

**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](mailto: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, March 12, 2024

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 February 13, March 5, 2024
3. **Public Comment Period**
  - a. Persons who have registered to address Town Council.
4. **Public Hearings**
  - a. First Reading To An Ordinance To Enact Chapter 8, Title 8 Of The Code Of Shepherdstown As The Special Events Ordinance
  - b. First Reading To An Ordinance Re-Enacting Section 12b-202 Of Chapter 2, Title 12b Of The Code Of Shepherdstown, West Virginia, To Revise The Penalties And Blood Alcohol Concentration Limit
5. **Visitors**
6. **Unfinished Business**
  - a. Market House Update

- b. Website Update
- c. Jay Hurley Last Will and Devise to the Town – Discussion/Action

## **7. Old Business**

## **8. New Business**

- a. Event Requests- Discussion/Action
  - \* Station of Shepherdstown – Spring Parade – March 30, 2024
  - \* O’Hurley’s General Store – Memorial for Jay Hurley – April 6, 2024
  - \* Shepherdstown Music & Dance/Morris Dancers - May 5, 2024
- b. Shepherdstown Public Library – Board of Trustees Member Recommendations – Discussion/Action
- c. Community Club – “Raising the Roof” – Donation request – Discussion/Action
- d. Jefferson County Parks and Recreation – 4<sup>th</sup> of July funding request - Discussion/Action

## **9. Reports of Committees**

### **A. Finance Committee**

- 1. No meeting in February 2024
- 2. Recommendations: NONE
- 3. Review and approval of General Fund Financials

### **B. Parking Committee**

- 1. No meeting in February 2024
- 2. Recommendations: NONE

### **C. Police Committee**

- 1. No meeting in February 2024
- 2. Recommendations: NONE

### **D. Public Works Committee**

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

### **E. Parks and Recreation Committee**

- 1. Meeting minutes of February 2024 – not yet available
- 2. Recommendations: NONE

**F. Grants Committee**

1. No meeting in February 2024
2. Recommendations: NONE

**G. Age Friendly Committee**

1. No meeting in February 2024
2. Recommendations: NONE

**H. Personnel Committee**

1. Meeting minutes of February 2024 – not yet available
2. Recommendations: NONE

**I. Recycling Committee**

1. No meeting in February 2024
2. Recommendations: NONE

**10. Report of Commissions and Boards**

**A. Tree Commission**

1. No meeting in February 2024
2. Recommendations: NONE

**B. Water and Sanitary Board**

1. Meeting minutes of January 2024
2. Recommendations:
  - a. Reappointment of members – Water Board – Mike Godfrey, Sue Kemnitzer / Sanitary Board – Harvey Heyser

**C. Historic Landmarks Commission**

1. Meeting minutes of February 2024 - not yet available
2. Recommendations: NONE

**D. Planning Commission**

1. Meeting minutes of February 2024 – not yet available
2. Recommendations: NONE

**E. Board of Appeals**

1. None

## **11. Mayor's Report**

## **Town Council Meeting Minutes**

**Tuesday, February 13, 2024**

**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, with Marty Amerikaner calling in from 6:30 p.m. - 7:00 p.m.

**Absent:** Cheryl Roberts

**Staff:** Town Administrator Stephanie Grove and Chief of Police Mike King.

**Visitors:** Dick Myers, Frank Hill Esq., Amanda Farone, Ross Morgan, Mary Buffington, Genevieve Laughen, Natalie Grantham, and Steve and Harriett Pearson

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

Call to order by Mayor Auxer at 6:31 p.m.

Approval of the Town Council Meeting Draft Minutes of January 9 and January 24, 2024.

**C. Stroeck - move to approve Town Council Draft Minutes of January 9, 2024. Second by L. Rampy. No objections noted.**

**C. Stroeck - move to approve Town Council Draft Minutes of January 24, 2024. Second by L. Rampy. No objections noted.**

**Agenda Item 3 – Public Comment Period:**

- a. Persons who have registered to address Town Council.

**Agenda Item 4 – Public Hearings:**

- a. None

**Agenda Item 5 - Visitors:**

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

- a. Dick Myers - Jefferson County Hazard Mitigation Plan Update - Discussion/Action

D. Myers - explained the Hazard Mitigation Plan to the Council with the changes. Municipalities now have to participate. A grant was

received. He touched on the basics that have changed as the document is 750 pages.

The top 3 are:

Public Health Crisis

Cyber Terrorism

Utility Interruption

More specifically for Shepherdstown pertains to structures, design for the new water plant, and planting vegetation.

**L. Robertson - move to adopt the Jefferson County Hazard Mitigation Plan. Second by J. Haynes. No objections noted.**

b. Ross Morgan - Shepherdstown Volunteer Fire Department - Letter of request to bill citizens and residents within the corporate limits - Discussion/Action.

R. Morgan - explained the desire to bill the citizens of the Corporation of Shepherdstown for fire department services. The bill would go directly to the insurance company. If no insurance, the bill will not be pursued. It is standard for the fire dept. to collect insurance information on a call.

L. Robertson - this is different from the Ambulance Fee currently collected?

R. Morgan - yes

C. Stroeck - have you reached out to the Jefferson County Commission? And, will this impact their insurance rates?

R. Morgan - have been trying to get on their agenda, and am not sure about the insurance rate impact.

S. Grove - you would think that the county would cover each municipality.

L. Robertson - would like to wait to see what the County Commission has to say first.

C. Stroeck - has read it and it clearly states the County should wait in first. He'd be more comfortable seeing what comes from the Commission.

Everyone was in agreement with C. Stroeck.

c. Frank Hill - Jay Hurley Last Will and Devise to the Town - Discussion/Action

F. Hill - represents Jay Hurley's Estate. The Will reads that Jay would like the town to receive the 2 1/2 acres on the eastern side of Mill Street with provisions. The express purpose is to be used as a public park to be called the "M.G. Hurley Memorial Park".

To formalize this the town has 6-months from his death to act upon it.

The current tenants have 2-years on site before having to vacate. There are 7 trailers there now.

If the town doesn't want it, the property will go to four other people.

If the town accepts, the property will be designated as a park for 30-years. After that, it can be sold with the income designated to help maintain our parks and possibly others.

There are two separate parcels. The parcel with all of the wooden buildings, stacks of lumber, and various metal does not convey. 95% of the land is already within the corporate limits. Jay put a lot of thought into this for the town. Council is welcome to go and walk around the property.

Mayor - we will need to have a special meeting to discuss our options.



### **Agenda Item 6 – Unfinished Business:**

- a. Market House Update - Contract - forthcoming - Discussion/Action

S. Grove - we just received the contract and the price breakdown late this afternoon and she forwarded it to Council.

**C. Stroeck - moved to recommend putting the contract on for the March agenda. Second by L. Rampy. No objections noted.**

- b. Website Update -

Mayor - it's coming along. There is another meeting about it Thursday.

### **Agenda Item 7 – Old Business:**

- \_\_\_\_\_ a. None

### **Agenda Item 8 – New Business:**

- \_\_\_\_\_ a. Event Requests -

\* Natalie Friend Grantham - 2024 - Farmers Market - Discussion/Action

N. Grantham - requesting the market behind the Market House every Sunday from 3/24 -12/22. The market hours are from 9a.m. - 1 p.m. with music weather permitting.

L. Robertson - inquired if they would be better suited on N. King St in front of town hall between German and Old Queen's Alley? There is better visibility for those looking for the market. Although there is

an incline on the street, vendors have no issues with setting up for other events. And, it does not impact any residents every Sunday. Just a thought.

N. Grantham - has concerns that there isn't enough room and items will roll off the tables with the incline. She will check the dimensions.

**J. Haynes - move to approve the Farmers Market. Second by C. Stroeck. No objections noted.**

\* Amanda Farone - Experience Shepherdstown - March 30 -Easter Egg Hunt with street closure

A. Farone - would like to close N. King St from German to Old Queen's Alley. The Easter Egg hunt will be on McMurran Lawn.

**L. Robertson - move to approve the road closure for the Easter Egg Hunt March 30, 2024. Second by C. Stroeck. No objections noted.**

b. Proposal of "An Ordinance to Enact Chapter 8, Title 8 Of The Code Of Shepherdstown As The Special Events Ordinance" - Discussion/Action

Chief - we've had some late notices on some events and it can be a hardship on the officers. We are looking for more advance notice. Sometimes we are notified by someone seeing a call for a gathering on social media.

M. Amerikaner via phone - there are some questions regarding political gatherings and what does a "spontaneous event" really mean?

L. Robertson - we have a quite a few vigils on very short notice. They need an application when it might be thrown together that day or the day before?

C. Stroeck - this stills needs some work.

### **Agenda Item 9 – Reports of Committees:**

**A. Finance Committee:**

1. No Meeting January 2024
2. Recommendations: None
3. Review and approval of General Fund Financials -

S. Grove - November and December are in the report. She explained the budget and noted that video lottery was way down due to the Rt. 340 road closure.

**L. Rampy - move to approve the General Fund Financials. Second by J. Haynes. No objections noted.**

**B. Parking Committee:**

1. No meeting January 2024
2. Recommendations: None

**C. Police Committee:**

1. No meeting January 2024
2. Recommendations: None

**D. Parks and Recreation Committee:**

1. No meeting January 2024
2. Recommendations: None

**E. Public Works Committee:**

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

**F. Path Advisory Committee**

1. No meeting January 2024
2. Recommendations: None

**G. Grants Committee**

1. No meeting January 2024
2. Recommendations: None

**H. Age Friendly Committee**

1. Meeting minutes of February 2024
2. Recommendations: None

**I. Personnel Committee**

1. Meeting minutes of January 2024
2. Recommendations:

Endorse the proposal of the Town Administrator regarding the creation of the position for Interim Director of Public Works -  
Discussion/Action

L. Robertson - I'd like to talk about this in Executive Session as Frank is still working part-time.

All audience members in the meeting vacated with the exception of S. Grove, Town Administrator.

**C. Stroeck - move to enter into Executive Session at 7:30 p.m. citing WV Code 6-9A-4(b)-(2)(A). Second by L. Robertson. No objections noted.**

**L. Robertson - move to come out of Executive Session at 7:37 p.m. citing WV Code 6-9A-4(b)-(2)(A). Second by L. Rampy. No objection noted.**

**J. Recycling Committee**

1. No meeting in January 2024

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

**A. Historic Landmarks Commission:**

1. Meeting minutes of January 2024
2. Recommendations: None

**B. Planning Commission:**

1. Meeting minutes of January 2024
2. Recommendations: None

**C. Tree Commission**

1. No meeting January 2024
2. Recommendations: None

**D. Water and Sanitary Board:**

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

**E. Board of Appeals**

1. None

**Agenda Item 11 - Mayor's Report:**

- \* Go to the Visitor's Center and the Shepherdstown Historic Museum  
- docents are needed, they need a commitment of 3-hours minimum -  
keep on report
- \* If you'd like to be included on the email list, you can go to the  
website to sign up or contact the Town Clerk, Amy Boyd - keep on  
report

**L. Ramey – move to adjourn at 7:38 p.m. Second by C. Stroeck. No  
objections noted.**

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

AN ORDINANCE TO ENACT  
CHAPTER 8, TITLE 8 OF THE CODE OF SHEPHERDSTOWN  
AS THE SPECIAL EVENTS ORDINANCE

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Title 8 of the Code of Shepherdstown is hereby amended by adding Chapter 8, entitled the “Special Events Ordinance” to establish the application for a special events permit. Accordingly, Chapter 8, Title 8 of the Code of Shepherdstown shall read as follows:

TITLE 8

Chapter 8 – Special Events Ordinance

Section 8-801 – Definitions:

As used in this Chapter, the following terms have the following meanings:

- (a) “Aggrieved Person” shall mean a person who can demonstrate a specific, personal and legal interest in the final decision of an application for a permit issued under this ordinance, as distinguished from a general interest, such as is the concern of all members of the community, and which interest would be specifically and personally prejudiced by the decision or benefited by its reversal.
- (b) “Applicant” shall mean the authorized agent of the sponsor who completes the application and acts as a primary contact for the special event.
- (c) “Application fee” shall mean the non-refundable fee, as determined by the Shepherdstown Town Council, payable by applicant for the review of a special events application.
- (d) “Annual Event” shall mean an event recurring each year at approximately the same date and time, which has previously complied with the permit requirements.
- (e) “Town Funded Event” shall mean an event for which the Corporation of Shepherdstown engages full financial responsibility.
- (f) “Town Co-Funded Event” shall mean an event for which the Corporation of Shepherdstown provides a portion of financial support as determined by the Shepherdstown Town Council.
- (g) “Town Services” shall mean those services provided by various departments of the Corporation of Shepherdstown, which may include, but are not limited to police protection, placement and removal of barricades and collection of refuse.

