CITY OF CHARLES TOWN

CITY COUNCIL
AGENDA • APRIL 3, 2023

Regular Session **COUNCIL CHAMBERS** **7:00 PM**
101 E Washington Street, Charles Town, WV 25414

CALL TO ORDER

1.. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2.. APPROVAL OF MINUTES

: **2023-343 -** City Council Special Meeting Minutes - March 16, 2023
March 16 the Special Council Meeting.docx

: **2023-342 -** City Council Public Hearing Minutes - March 20, 2023
March 20 public hearing.docx

: **2023-341 -** City Council Meeting Minutes - March 20, 2023
March 20 2023 Council minutes.docx

3.. PUBLIC COMMENT

4.. WARD REPORTS

5.. MAYOR'S REPORT

: **2023-308** Todd Wilt Recognition

: **2023-271** Oath Administration - Mr. Nathanael Hartman, Charles Town Parks & Recreation Commission – 6-year term serving 01/01/23 – 12/31/28
Mayor Trainor will swear in Mr. Hartman to serve on the Parks and Recreation Commission.

: **2023-309** South George Sidewalk Grant
Information Only

: **2023-310** City Manager Solicitation Update
Information only

6.. COMMITTEE REPORTS

: **2023-335** Ordinance Committee
Ordinance_Meeting_Minutes_3_30_23.pdf

7.. CITY MANAGER REPORT

8.. POLICE CHIEF REPORT

9.. UNFINISHED BUSINESS

: **2023-318** Pharmaceutical Industry Opioid Lawsuit, Propose Settlement Agreement

Council is requested to vote on the final written settlement agreement with Walgreens.
Proposed Settlement Agreement Pharmaceutical Industry Opiod Lawsuit.pdf

: **2023-320** FY2024 "But-For" Application Process (Tabled until 20 March 2023 meeting)

: **2023-192** FY23 Community Donations - But For Organizations
Council will need to determine to either allocate the "But For" allowances to the respective organizations or have it roll over into the contingencies.
2022 contribution received letter-Jefferson County Comunity Ministries.pdf
CHARLES TOWN LIBRARY Donation Use Letter 2022 .pdf
CHARLES TOWN MUSEUM Donation Use Letter 2022 .pdf
Citizens Fire Charles Town City 2022 Funds.pdf
EPTA Budget_Request_Cover_Letter_FY24.pdf
Independent Fire Co. Donation Use Letter 2022 .pdf

: **2023-321** Discussion and Possible Action Relating to Personnel Matters (Possible Executive Session)

10.. NEW BUSINESS

: **2023-322** Jefferson County CVB Presentation
Information Only

: **2023-323** Norborne Glebe Bond Reduction Phase 14B
Requesting bond reduction approval by Council. Planning Commission recommends approval.
1. Staff report.pdf
2. Performance Bond Reduction.pdf
3. Land Disturbance Bond Reduction.pdf
4. Kimley-Horn review.pdf
5. Review form.pdf

: **2023-324** Vacant Properties Board Discussion (Possible Executive Session)

11.. REFERRALS TO COMMITTEES/COMMISSIONS

12.. APPROVAL OF BILLS

: **2023-344 -** Payment of Bills - April 3, 2023
CAPITAL RESERVE COUNCIL REPORT 2023 4 03.pdf
GENERAL FUND COUNCIL REPORT 2023 4 03.pdf
PARKS & REC COUNCIL REPORT 2023 04 03.pdf
General Fund Report 4-3-23.pdf

13.. ADJOURNMENT

14.. INFORMATION ONLY - NEXT MEETING Tuesday, April 18, 2023

: **2023-325** Oath of Office - Charles Town Interim City Clerk, Meeks
Alissa Meeks - Interim City Clerk.pdf

: **2023-326** Oath of Office - Interim Director and Chair of Charles Town Utility Board, Mayor Trainor
2023 Bob Trainor - Interim Board of Director and Chair.pdf

: **2023-327** Oath of Office - Charles Town Utility Board of Directors Appointment, Heidi Parker -March 22, 2023
Oath of Office CTUB Heidi Parker.pdf

: **2023-328** Charles Town Utility Board Minutes - March 8, 2023
CTUB Board Minutes March 8, 2023.pdf

: **2023-329** Charles Town Utility Board Minutes - March 9, 2023
CTUB Board Minutes March 9 2023.pdf

: **2023-330** Letter of Support for CTUB Congressional Directed EPA Grant - Senator Manchin, March 6, 2023
Letter of SUpport for CTUB Congressional Directed EPA Grant Senator Manchin.pdf

: **2023-331** Letter of Support for CTUB Congressional Directed EPA Grant - Senator Capito, March 6, 2023
Letter of Support for CTUB Congressional Directed EPA Grant Senator Capito.pdf

: **2023-332** Mayor Letter of Support for a Congressional Directed Spending Grant for the non-Profit Local Food Access Program, March 9, 2023
Mayor Letter of Support for a Congressional Directed Spending Grant for non Profit Local Food Access Program.pdf

: **2023-333** Planning Commission Minutes - November 28, 2022
Planning Commission minutes November and December 2022.pdf

NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at:

https://www.charlestownwv.us/government/agendas-and-minutes/

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-343 - City Council Special Meeting Minutes - March 16, 2023

ATTACHMENTS:

- March 16 the Special Council Meeting.docx

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • March 16, 2023

Special Meeting **Council Chambers** **6:00 PM**

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Bob Trainor	Mayor	Present	
James Kratovil	Councilmember	Present	
Elizabeth Ricketts	Councilmember	Present	
Kevin Tester	Councilmember	Present	
Jeff Hynes	Councilmember	Present	
Jean Petti	Councilmember	Present	
Julie Philabaum	Councilmember	Absent	6:10 PM
Micheal George	Councilmember	Present	
Rikki Twyford	Councilmember	Present	

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. NEW BUISNESS

2023-263: Personnel Matters – City Manager Mid-Year Performance Review (Possible Executive Session)

Ms. Petti moved that the Council enter into Executive Session. Mr. Hynes seconded the motion, and hearing no objections Mayor Trainor declared the Council in Executive Session.

Mayor Trainor declared the Council out of Executive Session.

Mr. Kratovil moved to table the City Manager Performance discussion until the April 18, 2023 scheduled Council meeting. Ms. Petti seconded the motion, and it failed by a 3-5 vote.

Ayes: Kratovil, Ricketts, Twyford
Nays: Tester, Petti, Hynes, Philabaum, George

Mr. Hynes moved to dismiss the City Manager, Mr. John Barkley. Ms. Philabaum seconded the motion, and it passed with a 6-3 vote.

Only the final vote is reflected in the box below.

RESULT:	**APPROVED [6-3]**
MOVER:	Jef Hynes
SECONDER:	Julie Philabaum
AYES:	Tranior, Tester, Hynes, Petti, Philabaum, George
NAYS:	Kratovil, Ricketts, Twyford

3. ADJOURNMENT

Mayor Trainor asked if there was any other business to come before the Council. Hearing none, he declared the meeting adjourned.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-342 - City Council Public Hearing Minutes - March 20, 2023

ATTACHMENTS:

- March 20 public hearing.docx

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • March 20, 2023

Special Meeting **Council Chambers** **5:00 PM**

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Bob Trainor	Mayor	Present	
James Kratovil	Councilmember	Remote	
Elizabeth Ricketts	Councilmember	Remote	
Kevin Tester	Councilmember	Absent	5:05 PM
Jeff Hynes	Councilmember	Present	
Jean Petti	Councilmember	Absent	
Julie Philabaum	Councilmember	Present	
Micheal George	Councilmember	Present	
Rikki Twyford	Councilmember	Absent	

Ms. Alissa Meeks, Community Development Director and Mr. Todd Wilt, Operations Director were also in attendance.

NEW BUISNESS

2023-288: Appointment of an Interim City Clerk

Mayor Trainor asked if there were any objections to appointing Ms. Alissa Meeks as interim Charles Town City Clerk. Hearing none, he administered the oath of office for Charles Town City Clerk to Ms. Alissa Meeks.

2023-270: Public Hearing in Consideration of Proposed Tax Increase - FY 2024 Class I Rate/Levy Rate

Two people signed up for the public hearing.

Mr. Randy Hilton voiced his approval of a proposed Class I Levy rate of 11.83¢/$1,000.

Ms. Patricia Cahall voiced her opposition to a proposed Class I Levy rate of 11.83¢/$1,000, recommending a rate of 10.90¢/1,000.

ADJOURNMENT

After 30 minutes without anyone else present or signed up for the public hearing, Mr. Hynes moved to adjourn the meeting. Mr. George seconded the motion, and hearing no objections the Mayor declared the meeting adjourned.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-341 - City Council Meeting Minutes - March 20, 2023

ATTACHMENTS:

- March 20 2023 Council minutes.docx

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • March 20, 2023

Regular Meeting **Council Chambers** **7:00 PM**

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Bob Trainor	Mayor	Present	
James Kratovil	Councilmember	Remote	
Elizabeth Ricketts	Councilmember	Remote	
Kevin Tester	Councilmember	Present	
Jeff Hynes	Councilmember	Present	
Jean Petti	Councilmember	Present	
Julie Philabaum	Councilmember	Present	
Micheal George	Councilmember	Present	
Rikki Twyford	Councilmember	Present	

Mr. Todd Wilt, Operations Director; Ms. Alissa Meeks, Community Developer Director and interim City Clerk; Ms. Breanna Andrews, Finance Director; and Chief Chris Kutcher, Charles Town Police Department were also in attendance.

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

2023-284: City Council Meeting Minutes - March 6, 2023

There being no changes, corrections, or objections to the minutes, Mayor Trainor declared the minutes approved.

3. PUBLIC COMMENT

Two people signed up for public comment.

Ms. Amanda Stroud, a Ranson Council member, requested that the City include the City's Noise Ordinance with special activity permit approvals.

Mr. Mark Peiffer, Program Manager of Community Markets, in support of their American Rescue Plan Act (ARPA) request, presented a brief description of the Community Markets' plan, which includes a mobile market to help families access access locally grown fruits and vegetables.

4. WARD REPORTS

Ward #1

Ms. Ricketts reported that she will be continuing her work with the Charles Town Utility Board to improve their public alert system.

Mr. Kratovil reported that he is supportive of allowing food trucks in the downtown shopping district.

Ward #2

Mr. Tester reported that The Old Opera House will be holding their 50th Anniversary Gala on May 6, 2023, at the Hollywood Casino. Tickets are available on their website.

Mr. Hynes expressed his appreciation for the support of his friends and neighbors, especially with their help ensuring that his children are able to participate in their activities when he is otherwise unavailable due to Council commitments.

Ward #3

Ms. Petti reported that the Shenandoah Potomac Garden Council will hold its 65th Annual Home and Garden Tour on April 29-30, 2023. Tickets can be purchased in advance on their website or at the door on the day of the event. She congratulated Jennifer Verdugo on her appointment as the new Jefferson County social services liaison (her office will be located at Jefferson County Community Ministries) and thanked the Mayor for bringing this important position to the attention of the Jefferson County Commission.

Ms. Philabaum reported that she attended the Infrastructure Committee meeting and will have an update later in the meeting.

Ward #4

Mr. George reported that the opening day of the Charles Town Farmers Market is April 15th; the same day as Blooms and Blossoms and the Pub Crawl.

Ms. Twyford reported the following:

- That she was nominated for and was accepted as one of just a few positions for the 2023 Leadership West Virginia Program.

- She congratulated all Jefferson County Math Field Day Regional participants. She had a special shout out to her son, Owen, who took first place in his grade and will now compete at the state level.

- That she attended the Jefferson County Board of Education Parent Senate Meeting on March 15th and Active Shooter and Emergency Response Training and thanked the Jefferson County Chamber of Commerce and the Jefferson County Sheriff's Office for hosting the training. She also thanked Blaze Pizza for hosting a very successful "Pi Day" on March 14th.

- The City will host a Town Hall Meeting regarding Food Trucks on March, 23 at City Hall; the ribbon cutting event for Corner Connection is scheduled for April 1st; the Mary Washington Living History Event will take place at Happy Retreat; and the Kid's Easter Fund Day is scheduled for the Sunday, April 2nd at the American Legion.

5. MAYOR'S REPORT

Mayor Trainor reported the following:

- That he attended the Charles Town Utility Board, Building Commission, and the Charles Washington Hall/G.A.P. Coalition lease meetings.

- That he met with Sheetz Company representatives regarding traffic concerns at their future store on Augustine Avenue and met with representatives from Ranson and Frontier Communications regarding Frontier's recent digging and cable laying activities in both cities. A follow up meeting is scheduled for March 29th.

- That TEK Advisors will be hosting a local government cookout on April 26th at the Ranson Civic Center from 11:00AM-2:00PM.

2023-281: Letter of Appreciation & Recognition - Glenn Stevens

Mayor Trainor presented and read into the record a letter of appreciation to Captain Glenn Stevens, Charles Town Police Department (CTPD), on the occasion of his pending retirement from the CTPD, citing his exemplary 26 years of service to the City of Charles Town. He also presented Captain Stevens with a Key to the City and a Mayor's Coin.

6. COMMITTEE REPORTS

2023-273: Infrastructure Committee

Ms. Philabaum reported that the Request for Proposal (RFP) for street repaving was scheduled for release by the end of March but in light of recent developments at City Hall, the Committee will need to verify the timing of the release with staff. The Committee is working with staff to coordinate efforts with the Jefferson County Commission regarding the Liberty Street stormwater mitigation project and is in the process of identifying outdated wayfinding signs in the downtown area. The Carbon Neutral by 2030 proposed resolution was table until the April meeting.

2023-274: Charles Town Building Commission

Mayor Trainor reported that Sarah Edgar was sworn in at the Building Commission meeting, as their newest member; that the Commission agreed to release excess street bond funding to the City; and that the Commission agreed to a quarterly meeting schedule.

2023-275: Mayors Select Committee for Consideration of Renewal of the Lease for CW Hall

Mayor Trainor reported the select committee had their first meeting, at which the current lessee gave a brief overview of their current and future operations, including financials. The next meeting is scheduled for 10:00AM, April 7, 2023, at City Hall.

7. CITY MANAGER REPORT

Ms. Alissa Meeks reported that she attended the Frontier Communication meeting in Ranson on March 15, 2023, where permitting, licensing, and repairing damages caused by recent operations were among the topics discussed. Frontier Communication is scheduled to present their remediation plan to repair damage incurred as a result of their operations at the March 29th meeting. She also reminded the Council that a Townhall meeting on the topic of Food Trucks is scheduled for 7:00PM, March 23rd at City Hall.

Mr. Todd Wilt, in response to Ms. Twyford's question regarding the possible interred persons at the Coloured Grave Yard located at South Seminary and Avis Street, reported that he is awaiting responses from possible engineering firms who are capable of subterraneous surveying the area.

2023-282: Congressionally Directed Spending Requests - Letters of Support

Ms. Alissa Meeks reported that Mr. Matt Ward, Sustainable Solutions, will provide to the City's draft letters of support for signature for the following Congressional Directed Spending (CDS) requests:

- Webb-Blessing Housing Restoration & Reuse Action Plan; and
- Jefferson County Community Ministries Services Center Project

8. POLICE CHIEF REPORT

Chief Kutcher reported that several candidates are expected at the Charles Town Police Department (CTPD) scheduled entrance test April 1, 2023. He also reported that the CTPD working with Mr. Matt Ward regarding the status and specific requirements of the CTPD's Department of Justice - Community Orientated Police Services (COPS) Technology grant awards. Finally, he reported that the CPTD successfully conducted their safety check point per the Governor's Highway Safety Program and plan another such event in May.

9. UNFINISHED BUSINESS

2023-272: Charles Town Utility Board Member Vacancy - 1 new 4-year term, serving 01/01/19 - 12/31/23 (Jefferson County Commission Recommendation Appointment) - Candidate Update

After a brief interview process, Mr. George moved to appoint Ms. Heidi Parker to the Charles Town Utility Board for the reminder of the term ending December 31, 2023. Ms. Petti seconded the motion, and it passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Micheal George
SECONDER:	Jean Petti
AYES:	Kratovil, Ricketts, Tester, Hynes, Petti, Philabaum, George, Twyford

2023-277: Fiscal Year 2024 Budget Consideration - Operating Budget and Coal Severance Budget

Mr. George moved to approve the Fiscal Year 2024 Operating and Coal Severance Budget. Ms. Philabaum seconded the motion, and it passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Micheal George
SECONDER:	Julie Philabaum
AYES:	Kratovil, Ricketts, Tester, Hynes, Petti, Philabaum, George, Twyford

2023-240: Jefferson County Parks & Recreation Fireworks Partnership Request

Mr. George moved to provide funding in the amount of $4,000.00 to the Jefferson County Park and Recreation Fireworks Partnership; the Finance Committee to determine the funding source in the FY2023 budget. Ms. Twyford seconded the motion.

Mr. Kratovil moved to reduce the amount to $2,000.00. There was no second on the motion.

The original motion, passed by a 6-2 vote.

RESULT:	**APPROVED [6-2]**
MOVER:	Micheal George
SECONDER:	Rikki Twyford
AYES:	Tester, Hynes, Petti, Philabaum, George, Twyford
NAYS:	Ricketts, Kratovil

10. NEW BUSINESS

2023-286: Appointment of an Interim Director and Chair for the Charles Town Utility Board

Mr. Hynes moved to appoint Mayor Trainor as Interim Director and Chairman for the Charles Town Utility Board of Directors. Ms. Philabaum seconded the motion, and it passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Julie Philabaum
AYES:	Kratovil, Ricketts, Tester, Hynes, Petti, Philabaum, George, Twyford

2023-287: Discussion and Possible Action Relating to Personnel Matters. (Possible Executive Session)

Ms. Twyford moved to enter into Executive Session. Hearing no objections, Mayor Trainor declared the Council in Executive Session.

Mayor Trainor declared the Council out of Executive Session.

Ms. Petti moved to authorize Mayor Trainor to negotiate and execute the terms of a contract to hire an interim City Clerk to serve until a City Manager is hired and begins work. Mr. Hynes seconded the motion, and it passed unanimously.

Ms. Petti moved to authorize the Personnel Committee to initiate the search for a City Manager. Ms. Philabaum seconded the motion, it passed by a 7-1 vote.

Only the final vote is reflected in the box below.

RESULT:	**APPROVED**
MOVER:	Jean Petti
SECONDER:	Julie Philabaum
AYES:	Kratovil, Tester, Hynes, Petti, Philabaum, George, Twyford
NAYS:	Ricketts

11. REFERRALS TO COMMITTEES/COMMISSIONS

There were no referrals to committees or commissions.

12. APPROVAL OF BILLS

2023-285: Payment of Bills - March 20, 2023

Mr. Kratovil moved to approve the bills for payment. Mayor Trainor asked if there were any objections. Hearing none, he declared the bills approved.

13. ADJOURNMENT

Mayor Trainor asked if there was any other business to come before the Council. Hearing none, he declared the meeting adjourned.

14. INFORMATION ONLY - NEXT MEETING April 3, 2023, 700 PM

2023-276: Oath of Office - Charles Town Building Commission Appointment, Sarah Edgar - March 10, 2023

2023-278: Charles Town Utility Board Minutes - February 22, 2023

2023-283: Mayor Select Committee considering partnering with the Ranson Convention and Visitors Bureau - March 6, 2023

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-308 Todd Wilt Recognition

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-271 Oath Administration - Mr. Nathanael Hartman, Charles Town Parks & Recreation Commission – 6-year term serving 01/01/23 – 12/31/28

Mayor Trainor will conduct an Oath Administration to Mr. Nathanael Hartman, Charles Town Parks & Recreation Commission to serve a 6-year term serving 01/01/23 – 12/31/28.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-309 South George Sidewalk Grant

Governor Jim Justice announced the award of 38 Transportation Alternatives Projects (TAP) grants for Federal Fiscal Year 2022, worth $9,734,552 in total, for projects in 22 counties. The TAP grants are administered by the WV Department of Transportation (DOT) and funded by the Federal Highway Administration. The City of Charles Town received $511,228.75 for construction improvements allocated for the South George Street pedestrian improvements.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-310 City Manager Solicitation Update

Staff has published the City Manager vacancy to include the job description and profile to the ICMA, VLGMA, VML, WVML, Spirit, Journal, Indeed and the City's social media sites.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-335 Ordinance Committee

ATTACHMENTS:

- Ordinance_Meeting_Minutes_3_30_23.pdf

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

FROM: Alissa Meeks, Interim City Clerk and Director of Community Development

SUBJECT: City Manager's Report

DATE: April 3, 2023

ADMINISTRATION AND OPERATIONS

2023 Municipal Election. The city's ballot commissioners met last week with the city clerk on March 29 to set the ballot for the upcoming municipal election. State law requires names to be placed on the ballot in random order. The ballot commissioners and staff conducted a random drawing for each contested race to determine the order of names. Staff will work to have the city's banners, yard signs and flags distributed and posted as we draw close to the May Election

COMMUNITY AND ECONOMIC DEVELOPMENT

Town Hall Mobile Food Truck. CDD staff hosted a town hall meeting on Thursday, March 23 to determine the community's level of interest in proposing a Mobile Food Truck Ordinance. Approximately 40 community members comprised of restaurant owners, mobile food vendors, downtown businesses, patrons and residents showed up to voice comments. Most of the feedback suggested food trucks were desired, but in a regulated manner. Per the City's Zoning requirements, legal ads have subsequently been posted regarding the issue and a public hearing will be held before the Planning Commission on April 24 at 7:00PM. The language of the ordinance is still being drafted, but the text amendment to the Zoning Ordinance will define and regulate mobile food vendors. The amendment would amend Code Section 1322.04 Zoning District Use Table and would create a new section under Article 1323 Supplemental Regulations and add a definition to Article 1325.

Augustine Avenue Trail and Sheetz. Phase I of the Augustine Avenue Trail is expected to be completed by late April. Phase I is strictly the design portion. The City's legal advisor and Alpha Engineers are refining the final aspects of the right-of-way and easement locations for Phase 2 and Phase 3. The City is waiting for the Construction Agreement from Department of Highways and DOH is expecting a mid-May Final Field Review (FFR).

On March 9, City officials and staff met with Sheetz personnel to discuss the traffic light associated with the Augustine Avenue Sheetz project. The verbal confirmation from that meeting indicated a designated green light/arrow for traffic exiting out of Washington High School; however, further confirmation from both DOH and Sheetz suggested there will not be a left/green arrow as part of the designed scope. DOH advises if the signal was programmed to have a left turn arrow it would

function at a lower level of service. Sheetz has offered to conduct a post construction analysis that could warrant an adjustment to the light. Further, DOH is working on the design of a crosswalk across Augustine Avenue and Sheetz will provide/fund the crosswalk as part of their plan scope. City officials have not signed the Traffic Signal Agreement needed by DOH and will meet again with Sheetz personnel on April 19th. Sheetz is expecting to have their store open by the end of September.

DOH Sidewalk Work. Traffic cones and barricades are peppered along S. West Street and the corner of Augustine Avenue where DOH is completing work on the sidewalks/ADA grids.

Frontier. The stop work order is still in effect for Frontier and their subcontractors until a remediation plan is reached between Frontier and the City. On March 29, CTUB officials, Ranson Charles Town, and Frontier personnel met to discuss ongoing remediation efforts. CTUB and Frontier have reached and executed an agreement and Charles Town is waiting to receive feedback on the City's proposed remediation agreement.

Community Development Permitting and Code Enforcement Update.
In the month of March, the CDD issued over 392 building permits and collected over $160K in permit fee revenue to include developer fees. The Building Official/Code Enforcement issued 26 citations for code enforcement-related concerns to include nuisance conditions, operating/working without a license, and building code violations.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-318 Pharmaceutical Industry Opioid Lawsuit, Propose Settlement Agreement

Proposed final written settlement agreement with Walgreens. Associated documents will need to be signed no later than April 13, 2023.

ATTACHMENTS:

- Proposed Settlement Agreement Pharmaceutical Industry Opiod Lawsuit.pdf

Walgreens West Virginia State-Wide Opioid
Settlement Agreement

I. OVERVIEW

This Settlement Agreement dated as of January 13, 2023 sets forth the terms and conditions of a settlement between and among the State of West Virginia (defined herein) and Walgreens (defined herein) (collectively, "the *Parties*") to resolve opioid-related Claims (defined herein) against Walgreens.

Walgreens has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Walgreens expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Walgreens. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves as to Walgreens, among other things, the lawsuit captioned *State of West Virginia ex rel. Patrick Morrisey, Attorney General* v. *Walgreens Boots Alliance, Inc., et al.,* Civil Action No. 20-C-82 PNM (W. Va. Cir. Ct. Putnam County) (the "*West Virginia AG Action*"), pending within *In re: Opioid Litigation,* Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and Actions brought and/or Claims possessed by Participating Local Governments.

II. DEFINITIONS

A. "*Actions*" means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.

B. "*Alleged Harms*" means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of a Product, non-exclusive examples of which are described in the documents listed on Exhibit A, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Walgreens.

C. "*Agreement*" and "*Settlement Agreement*" mean this settlement agreement together with the Exhibits thereto.

D. "*Bar*" means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from

maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

E. "*Case-Specific Resolution*" means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.

F. "*Claim*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

G. "*Class I Local Government*" means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).

H. "*Class II Local Government*" means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).

I. "*Class III Local Government*" means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).

J. "*Class IV Local Government*" means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).

K. "*Common Benefit Fund Commissioner*" means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court's Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court's Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).

L. "*Consent Judgment*" means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit F, which provides for, among other things, the release set forth below, the Court's approval of the Litigation Cost Amount, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.

M. "*Counsel*" means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.

N. "*Court*" means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation,* Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).

O. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) compounding, counseling and documentation relating to any Product or class of Products (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (5) diversion control programs or suspicious order monitoring related to any Product. For avoidance of doubt, products other than Products are not included in Covered Conduct.

P. "*Effective Date*" means the date on which Walgreens makes the payment described in Section III.A.

Q. *"Execution Date"* means the date on which this Agreement is executed by the last Party to do so.

R. *"Finality"* means:

1. the Agreement and the Consent Judgment have been approved and entered by the Court as to Walgreens, including the release of all Released Claims against Released Entities as provided in this Agreement; and

2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

S. *"Global Settlement"* means the Settlement Agreement between Walgreens, other states and political subdivisions in the United States dated December 9, 2022 setting forth the terms of settlement of claims against Walgreens in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) and related state court prescription opiate litigation.

T. *"Later Litigating Local Government"* means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.

U. *"Litigating Local Government"* means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.

V. *"Litigation Cost Amount"* has the meaning specified in Section III.A below.

W. "*Local Government*" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code§§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, "Local Government" does not include special districts or school boards.

X. "*Non-Litigating Local Government*" means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.

Y. "*Non-Participating Local Government*" means a Local Government that is not a Participating Local Government.

Z. "*Participation Date*" means one hundred twenty (120) days after the Agreement is executed.

AA. "*Participating Local Government*" means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under subsection VIII.A or VIII.C.

BB. "*Plaintiff*" means the State of West Virginia, acting by and through its Attorney General.

CC. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. "Product" also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.

DD. "*Qualified Settlement Fund*" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

EE. "*Qualified Settlement Fund Administrator*" means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator's fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement.

FF. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasors (whether or not West Virginia or such Local Government or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. While the State takes no position on the availability of such defenses, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

GG. "*Released Entities*" means Walgreens and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of Walgreens; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of Walgreens or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of Walgreens or its subsidiaries, including in any Walgreens or subsidiary's capacity as a participating

member in such joint venture; (5) all direct or indirect parents and shareholders of Walgreens (solely in their capacity as parents or shareholders of Walgreens with respect to Covered Conduct); and (6) any insurer of Walgreens or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity).

HH. "*Releasors*" means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State's Attorney General and/or each Participating Local Government to release Claims, (a) the State's and each Participating Local Government's departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasisovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release Form (in the form attached as Exhibit D to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VII.F.

II. "*Remediation Amount*" has the meaning specified in Section III.A below.

JJ. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Local Governments in the State that (1) conforms with the State's statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Walgreens other than those provided for in the Agreement, or contain any provision inconsistent with any

provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Local Governments collectively representing 1% or more of the State's population opt out. In seeking certification of any Settlement Class, the State and applicable Local Governments shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.

KK. "*Settlement Sum*" means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Walgreens and all Released Entities as specified in Section III.A below. Neither Walgreens nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.

LL. "*State*" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

MM. "*Walgreens*" means Walgreens Co. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.GG.

III. CONSIDERATION TO BE PROVIDED BY WALGREENS

A. *Settlement Sum.* The Settlement Sum is $83,000,000 reflecting a substantial premium for the State given the unique facts and circumstances associated with the Actions, including without limitation the trial date and the impact of opioid abuse and misuse in the State. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the State's and Participating Local Governments' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Walgreens and the Released Entities in the Actions, and to be disbursed as provided in Section IX below; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State and disbursed as provided in Section IV below. Walgreens does not concede that these activities constitute cognizable abatement. For the avoidance of doubt, the Remediation Amount equals the aggregate amount paid or incurred by Walgreens hereunder other than amounts that constitute the Litigation Cost Amount. The Qualified Settlement Fund Administrator shall place the Litigation Cost Amount and the Remediation Amount into separate sub-funds within the Qualified Settlement Fund pending their disbursement as provided in this Settlement Agreement. On or before the Participation Date, the State shall provide to Walgreens Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population

of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the "Participation Threshold"). For the avoidance of doubt, the requirement that Walgreens pay the Settlement Sum pursuant to this Agreement shall become binding only upon the State's provision to Walgreens of Election and Release Forms demonstrating that it has met the Participation Threshold.

B. *Timeline for Settlement Sum Allocation and Payments.* Provided that the State has met the Participation Threshold, within three (3) business days of the earliest of either Walgreens' receipt of Election and Release Forms demonstrating that the Participation Threshold has been met or the Participation Date, the Parties shall jointly file with the Court a request that the Court determine what portion of the Settlement Sum constitutes the Litigation Cost Amount. The State agrees that it will not seek a Litigation Cost Amount percentage greater than that sought from any other settling party, and it is the Parties' expectation and intent that the Litigation Cost Amount percentage shall be no greater than for any other settling party. If the Court has not issued an order regarding the portion of the Settlement Sum that constitutes the Litigation Cost Amount by May 1, 2023, the Parties will meet and confer and will agree by May 8, 2023 on an allocation as between the Remediation Amount and the Litigation Cost Amount, subject to revision by the Court. If the Parties agree on an allocation as between the Remediation Amount and the Litigation Cost Amount and the Court later orders a different allocation as between the Remediation Amount and the Litigating Cost Amount, the State agrees to cooperate with Walgreens in preparing any tax forms reasonably requested by Walgreens, including but not limited those set out in Section XI.F. Walgreens shall, within fifteen (15) days after the occurrence of (1) the Participation Date; (2) the Court issuing a ruling determining what portion of the Settlement Sum constitutes the Litigation Cost Amount or an agreement by the Parties on such allocation, whichever comes first; (3) Walgreens's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met; and (4) the date the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court and Walgreens has received from the West Virginia Attorney General a W-9 and wire instructions for the Qualified Settlement Fund, pay into the Qualified Settlement Fund the total sum of $11,066,666.67 (the "Initial Payment"). Beginning one year after the Initial Payment, WALGREENS shall pay into the Qualified Settlement Fund $11,066,666.67per year for payment years 2 and 3, and $9,960,000 per year for payment years 4 through 8 (the "Subsequent Payments") pursuant to the schedule set forth in Exhibit H.

C. *No Other Payments by Releasees.* Other than the Initial Payment and the Subsequent Payments described in Section III.A, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.

D. *Consent Judgment.* As soon as practicable following the Effective Date, and prior to the Initial Payment, Plaintiff shall file in the Court a proposed Consent Judgment

substantially in the form of Exhibit F. The Consent Judgment shall be approved by the Court and include the dismissal with prejudice, as to Walgreens and all other Released Entities, of the West Virginia AG Action and the Actions of Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to (1) determine the allocation of the Litigation Cost Amount as provided in Section IX, and (2) enter an Amended Consent Judgment imposing injunctive terms as set out in Section V.A. The Parties shall confer and agree as to the final form and time of filing of the Consent Judgment and any amended Consent Judgment prior to its filing with the Court.

IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT

A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. For the avoidance of doubt, the Qualified Settlement Fund Administrator shall not allocate or distribute any of the Remediation Amount to any Non-Participating Local Government.

B. Walgreens shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with this Agreement and all applicable laws, unless otherwise ordered by the Court.

V. INJUNCTIVE RELIEF

A. The State and Walgreens agree that the Consent Judgment shall provide that the Court shall retain jurisdiction to enter an Amended Consent Judgment imposing injunctive terms that match the injunctive terms imposed in the Global Settlement upon effectiveness of the Global Settlement. If the Global Settlement does not go into effect within one year of the Effective Date, then the State may elect by no later than three years of the Effective Date and upon 90 days' notice to Walgreens for the injunctive terms attached as Exhibit F to Walgreens' settlement agreement with the Florida Attorney General to apply instead.

VI. CESSATION OF LITIGATION ACTIVITIES

A. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant. The State shall use best efforts to cause Litigating Local Governments to cease all activities in accordance with the foregoing understanding.

VII. RELEASE AND DISMISSAL

A. *Scope*. As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors' Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:

a. Released Entities shall not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;

b. The Initial Payment and the Subsequent Payments shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waives its right to seek reallocation to WALGREENS pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;

c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-

Party under any theory, including on the basis of contribution, indemnity or other claim-over (a "*Claim-Over*").

e. The provisions of this subsection VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Walgreens in subsection VII.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection VII.B.2, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Walgreens and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Walgreens under this Settlement Agreement).

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for

itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

F. *Representation and Warranty.* The State's Attorney General expressly represents and warrants that it will, on or before the Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also,

for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.

H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement. While the State takes no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct or the Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.

I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Walgreens and any other Released Entities dismissed as part of the Consent Judgment to be entered pursuant to Section III.E above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Walgreens and any other Released Entities within seven (7) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

VIII. PARTICIPATION BY LOCAL GOVERNMENTS

A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.

B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the

settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.

C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.

D. *Representation With Respect to Local Government Participation.* The State represents and warrants that it has a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. The State acknowledges the materiality of the foregoing representation and warranty. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Walgreens, which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.

E. *Representation With Respect to State Abatement Claims.* The State represents and warrants that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.

F. *Representation With Respect to Claims by Later Litigating Local Governments.* The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Later Litigating Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Later Litigating Local Government's Claims as to the Released Entities, or other means.

G. Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.

H. Concurrently with Plaintiff's submission of the Consent Judgment per Section III.E above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit G, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

IX. ATTORNEY FEES, COSTS AND EXPENSES; DISBURSEMENT OF LITIGATION COST AMOUNT

A. Counsel for any Participating Local Government may submit applications to the Common Benefit Fund Commissioner seeking an allocation from the Litigation Cost Amount for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees, incurred by it prior to the Execution Date in connection with the Actions against Walgreens. The State may submit applications to the Common Benefit Fund Commissioner or may otherwise petition the Court for an award of reasonable attorney fees, costs and/or expenses to be paid from the Litigation Cost Amount.

B. The Parties recognize that the goal of this Agreement is one hundred percent (100%) participation by Local Governments. In determining the allocation among Counsel of the Common Benefit Fund, the Common Benefit Fund Commissioner shall consider such factors as whether the Counsel and his or her clients have contributed to increasing (or reducing) the payments awarded to the State through participation and whether the Counsel represents any Non-Participating Local Governments and/or any Later Litigating Local Governments. It is the Parties' expectation and intent that no portion of the Litigation Cost Amount will be distributed to Counsel for attorney fees, costs and/or expenses incurred in connection with the representation of any Non-Participating Local Government and/or any Later Litigating Local Governments, and the State agrees that it will not take any positions to the contrary before the Court, except to the extent it is part of the consideration of Common Benefit fees or cost.

C. The Common Benefit Fund Commissioner shall recommend, subject to the Court's review upon request, an allocation of the Litigation Cost Amount among the various Counsel who submitted applications in accordance with Section IX.A. Such allocations shall be subject to the limitations and conditions set forth in this Agreement, the provisions of the West Virginia First Memorandum of Understanding, West Virginia law, and the Orders of the Court. Any objections to the Common Benefit Fund Commissioner's recommended allocation shall be resolved by the Court.

D. Notwithstanding provisions herein, an attorney may include any work done or time spent on the implementation of, or in furtherance of completion of, this Settlement Agreement prior to or after the Effective Date in a fee request or application. In the event the total amount of fees, costs, and expenses awarded pursuant to this Section IX is less than the Litigation Cost Amount, the remainder shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

E. For the avoidance of doubt, nothing in this Section IX shall require any payment by Walgreens beyond the Settlement Sum, nor shall Walgreens have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from Walgreens as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as Walgreens may voluntarily elect to provide.

F. The Litigation Cost Amount is intended to compensate Counsel for the State and Participating Local Governments for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees paid on behalf of Participating Local Governments, incurred by them prior to the Execution Date in connection with the Actions against Walgreens, whether those Actions were filed in state or federal court.

G. No portion of the Litigation Cost Amount may be allocated on the basis of attorney fees, costs, or expenses incurred (1) after the Execution Date, (2) in connection with the representation of Non-Participating Local Governments, or non-governmental persons or entities, or (3) in connection with Claims against persons or entities other than the Released Entities.

H. To be eligible for any award from the Litigation Cost Amount, Counsel must certify each of the following in an application submitted pursuant to this Section IX:

1. The fees, costs, and/or expenses sought are for work performed or costs or expenses incurred by such Counsel before the Execution Date in connection with representing the State and/or one or more Participating Local Government(s) in connection with Claims against Walgreens concerning the Covered Conduct.

2. No portion of the fees, costs, or expenses sought is for work performed or costs or expenses incurred in connection with representing a Non-Participating Local Government.

3. Counsel will accept the allocation awarded by the Court and will not seek the payment of fees, costs, or expenses from any Participating Local Government in connection with this Settlement or the Released Claims.

4. Counsel will not assert, and instead expressly waives, any right to collect a contingency fee from any Participating Local Government related to the payments made by Walgreens.

5. Counsel has notified each West Virginia Local Government represented by such Counsel of the amount(s) sought in the application.

6. Counsel has no present intent to represent or participate in the representation of any Later Litigating Local Government or any Releasor with respect to Released Claims against Released Entities.

7. Counsel will not charge or accept any referral fees for any Released Claims brought against Released Entities.

8. Counsel will not engage in any advertising or solicitation related to Released Claims against Released Entities.

9. Counsel does not have a Claim for fees, costs or expenses related to a Later Litigating Local Government, except any Common Benefit Fee as allowed by Court Order.

10. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.

11. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.

I. If it is later determined that any certification made in support of an application pursuant to this Section IX is false, Counsel that submitted the application shall promptly repay to the Qualified Settlement Fund all amounts previously paid to that Counsel from the Litigation Cost Amount. Any such forfeited amount shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

X. ENFORCEMENT AND DISPUTE RESOLUTION

A. This Agreement shall only be enforceable by Walgreens and the State.

B. If either the State or Walgreens believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the "*Cure Period*"). In the event the alleged noncompliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, Walgreens and the State shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes identified in this Section X.

C. To the extent allowed by applicable law, this Agreement shall not be deemed to create a lien or encumbrance against any real property owned by Walgreens or its affiliates, unless in the event of a default or breach of the payment provisions by Walgreens. Nothing in this Section X.C shall be construed to limit any remedy of the State or a Participating Subdivision in the event of a default or breach of this Agreement by Walgreens.

XI. MISCELLANEOUS

A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Walgreens and Plaintiff and between the Released Entities and all Releasors. Walgreens is entering into this Settlement Agreement solely for the purposes of settlement and to resolve the West Virginia AG Action, all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Walgreens denies the allegations in the West Virginia AG Action and the other Actions and denies any civil or criminal liability in the West Virginia AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Walgreens of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the West Virginia AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the West Virginia AG Action or the other Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a

claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

C. *Use of Evidence at Trial.* The State agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation,* Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.

D. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.

E. *Taxes.* Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Amount paid by Walgreens constitutes restitution or remediation, as defined in Treasury Regulation § 1.162-21(e)(4), for damage or harm allegedly caused by the potential violation of a law and is an amount paid for the purpose of remediating the damage or harm allegedly caused, including to restore the affected persons, the State and Participating Local Governments to the same or substantially similar position or condition as existed prior to such damage or harm allegedly caused. The Parties acknowledge, agree and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government or any other person or entity for the costs of any investigation or litigation; and that no portion of the Remediation Amount or the Litigation Cost Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments. The State and Participating Local Governments acknowledge, agree and understand that Walgreens intends to allocate the cost of the Remediation Amount among the Released Entities using a reasonable basis. The State shall complete and file, on behalf of the State and every Participating Local Government, a Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of each year following a calendar year in which Walgreens makes an Initial Payment or a Subsequent Payment. On the Form 1098-F, the State shall identify the Remediation Amount, as agreed to by the Parties or as determined by the Court, as restitution/remediation amounts and shall furnish Copy B of such Form 1098-F to Walgreens by January 31 of each year following a calendar year in which Walgreens makes an Initial Payment or a Subsequent Payment. Alternatively, if reasonably requested by Walgreens for any year in which the Initial Payment or a Subsequent Payment is made, the State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Amount as remediation/restitution amounts,

and shall furnish Copy B of such Form 1098-F to Walgreens. Walgreens makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.

F. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Walgreens in violation of applicable federal, state, or other laws.

G. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

H. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.

I. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.

J. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

K. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

L. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Walgreens may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.

M. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

N. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

O. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

P. *Severability.* In the event any one or more immaterial provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement. Material provisions are those in Sections III, V, VII, and VIII of this Agreement.

Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

WALGREENS:

Michael J. Freeman
104 Wilmot Road, MS#144Q
Deerfield, IL 60015
michael.j.freeman@walgreens.com

Copy to WALGREENS's attorneys:

Harlan Levy
Foley Hoag LLP
1301 Avenue of the Americas
New York, New York 10019
hlevy@foleyhoag.com

Kristyn DeFilipp
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02110
kbuncedefilipp@foleyhoag.com

and

Wayne B. Mason
Faegre Drinker
1717 Main Street, Ste. 5400
Dallas, TX 75201-7367
Wayne.Mason@faegredrinker.com

For the State:

Vaughn T. Sizemore
Deputy Attorney General

Office of the Attorney General
P.O. Box 1789
Charleston, WV 25326
vaughn.t.sizemore@wvago.gov

Abby G. Cunningham
Assistant Attorney General
Office of the Attorney General
P.O. Box 1789
Charleston, WV 25326
abby.g.cunningham@wvago.gov

******SIGNATURE PAGE FOLLOWS******

APPROVED:

Date: 1-13-23

WALGREENS CO.

By: _____

Name: Michael Freeman

Title: Vice President, Head of Litigation, Employment and Regulatory Law

Date: 1-13-23

THE STATE OF WEST VIRGINIA

By: _____

Name: Patrick Morrisey

Title: Attorney General

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-320 FY2024 "But-For" Application Process (Tabled until 20 March 2023 meeting)

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-192 FY23 Community Donations - But For Organizations

Referral from 2/14/2023 Finance Committee Meeting:

The attached documents were received from "But For" organizations that received funding from the city last fiscal year and are requesting assistance in FY23.

FY2022 Payouts:
Citizens Fire Co - $10,000
EPTA - $4,000
Independent Fire Co - $10,000
Charles Town Library - $15,000
JCCM - $20,000
Jefferson County Museum - $1,000

This discussion is to determine funding amounts for the organizations listed above.

Proposed Motion:
Motion to approve ***Mover to Identify*** as a "but for" organization and fund in the amount of ***$_____*** for FY23 and direct staff to process accordingly.

ATTACHMENTS:

- 2022 contribution received letter-Jefferson County Comunity Ministries.pdf
- CHARLES TOWN LIBRARY Donation Use Letter 2022 .pdf
- CHARLES TOWN MUSEUM Donation Use Letter 2022 .pdf
- Citizens Fire Charles Town City 2022 Funds.pdf
- EPTA Budget_Request_Cover_Letter_FY24.pdf
- Independent Fire Co. Donation Use Letter 2022 .pdf

Jefferson County Community Ministries

RECEIVED
JUN 08 2022
BY:

June 10, 2022

Breanna Andrews
Accounting Manager
City of Charles Town
PO Box 14
Charles Town, WV 25414

Dear Ms. Andrews

At the request of Mayor Trainor and the City of Charles Town, I am providing a written report outlining what JCCM was able to accomplish with the City's grant of $20,000 on March 2, 2022.

With the City's contribution, we were able to add a full time Licensed Social Worker to our case management staff. JCCM matched the funds to hire the individual, which in turn expanded our case management capability to more than 400 individuals and families annually. This is a significant increase from the 25 under case management in early 2021.

JCCM currently serves over 1,500 individuals and about 500 families within Jefferson County. Our focus is on giving clients the ability to be self-sufficient. To accomplish this, we coordinate with over 50 different agencies to focus on the needs of the individual. On average each month we find permanent housing for three clients. Additionally, we also place approximately four clients each month in better paying jobs. Lastly, we have increased our day programs, giving clients the ability to serve the community, learn social and life skills, and attend literacy classes. The day programs provide our clients things to accomplish rather than roaming the streets. Your funds contributed to all these efforts.

On behalf of all our clients, I thank you Mayor, the members of the City Council, and your staff members for making all this possible. Your generous donations create opportunities that otherwise would be unavailable. If you have any questions, or require any further information, please let me know.

Regards,

Keith A. Lowry
Executive Director, JCCM

Cc:, Mayor Trainor, Charles Town WV.

THE
Charles Town LIBRARY
A Fine-Free Library

30 September 2022

Ms. Breanna Andrews, Accounting Manager
City of Charles Town
101 East Washington St.
Charles Town, WV 25414

Dear Ms. Barr:

The Charles Town Library greatly appreciates the support we receive from the City of Charles Town to provide library and information services to the city. 2022 has remained colored by the pandemic; we are still not fully open as we continue to practice social distancing in our relatively small space. However, we hope to return seating to a pre-pandemic level before the year is out.

Last year, we introduced digital services to the library through the Beanstack app which allows children and their parents to register for the summer reading program and other reading programs/challenges throughout the year. With our digital materials through hoopla, we are providing a significant number of audiobooks to our readers, far more than pre-pandemic when we only had CD books. Patrons can also check out ebooks, movies, tv shows, and comics through the hoopla service. With these digital services, our patrons can access them from anywhere. One patron, who has a robust travel schedule has mentioned how important these digital services have become as she travels the world. It is pretty neat that we have a user in France, for example, who can access our services.

The City's contribution to the library has allowed us enough financial cushion to feel comfortable in taking the financial risks that an underfunded library normally cannot responsibly take. Hoopla costs, as they have become more popular this year, have soared to almost $15,000 for the year. The city contributed approximately 5% of the cost of running the library, including personnel, materials, and basic operations.

More than 7,000 residents with Charles Town addresses hold a Charles Town Library card. The library remains free to all. Without fines, there are no impediments to using the library and this is especially good for those with limited resources.

As a community library we are pleased to provide these benefits to the citizens of Charles Town and look forward to serving our community with your continued support.

Yours sincerely,

Marcella Genz, MLIS, PhD
Director

c: Robert Trainer, Mayor
John Barkley, City Manager

JEFFERSON COUNTY MUSEUM

200 East Washington Street, Charles Town, WV 25414 · 304-725-8628 · jeffcomuseumwv.org

RECEIVED
SEP 21 2022
BY:

September 17, 2022

Breanna Andrews, Accounting Manager
City of Charles Town
P.O. Box 14
Charles Town, WV 25414

Dear Ms. Andrews:

On behalf of the Jefferson County Museum, I am submitting a report on the museum's use of a $1000 grant from the city, received in March 2022. As always, we are grateful for the city's support of the museum's mission to acquire, preserve, and exhibit items reflecting the rich history of this county. We realize that city funds are limited and therefore take very seriously our commitment to use the grant wisely to benefit the residents of Charles Town.

So far this year, not counting staff time, the museum has spent $3,049 on the preservation and conservation of museum artifacts and archives and $1117 on outreach (exhibits/education/ publicity). The City of Charles Town grant paid $200 for preservation and conservation expenses and $800 for outreach efforts. The museum paid the remaining from its budget. The museum budget is derived from admission fees, donations from individual supporters, and the Old Charles Town Library (OCTL) endowment. (The Jefferson County Museum and Charles Town Library are sister organizations under OCTL.)

Despite the continuing dampening effect of the global pandemic we turned to other avenues, supported by the city grant, to reach out to Charles Town residents and others. We continued to provide online access to our collection of more than 2,500 artifacts; 30,000 photos and negatives; 2000 books, pamphlets, and other published materials; and thousands of documents. We created a new online exhibit, "Jefferson County Businesses," that can be viewed on our website along with several other exhibits.

Already, many Charles Town residents have benefited from the city's support for the museum by visiting the museum and consuming educational content through our virtual exhibits and online collection. Because we do not collect data on where in-person or online visitors live, we cannot provide information on how many of those visitors were from the city. However, from talking with visitors we know that city residents are well represented.

Measurable preservation, conservation, and outreach outcomes from combined city grant and museum budget (not counting staff time) are as follows:

-Created a new online exhibit ("Jefferson County Businesses"
-Protected valuable photographs by purchasing archival-quality enclosures
-Maintained hosting of online collection database (https://jeffcomuseumwv.pastperfectonline.com/)

inally, I wish to reiterate our appreciation for the city's support of the museum's important mission and its role in the intellectual and cultural life of Charles Town.

Sincerely,

Jane F. Rissler

Jane Rissler
Director

Citizens Fire Company, Inc.
P.O. Box 927
Charles Town, W. Va. 25414
Phone: 304-725-2814
Fax: 304-725-4029
Strictly Volunteer - - - Organized July 15, 1884

To: City of Charles Town, Finance Committee

From: Ronald Fletcher, President

Ref: City of Charles Town Donation

Date: January 16, 2023

To Whom It May Concern,

Citizens Fire Company received the generous donation of $10,000 dollars from the City of Charles Town in 2022. With those funds, Citizens Fire Company was able to make some major repairs to our station. We had the following work done to the apparatus bay area.

1. Replace door springs/motors – We were able to replace and buy spring systems for our bay door systems. This system is crucial to allowing the engine bay doors to operate properly. We also replaced the motors on door units that were approximately 20 years old. The maintenance and alignment for all the doors were completed and made safe.

I hope this letter is sufficient enough to explain what those funds were spent on, once received. If any further reasoning or paperwork is needed, please let me know and I will gladly provide that for you. Citizens Fire Company appreciates the City's continued support.

Respectfully Yours,

Ronald L. Fletcher,
President

Eastern Panhandle Transit Authority

January 5, 2023

City of Charles Town
101 E. Washington Street
Charles Town, WV 25414
Attn: Mayor Bob Trainor

Re: FY 24 Funding Request

Dear Charles Town City Council,

Thank you for your continued support of EPTA and our mission. EPTA's mission involves, in part, operation of Routes 16 and 20 in Jefferson County Monday thru Friday 5:00 am to 8:40 pm and MARC commuter services from Brunswick MD. EPTA receives federal funds in support of those operations as well as capital improvements, but these funds cannot be accessed without matching funds, notably funds from local governments and municipalities. Charles Town has historically provided such matching funds. All local funding will be first employed as matching funds to access those federal funds and then, in company with the federal funding, applied to the route operations that provide services to the elderly, the disabled, our veterans, and all other riders as they travel for work, shopping, and/or enjoying our local attractions. In this manner, EPTA is an important part of the fabric of our communities; contributing to the economic growth and enhancing the quality of life for residents of Jefferson County. Charles Town support of $4,000 last fiscal year provided EPTA with local match funds for our new non-emergency medical transportation vehicles that serve area residents with vital transportation life sustaining treatments such as dialysis and cancer or general medical visits. EPTA purchase 2 replacement mini Vans with a total cost of $102,224 (5310 Grant Funding $81,779, local match funds $20,445).

EPTA is requesting $50,000 annual support for funding in FY 24. Recognizing that this is an increase over past requests, we offer this rationale. FY 23 federal funding allocated to EPTA which was the largest amount to date. EPTA was unable to access all these funds due to insufficient local matching funds. EPTA will be unable to access the total of the federal funds allocated without increases in local contributions. EPTA is making similar requests to all Jefferson and Berkeley County governments and municipalities for FY 24.

EPTA significant accomplishments for FY 23

1. EPTA Transit Center Project reached 60 % for design and engineering
2. Completed GTFS (General Transit Feed Specifications) data for Google maps
3. EPTA wayfinding signage permits from WV DOH obtained
4. Public Transit Agency Safety Plan Update for FY23
5. Purchase and delivery of two new transit buses
6. Updated scheduling technology for medical transportation optimizing passenger trips (this software has allowed EPTA to move away from paper and pen and use digital tablets for signatures and trip information

7. Updated technology for pre/post trip inspection to track and reduce preventative maintenance and routine maintenance costs
8. Real time notification of bus location for passengers Passio GO (link on eptawv.com website)

What major activities are planned by EPTA for FY 24

1. EPTA Transit Center Project: Construction Ground Breaking (5339 Grant Funding)
2. Silver Line expansion and procurement of commuter buses (Pickup location with parking at the Potomac Market Place, Ranson)
3. Bus shelters
4. Purchase and installation of bus stop signage to enhance community transit wayfinding –finalizing and waiting on DOH approval of location and GTFS data.

I appreciate the consideration of our funding request. Please let me know if you have any questions and I look forward to presenting an update for EPTA to the city council. We appreciate Ms. Ricketts attending our meetings via Zoom.

Respectfully,



Elaine Bartoldson, CCTM
Executive Director
Cc:
Budget File
Nicolas Diehl - EPTA BOD President

Independent Fire Co. No. 1, Inc.
Mailing:
P.O. Box 925
Charles Town, WV 25414

Phone: 304-725-2514

Organized 1884
Location:
200 W. 2nd Ave.
Ranson, WV 25438

Fax: 304-728-6006

March 10, 2022

Breanna Andrews
Accounting Manager
City of Charles Town
PO Box 14
Charles Town, WV 25414

This is to reply to the request from Mayor Robert Trainer, related to accounting for the donation from the City of Charles Town in 2022.

The Charles Town donation for calendar year 2022 will be applied to our capital expenditures program. We will be ordering new hydraulic rescue tools for our Heavy Duty Rescue. This new will enable us to provide better stabilization at vehicle accidents and structural type collapse.

Any further consideration in distributing your annual contributions would be appreciated.

Regards,

Edwin D Smith
President

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-321 Discussion and Possible Action Relating to Personnel Matters (Possible Executive Session)

The Mayor will update the Council regarding personnel matters.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-322 Jefferson County CVB Presentation

The Jefferson County CVB will provide a presentation to Council.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-323 Norborne Glebe Bond Reduction Phase 14B

Norborne Glebe Phase 14B.
Performance Bond Reduction request from $1,961,538.69 to $819,035.74
Land Disturbance Bond Reduction request from $293,866.83 to $123,437.57

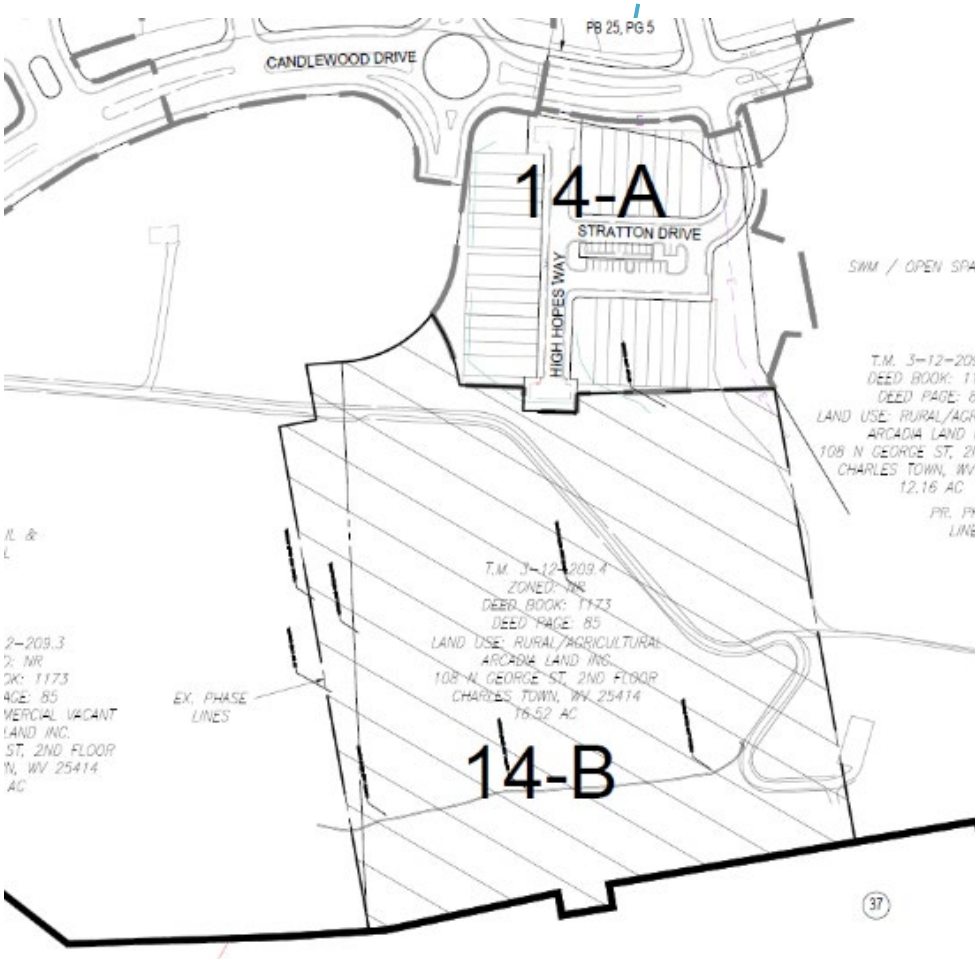
ATTACHMENTS:

- 1. Staff report.pdf
- 2. Performance Bond Reduction.pdf
- 3. Land Disturbance Bond Reduction.pdf
- 4. Kimley-Horn review.pdf
- 5. Review form.pdf

Bond Reduction Request

Date: For the April 3, 2023 City Council
Applicant: Arcadia Land Inc.
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.
Proposal: A bond reduction of $1,142,502.95

Norborne Glebe – Phase 14B



CURRENT BOND: Performance bond amount of $1,961,538.69 and a Land Disturbance Bond of $293.866.83

BACKGROUND:
The applicant, Arcadia Land Inc., has submitted a bond reduction request for the Norborne Glebe Subdivision – Phase 14B. The applicant is requesting a reduction of the **performance bond** amount from $ 1,961,538.69 to $**819,035.74** a reduction of $1,142,502.95

The **land disturbance** bond reduction is from $293,866.83 to **$123.437.57**, a reduction of $170,429.26.

Upon review of the request the City Engineer, Kimley-Horn, has determined that the bond reduction amount is a reasonable representation of the work completed in the field and shown in the as-built drawings.

PLANNING COMMISSION
This item was reviewed by the Planning Commission at their March 27th public hearing and voted to recommend **approval** 4-0 with 1 member absent.

BOND COMMITTEE
At their March 2, 2023 meeting, the City's Bond Committee discussed the application and recommend approval of the Performance Bond and Land Disturbance bonds as presented.

STAFF RECOMMENDATION
The City Engineer and City Staff have reviewed the bond reduction request and recommends the bond reduction request be **approved**.

Bond Request No._____

Norborne Glebe - Phase 14B
Performance Bond Reduction

RECEIVED
FEB 10 2023
BY:_____

BOND REQUEST AND REDUCTION

To assist the Subdivision Administrator in the review of a Bond Request Application, the Applicant must utilize this form to supply the City with the information prescribed under Article 1335 and Section 1332 of the Subdivision and Land Development Ordinance. The submission of this form, along with the prescribed information and required fees, shall serve as the Applicant's Bond Request Application as required by Ordinance Article 1335.

1. DATE February 2, 2023

2. APPLICATION TYPE ☐ Bond | Initiation ☒ Bond | Reduction

☐ Bond | Reallocation ☐ Bond | Release**

3. PROJECT NAME Norborne Glebe Subdivision - Phase 14B

Address N/A

4. APPLICANT'S NAME* Arcadia Land, Inc. Attn: Gary Endler

Address 108 N. George Street - 2nd Floor Charles Town, WV 25414

Telephone Number ( ) Fax Number ( )

Email Address 703-771-8000, gendler@arcadiacompanies.com

5. PROPERTY OWNER'S NAME Arcadia Land, Inc, Attn: Gary Endler

Address 108 N George Street - 2nd Floor Charles Town, WV 25414

Telephone Number ( ) Fax Number ( )

Email Address 703-771-8000, gendler@arcadiacompanies.com

*Applicants include: Property owner(s), Engineer(s), Surveyor(s), or Consultant(s)

**Requires a Public Hearing and landscaping surety for one year after release

Bond Request No._____

6. DESCRIPTION OF REQUETED INITIATION, REDUCTION, OR RELEASE:

Requesting Bond Reduction for the Performance Bond for Phase 14B, Norborne Glebe Subdivision

7. A) CURRENT BOND AMOUNT $1,961,538.69

B) PROPOSED BOND AMOUNT $ 700,948.34

8. PARCEL INVENTORY: (List all parcels that are part of this application):

Tax Map No.	Parcel No.	Deed Book	Page No.	Zoning District
Phase 14A	03120209004 and 031220209001	1173	85	

9. PARCEL HISTORY: (List all pending or previously approved applications on the subject parcels inventoried above, including previous plat applications if this application is an amendment)

Application No.	Project Name and Phase	Status	Approval Date

10. BOND RELEASE ATTACHMENTS.

The following shall be included with this request:

A. To the extent not previously submitted pursuant to bond reduction request, copies of inspection and test reports if work was inspected and tested by a third-party inspector.

B. Certification that all bonded Improvements, other than Improvements accepted by West Virginia Department of Highways (WVDOH), have been completed in accordance with the approved plans, profiles, and specifications and the requirements of any applicable manual. For Improvements to be accepted for maintenance by WVDOH, such Certification shall state that the Improvements have been installed and inspected in accordance with WVDOH's requirements.

C. A copy of the City-approved As-Built Drawings as required for facilities within public rights-of-way or Easements submitted pursuant to Section 1332.10 of this Ordinance.

Date of As-Builts _____ Prepared By _____

D. A letter from a Professional Engineer or Professional Land Surveyor certifying that property corners and Monuments have been set as required under this Ordinance.

E. Documentation of acceptance by WVDOH for public roadways and rights-of-way, or a maintenance and indemnification agreement and bond approved by the Planning Commission for public roadways that have been completed in accordance with WVDOH standards but which, due to factors other than their quality of construction, are not eligible for acceptance by WVDOH.

F. For private roadways, a letter of acceptance by the entity responsible for maintenance and a Latent Defects Indemnification Agreement and Bond in accordance with this Section.

G. Private Roadway Maintenance Bonds. Before a Performance Agreement and surety for private roadway construction shall be released, a Latent Defects Indemnification Agreement and Bond shall be provided by the applicant/Developer and approved by the Planning Commission. The guarantee provided by such Agreement and Bond must be for a period of two (2) years following the date of performance bond release, and must be in an amount equal to no less than 5% of the original performance bond estimate in accordance with Section 1335.07 (F) of the Subdivision Ordinance.

H. Landscaping Surety. Surety is required to ensure the landscaping shown on the Major S/LD plans is maintained for one (1) year. The one (1) year shall start from the date at which the surety for the site has been released, with the exception of this landscaping surety. The landscaping surety amount shall not be less than $5,000.00 or 10% of the total landscaping cost for the project, which every is greater.

Bond Request No._____

APPLICANT CERTIFICATION

I certify that, to the best of my knowledge, the submitted information and statements are true and correct. I also certify that I have received and read Article 1335 of the S/LD Ordinance.

Signature of Applicant

Gary J. Endler Date 2/4/2023

CS Treasurer

Signature of Property Owner (If different than Applicant)

_____ Date _____

Please submit an original completed Application, 1 digital copy and 1 paper copy of the As-Built Plans (if applicable) to the following:

Subdivision Administrator
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Please also send a copy of the completed Application as well as the As-Builts to the following:

Hatch/Chester Engineers
Attn: Elizabeth Adamowicz
705 Quince Orchard Road, Suite 310
Gaithersburg, MD 20878

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Fee: $_____ Check No._____

Receipt No._____

Site Inspection Date:_____ Inspector:_____

Subdivision Administrator Approval:_____ Date:_____

Engineer Approval:_____ Date:_____

Planning Commission Approval:_____ Date:_____

City Council Approval:_____ Date:_____

Comments:_____

_____

_____

_____

_____

Bond Request No._____

Norborne Glebe - Phase 14B
Land Disturbance Bond Reduction

RECEIVED
FEB 10 2023
BY:_____

BOND REQUEST AND REDUCTION

To assist the Subdivision Administrator in the review of a Bond Request Application, the Applicant must utilize this form to supply the City with the information prescribed under Article 1335 and Section 1332 of the Subdivision and Land Development Ordinance. The submission of this form, along with the prescribed information and required fees, shall serve as the Applicant's Bond Request Application as required by Ordinance Article 1335.

1. DATE February 2, 2023

2. APPLICATION TYPE ☐ Bond | Initiation ☒ Bond | Reduction

☐ Bond | Reallocation ☐ Bond | Release**

3. PROJECT NAME Norborne Glebe Subdivision - Phase 14B

Address N/A

4. APPLICANT'S NAME* Arcadia Land, Inc. Attn: Gary Endler

Address 108 N. George Street - 2nd Floor Charles Town, WV 25414

Telephone Number ( ) Fax Number ( )

Email Address 703-771-8000, gendler@arcadiacompanies.com

5. PROPERTY OWNER'S NAME Arcadia Land, Inc, Attn: Gary Endler

Address 108 N George Street - 2nd Floor Charles Town, WV 25414

Telephone Number ( ) Fax Number ( )

Email Address 703-771-8000, gendler@arcadiacompanies.com

*Applicants include: Property owner(s), Engineer(s), Surveyor(s), or Consultant(s)

**Requires a Public Hearing and landscaping surety for one year after release

Bond Request No._____

6. DESCRIPTION OF REQUETED INITIATION, REDUCTION, OR RELEASE:

Requesting Bond Reduction for the Land Disturbance Bond for Phase 14B, Norborne Glebe Subdivision

7. A) CURRENT BOND AMOUNT $293,866.83

B) PROPOSED BOND AMOUNT $ 123,437.57

8. PARCEL INVENTORY: (List all parcels that are part of this application):

Tax Map No.	Parcel No.	Deed Book	Page No.	Zoning District
Phase 14A	03120209004 and 031220209001	1173	85	

9. PARCEL HISTORY: (List all pending or previously approved applications on the subject parcels inventoried above, including previous plat applications if this application is an amendment)

Application No.	Project Name and Phase	Status	Approval Date

10. BOND RELEASE ATTACHMENTS.

The following shall be included with this request:

A. To the extent not previously submitted pursuant to bond reduction request, copies of inspection and test reports if work was inspected and tested by a third-party inspector.

B. Certification that all bonded Improvements, other than Improvements accepted by West Virginia Department of Highways (WVDOH), have been completed in accordance with the approved plans, profiles, and specifications and the requirements of any applicable manual. For Improvements to be accepted for maintenance by WVDOH, such Certification shall state that the Improvements have been installed and inspected in accordance with WVDOH's requirements.

C. A copy of the City-approved As-Built Drawings as required for facilities within public rights-of-way or Easements submitted pursuant to Section 1332.10 of this Ordinance.

Date of As-Builts _____ Prepared By _____

D. A letter from a Professional Engineer or Professional Land Surveyor certifying that property corners and Monuments have been set as required under this Ordinance.

E. Documentation of acceptance by WVDOH for public roadways and rights-of-way, or a maintenance and indemnification agreement and bond approved by the Planning Commission for public roadways that have been completed in accordance with WVDOH standards but which, due to factors other than their quality of construction, are not eligible for acceptance by WVDOH.

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H. Landscaping Surety. Surety is required to ensure the landscaping shown on the Major S/LD plans is maintained for one (1) year. The one (1) year shall start from the date at which the surety for the site has been released, with the exception of this landscaping surety. The landscaping surety amount shall not be less than $5,000.00 or 10% of the total landscaping cost for the project, which every is greater.

Bond Request No._____

APPLICANT CERTIFICATION

I certify that, to the best of my knowledge, the submitted information and statements are true and correct. I also certify that I have received and read Article 1335 of the S/LD Ordinance.

Signature of Applicant

_____ Date 2/4/2022

Signature of Property Owner (If different than Applicant)

_____ Date _____

Please submit an original completed Application, 1 digital copy and 1 paper copy of the As-Built Plans (if applicable) to the following:

Subdivision Administrator
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Please also send a copy of the completed Application as well as the As-Builts to the following:

Hatch/Chester Engineers
Attn: Elizabeth Adamowicz
705 Quince Orchard Road, Suite 310
Gaithersburg, MD 20878

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Fee: $_____ Check No._____

Receipt No._____

Site Inspection Date:_____ Inspector:_____

Subdivision Administrator Approval:_____ Date:_____

Engineer Approval:_____ Date:_____

Planning Commission Approval:_____ Date:_____

City Council Approval:_____ Date:_____

Comments:_____

_____

_____

_____

_____

CITY OF CHARLES TOWN

LAND DISTURBANCE BOND UNIT COST LIST AND BOND REDUCTION FORM

This form shall be used to calculate the amount of the bond required to guarantee public improvements to be constructed under the approved Final S/LD Application. This form shall also be used in calculating the amount of bond reductions to be approved by the Planning Commission. **Note**: No bond shall be reduced until completion of at least thirty (30) percent of the physical Improvements secured by the bond.

PROJECT NAME:	Norborne Glebe - Phase 14B
PREPARED BY:	Greenway Engineering
DATE OF SUBMISSION	2-Feb-23

	BOND ESTIMATE				BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
MOBILIZATION GENERAL								
Mobilization	LS	$6,250.00	1	$6,250.00	0.5	$3,125.00	50%	
Field Office	EA	$3,000.00			0.0	$0.00		
Job Sign	EA	$1,150.00			0.0	$0.00		
EROSION & SEDIMENT CONTROL								
Curb Inlet Protection	EA	$176.80	24	$4,243.20	24.0	$4,243.20	100%	
Grate Inlet Protection	EA	$200.00	5	$1,000.00	5.0	$1,000.00	100%	
Rock Check Dam	SY	$47.87	72	$3,446.64	72.0	$3,446.64	100%	
Outlet Protection	SY	$78.00	112	$8,706.36	111.6	$8,706.36	100%	
Temporary Seeding	SY	$0.77	71,535	$55,082.10	35,767.6	$27,541.05	50%	
Permanent Seeding	SY	$3.64	38,478	$140,059.92	19,239.0	$70,029.96	50%	
Level Spreader	SY	$0.00		$0.00	0.0	$0.00		
Stabilized Construction Entrance	EA	$2990.00	1	$2,990.00	1.0	$2,990.00	100%	
TOPSOIL REPLACEMENT								
Respread Topsoil	SY	$0.92	38,478	$35,399.76	38,478.0	$35,399.76	100%	
SPECIAL ITEMS								
Sediment Trap	LS			$0.00	0.0	$0.00		
Sediment Basin	LS			$0.00	0.0	$0.00		
Subtotal				$257,177.98				

TOTAL ESTIMATE OF COMPLETED WORK:

SubTOTAL:		$257,177.98
CONTINGENCIES:	10.0%	$25,717.80
TOTAL W/ CONTINGENCY:		$282,895.78
BOND PERIOD:	5	Years
ANNUAL INFLATION FACTOR:	1.02%	$14,427.68
Grand Total:		$297,323.47

TOTAL ESTIMATE OF REDUCTION:

SubTOTAL:	$156,481.97
CONTINGENCIES:	$15,648.20
TOTAL:	$172,130.17
INFLATION :	$1,755.73
Grand Total:	$173,885.90
Bond Remaining:	**$123,437.57**

Kimley»Horn

Memorandum

To: Daniel Murphy
Project Manager
Greenway Engineering
704 Foxcroft Avenue
Martinsburg, WV 25401

From: Mark Phillips, P.E.

Through: James Newman
City of Charles town
101 E Washington Street
Charles Town, WV 25414

Date: February 20, 2023

Subject: Norborne Glebe Subdivision Phase 14B Revised Bond Reduction Request Review – 2nd Submission

This memorandum summarizes our review of the Revised Bond Reduction Request for the Norborne Glebe Subdivision Phase 14B Bond Reduction application (dated February 16, 2023, prepared by Greenway Engineering) for a bond reduction (Performance and Land Disturbance) of $1,316,388.85. Using the Final Subdivision/Land Development Plat dated July 25, 2022, and a site visit conducted on February 15, 2023, it is our opinion that the quantities of work that have been presented on the bond reduction are a reasonable representation of the work completed in the field.

1. The Kimley-Horn comments dated February 15, 2023 to the Applicant have been addressed.

Thank you for the opportunity to review this Bond Reduction Request. In the meantime, please feel free to contact us at 703-870-3631 should you have any questions.

KIMLEY-HORN & ASSOCIATES, INC.

Mark Phillips, P.E.
Project Manager
Associate

CITY OF CHARLES TOWN

PERFORMANCE BOND UNIT COST LIST AND BOND REDUCTION FORM

This form shall be used to calculate the amount of the bond required to guarantee public improvements to be constructed under the approved Final S/LD Application. This form shall also be used in calculating the amount of bond reductions to be approved by the Planning Commission. **Note**: No bond shall be reduced until completion of at least thirty (30) percent of the physical Improvements secured by the bond.

PROJECT NAME:	Norborne Glebe - Phase 14B
PREPARED BY:	Greenway Engineering
DATE OF SUBMISSION	02/02/2023 Rev 02/16/2023

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
MOBILIZATION GENERAL								
Mobilization	LS	$6,250.00	1	$6,250.00	0.5	$3,125.00	50%	
Field Office	EA	$3,000.00			0.0	$0.00	0%	
Job Sign	EA	$1,150.00			0.0	$0.00	0%	
SURVEYING								
Steel Pipe Property Corner Marker Incl. Survey	EA	$275.00	328	$90,200.00	0.0	$0.00	0%	
R.O.W. MONUMENTS SURVEYED IN PLACE								
RM -- 1	EA	$825.00			0.0	$0.00	0%	
RM -- 2	EA	$575.00			0.0	$0.00	0%	
EARTHWORK EXCAVATION								
Regular Bulk used as Fill	CY	3.86	36,227.90	$139,839.69	36,227.9	$139,839.69	100%	
Rock, Rip	CY	17.30			0.0	$0.00	0%	
Rock, Blast	CY	38.48			0.0	$0.00	0%	
BORROW MATERIAL								
Buy, Load, Haul 10 Mi. Select Material	CY	28.90			0.0	$0.00	0%	
Fill and Compaction of On-site Borrow	CY	5.95	34,716.10	$206,560.80	34,716.1	$206,560.80	100%	
UNSUITABLE MATERIAL								
Load and Haul, 20 mi R/T	CY	$21.95			0.0	$0.00	0%	
Dump Charge	CY	37.50			0.0	$0.00	0%	
Site Grading	SY	0.75			0.0	$0.00	0%	
CLEAR & GRUB								
Light	AC	6,675.00	14.78	$98,656.50	14.8	$98,656.50	100%	
Moderate	AC	9,750.00			0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Heavy	AC	$12,250.00				0.0	$0.00	0%	
Very Heavy	AC	$14,250.00				0.0	$0.00	0%	
LANDSCAPING									
Seeding	SY	$0.77	71,535.20	$55,082.10		35,767.6	$27,541.05	50%	
Sodding	SY	$3.64	38,478.00	$140,059.92		19,239.0	$70,029.96	50%	
PLANTING SHRUBS									
18”	EA	$40.00				0.0	$0.00	0%	
24”	EA	$70.00				0.0	$0.00	0%	
TREES									
6’ – 8’ (1-2 in. Caliper)	EA	$400.00	85	$34,000.00		0.0	$0.00	0%	
8’ – 10’ (2.5-3 in. Caliper)	EA	$700.00				0.0	$0.00	0%	
Tree Protection	LF	$9.00				0.0	$0.00	0%	
MISCELLANEOUS SITE IMPROVEMENTS									
RETAINING WALLS									
Timber Wall (Less Than 6 ft)	LF	$325.00				0.0	$0.00	0%	
Dry Rubble RW-1 (H=6')	LF	$450.00				0.0	$0.00	0%	
Mortared Rubble RW-1A (H=6')	LF	$535.00				0.0	$0.00	0%	
Concrete Gravity RW-2 (H=6')	LF	$339.00				0.0	$0.00	0%	
Concrete Gravity RW-3 (H=6')	LF	$378.00				0.0	$0.00	0%	
FENCING									
Std. Fence (H=5’) FR-5	LF	$9.31				0.0	$0.00	0%	
Farm Fence (H=5’) FR-3A	LF	$10.90				0.0	$0.00	0%	
Chain Link Fence (H=6’)FR 2-B	LF	$14.52				0.0	$0.00	0%	
Board Fence (H=6’)	LF	$19.35				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
TOT LOTS									
Tot Lot	EA	$16,495.00				0.0	$0.00	0%	
STORM DRAINAGE									
STORM SEWER									
NOTE: All pipe unit prices include trench, excavation, bedding, pipe, & backfill									
Rock Excavation for All Pipe Types									
Less than 1,500 CY (Blasting)	CY	$110.00				0.0	$0.00	0%	
More than 1,500 CY (Blasting)	CY	$90.00				0.0	$0.00	0%	
Less than 1,500 CY (Hoe Ram)	CY	$135.00				0.0	$0.00	0%	
More than 1,500 CY (Hoe Ram)	CY	$110.00				0.0	$0.00	0%	
Trench De-watering									
Trench De-watering	LF	$2.95				0.0	$0.00	0%	
RCP CLASS III ROUND T & G W/MASTIC									
12" Pipe (RCP III)									
0' – 8' Cut	LF	$44.50				0.0	$0.00	0%	
8' – 14' Cut	LF	$62.50				0.0	$0.00	0%	
Add cost for Class IV	LF	$0.85				0.0	$0.00	0%	
O-Ring	LF	$5.50				0.0	$0.00	0%	
15" Pipe (RCP III)									
0' – 10' Cut	LF	$49.75				0.0	$0.00	0%	
10' – 16'	LF	$77.50				0.0	$0.00	0%	
Add Cost for Class IV	LF	$0.95				0.0	$0.00	0%	
O-Ring	LF	$5.50				0.0	$0.00	0%	
18" Pipe (RCP III)									
0' – 10' Cut	LF	$50.00				0.0	$0.00	0%	
10' – 16' Cut	LF	$80.00				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Add Cost for Class IV	LF	$2.00				0.0	$0.00	0%	
O-Ring	LF	$7.00				0.0	$0.00	0%	
21” Pipe (RCP III)									
0’ – 10’ Cut	LF	$57.50				0.0	$0.00	0%	
10’ – 16’ Cut	LF	$87.50				0.0	$0.00	0%	
Add Cost for Class IV	LF	$2.75				0.0	$0.00	0%	
O-Ring	LF	$13.00				0.0	$0.00	0%	
24” Pipe (RCP III)									
0’ – 10’ Cut	LF	$67.50				0.0	$0.00	0%	
10’ – 16’ Cut	LF	$95.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$3.15				0.0	$0.00	0%	
O-Ring	LF	$14.00				0.0	$0.00	0%	
27” Pipe (RCP III)									
0’ – 10’ Cut	LF	$60.00				0.0	$0.00	0%	
10’ – 16’ Cut	LF	$95.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$4.00				0.0	$0.00	0%	
O-Ring	LF	$15.00				0.0	$0.00	0%	
30” Pipe (RCP III)									
0’ – 10’ Cut	LF	$82.50				0.0	$0.00	0%	
10’ – 16’ Cut	LF	$125.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$6.00				0.0	$0.00	0%	
O-Ring	LF	$17.25				0.0	$0.00	0%	
33” Pipe (RCP III)									
0’ – 12’ Cut	LF	$115.00				0.0	$0.00	0%	
10’ – 18’ Cut	LF	$160.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$6.50				0.0	$0.00	0%	
O-Ring	LF	$21.95				0.0	$0.00	0%	
36” Pipe (RCP III)									
0’ – 12’ Cut	LF	$120.00				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
12’ – 18’ Cut	LF	$175.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$7.75				0.0	$0.00	0%	
O-Ring	LF	$22.75				0.0	$0.00	0%	
42” Pipe (RCP III)									
0’ – 12’ Cut	LF	$140.00				0.0	$0.00	0%	
12’ – 18’ Cut	LF	$200.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$12.00				0.0	$0.00	0%	
O-Ring	LF	$35.45				0.0	$0.00	0%	
48” Pipe (RCP III)									
0’ – 12’ Cut	LF	$155.00				0.0	$0.00	0%	
12’ – 18’ Cut	LF	$215.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$12.50				0.0	$0.00	0%	
O-Ring	LF	$43.35				0.0	$0.00	0%	
54” Pipe (RCP III)									
0’ – 12’ Cut	LF	$190.00				0.0	$0.00	0%	
12’ – 18’ Cut	LF	$275.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$18.75				0.0	$0.00	0%	
O-Ring	LF	$44.45				0.0	$0.00	0%	
60” Pipe (RCP III)									
0’ – 12’ Cut	LF	$225.00				0.0	$0.00	0%	
12’ – 18’ Cut	LF	$335.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$22.50				0.0	$0.00	0%	
O-Ring	LF	$48.65				0.0	$0.00	0%	
ELLIPTICAL PIPE – RCP CLASS III									
23” X 14” (18” Equiv-RCP III									
0’ – 10’ Cut	LF	$75.00				0.0	$0.00	0%	
10’ – 16’ Cut	LF	$110.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$16.45				0.0	$0.00	0%	
O-Ring	LF	$43.35				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
30" X 19" (24" Equiv-RCP III)									
0' – 10' Cut	LF	$90.00				0.0	$0.00	0%	
10' – 16' Cut	LF	$130.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$5.95				0.0	$0.00	0%	
O-Ring	LF	$43.35				0.0	$0.00	0%	
38" X 24" (30" Equiv-RCP III)									
0' – 10' Cut	LF	$120.00				0.0	$0.00	0%	
10' – 16' Cut	LF	$167.50				0.0	$0.00	0%	
Add Cost for Class IV	LF	$8.45				0.0	$0.00	0%	
O-Ring	LF	$51.35				0.0	$0.00	0%	
45" X 29" (36" Equiv-RCP III)									
0' – 10' Cut	LF	$165.00				0.0	$0.00	0%	
10' – 16' Cut	LF	$235.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$11.35				0.0	$0.00	0%	
O-Ring	LF	$53.35				0.0	$0.00	0%	
53" X 34" (42" Equiv-RCP III)									
0' – 12' Cut	LF	$210.00				0.0	$0.00	0%	
10' – 18' Cut	LF	$300.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$15.35				0.0	$0.00	0%	
O-Ring	LF	$58.95				0.0	$0.00	0%	
60" X 38" (48" Equiv-RCP III)									
0' – 12' Cut	LF	$255.00				0.0	$0.00	0%	
10' – 18' Cut	LF	$375.00				0.0	$0.00	0%	
Add Cost for Class IV	LF	$18.35				0.0	$0.00	0%	
O-Ring	LF	$69.95				0.0	$0.00	0%	
HDPE PIPE									
8" Pipe						0.0	$0.00	0%	
0'-8' Cut	LF	$28.65				0.0	$0.00	0%	
8'-14' Cut	LF	$43.15				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
12" Pipe									
0'-8' Cut	LF	$38.95				0.0	$0.00	0%	
8'-14' Cut	LF	$57.75				0.0	$0.00	0%	
15" Pipe									
0'-8' Cut	LF	$50.25	1,132.00	$56,883.00		1,132.0	$56,883.00	100%	
8'-16' Cut	LF	$74.85				0.0	$0.00	0%	
18" Pipe									
0'-8' Cut	LF	$66.00	297.00	$19,602.00		297.0	$19,602.00	100%	
8'-16' Cut	LF	$98.55				0.0	$0.00	0%	
24" Pipe									
0'-8' Cut	LF	$76.90	100			100.0	$7,690.00	100%	
8'-16' Cut	LF	$115.25				0.0	$0.00	0%	
30" Pipe									
0'-8' Cut	LF	$91.33				0.0	$0.00	0%	
8'-16' Cut	LF	$137.27				0.0	$0.00	0%	
36" Pipe									
0'-8' Cut	LF	$101.68				0.0	$0.00	0%	
8'-16' Cut	LF	$152.33				0.0	$0.00	0%	
42" Pipe									
0'-8' Cut	LF	$113.99				0.0	$0.00	0%	
8'-16' Cut	LF	$171.00				0.0	$0.00	0%	
48" Pipe									
0'-8' Cut	LF	$129.55				0.0	$0.00	0%	
8'-16' Cut	LF	$195.66				0.0	$0.00	0%	
STORM STRUCTURES									
END SECTIONS									
End Section (ES-1), Concrete Pipe Size									
15”	EA	$485.00	1	$485.00		0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
18”	EA	$565.00	1	$565.00		1.0	$565.00	100%	
21”	EA	$645.00				0.0	$0.00	0%	
24”	EA	$755.00	2	$1,510.00		2.0	$1,510.00	100%	
27”	EA	$1,065.00				0.0	$0.00	0%	
30”	EA	$1,195.00				0.0	$0.00	0%	
36”	EA	$1,765.00				0.0	$0.00	0%	
42”	EA	$1,795.00				0.0	$0.00	0%	
48”	EA	$2,135.00				0.0	$0.00	0%	
54”	EA	$2,795.00				0.0	$0.00	0%	
60”	EA	$3,455.00				0.0	$0.00	0%	
ENDWALLS									
EW-1(Pre-cast) Round Pipe Size									
15”	EA	$800.00				0.0	$0.00	0%	
18”	EA	$1,337.00				0.0	$0.00	0%	
24”	EA	$2,021.00				0.0	$0.00	0%	
30”	EA	$2,133.00				0.0	$0.00	0%	
36”	EA	$2,366.00				0.0	$0.00	0%	
EW-1 Cast in Place [Round Pipe Size]									
15”	EA	$852.00				0.0	$0.00	0%	
18”	EA	$1,053.00				0.0	$0.00	0%	
24”	EA	$1,495.00				0.0	$0.00	0%	
30”	EA	$2,144.00				0.0	$0.00	0%	
36”	EA	$2,383.00				0.0	$0.00	0%	
EW-1A (Pre-Cast) Elliptical Pipe Size									
23” X 14” (18”)	EA	$695.00				0.0	$0.00	0%	
30” X 19” (24”)	EA	$969.00				0.0	$0.00	0%	
38” X 24” (30”)	EA	$1,165.00				0.0	$0.00	0%	
45” X 29” (36”)	EA	$1,445.00				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
53” X 34” (42”)	EA	$1,840.00				0.0	$0.00	0%	
EW-1A (Cast in Place) Elliptical Pipe Size									
23” X 14” (18”)	EA	$667.00				0.0	$0.00	0%	
30” X 19” (24”)	EA	$939.00				0.0	$0.00	0%	
38” X 24” (30”)	EA	$1,247.00				0.0	$0.00	0%	
45” X 29” (36”)	EA	$1,618.00				0.0	$0.00	0%	
53” X 34” (42”)	EA	$2,109.00				0.0	$0.00	0%	
EW-2 (PreCast) Round Pipe Size									
42”	EA	$5,445.00				0.0	$0.00	0%	
48”	EA	$5,695.00				0.0	$0.00	0%	
54”	EA	$6,660.00				0.0	$0.00	0%	
60”	EA	$7,140.00				0.0	$0.00	0%	
72”	EA	$7,990.00				0.0	$0.00	0%	
84”	EA	$9,490.00				0.0	$0.00	0%	
EW-2 (Cast in Place) Round Pipe Size									
42”	EA	$4,723.00				0.0	$0.00	0%	
48”	EA	$6,039.00				0.0	$0.00	0%	
54”	EA	$6,972.00				0.0	$0.00	0%	
60”	EA	$8,179.00				0.0	$0.00	0%	
72”	EA	$10,713.00				0.0	$0.00	0%	
84”	EA	$12,288.00				0.0	$0.00	0%	
(EW-6PC) [Double Pipe] Pipe Size									
2-15”	EA	$999.00				0.0	$0.00	0%	
2-18”	EA	$1,235.00				0.0	$0.00	0%	
2-24”	EA	$1,510.00				0.0	$0.00	0%	
2-30”	EA	$2,165.00				0.0	$0.00	0%	
2-36”	EA	$2,647.00				0.0	$0.00	0%	

MANHOLES									
BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Standard Brick Manhole Std Frame & Cover (MH-1)									
6' Depth	EA	$3,750.00				0.0	$0.00	0%	
Depth below 6'	VF	$163.00				0.0	$0.00	0%	
Standard Precast Manhole Std Frame & Cover (MH-2)									
6' Depth	EA	$3,100.00	1	$3,100.00		1.0	$3,100.00	100%	
Depth below 6'	VF	$177.00	0.879	$155.58		0.9	$155.58	100%	
Additional Cost (Amounts in parentheses to be added to the above unit costs)									
Watertight Fr/Cover (Add 110)	EA	$579.00				0.0	$0.00	0%	
Heavy Duty Fr/Cover (Add 82)	EA	$599.00				0.0	$0.00	0%	
DROP INLETS									
Cast in Place 48"									
Drop Inlet (DI-1) 12" – 24" Pipe0-10 VF	EA	$3,697.00				0.0	$0.00	0%	
Drop Inlet (DI-1A) 12" – 24" Pipe 10-20 VF	EA	$5,593.00				0.0	$0.00	0%	
Drop Inlet (DI-2) 12" – 24" Pipe0-10 VF, 10' throat	EA	$6,911.00				0.0	$0.00	0%	
Drop Inlet (DI-2A) 12" – 24" Pipe 10-20 VF, 10' throat	EA	$8,833.00				0.0	$0.00	0%	
CURB DROP INLETS									
Curb Drop Inlet (DI-3A)									
12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length 2'-6"	EA	$4,088.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3AA)									
12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length 2'-6"	EA	$5,357.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3B & DI-12) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length									
4'	EA	$4,279.00				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
6’	EA	$4,573.00	15	$68,595.00		15.0	$68,595.00	100%	
8’	EA	$4,889.00				0.0	$0.00	0%	
MH	EA	$5,052.00				0.0	$0.00	0%	
12’	EA	$5,227.00				0.0	$0.00	0%	
16’	EA	$5,543.00				0.0	$0.00	0%	
20’	EA	$5,859.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3BB) 12”-30” Pipe (Invert Depth (H) =8’-20’) Inlet Length									
4’	EA	$4,276.00				0.0	$0.00	0%	
6’	EA	$4,848.00				0.0	$0.00	0%	
8’	EA	$5,429.00				0.0	$0.00	0%	
10'	EA	$5,732.00				0.0	$0.00	0%	
12’	EA	$6,011.00				0.0	$0.00	0%	
16’	EA	$6,296.00				0.0	$0.00	0%	
20’	EA	$6,599.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3C) 12”-30” Pipe (Invert Depth (H) =0’-8’) Inlet Length									
6’	EA	$4,013.00	4	$16,052.00		4.0	$16,052.00	100%	
8’	EA	$4,588.00				0.0	$0.00	0%	
10'	EA	$4,893.00				0.0	$0.00	0%	
12’	EA	$5,178.00				0.0	$0.00	0%	
16’	EA	$5,766.00				0.0	$0.00	0%	
20’	EA	$6,339.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3CC) 12”-30” Pipe (Invert Depth (H) =8’-20’) Inlet Length									
6’	EA	$4,746.00				0.0	$0.00	0%	
8’	EA	$5,293.00				0.0	$0.00	0%	
10'	EA	$5,627.00				0.0	$0.00	0%	
12’	EA	$5,988.00				0.0	$0.00	0%	
16’	EA	$6,772.00				0.0	$0.00	0%	
20’	EA	$7,465.00				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Curb Drop Inlet (DI-3D)									
12”-30” Pipe (Invert Depth (H) =0’-8’) Inlet Length 2’-6”	EA	$3,633.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3DD)									
12”-30” Pipe (Invert Depth (H) =8’-20’) Inlet Length 2’-6”	EA	$4,367.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3E) 12”-30” Pipe (Invert Depth (H) =0’-8’) Inlet Length									
4’	EA	$4,093.00				0.0	$0.00	0%	
8’	EA	$4,756.00				0.0	$0.00	0%	
10'	EA	$5,724.00				0.0	$0.00	0%	
12'	EA	$5,833.00				0.0	$0.00	0%	
16’	EA	$6,072.00				0.0	$0.00	0%	
20’	EA	$6,709.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3EE) 12”-30” Pipe (Invert Depth (H) =8’-20’) Inlet Length									
6’	EA	$7,562.00				0.0	$0.00	0%	
8’	EA	$7,869.00				0.0	$0.00	0%	
10'	EA	$7,999.00				0.0	$0.00	0%	
12’	EA	$8,166.00				0.0	$0.00	0%	
16’	EA	$8,471.00				0.0	$0.00	0%	
20’	EA	$8,767.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3F) 12”-30” Pipe Inlet Length (Invert Depth (H)=0’-8’)									
6’	EA	$3,765.00				0.0	$0.00	0%	
8’	EA	$4,419.00				0.0	$0.00	0%	
10'	EA	$4,749.00				0.0	$0.00	0%	
12’	EA	$5,085.00				0.0	$0.00	0%	
16’	EA	$5,742.00				0.0	$0.00	0%	
20’	EA	$6,395.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-3FF) 12”-30” Pipe (Invert Depth (H) =8’-20’) Inlet Length									

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
6’	EA	$8,077.00				0.0	$0.00	0%	
8’	EA	$8,288.00				0.0	$0.00	0%	
10'	EA	$8,480.00				0.0	$0.00	0%	
12’	EA	$8,669.00				0.0	$0.00	0%	
16’	EA	$9,047.00				0.0	$0.00	0%	
20’	EA	$9,446.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4A) 36”–48” Pipe (Invert Depth (H)=0’-8’) Inlet Length									
4’	EA	$4,868.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4AA) 36”–48” Pipe (Invert Depth (H)=0’-8’) Inlet Length									
4'	EA	$6,817.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4B) 36”-48” Pipe (Invert Depth (H) =0’-8’) Inlet Length									
6’	EA	$5,172.00				0.0	$0.00	0%	
8’	EA	$5,499.00				0.0	$0.00	0%	
10'	EA	$5,698.00				0.0	$0.00	0%	
12’	EA	$5,870.00				0.0	$0.00	0%	
16’	EA	$6,221.00				0.0	$0.00	0%	
20’	EA	$6,571.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4BB) 36”-48” Pipe (Invert Depth (H) =8’-20') Inlet Length									
6’	EA	$10,292.00				0.0	$0.00	0%	
8’	EA	$10,643.00				0.0	$0.00	0%	
10'	EA	$10,810.00				0.0	$0.00	0%	
12’	EA	$10,974.00				0.0	$0.00	0%	
16’	EA	$11,309.00				0.0	$0.00	0%	
20’	EA	$11,669.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4C) 36”-48” Pipe (Invert Depth (H) =0’-8’) Inlet Length									
8’	EA	$5,612.00				0.0	$0.00	0%	
10'	EA	$5,794.00				0.0	$0.00	0%	
12’	EA	$5,968.00				0.0	$0.00	0%	
16’	EA	$6,315.00				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
20’	EA	$6,657.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4CC) 36”-48” Pipe (Invert Depth (H) =8’-20’) Inlet Length									
8’	EA	$13,371.00				0.0	$0.00	0%	
10'	EA	$13,693.00				0.0	$0.00	0%	
12’	EA	$14,097.00				0.0	$0.00	0%	
16’	EA	$14,712.00				0.0	$0.00	0%	
20’	EA	$15,365.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4D)									
36”-48” Pipe (Invert Depth (H) =0’-8’) Inlet Length 4'	EA	$4,933.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4DD)									
36”-48” Pipe (Invert Depth (H) =8’-16’) Inlet Length 4'	EA	$9,455.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4E) 36”-48” Pipe (Invert Depth (H) =0’-8’) Inlet Length									
6'	EA	$5,267.00				0.0	$0.00	0%	
8’	EA	$5,605.00				0.0	$0.00	0%	
10'	EA	$5,896.00				0.0	$0.00	0%	
12'	EA	$6,233.00				0.0	$0.00	0%	
16’	EA	$6,996.00				0.0	$0.00	0%	
20’	EA	$7,695.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4EE) 36”-48” Pipe (Invert Depth (H) =8’-16’) Inlet Length									
6’	EA	$9,165.00				0.0	$0.00	0%	
8’	EA	$9,495.00				0.0	$0.00	0%	
10'	EA	$9,839.00				0.0	$0.00	0%	
12’	EA	$10,167.00				0.0	$0.00	0%	
16’	EA	$10,838.00				0.0	$0.00	0%	
20’	EA	$11,483.00				0.0	$0.00	0%	
Curb Drop Inlet (DI-4F) 36”-48" Pipe Inlet Length (Invert Depth (H)=0’-8’)									

BOND ESTIMATE						BOND REDUCTION		City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
8’	EA	$5,877.00			0.0	$0.00	0%	
10'	EA	$6,209.00			0.0	$0.00	0%	
12’	EA	$6,568.00			0.0	$0.00	0%	
16’	EA	$7,259.00			0.0	$0.00	0%	
20’	EA	$7,963.00			0.0	$0.00	0%	
Curb Drop Inlet (DI-4FF) 36”-48” Pipe (Invert Depth (H) =8’-16’) Inlet Length								
8’	EA	$8,866.00			0.0	$0.00	0%	
10'	EA	$9,147.00			0.0	$0.00	0%	
12’	EA	$9,435.00			0.0	$0.00	0%	
16’	EA	$9,997.00			0.0	$0.00	0%	
20’	EA	$10,584.00			0.0	$0.00	0%	
Median Drop Inlets - CIP								
Median Drop Inlet **(DI-6A)** 12”-24” Pipe Inlet (H=8’)	EA	$4,205.00			0.0	$0.00	0%	
Median Drop Inlet **(DI-6B)** 12”-24” Pipe Inlet (H=8’)	EA	$4,267.00			0.0	$0.00	0%	
Median Drop Inlet **(DI-6C)** 30”-48” Pipe Inlet (H=10’)	EA	$5,589.00			0.0	$0.00	0%	
Median Drop Inlet **(DI-6D)** 30”-48” Pipe Inlet (H=10’)	EA	$5,692.00			0.0	$0.00	0%	
Median Drop Inlet **(DI-7)** Type III Top 12”-42” Pipe Inlet (H=10’)	EA	$5,748.00	2	$11,496.00	2.0	$11,496.00	100%	
Median Drop Inlet **(DI-7A)** Type III Top 12”-42” Pipe Inlet (H=10’)	EA	$6,338.00			0.0	$0.00	0%	
Median Drop Inlet **(DI-7B)** Type III Top 12”-42” Pipe Inlet (H=10’)	EA	$6,797.00			0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
MISCELLANEOUS INLETS									
Ditch Drop Inlet, **(DI-5)** Type III Tip 12"-42" Pipe Inlet (H=8')	EA	$5,226.00				0.0	$0.00	0%	
Standard Yard Inlet **(YI-1)** 12"-48" Pipe (Invert Depth (H)=0'-8') Inlet Length 4'(No Aprons)	EA	$4,749.00	0	$0.00		0.0	$0.00	0%	
Add Yard Inlet Apron	THROAT	$255.00				0.0	$0.00	0%	
Standard Yard Inlet **(YI-3)** 12"-48" Pipe (Invert Depth (H)=0'-8') Inlet Length 4'(No Aprons)	EA	$5,127.00				0.0	$0.00	0%	
Add Yard Inlet Apron	THROAT	$255.00				0.0	$0.00	0%	
CULVERTS									
Single Box Culvert (BC-1A) Fills to 25'									
4' X 4'	LF	$336.00				0.0	$0.00	0%	
5' x 5"	LF	$410.00				0.0	$0.00	0%	
6' X 6'	LF	$498.00				0.0	$0.00	0%	
8' X 8'	LF	$699.00				0.0	$0.00	0%	
10' X 10'	LF	$845.00				0.0	$0.00	0%	
Double Box Culvert (BC-2b) Fills to 25'									
4' X 4'	LF	$566.00				0.0	$0.00	0%	
5' x 5"	LF	$705.00				0.0	$0.00	0%	
6' X 6'	LF	$854.00				0.0	$0.00	0%	
8' X 8'	LF	$1,148.00				0.0	$0.00	0%	
10' X 10'	LF	$1,411.00				0.0	$0.00	0%	
Oversized Single Box Culvert (BBC-1) Fills to 25'									

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
12’ X 6’	LF	$1,026.00				0.0	$0.00	0%	
12’ X 8’	LF	$1,144.00				0.0	$0.00	0%	
12’ X 10’	LF	$1,239.00				0.0	$0.00	0%	
12’ X 12’	LF	$1,348.00				0.0	$0.00	0%	
Triple Box Culvert (BC-3B) Fills to 25’									
4’ X 4’	LF	$779.00				0.0	$0.00	0%	
5’ x 5”	LF	$965.00				0.0	$0.00	0%	
6’ X 6’	LF	$1,211.00				0.0	$0.00	0%	
8’ X 8’	LF	$1,633.00				0.0	$0.00	0%	
10’ X 10’	LF	$2,488.00				0.0	$0.00	0%	
Quadruple Box Culvert (BC-4B) Fills to 25’									
4’ X 4’	LF	$987.00				0.0	$0.00	0%	
5’ x 5”	LF	$1,225.00				0.0	$0.00	0%	
6’ X 6’	LF	$1,523.00				0.0	$0.00	0%	
8’ X 8’	LF	$1,497.00				0.0	$0.00	0%	
10’ X 10’	LF	$2,835.00				0.0	$0.00	0%	
Standard Wing for Box Culvert (1 Side Only) Height of Box									
4’	EA	$675.00				0.0	$0.00	0%	
5’	EA	$995.00				0.0	$0.00	0%	
6’	EA	$1,337.00				0.0	$0.00	0%	
8’	EA	$2,489.00				0.0	$0.00	0%	
10’	EA	$3,315.00				0.0	$0.00	0%	
Standard Wing for Oversized Box Culvert(BBC-W) Height of Box									
6’	EA	$1,351.00				0.0	$0.00	0%	
8’	EA	$2,189.00				0.0	$0.00	0%	
10’	EA	$3,269.00				0.0	$0.00	0%	
12’	EA	$4,763.00				0.0	$0.00	0%	

MISCELLANEOUS STORM								
BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Connection to Existing Structure									
15”-36” Pipe	EA	$735.00				0.0	$0.00	0%	
42”- 60” Pipe	EA	$1,125.00				0.0	$0.00	0%	
Casing Pipe, Bore and Jack (3/8” wall)									
22” ID (6”-8” Carrier Pipe)	LF	$411.00				0.0	$0.00	0%	
24” ID (10” Carrier Pipe)	LF	$451.00				0.0	$0.00	0%	
30” ID (12” Carrier Pipe)	LF	$569.00				0.0	$0.00	0%	
Plug Pipe									
6” –12” Pipe	EA	$142.00				0.0	$0.00	0%	
15”-36” Pipe	EA	$323.00				0.0	$0.00	0%	
42”- 60” Pipe	EA	$522.00				0.0	$0.00	0%	
Pavement Edge Pipe									
Standard Pipe Underdrain	LF	$19.00				0.0	$0.00	0%	
Riprap									
Dry, Class I, 18”	SY	$47.87	894.00	$42,795.78		894.0	$42,795.78	100%	
Dry, Class II, 18”	SY	$51.46				0.0	$0.00	0%	
Grouted, Class I, 18”	SY	$69.97				0.0	$0.00	0%	
Filter Fabric									
Class I	SY	$3.50				0.0	$0.00	0%	
Class II	SY	$3.00				0.0	$0.00	0%	
Class III	SY	$2.25				0.0	$0.00	0%	
Gabions (No excavation)									
Mattress	CY	$130.00				0.0	$0.00	0%	
Revetment	CY	$164.33				0.0	$0.00	0%	
Wall	CY	$212.25				0.0	$0.00	0%	
Paved Ditch (4” Thick)									
Concrete (Non-reinforced)	SY	$62.00				0.0	$0.00	0%	
Bituminous Concrete(4”)	SY	$30.00				0.0	$0.00	0%	
Sodded Ditch									

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Sodded Ditch (Incl Fine Grading)	SY	$9.86			0.0	$0.00	0%	
STREET CONSTRUCTION								
ROADS AND PARKING								
Soil Stabilization	**Inches**							
Cement 6%	SY/Inch Depth	$2.70			0.0	$0.00	0%	
Depth (in Inches):								
Lime 6%	SY/Inch Depth	$1.89			0.0	$0.00	0%	
Depth (in Inches):								
Subbase, Aggregated Material								
Base Type I	SY/Inch Depth	$1.75	7,696	$107,744.00	7,696.0	$13,468.00	100%	
Depth (in Inches):		8						
Bituminous Concrete								
Base Course	SY/Inch Depth	$5.59	7,696.00	$129,061.92	7,696.0	$43,020.64	100%	
Depth (in Inches):		3						
Intermediate Course	SY/Inch Depth	$5.49			0.0	$0.00	0%	
Depth (in Inches):								
Top Course	SY/Inch Depth	$5.49	7,696.00	$84,502.08	7,696.0	$42,251.04	100%	
Depth (in Inches):		2						
Prime Coat	SY	$1.10			0.0	$0.00	0%	
Tack Coat	SY	$1.10			0.0	$0.00	0%	
Driveway Restoration								
4” Concrete & 4” Gravel	SY	$79.95			0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
2” S-5 & 7 6” Gravel	SY	$31.96				0.0	$0.00	0%	
Shoulders, Type I									
Aggregated Base, 4” (Sidewalk)	SY	$11.50	2,090.10	$24,036.12		0.0	$0.00	0%	
Concrete Curbing									
Curb & Gutter CG6 & CG7	LF	$22.50	4,389.26	$98,758.35		4,389.3	$98,758.35	100%	
Curb Cut, CG-12 Detectable Surf.	EA	$569.00	10	$5,690.00		10.0	$5,690.00	100%	
Entrances/Driveways									
Commercial Entrance CG-11	SY	$52.88				0.0	$0.00	0%	
Commercial Entrance CG-13	SY	$64.67				0.0	$0.00	0%	
Residential Driveway Apron	SY	$51.79				0.0	$0.00	0%	
Guardrails									
Std. Blocked-out W beam (GR2)	LF	$42.50				0.0	$0.00	0%	
Std. W beam, Weak Post GR8	LF	$28.50				0.0	$0.00	0%	
Terminal, GR-6 (L=12’-6”)	EA	$2,929.00				0.0	$0.00	0%	
Terminal, GR-7 (L=6’-3”)	EA	$2,659.00				0.0	$0.00	0%	
Type I, GR-8 Terminal (L=25’)	EA	$1,399.00				0.0	$0.00	0%	
Type II, GR-8 Terminal (L=13’-6”)	EA	$695.00				0.0	$0.00	0%	
Terminal, MB-4 (L=37’-6”)	EA	$3,495.00				0.0	$0.00	0%	
Type I, MB-5 Terminal (L=27’-1)	EA	$2,925.00				0.0	$0.00	0%	
Type II, MB-5 Terminal (L=13’-6)	EA	$1,675.00				0.0	$0.00	0%	
Miscellaneous									
Trash enclosure - Brick 6' high	LF	$325.00				0.0	$0.00	0%	
Reinforced Concrete Pad 6" to 8"	SY	$62.00				0.0	$0.00	0%	
Striping 4" width (VDOT Type	LF	$2.25				0.0	$0.00	0%	

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
B)						0.0	$0.00	0%	
Concrete Wheel Stops	EA	$70.00				0.0	$0.00	0%	
Parking Lot Striping	EA	$50.00				0.0	$0.00	0%	
Sign Island	EA	$850.00				0.0	$0.00	0%	
Traffic Barricade	LF	$43.45				0.0	$0.00	0%	
Street Name Signs	EA	$435.00	4	$1,740.00		4.0	$1,740.00	100%	
Traffic Control Signs	EA	$375.00	6	$2,250.00		6.0	$2,250.00	100%	
Street Light (pole, bracket, light)	EA	$4,285.00	30	$128,550.00		0.0	$0.00	0%	
SIDEWALKS AND TRAILS									
Sidewalk									
Concrete 4” w/WWF, No base	SY	$45.23	2,090	$94,535.12		0.0	$0.00	0%	
Bitum. Conc, 2” w/4” Base	SY	$30.00				0.0	$0.00	0%	
4” Conc, No Reinf., No Base	SY	$41.00				0.0	$0.00	0%	
HANDRAIL									
Handrail 3 Rail 1-1/4” #4 Finish	LF	$96.50				0.0	$0.00	0%	
Wood Chip Trail									
Trails(Incl Excavation & Grading) Wood chip, 4’ wide	SY	$17.69				0.0	$0.00	0%	
Bituminous Trail									
6’ to 10' wide	SY	$49.25	387	$19,059.75		0.0	$0.00	0%	
CRITICAL SLOPE STABILIZATION									
Paved Flume	SY	$67.00				0.0	$0.00	0%	
Stmwtr Conc Channel-Excav	SY	$7.75				0.0	$0.00	0%	
ADD Grass Lined-seeded	SY	$5.37				0.0	$0.00	0%	
ADD Grass Lined-sodded	SY	$10.89				0.0	$0.00	0%	
Outlet Protection									
Non-grouted Riprap 18”	SY	$52.00	333.00	$17,316.00		333.0	$17,316.00	100%	
Concrete 4”	SY	$53.50				0.0	$0.00	0%	

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Level Spreader	SY	$4.44			0.0	$0.00	0%	
Struc Streambank Protection								
Non-grouted Riprap 18”	SY	$58.00			0.0	$0.00	0%	
Gabions	CY	$147.00			0.0	$0.00	0%	
Vegetative Erosion Control								
Sodding incl Fertilizing – Banks	SY	$7.77			0.0	$0.00	0%	
Sodding incl Fertilizing – Flat	SY	$5.36			0.0	$0.00	0%	
Seeding incl Fertilizing	SY	$2.44			0.0	$0.00	0%	
Soding W/Soil Treat & Watering	SY	$3.25			0.0	$0.00	0%	
Seeding W/Soil Treat & Watering	SY	$6.46			0.0	$0.00	0%	
Straw Mulch w/Tack	SY	$1.40			0.0	$0.00	0%	
Jute Mesh	SY	$1.77			0.0	$0.00	0%	
SPECIAL ITEMS								
FEMA Processing LOMR/CLOMR	EA	$7,500.00			0.0	$0.00	0%	
As Built (Record Drawings)	EA	$9,500.00	1	$9,500.00	0.0	$0.00	0%	
SWM/BMP POND	LS				0.0	$0.00	0%	
SIGNALIZATION	LS				0.0	$0.00	0%	
Subtotal				$1,714,631.72				

TOTAL ESTIMATE OF COMPLETED WORK:		
SubTOTAL:		$1,714,631.72
CONTINGENCIES:	10.0%	$171,463.17
TOTAL:		$1,886,094.90
INFLATION FACTOR:	4.0%	$75,443.80
Grand Total:		$1,961,538.69

TOTAL ESTIMATE OF REDUCTION:	
SubTOTAL:	$998,691.39
CONTINGENCIES:	$99,869.14
TOTAL:	$1,098,560.53
INFLATION :	$43,942.42
Grand Total:	$1,142,502.95
Bond Remaining:	**$819,035.74**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-324 Vacant Properties Board Discussion (Possible Executive Session)

The Mayor will update Council regarding the Vacant Properties Board as well as hear from the City's Building Official regarding the status of the Board and a newly proposed Construction Board.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-344 - Payment of Bills - April 3, 2023

ATTACHMENTS:

- CAPITAL RESERVE COUNCIL REPORT 2023 4 03.pdf
- GENERAL FUND COUNCIL REPORT 2023 4 03.pdf
- PARKS & REC COUNCIL REPORT 2023 04 03.pdf
- General Fund Report 4-3-23.pdf

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KABLE EXCAVATING, LLC	3/31/23	EXCAVATING MANHOLES- SAMUE	CAPITAL RESERVE	STREETS & TRANSPORTATI	9,900.00
				TOTAL:	9,900.00
KIMLEY-HORN AND ASSOCIATES, INC.	3/31/23	WAYFINDING SERV JANUARY 20	CAPITAL RESERVE	CULTURE & RECREATION	1,000.00
	3/31/23	WAYFINDING SERV FEBRUARY 2	CAPITAL RESERVE	CULTURE & RECREATION	1,000.00
				TOTAL:	2,000.00

========== FUND TOTALS ==========

200	CAPITAL RESERVE	11,900.00
	GRAND TOTAL:	11,900.00

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: CAP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 3/31/2023 THRU 3/31/2023

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AUTOZONE, INC.	3/31/23	TIRE SHINE/TOWLES/CLEANER	GENERAL FUND	POLICE DEPARTMENT	41.86
				TOTAL:	41.86
BOARD OF TRUSTEES OF THE POLICE PENSIO	3/31/23	APR2023 POLICE PENSION CON	GENERAL FUND	POLICE DEPARTMENT	4,943.16
				TOTAL:	4,943.16
CHARLES TOWN BOARD OF PARKS & REC	3/31/23	FEBRUARY 2023 50% HOTEL CO	GENERAL FUND	TRANSFERS	6,246.04
				TOTAL:	6,246.04
CINTAS	3/31/23	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	188.53
	3/31/23	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	188.53
				TOTAL:	377.06
CITY OF CHARLES TOWN -- CAPITAL RESERV	3/31/23	FEBRUARY 2023 REPAVING	GENERAL FUND	TRANSFERS	10,926.79
				TOTAL:	10,926.79
CITY OF CT CAPITAL RESERVE	3/31/23	FEB23 GAMING/LOTTERY XFR	GENERAL FUND	TRANSFERS	74,355.84
	3/31/23	FEB23 GAMING/LOTTERY XFR	GENERAL FUND	TRANSFERS	1,467.08
	3/31/23	FEB23 GAMING/LOTTERY XFR	GENERAL FUND	TRANSFERS	21,422.65
	3/31/23	FEB23 GAMING/LOTTERY XFR	GENERAL FUND	TRANSFERS	28.94
				TOTAL:	97,274.51
CHARLES TOWN BUILDING COMMISSION	3/31/23	APRIL 2023 CITY RENTS	GENERAL FUND	CITY HALL	2,550.00
	3/31/23	APRIL 2023 CITY RENTS	GENERAL FUND	CITY HALL	16,667.00
	3/31/23	APRIL 2023 CITY RENTS	GENERAL FUND	POLICE DEPARTMENT	7,840.98
				TOTAL:	27,057.98
DELTA DENTAL OF PENNSYLVANIA	3/31/23	APRIL 2023 DENTAL PREMIUMS	GENERAL FUND	NON-DEPARTMENTAL	569.05
	3/31/23	APRIL 2023 DENTAL PREMIUMS	GENERAL FUND	TREASURER'S OFFICE	66.54
	3/31/23	APRIL 2023 DENTAL PREMIUMS	GENERAL FUND	CITY CLERK'S OFFICE	22.18
	3/31/23	APRIL 2023 DENTAL PREMIUMS	GENERAL FUND	PLANNING & ZONING	88.72
	3/31/23	APRIL 2023 DENTAL PREMIUMS	GENERAL FUND	CITY HALL	22.18
	3/31/23	APRIL 2023 DENTAL PREMIUMS	GENERAL FUND	PARKING	44.36
	3/31/23	APRIL 2023 DENTAL PREMIUMS	GENERAL FUND	POLICE DEPARTMENT	332.70
	3/31/23	APRIL 2023 DENTAL PREMIUMS	GENERAL FUND	STREETS & HIGHWAYS	66.54
				TOTAL:	1,212.27
ECONO SIGNS LLC	3/31/23	DEAD END SIGN	GENERAL FUND	STREETS & HIGHWAYS	47.91
	3/31/23	DEAD END SIGN	GENERAL FUND	STREETS & HIGHWAYS	28.60
				TOTAL:	76.51
FRONTIER COMMUNICATIONS CORP	3/31/23	661 PD PHONE SER 3/10-4/9	GENERAL FUND	POLICE DEPARTMENT	1,190.74
				TOTAL:	1,190.74
GUARDIAN	3/31/23	APR23 VISION PREMIUMS	GENERAL FUND	NON-DEPARTMENTAL	138.46

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JEFFERSON WHITTEN	3/31/23	FY23 FIP-212 N GEORGE ST	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	5,000.00
				TOTAL:	5,000.00
JEFFERSON PUBLISHING COMPANY, INC.	3/31/23	3/8&3/15 NOTICE TAX INCREA	GENERAL FUND	TREASURER'S OFFICE	233.82
	3/31/23	3/8 NPH GREENWAY ENGINEERI	GENERAL FUND	PLANNING & ZONING	35.10
	3/31/23	2/1 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	3/31/23	2/8 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	3/31/23	2/15 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	3/31/23	2/22 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
				TOTAL:	546.92
JOHNSON CONTROLS SECURITY SOLUTIONS	3/31/23	661FIRE ALARM 4/1/23-6/30/	GENERAL FUND	POLICE DEPARTMENT	1,184.34
				TOTAL:	1,184.34
KENT PARSONS FORD, INC	3/31/23	#18 WHEEL COVER	GENERAL FUND	POLICE DEPARTMENT	93.11
				TOTAL:	93.11
KIMLEY-HORN AND ASSOCIATES, INC.	3/31/23	SERVICES THROUGH JANUARY 2	GENERAL FUND	PLANNING & ZONING	2,717.51
	3/31/23	SERVICES THROUGH FEBRUARY	GENERAL FUND	PLANNING & ZONING	5,722.67
				TOTAL:	8,440.18
LINCOLN NATIONAL LIFE INSURANCE COMPAN	3/31/23	APRIL 2023 LIFE INS PREMIU	GENERAL FUND	CITY MANAGER'S OFFICE	90.77
	3/31/23	APRIL 2023 LIFE INS PREMIU	GENERAL FUND	TREASURER'S OFFICE	137.75
	3/31/23	APRIL 2023 LIFE INS PREMIU	GENERAL FUND	CITY CLERK'S OFFICE	37.67
	3/31/23	APRIL 2023 LIFE INS PREMIU	GENERAL FUND	PLANNING & ZONING	327.82
	3/31/23	APRIL 2023 LIFE INS PREMIU	GENERAL FUND	CITY HALL	43.76
	3/31/23	APRIL 2023 LIFE INS PREMIU	GENERAL FUND	PARKING	70.36
	3/31/23	APRIL 2023 LIFE INS PREMIU	GENERAL FUND	POLICE DEPARTMENT	820.26
	3/31/23	APRIL 2023 LIFE INS PREMIU	GENERAL FUND	STREETS & HIGHWAYS	161.56
				TOTAL:	1,689.95
MCKINNEY'S AUTO REPAIR & TOWING	3/31/23	#5 REPLACED FUEL PUMP RELA	GENERAL FUND	POLICE DEPARTMENT	221.22
				TOTAL:	221.22
POTOMAC EDISON COMPANY, INC.	3/31/23	ELECTRIC SERV FEBRUARY 202	GENERAL FUND	CITY HALL	630.27
	3/31/23	ELECTRIC SERV FEBRUARY 202	GENERAL FUND	PARKING	93.43
	3/31/23	ELECTRIC SERV FEBRUARY 202	GENERAL FUND	STREETS & HIGHWAYS	8,545.94
	3/31/23	ELECTRIC SERV FEBRUARY 202	GENERAL FUND	VISITORS CENTER	563.59
				TOTAL:	9,833.23
SHERIFF OF JEFFERSON COUNTY	3/31/23	2023 AERIAL IMAGERY-GIS	GENERAL FUND	PLANNING & ZONING	2,500.00
				TOTAL:	2,500.00
SOUTH CENTRAL PLANNING & DEVELOPMENT C	3/31/23	MYPEPRMITNOW FEES MARCH 20	GENERAL FUND	CITY HALL	730.00
				TOTAL:	730.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TIAA, FSB	3/31/23	2ND FLOOR PLAT PRINTER	GENERAL FUND	CITY HALL	153.50
	3/31/23	2ND FLOOR PLAT PRINTER	GENERAL FUND	CITY HALL	300.00
	3/31/23	2ND FLOOR PLAT PRINTER	GENERAL FUND	CITY HALL	43.50
				TOTAL:	497.00

========== FUND TOTALS ==========

001	GENERAL FUND	213,992.11
	GRAND TOTAL:	213,992.11

TOTAL PAGES: 3

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: AP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 3/31/2023 THRU 3/31/2023

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT		AMOUNT
AC & T CO., INC	3/31/23	JMP PORTA POTTY SERV	PARKS & REC	PARKS & REC		265.00
					TOTAL:	265.00
JEFFERSON PUBLISHING COMPANY, INC.	3/31/23	2/8 OPP TO SERVE P&R BOARD	PARKS & REC	PARKS & REC		130.20
					TOTAL:	130.20

========== FUND TOTALS ==========

207	PARKS & REC	395.20
	GRAND TOTAL:	395.20

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 03-CT BOARD OF P&R
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: PARK1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 3/31/2023 THRU 3/31/2023

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

VENDOR SORT KEY		DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MARLIN BUSINESS BANK		4/03/23	PD & CITY COPIER RENTAL	GENERAL FUND	CITY HALL	515.98
		4/03/23	PD & CITY COPIER RENTAL	GENERAL FUND	POLICE DEPARTMENT	280.00
					TOTAL:	795.98
ONE TIME VENDOR	DEMSEY, MICHAEL	4/03/23	Bond Refund:21002013 -01	GENERAL FUND	NON-DEPARTMENTAL	200.00
	DEMSEY, MICHAEL	4/03/23	Bond Refund:21002013 -01	GENERAL FUND	NON-DEPARTMENTAL	200.00-
	DEMSEY, MICHAEL	4/03/23	Bond Refund:21002013 -01	GENERAL FUND	NON-DEPARTMENTAL	200.00
					TOTAL:	200.00

========== FUND TOTALS ==========

001	GENERAL FUND	995.98
	GRAND TOTAL:	995.98

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: AP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 4/03/2023 THRU 4/03/2023

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Sort
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 2

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-325 Oath of Office - Charles Town Interim City Clerk, Meeks

ATTACHMENTS:

- Alissa Meeks - Interim City Clerk.pdf

State of West Virginia
City of Charles Town

COUNTY OF JEFFERSON

I, **Alissa Meeks,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the ordinances of the City of Charles Town.

I, **Alissa Meeks,** do solemnly swear that I will faithfully discharge and perform the duties prescribed in the City of Charles Town's Charter by agreeing to accept the authority over, and responsibility for, the duties of City Clerk for a period beginning March 20, 2023 and until such time as a new City Clerk is selected and administered a new oath of office.

Alissa Meeks

The above oath was taken and subscribed before Robert M. Trainor, Mayor of the City of Charles Town, on this 20th day of March, 2023.

Robert M. Trainor
Mayor

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-326 Oath of Office - Interim Director and Chair of Charles Town Utility Board, Mayor Trainor

ATTACHMENTS:

- 2023 Bob Trainor - Interim Board of Director and Chair.pdf

State of West Virginia
City of Charles Town

COUNTY OF JEFFERSON

I, Robert Trainor, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the ordinances of the City of Charles Town.

I, Robert Trainor, do solemnly swear that I will faithfully discharge and perform the duties of the position of Interim Director and Chair for the Charles Town Utility Board, to the best of my skill, judgment, and according to law.

Robert M Trainor

Signature

The above oath was taken and subscribed before Alissa Meeks, Charles Town City Clerk, on this 22nd day of March, 2023.

Alissa J. Meeks

Alissa Meeks
Charles Town City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-327 Oath of Office - Charles Town Utility Board of Directors Appointment, Heidi Parker -March 22, 2023

ATTACHMENTS:

- Oath of Office CTUB Heidi Parker.pdf

State of West Virginia
City of Charles Town

COUNTY OF JEFFERSON

I, **Heidi Parker,** do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia.

I, **Heidi Parker,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Board Member for the City of Charles Town Utility Board, to the best of my skill and judgment, and according to law.

Signature

The above oath was taken and subscribed before Robert M. Trainor, Charles Town Mayor, on this 22nd day of March, 2023.

Robert M. Trainor
Charles Town Mayor

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-328 Charles Town Utility Board Minutes - March 8, 2023

ATTACHMENTS:

- CTUB Board Minutes March 8, 2023.pdf

Charles Town Utility Board
Regular Board Meeting
March 8, 2023

The Charles Town Utility Board held a regular meeting on March 8, 2023 at 4:00 P.M. Members of the Board present were John Barkley, Duke Pierson, Tommy Stocks and Jeff Whitten. Also present were Kristen Stolipher, April Shultz, Hoy Shingleton and Ashley Stottlemyer.

CALL TO ORDER

Chairman John Barkley called the meeting to order at 4:00 P.M.

APPROVAL OF MINUTES

Approval of February 22, 2023 Regular Meeting Minutes

The Chairman called for changes or corrections to the February 22, 2023 regular meeting minutes.

Action: **Motion by Mr. Stocks, second by Mr. Pierson, the Board unanimously approved the minutes as presented.**

PUBLIC COMMENT

The Board received a public comment from Elizabeth Ricketts and Amanda Stroud.

OLD BUSINESS

Temporary Access Easement Lease Agreement - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.

This item was moved to the end of the meeting.

Action: **No action required by the Board.**

Easement Agreement in WVDOH Right-Of-Way - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.

This item was moved to the end of the meeting.

Action: **No action required by the Board.**

NEW BUSINESS

Renewal and Replacement Project Resolution No. 5 – Contractor Pay Application No. 5

Mrs. Stolipher provided the contractor submitted an application for payment no. 5 in the amount of $92,171.91. She also included the revised Schedule B with the most recent change order and a modified projected budget for the collections system project.

Action: **Motion by Mr. Whitten, second by Mr. Pierson, the Board unanimously approved the Contractor Pay Application No. 5.**

Legal Services RFP - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.

This item was moved to the end of the meeting.

Action: **No action required by the Board.**

Collection System Project – Senator Manchin Earmark FY 2023

Mrs. Stolipher has been working to pursue a congressionally directed USEPA grant through Senator Manchin and Senator Capito's office for the Collection System Project.

Action: **No action required by the Board.**

Wastewater Sludge Truck Purchase

Mrs. Stolipher briefed the Board on purchasing a new wastewater sludge truck in roughly the $115,000.00 range. She also revised and provided the Capital Improvement Plan to include this purchase.

Action: **Motion made by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved the purchase of a new wastewater sludge truck.**

Discussion on Fiber Installation and Locating

The Board provided discussions on the recent issues of fiber installation and water/sewer line breaks. Mr. