at the cost of paving King St and re-doing the sidewalks. The net gain from the new parking areas is 114 spaces. Will add a covered bus shelter and a new gateway arch.

The Gateway will be the blond brick with contrasting red brick. The top/middle/bottom will be grey. Adding copper with brass letters along with uplighting. It will be landscaped around it. The current dining hall will have a wooden privacy fence at some point.

b. Brad Clare - Requesting permission to publish a geocaching earthcache at James Rumsey Park.

B. Clare - this a modern day scavenger hunt. Earthcache - is a geology lesson for Rumsey Memorial. We need permission from the town and we want to highlight the town and memorial. People would use an app to navigate to the area.

L. Rampy – move to have our attorney prepare a document for Mr. Clare and for Mayor Auxer to sign the document outlining the geocaching guidelines. Second by C. Roberts. No objections noted.

c. Peter Smith - Rotary Club of Shepherdstown -July 4 Parade

P. Smith - no changes.

L. Robertson - move to approve the 4th of July Parade. Second by J. Haynes. No objections noted.

d. Jim Gatz - reappointment to the Jefferson County Development Authority as Shepherdstown's representative

Mayor - Mr. Gatz goes to the meetings and reports to us.

C. Roberts - move to approve the reappointment of Jim Gatz to the Jefferson County Development Authority as Shepherdstown's representative. Second by L. Robertson. No objections noted.

E. Melissa Jackson - American Foundation for Suicide Prevention - AFSP Out of the Darkness - September 9, 2023.

Mayor - Hold until the May meeting. No action tonight.

Agenda Item 5 – Public Hearings:

a. Second Reading Of An Ordinance Re-Enacting and Further Clarifying Section 9-207 of Chapter 2 Of Title 9 Of The Code of Shepherdstown, West Virginia, To Prohibit Driveways That Cross Public Sidewalks.

J. Haynes - move to approve the Second Reading Of An Ordinance Re-Enacting and Further Clarifying Section 9-207 of Chapter 2 Of Title 9 Of The Code of Shepherdstown, West Virginia, To Prohibit Driveways That Cross Public Sidewalks. Second by M. Amerikaner. No objections noted.

Agenda Item 6 – Unfinished Business:

a. Market House Update– F. Welch - Chazz is preparing a lease and resolution for the May council meeting. Public Hearing will be before the May meeting.

- b. Town Administrator Update –
Stephanie Grove started last Wednesday, 3/29/23, and is doing very well.

Agenda Item 7 – Old Business:

- _____a. Update of website-
Work is being done on content, color schemes, and design.

Agenda Item 8 – New Business:

- _____a. Shepherd University Law Enforcement Mutual Assistance Agreement -

Chief King - this will be put back on the May agenda as there is a question about some wording -will go to Chazz.

- B. Special Town Council meeting April 18 re: Laying of the Levy
This Tuesday at 11 a.m.

Agenda Item 9 – Reports of Committees:

A. Finance Committee:

1. No meeting in March 2023
2. Recommendations: None
3. Review and approval of Corporation Financials

Mayor - Expenses the 1st 8 months - have only spent 57% of our expenses with income up by 20%

L. Rampy - Why is that?

Mayor - people are gambling more, the 1% helps, and Public Works is down a person. The department heads have done a good job on their budgets.

M. Amerikaner - format? Questioned some of the odd numbers

A. Boyd - can start adding footnotes if needed.

Mayor - the new town administrator is very adept at this.

C. Stroeck - can we attempt to make this more understandable?

Mayor - yes

M. Amerikaner - what about looking the contingency fund?

Mayor - starting to look at it more now.

**C. Stroeck - move to approve the Corporation Financials.
Second by L. Rampy. No objections noted.**

B. Parking Committee:

1. No meeting in March 2023
2. Recommendations: None

C. Police Committee:

1. Meeting minutes of March 2023 - not available
2. Recommendations: None
3. New police patches -

Chief - the new design is dark with a light grey pin-line - the blue line was removed.

L. Robertson -move to approve the new police patch with the design change. Second by J. Haynes. No Objections noted.

P. Butler - spoke to other images we use in town -is not fond of the body armor and the black cars.

M. Amerikaner - please bring your concerns to the police committee with specific ideas.

D. Parks and Recreation Committee:

1. Meeting minutes of March 2003 - not available
2. Recommendations: None

E. Public Works Committee:

1. Meeting minutes of March, 2023 – not available
2. Recommendations: None

F. Path Advisory Committee

1. No meeting April 2023
2. Recommendations: None

G. Grants Committee

1. Next Meeting April 11, 2023
2. Recommendations: None

H. Age Friendly Committee

1. Meeting minutes of March 2023 - not available
2. Recommendations: None

I. Personnel Committee

1. Meeting minutes of March 2023
2. Recommendations: None

Agenda item 10 – Report of Commissions, Authority and Boards:

A. Historic Landmarks Commission:

1. Meeting minutes of April 2023 – not available
2. Recommendations: None

B. Planning Commission:

1. Meeting minutes of March 2023 – not available
2. Recommendations: None

C. Tree Commission

1. No Meeting in March 2023
2. Recommendations: None

D. Water and Sanitary Board:

1. Meeting minutes of March 23, 2023
2. Recommendations: None

E. Board of Appeals

1. None scheduled.

Agenda Item 11 - Mayor's Report:

- * Shepherdstown Historic Museum opening April 15. Help out if you can.
- * May Day - is April 29
- * Tree City - 17 years
- * Please help keep the town clean - the flowers are blooming and are very pretty

L. Robertson – move to adjourn at 7:32 p.m. Second by L. Rappy. No objections noted.

Draft Minutes respectfully submitted by L. Robertson, Recorder for the Corporation of Shepherdstown.

Special Town Council Meeting Minutes

Tuesday, April 18, 2023

Town Hall - 11:00 a.m.

104 North King Street

Also being streamed on the town's Facebook page "Shepherdstown, West Virginia"

DRAFT

Present: Mayor Jim Auxer, Lori Robertson (Recorder), Jim Ford, Chris Stroeck, Jenny Haynes, and Marty Amerikaner.

Absent: C. Roberts

Staff: Town Clerk Amy Boyd, Town Administrator Stephanie Grove

Visitors:

Agenda:

1. Call meeting to order

Call the meeting to order by Mayor Auxer at 11:00 a.m

2. Laying of the Levy

**L. Robertson - move to come approve the Laying of the Levy.
Second by M. Amerikaner. No objections noted.**

**L. Robertson – move to adjourn at 11:03 a.m. Second by J. Haynes.
No objections noted.**

Draft Minutes respectfully submitted by L. Robertson, Recorder for the Corporation of Shepherdstown.

SHEPHERDSTOWN GRANT GUIDELINES

OVERVIEW:

Grant funds awarded to the Corporation of Shepherdstown support essential programs and services, allowing the Town to maintain existing services and fund new projects or purchase needed goods and services. Grant agreements are legal contracts. When a grant is awarded, the Town is obligated to carry out the activities associated with the funded project and to accomplish its objectives while adhering to all of the terms and conditions prescribed by the grantor.

These Grant Guidelines create a required protocol for application, approval, accounting, financial administration, and reporting for grant and other funding opportunities. This protocol will facilitate grant oversight and coordination, foster consistency with applications, and help ensure grant compliance. It will also foster good stewardship of the public trust. The goal of uniformity in the grant seeking process is to increase grant revenue, thereby elevating the impact of programs and services funded through grants.

SPECIFIC OBJECTIVES:

1. Facilitate prioritized needs identification;
2. Create a standard approval process for projects and grant applications;
3. Establish a protocol for inter-departmental communication regarding the grant application process;
4. Promote transparency and public engagement with regard to planning and funding;
5. Ensure the Town's readiness to apply for funding opportunities as they arrive; and
6. Establish the sustainability of projects beyond grant periods.

SCOPE:

These Guidelines recognize three types of approvals related to grant seeking:

1. Project approval;
2. Approval to apply for project funding; and
3. Approval of funding applications that have been completed.

All Town entities that seek to apply for federal, state, local, public, and private funding, except those listed below under EXCEPTIONS, must adhere to these Guidelines. Preliminary steps to grant proposals, such as initial letters of inquiry or pre-application submissions that do not

require budgets, will not need Town Council approval. Grant renewal and/or grant continuation forms are considered applications.

INTERNALLY COMPETING APPLICATIONS:

Generally, grantors will not consider multiple applications from the same entity during the same application period. Coordination is vital among all Town entities. It is not in the Town's best interest to compete against itself or to risk the possibility of duplicating a request for funds.

SIGNATORY AUTHORITY:

Following the Town's approval process, applying entities will obtain the Mayor's approval and signature on all funding applications.

LETTERS OF SUPPORT:

If the Town is requested to offer letters of support for grants submitted by entities outside of the Town, such letter shall not conflict with the Town's positions or policies.

NEEDS IDENTIFICATION:

The Town will take a strategic approach to the grant seeking and application process to enhance the Town's ability to coordinate grant activity on a department-wide basis and to provide an overview of needs that could be met through grant funding. Town commissions, committees, and boards should work together when identifying and applying for grants. Having a list of pre-approved, prioritized projects that need funding will expedite Shepherdstown's grant-seeking efforts. It is recommended that at the end of each fiscal year, these Town entities file simple reports stating identified needs, what analysis the needs are based on, and costs for solutions to address those needs. Submitted reports should include 1) needs and impact assessment, 2) simplified budgets, 3) a description of any public input that was incorporated into planning, and 4) how the needs relate to the goals outlined in the Comprehensive Plan. These reports should be combined and tracked to form a working list of priorities. Grant opportunities should consider these needs.

GRANTS MANAGEMENT DATABASE AND DOCUMENT RETENTION:

The Grants Committee will maintain a master database of grants, including both awarded and pending applications. Grant applications in process or pending as of the adoption of this policy will be added retroactively to the tracking list. It is recommended that this database also include projects that have been approved by the Town Council and are awaiting funding. This list shall

be made available to the public via the website and to all Town entities. The creation of this list will improve coordination, enhance oversight, and provide a snapshot of the Town's funding priorities. The Town Clerk shall keep a file of all submitted grant applications.

REQUIRED APPROVALS:

Project Approval: All Town projects in need of funding shall obtain Project Approval from the Town Council. If new projects will require funding outside of the Town's budget, this Project Approval is necessary before seeking the Town Council's Approval to Apply for Funding. New Project Approvals are valid for twelve (12) months and must be renewed or updated thereafter.

Approval to Apply for Funding: Town Council's Approval to Apply for Funding requires prior Project Approval. Both Approvals may occur simultaneously. Approvals to Apply for Funding are valid for twelve (12) months so long as no project variables have changed.

Grant Application Approval: When Approval to Apply for Funding has been granted and preparation of the grant application is complete, the Town Council will review the grant application and vote to approve its provision to the Mayor for signature and submission.

EXCEPTIONS:

Approval to Apply for Funding is not needed for the following:

1. Funding for the maintenance, upkeep, replacement, or ongoing operation of existing programs or projects where:
 - A. (optional: BELOW A CERTAIN DOLLAR AMOUNT), and
 - B. there are no significant changes in program goals, scope, or objectives, or any new requirements of continued local funding for the project; OR
2. The project's expenses were approved by Town Council and included in the Town's operating budget under "pending funding" within the year covered by the award; OR
3. Applications for recurring grants that ended in the immediately preceding grant period or with no funding lapse if they are for ongoing operation, improvement, or maintenance of existing and necessary Town resources, projects, or programs, and do not involve changes in scope or budget (optional: (BELOW A CERTAIN DOLLAR AMOUNT - \$50,000?).

There are no other exceptions. Applications that are rushed or that aim to devise new projects to capture new funding opportunities rather than find funding for approved projects are to be avoided. If the funding opportunity is not excepted as outlined above, and the applying entity is not made aware of the funding within adequate time to present to the Town Council at a regular meeting, a special Town Council meeting should be called.

STANDARDS FOR PUBLIC ENGAGEMENT:

Project Approval and Approval to Apply for Funding are both contingent on satisfying the requirement for public engagement, meaning whether the public has had sufficient opportunity to review the project and to provide input that is incorporated into the planning process.

There are myriad ways to satisfy the requirement for public engagement such as sufficient public notice, public meetings and placards posted at project locations. Project managers are encouraged to consult national planning ethics standards and best practices regarding this. One helpful resource is the American Planning Association:

<https://www.planning.org/ethics/ethicalprinciples/>. The Town's goal in assessing needs and planning to meet those needs should be a cumulative process that provides the most comprehensive public engagement possible on a per project basis.

AWARD NOTIFICATION AND REVIEW:

Grant award notifications will come in various forms and are often sent to the signing representative. Such award letters and grant contracts must be routed to the applicant body for processing, with documentation sent to the Grants Committee for filing. The applicant body shall:

- Save award letters electronically;
- Share copy of award with responsible department(s) and Finance Committee;
- Obtain legal review of grant award contract as indicated or needed;
- Review grant contracts for terms and conditions and prepare a list of requirements in an easy-to-follow format for the responsible department(s);
- Obtain signatures for a fully executed contract as required;
- Set up timelines for reports and other tasks.

TOWN COUNCIL AWARD APPROVAL:

In some cases, if required by the Grantor, the Town Council will need to vote to approve grant *awards*. The Town Council may decline to accept any grant award. The Town Council will be notified when any funding is awarded. The Town Council will review grant *awards* when: it did not approve the grant *application*; any specifications in the grant/project activities or requirements have changed since the application was submitted; or for any other reason deemed valid by the Town Council, Mayor or applying entity.

REVIEW AND REVISIONS:

These Guidelines will be reviewed and revised as necessary to ensure that they are following existing rules and regulations and that they serve the public effectively. Any such revisions will be made only after soliciting public input.

GRANT / FUNDING “INTENT TO APPLY” FORM
(For Town Council Approval to Apply)

Please attach a summary report that contains the following information about the project to be funded and the funding opportunity:

BASIC INFORMATION:

1. Name of project;
2. Applying entity;
3. Project lead’s name and contact information;
4. Source of grant funding (name of grant), including link, and application due date;
5. Summary of project to be funded including purpose and overall cost; and
6. Reporting and compliance requirements;

PUBLIC ENGAGEMENT:

7. Has meaningful public input been sought, obtained, and incorporated into planning for the project that will be funded? Please describe in detail.
8. Describe how the public, including and especially members of the public who will be directly affected by the project, has been proactively informed of the project and the proposed funding source(s).
9. Please attach a comprehensive report on all citizen feedback that was received, and describe how the feedback was incorporated into planning for the project.
10. If applicable (e.g. as required by some grant applications), attach the pre-application press release of grant application.
11. Has the potential for conflict of interest been ruled out?

FINANCIAL EVALUATION:

12. What is the total anticipated project cost over the grant period?
13. Attach an itemized budget.
14. What, if any, are the match / cost share requirements?
15. Capacity of Town to administer the funds and funded project, to include all reporting requirements?
16. Has the Finance Committee approved the match requirements? (attach minutes documenting approval)
17. Staffing requirements including salary and benefits increases for multi-year grants?
18. Sustainability and cost (available funds. etc.) of the project or staff positions after the grant ends?

PROGRAMMATIC EVALUATION:

19. Compatibility with Comprehensive Plan?

20. Is the project for a new service, program, or structure or for an expansion of services to address established needs?
21. What is the established and documented need?
22. How was the need established?

RESOURCE CHARTS (to be adapted and included after Guidelines approved):

**AN ORDINANCE RE-ENACTING
SECTION 11-601 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO DEFINE TYPES OF REFUSE**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-601, entitled "Definitions," to revise the definition of refuse and to add the definitions of "raw garbage", "trash", and "ashes". Accordingly, there is re-enacted Section 11-601 of Chapter 11 of Title 6 to read as follows:

Section 11-601 Definitions

Refuse - The word "refuse" shall be taken to mean all sweepings, cleanings, trash, rubbish, litter, garbage, industrial or domestic waste; organic wastes or residue of animals sold as meat, fruit or other vegetable matter from kitchens, dining rooms, markets, or places dealing in or handling meats, fowl, fruits, grain or vegetables; offal, animal excreta, the carcasses of animals, tree or shrub trimmings, grass clippings, dirt, wood, stone, brick, plaster, or materials resulting from the demolition, alteration or construction of buildings or structures, accumulated waste materials or substances which may become nuisances, some of which are more particularly classified as follows:

(1) ~~"Prepared garbage"~~; means material from kitchens, dining rooms and similar places, from which liquids have been drained and solid matter rapped in paper.

(2) ~~"Raw garbage"~~ means swill not prepared as prepared garbage;.

(3) ~~"Trash"~~ means waste material containing no putrid matter or organic wastes.

(4) ~~or a~~ "Ashes" means residue resulting from the combustion of coal, coke or wood in domestic, industrial or commercial stoves, furnaces or boilers.-

Private scavenger - The term "private scavenger" shall be taken to mean a person who, for hire, engaged in the hauling and transportation of refuse from point of collection to point of disposal.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-604 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO CLARIFY COUNTY LANDFILL ENTITY**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-604, entitled “Use of county landfill,” to revise the landfill operating entity. Accordingly, there is re-enacted Section 11-604 of Chapter 11 of Title 6 to read as follows:

Section 11-604 Use of county landfill

Municipally operated refuse service or any private scavenger service shall use the Jefferson County Landfill, [Jefferson County Solid Waste Authority](#), or any other disposal site as designated by town council.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-605 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO CLARIFY TENANT RESPONSIBILITIES**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-605, entitled “Duty of resident, etc., to subscribe to and pay for collection, removal and disposal service,” to clarify tenant responsibilities. Accordingly, there is re-enacted Section 11-605 of Chapter 11 of Title 6 to read as follows:

Section 11-605 Duty of resident, etc., to subscribe to and pay for collection, removal and disposal service.

All residents or business houses [or their tenants](#) residing in or doing business within the town shall subscribe to, use and pay for the collection, removal and disposal service provided by the town or by an approved private scavenger having a permit from the town as provided in this chapter.

It shall be unlawful for any person to neglect or refuse to subscribe to such service and to pay therefore at the rates established by the town council for the type of service furnished [to](#) each such person or business house.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-606 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO CLARIFY OWNER AND TENANT RESPONSIBILITIES**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-606, entitled “Rules and regulations,” to clarify owner and tenant responsibilities. Accordingly, there is re-enacted Section 11-606 of Chapter 11 of Title 6 to read as follows:

Section 11-606 Rules and regulations

The town council may prescribe, publish, promulgate and enforce reasonable rules and regulations, deemed necessary or proper, consistent with this chapter to carry out the objects and purposes thereof and for the safety and health of the citizens of the town in respect to the collection, removal and disposal of refuse as herein defined. It shall be unlawful for any person to fail, neglect or refuse to comply with such rules and regulations. [Both owners and tenants are responsible to ensure compliance with such rules and regulations.](#)

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-607A OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO REVISE REFUSE CONTAINER SIZE AND MATERIAL REQUIREMENTS**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-607A, entitled "Specifications of refuse containers," to revise container size and material requirements for refuse containers. Accordingly, there is re-enacted Section 11-607A of Chapter 11 of Title 6 to read as follows:

Section 11-607A Specifications for refuse containers

Standard containers for the storage of refuse shall be substantially made of metal or plastic, leak proof and water tight, shall be a capacity, approximately of not less than five (5) nor more than thirty (30) gallons for trash and garbage.

Standard containers for the storage of ashes shall be substantially made of metal -and not less than five (5) nor more than ten (10) gallons ~~for ashes~~ and shall be equipped with an adequate carrying bail or carrying handles, with a tight cover, or shall otherwise be prescribed by the state, county or local health officials, ~~provided, however, that ashes and dry trash which will not constitute a health hazard may be placed in substantial wooden containers.~~

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-608 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO REVISE REFUSE STORAGE REQUIREMENTS**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-608, to now be entitled "Location and upkeep of containers," and to revise refuse storage requirements. Accordingly, there is re-enacted Section 11-608 of Chapter 11 of Title 6 to read as follows:

Section 11-608 Location and upkeep of containers

Where alleys are used by the municipal refuse collectors, containers shall be placed on or within six (6) feet of the alley line in such a position as not to intrude upon the traveled portion of the alley. Where streets are used by the municipal refuse collections, containers shall be placed adjacent to and back of the curb, or adjacent to and back of the ditch or street line if there be no curb, at such times as shall be scheduled by the municipality for the collection of refuse therefrom. The containers shall be kept secure and tidy, so as to not allow refuse to escape. As soon as practicable after such containers have been emptied, the containers shall be removed by the owner or tenant within, or to the rear of, his premises and stored away from the street line until the next schedule time for collection.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-609 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO CLARIFY PERMITTING ENTITY**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-609, entitled "Permit for private refuse collectors," to revise the permitting entity. Accordingly, there is re-enacted Section 11-609 of Chapter 11 of Title 6 to read as follows:

Section 11-609 Permit for private refuse collectors

No private scavenger shall engage in the collection, removal or disposal of refuse without first obtaining a permit from the town council to render such services.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-601 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO DEFINE TYPES OF REFUSE**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-601, entitled "Definitions," to revise the definition of refuse and to add the definitions of "raw garbage", "trash", and "ashes". Accordingly, there is re-enacted Section 11-601 of Chapter 11 of Title 6 to read as follows:

Section 11-601 Definitions

Refuse - The word "refuse" shall be taken to mean all sweepings, cleanings, trash, rubbish, litter, garbage, industrial or domestic waste; organic wastes or residue of animals sold as meat, fruit or other vegetable matter from kitchens, dining rooms, markets, or places dealing in or handling meats, fowl, fruits, grain or vegetables; offal, animal excreta, the carcasses of animals, tree or shrub trimmings, grass clippings, dirt, wood, stone, brick, plaster, or materials resulting from the demolition, alteration or construction of buildings or structures, accumulated waste materials or substances which may become nuisances, some of which are more particularly classified as follows:

(1) "Prepared garbage" means material from kitchens, dining rooms and similar places, from which liquids have been drained and solid matter rapped in paper.

(2) Raw garbage" means swill not prepared as prepared garbage.

(3) "Trash" means waste material containing no putrid matter or organic wastes.

(4) "Ashes" means residue resulting from the combustion of coal, coke or wood in domestic, industrial or commercial stoves, furnaces or boilers.

Private scavenger - The term "private scavenger" shall be taken to mean a person who, for hire, engaged in the hauling and transportation of refuse from point of collection to point of disposal.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-604 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO CLARIFY COUNTY LANDFILL ENTITY**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-604, entitled "Use of county landfill," to revise the landfill operating entity. Accordingly, there is re-enacted Section 11-604 of Chapter 11 of Title 6 to read as follows:

Section 11-604 Use of county landfill

Municipally operated refuse service or any private scavenger service shall use the Jefferson County Landfill, Jefferson County Solid Waste Authority, or any other disposal site as designated by Town Council.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-605 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO CLARIFY TENANT RESPONSIBILITIES**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-605, entitled "Duty of resident, etc., to subscribe to and pay for collection, removal and disposal service," to clarify tenant responsibilities. Accordingly, there is re-enacted Section 11-605 of Chapter 11 of Title 6 to read as follows:

Section 11-605 Duty of resident, etc., to subscribe to and pay for collection, removal and disposal service.

All residents or business houses or their tenants residing in or doing business within the town shall subscribe to, use and pay for the collection, removal and disposal service provided by the town or by an approved private scavenger having a permit from the town as provided in this chapter.

It shall be unlawful for any person to neglect or refuse to subscribe to such service and to pay therefore at the rates established by the town council for the type of service furnished to each such person or business house.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-606 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO CLARIFY OWNER AND TENANT RESPONSIBILITIES**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-606, entitled "Rules and regulations," to clarify owner and tenant responsibilities. Accordingly, there is re-enacted Section 11-606 of Chapter 11 of Title 6 to read as follows:

Section 11-606 Rules and regulations

The Town Council may prescribe, publish, promulgate and enforce reasonable rules and regulations, deemed necessary or proper, consistent with this chapter to carry out the objects and purposes thereof and for the safety and health of the citizens of the Town in respect to the collection, removal and disposal of refuse as herein defined. It shall be unlawful for any person to fail, neglect or refuse to comply with such rules and regulations. Both owners and tenants are responsible to ensure compliance with such rules and regulations.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-607A OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO REVISE REFUSE CONTAINER SIZE AND MATERIAL REQUIREMENTS**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-607A, entitled "Specifications of refuse containers," to revise container size and material requirements for refuse containers. Accordingly, there is re-enacted Section 11-607A of Chapter 11 of Title 6 to read as follows:

Section 11-607A Specifications for refuse containers

Standard containers for the storage of refuse shall be substantially made of metal or plastic, leak proof and water tight, shall be a capacity, approximately of not less than five (5) nor more than thirty (30) gallons for trash and garbage.

Standard containers for the storage of ashes shall be substantially made of metal and not less than five (5) nor more than ten (10) gallons and shall be equipped with an adequate carrying bail or carrying handles, with a tight cover, or shall otherwise be prescribed by the state, county or local health officials.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-608 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO REVISE REFUSE STORAGE REQUIREMENTS**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-608, to now be entitled "Location and upkeep of containers" and to revise refuse storage requirements. Accordingly, there is re-enacted Section 11-608 of Chapter 11 of Title 6 to read as follows:

Section 11-608 Location and upkeep of containers

Where alleys are used by the municipal refuse collectors, containers shall be placed on or within six (6) feet of the alley line in such a position as not to intrude upon the traveled portion of the alley. Where streets are used by the municipal refuse collections, containers shall be placed adjacent to and back of the curb, or adjacent to and back of the ditch or street line if there be no curb, at such times as shall be scheduled by the municipality for the collection of refuse therefrom. The containers shall be kept secure and tidy, so as to not allow refuse to escape. As soon as practicable after such containers have been emptied, the containers shall be removed by the owner or tenant within, and stored away from the street line until the next schedule time for collection.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

**AN ORDINANCE RE-ENACTING
SECTION 11-609 OF CHAPTER 6 OF TITLE 11 OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
TO CLARIFY PERMITTING ENTITY**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 6 of Title 11 of the Shepherdstown Code is hereby amended by amending and re-enacting Section 11-609, entitled "Permit for private refuse collectors," to revise the permitting entity. Accordingly, there is re-enacted Section 11-609 of Chapter 11 of Title 6 to read as follows:

Section 11-609 Permit for private refuse collectors

No private scavenger shall engage in the collection, removal or disposal of refuse without first obtaining a permit from the Town Council to render such services.

_____(Mayor)

_____(Recorder)

First Reading: _____

Second Reading: _____

Adopted: _____

From: [Melissa McCabe](#)
To: [Amy Boyd](#)
Subject: Re: Event Request Form-AFSP
Date: Tuesday, March 28, 2023 4:59:54 PM

4:58



Done NOTICE: Represe...n will be reviewed.
1 of 3



NOTICE: Representation is required at meeting where this application will be reviewed.

Corporation of Shepherdstown



Event/Park Request Form

Applications and fees are due at least ninety (90) days prior to the event unless otherwise noted.

Any form of advertising of this event, prior to approval by Town Council, is done at applicant's own risk.

Please read and complete entire application. An incomplete application may result in denial or delay of request. The Corporation of Shepherdstown reserves the right to approve or deny any event request.

Organization:	American Foundation for Suicide Prevention
Contact Name:	Melissa Jackson
Mailing Address:	15 Stadium Circle NW
City, State, Zip:	Inwood, WV 25928
E-mail Address:	melissamccabell127@gmail.com
Daytime Phone:	240-729-5698
Evening Phone:	240-729-5698
Cell Phone:	240-729-5698

1.) Name and Complete Description of Event including location if other than one of our Parks: <i>attach on separate sheet if necessary</i>	AFSP- Out of the Darkness Community Walk
2.) Has this event been held in Shepherdstown in the past?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, on a separate sheet, please provide event dates (last three years) and describe any scheduling conflicts with other events that occurred in prior years or potential conflicts for the</i>	

3.) Is this a "one-time" event?		current requested event <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4.) Date and Time of Event: 9 / 8 / 23		From: 1 am/pm To: 4 am/pm	
4a.) Set Up Time 10am			
4b.) Tear Down Time 5pm			
5.) Park Requested, if applicable:	<input type="checkbox"/> Bane-Harris \$100	<input type="checkbox"/> Cullison \$100	<input checked="" type="checkbox"/> Rumsey \$500
	<input type="checkbox"/> Viola-Devonshire \$100		
6.) Are street closures requested?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide, on the attached map, streets that need to be closed. If having a parade, provide parade route. Alleys must be kept open. (No Exceptions)		
7.) Is event open to the public?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		



4:59



Done

NOTICE: Represe...n will be reviewed.

2 of 3



NOTICE: Representation is required at meeting where this application will be reviewed.

8.) What are the parking arrangements? Please explain.	Would like to use town + Sched parking if possible			
9.) Will entertainment be involved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance	Any entertainment must be approved by the Town Council			
	<input type="checkbox"/> Live Band	<input checked="" type="checkbox"/> DJ	<input type="checkbox"/> Radio/CD Player	<input type="checkbox"/> Other: Explain

10.) Will other equipment be used? (i.e. generator, tents, inflatables, etc.) If yes, give details.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Tents, Tables + Signage</i>
11.) Are you a non-profit organization? <i>If yes, provide certification of non-profit status.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12.) Will vendors be at the event? <i>If yes, give details including complete list of vendors and contact information.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Food Truck - vendor unknown at this time.</i>
13.) Will event participants be charged a fee? <i>If yes, what is the cost?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
14.) Will admission be charged for the event? <i>If yes, what is the cost?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15.) Number of people expected to attend:	<input type="checkbox"/> less than 50 <input checked="" type="checkbox"/> 51-100 <input type="checkbox"/> 101-150 <input type="checkbox"/> more than 150
16.) Name & contact info. for two (2) people with authority that will be present at event:	Name: <i>Melissa Jackson</i> Phone: <i>240-729-8698</i> Name: <i>Care Fought</i> Phone: <i>253-370-7200</i>
17.) Check any Town assistance needed:	<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Recycling <input type="checkbox"/> Other
18.) Will alcoholic beverages be served? <i>If yes, the Shepherdstown Open Container Ordinance must be suspended by action of the Town Council for this day's event.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, you must contact the WV Alcohol Beverage Control Commission to obtain a "one day" license.</i>
19.) How will this event benefit Shepherdstown?	<i>Second Prevention and awareness.</i>

Requirements:

- All event requests must be applied for at least 90 days prior to the event date.
- For park events, notification of the event must be provided, in writing, to all neighbors within two blocks of the event location (a copy of this notification must be provided to the Town)
- If this is a parade, walk or run, give details including map of route to be taken.
- General liability insurance coverage of no less than one million dollars (\$1,000,000) reflecting the Corporation of Shepherdstown as additionally insured.
- If assistance from the Police or Public Works Department is needed for the event, you will be responsible for contacting the respective departments.
- Payment of costs incurred during the event must be paid within one week following the event (i.e. Assistance from the Police Department or Public Works Department).
- All required information must be submitted at least two weeks prior to the Town Council meeting.

Corporation of Shepherdstown

It is hereby agreed and understood that _____ is reserved, as specified, for the use of the above named organization and/or individual. The Facility reserved is subject to inspection by any authorized representative of the Corporation of Shepherdstown in order to assure proper use of Town



4:59



Done

NOTICE: Represe...n will be reviewed.

3 of 3



NOTICE: Representation is required at meeting where this application will be reviewed.

property. This permit must be in the possession of the organization and/or individual to whom it is issued and shown upon request to any authorized Town Official.

The organization and/or individual assumes personal liability and responsibility for any and all costs of cleanup of the premises, loss, breakage, damage to or removal of Town property and further assumes liability and responsibility for the conduct and good order of the group and its invitees and guests.

The organization and/or individual shall be responsible for any and all loss, damage or injury to any and all personal property that it or its agents, representatives, invitees or guests, may bring to, store at, or leave at the facility, and shall indemnify and hold harmless the Corporation of Shepherdstown and any department, agent, official and/or employee thereof for any personal injury incurred during, or as a result of such use. The organization and/or individual further agrees to abide by all procedures, policies, and rules governing use of the above-mentioned facility.

☒ I have read and agree to these responsibilities.

Signature of Organization and/or Individual: *Charles J. Baker*

Date: 3/26/23

Any individual under the age of 21 must have the signature of a parent or guardian who shall assume any and all responsibility and liability as set forth above and the person signing must be in attendance at the rental event.

Parent/Guardian: _____ Date: _____

Printed Name: _____ Phone: _____

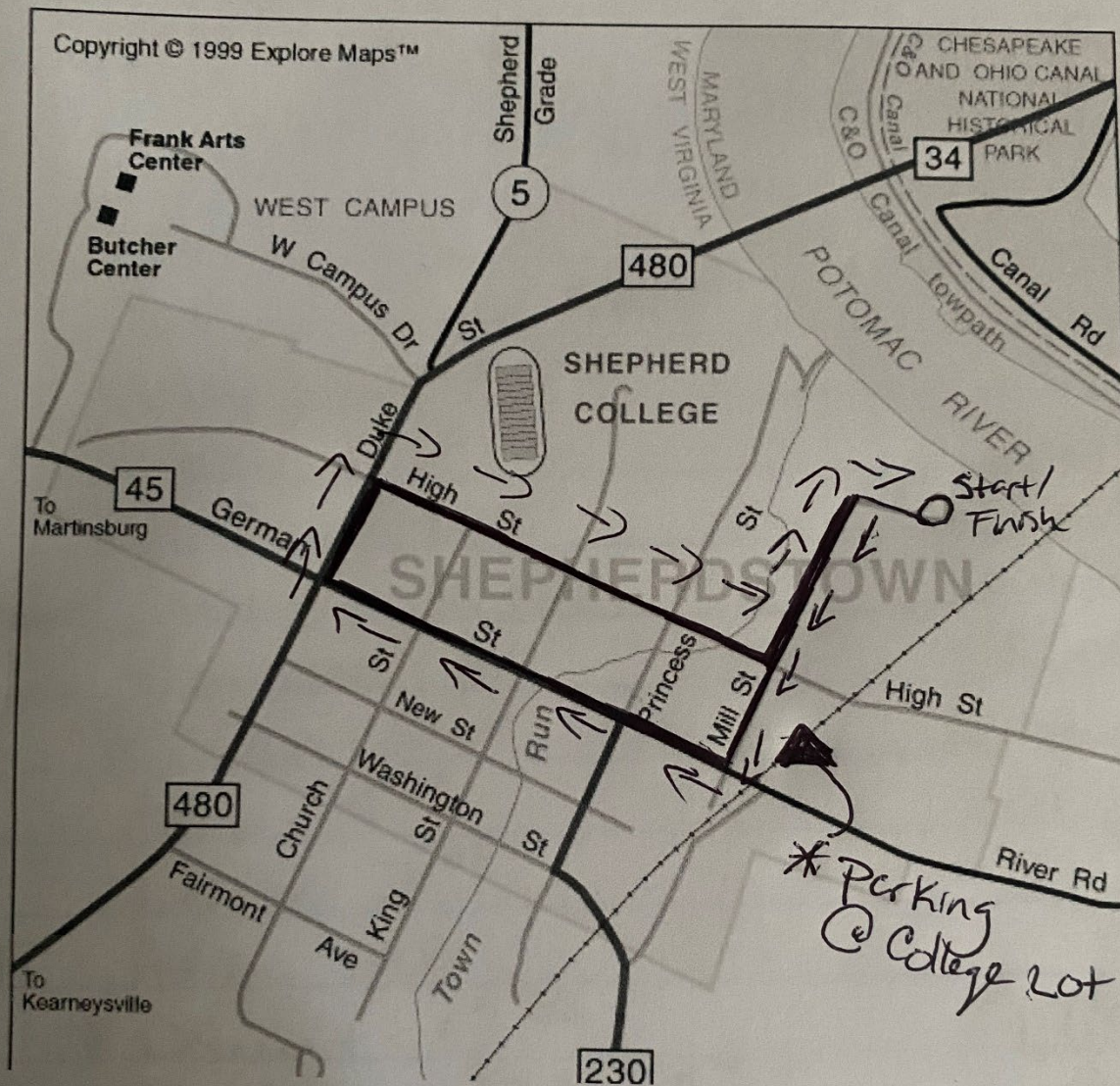
PLEASE NOTE APPROVAL IS REQUIRED FOR USE OF THE PARK FACILITIES. Once approved, this permit will be issued.

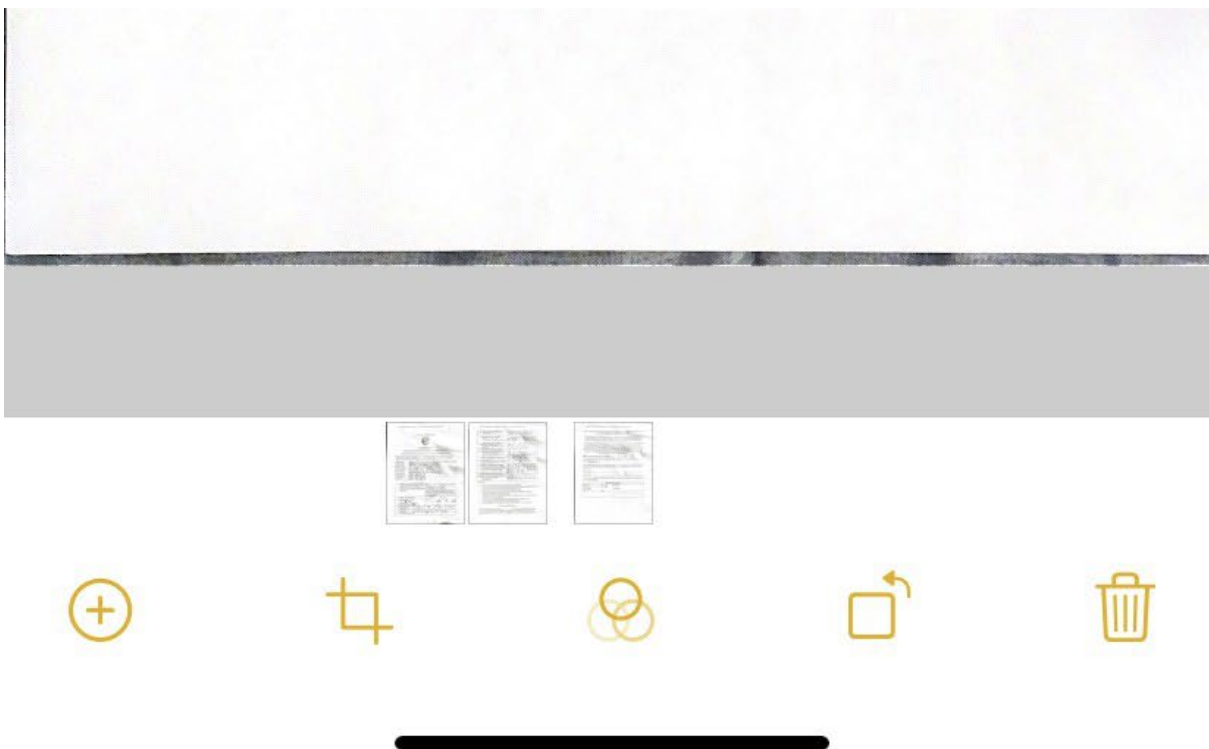
FOR OFFICE USE ONLY	
Rental Fee: \$ _____	<input type="checkbox"/> Cash
Date Paid: _____	<input type="checkbox"/> Check
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Approved by: _____	Comments: _____
Title: _____ Date: _____	_____

NOTICE: Representation is required at meeting where this application will be reviewed.

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Frank Arts Center
Butcher Center
WEST CAMPUS
W Campus Dr
Duke St
High St
SHEPHERD COLLEGE
SHEPHERDSTOWN
German St
New St
Washington St
Church Ave
King St
Town St
Princess St
Mill St
High St
River Rd
POTOMAC RIVER
CHESAPEAKE AND OHIO CANAL
NATIONAL HISTORICAL PARK
Canal Rd
Canal
C&O Canal
lowpath
Maryland
West Virginia
Shepherd Grade
5
480
45
480
230
To Martinsburg
To Kearneysville
34
Start/Finish
* Parking @ College Lot





On Tue, Mar 28, 2023 at 2:59 PM Amy Boyd <clerk@shepherdstown.us> wrote:

There's no attachment.

Thanks,

Amy L. Boyd, Town Clerk
Corporation of Shepherdstown

[104 North King Street](#)

P.O. Box 248

Shepherdstown, WV 25443

Office: 304-876-2398

Website: www.shepherdstown.us

From: Melissa McCabe <melissamccabe1127@gmail.com>

Sent: Sunday, March 26, 2023 6:05 PM
To: Amy Boyd <clerk@shepherdstown.us>
Subject: Event Request Form-AFSP

Please find the attached event request form. We are a nonprofit organization American Foundation for Suicide Prevention. We host a community walk called Out Of The Darkness Fight for suicide prevention. Once we have a date confirmed we are going to work with the college and local businesses to get the community involved. Thank you,

Melissa Jackson

240-729-5698

NOTICE: Representation is required at meeting where this application will be reviewed.

Corporation of Shepherdstown



Event/Park Request Form

Applications and fees are due at least ninety (90) days prior to the event unless otherwise noted.

Any form of advertising of this event, prior to approval by Town Council, is done at applicant's own risk.

Please read and complete entire application. An incomplete application may result in denial or delay of request. The Corporation of Shepherdstown reserves the right to approve or deny any event request.

Organization:	FAMILY SERVICES FOR JACK L YOUNG
Contact Name:	RICHARD YOUNG
Mailing Address:	144 FARVIEW LANE
City, State, Zip:	SHEPHERDSTOWN WV 25443
E-mail Address:	RKM.YOUNG@FRONTIER.NET, NET
Daytime Phone:	304 886-2592
Evening Phone:	" " "
Cell Phone:	" " "

1.) Name and Complete Description of Event including location if other than one of our Parks: <i>attach on separate sheet if necessary</i>	SHEPHERDSTOWN COMMUNITY CLUB			
2.) Has this event been held in Shepherdstown in the past?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, on a separate sheet, please provide event dates (last three years) and describe any scheduling conflicts with other events that occurred in prior years or potential conflicts for the current requested event</i>			
3.) Is this a "one-time" event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
4.) Date and Time of Event: <u>6 / 16 / 24</u> 4a.) Set Up Time _____ 4b.) Tear Down Time _____	From: <u>9</u> am/pm To: <u>5</u> am/pm			
5.) Park Requested, if applicable:	<input type="checkbox"/> Bane-Harris \$100	<input type="checkbox"/> Cullison \$100	<input type="checkbox"/> Rumsey \$500	<input type="checkbox"/> Viola-Devonshire \$100
6.) Are street closures requested?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide, on the attached map, streets that need to be closed. If having a parade, provide parade route. Alleys must be kept open. (No Exceptions)</i>			
7.) Is event open to the public?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	

NOTICE: Representation is required at meeting where this application will be reviewed.

8.) What are the parking arrangements? <i>Please explain.</i>	Discussion in meeting			
9.) Will entertainment be involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance</i>	Any entertainment must be approved by the Town Council.			
	<input type="checkbox"/> Live Band	<input type="checkbox"/> DJ	<input type="checkbox"/> Radio/CD Player	<input type="checkbox"/> Other: Explain
10.) Will other equipment be used? (i.e. generator, tents, inflatables, etc.) If yes, give details. (MAXUSE TENT)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
11.) Are you a non-profit organization? <i>If yes, provide certification of non-profit status.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
12.) Will vendors be at the event? <i>If yes, give details including complete list of vendors and contact information.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
13.) Will event participants be charged a fee? <i>If yes, what is the cost?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
14.) Will admission be charged for the event? <i>If yes, what is the cost?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cost			
15.) Number of people expected to attend:	<input type="checkbox"/> less than 50	<input type="checkbox"/> 51-100	<input type="checkbox"/> 101-150	<input checked="" type="checkbox"/> more than 150
16.) Name & contact info. for two (2) people with authority that will be present at event:	Name: JACIL YOUNG		Phone: 210-573-3840	
	Name: BETH YOUNG		Phone: 210-583-3449	
17.) Check any Town assistance needed: N/A	<input type="checkbox"/> Electric	<input type="checkbox"/> Police	<input type="checkbox"/> Public Works	
	<input checked="" type="checkbox"/> Recycling	<input type="checkbox"/> Other		
18.) Will alcoholic beverages be served? <i>If yes, the Shepherdstown Open Container Ordinance must be suspended by action of the Town Council for this day's event.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, you must contact the WV Alcohol Beverage Control Commission to obtain a "one day" license.</i>			
19.) How will this event benefit Shepherdstown?				

Requirements:

- All event requests must be applied for at least 90 days prior to the event date.
- For park events, notification of the event must be provided, in writing, to all neighbors within two blocks of the event location (a copy of this notification must be provided to the Town)
- If this is a parade, walk or run, give details including map of route to be taken.
- General liability insurance coverage of no less than one million dollars (\$1,000,000) reflecting the Corporation of Shepherdstown as additionally insured.
- If assistance from the Police or Public Works Department is needed for the event, you will be responsible for contacting the respective departments.
- Payment of costs incurred during the event must be paid within one week following the event (i.e. Assistance from the Police Department or Public Works Department).
- All required information must be submitted at least two weeks prior to the Town Council meeting.

Corporation of Shepherdstown

It is hereby agreed and understood that _____ is reserved, as specified, for the use of the above named organization and/or individual. The Facility reserved is subject to inspection by any authorized representative of the Corporation of Shepherdstown in order to assure proper use of Town

NOTICE: Representation is required at meeting where this application will be reviewed.

property. This permit must be in the possession of the organization and/or individual to whom it is issued and shown upon request to any authorized Town Official.

The organization and/or individual assumes personal liability and responsibility for any and all costs of cleanup of the premises, loss, breakage, damage to or removal of Town property and further assumes liability and responsibility for the conduct and good order of the group and its invitees and guests.

The organization and/or individual shall be responsible for any and all loss, damage or injury to any and all personal property that it or its agents, representatives, invitees or guests, may bring to, store at, or leave at the facility, and shall indemnify and hold harmless the Corporation of Shepherdstown and any department, agent, official and/or employee thereof for any personal injury incurred during, or as a result of such use. The organization and/or individual further agrees to abide by all procedures, policies, and rules governing use of the above-mentioned facility.

☒ I have read and agree to these responsibilities.

Signature of Organization and/or Individual: _____

Date: 7/10/23

Any individual under the age of 21 must have the signature of a parent or guardian who shall assume any and all responsibility and liability as set forth above and the person signing must be in attendance at the rental event.

Parent/Guardian: _____

Date: _____

Printed Name: _____

Phone: _____

PLEASE NOTE APPROVAL IS REQUIRED FOR USE OF THE PARK FACILITIES. Once approved, this permit will be issued.

FOR OFFICE USE ONLY	
Rental Fee: \$ _____	<input type="checkbox"/> Cash
Date Paid: _____	<input type="checkbox"/> Check
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Approved by: _____	Comments: _____
Title: _____ Date: _____	_____

LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT

THIS AGREEMENT, dated this _____ day of March, 2023, is by and between the CORPORATION OF SHEPHERDSTOWN POLICE DEPARTMENT (hereinafter referred to as 'Shepherdstown') and the SHEPHERD UNIVERSITY DEPARTMENT OF PUBLIC SAFETY (hereinafter referred to as "University").