- (h) “Closed Route” shall mean a route along or across a public right of way on which nonemergency vehicular traffic is not permitted to proceed for the entire duration of a special event.
- (i) “Event Participants” shall mean a person or persons in attendance at an event, including, but not limited to, spectators, vendors, event staff, Town staff and any others present for the purpose of the event.
- (j) “Farmer’s Market” shall mean an organized group that utilizes a street or parking lot to sell merchandise, food items and various agriculturally related items or products.
- (k) “Parade” shall mean any march, demonstration, procession or motorcade consisting of people, animals or vehicles, or a combination thereof, upon the streets, sidewalks or other public areas within the Town with an intent or likely effect of attracting public attention and interfering with, or having a tendency to interfere with, the normal flow or regulation of pedestrian or vehicular traffic upon the streets, sidewalks or other public property
- (l) “Permit” shall mean written permission for assembly, parade, or use of public facilities issued pursuant to this Chapter.
- (m) “Processional Event” shall mean any event that is non-stationary and continues in a processional manner through town, such as a parade, march, race, etc., and requires the closure of multiple streets or multiple blocks on the same street.
- (n) “Public Assembly” shall mean any meeting, march, demonstration, picket line, rally, or gathering of 25 or more persons for a common purpose as a result of prior planning that affects or may reasonably be expected to affect the normal flow or regulation of pedestrian or vehicular traffic upon the streets or other public facility, other than a park or recreational building or facility.
- (o) “Public Facility” shall mean a building, structure, place or other location or area which a person may seek to utilize for purposes other than the normal and usual governmental operations of the Town, but excludes a public park and recreational facility.
- (p) “Rental Fee” shall mean a fee for the use of Town-owned property for an event, which may or may not include provisions for utilities.
- (q) “Rolling Closure Route” shall mean a street, sidewalk, trail, walkway or other right-of-way which is closed to accommodate an event, where, as the event passes, the right-of-way is reopened for general public use.
- (r) “Special Event” shall mean any activity or event, such as a parade, entertainment or sporting event, street closure, farmers market, public demonstration or assembly, amusement, cultural recognition, festival, street fair or any other situation where there is need for the control of traffic and crowds or prevention of crime and which is usually scheduled in advance, allowing for planning or required police services prior to the event.



- (s) “Spontaneous Public Event” shall mean any unplanned or unannounced coming together of people, animals or vehicles in a peaceful parade or public assembly which is not contemplated beforehand by any participant therein and which is caused by or in response to unforeseen circumstances or events occasioned by news or affairs coming into public knowledge within five (5) days of such parade or public assembly.

Section 8-802 – Permit Required:

The Town Council hereby finds as follows:

- 1) It shall be unlawful for any person to conduct or participate in any parade, public assembly or special event unless a written permit has been issued in accordance with the provisions of this ordinance.
- 2) The provisions of this permit shall not apply to the following:
  - a) Spontaneous public events;
    - (i) Written notice shall be provided to the Shepherdstown Police Department for any Spontaneous Public Event at least forty-eight (48) hours prior to said Spontaneous Public Event.
  - b) Recreational activities, including jogging or walking, which do not require closing of public streets or other rights-of-way and that do not interfere with, or have a tendency to interfere with, the normal use of any public property in a place open to the general public;
  - c) Funeral processions;
  - d) Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of proper school authorities;
  - e) The United States Army, Navy, Marine Corps, Coast Guard, or any other branch or organization under the direction of the United States Armed Forces; the military forces of West Virginia or the police and fire division of the Corporation of Shepherdstown, Jefferson County, or State of West Virginia, acting in official capacity;

- f) A governmental agency/agencies acting within the scope of its functions;  
or
  - g) Town owned property under the regulation and maintenance of Jefferson County Parks and Recreation.
- 3) Applicants requesting a Special Event Permit are required to submit a completed Application for Special Event Permit, along with a twenty-five dollar (\$25.00) non-refundable application fee payable to the Corporation of Shepherdstown for review and processing, at least thirty (30) days prior to the date of proposed event. Other fees may be applicable, in accordance with Title 809, and are subject to adjustment.
- 4) All applications must be received by the Corporation of Shepherdstown, either by mail, electronic mail, fax or delivery in-person, no later than thirty (30) days before the proposed event.
- 5) The application must be filled out, in its entirety, and shall provide all relevant information, including but not limited to, alternatives for location, route, date, and time.
- 6) As a condition of the Special Event Application, all applicants are responsible for providing a specific and accurate representation of the proposed event so that the Corporation of Shepherdstown may accurately identify the required level of services, including but not limited to, Police, Emergency Services and Public Works.
- 7) Preferred Routes may be suggested by the Town for parades and some other processional events, and applicants are asked to review and consider these routes. The Town reserves the right to adjust the routes when conditions or events create a situation in which a preferred or requested route is unavailable.
- 8) The Town reserves the right to deny any permit application sponsored or affiliated with a person or organization not in good standing with the Town, specifically in regard to outstanding fees, taxes, or other obligations.
- 9) Events are required to conform to all other applicable Town ordinances and policies, including but not limited to, signage, zoning, noise and nuisance ordinances.

Section 8-803 – Issuance or Denial of Permit:

- (a) All applications will be reviewed by the applicable department heads (Chief of Police, Planning Department, Public Works, Town Administrator, etc.) and forwarded to Town Council or designee for final approval. The Town may set any conditions and fees for service or deposits, in accordance with policy, with the understanding that all conditions and fees must be satisfied within fifteen (15) calendar days prior to the event.
  
- (b) Upon review of comments, concerns and recommendations of applicable Department Heads, the Town Administrator or designee shall present a final recommendation to the Town Council, and Council may approve the permit if the event is determined to be unlikely to endanger the public health, welfare or safety and applying the following criteria:
  - 1. The time, duration, route and size of the event will not unreasonably interrupt the safe and orderly movement of vehicular or pedestrian traffic or the normal use of public property in a place open to the general public; and
  - 2. The time, duration, route, size and proposed activities of the event will not be scheduled to overly burden any one neighborhood or street on a consistent basis or cause or tend to cause an unreasonable disturbance to adjacent property owners or tenants including, but not limited to, noise, light and traffic; and
  - 3. The event is not of such a nature that it will require diversion of so great a number of police and fire/EMS personnel to properly police the line of movement in the areas contiguous thereto as to impair the normal protection of the remainder of the Town; and
  - 4. The applicant has, where appropriate, designated monitors sufficient to control the orderly conduct of the event in conformity with such permit; and
  - 5. The conduct of the event will not unduly interfere with the proper fire, ambulance and police protection or service to the remainder of the Town or is likely to unreasonably disrupt other public services and protection normally provided to the Town; and

6. The event will not interfere with another event for which a permit has been granted or cause irreconcilable interference with previously approved or scheduled construction, maintenance or other activities; and
  7. The event proposed will not violate, and will conform, with all applicable Federal, State and local regulations and laws governing the proposed event; and
  8. If alcoholic beverages will be served at the event, the applicant must comply with all applicable provisions of the State Code and local ordinances pertaining to serving and consumption of alcoholic beverages. Additionally:
    - (i) the applicant may be required to demonstrate that adequate measures have or otherwise will be taken to ensure the safety of persons who may have become impaired or intoxicated at the event; and
    - (ii) the applicant may be required to demonstrate that adequate measures have or otherwise will be taken to ensure that underage persons are not served or permitted to consume alcoholic beverages at the event; and
    - (iii) no permit shall be issued to any applicant where alcohol is to be served upon any property or in any facility where alcohol is otherwise prohibited by any other statute.
- (c) For special events or public assemblies, such as a Farmer's Market or monthly reservation, held on a regular or recurring basis at the same location, an application for an annual permit covering all such assemblies may be filed with the Town Administrator or designee at least sixty (60) days prior to the first scheduled event. The application will then follow the heretofore described review and approval process.
- (d) If two or more applications are submitted requesting a permit for events to be held at the same time and place, the application first filed shall be first considered, and will be granted if it meets all requirements of this ordinance
- (e) In the event that the any application is denied by Town Council, the Town Administrator or designee will promptly mail to the applicant a notice of action which will contain the reasons for denial and notify the applicant of the right to appeal pursuant to Section 8-806.

- (f) Nothing in this ordinance shall permit the Town Council to deny a permit based upon political, social or religious grounds or reasons or based upon the content of views expressed.
- (g) The Town Administrator, or designee, under the direction of the Town Council, may authorize the conduct of an event on a date, at a time, at a place or over a route, different from that originally proposed. Any applicant desiring to accept an alternate permit shall file a written notice of acceptance with the Town Administrator. Any alternate permit shall conform to all requirements of this ordinance and shall have the same effect as any other permit issued therein.

#### Section 8-804 – Compliance; Penalties:

Every person or organization to whom a permit is issued under this ordinance shall substantially comply with all permit terms and conditions and with all applicable laws and ordinances. The person heading or leading the event shall carry the permit upon his or her person at all times during the conduct of the event, and shall show the permit when requested to do so. Any violation of this Ordinance will be punishable by a fine of up to \$500.00.

#### Section 8-805 – Revocation of Permit:

- (a) The Town Administrator or designee, with or without order of Town Council, shall have the authority to revoke any permit issued to this article if any information supplied by the applicant is discovered to be substantially false or intentionally misleading or if any term, condition, restriction or limitation of the permit has been substantially violated and if there is any continued violation of the terms, conditions, restrictions or limitations after the applicant or anyone working in concert with the applicant has been notified, in writing or otherwise, of a violation of the permit by a representative of the Corporation of Shepherdstown or an appropriate law enforcement official.
- (b) The Town Administrator or designee, with or without order of Town Council, shall have the authority to alter or cancel an event at any time due to unforeseen circumstances. If the event is cancelled by the Corporation of Shepherdstown due to unforeseen circumstances, permit application rental fees will be reimbursed and fees for Town services will be prorated and refunded, based on services rendered prior to notification of the cancellation. Any expenses incurred by the applicant relating to the

event will not be the liability of the Corporation of Shepherdstown. The application fee is non-refundable.

- (c) The Town Administrator or designee may authorize the refund of any rental fees or other fees for Town services not utilized in the event that the applicant is unable to hold or conduct the event due to inclement weather or some other cause not within the applicant's control. The request for such refund must be received by the Town Administrator or designee within ten (10) days of the scheduled event date. The application fee is non-refundable.

#### Section 8-806 – Appeal:

- (a) Any aggrieved person, having been denied a permit under the terms and conditions of this ordinance, or by the revocation of a permit after one has been issued, may present an amended request, which will be reviewed as a new request and must meet all heretofore conditions and deadlines
- (b) The decision of the Town Administrator or designee may be appealed to the Shepherdstown Town Council and the decision of the Shepherdstown Town Council may be appealed to the Circuit Court of Jefferson County, in accordance with the laws of the State of West Virginia.
- (c) In any appeal under this section, the Corporation of Shepherdstown shall have the burden of demonstrating that the denial of the permit was justified under the terms and conditions of this ordinance.

#### Section 8-807 – Public Conduct During Parades, Demonstrations and Assemblies:

- (a) No person shall unreasonably hamper, obstruct, impede or interfere with any event or with any person, vehicle or animal participating or used in an event for which a permit has been issued in accordance with the provision of this ordinance.
- (b) No driver of a vehicle shall drive between the vehicles, persons or animals comprising a parade, special event, public assembly or funeral procession except when otherwise directed by a police officer. This shall not apply to authorized emergency vehicles.
- (c) The Chief of Police, or his or her designee, shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along the public streets or rights-

of-way constituting a part of the route of a parade, demonstration or assembly. The Chief of Police, or his designee, shall post signs to such effect and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

- (d) Loud speakers and/or amplification devices are prohibited unless specifically approved as part of the Permit Application.

Section 8-808 – Indemnification and Insurance Requirements:

- (a) The applicant shall indemnify and hold harmless the Corporation of Shepherdstown, its officers, agents, employees and volunteers from any and all claims, causes of actions, penalties, losses, expenses (including reasonable attorney's fees) and any other liability for injuries or damages to persons or property resulting from the special event which occurred by the omissions or authorized acts of the applicant
- (b) If the Town incurs any costs as a result of the applicant's failure to comply with any provisions, or if the Town property is destroyed or damaged by reason of a special event, the applicant shall reimburse the Town for its actual costs, including the actual repair or replacement cost of the property. The Town may retain any deposit or portion thereof as full or partial reimbursement for any such damage.
- (c) General liability insurance coverage, in the amount of \$1 million per instance and \$2 million aggregate, may be required before an event and maintained throughout the duration of the event, including set-up and dismantle periods. The Corporation of Shepherdstown is to be named as an additional insured.
- (d) The Town reserves the right to recommend a higher amount of required insurance depending on the proposed activity.
- (e) Requested use of rights-of-way or property owned by entities or persons other than the Corporation of Shepherdstown may require additional approvals, conditions or indemnification and insurance. The Corporation of Shepherdstown shall contact state and county agencies when necessary. Approval of private property owners for use of rights-of-ways and property is the sole responsibility of the applicant.
- (f) No applicant shall be required to comply with the insurance requirement of this section if the activity proposed for the special event is protected by the First Amendment to the United States Constitution and the applicant produces evidence that complying with the insurance provision is impossible or so financially burdensome that it would preclude the special event from occurring.

- (g) All events are subject to the requirement to successfully pass all fire, life safety and building safety inspections when applicable

Section 8-809 – Fees:

- (a) Fees may be assessed on events which require additional Town services as follows:
1. Police Fees—not less than \$35 per hour or partial hour worked, per officer, as set or adjusted by the Town Administrator or Town Clerk.
  2. Public Works—not less than \$9 per hour or partial hour worked, per laborer, including time requested or deemed necessary for set up and/or clean up and not less than \$150 per hour for equipment as set or adjusted by the Town Administrator or Town Clerk.
- (b) Additional fees for Town Service may be waived for all Town Funded Events and Town Co Funded Events
- (c) Application Fee—not less than \$25 per application, with each date constituting one application in the event of a recurring event except that a single multi-day event (example—an event taking place on a Friday and the immediately following Saturday) shall be considered one event. The application fee is subject to adjustment by the Town Administrator or Town Clerk.
- (d) The need for Town services is determined by applicant request or staff recommendation and ultimately approved by Town Council

Section 8-810 – Severability:

If any part of provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of the Chapter, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Chapter are severable.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



Adopted: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Recorder

**From:** [Chazz Printz](#)  
**To:** [Amy Boyd](#)  
**Cc:** [Arthur J. Auxer III \(jimauxer@yahoo.com\)](#); [Mike King](#); [Stephanie Grove](#); [Hannah French](#)  
**Subject:** Amended Ordinance Section 12B-202 for the Mar.12 Meeting  
**Date:** Friday, March 8, 2024 9:47:17 AM  
**Attachments:** [REVISED Section 12b-202 Driving Suspended and DUI\(16655657.1\).doc](#)

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Amy-

Please include the attached amended ordinance in Council's packet and place it on the agenda for the March 12 regular meeting for a first reading, along with this email of explanation.

Section 12B-202 is being amended in two ways. First, per W.Va. Code § 17B-4-3, the blood alcohol concentration for driving under the influence of alcohol is now eight hundredths of one percent by weight. The Town's ordinance stated ten hundredths of one percent, which was the prior standard. The title of the ordinance and parts (b) and (c) are revised to conform to State law. Second, per Chief King's request, for second offense driving with a suspended or revoked license, the penalty is a flat \$500 and is no longer a range from \$100 up to \$500. The fine at the highest level is imposed because the mandatory jail sentence language was removed. For a third offense, the Town's ordinance does not apply as it is exclusively a State law violation.

Let me know if there are any questions.

Chazz

**Charles F. Printz, Jr.**

Bowles Rice LLP

[cprintz@bowlesrice.com](mailto:cprintz@bowlesrice.com)

101 S. Queen Street | Martinsburg, WV 25401

Tel: (304) 264-4222 | Fax: (304) 267-3822

Bio | vCard

**Bowles Rice**

CONFIDENTIAL AND PRIVILEGED: This e-mail is confidential and privileged, and intended only for the review and use of the addressee(s). If you have received this e-mail in error, please notify the sender at (304) 264-4222 or by e-mail at [cprintz@bowlesrice.com](mailto:cprintz@bowlesrice.com). Thank you.

**AN ORDINANCE RE-ENACTING  
SECTION 12B-202 OF CHAPTER 2, TITLE 12B  
OF THE CODE OF SHEPHERDSTOWN, WEST VIRGINIA, TO REVISE THE  
PENALTIES AND BLOOD ALCOHOL CONCENTRATION LIMIT.**

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Chapter 2 of Title 12B of the Shepherdstown Code is hereby amended by amending and re-enacting Section 12B-202, entitled “Driving while license suspended or revoked; driving while license revoked for driving under the influence of alcohol, controlled substances or drugs, or while having alcoholic concentration in the blood of eight hundredths of one percent or more, by weight, or for refusing to take secondary chemical test of blood alcohol contents,” to revise the penalties and to conform the blood alcohol concentration with the State statute. Accordingly, there is re-enacted Section 12B-202 of Chapter 2 of Title 12B to read as follows:

**Section 12B-202: Driving while license suspended or revoked; driving while license revoked for driving under the influence of alcohol, controlled substances or drugs, or while having alcoholic concentration in the blood of eight hundredths of one percent or more, by weight, or for refusing to take secondary chemical test of blood alcohol contents.**

(a) Except as otherwise provided in subsection (b) or (d) of this section, any person who drives a motor vehicle on any public highway of this town at a time when his or her privilege to do so has been lawfully suspended or revoked by the State of West Virginia or any other jurisdiction is, for the first offense, guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than one hundred dollars nor more than five hundred dollars; for the second offense, the person is guilty of a misdemeanor and, upon conviction thereof, shall be fined five hundred dollars; for the third or any subsequent offense, the person shall be charged with a violation of § 17B-4-3(a) of the West Virginia Code, as amended.

(b) Any person who drives a motor vehicle on any public highway of this town at a time when his or her privilege to do so has been lawfully revoked for driving under the influence of alcohol, controlled substances or other drugs, or any combination thereof, or for driving while having an alcoholic concentration in his or her blood of eight hundredths of one percent or more, by weight, or for refusing to take a secondary chemical test of blood alcohol content, shall be charged with a violation of § 17B-4-3(b) of the West Virginia Code, as amended.

(c) Any person who drives a motor vehicle on any public street or highway of this town at a time when his or her privilege to do so has been lawfully suspended for driving while under the age of twenty-one years with an alcohol concentration in his or her blood of two hundredths of one percent or more, by weight, but less than eight hundredths of one percent, by weight, is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than fifty dollars nor more than five hundred dollars.

Authority: W. Va. Code § 17b-4-3

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

RECEIVED  
2-5-24

D. FRANK HILL, III  
ATTORNEY AT LAW  
POST OFFICE BOX A  
SHEPHERDSTOWN, WEST VIRGINIA 25443

D. FRANK HILL, III (WV & MD BAR)

136 E. GERMAN STREET  
THE PHARMACY BUILDING  
(304) 876-9333

February 2, 2024

Charles F. Printz, Jr., Esq.  
Bowles Rice LLP  
P.O. Box 1419  
Martinsburg, WV 25402

Re: Estate of Garland J. Hurley / Town of Shepherdstown

Dear Chazz:

I am writing on behalf of the above-captioned Estate.

Garland J. Hurley ("Jay") died a resident of Jefferson County on November 25, 2023.


Jay's Last Will And Testament (the "Will"), executed on August 14, 2023, was admitted to probate and recorded in the Jefferson County Clerk's office on December 13, 2023 in Will Book 39, page 159, a copy of which is provided with this letter.

Subject to certain conditions, Article Seven (page 11) of the Will devised certain real estate to the Town of Shepherdstown for the express use as a public park.

Last week I met with Mayor Auxer and informed him of this matter, and he asked that I provide you with a copy of the Will. In addition, the Mayor requested that I attend the next meeting of the Council (February 13) to acquaint the members with the matter. The Estate's Executrix, Genevieve A. O'Loughlin, is expected to attend the meeting with me.

I would welcome the opportunity to speak with you should you have any questions or otherwise, and I look forward to working with you to effect this gift and transfer.

Sincerely,

  
D. Frank Hill, III

Enclosure as stated

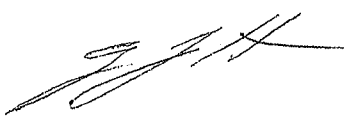
cc: Mayor Arthur J. Auxer (w/copy of Will)  
Genevieve A. O'Loughlin, Executrix

LAST WILL AND TESTAMENT  
OF  
GARLAND JAY HURLEY

I, Garland Jay Hurley (also known as G. Jay Hurley), a resident of Jefferson County, West Virginia, being of sound and disposing mind and capable of executing a valid deed or contract, do hereby make, publish, and declare this to be my Last Will and Testament, hereby revoking all other Wills or Codicils heretofore by me made.

FIRST: I direct that my remains be cremated and that my ashes be scattered over the Blue Ridge Mountains from an airplane flown by one of my friends to be chosen by my Personal Representative hereinafter named.

SECOND: All estate, inheritance, legacy, succession and transfer taxes (including any interest and any penalties thereon) lawfully payable with respect to all property includible in my gross estate or taxable in consequence of my death by any state or territory of the United States, or under the laws of the United States, or by any other taxing authority, whether or not such property passes under this my Will, and whether such taxes are payable by my estate, or in the absence of this provision by any recipient of any such property, shall be paid by my Personal Representative out of my residuary estate and my Personal Representative shall not be entitled to any reimbursement for any such taxes from any person.

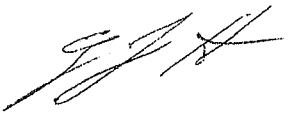


THIRD:      Provided he is alive on my date of death, I give and devise unto my good friend, Thomas M. Glennon, II, a legal life estate in and to that certain parcel of real estate situate at 200 S. Mill Street, Shepherdstown, Jefferson County, West Virginia (Tax Map 3, parcel 109; see Deed Book 926, page 463), and I give and devise the remainder interest therein to O'Hurley's General Store, Inc., a West Virginia corporation, subject, however, to the provisions of Article Sixth.

