

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, August 8, 2023

6:30 p.m.

TOWN HALL

104 NORTH KING STREET

MASK WEARING IS OPTIONAL

1. Call to order
2. Approval of Town Council Meeting Minutes of July 11, 2023
3. **Public Comment Period**
 - a. Persons who have registered to address Town Council.
4. **Public Hearings**

NONE
5. **Visitors**
 - a. Event Request – Freedom’s Run – Mark Cuccuzzella
 - b. Event Request – Shepherd University Homecoming Parade – Racheal Meads
 - c. Event Request – Back to School Backpack Give Away – Brother’s of Harmony
Mason Lodge #42
6. **Unfinished Business**
 - a. Market House Update

- b. Website Update
- c. Wayfinding - Jefferson County - Project Update
- d. Storm Water Grant Update

7. Old Business

8. New Business

- a. Request for Town to participate in the “Go Purple” initiative in support of addiction recovery

9. Reports of Committees

A. Finance Committee

- 1. No meeting in July 2023
- 2. Recommendations: NONE
- 3. Review and approval of General Fund financials

B. Parking Committee

- 1. No meeting in July 2023
- 2. Recommendations: NONE

C. Police Committee

- 1. No meeting in July 2023
- 2. Recommendations: NONE

D. Public Works Committee

- 1. Meeting minutes of July 2023
- 2. Recommendations: NONE

E. Parks and Recreation Committee

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

F. Grants Committee

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

G. Age Friendly Committee

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

H. Personnel Committee

1. Meeting minutes of July 2023- not available
2. Recommendations: NONE

I. Recycling Committee

1. Meeting minutes of July 2023- not available
2. Recommendations: NONE
3. Glass recycling

10. Report of Commissions and Boards

A. Tree Commission

1. Meeting minutes of July 2023 -not available
2. Recommendations: NONE

B. Water and Sanitary Board

1. Meeting minutes of July 27, 2023 – not available
2. Recommendations: NONE

C. Historic Landmarks Commission

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

D. Planning Commission

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

E. Board of Appeals

11. Mayor's Report

Shepherdstown Town Council Meeting Minutes

Tuesday, July 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), Jenny Haynes, Leah Rampy, Chris Stroeck, Cheryl Roberts, and Marty Amerikaner via call on speaker phone.

Absent: None

Staff: Town Clerk Amy Boyd, Town Administrator Stephanie Grove, Director of Public Works Frank Welch, Chief Mike King, Officer Doc Moats, Officer Bryce Dickens, and Zoning Officer Andy Beall.

Visitors: Annette Gavin-Bates, Phil Baker-Shenk, Bryan Byrd, Jenniffer Kittle, Austin Simms, Hoy Shingleton, Mary Buffington, and Bob Keller.

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

Call to order by Mayor Auxer at 6:30 p.m.

Approval of the Town Council Meeting Draft Minutes of June 13, 2023.

J. Haynes - move to approve Town Council Draft Minutes of June 13, 2023. Second by L. Rampy, with C. Stroeck abstaining. Motion carried with 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 To An Ordinance Re-Enacting Section 9-902 XIV., Entitled “Project Permit Fee Schedule” To Add A Fee For The Publication Of Legal Notices.

L. Robertson - move to approve the Second Reading To An Ordinance Re-Enacting Section 9-902 XIV., Entitled “Project Permit Fee Schedule” To Add A Fee For The Publication Of Legal Notices. Second by L. Rampy. No objections noted.

b. Public Hearing for the consideration of a lease between the Corporation of Shepherdstown and The Jefferson County Convention and Visitor’s Bureau. The lease agreement pertains to the Town leasing to the Jefferson County Convention and Visitor’s Bureau the old Market House building at 100 East German Street, Shepherdstown, WV. Adoption of resolution to enter into lease for the Old Market House Building.

Mayor - there should be two motions.

L. Robertson - move to approve the lease between the Corporation of Shepherdstown and The Jefferson County Convention and Visitors Bureau for the Old Market House. Second by J. Haynes. No objections noted.

The Mayor read the Resolution for the record.

C. Roberts - move to approve the Adoption of the Resolution to enter into lease for the Old Market House. Second by C. Stroeck. No objections noted.

Agenda Item 5 - Visitors:

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

a. Officer Michael Moats - retirement announcement

Mayor Auxer recognized Officer Michael "Doc" Moats who is retiring July 13, 2023.

Chief - read his work history starting in 1982 culminating with his retirement from Shepherdstown. He has been with the Shepherdstown Police Department since July 2015.

Officer Moats - he has thoroughly enjoyed working in Shepherdstown that allowed him to continue his love for community policing.

b. Officer Austin Simms - new officer

Mayor - welcomed officer Simms to the Department and to Shepherdstown. He started his career in 2022 with the WV State Police. He will be helping us with the night shift position.

c. Event Request - Boo Fest - Mary Buffington

Is requesting that German Street be closed for halloween from 5-8:30pm for the safety of the kids. Also, other activities on 10/15 & 10/29 require street closures on King Street from 8am-5pm. There will be kid friendly movies at the Opera House to be announced. Volunteers are needed so please reach out.

L. Robertson - move to approve Boo Fest and street closures for the dates and times above. Second by J. Haynes. No objections noted.

d. Shentel Franchise Agreement = Bryan Byrd -

B. Byrd - Shentel is a telecommunications provider that has done a lot of expansion over the years encompassing many eastern states. The proposal is a standard agreement to expand 100% fiber optic broad band. It will provide faster and higher speed for residential and business customers. Two benefits are competition and the ability to impose a 5% revenue fee. (The corporation does that already with the current provider)

C. Stroeck - will you be using existing cables, new cables, or go underground? Right now we have an overabundance of wires that are stressing the utility poles, a safety issue, and wants any agreement to reflect keeping the cables tidy and safe. We have had poor response from the current provider. Going underground will be tough in Shepherdstown.

B. Byrd - would use new cables or go underground. There is a high level design now for the city.

L. Robertson - who is responsible for changing out the poles if necessary?

B. Byrd - the pole owners and there could be a shared responsibility.

Mayor - what happens to the old wires?

B. Byrd - they stay there as some are still being utilized.

M. Amerikaner - would this agreement be to replace or compete?

B. Byrd - would add as a competitor to Comcast.

C. Stroeck - move to explore the concept and to put the idea out to the public to see how they feel about it. Second by J. Haynes. No objections noted.

******Mayor - we will publicize 30-days prior to the September Town Council meeting******

e. Hoy Shingleton - Agreement between the Department of Army and the Corporation of Shepherdstown - See under 10.B “Water and Sanitary Board”

F. Welch - this is to update the water lines - more for Mecklenburg Heights for fire hydrants, and for Mill St. as well. We applied for and have received a grant - we will go through the Corp of Engineers and should get started this year.

Hoy - this is a \$2.3 million dollar project with \$785K coming from the Corporation. This agreement should be approved by the Council. The Army grant is limited to this amount. Any overruns the Corporation is responsible for. He recommends the execution of this agreement. It still has to go through the Public Service Commission - the public has to be notified and if no objections, it can be granted. Any objection/s then we must have a hearing.

L. Robertson - move to ratify the Agreement between the Department of Army and the Corporation of Shepherdstown. Second by C. Roberts. No objections noted.

Agenda Item 6 – Unfinished Business:

a. Market House Update – S. Grove - there will be remediation for the asbestos on the floor and possibly some other areas for mold. We are moving forward on upgrading the heating and cooling system. The ADA bathroom is looking like it will be able to happen, as well as

the lift for then stairs. Grant money is also being looked at for this. The Hotel/Motel tax received for one month from the Bavarian Inn was \$17,000 and will be used for these improvements.

b. Comprehensive Plan Update –

Mayor - Andy Beall- Phil Baker-Shenk is the Chair. The presentation was made to the Jefferson County Planning Commission and he went over some bullet points including how we've grown over the last 10-years, how we want to grow in a way that's appropriate for Shepherdstown, and we want the MOU (Memorandum of Understanding). Shepherdstown was denied with no written decision from the county.

S. Grove - it was deemed that we were being given an unfair advantage with the MOU regarding the Urban Growth Boundary.

Phil - the committee has made significant progress within the core work-groups. Should have the 1st draft finished by September - then will follow up with a written introduction and recommendations by early 2024. The draft will be presented to Council. There are a lot of potential recommendations focusing on the Urban Growth Boundary issues, and to measure progress on a more frequent basis other than every 10-years.

L. Rampy - there is a survey being circulated by the county. Marty should put the link on the email list before it closes.

c. Website Update -

A. Boyd - the website is moving along. We are still shy of the drone footage. There should be a sample to everyone a week from this Thursday.

d. Shepherdstown Grant Guidelines -

C. Stroeck - addressed the previous questions and concerns.

L. Rampy - question regarding page 6, line #14 where it states where it say “voluntary”, should it say “volunteer” instead to reflect in kind?

C. Stroeck - he understands the question and will remove that sentence.

L. Rampy - move to approve the Grant Guidelines with updates and removal of the 2nd line of page 6 of #14.

M. Amerikaner - what if there is something on the guidelines that isn't applicable?

C. Stroeck - the applicant can simply state that it's not applicable. He will add the language at the top of the form “If Applicable”.

Agenda Item 7 – Old Business:

_____ a. None

Agenda Item 8 – New Business:

_____ a. None

Agenda Item 9 – Reports of Committees:

A. Finance Committee:

1. No Meeting June 2023

2. Recommendations:

a. Review and approval of General Fund Financials

S. Grove - We are in a good position with \$1/2 Million surplus. The net operation income is \$450,000. The next month will include a

lot more tax revenues. Video Lottery has picked up. Some expenses are due to her position.

C. Stroeck - will there be a budget revision for the new hire?

A. Boyd - we didn't do it this time but will in the future.

L. Rampy - loves the format and all of the details.

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

B. Parking Committee:

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

C. Police Committee:

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

D. Parks and Recreation Committee:

1. Meeting minutes of June 2003
2. Recommendations: None

C. Roberts gave an update on Bookmark The Park - The next event is at Bane Harris Park July 22. Also, we are looking into the maintenance agreement with Flexipave as there are some places on the path that will require some attention. Pickleball is now the rage and a court has been added to the Bane Harris basketball court delineating it with yellow tape. There is a plan to place one at the basketball court at Viola Devonshire as well. The nets have been ordered and they will be stored in a metal box located to the side of the courts. We are still working out the process of how to access the nets. The basketball courts will still be able to used -it will be a shared court. July 22nd will be the roll out at Bane Harris.

E. Public Works Committee:

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

F. Path Advisory Committee

1. No meeting June 2023
2. Recommendations: None

G. Grants Committee

1. No meeting in June 2023
2. Recommendations:
 - a. Review and approval of the Grant GuidelinesSee Unfinished Business

H. Age Friendly Committee

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

I. Personnel Committee

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

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

A. Historic Landmarks Commission:

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

B. Planning Commission:

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

C. Tree Commission

1. Meeting minutes of June 2023
2. Recommendations: None
3. Ratification of the First Energy Tree Proposal

L. Robertson - representatives from First Energy have been very proactive in working with the Tree Commission regarding the trees under their power lines. They do not want to continue to trim the trees in a manner which the trees look bad. The way to prevent that is to remove the problem trees and replant, when possible, appropriate trees that do not require pruning them in a V-shape. They have identified seven trees throughout town that are outlined on the map in the packet. They will remove the trees at their expense and provide us vouchers up to \$2200 for replacement trees. There are two trees on German St that are on the map. The Bradford Pear in front of Lost Dog and the tree on the corner of S. Princess and German St. in front of Green Pineapple. We will be able to replant in front of Green Pineapple as the bed is large. The bed in front of Lost Dog is very small. In the future we may grind the stump to replant. The Tree Commission is working closely with First Energy to fulfill the parameters of the proposal by the end of this year.

**C. Stroeck - move to Ratify the First Energy Tree Proposal.
Second by L. Rampy No objections noted.**

L. Rampy asked about placing the Flexipave around other trees on German St. as the outcome was so good in front of The Devonshire.

L. Robertson - yes, we've talked about doing that around the tree beds that aren't planted with groundcover.. Also, gave a shout out to Eddie with the bike shop for working with the us so quickly to plant another tree in the bed in front of his shop.

D. Water and Sanitary Board:

1. Meeting minutes of June 2023

2. Recommendations: None

3. Ratification of Agreement between the Department of Army and the Corporation of Shepherdstown Water Works Distribution System Improvements.

E. Board of Appeals

1. None scheduled.

Agenda Item 11 - Mayor's Report:

* Encouraged the council and public to visit the Shepherdstown Museum and to become a docent. They need the help and can stay open longer if they have more docents.

* Don't forget that CATF is in town for most of the month of July.

* Recently, the train was stuck on the tracks for an hour with an engine issue. He called the lobbyist in Charleston to try to help us. The number is 1-800-453-2530. Lori will text the number to Marty for the email blast. L. Rampy would like to know which roads are closed at least. Chief King - the officers always check the roads

coming into Shepherdstown to see what is closed and what is open. They then let the EMS personnel know.

* Please visit the Visitor's Center.

* C. Stroeck - would like the Recycling Committee to please be put back on the agenda. They are starting to meet again. Looking at glass recycling in its entirety and there is interest county wide based on the Mayor's call with his weekly Mayor's Meeting. A glass crusher located at the Jefferson County Solid Waste Authority is a possibility. The crushed glass turns into sand that can be utilized county wide in various projects.