WHEREAS, the West Virginia Legislature has enacted the West Virginia Law Enforcement Mutual Assistance Act (hereinafter referred to as "Act"), W. Va. Code §15-10-1, *et seq.*, as amended; and

WHEREAS, Shepherdstown and the University desire that their law enforcement agencies formalize their historical mutual assistance and sharing of resources by a written agreement; and

WHEREAS, the law enforcement agencies have concurrent jurisdiction over certain areas;

THEREFORE, the parties do agree as follows:

1. Shepherdstown and the University shall provide each other mutual law enforcement assistance and cooperation for all matters contemplated, set out, and defined in W. Va. Code §15-10-4, including, but not limited to, the investigation of crime and the apprehension of criminals, and both law enforcement agencies agree that this agreement and their relationship shall be governed by the Act. Such mutual assistance shall always be based upon an affirmative request by an officer from within the jurisdiction soliciting the assistance of one or more officers to assist in the response to a condition or incident.

2. Whenever police action or investigation is needed in reference to any municipal street, road or thoroughfare within the Corporation of Shepherdstown and immediately adjacent to or passing through the premises under the jurisdiction of the Shepherd University Board of Governors, on such occasions the Shepherdstown Police Department shall be the lead law enforcement agency in the response to such incidents. Any University police responding on such occasions shall support the command responsibility of the Shepherdstown Police Department. It is agreed that such premises shall be routinely patrolled by the Shepherdstown Police Department and not routinely patrolled by the University Police.

3. Whenever police action or investigation is needed in reference to any premises owned and under the jurisdiction of the Shepherd University Board of Governors and also within the corporate boundaries of Shepherdstown, on such occasions the University Police Department shall be the lead law enforcement agency in the response to such incidents.

Any Shepherdstown police responding on such occasions shall support the command responsibility of the University Police Department. It is agreed that such premises shall be routinely patrolled by University police and not routinely patrolled by Shepherdstown Police.

4. This agreement shall remain in force and effect unless or until cancelled at any time by either party, by providing written notice to the chief executive officer of the other party

WITNESS the following signatures:

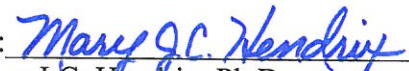
CORPORATION OF SHEPHERDSTOWN
POLICE DEPARTMENT

By: _____
Its Chief

By: _____
Jim Auxer
Mayor, Corporation of Shepherdstown

SHEPHERD UNIVERSITY
DEPARTMENT OF
PUBLIC SAFETY

By: 
Its Chief

By: 
Mary J.C. Hendrix, Ph.D.
President, Shepherd University

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

The foregoing instrument was acknowledged before me on this ____ day of March, 2023, by _____, Chief of Police of the Corporation of Shepherdstown.

My commission expires

(S E A L)

Notary Public

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

The foregoing instrument was acknowledged before me on this ____ day of March, 2023, by Jim Auxer, Mayor, on behalf of the Corporation of Shepherdstown Police Department.

My commission expires

(S E A L)

Notary Public

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

^{April}
~~March~~, 2023, by Lori Maranatha, Chief of the Shepherd University Police Department.

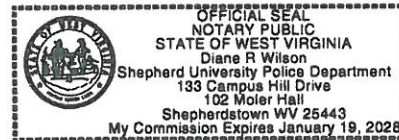
My commission expires

January 19, 2028

(S E A L)

Diane R. Wilson
Notary Public

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



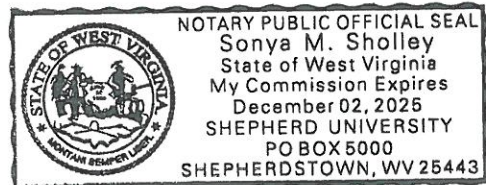
^{April}
~~March~~, 2023, by Mary J.C. Hendrix, Ph.D., University President, on behalf of the Shepherd University Police Department.

My commission expires

Dec. 2, 2025

(S E A L)

Sonya M. Sholley
Notary Public





BOARDS AND COMMISSIONS APPLICATION

*Please write at least a paragraph for the sections that ask for a description
(attach additional sheets if necessary).*

You are also welcome to submit a résumé.

Name: ☐ Mr. ☒ Ms. Rebecca Parmesano Address: 100 S. Shoe Lane Shepherdstown

Phone numbers – Home: 916-879-3703 Work: _____ Cell: _____

Email address: revaparm@gmail.com Employer: retired

Occupation: retired teacher

Which board/commission would you like to serve on? Planning Commission

Please describe your background and education.

College educated with degree in Special Education K - 12. Taught K-8 for 33 years in a variety of grades and in both regular education and special education. Currently retired and volunteer teaching English through Literacy Volunteers Eastern Panhandle.

Please describe your experience and any special training you may have that apply to this board/commission.

I have been on different types of boards throughout my teaching career. These boards were set up to facilitate agreement through compromise between interest groups while staying within the state legal guidelines.

I also was on the state board of California Resource Specialist which was set up to advocate for Special Educators all over California.

Please describe your motivation for serving on this board/commission.

Since retired, I've been looking for ways to become involved in my community. The Planning Commission opportunity seems like a good way to accomplish this goal.

Please describe what you know about this board/commission.

I've read through the Title 9 Planning and Zoning for Shepherdstown. The main job of this Commission seems to be to enforce town codes and ordinances as specified in the town ordinances. Although, I didn't really see where the "planning" comes into play.

How did you hear about this board/commission?

Andy Beall notified me of a vacancy.

Please provide two personal or professional references (include name and phone number).

Vince Parmesano 410-599-0039

Janny Latno 707- 326-6049

Signature: Rebecca V Parmesano Date submitted: 4-3-2023

Please type in your answers and submit the completed form by hand, mail, fax or email to:

Town Clerk's Office

104 North King Street

P.O. Box 248

Shepherdstown, West Virginia 25443-0248

304-876-1473 (fax)

clerk@shepherdstown.us

For additional information, or to request a hard copy of the application, please call 304-876-2398.

FINANCE COMMITTEE MINUTES

Friday, April 21, 2023

11:00 a.m.

Town Hall

1. Meeting called to order at 11:00 a.m.
2. Members present: Mayor Auxer, Cheryl Roberts, Chris Stroeck.
3. Staff present: Amy Boyd, Stephanie Grove, Frank Welch
4. Reading/approval of minutes January 2023 – moved to approve with noted changes by C. Stroeck, second by C. Roberts. Unanimous
5. Unfinished Business
 - a. Inventory List – F. Welch indicated the list was from 2022. F. Welch reported the 2003 Ford F350 needs to be replaced. The estimated cost is \$183,000. The new vehicle is more versatile and will be used by all departments. Ideally, the cost should be divided between the Water, Sewer, and General Funds. However, F. Welch is concerned that the Sewer Department cannot support this cost. F. Welch will get quotes. It was asked that the replacement items on the inventory list be prioritized.
6. New Business
 - a. Review of the General Fund Financial Statements prepared by Town Administrator – the enclosed statements were presented at the last Town Council meeting. However, they have been presented to the Finance Committee in a different format. It was suggested to add a “monthly” column. S. Grove agreed to make this change. F. Welch expressed that the new format is easier to understand. S. Grove will review and report any anomalies.

Contingency/Reserve/Rainy Day Fund – the members would like to discuss this topic further . Should we have such a fund? If so, how much?
 - b. Jefferson County Parks and Recreation Commission Treasurer, Paul Marshall - funding request for fireworks at Sam Michael’s Park in July 2023 – moved by C. Roberts, second by C. Stroeck, to recommend to Town Council approval of a donation of \$2,000 to the JCPRC for the fireworks at Sam Michael’s Park. Unanimous.
 - c. Mills Group proposal for drone video footage capture for the new website - moved by C. Stroeck, second by C. Roberts, to recommend to

Town Council approval acceptance of the proposal. Unanimous. The final product will become the property of the Corporation of Shepherdstown.

7. Mayor's Report – Mayor Auxer sent an email providing a link from the WV Municipal League to available grants in WV.
8. Adjournment – 12:20

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.stroeck@shepherdstown.us <chris.stroeck@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



Fireworks

July 1, 2023

Mayor's Meeting
Funding Discussion
January 3, 2023



The fun
STAYS in
Jefferson
County.

The community
has been vocal
about
bringing
Fireworks back.

Local, free events
means equitable
community
celebration.

Professional
pyrotechnics.

Visitors come
from other counties
and states
for this event.



THE CITY OF
CHARLES TOWN
WEST VIRGINIA



Estimated Expense Budget 2023

Expenses:	
Fireworks Contract	\$20,000
Porta Pots	\$4,000
Sheriff Deputy/Reserves	\$1,500
Staffing	\$3,500
Sound	\$2,000
Entertainment	\$3,000
Parking	\$1,000
EMS	\$500
Light Tower Rental (Qty 9)	\$1,000
TOTAL	\$36,500

*Totals are estimated using figures from 2019. Cost could be more for the fireworks display we have had in previous years, however, there are smaller/shorter shows available if adjustments are necessary.



Fireworks was a beloved community event.



It is unsustainable without community support.

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

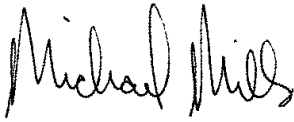
The laws of the State of West Virginia shall govern this Agreement for all purposes. The courts of West Virginia shall have exclusive jurisdiction with regard to any disputes in connection herewith.

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 fluid and cursive, with the first and last names clearly distinguishable.

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

Accepted by: _____

(Printed Name)_____

Date:_____

Corporation of Shepherdstown
Budget vs. Actuals: Fiscal Year 2023
July 1, 2022 - March 31, 2023

	Actual as of 03/31/23	FY 23 Budget	Remaining	% of FY 23 Budget	YTD Budget	% YTD Budget
Income						
308 Hotel Occupancy Tax	83,673.07	105,000.00	21,326.93	79.69%	78,750.00	106.25%
Court Fee Revenues	43,138.50	56,542.50	13,404.00	76.29%	42,409.08	101.72%
Gaming Income-Table Games	79,485.50	124,635.00	45,149.50	63.77%	93,476.25	85.03%
License & Permit Revenue	11,966.00	34,125.00	22,159.00	35.07%	25,589.25	46.76%
Other Revenues	152,943.12	127,094.73	-25,848.39	120.34%	95,318.64	160.45%
Other Tax Revenues	470,261.02	810,735.40	340,474.38	58.00%	588,572.65	79.90%
Parking Fee Revenue	144,842.51	100,800.00	-44,042.51	143.69%	75,595.50	191.60%
Planning Commission Revenue	3,037.50	7,710.00	4,672.50	39.40%	5,782.50	52.53%
Property Tax Revenue	211,009.75	219,989.00	8,979.25	95.92%	107,127.00	196.97%
Refuse Collections Revenue	154,401.11	201,075.00	46,673.89	76.79%	150,806.25	102.38%
Rents Revenue	32,400.00	45,677.00	13,277.00	70.93%	34,258.25	94.58%
Uncategorized Income	0.00		0.00			
Video Lottery Proceeds Revenue	240,121.18	252,433.65	12,312.47	95.12%	189,321.75	126.83%
Total Income	\$ 1,627,279.26	\$ 2,085,817.28	\$ 458,538.02	78.02%	\$ 1,487,007.12	109.43%
Expenses						
440.30 City Hall Legal Fees	11,577.86	12,600.00	1,022.14	91.89%	9,450.00	122.52%
455.01 Sidewalk Assistance Housing	367.00		-367.00			
700.302 Police Court Judge	800.00	2,220.00	1,420.00	36.04%	1,665.00	48.05%
700.305 Misc. Contractual	2,974.21		-2,974.21			
916 Library - Building Repairs	10,359.05	21,000.00	10,640.95	49.33%	15,750.00	65.77%
Arts, Humanities, Library	261.83		-261.83			
City Hall Accounting/Audit	33,177.07	8,000.00	-25,177.07	414.71%	5,994.00	553.50%
City Hall Bldg/Equip Expenses	8,876.86	28,260.00	19,383.14	31.41%	21,195.00	41.88%
City Hall Insurance	12,422.54	23,310.00	10,887.46	53.29%	17,482.50	71.06%
City Hall Other Expenses	27,961.15	36,401.00	8,439.85	76.81%	27,297.00	102.43%
City Hall Utilities	6,119.49	6,352.50	233.01	96.33%	4,765.50	128.41%
City Hall Video Lottery Expense	6,400.00		-6,400.00			
City Hall-Employee Salary/Fring	89,967.07	100,190.00	10,222.93	89.80%	75,136.50	119.74%
General Fund Donations	17,150.00	21,915.00	4,765.00	78.26%	16,436.25	104.34%
Magistrate Services	1,040.00	1,920.00	880.00	54.17%	1,440.00	72.22%
Parks Equipment & Supplies	56,641.98	25,000.00	-31,641.98	226.57%	18,738.00	302.28%
Parks Maintenance	4,238.80	5,840.00	1,601.20	72.58%	4,374.00	96.91%
Parks Salaries & Fringe	3,982.38	12,720.00	8,737.62	31.31%	9,540.00	41.74%
900.09 Parks Unemployment Tax Exp		315.00	315.00	0.00%	236.25	0.00%
Parks Utilities	2,050.95	74,230.00	72,179.05	2.76%	55,672.47	3.68%
Parks Vehicle Expenses	549.43	5,125.00	4,575.57	10.72%	3,843.00	14.30%
Planning Commission Expenses	81,375.75	96,792.50	15,416.75	84.07%	72,593.10	112.10%
440.82 Professional Services	100.00		-100.00			
440.83 Communications Expenses	364.64	2,625.00	2,260.36	13.89%	1,968.75	18.52%
Police Dept. Grant Expenses		1,470.00	1,470.00	0.00%	1,102.50	0.00%
Police Equip. Purchase & Repair	21,914.46	28,350.00	6,435.54	77.30%	21,262.50	103.07%
700.45 Police UNIFORMS	3,314.13	3,150.00	-164.13	105.21%	2,362.50	140.28%
Police Other Expenses	89,241.29	146,695.00	57,453.71	60.83%	110,013.75	81.12%
700.22 Police Dues		420.00	420.00	0.00%	315.00	0.00%
Police Remittance Fees	4,660.00	7,350.00	2,690.00	63.40%	5,512.50	84.54%
Police Salaries & Fringe	459,400.91	610,306.00	150,905.09	75.27%	457,718.85	100.37%
Police Utilities & Rent	5,541.23	24,413.00	18,871.77	22.70%	18,309.69	30.26%
Police Vehicle Expenses	4,319.00	64,000.00	59,681.00	6.75%	47,988.00	9.00%
Public Works Expenses		2,625.00	2,625.00	0.00%	1,968.75	0.00%