Further, I give and bequeath to Thomas M. Glennon, II all contents (furniture, household goods, fixtures, appliances, etc.) as may be contained therein at the date of my death; provided, however, in the event he (Thomas M. Glennon, II) shall not survive me, the aforesaid tangible personal property shall be disposed of in accordance with Article Eighth of this Will.

FOURTH:    I give and devise unto Jacob A. Lupton all of my right, title, and interest in and to that certain parcel of real estate described as "2<sup>nd</sup> Outsale", containing 4 acres, situate in Shepherdstown District, Jefferson County, West Virginia (Tax Map 13, parcel 33.5; see Deed Book 482, page 7; and Deed Book 1047, page 44, therein Parcel One).

FIFTH:      I expressly direct that my Executrix shall sell, for such amount and on such terms and conditions as she may determine appropriate in her sole and absolute discretion, that a certain parcel of real estate containing 14.967 acres situate in Shepherdstown District, Jefferson County, West Virginia

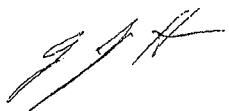
A handwritten signature in dark ink, appearing to be "J. J. H.", is located at the bottom left of the page.

(Tax Map 13, parcel 33.6; see Deed Book 481, page 21; and Deed Book 1047, page 44, therein Parcel Two), and that the proceeds resulting therefrom shall be paid-over and distributed to M. G. Hurley, Timothy L. Hurley, and Mark A. Hurley (my nephews), in equal shares or portions; provided, however, should any person named above predecease me or die within thirty (30) days of my death, his share or portion of the aforesaid proceeds shall then be distributed unto his child, children, or descendants, in equal shares or portions, *per stirpes* and not *per capita*.

In connection with the foregoing, I empower and authorize my Personal Representative, in her sole and absolute discretion, to subdivide the aforesaid real estate so as to maximize the value and the resulting proceeds of such sale(s), recognizing that additional time may be required to effect such actions, and that all costs and expenses of such shall be charged against the sale proceeds and not against the general administration of my estate.

The provisions of this Article shall be expressly subject to the provisions of Article Ninth hereof.

SIXTH: For a significant period of time, I have owned, operated, and managed a local enterprise, commonly known as "O'Hurley's General Store", which is now conducted and operated as a West Virginia corporation (O'Hurley's General Store, Inc., herein the "Company") of which I am the sole shareholder. This business occupies a parcel of real estate situate at the intersection of Mill Street (Rumsey Avenue) and Washington

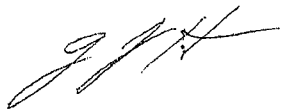




Street (being 205 E. Washington Street) in Shepherdstown, Jefferson County, West Virginia (Tax Map 3, parcel 109.1; see Deed Book 926, page 463; Parcel 2, on referenced plat), the second floor of which is my principal residence.

Recognizing the substantial contribution several employees have made, over a number of years, to the success and longevity of this store, it is my genuine wish and desire to provide for its continued operation in the manner consistent with that which I have endeavored with their individual and collective help and assistance, and to accomplish the same, but subject to the provisions hereinafter set forth, I hereby give, devise, and bequeath unto the four (4) persons named below (to-wit: Genevieve A. O'Loughlin, Loretta K. Short, Deborah G. Halverson, and Annmarie Hensel), in the shares or portions opposite their names, the following property:

1. All of my right, title, and interest in and to the real estate described above;
2. All that certain parcel of real estate situate on the east side of Mill Street (Rumsey Avenue), Shepherdstown, Jefferson County, West Virginia, containing four-fifths (4/5) of an acre (the Moran property), being shown as Parcel 149 on Tax Map 3 (see Will Book "LL", page 240, Item Ninth; and Deed Book 295, page 198), the major portion of which is within the municipal boundary of the Town of Shepherdstown; excepting, however, all tangible



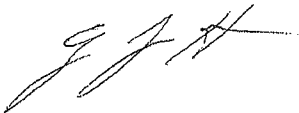
personal property which may be stored or situate therein at the time of my death, all of which shall be included within the provisions of Article Eighth and shall be disposed of accordingly.

3. All of my ownership interest (whether stock or otherwise) in the Company (O'Hurley's General Store, Inc., a West Virginia corporation, and any other form of ownership interest, whether as a sole proprietorship, or otherwise) in or by which said business is operated on the date of my death. With respect to the foregoing it is to be understood that all inventory, goods, equipment, tools, etc., shall be included within and as part of the aforementioned property.
4. All motor vehicles titled in my name.
5. All tractors and all related attachments, implements, and equipment.

The four (4) recipients (herein referred to as an "Owner") of the foregoing assets and property and the shares or portions hereby given to each are as follows:

Genevieve A. O'Loughlin	Fifty (50) percent
Loretta K. Short	Twenty (20) percent
Deborah G. Halverson	Ten (10) percent
Annmarie Hensel	Twenty (20) percent

The several provisions of this Article are expressly subject to the following:

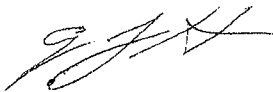


1. Should any person named above predecease me or die within thirty (30) days of my death, his or her specific share or portion of the aforesaid assets and property shall lapse and shall then be distributed, in equal shares or portions, to those of said persons who do so survive me.

2. Upon the unanimous consent of the aforesaid persons (Owners) who shall survive me, as aforesaid, one or more additional persons (a new employee who may, throughout this Article, be referred to as a "third-party" - see subparagraph h) may be permitted to acquire from the Owners an ownership interest in all (but not in part) of the property described in paragraphs 1, 2, 3, 4, and 5 of this Article Sixth (collectively, the "Store Property"), in such shares and on such terms and conditions as they (the Owners) may collectively and unanimously decide, from time to time, whereupon, for purposes of this Article, he or she shall then also be referred to as an "Owner" or an "Other Owner", as the case may be.

An apt and proper Deed shall be made, executed, and recorded in the County Clerk's office so as to effect any change in the ownership of the aforesaid real estate so as to evidence such change, and with respect to all other property an appropriate stock certificate (or other appropriate evidence of title) shall be made, executed, and delivered to each Owner evidencing such change in the ownership of the Company.

3. A Right Of First Refusal binding upon each Owner, the terms and provisions of which are as follows:



a. As a material component of this bequest, for a period beginning on the date of my death and expiring twenty (20) years from the date thereof, I hereby impose a reciprocal and mutual right of first refusal upon each Owner, either as a potential seller or as a potential buyer, and also against any person who may become an Owner in the manner specified herein (see subparagraph h), with respect to each Owner's interest in the "Store Property", on the terms and conditions set forth below.

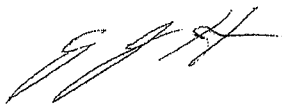
b. If, at any time during the period set forth above (20 years) an Owner (herein a "Selling Owner") shall desire to offer to sell his or her interest in the Store Property or receives a bona fide offer from another Owner (or a third-party, who would need to become an Owner in the manner specified in this Article; see subparagraph h) to purchase his or her interest in the Store Property which the Selling Owner desires to accept, the Selling Owner, before making or accepting the offer (as the case may be) shall send to each of the other Owners two copies of a contract for the sale of the Store Property embodying the terms of the offer, both copies of which have been duly executed by the Selling Owner, together with a written notification from the Selling Owner of his or her intention to make or accept the offer embodied in the contract. Each of the other Owners shall have the right, within 30 days of the receipt of the contract and the written notice, to accept the offer to purchase the Store Property on the terms and



conditions set forth in the contract. In the event the one or more of the other Owners elect to accept the offer embodied in the contract, then he or she must do so by executing one copy of the contract and returning it to the Selling Owner within the 30-day period.

c. If no other Owner does not accept the offer embodied in the contract within the 30-day period provided in paragraph b hereof, then the Selling Owner shall be free for a period of six months from the expiration of the 30-day period to sell or offer to sell the Store Property to a third-party (see subparagraph h) on terms not less favorable to the Selling Owner than those set forth in the contract, free and clear of this Right Of First Refusal. In the event the Store Property is not sold to a third-party within the 6-month period, then any further offer to sell or to purchase the Store Property must first be submitted to each of the other Owners in accordance with the provisions of paragraph b.

d. In the event the Selling Owner shall, during the aforesaid 6-month period (or during a subsequent 6-month period as provided in this paragraph 3), decide to revise the terms of the offer so that the Store Property shall be offered for sale upon terms less favorable to the Selling Owner than those contained in any contract previously submitted to the other Owners, or shall receive from a third-party (see subparagraph h) a bona fide offer to purchase the Store Property on less favorable terms, which offer the Selling Owner is willing to



accept (such less favorable terms being hereinafter referred to as the "New Offer"), then the Selling Owner shall, with respect to each such New Offer, before offering the Store Property for sale to a third-party (see subparagraph h) on the terms embodied in the New Offer or before accepting the New Offer, as the case may be, offer to sell the Store Property to the other Owners on the terms contained in the then current New Offer. The terms of the New Offer shall be embodied in a new contract for the sale of the Store Property which shall be submitted to each of the other Owners in accordance with the requirements of paragraph b above. If none of the other Owners do not accept the New Offer within 30 days after the receipt of the new contract and the written notice referred to in paragraph b above, then the Selling Owner shall be free for a period of six months from the expiration of the 30-day period to sell or offer to sell the Store Property to third-parties (see subparagraph h) on terms not less favorable to the Selling Owner than those contained in the New Offer, free and clear of this Right Of First Refusal. Provided, however, that in the event the Store Property is not sold to a third-party (see subparagraph h) within the 6-month period, then any further offers with respect to the Store Property must be submitted to the other Owners in accordance with the provisions of paragraph b.

e. This Right Of First Refusal shall be subordinate and junior to the legal operation and effect of any present or



future mortgage or deed of trust which hereafter becomes a lien on the Store Property or any part thereof.

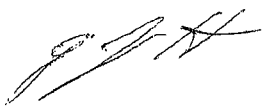
f. Should more than one of the other Owners desire to accept any offer submitted by the Selling Owner, the ownership percentage in the Store Property being sold and conveyed shall be divided or allocated in equal shares or portions between or among those of the Owners who accept the offer.

g. Wheresoever used within the foregoing, "Other Owner" shall refer to each of the persons named above (except the Owner who is a potential seller, herein the Selling Owner) who shall possess an interest in the Store Property as of the date the first action set forth in paragraph b is undertaken by an Owner.

h. Wherever used in this Article, a 'third-party' may only become an Owner in the manner specified in paragraph 2 above.

i. The provisions of this Article shall be binding upon each Owner, and his or her heirs and personal representatives, and upon the death of any Owner his or her estate (or heirs-at-law, as the case may be) shall have a period not to exceed one (1) year from the date of his or her death to effect a sale of his or her interest in the Store Property to another Owner in the manner herein prescribed.

j. Upon the issuance of any certificate evidencing ownership in the Company, an appropriate legend or endorsement

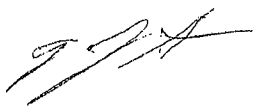
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shall be made upon the face of each certificate as to the existence of the right of first refusal contained herein, and an appropriate document describing the existence and the terms of this right of first refusal shall be recorded in the County Clerk's office, such being an express condition of the legacy and the devise specified herein.

k. Although within this Article I have established a term of twenty (20) years for the operation of the Right Of First Refusal, it is my desire and hope that the Owners (as they may be from time to time) will agree, in a unanimous manner, to extend said term with the expectation of continuity and longevity of operation of the Company may result.

SEVENTH: For a number of years I have owned and operated the Rumsey Mobile Home Park situate on the east side of Mill Street (Rumsey Avenue), consisting of two (2) contiguous parcels of real estate (aggregating 2.67 acres, more or less, and being shown as parcels 150 and 151 on Tax Map 3, Shepherdstown Corporation District; see Deed Book 706, page 294) on which several mobile homes, owned by the occupants thereof, are situate.