L. Robertson – move to adjourn at 8:09 p.m. Second by C. Roberts. No objections noted.

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

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:	FREEDOMS RUN
Contact Name:	MARK CUZZELLA
Mailing Address:	138 N. TAMARAC DR
City, State, Zip:	Shepherdstown WV 25443
E-mail Address:	afrundoc@gmail.com
Daytime Phone:	304 268 8813
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>	FREEDOMS RUN			
	RUNNING EVENT			
2.) Has this event been held in Shepherdstown in the past?	<input checked="" 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: 10/7/23	From: 6 am/pm		To: 1 am/pm	
4a.) Set Up Time				
4b.) Tear Down Time				
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 type="checkbox"/> Yes <input checked="" 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 checked="" type="checkbox"/> Yes		<input 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>	Shepherd Univ lots			
9.) Will entertainment be involved? <input checked="" type="checkbox"/> Yes <input 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
	TENTS ON MIDWAY FIELD. PA SYSTEM			
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 AS ABOVE			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
13.) Will event participants be charged a fee? <i>If yes, what is the cost?</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 25-30 EVENT DEPENDENT			
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: MARK CULSHAW		Phone: 304 268 8203	
	Name: CORRIE BARROW		Phone: 440 552 7259	
17.) Check any Town assistance needed:	<input type="checkbox"/> Electric	<input checked="" 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 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?	TOURISM, FITNESS			

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: 9/1/23

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: _____	_____

Freedom's Run 5k Course

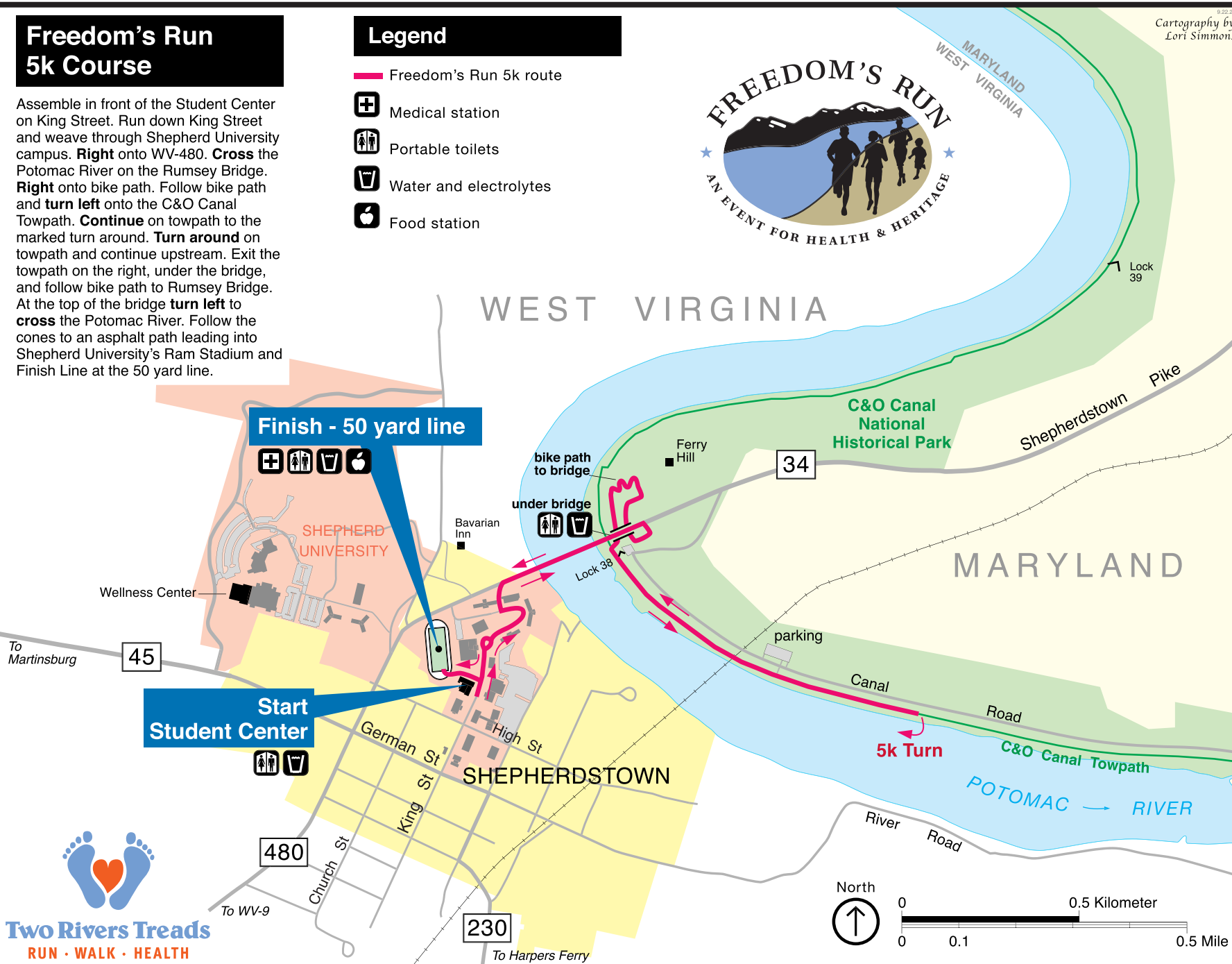
Assemble in front of the Student Center on King Street. Run down King Street and weave through Shepherd University campus. **Right** onto WV-480. **Cross** the Potomac River on the Rumsey Bridge. **Right** onto bike path. Follow bike path and **turn left** onto the C&O Canal Towpath. **Continue** on towpath to the marked turn around. **Turn around** on towpath and continue upstream. Exit the towpath on the right, under the bridge, and follow bike path to Rumsey Bridge. At the top of the bridge **turn left** to **cross** the Potomac River. Follow the cones to an asphalt path leading into Shepherd University's Ram Stadium and Finish Line at the 50 yard line.

Legend

-  Freedom's Run 5k route
-  Medical station
-  Portable toilets
-  Water and electrolytes
-  Food station



Cartography by
Lori Simmons







Two Rivers Treads
RUN · WALK · HEALTH

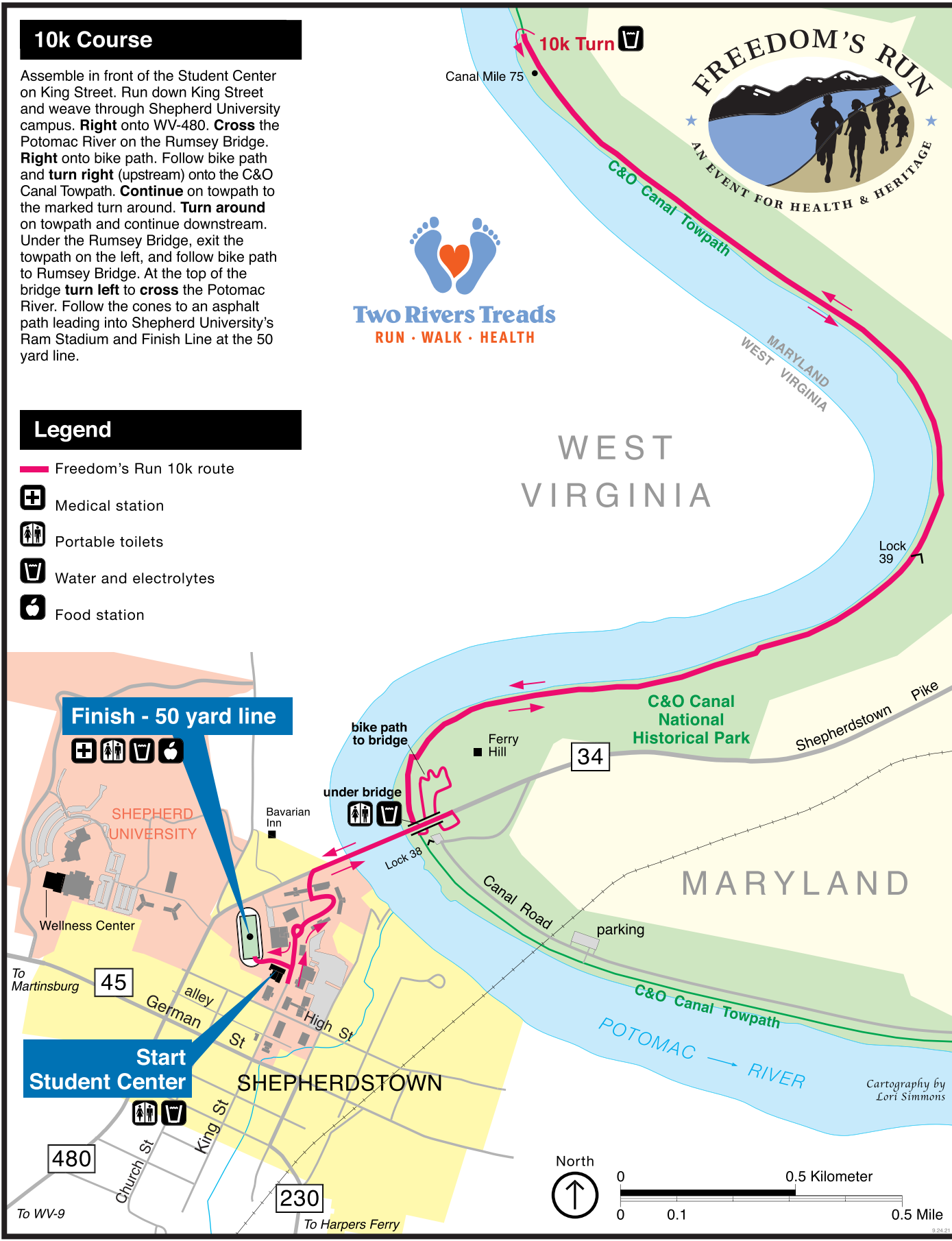
10k Course

Assemble in front of the Student Center on King Street. Run down King Street and weave through Shepherd University campus. **Right** onto WV-480. **Cross** the Potomac River on the Rumsey Bridge. **Right** onto bike path. Follow bike path and **turn right** (upstream) onto the C&O Canal Towpath. **Continue** on towpath to the marked turn around. **Turn around** on towpath and continue downstream. Under the Rumsey Bridge, exit the towpath on the left, and follow bike path to Rumsey Bridge. At the top of the bridge **turn left** to **cross** the Potomac River. Follow the cones to an asphalt path leading into Shepherd University's Ram Stadium and Finish Line at the 50 yard line.

Legend

Freedom's Run 10k route






-  Medical station
-  Portable toilets
-  Water and electrolytes
-  Food station



Half Marathon Course

Assemble in front of the Student Center on King Street. Run down King Street and weave through Shepherd University campus. **Right** onto WV-480. **Cross** the Potomac River on the Rumsey Bridge. **Right** onto bike path. Follow bike path and **turn left** onto the C&O Canal Towpath. **Left** on Millers Sawmill Road. **Left** on Harpers Ferry Road. **Right** on Branch Avenue. **Right** on trail then follow directions on trail. Enter road near Burnside Bridge. Continue and turn **left** on Branch Avenue. **Left** on Harpers Ferry Road. **Right** on Millers Sawmill Road. **Right** (upstream) on the C&O Canal Towpath. Exit the towpath on the right, under the bridge, and follow bike path to Rumsey Bridge. At the top of the bridge **turn left** to **cross** the Potomac River. Follow the cones to an asphalt path leading into Shepherd University's Ram Stadium and Finish Line at the 50 yard line.

Legend

- Half marathon route
-  Medical station
-  Portable toilets
-  **Station Name in red**
Water and electrolytes
-  Food station
-  Half marathon mile marker

0 0.5 1 Kilometer
0 0.5 1 Mile



NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed. The application will be tabled if the applicant is not present. No exceptions.

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:	Shepherd University
Contact Name:	Rachael Meads, Director of Student Activities
Mailing Address:	PO Box 5000 - Student Affairs
City, State, Zip:	Shepherdstown, WV 25443
E-mail Address:	rmeads@shepherd.edu
Daytime Phone:	304-620-4520
Evening Phone:	
Cell Phone:	same

1.) Name and Complete Description of Event including location if other than one of our Parks: <i>attach on separate sheet if necessary</i> 2.) Has this event been held in Shepherdstown in the past?	See attached - Homecoming Parade			
	<input type="checkbox"/> Yes <input type="checkbox"/> No <small>YES</small>			
	<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 <small>X</small>			
4.) Date and Time of Event: 10/ 21 / 2023 4a.) Set Up Time 7 am 4b.) Tear Down Time 11:15 am	From: 8 AM am/pm To: 11:00 AM 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>			

NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed. The application will be tabled if the applicant is not present. No exceptions.

7.) Is event open to the public?	<input type="checkbox"/> Yes xx	<input type="checkbox"/> No
8.) What are the parking arrangements?	Parking available in all University lots	
<i>Please explain.</i>		
9.) Will entertainment be involved?	<i>Any entertainment must be approved by the Town Council.</i>	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance</i>	<input type="checkbox"/> Live Band	<input type="checkbox"/> DJ <input type="checkbox"/> Radio/CD Player <input type="checkbox"/> Other: Explain
	See attached letter- marching bands, small PA	
10.) Will other equipment be used? (i.e. generator, tents, inflatables, etc.) If yes, give details.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11.) Are you a non-profit organization? <i>If yes, provide certification of non-profit status.</i>	<input type="checkbox"/> Yes XX	<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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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 Cost	<input checked="" type="checkbox"/> No
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: Holly Frye	Phone: 304-671-4080
	Name: Rachael Meads	Phone: 304-620-4520
17.) Check any Town assistance needed:	<input type="checkbox"/> Electric <input checked="" 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?	See attached letter -- brings thousands to town	

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

NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed. The application will be tabled if the applicant is not present. No exceptions.

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 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: _____

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	<input type="checkbox"/> Denied
Date Paid: _____ <input type="checkbox"/> Check	Comments: _____ _____ _____
<input type="checkbox"/> Approved	
Approved by: _____	
Title: _____ Date: _____	

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Checklist

(To be completed by the Corporation of Shepherdstown)

- ☐ Complies with 90 day notice
- ☐ Insurance certificate provided
- ☐ Police or Public Works Department fees paid (if applicable)
- ☐ Park fee paid (if applicable)
- ☐ Open Container Ordinance Suspended (if applicable)
- ☐ Amplified Sound Use (if applicable)
- ☐ Vendor's list (if applicable)
- ☐ Date approved by Town Council _____

NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed.

**AN ORDINANCE ENACTING
SECTION 7A-109 OF CHAPTER 1 OF TITLE 7A OF THE
CODE OF SHEPHERDSTOWN, WEST VIRGINIA,
RELATING TO NOISE ABATEMENT AND PUBLIC NUISANCE**

WHEREAS, excessive noise may constitute a hazard to the public health, welfare, safety and quality of life of the inhabitants of, workers in, and visitors to the Town of Shepherdstown; and

WHEREAS, in some circumstances such excessive noise may also constitute a public nuisance; and

WHEREAS, there exist objective mechanisms and procedures to monitor and identify excessive noise; and

WHEREAS, § 8-12-5(23) of the West Virginia Code provides municipalities with the authority to eliminate hazards to public health and safety and to abate or cause to be abated anything which in the opinion of a majority of the governing body is a public nuisance.

NOW, WHEREFORE, THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 1 of Title 7A of the Town Code is hereby amended by adding Section 7A-109, entitled "Noise Abatement" to enact penalties and abatement procedures for excessive noise; accordingly, there is enacted Section 7A-109 of Chapter 1 of Title 7A to read as follows:

Section 7-109: Noise Abatement

A. The Corporation of Shepherdstown does hereby declare noise levels in excess of 65 decibels (dbA), which levels are either intermittent or continuous for a

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duration of at least thirty minutes, to be a hazard to the public health and safety within the limits of the Town of Shepherdstown and the same are subject to abatement by the procedures set forth herein. Noise levels in excess of 65 dbA, which levels are either intermittent or continuous for a duration of a least thirty minutes, between the hours of 11 pm and 7 am are deemed to prevent the quiet use and enjoyment of adjacent property by its owners or occupants, and are also subject to abatement as set forth herein. Noise levels in excess of 65 dbA emanating from sound amplifiers mounted in motor vehicles are deemed to be a hazard to the public health, safety and quality of life to the inhabitants of, workers in, and visitors to the Town of Shepherdstown and the same are subject to abatement as set forth herein.

B. For purposes of this ordinance only the following terms are defined:

1. "Complaint" shall mean a written statement of the essential facts constituting the offense charged. It shall be made upon the oath of a law enforcement officer. The complaint shall set forth the facts of the allegation of excessive noise; name the complainant or complainants with complete address and telephone number; name the alleged perpetrator or perpetrators of the excessive noise and his/her complete address and telephone number; set forth the names, addresses, and telephone numbers of all persons who are impacted by the alleged excessive noise and the approximate area of impact of excessive noise.

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2. "Excessive Noise" shall mean:

- i. Radios, television sets, musical instruments and amplifiers, phonographs, compact disc players, and similar devices. It shall be unlawful to operate or permit the use of any radios, television sets, musical instruments and amplifiers, phonographs, compact disc players and similar devices as to be audible at or above the level of 65 dbA through the walls of apartment units within the range of the same building, from the property line of the property where the noise originates, or from any street between the hours of 11:00 p.m. to 7:00 a.m.
- ii. Parties and other social events. It shall be unlawful for any person in charge of a party or other social event to allow that party or event to produce noise in a manner such that the noise is audible at or above the level of 65 dbA through the walls of apartment units within the range of the same building, from the property line of the property where the noise originates, or from any street between the hours of 11:00 p.m. to 7:00 a.m. A person shall be deemed to be in charge of a party or social event when that event occurs on private property and the person is present at that event and resides on the premises involved or is a person who owns.

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leases, or otherwise controls the use of the premises involved and has authorized the use of the premises for such event. For parties or social events on public property with no permit and no clearly identified person in charge, all attendees shall be issued a violation.

- iii. Domestic use of power tools and equipment. It shall be unlawful to operate or permit use of non-commercial or non-industrial power tools and landscaping and yard maintenance equipment that produces an audible sound at or above the level of 65 dbA through the walls of apartment units within the range of the same building, from the property line of the property from which the noise originates, or from any street, between the hours of 11:00 p.m. to 7:00 a.m. Further, it shall be unlawful to operate or permit use of non-commercial or non-industrial power tools and landscaping and yard maintenance equipment that produces an audible sound at or above 65 dbA through the walls of apartment units within the range of the same building, from the property line of the property from which the noise originates, or from any street, between the hours of 7:00 p.m. to 11:00 p.m. Any mechanical noise which registers 65 dbA at the nearest

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complainant's property line will be probable cause for a violation.

- iv. Stationary sound sources. It shall be unlawful to operate stationary sources of sound, including but not limited to, air conditioners, heat pumps, or exhaust fans that produce an audible sound at or above the level of 65 dbA at a neighboring property line.
 - v. Sound amplifiers mounted in motor vehicles. It shall be unlawful to operate radios, musical amplifiers, cassette players, compact disc players and similar devices as to be audible outside the motor vehicle at or above the level of 65 dbA.
 - vi. For the purpose of determining dbA's, the noise shall be measured on the A-weighting scale on a sound level meter, properly calibrated, of standard design and quality having characteristics established by the American National Standards Institute.
3. "Household" shall mean any apartment, town house, unit, or freestanding home which serves as a residence of persons who live in that same dwelling, sharing is furnishings, facilities, accommodations and expenses. A building with multiple apartments, townhouses, or units may, accordingly, contain multiple households.

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C. Procedures.

1. Any person complaining of excessive noise, as defined herein, may contact local law enforcement officers who may then investigate the complainant's report and, if appropriate, such officers may obtain a summons for the alleged perpetrator or perpetrators to appear before the municipal court at a stated time and place.
2. A hearing shall be conducted in accordance with the West Virginia Rules of Criminal Procedures for Magistrate Courts.

D. Noise Abatement and Penalties

1. The municipal court, having found that a perpetrator or perpetrators during any twelve month period has caused or allowed the production of excessive noise, may order the perpetrator or perpetrators to abate the excessive noise and order the perpetrator or perpetrators to pay the Corporation of Shepherdstown a civil penalty of not less than \$100 nor more than \$500.
2. The municipal court, having found that a perpetrator has committed a second or subsequent knowing and willful violation of this ordinance during a twelve month period, may order the perpetrator to pay to the Corporation of Shepherdstown a civil penalty of not less than \$300 nor more than \$1,000.
3. Repeated similar violations of this ordinance which occur on separate subsequent days shall be separate offenses under this ordinance.

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E. Exempted Activities.

1. Emergency or public safety vehicles;
2. Emergency repair activities directed at vital services;
3. Any public or private emergency or alarm device.
4. Sounds emanating from any place of worship.
5. Construction tools or equipment operated between the hours of 7:00a.m. and 6:00p.m., operated by the employees of the Corporation of Shepherdstown in the performance of their duties, or pursuant to a Building Permit issued by the Corporation of Shepherdstown.
6. Noise incident to the operation of properly equipped motor vehicles on public streets, alleys, or private roadways, except as provided in subsection B.2.iv., above.
7. Sounds caused by organized athletic or other group activities, when those activities are conducted on property generally used for those purposes, including stadiums, parks, schools, churches and athletic fields. These exceptions do not prohibit the Town Council from declaring a specific event or activity in violation of this ordinance, or other laws, rules and regulations.

F. Severability. The several sections and subsections of this ordinance are severable, and if any section or subsection hereof is held unconstitutional, all remaining section or subsections shall remain valid.

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G. Purpose. It is the purpose of this ordinance to promote the public health and safety of the community and, as such, should be liberally construed to give effect to the purposes hereof.

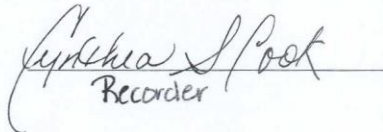
H. Appeals. Appeals to the Jefferson County Circuit Court shall be made pursuant to the West Virginia Rule of Criminal Procedure for Magistrate Courts.

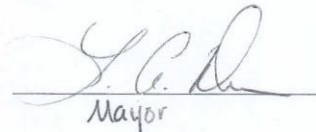
I. Civil Cause of Action not Precluded. Nothing contained in this ordinance shall be construed to limit or preclude the right of any individual or entity from pursuing any civil cause of action otherwise authorized by law for either injury or damage arising from any excessive noise under law.

First Reading: June 13, 2006

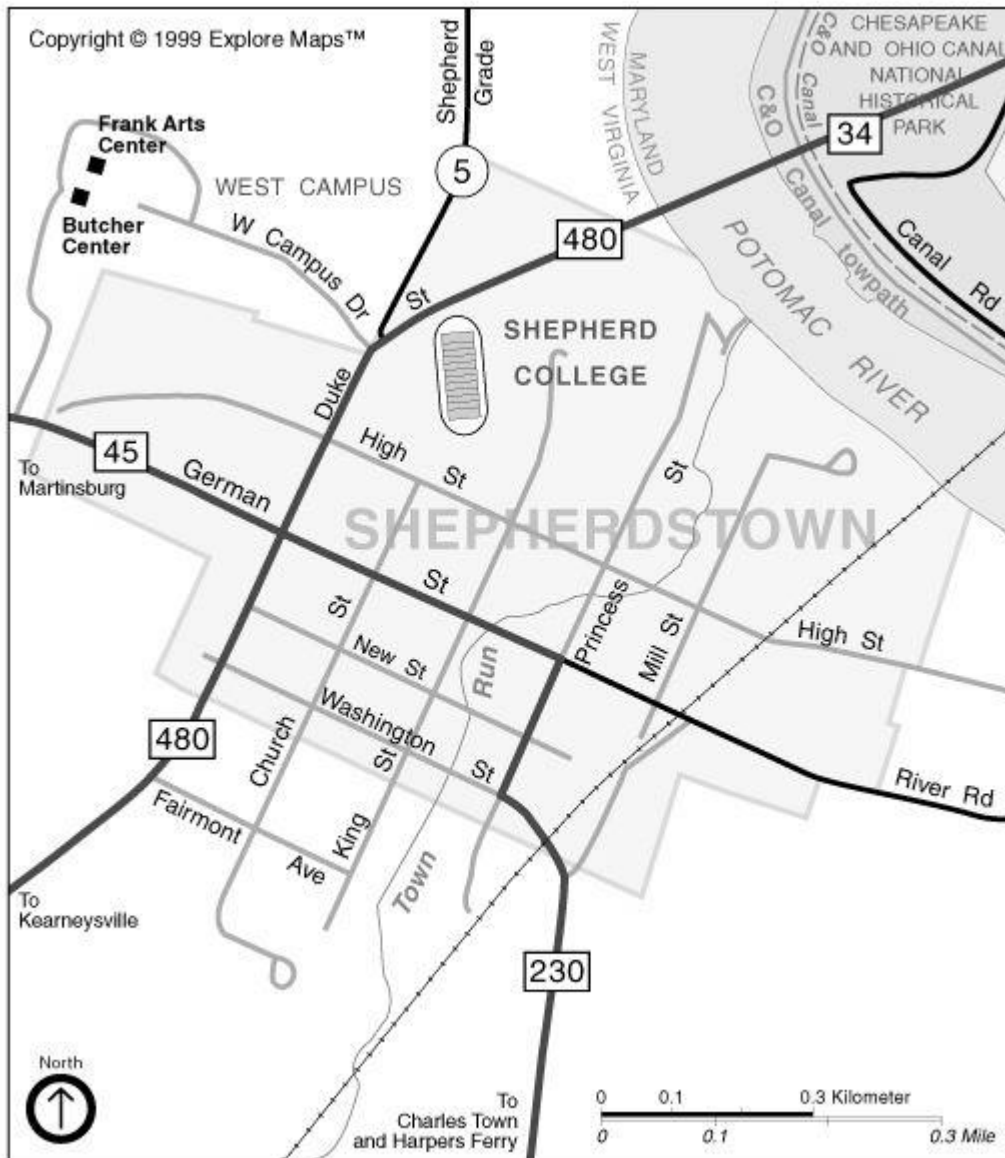
Second Reading: July 11, 2006

Adopted: July 11, 2006


Recorder


Mayor

NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed. The application will be tabled if the applicant is not present. No exceptions.