	Actual as of 03/31/23	FY 23 Budget	Remaining	% of FY 23 Budget	YTD Budget	% YTD Budget
Regional Council Dues		900.00	900.00	0.00%	675.00	0.00%
Sanitation Dumping Fees	60,116.53	61,750.00	1,633.47	97.35%	46,309.50	129.81%
Sanitation Equip Repair & Maint	128.39	1,500.00	1,371.61	8.56%	1,249.97	10.27%
Sanitation Other Expenses	50,753.14	235,212.50	184,459.36	21.58%	176,409.18	28.77%
Sanitation Salaries & Fringe	50,090.33	117,861.00	67,770.67	42.50%	88,395.75	56.67%
800.08 Sanitation Personnel Training		225.00	225.00	0.00%	168.75	0.00%
Sanitation Vehicle Expenses	8,934.69	5,250.00	-3,684.69	170.18%	3,937.50	226.91%
Streets Maintenance & Equipment	20,431.64	7,050.00	-13,381.64	289.81%	5,287.23	386.43%
Streets Other Expenses	23,133.28	22,785.00	-348.28	101.53%	17,088.66	135.37%
Streets Salaries & Fringe	78,708.87	88,638.00	9,929.13	88.80%	66,478.50	118.40%
Streets Tree Maintenance	19,132.66	29,400.00	10,267.34	65.08%	22,050.00	86.77%
Streets Utilities	12,687.65	25,987.50	13,299.85	48.82%	19,490.58	65.10%
Streets Vehicle Expenses	10,728.01	9,000.00	-1,728.01	119.20%	6,749.91	158.94%
Tobacco Warehouse Expense	128.53	7,035.00	6,906.47	1.83%	5,276.25	2.44%
Town Elections	0.00	4,400.00	4,400.00	0.00%	3,299.94	0.00%
Town Government Salaries/Fringe	7,605.67	20,186.92	12,581.25	37.68%	15,140.16	50.24%
Visitors Center Expenses	49,605.60	73,500.00	23,894.40	67.49%	55,125.00	89.99%
Total Expenses	\$ 1,359,334.07	\$ 2,084,275.92	\$ 724,941.85	65.22%	\$ 1,563,263.24	86.95%
Net Operating Income	\$ 267,945.19					

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



BOARDS AND COMMISSIONS APPLICATION

*Please write at least a paragraph for the sections that ask for a description
(attach additional sheets if necessary).*

You are also welcome to submit a résumé.

Name: ☐ Mr. ☒ Ms. Emily Samide Address: 44 Sage Place

Phone numbers – Home: 3218069254 Work: _____ Cell: _____

Email address: esamide@shepherd.edu Employer: Shepherd University

Occupation: Pre-award Specialist Office of Sponsored Programs

Which board/commission would you like to serve on? Shepherdstown Grants Committee

Please describe your background and education.

Political Science and Sociology bachelor's degree from Florida Atlantic University;
Currently a MBA candidate with Public Management focus at Shepherd University.

5 years of business management experience, over 12 years of customer facing experience.

Currently handling the pre- award process for grant applications at Shepherd University.

Organized community events in the South Florida community including yoga classes for under-served communities and large scale mixers with vendors and live entertainment.

Please describe your experience and any special training you may have that apply to this board/commission.

Since August 2022, I have been working in the Office of Sponsored Programs at Shepherd University with specific focus on the pre-award process of grants management. Prior to this, I completed a grants writing training with the American Grant Writers Association.

My years of management experience strengthened process development and implementation abilities, prompt and succinct communication skills, as well as financial literacy in handling budget expectations and cost variables.

My current enrollment as a full time student in Shepherd University's MBA program has included classes like Project Management and Business Analytics, which have buttressed existing operational knowledge. I hold a 4.0 as I close my 2nd semester of the program.

Please describe your motivation for serving on this board/commission.

I am interested in serving my (new) community and offer the insights attained while working on Congressionally Directed Spending requests, funding requests ranging from several thousand dollars to \$500,000, and developing processes for optimal grant application.

I also see cohesion between the needs of Shepherd University and Shepherdstown and would like to further facilitate mutually beneficial projects.

Please describe what you know about this board/commission.

I was lucky enough to be included in the January 25, 2023 meeting, and appreciate that the committee is working on streamlining grants application processes while honoring the needs and creativity of the Shepherdstown community.

I understand that there is a strong foundation of passionate board members and capacity for lots of collaboration, from the vibrant downtown economy to the green energy initiatives that will benefit residents for generations.


How did you hear about this board/commission?

consultation meeting with Mary Fortuna regarding process suggestions

Please provide two personal or professional references (include name and phone number).

Madge Morningstar, Executive Director of the OSP, Shepherd University (805)
540-4088

Karen Henry, (303)906-6464

Signature: 

Date submitted: 3/8/23

Please type in your answers and submit the completed form by hand, mail, fax or email to:

*Town Clerk's Office
104 North King Street
P.O. Box 248
Shepherdstown, West Virginia 25443-0248
304-876-1473 (fax)
clerk@shepherdstown.us*

For additional information, or to request a hard copy of the application, please call 304-876-2398.

Draft Minutes: Shepherdstown Personnel Committee
Wed, March 22, 2023
5:00
Town Hall

1. Members Present: Lori Robertson, Leah Rampy, Jenny Haynes, Marty Amerikaner
2. Call to Order: 5:00pm by Lori
3. Approval of Jan 18, 2023 draft minutes: Marty moved, Leah second
4. Visitors: Steve Pearson
5. Public Comment: None
6. Unfinished Business:
 - a. Town Administrator- Update: The new Administrator position has been offered to Stephanie Grove.
In preparation for her start, the following were identified as immediate needs:
 - i. Dedicated office space: proposal is for the Meeting Room on 2nd floor of Town Hall to be reconfigured into her office.
 - ii. Computer and other necessary supplies.
 - iii. Welcome message/press release for distribution to newspapers, Town website and email list.
 - iv. Invitation/request to Stephanie to attend and participate in Personnel Committee meetings.
 - v. Ask all Committee chairs to send minutes of their meetings to Stephanie.
 - vi. Town Council ought to develop a method to be involved in the evaluation and feedback process for this position.
 - b. Employee Handbook revisions: the new Administrator should be involved in Handbook revision process going forward; specifically she might review what we've done so far and to make any additional suggestions she has to the committee.
 - c. Term length: Lori reported that she had sent a message to the Town Attorney regarding proposed 4-year term lengths and how our election process would be affected. She is awaiting a reply.
 - d. Training- Sexual Harassment Prevention Training: Leah will talk to Amy concerning scheduling and process for conducting the training, including recording the program so that it can be used for future hires. Leah will also consult with Stephanie to ask what role she may want to play in this training

process.

- e. Job Descriptions: Lori said she will obtain current job descriptions from Frank and Woody and noted that Amy has several descriptions available for Town Hall employee jobs
7. None
8. Adjournment: 5:40pm; Marty moved, Leah second

Respectfully submitted by Marty Amerikaner

**LEASE BETWEEN THE CORPORATION OF SHEPHERDSTOWN
AND THE JEFFERSON COUNTY CONVENTION & VISITORS' BUREAU**

THIS LEASE made and entered into this ____ day of _____ 2023, by and between the CORPORATION OF SHEPHERDSTOWN (hereafter "Lessor"), a West Virginia municipal corporation, party of the first part, and the JEFFERSON COUNTY CONVENTION & VISITORS BUREAU (hereafter, "Lessee"), a public entity and a non-profit corporation, party of the second part.

RECITALS

1. Lessee seeks to occupy the Old Market House building for the purpose of operating a convention, visitors, and travel bureau for the benefit of Shepherdstown and the surrounding community.
2. Both Lessor and Lessee acknowledge that the Old Market House building, a historic structure, dates from the early 19th century, and that the building does not meet current fire, electrical, Americans with Disabilities Act ("ADA"), and other standards..
3. Lessee intends to restore and renovate the existing structure and bring it up to current fire, electrical, ADA, and other standards.
4. Both the Lessor and Lessee acknowledge that the building needs to be accessible to all individuals, regardless of race, religion, color, national origin, ancestry, sex, age, blindness, or disability.
5. The parties acknowledge that this Lease is for the benefit of the community and public, and that, given the charitable nature of this agreement, an annual rent of One Dollar (\$1.00) is fair and adequate consideration.

6. Both Lessor and Lessee acknowledge that for the purposes of this Lease, the term "property" refers to the leased, let, and demised premises described in Paragraph One (1) below.
7. On the ____ day of _____, 2023, at the regular monthly meeting of the governing body of the Corporation of Shepherdstown, the Shepherdstown Town Council granted a ten (10) year lease to the Lessee of all of the Town's right, title and interest in and to the entire existing building, the terms of such lease to be set forth in a written lease agreement.

WITNESSETH

In consideration of the premises, these agreements and other good and valuable considerations, it is herewith and hereby agreed by and between the Lessor and Lessee as follows:

1. **PREMISES:** Pursuant to West Virginia Code § 8-12-18, the said Lessor does hereby demise, lease, and let to the Lessee, and the Lessee hereby hires, takes, and rents from the Lessor the following property:

That certain parcel of real estate and building and improvements situate thereon, located in the Corporation of Shepherdstown, Jefferson County, West Virginia, designated as Parcel 38, on Tax Map 3A, and more particularly known and designated as the Old Market House and Town Hall.