I have given a great deal of thought and consideration as to the best and most appropriate use which could be made of this real estate, especially given its location, size, and terrain, and have concluded, for several reasons, that its best use would be as a public park for the benefit of the residents of Shepherdstown (and the surrounding areas), and to accomplish the



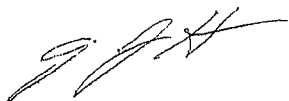


same that the appropriate recipient should be the Corporation of Shepherdstown.

Therefore, but expressly subject to the several provisions of this Article, to accomplish the foregoing, I hereby give and devise the real estate described in this Article, in an "as is" condition, to the Corporation of Shepherdstown, a West Virginia municipal corporation, for the intended purpose of maintaining a public park for the benefit of the residents of Shepherdstown (and the surrounding areas), and confer upon it the power and ability to establish all necessary or appropriate ordinances, rules, and regulations appertaining to the same as its governing body (and/or its duly appointed committee(s) or commission(s)) shall deem appropriate, from time to time.

Provided, however, as an express condition of this devise, any tenant(s) who may be occupying the aforesaid real estate on the date of my death shall be afforded the opportunity to continue to do so for a period not to exceed two (2) years subsequent to the date of my death, provided that he/she/they shall, during such period of occupation, continue to make timely payments of the rental obligation which was in effect as of the date of my death to the then owner.

It is my request (but not a requirement) that the same be named and known as the "M. G. Hurley Memorial Park" (the "Park") so as to appropriately honor my father who acquired this property and kept it from further development.

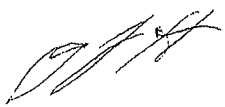
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However, in the event that the governing body of the Town of Shepherdstown shall, for any reason, decide not to accept the aforesaid real estate, or any part thereof, subject to the terms and provisions contained in this Article, to be evidenced and memorialized by an appropriate ordinance being enacted within six (6) months of my date of death, I hereby declare the devise set forth in this Article to be void and of no effect, and in lieu thereof I give and devise the real estate described in this Article unto the following persons, in the shares or portions set opposite their names, as follows:

Genevieve A. O'Loughlin	Fifty (50) percent
Loretta K. Short	Twenty (20) percent
Deborah G. Halverson	Ten (10) percent
Annmarie Hensel	Twenty (20) percent

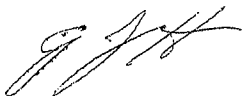
Provided, however, should any person named above predecease me or die within thirty (30) days of my death, his or her specific share or portion of the aforesaid real estate shall pass and descend unto his or her child, children, or descendants, in equal shares or portions, *per stirpes* and not *per capita*.

Notwithstanding anything contained in this Article to the contrary, if at any time during a period of thirty (30) years beginning on the effective date of its ordinance accepting the aforesaid real estate and terminating thirty (30) years subsequent thereto, the Corporation of Shepherdstown shall, in any manner, undertake to dispose, transfer, or convey (other



than to a agency or other instrumentality charged with the operation of the park) or otherwise cease to use or operate the aforesaid real estate for the purpose set forth in this Article, the Town's ownership interest in the aforesaid real estate shall automatically, by operation of law, cease and determine and shall immediately vest in Genevieve A. O'Loughlin, Loretta K. Short, Deborah G. Halverson, and Annmarie Hensel, or such other person(s) who, at that time, shall be the Owners of the Store Property (as that term is used throughout this Will), in the shares or portions each shall possess or be seized as of the date of such determination event.

However, should it be determined by the governing body of the Town of Shepherdstown at any time subsequent to the expiration of the aforementioned thirty year (30) period that the best use of the aforesaid real estate, or any part thereof, would be other than as described above, the governing body shall have plenary power to sell, transfer, and convey all or such portion of the aforesaid real estate, at such price and on such terms and conditions as it shall determine, from time to time, and that the proceeds thereof shall first be dedicated and used (as an endowment fund or otherwise) to maintain, care for or otherwise enhance any other park or recreational facility under the control and jurisdiction of the Town of Shepherdstown, and if the income from such fund should be in excess of the reasonable and appropriate needs as described above such excess funds (whether income or principal) may be expended for such

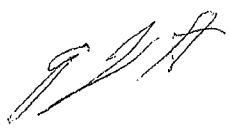
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other purposes as the governing body of the Town of Shepherdstown shall decide, from time to time.

EIGHTH: All of the rest, residue, and remainder of my estate, of every nature and description, real, personal and mixed, wheresoever located, whether now owned or hereafter acquired by me, remaining after payment of my debts, funeral expenses and the expenses of administration of my estate, I give, devise, and bequeath to Genevieve A. O'Loughlin.

NINTH: In the event my residuary estate is insufficient to fully pay and discharge my enforceable debts, the expenses incident to my cremation, and the expenses of the administration of my estate, I direct that any such deficiency shall be taken as a charge against the net proceeds from the sale of the real estate set forth in Article Fifth, above, and that the net amount remaining therefrom shall be distributed to the several persons named therein in the manner and in the shares or portions set forth in said Article.

TENTH: I hereby name, constitute, and appoint Genevieve A. O'Loughlin to be the Personal Representative of this my Last Will and Testament, but if she shall not survive me or if for any other reason she is unable or elects not to serve in said capacity, then and in that event I hereby name, constitute and appoint Thomas M. Glennon, II to be the Personal Representative hereof. I hereby excuse my Personal Representative from the necessity of giving surety on her or his bond. I direct that my Personal Representative shall exercise



her or his powers without prior application to or subsequent ratification by any court. In accordance with the provisions of West Virginia Code § 44-5A-1, et seq., as amended, I hereby authorize and empower my Personal Representative, and her successors, to exercise the powers, or any portion thereof, enumerated in section three [Code § 44-5A-3] of said article which are hereby incorporated herein by reference as if set forth verbatim in this Will. In accordance with the provisions of West Virginia Code § 44-4-12a(f), as amended, I direct that my Personal Representative shall receive commissions as heretofore established and set forth in Code § 44-4-12.

ELEVENTH: It is to be expressly understood that my brother, Glenn W. Hurley, and his wife, Belva, shall not have, receive or possess, in any circumstance, either as a beneficiary of my estate or as an heir-at-law of mine, any interest in any property of my estate or any other property in which I do or may possess any interest, and that this Article shall be construed in accordance with West Virginia Code § 42-1-2(b), as may be amended from time to time.

TWELFTH: All references made, and all nouns and pronouns used herein, shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.


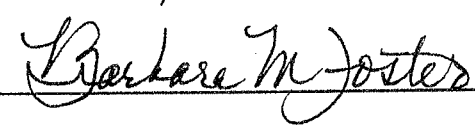
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal to this my Last Will and Testament, this 14 day of August, 2023.

 (SEAL)  
Garland Jay Hurley

Signed, sealed, published, and declared by the above-named Testator as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

WITNESSES:

ADDRESSES:

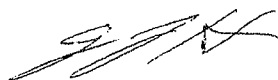
  
\_\_\_\_\_  
  
\_\_\_\_\_

16 Old Prospect Avenue  
Shepherdstown, WV 25443

113 Bishop Avenue  
Inwood, WV 25428

STATE OF WEST VIRGINIA,  
COUNTY OF JEFFERSON, To-Wit:

This day personally appeared before the undersigned authority, a Notary Public in and for the county and state aforesaid, D. Frank Hill, III and Barbara M. Foster, who being first duly sworn say that they are adults residing at the addresses set forth above, and that they are the subscribing witnesses to the Last Will and Testament of Garland Jay Hurley, a resident of Jefferson County, West Virginia, which Will is dated the 14<sup>th</sup> day of August, 2023; and that on said date Garland Jay Hurley, Testator in this Will, signed, sealed, acknowledged, published and declared the same as and for his Last Will and Testament, in the presence of these affiants, and that these affiants, at the request of said Testator, all present at the same time, signed their names as attesting witnesses to said Will.



Affiants further say that this affidavit is made at the request of Garland Jay Hurley who, at the time said Will was executed, was, in the opinion of the affiants, of sound and disposing mind and memory and over the age of eighteen (18) years.

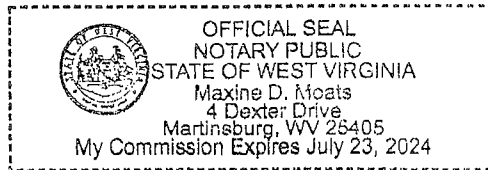
[Signature]

Barbara M. Foster

Taken, subscribed, and sworn to before me this 14<sup>th</sup> day of August, 2023.

(Affix Notarial Seal)

Maxine D. Moats  
Notary Public



My commission expires: July 23, 2024

D. FRANK HILL, III  
ATTORNEY AT LAW  
POST OFFICE BOX A  
SHEPHERDSTOWN, WEST VIRGINIA 25443

D. FRANK HILL, III (WV & MD BAR)

136 E. GERMAN STREET  
THE PHARMACY BUILDING  
(304) 876-9333  
FAX (304) 876-9335

**FACSIMILE COVER PAGE**

DATE: February 26, 2024  
ATTENTION: Charles F. Printz, Jr.  
COMPANY: Bowles Rice LLP  
FAX NUMBER: (304) 267-3822  
RE: Estate of Garland J. Hurley / Town of Shepherdstown

NUMBER OF PAGES (including cover page): 7

Chazz:

This is a follow up to your email to me of Friday regarding the rent on the Hurley property.

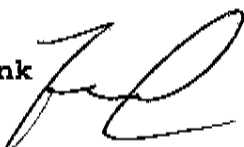
Sent are 3 pages providing the detail of the occupants by name showing rent paid for 2021, 2022, and 2023.

I have also sent a "Residential Lease" for one occupant (Unit 14) to the West Virginia Coalition To End Homelessness (2 pages) which is the only occupant under any form of a written lease - the others being month-to-month.

Lastly, I have sent a single page addressing one of the occupants which the Town might want to consider retaining for the purpose as stated in the note.

I hope this information is helpful in the Town's consideration of the gift.