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:	BROTHERS OF HARMONY - MASON LODGE #42
Contact Name:	JOE COOPER
Mailing Address:	101 N. MAINEN LANE
City, State, Zip:	SHEPHERDSTOWN, WV 25443
E-mail Address:	jcooper0307@gmail.com
Daytime Phone:	304-726-6360
Evening Phone:	304-726-6360
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>	"BACK TO School Bookbag Give-Away AND Refreshments"
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 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: 8/19/2023	From: 12:00 am/pm To: 3:00 am/pm
4a.) Set Up Time 11:00 am	
4b.) Tear Down Time 4:00 pm	

5.) Park Requested, if applicable:	<input checked="" type="checkbox"/> Bane-Harris \$100 <i>WAIVED FEE</i>	<input type="checkbox"/> Cullison \$100	<input type="checkbox"/> Rumsey \$500	<input type="checkbox"/> Viola-Devonshire \$100
6.) Are street closures requested?	<input type="checkbox"/> Yes <input checked="" 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 checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
8.) What are the parking arrangements?	<i>SATURDAY - High Street</i>			
<i>Please explain.</i>				
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>	<i>Any entertainment must be approved by the Town Council.</i> <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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Gull for kids</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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 Cost _____			
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>Joe Cooper</i> Name: <i>Paul Rosario</i>		Phone: <i>304 726-6360</i> Phone: <i>304 261-0282</i>	
17.) Check any Town assistance needed:	<input 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<i>If yes, the Shepherdstown Open Container Ordinance must be suspended by action of the Town Council for this day's event.</i>	<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?	Free Backpacks for children
---	-----------------------------

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 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: 7/10/2023

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	<input type="checkbox"/> Denied
Date Paid: _____	<input type="checkbox"/> Check	
<input type="checkbox"/> Approved		
Approved by: _____		
Title: _____	Date: _____	Comments:

Checklist

(To be completed by the Corporation of Shepherdstown)

- ☐ Complies with 90 day notice
- ☐ Insurance certificate provided
- ☐ Police or Public Works Department fees paid (if applicable)
- ☐ Park fee paid (if applicable)
- ☐ Open Container Ordinance Suspended (if applicable)
- ☐ Amplified Sound Use (if applicable)
- ☐ Vendor's list (if applicable)
- ☐ Date approved by Town Council _____

Wayfinding

JEFFERSON
COUNTY

LOGO AND FONT

GROUP ICONS

METAPHORIC

UNIFIED (EACH TOWN USES IT)

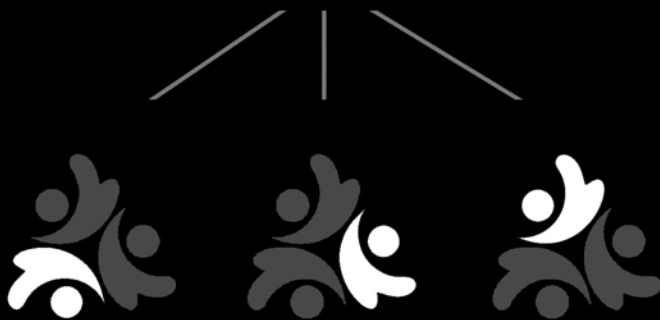
BUILT OF "PIECES" / SEPERATABLE



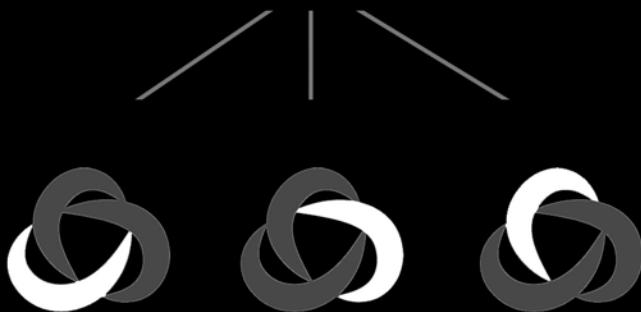
UNITY/
CONVERGENCE



GROUP
HARMONY



FOREVER/
ENTWINED



- + VERY VERSATILE WITH EXTENDED USAGE OPTIONS
- AFFECTED BY CHANGE MADE TO THE GROUP'S MAKEUP









HAND WRITTEN	SLIGHT FLOURISH	SOFT SERIF	BOLD STYLE
<div>Bolivar</div> <div>Shepherdstown</div> <div>Harpers Ferry</div> <div>PERSONAL / FRIENDLY STYLISH</div>	<div>Bolivar</div> <div>Shepherdstown</div> <div>Harpers Ferry</div> <div>STRONG FAMILIAR, YET UNIQUE</div>	<div>Bolivar</div> <div>Shepherdstown</div> <div>Harpers Ferry</div> <div>HIGHLY LEGIBLE COMFORTABLE</div>	<div>Bolivar</div> <div>Shepherdstown</div> <div>Harpers Ferry</div> <div>VERY UNIQUE IMPACTFUL</div>



WELCOME TO

Shepherdstown



WELCOME TO

Shepherdstown



WELCOME TO

shepherdstown



WELCOME TO

Shepherdstown

SIGNAGE DESIGN CONCEPTS

SIGNAGE BRAND OVERVIEW - LOGO & FONT COMPARISON

THEME AND MATERIALS

WELCOME TO
Shepherdstown
FOREVER
CONTEMPORARY



WELCOME TO
Harpers Ferry
FOREVER
CAPTIVATING



WELCOME TO
Bolivar
FOREVER
WELCOMING



SIGNAGE

SIGNAGE NOTES

- 1 DOUBLE-SIDED PILLAR W/TEXTURIZED FACADE
- 2 TOWN EMBLEM (NAME, LOGO, TAGLINE)
- 3 FOOTER/FOUNDATION
- 4 SIGNAGE ALLOWS FOR DIFFERENT TREATMENTS ON EACH SIDE - VERTICAL REVEAL CAVITY FOR VISUAL INTEREST AND HIDDEN LINE LIGHTING

FRONT/BACK

FRONT/BACK

FRONT/BACK

SIDE

5'-0"

2'-0"

9'-0"

3'-0"

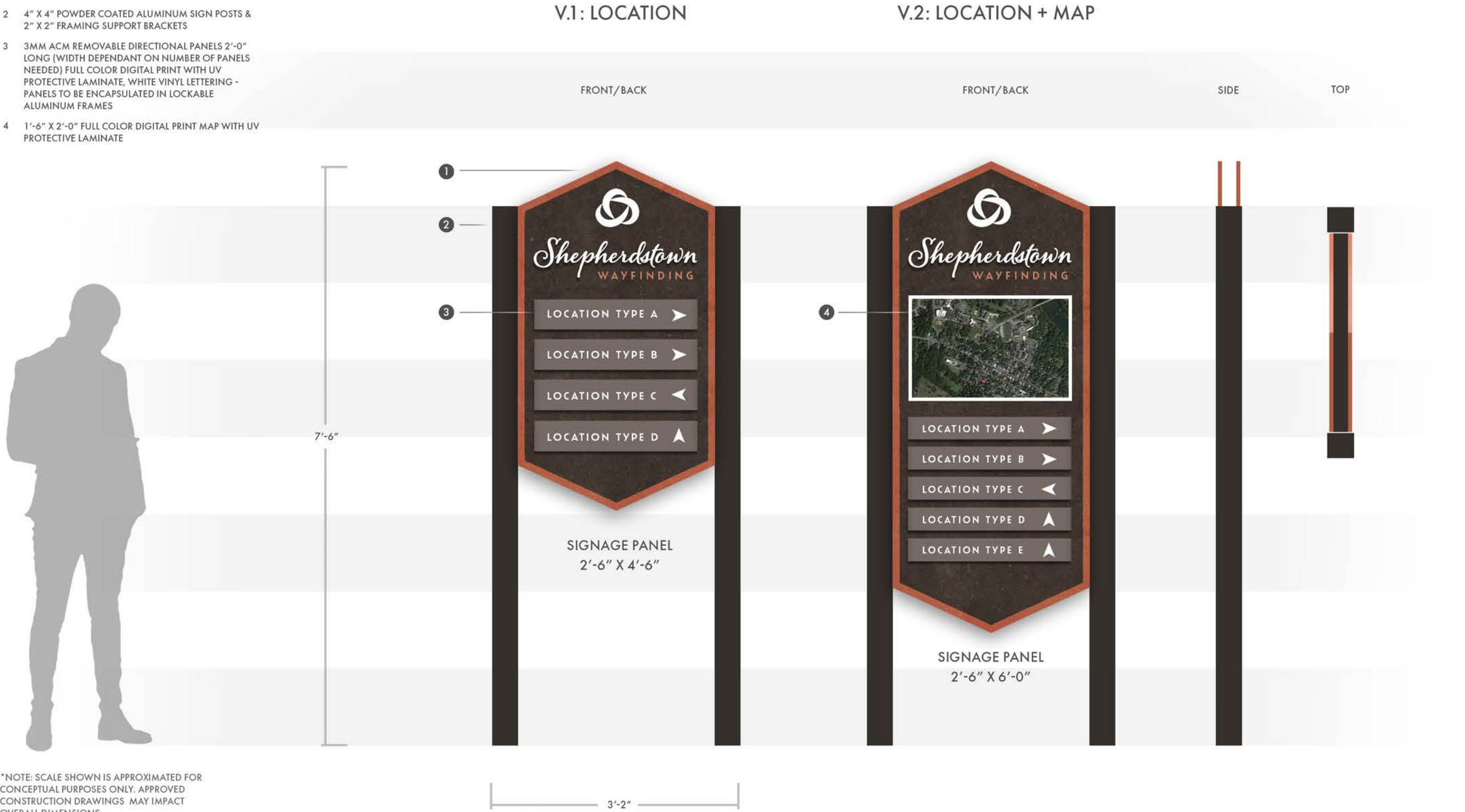


*NOTE: SCALE SHOWN IS APPROXIMATED FOR CONCEPTUAL PURPOSES ONLY. APPROVED CONSTRUCTION DRAWINGS MAY IMPACT OVERALL DIMENSIONS.

2'-6"

SIGNAGE NOTES

- 1 6MM ACM HEXAGONAL SIGNAGE PANEL (SIZE VARIES PER VERSION) FULL COLOR DIGITAL PRINT GRAPHICS WITH UV PROTECTIVE LAMINATE
- 2 4" X 4" POWDER COATED ALUMINUM SIGN POSTS & 2" X 2" FRAMING SUPPORT BRACKETS
- 3 3MM ACM REMOVABLE DIRECTIONAL PANELS 2'-0" LONG (WIDTH DEPENDANT ON NUMBER OF PANELS NEEDED) FULL COLOR DIGITAL PRINT WITH UV PROTECTIVE LAMINATE, WHITE VINYL LETTERING - PANELS TO BE ENCAPSULATED IN LOCKABLE ALUMINUM FRAMES
- 4 1'-6" X 2'-0" FULL COLOR DIGITAL PRINT MAP WITH UV PROTECTIVE LAMINATE



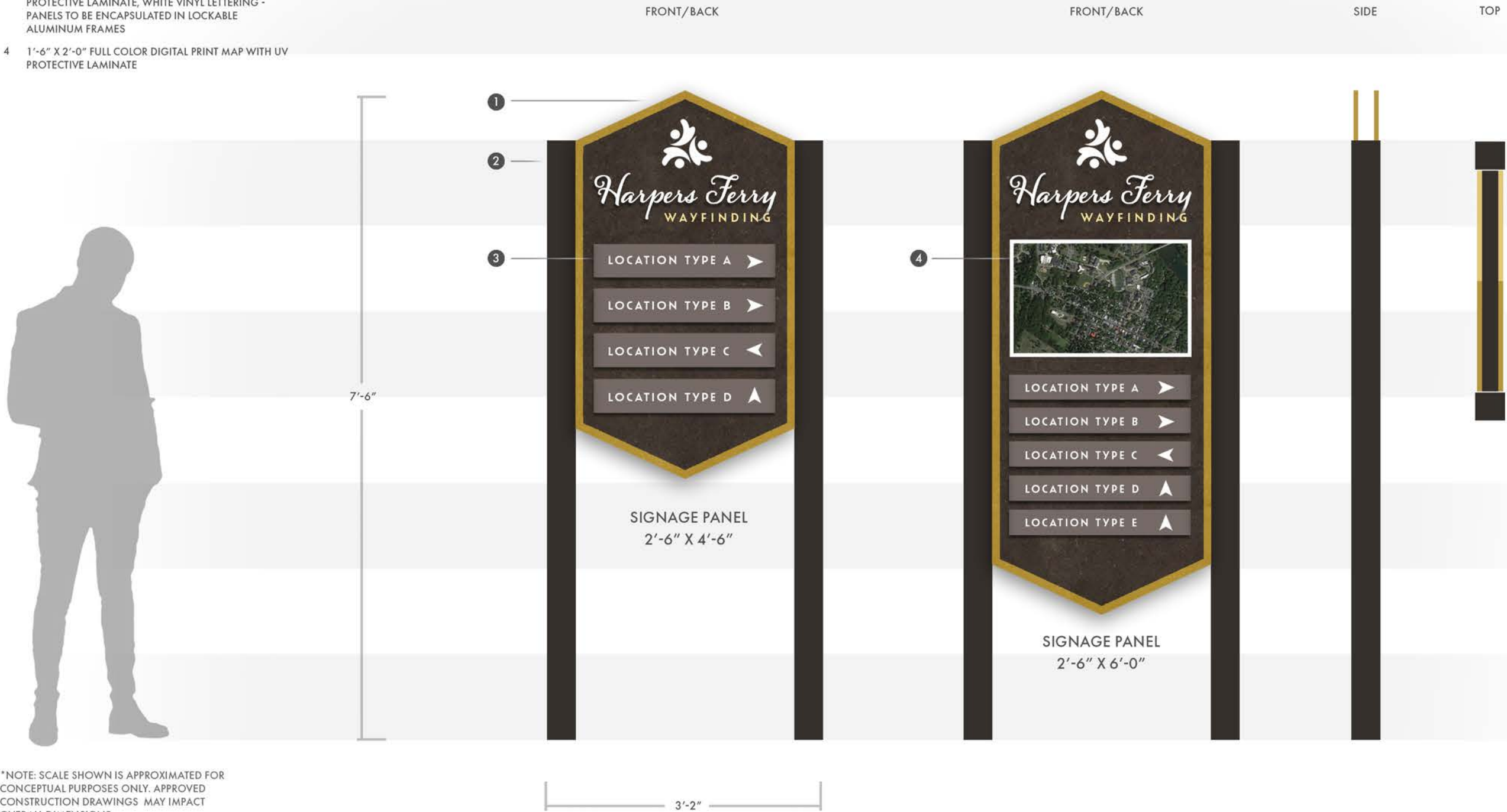
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- 4 1'-6" X 2'-0" FULL COLOR DIGITAL PRINT MAP WITH UV PROTECTIVE LAMINATE