2. **TERM:** The Lessee will have and hold the premises, subject to the provisions hereof, for the term of ten (10) years from the 1st day of July 2023, and ending at midnight on the 30th day of June 2032, renewable automatically for successive periods of ten (10) years unless either party shall notify the other in writing not less than one (1) year before the date of the expiration of such period, of the intent of that party not to renew this Lease. The entire lease period, including all successive periods, shall not exceed fifty (50) years without the formation of a new lease agreement, unless West Virginia law at that time specifies otherwise. Further, in the event the

subject property is not used or needed by Lessee for the purposes provided in Paragraph Four (4) below, then the Lease shall be terminated by either party giving the other three (3) months' written notice, without further obligation by either party to the other. If this Lease is canceled or terminated as provided herein, possession and use of the property shall revert back to the Lessor.

3. **RENT:** The Lessee shall pay the Lessor rent of One Dollar (\$1.00) payable upon execution of this Lease and, thereafter, One Dollar (\$1.00) per year payable, without demand, on July 15th of each fiscal year during the term of this Lease. The Lessor shall acknowledge receipt of the payment of One Dollar (\$1.00) due upon execution of this Lease. Given that this Lease between the is for the benefit of the community and public, and that, given the charitable nature of this agreement, an annual rent of One Dollar (\$1.00) is fair and adequate consideration.

4. **PURPOSE:** The Lessee shall use, operate and maintain the property as a convention, visitors, and travelers' bureau or for such other related activities, for purposes of promoting tourism within the town limits of Shepherdstown. Upon the Lessee's receipt of sufficient funds and approval by the Lessor for any restoration, renovation, or upgrades necessary to comply with current fire, electrical, ADA, and other occupancy standards, and upon completion of any construction resulting therefrom, the Lessee shall keep the premises accessible to all individuals, regardless of race, religion, color, national origin, ancestry, sex, age, blindness or handicap. Any improvements to the property needed to comply with the provisions of this paragraph shall be completed pursuant to the provisions of Paragraph nine (9) herein.

5. **WARRANTY OF TITLE AND POSSESSION:** Lessor covenants that it is vested with the legal title to the property and has the right to make this Lease, and that Lessor will put Lessee in complete and exclusive possession of the property. In addition to the aforesaid covenant, Lessor

will provide to Lessee such further and additional proof of its right to lease or sell the property as Lessee reasonably demands.

6. **TAXES:** The property is currently exempt from ad valorem taxation. Lessee shall use the property for non-profit purposes. If for any reason the property is taxed and such taxation is upheld, then the Lessee shall pay all taxes assessed.

7. **UTILITIES AND ASSESSMENTS:** During the term of this Lease, Lessee shall pay for all utilities furnished to the property, including without limitation water, sewer, garbage, electricity, and telephone. Lessee shall also pay for all assessments against the property, including without limitation fire service fees and ambulance service fees.

8. **REPAIRS AND MAINTENANCE:** The Lessee shall be responsible for the general upkeep and maintenance of the demised premises, and the Lessee shall make all repairs necessary for the general upkeep and maintenance of the subject property, at its expense, during the term of this Lease. Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and heating systems, and for all structural repairs to the improvements on the demised premises, subject to the provisions of section 9 below.

9. **BUILDINGS AND IMPROVEMENTS:** All improvements to the property during the term of this Lease, whether made by the Lessor or Lessee, shall become the property of the Lessor. Lessor shall allow Lessee to make such alterations, changes, renovations, expansions, and additions, beyond normal repair and maintenance, to any part or in any part of the property Lessee occupies, as the Lessee finds necessary for its purposes, at Lessee's own expense, provided that such improvements do not injure the building, are done in a skillful and satisfactory manner, are approved by the Town Council of Shepherdstown prior to any such improvements being made,

and comply with all applicable state, county, and local rules, regulations, ordinances, and statutes. All such improvements shall become a part of the property and shall be subject to the same terms and conditions of this Lease. Lessor shall own all improvements on or to the property without compensation to the Lessee at the expiration of this Lease. Lessee shall keep all improvements in and to the property in good condition and repair.

10. **LIENS:** In the event the Lessee causes to be made or makes any additions, repairs, alterations, or improvements of the property, the Lessee shall pay for all labor performed, materials furnished in or about any construction, repairs, alterations, or improvements, and the Lessee shall keep the property at all times free and clear from all liens for labor or materials furnished in or about any construction, repairs, alterations, or improvements. Lessee shall defend at its own cost and expense each and every lien asserted or claim filed against the premises or improvements thereto, or any part thereof for labor claimed to have been so performed, or any material claimed to have been so furnished, and Lessee shall pay each and every judgment made or given against the property or improvements thereto, or against the Lessor or the Lessee on account of any such lien, and indemnify and save harmless the Lessor from all and every claim and action on account of such claim, lien, or judgment arising out of or connected with such action or omission to the Lessee, its successors or assigns, or any of Lessee's agents, employees, or contractors in or about any construction, repairs, alterations, or improvements.

11. **LESSOR HELD HARMLESS:** Lessee shall save Lessor, its successors, and assigns, harmless and free from any loss, costs, damage, or expense arising out of any accident or any other occurrence causing injury to any person or property and due to the use or occupancy of said property by Lessee. Lessee shall save Lessor, its successors, and assigns free from any loss,

damage, or expense if the Lessee fails to comply with or breaches the requirements and provisions of this Lease.

12. **INSURANCE:**

(A) Hazard Insurance: Lessor shall keep the building on said premises insured against damage by fire, lightning, and other risks from time to time included under extended coverage endorsements on the Lessor's blanket policy for the sole protection of Lessor's interests. Lessee shall be responsible for maintaining insurance for the protection of Lessee's property and interests to include loss and damage by fire, lightning and other risks. In the event Lessor does not deem it reasonably prudent to repair the said building after it is damaged or destroyed, this Lease shall be terminated, without further obligation by either party.

(B) General Liability: Lessee at all times shall maintain general liability and casualty insurance on the demised premises with minimum liability limits of one million dollars (\$1,000,000) with a responsible insurance agency licensed in West Virginia, shall timely pay all premiums for said insurance, and will provide proof of insurance to the Lessor annually upon renewal of the prescribed policy and name- the Corporation of Shepherdstown as an additional insured under the policy-

13. **NO ASSIGNMENT OR SUBLEASE:** ~~Lessee may assign or sublet this Lease, in whole or in part, for purposes consistent with Paragraph Four (4) and consistent with all other provisions specified herein, provided the Lessee first obtains the written consent of the Lessor. Lessor shall not unreasonably withhold consent to a request for assignment or subletting. Lessee may extend~~

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~~any and all licenses under this Lease to any party and for any reason without the consent of the Lessor. Lessee may not assign, transfer or sublease its rights under this lease~~

14. **TERMINATION IN CASE OF DEFAULT OR BREACH:** If the Lessee fails to pay the whole or part of any rent, taxes, charges, assessments, or any part or installment thereof in this Lease provided to be paid by Lessee when the same shall fall due under the provisions hereof, and such default shall continue for the space of thirty (30) days after such rents, taxes, charges, or assessments, or any part thereof, shall become payable under the terms of this Lease, or if the Lessee shall make default in the performance of any covenant or agreements on the part of the Lessee to be performed other than those relating to the payment of the rents, taxes, and assessments, the Lessor, in addition to all other remedies provided by this Lease, or now or hereafter provided by law, may at its option give the Lessee notice in writing that it declares this Lease, and all rights thereunder granted to the Lessee, terminated unless the Lessee shall make the payment or payments or perform the covenants or agreements in respect of which the Lessee shall then be in default within thirty (30) days. Said notice shall be written by the Lessor, or its agent, and shall specify the sum or sums of money on account of the nonpayment of which declaration or termination shall be made, or the covenant or agreement on account of the nonperformance of which such declaration or termination shall be made, and shall also specify the time after the service of such notice when such termination shall occur; and at the expiration of said time after the service of such notice this Lease and all rights of the Lessee hereunder shall be terminated and ended, and all improvements to said property shall remain attached thereto and be a part of and become the property of the Lessor, and the Lessor shall have the right of immediate re-entry upon the property and to have and enjoy the same, together with all improvements thereto as fully as if

this Lease had never been made, unless within the specified time after the service of said notice the Lessee shall (a) pay the sum or sums for the nonpayment of which such termination shall have been declared, including all interest and penalties assessed as a result of such nonpayment; (b) perform each and every covenant or agreement for the nonperformance of which such termination shall have been declared; and (c) pay the sum or sums not specified in said notice becoming due and payable by the Lessee to the Lessor under the provisions of this Lease after the service of said notice and before the expiration of the time specified in said notice.

15. CHANGES, MODIFICATIONS, OR ADDENDUMS: The Lessor and Lessee agree that none of the covenants, terms, or conditions of this Lease will in any manner be altered, waived, changed, or abandoned except by written instrument, signed, sealed, acknowledged, and delivered by the parties hereto, and not otherwise, and no act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by the Lessor as to any default in or failure of performance either in whole or in part by the Lessee as to any of the covenants, terms, or conditions of this Lease, will be deemed or construed to be a waiver by the Lessor of the right at all times in the future to insist upon the full and complete performance by the Lessee of each and all the covenants, terms, and conditions thereafter to be performed according to the provisions of this Lease in the same manner and to the same extent as the same are covenanted to be performed by the Lessee.

15.16. Entire Agreement. The Lessee and Lessor agree that this Lease replaces, terminates, and supersedes all other written or oral agreements between the parties regarding use and occupation of the Old Market House.

~~46.17.~~ **SERVICE OF NOTICE:** All notices, demands, or other writings in this Lease to be given or sent, which may be given or made or sent, by either party hereto to the other, will be deemed to have been fully given or made or sent when made in writing and hand delivered or deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor: 104 North King Street
P.O. Box 248
Shepherdstown, WV 25443-0248

To Lessee: Jefferson County CVB
c/o Annette Gavin-Bates
37 Washington Street
Harpers Ferry, WV 25425

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by either party as above provided.

~~47.18.~~ **INSPECTION:** The Lessor or its duly authorized agent may enter upon and view at any reasonable hour the said premises, and each part thereof, and examine and ascertain the condition of all buildings, structures, and improvements thereon. Lessor shall give Lessee reasonable notice at the time of or prior to an inspection.

~~48.19.~~ **RECORDING OF LEASE AGREEMENT:** This Lease agreement may be recorded among the land records in the office of the Clerk of the County Commission of Jefferson County, West Virginia.

~~49.20.~~ **SECTIONS:** The captions appearing under the paragraph number designations of this Lease are for convenience and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

WITNESS the following signatures:

LESSOR:

Corporation of Shepherdstown,
a West Virginia municipal corporation,

BY: _____
Arthur J. Auxer, III, Mayor

LESSEE:

Jefferson County Convention & Visitors
Bureau

BY: _____
Christian Asam, its President

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Arthur J. Auxer, III, Mayor of the Corporation of Shepherdstown, a West Virginia
municipal corporation, on behalf of said corporation.

My commission expires:

Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Christian Asam, President of the Jefferson County Convention & Visitors Bureau, on behalf of said Jefferson County Convention & Visitors Bureau.

My commission expires:

Notary Public

Document Prepared By:

Charles F. Printz, Jr.
Bowles Rice LLP
101 S. Queen Street
Martinsburg, WV 25401

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**LEASE BETWEEN THE CORPORATION OF SHEPHERDSTOWN
AND THE JEFFERSON COUNTY CONVENTION & VISITORS' BUREAU**

THIS LEASE made and entered into this ____ day of _____ 2023, by and between the CORPORATION OF SHEPHERDSTOWN (hereafter "Lessor"), a West Virginia municipal corporation, party of the first part, and the JEFFERSON COUNTY CONVENTION & VISITORS BUREAU (hereafter, "Lessee"), a public entity and a non-profit corporation, party of the second part.

RECITALS

1. Lessee seeks to occupy the Old Market House building for the purpose of operating a convention, visitors, and travel bureau for the benefit of Shepherdstown and the surrounding community.
2. Both Lessor and Lessee acknowledge that the Old Market House building, a historic structure, dates from the early 19th century, and that the building does not meet current fire, electrical, Americans with Disabilities Act ("ADA"), and other standards..
3. Lessee intends to restore and renovate the existing structure and bring it up to current fire, electrical, ADA, and other standards.
4. Both the Lessor and Lessee acknowledge that the building needs to be accessible to all individuals, regardless of race, religion, color, national origin, ancestry, sex, age, blindness, or disability.
5. The parties acknowledge that this Lease is for the benefit of the community and public, and that, given the charitable nature of this agreement, an annual rent of One Dollar (\$1.00) is fair and adequate consideration.