Frank



cc: Genevieve A. O'Loughlin, Executrix



## James King 11 + 5 storage

	2021	2022	2023		
Jan.	290.00	340.00	340.00		
Feb	290.00	340.00	390.00		
March	290.00	340.00	390.00		
April	290.00	340.00	390.00		
May	290.00	340.00	390.00		
June	290.00	340.00	390.00		
July	290.00	340.00	390.00		
Aug	290.00	340.00	390.00		
Sept	290.00	340.00	390.00		
Oct	290.00	340.00	390.00		
Nov	290.00	340.00	390.00		
Dec	290.00	340.00	390.00		

## Mrs Breeden + Leroy 12

	2021	2022	2023		
Jan	Santa	Santa	Santa		
Feb	200.00	250.00	250.00		
March	200.00	250.00	250.00		
April	200.00	250.00	250.00		
May	200.00	250.00	250.00		
June	200.00	250.00	250.00		
July	200.00	250.00	250.00		
Aug.	200.00	250.00	250.00		
Sept	200.00	250.00	250.00		
Oct	200.00	250.00	250.00		
Nov	200.00	250.00	250.00		
Dec	200.00	250.00	250.00		

## Kevin Saylor 9

	2021	2022	2023		
Jan	Maintenance		300.00		
Feb			300.00		
March			300.00		
April			300.00		
May			300.00		
June			300.00		
July			300.00		
Aug.			300.00		
Sept			300.00		
Oct.			300.00		
Nov			300.00		
Dec.			300.00		

## Tom Skeane 10

	2021	2022	2023	
Jan		600.00	250.00	
Feb		600.00	600.00	
March		600.00	300.00	
April		600.00	300.00	
May		600.00	300.00	
June	500.00	600.00	300.00	
July	600.00	600.00	300.00	
Aug	600.00	250.00	300.00	purchased unit 2022
Sept	600.00	250.00	300.00	
Oct	600.00	250.00	300.00	
Nov	600.00	250.00	300.00	
Dec	600.00	250.00	300.00	

## Simon Heppitt 8

	2021	2022	2023	
Jan			300.00	
Feb			300.00	
March			300.00	
April			300.00	
May			300.00	
June			300.00	
July			300.00	
Aug			300.00	
Sept			300.00	
Oct			300.00	
Nov			300.00	
Dec		300.00	300.00	purchased unit 2022

## Sam Tannotta 7

	2021	2022	2023	
Jan				
Feb				
March				
April				
May				
June				
July				
Aug		00		purchased unit 2022
Sept				
Oct				
Nov			300.00	
Dec			300.00	
				total rent due 8-22-10-23
				15 X 300 = 4500
				80 hour worked
				80 X 15 = 1200
				outstanding 3300



## RESIDENTIAL LEASE

BY THIS AGREEMENT made and entered into on between Jay O'Hurley, herein referred to as Lessor, and West Virginia Coalition to End Homelessness, herein referred to as Lessee, Lessor leases to Lessee the property situated at: 203 S Mill Street #14 Shepherdstown County of Jefferson 25443, State of West Virginia, together with all appurtenances, for a term of 12 months, to commence on 09 / 01 / 2023, and to end on 08 / 31 / 2024, at 11:59 pm.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the premises the sum of \$800 per month in advance or on the 1<sup>st</sup> of each calendar month beginning 09 / 01 / 2023. Rents received after the 5 of the month will be assessed a \$80.00 late fee. If Lessee is entering this residential lease agreement later than the 1<sup>st</sup> of the month, first rent payment shall be prorated.

Payments in the form of check, cash, or money order shall be made payable to Lessor: Jay O' Hurley at the following address: 205 East Washington St Shepherdstown, WV 25443 Lessor agrees to provide a receipt documenting who money is received from, paid to, the date received, accurate amount, and valid signature.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor \$ 0 receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof.

3. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 2 persons, consisting of 2 adults and 0 child(ren) under the age of 18, without the written consent of Lessor.

4. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

5. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage. Insurance carried by the Lessor covers the building only. Tenant personal items are not covered against fire, theft or other loss or damage. Lessee is advised to purchase and maintain Renters Insurance.

6. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company. There shall be no dangerous activity that could result in bodily injury and/or illegal activities conducted, encouraged, or allowed on the premises, by Lessee and/or guests.

7. **Utilities.** The following utilities are required to be on at all times while property is occupied by Lessee, and responsibility of payment of utility services is outlined as follows:

Utility:	Paid by Lessor (Landlord)	Paid by Lessee (Tenant)
Electric	X	
Gas (If Applicable)	N/A	N/A
Water	X	
Sewer	X	
Garbage	X	
Cable/Internet/Phone		X
Other:		

**8. Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Lessee will be notified of such, not less than 24 hours in advance, with an exception to situations deemed an emergency in regard to repairs and/or safety.

**9. Animals.** Permission of animals and/or pets strictly defined here for Lessee at this property are as follows:

**10. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, after 45 days of written notice from Lessor without written objection of Lessee, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever, and may, at his discretion, as agent for Lessee, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so. If at any time Lessee would like to relinquish the rights to agreed property, Lessee shall notify Lessor no less than 30 days prior to vacating the premises. At that time, Lessor will consider the lease term ended and Lessee shall proceed as no longer obligated or responsible under this contract.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

*J. J. H. H. H.* 8/29/23  
Lessor Date

*[Signature]* 8/30/23  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

As The Corporation of Shepherdstown considers accepting Jay Hurley's donation of the land which occupies The Rumsey Mobile Home Park to become a new town park, I would like to present to their consideration that one mobile home remain - the blue mobile home which is nicely landscaped belonging to Kevin and Peggy Saylor.

Kevin could become the maintenance caretaker. He would be advantageous to facilitate the transition from Rumsey Home Park to Town Park.

Kevin is a plumber, electrician and carpenter. He is working at O'Hurley's General Store as Chief of Maintenance and has been absolutely vital to us during Jay's life, and especially now at his death.

It is therefore in the interest of O'Hurley's General Store to present this consideration.

The presence of one mobile home would represent the history of the land, while not diminishing the park.

Genevieve O'Loughlin

# 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:	Station of Shepherdstown - (under Experience Shepherdstown)
Contact Name:	Stacey Marshall and Jenny Haynes
Mailing Address:	PO Box 1106
City, State, Zip:	Shepherdstown, WV 25443
E-mail Address:	jenniferlyn9@aol.com
Daytime Phone:	304 279-8788 - Jenny
Evening Phone:	
Cell Phone:	304 839-6246 - Stacey

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?	Spring Parade
	<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: <u>3 / 30 / 24</u> 4a.) Set Up Time <u>10:00</u> 4b.) Tear Down Time <u>10:30</u>	From: <u>3:30</u> To: <u>3:30</u> <u>10:00</u> am/pm <u>10:30</u> am/pm

5.) Park Requested, if applicable:	<input type="checkbox"/> Bane-Harris \$100	<input type="checkbox"/> Cullison \$100	<input type="checkbox"/> Rumsey \$500	<input type="checkbox"/> Viola-Devonshire \$100
6.) Are street closures requested?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide, on the attached map, streets that need to be closed. If having a parade, provide parade route. Alleys must be kept open. (No Exceptions)</i>			
7.) Is event open to the public?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
8.) What are the parking arrangements?	on street on A Lot at Shepherd			
Please explain.				
9.) Will entertainment be involved?	Any entertainment must be approved by the Town Council.			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Live Band	<input type="checkbox"/> DJ	<input type="checkbox"/> Radio/CD Player	<input type="checkbox"/> Other: Explain
<i>If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance</i>	An Announcer <del>to</del> with a small speaker.			
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 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 type="checkbox"/> 51-100	<input checked="" 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: <u>Stacey Marshall</u>		Phone: <u>304 839-6246</u>	
	Name: <u>Jenny Haynes</u>		Phone: <u>304 279-8788</u>	
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?	<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?	Bring Families intown - to celebrate Easter
---	---

Requirements:

and hopefully shop and eat locally!

- 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: 2/10/24

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

## Shepherdstown Easter Parade

The Shepherdstown Train Station will be hosting the Easter Parade this year. Originally started by Kerry Asam & Family to celebrate Easter and the families of Shepherdstown. The Station will follow the past parade model with categories for best Easter hats (with prizes) and will be open to non profit organizations and family pets. The Easter Bunny will be the parade grand marshall and Shepherdstown's own "Spring Chicken" will be starting the parade off. The parade route will start at Church street to meet and register, down German Street ending at the Entler.

Immediately following the parade, the Easter Egg hunt will start. The Train Station will also be hosting an Open House (11 to 1) at the Station with sweets & treats and the winners of the hat categories will be given their prizes there.

Local shops & eateries will be offering specials and an Easter Handmade Market will be at The War Memorial Building. It will be a great to be in Shepherdstown.

# Shepherdstown parade

Rt.45 to Martinsburg

to Keameysville/ Rt. 480/Duke St.

Minden St.

Fairmont St

Washington St.

New St.

Back Alley

German St

High St

S. King St

Washington St.

New St.

Back Alley

German St

High St

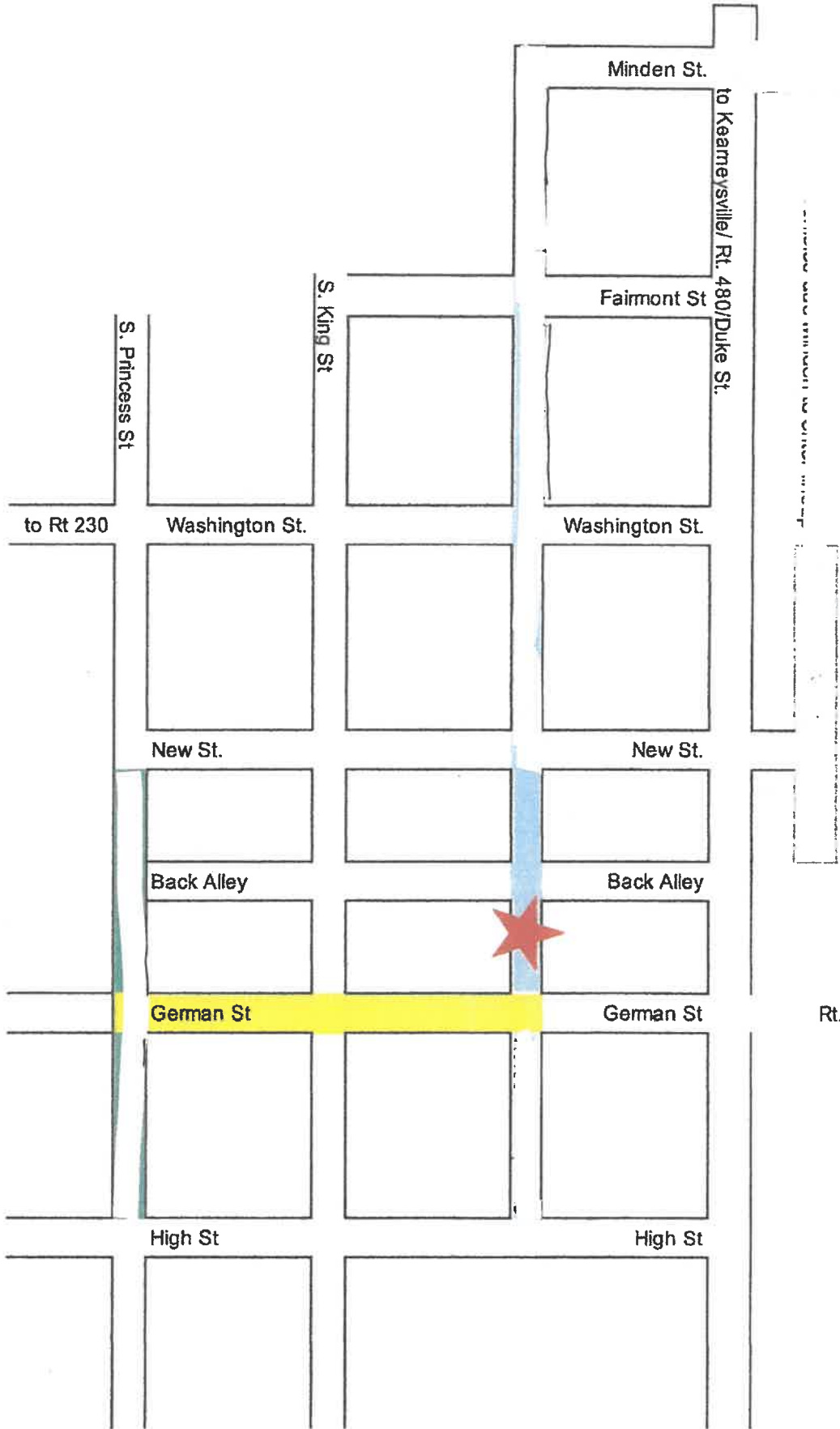
S. Princess St

to Rt 230

Parade entries will line up on Church Street

Parade coordinator will be stationed here

Parade route



# 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:	O'Hurley's General Store
Contact Name:	Genevieve O'Loughlin
Mailing Address:	205 E Washington St
City, State, Zip:	Shepherdstown WV 25443
E-mail Address:	GOLharp@aol.com
Daytime Phone:	304 876-4907
Evening Phone:	
Cell Phone:	681-389 1267