V.1: LOCATION

V.2: LOCATION + MAP



SIGNAGE NOTES

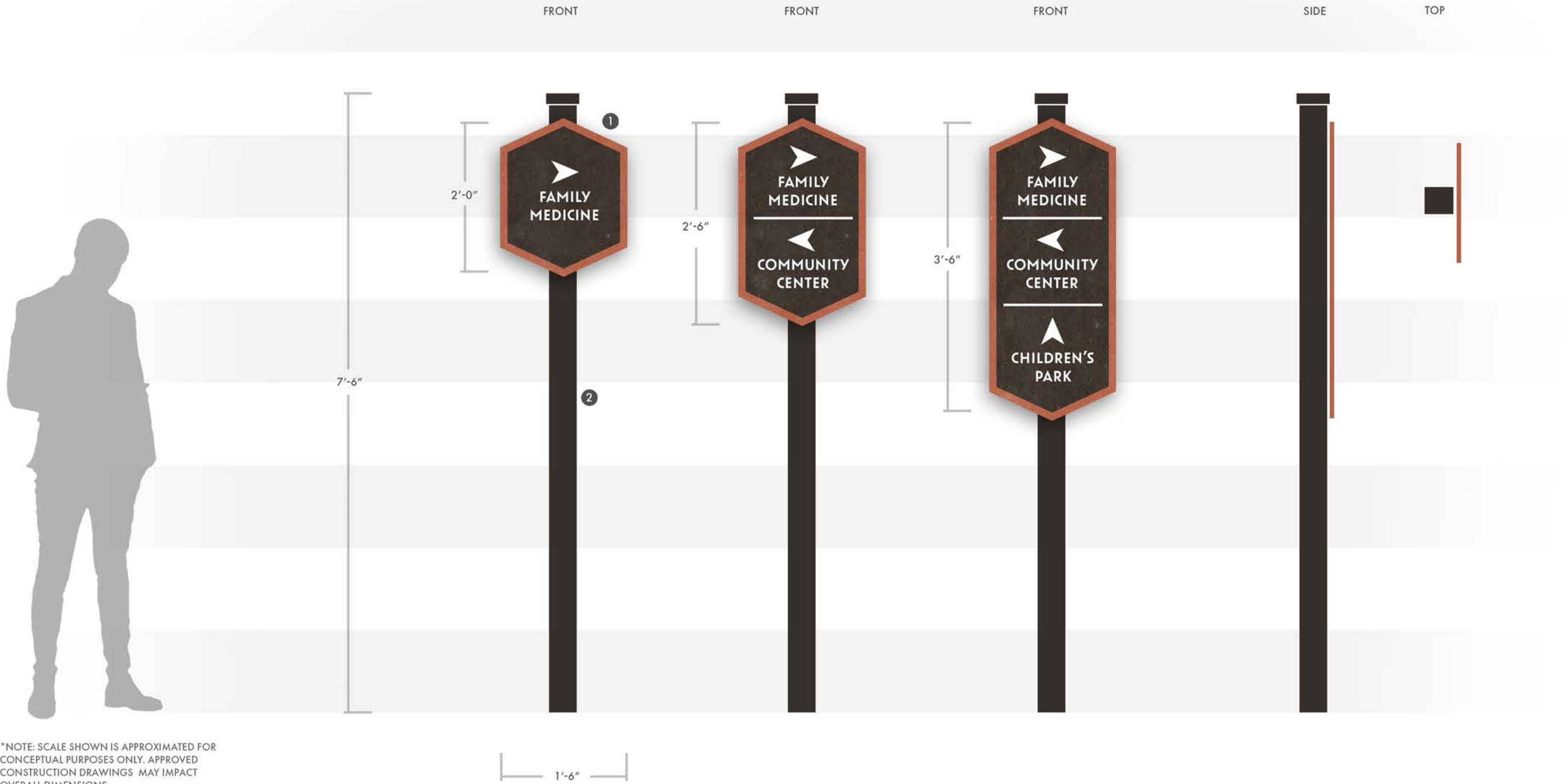
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- 4 1'-6" X 2'-0" FULL COLOR DIGITAL PRINT MAP WITH UV PROTECTIVE LAMINATE



SIGNAGE NOTES

- 1 6MM ACM HEXAGONAL SIGNAGE PANEL (SIZE VARIES PER VERSION) FULL COLOR DIGITAL PRINT GRAPHICS WITH UV PROTECTIVE LAMINATE
- 2 4" X 4" POWDER COATED ALUMINUM SIGN POST, 2" X 2" FRAMING SUPPORT BRACKETS, AND METAL CAP AT TOP END

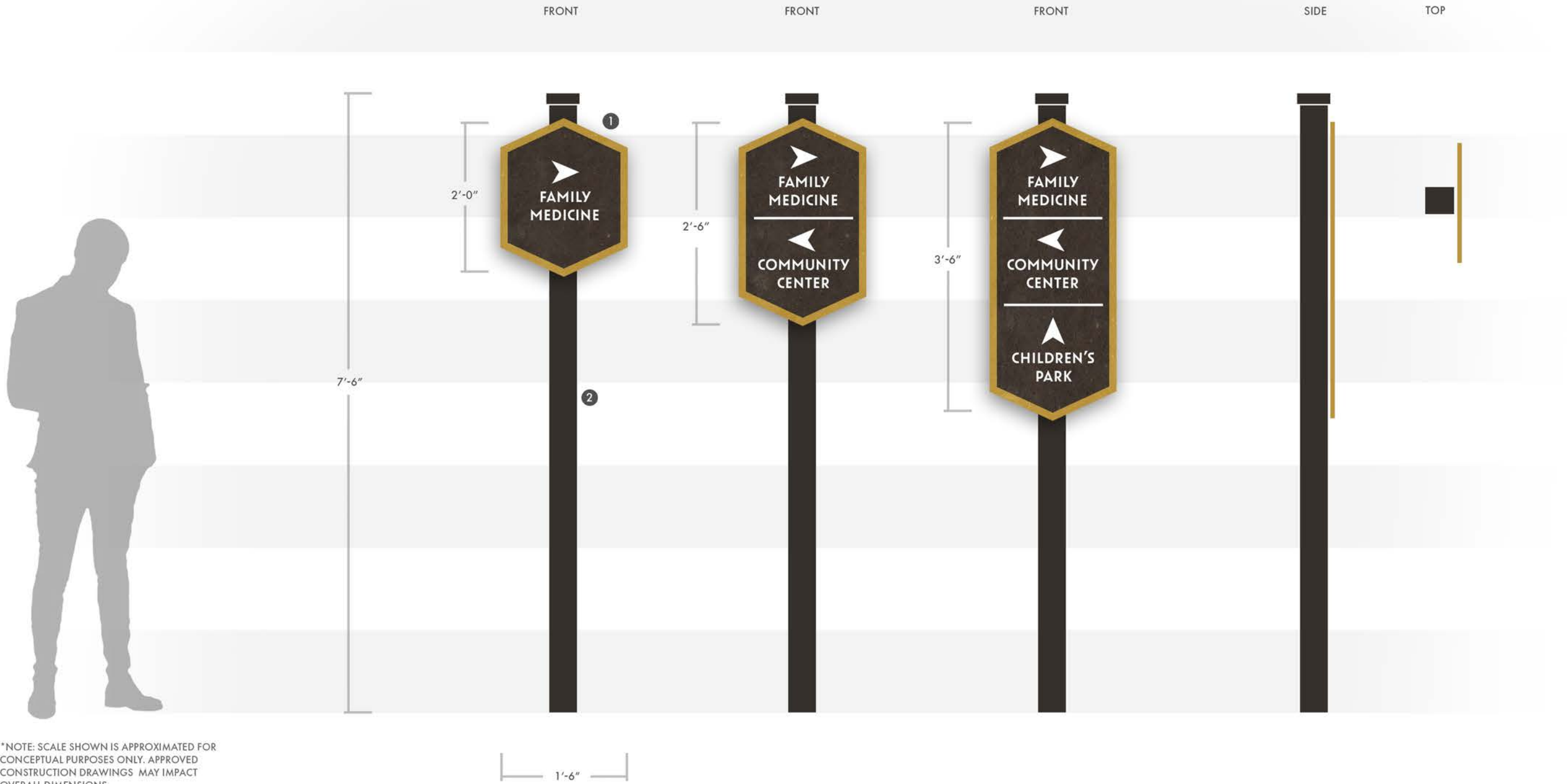
VERSIONS DEPENDENT ON NEEDED LOCATIONS



SIGNAGE NOTES

- 1 6MM ACM HEXAGONAL SIGNAGE PANEL (SIZE VARIES PER VERSION) FULL COLOR DIGITAL PRINT GRAPHICS WITH UV PROTECTIVE LAMINATE
- 2 4" X 4" POWDER COATED ALUMINUM SIGN POST, 2" X 2" FRAMING SUPPORT BRACKETS, AND METAL CAP AT TOP END

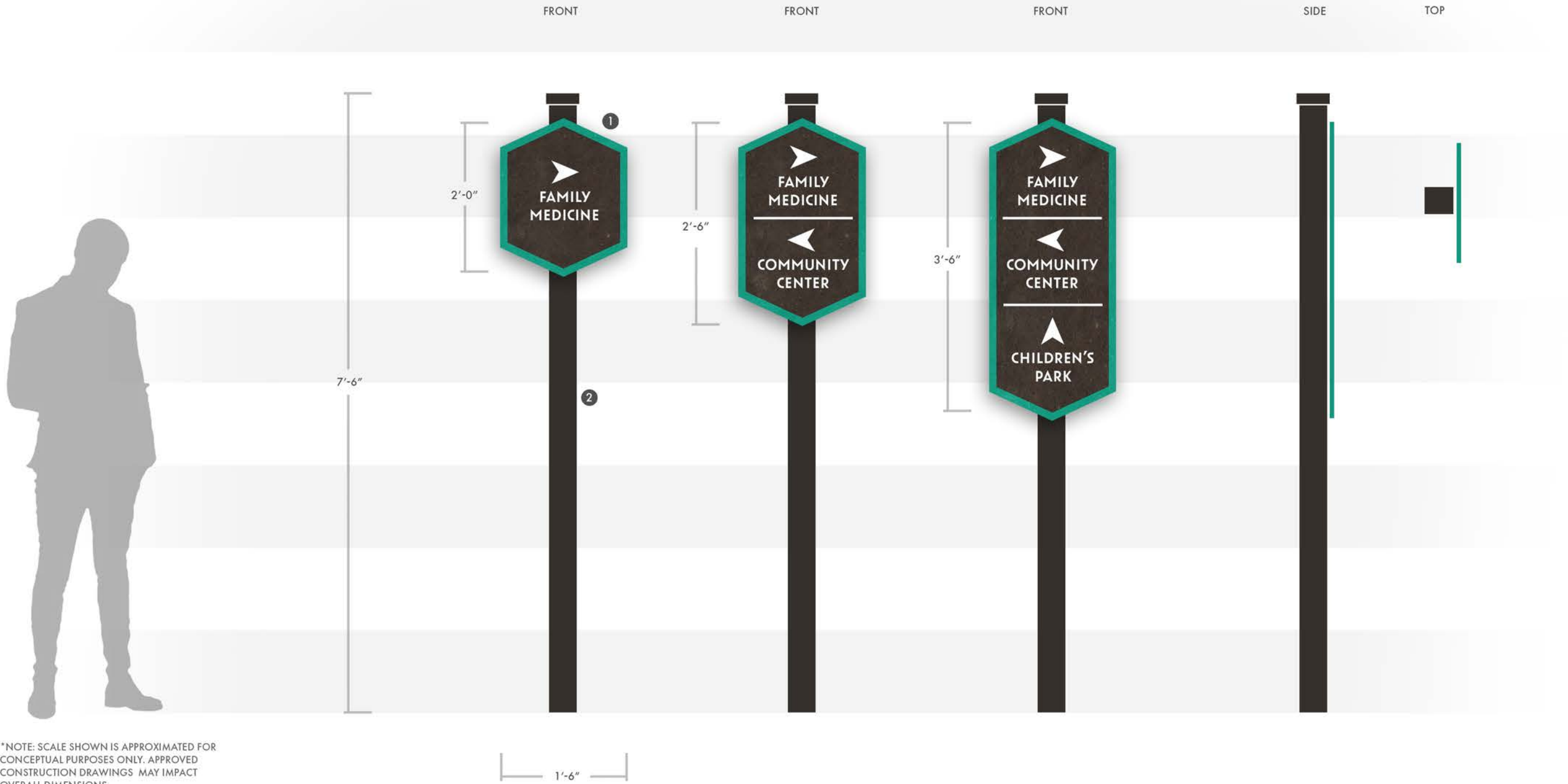
VERSIONS DEPENDENT ON NEEDED LOCATIONS

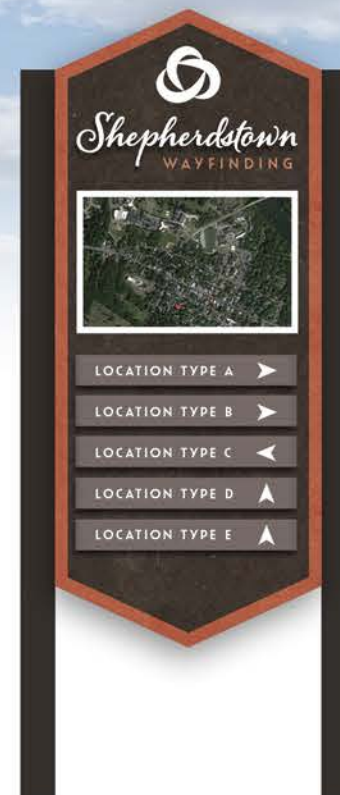
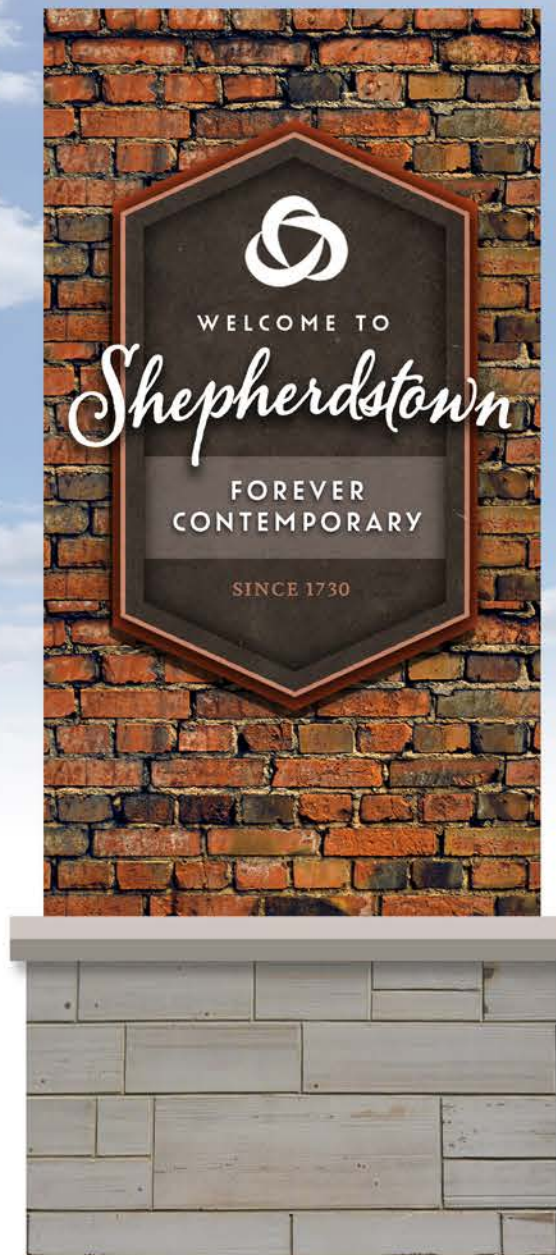