6. Both Lessor and Lessee acknowledge that for the purposes of this Lease, the term "property" refers to the leased, let, and demised premises described in Paragraph One (1) below.
7. On the ____ day of _____, 2023, at the regular monthly meeting of the governing body of the Corporation of Shepherdstown, the Shepherdstown Town Council granted a ten (10) year lease to the Lessee of all of the Town's right, title and interest in and to the entire existing building, the terms of such lease to be set forth in a written lease agreement.

WITNESSETH

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1. **PREMISES:** Pursuant to West Virginia Code § 8-12-18, the said Lessor does hereby demise, lease, and let to the Lessee, and the Lessee hereby hires, takes, and rents from the Lessor the following property:

That certain parcel of real estate and building and improvements situate thereon, located in the Corporation of Shepherdstown, Jefferson County, West Virginia, designated as Parcel 38, on Tax Map 3A, and more particularly known and designated as the Old Market House and Town Hall.

2. **TERM:** The Lessee will have and hold the premises, subject to the provisions hereof, for the term of ten (10) years from the 1st day of July 2023, and ending at midnight on the 30th day of June 2032, renewable automatically for successive periods of ten (10) years unless either party shall notify the other in writing not less than one (1) year before the date of the expiration of such period, of the intent of that party not to renew this Lease. The entire lease period, including all successive periods, shall not exceed fifty (50) years without the formation of a new lease agreement, unless West Virginia law at that time specifies otherwise. Further, in the event the

subject property is not used or needed by Lessee for the purposes provided in Paragraph Four (4) below, then the Lease shall be terminated by either party giving the other three (3) months' written notice, without further obligation by either party to the other. If this Lease is canceled or terminated as provided herein, possession and use of the property shall revert back to the Lessor.

3. **RENT:** The Lessee shall pay the Lessor rent of One Dollar (\$1.00) payable upon execution of this Lease and, thereafter, One Dollar (\$1.00) per year payable, without demand, on July 15th of each fiscal year during the term of this Lease. The Lessor shall acknowledge receipt of the payment of One Dollar (\$1.00) due upon execution of this Lease. Given that this Lease between the is for the benefit of the community and public, and that, given the charitable nature of this agreement, an annual rent of One Dollar (\$1.00) is fair and adequate consideration.

4. **PURPOSE:** The Lessee shall use, operate and maintain the property as a convention, visitors, and travelers' bureau or for such other related activities, all for the purposes of promoting tourism within the town limits of Shepherdstown. Upon the Lessee's receipt of sufficient funds and approval by the Lessor for any restoration, renovation, or upgrades necessary to comply with current fire, electrical, ADA, and other occupancy standards, and upon completion of any construction resulting therefrom, the Lessee shall keep the premises accessible to all individuals, regardless of race, religion, color, national origin, ancestry, sex, age, blindness or handicap. Any improvements to the property needed to comply with the provisions of this paragraph shall be completed pursuant to the provisions of Paragraph Nine (9) herein.

5. **WARRANTY OF TITLE AND POSSESSION:** Lessor covenants that it is vested with the legal title to the property and has the right to make this Lease, and that Lessor will put Lessee in complete and exclusive possession of the property. In addition to the aforesaid covenant, Lessor

will provide to Lessee such further and additional proof of its right to lease or sell the property as Lessee reasonably demands.

6. **TAXES:** The property is currently exempt from ad valorem taxation. Lessee shall use the property for non-profit purposes. If for any reason the property is taxed and such taxation is upheld, then the Lessee shall pay all taxes assessed.

7. **UTILITIES AND ASSESSMENTS:** During the term of this Lease, Lessee shall pay for all utilities furnished to the property, including without limitation water, sewer, garbage, electricity, and telephone. Lessee shall also pay for all assessments against the property, including without limitation fire service fees and ambulance service fees.

8. **REPAIRS AND MAINTENANCE:** The Lessee shall be responsible for the general upkeep and maintenance of the demised premises, and the Lessee shall make all repairs necessary for the general upkeep and maintenance of the subject property, at its expense, during the term of this Lease. Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and heating systems, and for all structural repairs to the improvements on the demised premises, subject to the provisions of Paragraph Nine (9) below.

9. **BUILDINGS AND IMPROVEMENTS:** All improvements to the property during the term of this Lease, whether made by the Lessor or Lessee, shall become the property of the Lessor. Lessor shall allow Lessee to make such alterations, changes, renovations, expansions, and additions, beyond normal repair and maintenance, to any part or in any part of the property Lessee occupies, as the Lessee finds necessary for its purposes, at Lessee's own expense, provided that such improvements do not injure the building, are done in a skillful and satisfactory manner, are approved by the Town Council of Shepherdstown prior to any such improvements being made,

and comply with all applicable state, county, and local rules, regulations, ordinances, and statutes. All such improvements shall become a part of the property and shall be subject to the same terms and conditions of this Lease. Lessor shall own all improvements on or to the property without compensation to the Lessee at the expiration of this Lease. Lessee shall keep all improvements in and to the property in good condition and repair.

10. **LIENS:** In the event the Lessee causes to be made or makes any additions, repairs, alterations, or improvements of the property, the Lessee shall pay for all labor performed, materials furnished in or about any construction, repairs, alterations, or improvements, and the Lessee shall keep the property at all times free and clear from all liens for labor or materials furnished in or about any construction, repairs, alterations, or improvements. Lessee shall defend at its own cost and expense each and every lien asserted or claim filed against the premises or improvements thereto, or any part thereof for labor claimed to have been so performed, or any material claimed to have been so furnished, and Lessee shall pay each and every judgment made or given against the property or improvements thereto, or against the Lessor or the Lessee on account of any such lien, and indemnify and save harmless the Lessor from all and every claim and action on account of such claim, lien, or judgment arising out of or connected with such action or omission to the Lessee, its successors or assigns, or any of Lessee's agents, employees, or contractors in or about any construction, repairs, alterations, or improvements.

11. **LESSOR HELD HARMLESS:** Lessee shall save Lessor, its successors, and assigns, harmless and free from any loss, costs, damage, or expense arising out of any accident or any other occurrence causing injury to any person or property and due to the use or occupancy of said property by Lessee. Lessee shall save Lessor, its successors, and assigns free from any loss,

damage, or expense if the Lessee fails to comply with or breaches the requirements and provisions of this Lease.

12. INSURANCE:

(A) Hazard Insurance: Lessor shall keep the building on said premises insured against damage by fire, lightning, and other risks from time to time included under extended coverage endorsements on the Lessor's blanket policy for the sole protection of Lessor's interests. Lessee shall be responsible for maintaining insurance for the protection of Lessee's property and interests to include loss and damage by fire, lightning and other risks. In the event Lessor does not deem it reasonably prudent to repair the said building after it is damaged or destroyed, this Lease shall be terminated, without further obligation by either party.

(B) General Liability: Lessee at all times shall maintain general liability and casualty insurance on the demised premises with minimum liability limits of one million dollars (\$1,000,000) with a responsible insurance agency licensed in West Virginia, shall timely pay all premiums for said insurance, and will provide proof of insurance to the Lessor annually upon renewal of the prescribed policy and name the Corporation of Shepherdstown as an additional insured under the policy

13. NO ASSIGNMENT OR SUBLEASE: Lessee may not assign, transfer or sublease its rights under this lease

14. TERMINATION IN CASE OF DEFAULT OR BREACH: If the Lessee fails to pay the whole or part of any rent, taxes, charges, assessments, or any part or installment thereof in this

Lease provided to be paid by Lessee when the same shall fall due under the provisions hereof, and such default shall continue for the space of thirty (30) days after such rents, taxes, charges, or assessments, or any part thereof, shall become payable under the terms of this Lease, or if the Lessee shall make default in the performance of any covenant or agreements on the part of the Lessee to be performed other than those relating to the payment of the rents, taxes, and assessments, the Lessor, in addition to all other remedies provided by this Lease, or now or hereafter provided by law, may at its option give the Lessee notice in writing that it declares this Lease, and all rights thereunder granted to the Lessee, terminated unless the Lessee shall make the payment or payments or perform the covenants or agreements in respect of which the Lessee shall then be in default within thirty (30) days. Said notice shall be written by the Lessor, or its agent, and shall specify the sum or sums of money on account of the nonpayment of which declaration or termination shall be made, or the covenant or agreement on account of the nonperformance of which such declaration or termination shall be made, and shall also specify the time after the service of such notice when such termination shall occur; and at the expiration of said time after the service of such notice this Lease and all rights of the Lessee hereunder shall be terminated and ended, and all improvements to said property shall remain attached thereto and be a part of and become the property of the Lessor, and the Lessor shall have the right of immediate re-entry upon the property and to have and enjoy the same, together with all improvements thereto as fully as if this Lease had never been made, unless within the specified time after the service of said notice the Lessee shall (a) pay the sum or sums for the nonpayment of which such termination shall have been declared, including all interest and penalties assessed as a result of such nonpayment; (b) perform each and every covenant or agreement for the nonperformance of which such termination

shall have been declared; and (c) pay the sum or sums not specified in said notice becoming due and payable by the Lessee to the Lessor under the provisions of this Lease after the service of said notice and before the expiration of the time specified in said notice.

15. **CHANGES, MODIFICATIONS, OR ADDENDUMS:** The Lessor and Lessee agree that none of the covenants, terms, or conditions of this Lease will in any manner be altered, waived, changed, or abandoned except by written instrument, signed, sealed, acknowledged, and delivered by the parties hereto, and not otherwise, and no act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by the Lessor as to any default in or failure of performance either in whole or in part by the Lessee as to any of the covenants, terms, or conditions of this Lease, will be deemed or construed to be a waiver by the Lessor of the right at all times in the future to insist upon the full and complete performance by the Lessee of each and all the covenants, terms, and conditions thereafter to be performed according to the provisions of this Lease in the same manner and to the same extent as the same are covenanted to be performed by the Lessee.

16. **Entire Agreement.** The Lessee and Lessor agree that this Lease replaces, terminates, and supersedes all other written or oral agreements between the parties regarding use and occupation of the Old Market House.

17. **SERVICE OF NOTICE:** All notices, demands, or other writings in this Lease to be given or sent, which may be given or made or sent, by either party hereto to the other, will be deemed to have been fully given or made or sent when made in writing and hand delivered or deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To Lessor:	104 North King Street
	P.O. Box 248

Shepherdstown, WV 25443-0248

To Lessee:

Jefferson County CVB
c/o Annette Gavin-Bates
37 Washington Street
Harpers Ferry, WV 25425

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by either party as above provided.

18. **INSPECTION:** The Lessor or its duly authorized agent may enter upon and view at any reasonable hour the said premises, and each part thereof, and examine and ascertain the condition of all buildings, structures, and improvements thereon. Lessor shall give Lessee reasonable notice at the time of or prior to an inspection.

19. **RECORDING OF LEASE AGREEMENT:** This Lease agreement may be recorded among the land records in the office of the Clerk of the County Commission of Jefferson County, West Virginia.

20. **SECTIONS:** The captions appearing under the paragraph number designations of this Lease are for convenience and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

WITNESS the following signatures:

LESSOR:

Corporation of Shepherdstown,
a West Virginia municipal corporation,

BY: _____
Arthur J. Auxer, III, Mayor

LESSEE:

Jefferson County Convention & Visitors
Bureau

BY: _____
Christian Asam, its President

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Arthur J. Auxer, III, Mayor of the Corporation of Shepherdstown, a West Virginia municipal corporation, on behalf of said corporation.

My commission expires:

Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Christian Asam, President of the Jefferson County Convention & Visitors Bureau, on behalf of said Jefferson County Convention & Visitors Bureau.

My commission expires:

Notary Public

Document Prepared By:

Charles F. Printz, Jr., Esq.
Bowles Rice LLP
101 S. Queen Street
Martinsburg, WV 25401