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?	Memorial for Jay Hurley	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	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	
3.) Is this a "one-time" event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4.) Date and Time of Event: 4a.) Set Up Time 4b.) Tear Down Time	From: 12 am/pm To: 5 am/pm 8am 5pm	

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 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>Mill Street (German St to Rt. 230)</i>													
7.) Is event open to the public?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No											
8.) What are the parking arrangements? Please explain.	<i>along Mill Street Aimq Bca parking after 12pm Cool Green parking</i>													
9.) Will entertainment be involved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance	Any entertainment must be approved by the Town Council. <table border="1"><tr><td><input type="checkbox"/> Live Band</td><td><input type="checkbox"/> DJ</td><td><input type="checkbox"/> Radio/CD Player</td><td colspan="2"><input checked="" type="checkbox"/> Other: Explain</td></tr><tr><td colspan="5"><i>Thursday night MUSIC 12pm to 4pm</i></td></tr></table>				<input type="checkbox"/> Live Band	<input type="checkbox"/> DJ	<input type="checkbox"/> Radio/CD Player	<input checked="" type="checkbox"/> Other: Explain		<i>Thursday night MUSIC 12pm to 4pm</i>				
<input type="checkbox"/> Live Band	<input type="checkbox"/> DJ	<input type="checkbox"/> Radio/CD Player	<input checked="" type="checkbox"/> Other: Explain											
<i>Thursday night MUSIC 12pm to 4pm</i>														
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>tent - generator in courtyard of Hurley's for Por A John</i>													
11.) Are you a non-profit organization? If yes, provide certification of non-profit status.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
12.) Will vendors be at the event? If yes, give details including complete list of vendors and contact information.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
13.) Will event participants be charged a fee? If yes, what is the cost?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
14.) Will admission be charged for the event? If yes, what is the cost?	<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 checked="" 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: <i>Gregg Eviere</i> <i>Halverson</i>		Phone: <i>681-389 1247</i> <i>301-641-4557</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? If yes, the Shepherdstown Open Container Ordinance must be suspended by action of the Town Council for this day's event.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Yes Jay Hurley Beer by Bavarian Inn</i> If yes, you must contact the WV Alcohol Beverage Control Commission to obtain a "one day" license.													

19.) How will this event benefit  
Shepherdstown?

To honor a  
legacy of Shepherdstown

Requirements:

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

Corporation of Shepherdstown

It is hereby agreed and understood that \_\_\_\_\_ is reserved, as specified, for the use of the above named organization and/or individual. The Facility reserved is subject to inspection by any authorized representative of the Corporation of Shepherdstown in order to assure proper use of Town 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: 2-20-24

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

# 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:	SHEPHERDSTOWN MUSIC & DANCE MORRIS DANCERS	
Contact Name:	WENDY MADDOX, (OR JOANIE BLANTON)	
Mailing Address:	5964 ENGLE MOORE ROAD	
City, State, Zip:	SHEPHERDSTOWN WV 25443	
E-mail Address:	wendylee704@gmail.com	
Daytime Phone:		
Evening Phone:		
Cell Phone:	304-676-4401 Wendy	304-433-5659 JOANIE

1.) Name and Complete Description of Event including location if other than one of our Parks: <i>attach on separate sheet if necessary</i>	McMurrin Lawn	
2.) Has this event been held in Shepherdstown in the past? <u>YES</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SHEPHERD COMMENCEMENT IS SAME DAY BUT IT IS ACROSS CAMPUS. DOG-FEST CONFLICTED A FEW YEARS AGO WITH LAWN SPACE,	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	
3.) Is this a "one-time" event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4.) Date and Time of Event: <u>05 / 05 / 2024</u>	From:	To:
4a.) Set Up Time <u>11:00 A.M</u>	<u>12:00</u> am/pm	<u>2:00</u> am/pm
4b.) Tear Down Time <u>3:00 Pm</u>		

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	
8.) What are the parking arrangements?	WE NEED A FEW SPACES FOR			
Please explain.	MUSICIAN SET UP & MAYPOLE VEHICLE TOWN HALL SPACES WOULD WORK.			
9.) Will entertainment be involved?	Any entertainment must be approved by the Town Council.			
<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 checked="" type="checkbox"/> Live Band	<input type="checkbox"/> DJ	<input type="checkbox"/> Radio/CD Player	<input type="checkbox"/> Other: Explain
	MICK BLANTON & FRIENDS, + O'HUREYS BAND			
10.) Will other equipment be used? (i.e. generator, tents, inflatables, etc.) If yes, give details.	<input type="checkbox"/> Yes <input type="checkbox"/> No SPEAKERS & MICROPHONE FOR MC & MUSICIANS			
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: WENDY MADDOX		Phone: 304-676-4401	
	Name: JOAMIE BLANTON		Phone: 304-433-5659	
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?	COMMUNITY LOVES THIS ANNUAL SONG & DANCE EVENT
--	---

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

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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: Shepherdstown Music & Dance  
Date: 2-21-2024

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



145 Higbee Lane  
Shepherdstown, WV 25443  
(304) 876-2783

Mayor Jim Auxer  
Corporation of Shepherdstown  
PO Box 248  
Shepherdstown, WV 25443

March 1, 2024

Dear Mayor Auxer:

The Board of Trustees of the Shepherdstown Public Library wishes to recommend:

Jeff Bannon, Nancy Stewart, and Ruth McQuade

These nominees will fill trustee positions that have opened up when the terms of Bob Keller, Rosemary Nickerson and Jack Eggleston expire. All of the recommended candidates reside within the greater Shepherdstown area. The appointments of Mr. Bannon, Ms. Stewart and Ms. McQuade will become effective upon approval by the town council.

**Jeff Bannon** – Retired Deputy Assistant General Consul for OEEO. Since retirement, Jeff stays busy writing and maintaining technical software for OEEO and other users. He is a member of the Literacy Giving Circle and believes that the new library “... is the best thing that happened to the County in years.” Jeff has agreed to be the new SPL Board Treasurer and met with Jack to discuss the requirements and responsibilities of the position.

**Nancy Stewart** - Alice had a long career managing the HR Department of a large book publishing company. Since moving to Shepherdstown she has been active in several community Boards and initiatives. These include, establishing the Lifelong Learning Program a Shepherd University; former President of Shepherdstown Community Club (SCC) Board; organized a fundraiser for teachers at Shepherdstown Elementary and Middle Schools; and she is very active in Shepherdstown CARES.

**Ruth McQuade** - Ruth is a former Prosecuting Attorney for the US Dept of Justice and still works providing legal services to a limited number of clients. Her strong commitment to public service has been evident since the early 2000s, when Ruth unsuccessfully ran for County Prosecutor and County Commissioner in Jefferson County. She served on the Board of the League of Women Voters and she is a past president of the Cress Creek Home Owners Association.

We are very excited and fortunate to have these talented, experienced and committed persons as our newest trustees.

We respectfully request that the Town Council approve this appointment at its next meeting.

*March T.C.*



145 Higbee Lane  
Shepherdstown, WV 25443  
(304) 876-2783

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Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in blue ink, reading "Terrence Kramer". The signature is written in a cursive style with a long, sweeping underline.

Terrence Kramer, President  
Shepherdstown Public Library Board of Trustees

**Corporation of Shepherdstown**  
**Budget vs. Actuals: Fiscal Year 2024**  
**January 2024**

	Actual as of 01/31/24	FY 24 Budget	Remaining	% of FY 24 Budget	FY 23 YTD as of 12/31/2022
<b>Income</b>					
301 Property Tax Revenue	161,921.08	254,699.00	-92,777.92	63.57%	149,650.99
303 Gas & Oil Severance	15,650.37	9,000.00	6,650.37	173.89%	8,903.40
304 Utility Tax	34,717.61	56,000.00	-21,282.39	62.00%	31,410.99
305 Business & Occupation Tax	61,846.24	85,000.00	-23,153.76	72.76%	42,592.19
306 Wine/Liquor/Private Club Tax	96,247.10	180,000.00	-83,752.90	53.47%	93,704.02
307 Animal Control Tax	232.00	400.00	-168.00	58.00%	224.10
308 Hotel Occupancy Tax	153,664.64	140,000.00	13,664.64	109.76%	74,560.12
314 Muni Sales & Use Tax	305,442.13	540,000.00	-234,557.87	56.56%	268,115.25
325 Business Licenses	9,773.00	23,000.00	-13,227.00	42.49%	11,672.00
326 Building Permits	2,344.00	6,500.00	-4,156.00	36.06%	2,750.00
328 Franchise Fee/Pole Tax	5,920.11	7,500.00	-1,579.89	78.93%	3,075.78
330 IRP Truck Fees	3,608.82	10,000.00	-6,391.18	36.09%	5,481.79
350 Refuse Collection	123,333.57	211,224.50	-87,890.93	58.39%	119,514.61
353 BOA Fee (Book Fee here-no A/P)	0.00	300.00	-300.00	0.00%	0.00
368 Cont. from Other Entities	0.00	2,100.00	-2,100.00	0.00%	101,965.07
376 Gaming Income-Table Games	58,358.95	124,635.00	-66,276.05	46.82%	95,988.44
380 Checking Interest	129,396.31	67,200.00	62,196.31	192.55%	1,242.11
381 Reimbursements	2,407.52	2,625.00	-217.48	91.72%	8,668.37
382 Refunds & Rebates	5,815.28	12,915.00	-7,099.72	45.03%	122,498.57
397 Video Lottery Proceeds Revenue	156,411.30	309,586.00	-153,174.70	50.52%	5,727.88
399 Miscellaneous Income	252.00	357.50	-105.50	70.49%	28,308.50
Court Fee Revenues	48,373.46	53,517.50	-5,144.04	90.39%	0.00
Parking Fee Revenue	107,941.88	133,920.00	-25,978.12	80.60%	109,205.14
Rents Revenue	25,200.00	45,661.00	-20,461.00	55.19%	25,200.00
<b>Total Income</b>	<b>\$ 1,508,857.37</b>	<b>\$ 2,276,140.50</b>	<b>\$ (767,283.13)</b>	<b>66.29%</b>	<b>\$ 1,310,459.32</b>

**Expenses**

435.00 Regional Development Authority		1,100.00	-1,100.00	0.00%	0.00
438.00 Elections		4,500.00	-4,500.00	0.00%	0.00
916 Library-Building Repairs	920.74	0.00			0.00
700.305 Misc. Contractual	16,500.00				2,208.44
Arts, Humanities, Library	139.83		139.83		61.83
City Hall Accounting/Audit	31,042.92	16,407.00	14,635.92	189.21%	29,796.95
City Hall Bldg/Equip Expenses	7,750.51	19,950.00	-12,199.49	38.85%	4,410.17
City Hall Insurance	9,841.60	16,300.00	-6,458.40	60.38%	9,724.94
City Hall Legal Expenses	5,337.21	14,100.00	-8,762.79	37.85%	8,836.10
City Hall Other Expenses	25,622.92	50,196.00	-24,573.08	51.05%	20,788.53
City Hall Utilities	7,764.14	15,850.00	-8,085.86	48.99%	7,524.89