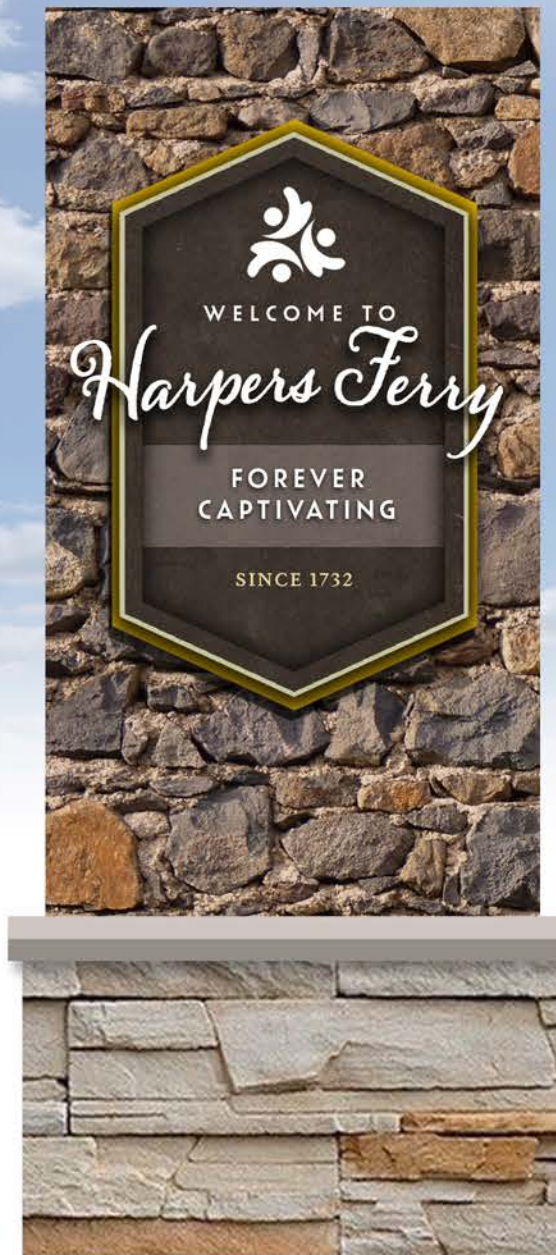
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VERSIONS DEPENDENT ON NEEDED LOCATIONS









MAPPING/LOCATION

SHEPHERDSTOWN

SIGNAGE MAP - PROPOSED LAYOUT

SIGNAGE KEY



GATEWAY



WAYFINDING

- A. WESTERN
- B. S-WESTERN
- C. S-EASTERN
- D. NORTHERN

- 1. DUKE / HIGH
- 2. CHURCH / GERMAN
- 3. KING / GERMAN
- 4. PRINCESS / WASHINGTON



DIRECTIONAL

- 5. DUKE / GERMAN
- 6. DUKE / NEW
- 7. DUKE / WASHINGTON
- 8. HIGH / KING
- 9. HIGH / PRINCESS
- 10. GERMAN / PRINCESS
- 11. NEW / PRINCESS



HARPERS FERRY

SIGNAGE MAP - PROPOSED LAYOUT

SIGNAGE KEY



GATEWAY

- A. WESTERN - THE BARN / WASHINGTON
- B. SOUTHERN - 340 / SHENANDOAH



WAYFINDING

- 1. SW CORNER - JACKSON / WASHINGTON
- 2. NE CORNER - GILMORE / WASHINGTON
- 3. N SIDE - WASHINGTON SIDEWALK POCKET
- 4. TOP OF STAIRCASE - HIGH
- 5. BOTTOM OF STAIRCASE - POTOMAC
- 6. REPLACE EXISTING SIGN - HOG ALLEY
- 7. SW CORNER - HIGH / SHENANDOAH



DIRECTIONAL

- 8. SW CORNER - FILMORE / ZACH TAYLOR
- 9. NE CORNER - FILMORE / STORER COLLEGE
- 10. SE CORNER - FILMORE / GILMORE
- 11. NE CORNER - COLUMBIA / WASHINGTON
- 12. SE CORNER - HENRY CLAY / WASHINGTON
- 13. UPPER HARPER CEMETERY - FILMORE
- 14. LOWER HARPER CEMETERY - HENRY CLAY
- 15. SE CORNER - CHURCH / HIGH
- 16. NW CORNER - POTOMAC / SHENANDOAH



SIGNAGE KEY



GATEWAY

- A. WESTERN
- B. SOUTHERN
- C. EASTERN / HF



WAYFINDING

- 1. POLK / WASHINGTON
- 2. JEFFERSON / WASHINGTON
- 3. UNION / WASHINGTON

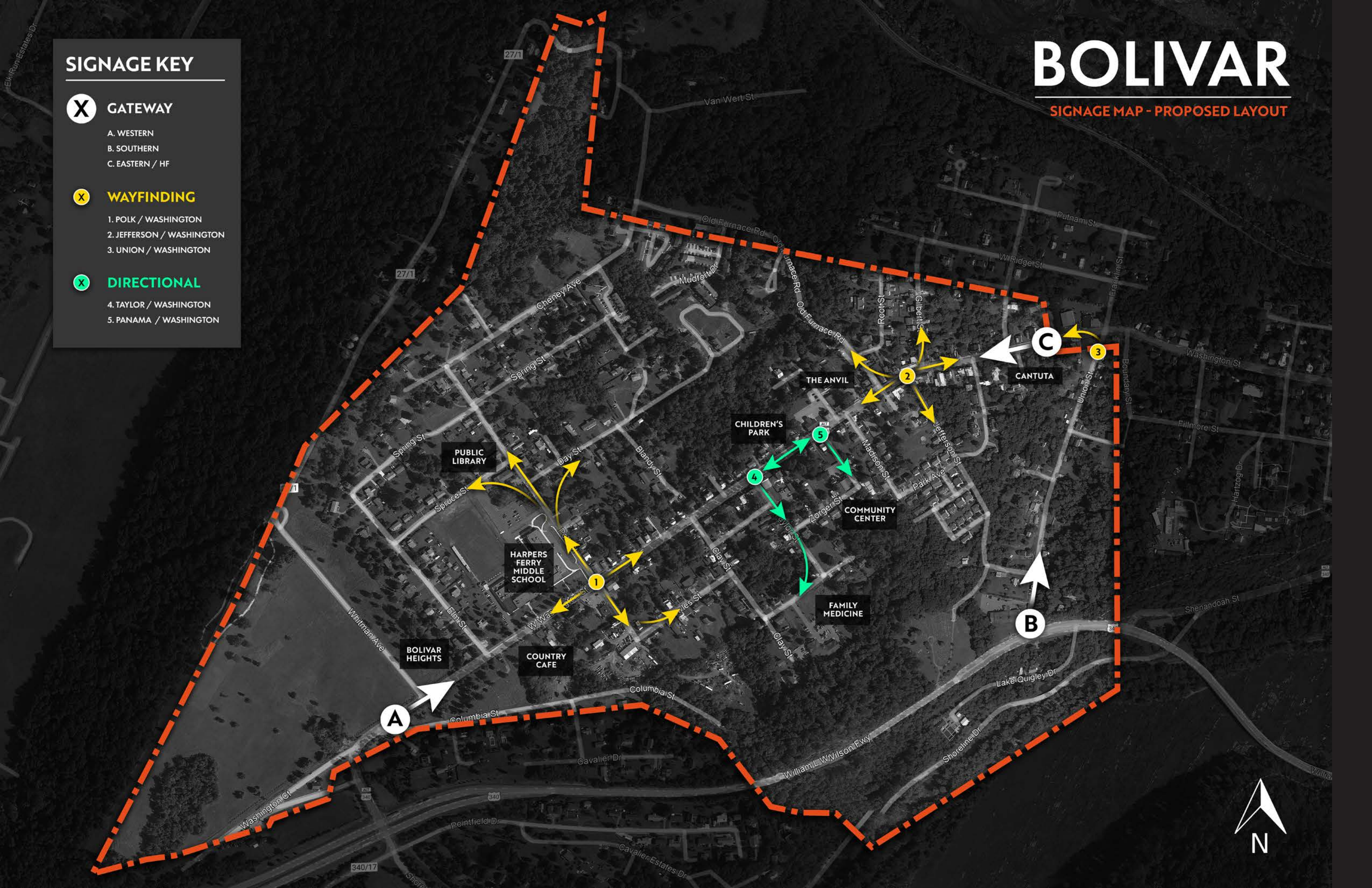


DIRECTIONAL

- 4. TAYLOR / WASHINGTON
- 5. PANAMA / WASHINGTON

BOLIVAR

SIGNAGE MAP - PROPOSED LAYOUT



GA



GB



GC



GD



GA



GB



GA



GB



GC



AGREEMENT FOR CONSULTING SERVICES

Consulting Company:

Downstream Strategies, L.L.C. ("Downstream")
911 Greenbag Road
Morgantown, WV 26508
304-292-2450

Client:

Corporation of Shepherdstown
104 North King Street
P.O. Box 248
Shepherdstown, WV 25443
(304) 876-2312

The parties agree as follows:

"Project Description Summary"	Shepherdstown Green Infrastructure Concept Plan
"Start Date"	The 15th day of August, 2023
"Estimated Completion Date"	The 31st day of December, 2023
"Estimated Cost"	\$ 24,500

1. SCOPE OF WORK. "Scope of Work" means the work and services described in Exhibit A, including all services provided by Downstream that are reasonably necessary and appropriate for the effective and prompt fulfillment of Downstream's duties under this Agreement. Unless otherwise indicated in Exhibit A, Scope of Work does not include Non-Contemplated Work, Client or architectural revisions, or revisions due to changes in governmental policy. If the information described above is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Work may change, even as the work is in progress. Additional services requested by Client are also deemed changes to the Scope of Work.

(A) If Downstream believes an immediate and materially significant change is necessary to protect human health or the environment, Downstream shall execute a written amendment incorporating the change as soon as is practicable, and Client shall not unreasonably withhold its consent.

(B) When Client requests a change in the Scope of Work, Client shall execute a written amendment to this Agreement prior to Downstream commencing the change in the work or services.

2. PAYMENTS & INVOICES.

(A) Retainer. No retainer required.

(B) Estimated Cost. Client shall pay for all services rendered in regard to the Scope of Work, including Direct Expenses, up to the amount of the Estimated Cost.

(1) Direct Expenses. Client shall reimburse Downstream, at an amount equal to Downstream's cost multiplied by the multiplier(s) set forth in Exhibit A, if any, for "Direct Expenses," which means and includes the following:

(i) outside expenses of suppliers, sub-consultants, and subcontractors, and for direct costs including, but not limited to, travel costs (air fares, taxi, car rentals, fuel, mileage fees for personal or company vehicles, parking, tips, room charges, meal charges, etc.), long distance telephone charges, postage and shipping fees, expedited delivery services, printing and reproduction charges, special instruments or equipment rental, disposable field supplies (bailers, sample containers, clean gloves and suits, etc.), and other customary expenses, graphics, and computer and technology expenses.

(C) Non-Contemplated Work Costs. "Non-Contemplated Work Costs" means costs for work exceeding the Scope of Work. If the project requires work outside the Scope of Work ("Non-Contemplated Work"), Client shall pay for Non-Contemplated Work Costs upon notification to Client and Client's execution of an agreement for Non-Contemplated Work.

(D) West Virginia State Sales Tax. Downstream will request information from Client and will make a determination whether West Virginia State Sales Tax must be charged for this project. Unless Client is exempt from paying West Virginia State Sales Tax or the project is exempt from West Virginia State Sales Tax, West Virginia State Sales Tax shall be added over and above services rendered, Direct Expenses, and Non-Contemplated Work Costs.

(E) Invoices.

(1) Invoices will be issued for services rendered, Direct Expenses, Non-Contemplated Work Costs, and West Virginia State Sales Tax, if any. Client shall pay each invoice upon receipt.

(2) All questions regarding the invoice items or amounts must be brought to the attention of the other party by written notice, addressed, and resolved within sixty (60) days of the date of the invoice. Otherwise, the invoice is considered correct and payable.

(F) Late payment.

(1) Client shall pay an additional charge of one and one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is higher) of the invoiced amount per month for any payment received by Downstream more than thirty (30) days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Downstream shall first apply payments to accrued interest and then to the unpaid principal amount.

(2) If Client fails to pay invoiced amounts within thirty (30) days of the date of the invoice, or sixty (60) days if proper notice was provided in accordance with Section 2(E)(2) of this Agreement, Downstream may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate performance under this Agreement. Such termination does not relieve Client of its obligation to pay amounts incurred up to termination.

3. MATTERS AFFECTING PERFORMANCE & PAYMENT. If Downstream determines during the performance of the Scope of Work that the Estimated Cost of completing the Scope of Work or the Estimated Completion Date will be substantially more than any estimate made by Downstream, Downstream shall promptly notify Client in writing of the reason for the increase and allow Client an opportunity to evaluate whether to have Downstream proceed with the Scope of Work.

4. CONDITIONS OF SERVICE. Client shall obtain and provide to Downstream all documentation, approvals, facility and/or work site rules and regulations, maps, surveys, plats, approvals, reports, other materials, and proofs of compliance by Client regarding all applicable ordinances, rules, regulations, and design standards necessary for the performance of services under this Agreement. Downstream hereby relies on all items provided under this Section, and Client indemnifies and holds Downstream harmless from any change in interpretation of such applicable items. Furthermore, Client shall furnish information specified in the Scope of Work and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the services.

5. ACCESS. Unless otherwise stated, Client grants and shall provide Downstream, its sub-consultants, and its subcontractors with access to the facility and/or work site for activities necessary for the performance of the Scope of Work. If Client does not own the facility or work site on which services are to be performed, Client shall obtain permission from the party controlling the property for Downstream's entry and the performance of the Scope of Work, and Client shall furnish copies of the same to Downstream.

6. STANDARD OF PERFORMANCE.

(A) Downstream, under this Agreement, shall use that degree of care and skill ordinarily exercised under similar circumstances by members of Downstream's profession currently practicing in the State of West Virginia. DOWNSTREAM PROVIDES NO WARRANTIES, NEITHER EXPRESSED NOR IMPLIED, OR GUARANTEES REGARDING ITS SERVICES.

(B) Client acknowledges that subsurface or other concealed conditions on, below, or about the facility and/or work site may vary from those conditions encountered in specific borings, surveys, or explorations performed by Downstream and that the information and recommendations developed by Downstream are based solely on the information available from such borings, surveys, and explorations.

7. HAZARDOUS SUBSTANCES & CONDITIONS; SUBTERRANEAN STRUCTURES.

Intentionally omitted.

8. OWNERSHIP & USE OF DOCUMENTS. All plans, drawings, survey notes, reports to Client, and other original documents, materials, and analyses, along with the documents normally included in such items (laboratory results, boring logs, plume maps, etc.), are instruments of service and remain the property of Downstream. Client may retain copies for Client's records. Client shall not reuse such documents without prior written consent from Downstream. Client acknowledges that any reuse, not related to the project contemplated under this Agreement, of said items is at Client's own risk, and Client shall indemnify and defend Downstream from all expenses and damages arising out of such reuse.

9. INSURANCE. Downstream represents that it, its sub-consultants, and its subcontractors are protected by and have in place professional liability or commercial general liability, workers compensation, and automobile liability insurance in forms and amounts necessary to protect Downstream regarding performance under this Agreement.

10. TERMINATION. This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. Upon such termination, Client shall pay all monies owed under this Agreement for all services performed up to the effective date of termination, plus any applicable termination costs.

11. LIMITATION OF LIABILITY.

(A) Downstream's liability for damages of any kind due to material breach of contract or warranty, error, omission, or professional negligence or any tort is limited to a maximum of the Estimated Cost or the total amount paid under this Agreement, whichever is lesser. The parties acknowledge that these fixed damages are a reasonable forecast of just compensation in the event of a material breach.

(B) The services to be performed under this Agreement are intended solely for the benefit of Client. Client shall not hold Downstream responsible for supervision of any other consultant, sub-consultant, contractor, subcontractor, or their employees or agents nor for the means, methods, procedures, techniques, or sequences of construction, consulting, services, and work nor for safety on the facility and/or work site. Client shall not hold Downstream responsible for failure of any party not bound by this Agreement to carry on work in accordance with the documents produced under this Agreement. Client shall not hold Downstream liable for any delay damages.

12. FORCE MAJEURE. Downstream shall be liable for failure to perform the services under the Scope of Work in a timely manner, except when failure is caused by circumstances beyond Downstream's reasonable control including, without limitation, acts of God, acts and/or omissions of federal, state, or local governmental authorities or regulatory agencies, strikes, riots, civil unrest, and war. For delays caused by Client or circumstances beyond the reasonable control of Downstream, Client shall give Downstream a reasonable time extension of the Estimated Completion Date.

13. SURVIVAL. The provisions of Sections 7, 11, and 12 expressly survive the completion and/or the termination of this Agreement. All of this Agreement's provisions allocating responsibility or liability between Client and Downstream are to survive completion of services and/or this Agreement's termination.

14. INDEMNIFICATION. In addition to the specific provisions set forth above, Client shall defend, indemnify, and hold harmless Downstream and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any

nature whatsoever, including reasonable attorneys' fees, expert witness fees, and consultant fees, and court costs arising or resulting from the following: (1) Client's breach of this Agreement and (2) Client's negligence or intentional misconduct.

15. ARBITRATION & CHOICE OF LAW. All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement are to be decided through arbitration, pursuant to the then most current rules of the American Arbitration Association for Commercial or Construction matters, as appropriate. The substantially prevailing party in any claim, dispute, or controversy is entitled to recover its expenses incurred in resolving the dispute including, without limitation, reasonable attorneys' fees, consulting fees, court costs, expert witness fees, and similar expenses. This Agreement is to be interpreted according to the laws of the State of West Virginia.

16. SEVERABILITY. If any provision of this Agreement is later held to be unenforceable, all remaining provisions are to continue in force and shall be construed as a whole.

17. TITLES. The section titles used in this Agreement are for general reference only. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

18. NOTICES. Any notice required or permitted by this Agreement is to be deemed duly given if sent to the address of the requisite party at the top of this Agreement, or to the last-known address of the party to whom the notice is to be given, in writing by certified or registered mail with return receipt requested.

19. ASSIGNMENT. Client shall not assign its rights under this Agreement to a third party without the prior written consent of Downstream. If assigned, Client shall remain liable, jointly and severally, with the third party for the performance of Client's obligations hereunder, unless specifically released by Downstream.

The parties sign on and date this Agreement for Consulting Services the 4th day of August, 2023.

CLIENT

CORPORATION OF SHEPHERDSTOWN

By: _____
Jim Auxer, Its: Mayor

CONSULTANT

DOWNSTREAM STRATEGIES, L.L.C.,
a West Virginia limited liability company

By: _____
Evan Hansen, Its: Principal

Exhibit A

Scope of Work

Green infrastructure (GI) uses vegetation and soil to address flooding, as opposed to gray infrastructure, which uses pipes and concrete. Based on our experience with similar projects in West Virginia and elsewhere, we propose completing this project in two work sprints:

- **Sprint 1:** St. Agnes Campus Green Infrastructure Concept Plan
- **Sprint 2:** Shepherdstown Comprehensive Concept Plan

Our team will undertake the following tasks to plan and deliver a preliminary project design that meets the Scope of Work and timeline.

After executing a contract, we will immediately organize a kickoff meeting with the Corporation of Shepherdstown representatives and any other appropriate stakeholders. The primary objectives of this meeting are to:

1. introduce our team to key project participants;
2. manage project expectations and thoroughly discuss the proposed scope of work, timeline, and a pathway to completion;
3. better understand the Corporation's priorities, capacity, and stormwater problem areas;
4. share existing relevant community plans and studies;
5. develop a short list of publicly owned properties where GI practices can be installed; and
6. identify methods for stakeholder engagement, including a community engagement workshop.

Sprint 1: St. Agnes Campus Green Infrastructure Concept Plan

Task 1: Develop preliminary St. Agnes green campus concept plan

Based on the feasibility of incorporating stormwater practices on the St. Agnes campus, Downstream Strategies will develop and evaluate preliminary design concepts that respects the character of St. Agnes Catholic Church, while providing the greatest benefit in flood protection.

Task 2: Present preliminary concepts

The above-mentioned plan will be presented to representatives of Shepherdstown, St. Agnes, and other stakeholders at a GI workshop. This will be an opportunity to learn more about GI, provide input, and ask questions.

If parties are interested in proceeding, any comments and feedback will be integrated into a final Conceptual St. Agnes Green Campus report, to be completed in a future Scope of Work.

Sprint 2: Shepherdstown Comprehensive Concept Plan

Task 1: Perform community watershed assessment

Downstream Strategies will conduct an analysis of Shepherdstown's drainage area, topography, and land cover to understand potential flooding hazards and create an overview profile of the community and watershed.

Task 2: Create list of candidate green infrastructure sites

A desktop review of any installation constraints such as public ownership, flooding hazards, utilities, rights of way, and easements will be conducted to generate a list of feasible sites for GI best management practices that address not only flash flooding and pollution, but also community priorities.

Candidate sites will be ranked based on prioritization criteria developed in collaboration with Shepherdstown. Criteria may include, for example, stormwater volume capture, ease of implementation, and pollution reduction.

All candidate sites will be formally cleared by MISS Utility (WV 811) to ensure that proposed GI practices will not damage existing infrastructure

Task 3: Develop conceptual green stormwater infrastructure design options

Based on feasibility of incorporating stormwater practices on these sites, Downstream Strategies will develop and evaluate preliminary design concepts that respect the unique character of Shepherdstown, while providing the greatest benefit in flood protection and pollution reduction. These options will be presented to the town to gauge their preferences in visual aesthetics, level of maintenance, functionality, and other factors. We will incorporate Shepherdstown's feedback as we draft the plan.

Once the conceptual options have been integrated on each candidate site, Downstream Strategies will present these options to Shepherdstown representatives. This will be an opportunity for community officials to provide input and ask questions, prior to engaging the public.

Task 4: Hold community and stakeholder workshop

Downstream Strategies, in coordination with Shepherdstown, will develop the agenda, invitation list, and invitation flyer for a workshop to unveil GI concept projects and locations. Additional topics to consider for the workshop include:

- Stormwater Management 101
- GI Basics and Benefits
- Low Impact Development and Green Streets Examples
- Green Infrastructure Finance, Grants, and Capacity

Task 5: Draft green infrastructure report

We will take the lead in writing and editing the GI report. We have decades of experience writing technical reports that make the complex understandable to readers. We do this by integrating tables, charts, maps, and photos; by using graphic design tools; and by including an executive summary. We also take pride in our editing skills that allow us to produce professional work products that will reflect well on Shepherdstown.

The report will include:

- community background;
- key community issues related to GI, including strengths and challenges;
- a summary of the stakeholder workshop and site tour, including a list of participants;
- opportunities to advance GI in the community, as identified by the stakeholders;
- site prioritization for conceptual designs;
- conceptual designs and associated Chesapeake Bay pollutant load reductions and flood risk reductions; and
- next steps for GI implementation such as financing, permitting, material suppliers, and policy development.

The draft will be available for review by representatives and project stakeholders. Downstream Strategies encourages comments and feedback to create the best plan possible.

Task 6: Finalize the green infrastructure report

Based upon feedback on the draft report, we will edit the report and produce the final plan in Word and PDF formats. Upon request, supporting data and analyses will be provided in Excel format, and a PowerPoint slide deck will be created for use in future public presentations.

Task 7: Hold project closeout meeting

During the project closeout meeting, we welcome the opportunity to discuss next steps for successfully implementing the report. We will share case studies on how other communities in West Virginia have leveraged various funding and finance options for GI implementation.

Corporation of Shepherdstown
Budget vs. Actuals: Fiscal Year 2023
 July 1, 2022 - June 30, 2023

	Actual as of 06/30/2023	FY 23 Budget	Remaining	% of FY 23 Budget
Income				
301 Property Tax Revenue	224,403.12	219,989.00	4,414.12	102.01%
303 Gas & Oil Severance	8,903.40	8,903.40	0.00	100.00%
304 Utility Tax	63,456.83	62,460.00	996.83	101.60%
305 Business & Occupation Tax	71,181.62	54,600.00	16,581.62	130.37%
306 Wine/Liquor/Private Club Tax	143,408.00	107,100.00	36,308.00	133.90%
307 Animal Control Tax	232.20	315.00	-82.80	73.71%
308 Hotel Occupancy Tax	119,380.19	105,000.00	14,380.19	113.70%
314 Muni Sales & Use Tax	393,019.63	532,500.00	-139,480.37	73.81%
328 Franchise Fee/Pole Tax	9,030.76	10,500.00	-1,469.24	86.01%
330 IRP Truck Fees	9,148.67	8,400.00	748.67	108.91%
Court Fee Revenues	57,978.50	56,542.50	1,436.00	102.54%
Gaming Income-Table Games	107,207.88	124,635.00	-17,427.12	86.02%
License & Permit Revenue	13,213.03	34,125.00	-20,911.97	38.72%
Other Revenues	200,173.14	127,094.73	73,078.41	157.50%
Parking Fee Revenue	190,847.89	100,800.00	90,047.89	189.33%
Planning Commission Revenue	4,521.50	7,710.00	-3,188.50	58.64%
Refuse Collections Revenue	205,678.45	201,075.00	4,603.45	102.29%
Rents Revenue	43,200.00	45,677.00	-2,477.00	94.58%
Uncategorized Income	0.00		0.00	
Video Lottery Proceeds Revenue	339,379.79	252,433.65	86,946.14	134.44%
Total Income	\$ 2,204,364.60	\$ 2,059,860.28	\$ 144,504.32	107.02%
Expenses				
440.30 City Hall Legal Fees	12,177.86	12,600.00	-422.14	96.65%
455.01 Sidewalk Assistance Housing	1,467.00		1,467.00	
700.302 Police Court Judge	1,242.75	2,220.00	-977.25	55.98%
700.305 Misc. Contractual	3,214.73		3,214.73	
916 Library - Building Repairs	10,359.05	21,000.00	-10,640.95	49.33%
Arts, Humanities, Library	301.71		301.71	
City Hall Accounting/Audit	38,220.79	8,000.00	30,220.79	477.76%
City Hall Bldg/Equip Expenses	11,983.69	28,260.00	-16,276.31	42.41%
City Hall Insurance	16,468.94	23,310.00	-6,841.06	70.65%
City Hall Other Expenses	36,487.40	36,401.00	86.40	100.24%
City Hall Utilities	6,631.97	6,352.50	279.47	104.40%
City Hall Video Lottery Expense	8,400.00		8,400.00	
City Hall-Employee Salary/Fring	131,785.96	100,190.00	31,595.96	131.54%
General Fund Donations	23,050.00	21,915.00	1,135.00	105.18%
Magistrate Services	1,400.00	1,920.00	-520.00	72.92%