	Actual as of 01/31/24	FY 24 Budget	Remaining	% of FY 24 Budget	FY 23 YTD as of 12/31/2022
City Hall Video Lottery Expense	64,711.73	28,000.00	36,711.73	231.11%	6,400.00
City Hall-Employee Salary/Fring	129,245.89	162,291.00	-33,045.11	79.64%	68,200.82
Elected Salaries/Fringe	5,084.07	10,687.00	-5,602.93	47.57%	7,605.67
General Fund Donations	12,788.91	21,600.00	-8,811.09	59.21%	13,550.00
Parks Equipment & Supplies	1,376.27	25,000.00	-23,623.73	5.51%	5,130.40
Parks Maintenance	3,188.75	5,840.00	-2,651.25	54.60%	3,121.44
Parks Salaries & Fringe	5,186.21	14,485.00	-9,298.79	35.80%	3,015.40
Parks Utilities	25.36	400.00	-374.64	6.34%	2,050.95
Parks Vehicle Expenses	702.83	5,125.00	-4,422.17	13.71%	405.82
Planning Commission Expenses	64,233.05	118,674.00	-54,440.95	54.13%	58,987.92
Police Contractual Svc	15,693.87	38,720.00	-23,026.13	40.53%	11,782.71
Police Dept. Grant Expenses	0.00	1,470.00	-1,470.00	0.00%	0.00
Police Equip. Purchase & Repair	20,809.89	38,350.00	-17,540.11	54.26%	22,808.33
Police Other Expenses	37,109.76	121,630.00	-84,520.24	30.51%	50,657.77
Police Remittance Fees	4,014.00	1,113.00	2,901.00	360.65%	4,370.00
Police Salaries & Fringe	399,673.10	609,340.00	-209,666.90	65.59%	348,506.64
Police Utilities & Rent	4,408.81	24,413.00	-20,004.19	18.06%	4,240.17
Police Vehicle Expenses	77,440.91	29,000.00	48,440.91	267.04%	13,175.69
Public Works Expenses	0.00	2,625.00	-2,625.00	0.00%	0.00
Regional Council Dues	0.00	900.00	-900.00	0.00%	0.00
Sanit. Video Lottery Fund Exp	27,023.12	39,600.00	-12,576.88	68.24%	0.00
Sanitation Dumping Fees	36,968.99	86,750.00	-49,781.01	42.62%	42,300.79
Sanitation Equip Repair & Maint	7,412.61	8,505.00	-1,092.39	87.16%	128.39
Sanitation Other Expenses	6,465.88	75,267.00	-68,801.12	8.59%	41,966.41
Sanitation Salaries & Fringe	52,703.75	117,861.00	-65,157.25	44.72%	36,494.41
Sanitation Vehicle Expenses	5,614.01	19,500.00	-13,885.99	28.79%	11,823.91
Streets Maintenance & Equipment	24,916.55	9,050.00	15,866.55	275.32%	19,661.71
Streets Other Expenses	18,584.49	28,750.00	-10,165.51	64.64%	19,080.09
Streets Salaries & Fringe	56,116.82	94,307.00	-38,190.18	59.50%	63,310.83
Streets Tree Maintenance	20,377.31	35,000.00	-14,622.69	58.22%	19,132.66
Streets Utilities	12,738.39	25,987.00	-13,248.61	49.02%	10,956.20
Streets Vehicle Expenses	3,737.55	14,500.00	-10,762.45	25.78%	9,229.79
Tobacco Warehouse Expense	5,681.66	6,510.00	-828.34	87.28%	99.62
Visitors Center Expenses	87,403.67	73,500.00	13,903.67	118.92%	49,605.60
<b>Total Expenses</b>	<b>\$ 1,316,358.08</b>	<b>\$ 2,027,553.00</b>	<b>\$ (734,215.66)</b>	<b>64.92%</b>	<b>\$ 1,031,151.99</b>
<b>Net Operating Income</b>	<b>\$ 192,499.29</b>				<b>\$ 279,307.33</b>

# Corporation of Shepherdstown

## Balance Sheet

As of January 31, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
106 Petty Cash	400.00
GENERAL FUNDS BANKING	1,536,467.19
RESERVED FUNDS BANKING 6209	3,831,460.40
RESTRICTED FUNDS	696,715.56
Undeposited Funds	931.18
<b>Total Bank Accounts</b>	<b>\$6,065,974.33</b>
Accounts Receivable	
General Funds A/R	285,648.81
<b>Total Accounts Receivable</b>	<b>\$285,648.81</b>
Other Current Assets	
112.011 Tobacco Warehouse	5,261.00
Other Current Assets	152,684.19
<b>Total Other Current Assets</b>	<b>\$157,945.19</b>
<b>Total Current Assets</b>	<b>\$6,509,568.33</b>
Fixed Assets	
General Fixed Assets (Gov-Wide)	5,443,487.51
<b>Total Fixed Assets</b>	<b>\$5,443,487.51</b>
<b>TOTAL ASSETS</b>	<b>\$11,953,055.84</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
General Funds A/P	11,888.23
<b>Total Accounts Payable</b>	<b>\$11,888.23</b>
Credit Cards	
213 Purchase Card Payable	84,023.63
Fifth Third	0.00

# Corporation of Shepherdstown

## Balance Sheet

As of January 31, 2024

	TOTAL
<b>Total Credit Cards</b>	<b>\$84,023.63</b>
Other Current Liabilities	
140.01 DO-RHBT Payments Subsequer	-24,060.26
140.02 DO - Change in Proportionate	-16,430.00
200.02 EVCF Endowment Fund	0.00
2104 PEIA Payable	4,356.00
250.10 Net OPEB Liability	262,044.00
260 Accrued Compensated Absences	45,929.73
280.10 DI-Different Expected/Actual I	3,813.00
280.20 DI-Difference Proj/Actual Earn	4,911.00
280.30 DI-Changes/Differences Prop. S	15,979.00
280.40 DI - Changes in Assuptions	25,685.00
290.50 Restricted for Equipment	3,731.48
292.20 PPA-Beginning OPEB Liability	-276,168.79
292.30 PPA-2017 RHBT Payment	-69,515.76
292.40 PPA-Beginning Net OPEB Obligati	313,932.00
Child Support	376.15
Christmas Club	-140.00
Due to (from) Coal Severance	4,628.57
Due to (from) Sewer	-345,135.13
Due to (from) Water	-144,751.11
Garnishments	1,811.28
Gen Fund Other Current Liab.	71,109.65
Payroll Liabilities	7,436.17
VALIC Retirement Payable	14,651.07
<b>Total Other Current Liabilities</b>	<b>\$ -95,806.95</b>
<b>Total Current Liabilities</b>	<b>\$104.91</b>
<b>Total Liabilities</b>	<b>\$104.91</b>
Equity	
290 Investment in Gen. Fixed Assets	5,466,470.38
Fund Balance	4,680,537.16
Retained Earnings	1,500,592.17
Net Income	305,351.22
<b>Total Equity</b>	<b>\$11,952,950.93</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$11,953,055.84</b>

## **PUBLIC WORKS COMMITTEE - MINUTES**

**Monday, January 22, 2024**

**11:00 Am**

**Town Hall**

**104 North King Street**

1. Call to Order: 11am – Mayor Auxer (JA), Chris Stroeck (CS), Marty Amerikaner (MA): Staff – Frank Welch (FW); Andy Beall (AB), Stephanie Grove (SG).
2. Approval of Minutes: 12/23 – MA motion to approve, second by CS, approved.
3. Visitors: Matt Pennington, Rebecca Parmesiano, Greg Welter
4. Public Comment: None.
5. Unfinished Business:

A. International Property and Maintenance Code Issues:

\*349 W. German St. – Letter sent with Feb. 9 deadline

\*332 W. German St. – Demolition to be completed by end of February

B. Road Issues:

\*Paving of Princess St. from High St. to boat landing – Letter to DOH to be drafted

C. Trash and Grass Issues: No update.

D. Recycling Issues:

\*Recycling Grant - Garbage truck (for glass) - Applied in 2024

\*Recycling Committee Update

\*Glass recycling – Mayor’s Meeting Discussion – County interest in glass crusher program has waned. Recycling Committee to discuss next steps.

E. Market House: Status – Bids Received – Special meeting to be scheduled to review and accept.

F. Sidewalks: - Second phase of sidewalk repair

\*Corner of High St. and Mill St. – To be completed.

\*Marcy Bartlett to organize citizen group for sidewalk survey.

\*MA to reach out to Dr. Eck re best methods to record data for survey group.

G. Miscellaneous Issues:

\*FEMA Study – See letter in packet.

6. New Business:

A. Wayfinding/Directional Signs – workgroup meeting to be scheduled.

B. International Building Code – Mayor and Andy to inquire as to will enforce the IBC.

C. Painting of Station at Shepherdstown - to be done in the Spring

D. Stormwater Infrastructure Project – Matt Pennington

Meeting w/church on 1/19 was productive. Church can be partner in applying for grants to engineer and pay for mitigating measures. Matt presented mitigation plans and described next steps. Andy to contact Region 9 regarding best applicant for grants. Matt to facilitate another meeting with church to discuss grants options. Regardless, MA motioned to permit Matt to move forward with final concept design for all proposed projects, second by CA, approved.

E. Storm drains cleaning – information forthcoming



- F. RFP Town Landscaping – Bids to accepted for town landscaper
- G. Public Works Utility Truck – Purchase price to be split between 3 depts – Town, Water and Sewer.  
MA motion to approve Town's share of \$60-70K, second by CS, approve. To be referred to Finance.

7. Mayor's Report:

- \*CS has requested that annexation be placed on future Agendas.
- \*CS questioned the "children playing" sign on Princess Street – options to be considered.
- \*MA questioned the brick work on Princess St. and \_\_\_\_\_ Alley – to be reviewed.
- \*MA questioned 215 German Street – not in great shape, water coming onto sidewalk.
- \*MA raised issue of snow removal – how can advise residents? Hangars on doors?

8. Adjournment: MA motion to approve, second by CS, approved.

January, 26, 2024

Water Board postponed until the February meeting (29 Feb) further discussion of the water budgets in order to allow interested Board members to participate then.

There were no questions regarding the Sewer 2023-24 budgets during the meeting.

**5. FLOW AND QUALITY REPORTS.**

**5.a WATER**

There were no questions regarding water F&Q reports. All systems performing nominally.

**5.b. SANITARY**

There were no questions regarding water F&Q reports. All systems performing nominally.

**6. UNFINISHED BUSINESS.**

**6.a FIRE HYDRANTS**

K.Shipley walked the Boards through the current state of hydrant upgrade and replacement. Everything is on track

**6.b** SCADA has been assigned to be the data acquisition from Aqua.

**6.c** the 120 Water Survey as proposed had several options (all to be paid by the Water budget). C.Coe went through all the options. Staff recommended the return self-mailer option. M.Godfrey motioned to approve the return self-mailer option. S.Kemnitzer seconded, the motion was approved.

**6.d** The bids for the purchase of a new truck to add to the utilities were reviewed. S.Kemnitzer motioned for the Water Board, H.Heyser motioned for the Sewer Board, to opt for the truck whose purchase charges would be assigned as follows: 25% (\$45K) from the water budget, 25% (\$45K) from the sewer budget, and 50% (\$90K) from the Corporation of Shepherdstown budget. The motions passed.

**6.e** The newly revised Mainline Extension process for contractors requests and the revised documents were approved as follows: S.Kemnitzer makes a motion to accept for the Water Board, C. Stroeck, seconded; H.Heyser motion the same for the Sewer Board, J.Auxer seconded. The motion passed unanimously.

**6.f** The recurring conversation about how the Boards should address coming vacancies, was postponed for an additional 30 days for research and further reflection.

**6.g** On the matter of mitigation efforts to reduce stormwater quantity of effluent as well as improve water quality (especially regarding Town Run), K.Schulz has approached utility staff to use our utility billing mailings to educate our users. Conversation was generally

positive, encouraging follow-up meetings. It was held though that the Boards should hold final approval of content

**6.h      Previous Action Items:**

Previous action items were cleared and completed. There were no action items noted at this meeting

**7      MAYOR'S REPORT.**

Mayor Auxer had nothing new

**8.      NEXT MEETING DATE.**

February 29, 2024, at 1:00PM. (at Town Hall)

**9      ADJOURNMENT. J. Auxer adjourned the meeting at 2:00 PM.**

Respectfully Submitted:      M.Godfrey (Feb 9, 2024)