	Actual as of 06/30/2023	FY 23 Budget	Remaining	% of FY 23 Budget
Parks Equipment & Supplies	57,071.61	25,000.00	32,071.61	228.29%
Parks Maintenance	4,714.84	5,840.00	-1,125.16	80.73%
Parks Salaries & Fringe	6,214.79	12,720.00	-6,505.21	48.86%
900.09 Parks Unemployment Tax Exp		315.00	-315.00	0.00%
Parks Utilities	2,050.95	74,230.00	-72,179.05	2.76%
Parks Vehicle Expenses	1,005.78	5,125.00	-4,119.22	19.62%
Planning Commission Expenses	105,019.47	96,792.50	8,226.97	108.50%
440.82 Professional Services	100.00		100.00	
440.83 Communications Expenses	729.28	2,625.00	-1,895.72	27.78%
Police Dept. Grant Expenses		1,470.00	-1,470.00	0.00%
Police Equip. Purchase & Repair	94,860.15	28,350.00	66,510.15	334.60%
700.45 Police UNIFORMS	7,079.22	3,150.00	3,929.22	224.74%
Police Other Expenses	114,076.91	146,695.00	-32,618.09	77.76%
700.22 Police Dues		420.00	-420.00	0.00%
Police Remittance Fees	5,120.00	7,350.00	-2,230.00	69.66%
Police Salaries & Fringe	602,377.98	610,306.00	-7,928.02	98.70%
Police Utilities & Rent	7,054.48	24,413.00	-17,358.52	28.90%
Police Vehicle Expenses	5,545.55	64,000.00	-58,454.45	8.66%
Public Works Expenses		2,625.00	-2,625.00	0.00%
Regional Council Dues		900.00	-900.00	0.00%
Sanitation Dumping Fees	75,775.52	61,750.00	14,025.52	122.71%
Sanitation Equip Repair & Maint	189.03	1,500.00	-1,310.97	12.60%
Sanitation Other Expenses	59,028.60	235,212.50	-176,183.90	25.10%
Sanitation Salaries & Fringe	72,139.29	117,861.00	-45,721.71	61.21%
800.08 Sanitation Personnel Training	600.00	225.00	375.00	266.67%
Sanitation Vehicle Expenses	13,201.97	5,250.00	7,951.97	251.47%
Streets Maintenance & Equipment	24,144.53	7,050.00	17,094.53	342.48%
Streets Other Expenses	28,236.00	22,785.00	5,451.00	123.92%
Streets Salaries & Fringe	99,012.67	88,638.00	10,374.67	111.70%
Streets Tree Maintenance	20,022.66	29,400.00	-9,377.34	68.10%
Streets Utilities	17,534.37	25,987.50	-8,453.13	67.47%
Streets Vehicle Expenses	11,764.04	9,000.00	2,764.04	130.71%
Tobacco Warehouse Expense	157.02	7,035.00	-6,877.98	2.23%
Town Elections	0.00	4,400.00	-4,400.00	0.00%
Town Government Salaries/Fringe	10,140.89	20,186.92	-10,046.03	50.23%
Visitors Center Expenses	63,322.32	73,500.00	-10,177.68	86.15%
Total Expenses	\$ 1,811,481.77	\$ 2,084,275.92	-\$ 272,794.15	86.91%
Net Operating Income	\$ 392,882.83			

Corporation of Shepherdstown

Balance Sheet

As of June 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
GENERAL FUNDS BANKING	1,467,959.43
110 Lighting 2728	4,709.36
RESERVED FUNDS BANKING 6209	3,851,087.38
103 Customer Deposit Accounts 3194	123,356.59
101.031 Grants Funds-Other Grants	14,900.00
101.037 JC Bike Path Project Funds	2,731.48
101.039 Oil and Gas Tax	36,068.45
Parks & Recreation Hotel/Motel 5985	66,983.39
105 Police Dept. Equip. Fund (JSB) 4986	11,759.93
Special Fund	457,269.45
Undeposited Funds	931.18
Total Bank Accounts	\$6,037,756.64
Accounts Receivable	
General Funds A/R	52,842.41
108 Other Accrued Receivables	-1,800.00
108.01 NSF Check Receivables	-973.06
Total Accounts Receivable	\$50,069.35
Other Current Assets	
Due from Coal Severance	117.69
Other Current Assets	71,938.81
112.011 Tobacco Warehouse	5,261.00
Total Other Current Assets	\$77,317.50
Total Current Assets	\$6,165,143.49
Fixed Assets	
General Fixed Assets (Gov-Wide)	5,443,487.51
Total Fixed Assets	\$5,443,487.51
TOTAL ASSETS	\$11,608,631.00
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
General Funds A/P	2,469.00
Total Accounts Payable	\$2,469.00
Credit Cards	
Credit Cards Payable	97.96
Fifth Third	0.00
213 Purchase Card Payable	77,446.23

Corporation of Shepherdstown

Balance Sheet

As of June 30, 2023

	TOTAL
Total Credit Cards	\$77,544.19
Other Current Liabilities	
260 Accrued Compensated Absences	45,929.73
Child Support	713.07
Christmas Club	350.00
280.40 DI - Changes in Assuptions	25,685.00
280.30 DI-Changes/Differences Prop. S	15,979.00
280.20 DI-Difference Proj/Actual Earn	4,911.00
280.10 DI-Different Expected/Actual I	3,813.00
140.02 DO - Change in Proportionate	-16,430.00
140.01 DO-RHBT Payments Subsequer	-24,060.26
Due to/from Sewer	-696,158.15
Due to/from Water	-403.60
200.02 EVCF Endowment Fund	0.00
Garnishments	608.61
Gen Fund Other Current Liab.	26,848.55
250.10 Net OPEB Liability	262,044.00
Payroll Liabilities	2,994.45
2104 PEIA Payable	3,872.00
292.30 PPA-2017 RHBT Payment	-66,278.76
292.40 PPA-Beginning Net OPEB Obligati	313,932.00
292.20 PPA-Beginning OPEB Liability	-276,168.79
290.50 Restricted for Equipment	3,731.48
VALIC Retirement Payable	14,203.31
Total Other Current Liabilities	\$ -353,884.36
Total Current Liabilities	\$ -273,871.17
Total Liabilities	\$ -273,871.17
Equity	
Fund Balance	4,680,537.16
290 Investment in Gen. Fixed Assets	5,466,470.38
Retained Earnings	1,342,273.89
Net Income	393,220.74
Total Equity	\$11,882,502.17
TOTAL LIABILITIES AND EQUITY	\$11,608,631.00

PUBLIC WORKS COMMITTEE MINUTES DRAFT

Monday, July 24, 2023

10:00 AM

Town Hall - In Person

104 North King Street

1. Call to Order – 9:00am; JA, CS, MA; Staff – FW, AB, SG
 2. Reading and approval minutes – Not available.
 3. Visitors – J. Haynes
 4. Public Comment – None.
 5. Unfinished Business
 - a. International Property and Maintenance Code-property maintenance report –
 1. 349 W. German St. - Violation notice – Work on house partly finished – Violation sent – Establishing ownership
 2. Violations – 205 E, German St. – Half of the work has been done, lien placed against home for \$5K.
 3. 332 W. German St. – Demolition by Oct., 2023.
 - b. Trash in alleys-cleaning and contacting property owners and occupants about trash and grass Issues – ongoing.
 - c. Recycling Grant-Garbage truck (for glass) – Public Works applied for a \$75K REAP grant for a new truck. SG working to provide all info needed for grant.
 - d. Glass Recycling – CS reported that first recycling committee meeting was informative. County initiative for glass crusher being explored.
 - Washington Street-partly paved and improved – Handicap Corners to be installed before paving – Spring – Corners are completed – on schedule to pave, 2023
 - German Street - pave Princess to Mill Street – going East – work planned for 2023
 - Re-do Crosswalk decals – Partly completed
 - Inspect German St. at crossing of “Town Run” – Bridge Crew to assess – no report.
- No update.
- e. Sidewalk Survey – On-going repair work. Corner of High St. and Mill St. needs work. FW working on these issues. Special PW meeting re sidewalks to be scheduled.
 - f. FEMA Study – To be completed by Sept. 1, 2023.
 - g. Market House – SG reported asbestos eval has been completed. Visitor’s Center plans to move in next spring.
 - h. Stormwater – St. Agnes Catholic Church + Shepherd Village – Grant awarded and report being prepared. JA reported that JSB is taking steps regarding lot runoff into Town Run. Town might consider updated regs for runoff into Town Run?
 - i. Directional Signs – Wayfinding Group is close to wrapping up its work. Signs have new design. AB to send mock ups.
6. Mayor’ Report.

CS to schedule zoom meeting with Shentel.

Tobacco Warehouse – put back on Agenda to begin exploring ideas.

7. Adjournment: MA motion to adjourn, second by CS, approved.

From: [Arthur Auxer III](#)
To: [Amy Boyd](#)
Subject: Fw: Encouraging Shepherdstown to "Go Purple" in Support of Addiction Recovery
Date: Tuesday, August 1, 2023 10:48:26 PM
Attachments: [Proclamation_Martinsburg-Goes-Purple-2023 \(1\).doc](#)

Town council

[Sent from Yahoo Mail for iPad](#)

Begin forwarded message:

On Tuesday, August 1, 2023, 7:20 PM, Mara Bauserman <mara@blueumbrellamarketing.com> wrote:

Dear Mayor Auxer and Town Council Members -

As a concerned resident and advocate for addiction recovery support, I am writing to express my strong belief in the significance of our community taking part in the "Go Purple" initiative, being led by Tara Mayson of The Hope Dealer Project. By embracing this program, Shepherdstown can make a profound impact on the lives of those battling addiction and foster an atmosphere of compassion, understanding, and hope.

Addiction is a pressing issue that touches the lives of numerous individuals, families, and communities across the country. The devastating effects of substance abuse can tear apart families, hinder personal growth, and strain local resources. As a forward-thinking city, I believe that it is our duty to stand together and support those on the path to recovery.

The "Go Purple" initiative has proven to be an effective and engaging way to promote addiction recovery awareness in various communities. By encouraging local businesses, schools, government offices, and public spaces to incorporate purple-themed events, decorations, and awareness campaigns, we can unite our city in the fight against addiction.

Here are a few key reasons why I believe Shepherdstown should participate in the "Go Purple" initiative:

Raising Awareness: By "going purple," we will send a strong message of support to those in recovery, demonstrating that our city stands with them and values their journey toward wellness.

Reducing Stigma: Embracing the initiative will help break down the stigma

associated with addiction, making it easier for individuals to seek help and support without fear of judgment.

Community Unity: When we come together as a community to support addiction recovery, we create an atmosphere of acceptance, empathy, and inclusivity, which can foster positive change.

Inspiring Change: "Going purple" will not only create a powerful impact locally but may also serve as an example for neighboring cities, encouraging them to join the movement as well.

Supporting Recovery Resources: The initiative can also raise funds for addiction recovery programs, treatment centers, and support services, ensuring that those seeking help have access to the resources they need.

As an early adopter, "Martinsburg Goes Purple" has been endorsed by the Mayor in a proclamation, which you can review as it is attached. Our goal as a board is to migrate this initiative to the "Panhandle Goes Purple" over the next few weeks as more municipalities throughout the tri-county region join our efforts.

I am confident that with your leadership and the support of our Town Council, we can make a significant difference in the lives of those affected by addiction. By joining the "Go Purple" initiative, Shepherdstown will position itself as a caring and proactive community, dedicated to helping its residents lead healthier and more fulfilling lives.

I kindly request that you consider advocating for and implementing this initiative in our city. I am more than willing to lend my support and collaborate with any efforts to make this a reality. Together, we can create a positive and lasting impact on the lives of countless individuals and families.

If you agree to proceed with this proclamation, we will customize the proclamation, press release and messaging to showcase your adoption of this campaign. Thank you for your time and consideration. I eagerly await your response and look forward to witnessing the positive change that "Going Purple" can bring to our beloved Shepherdstown.

Link to recent article: [Martinsburg first to "Go Purple" for National Recovery Month | Journal-news | journal-news.net](https://journal-news.net/journal-news/martinsburg-first-to-go-purple-for-national-recovery-month/)

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Mara Bauserman
Chief Marketing Maven
304-279-3951
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PROCLAMATION
"Martinsburg Goes Purple"
September 2023

WHEREAS National Recovery Month is held every September to increase awareness and understanding of mental and substance use disorders, and to celebrate those in recovery for their strength and perseverance; and

WHEREAS the color purple has been used to symbolize the struggle taking place in communities across the Country as individuals, families, health care providers, and law enforcement agencies face the growing crisis of opioid abuse; and

WHEREAS the Martinsburg Goes Purple movement was founded by Tara Mayson, Founder and Executive Director of The Hope Dealer Project, to raise awareness, and to support, inspire and empower those affected by substance use disorder; and

WHEREAS Martinsburg Goes Purple is an awareness campaign focused on prevention, treatment, and recovery resources available in the community, and will emphasize the role local agencies play in combating this epidemic; and

WHEREAS Martinsburg Goes Purple strives to promote conversations around the dangers of substance misuse and abuse and encourages the community to take a stand against it.

NOW THEREFORE, I, Kevin Knowles, Mayor of the City of Martinsburg, in the state of West Virginia, do hereby proclaim the month of *September 2023* to be **"MARTINSBURG GOES PURPLE"** in the city of Martinsburg and call upon the people of Martinsburg to observe this month with appropriate programs, activities, and ceremonies. The City of Martinsburg encourages the community to wear purple, light up your homes or businesses with purple lights, tie a purple ribbon on your tree, fence or door, make a purple heart display, or get creative and display purple another way.

IN WITNESS WHEREOF, I Kevin Knowles, Mayor of Martinsburg have hereunto affixed my hand and caused the Seal of the City of Martinsburg, West Virginia to be affixed the 13th day of July 2023.

Attest:

Kevin Knowles, Mayor

Gena Long, City Recorder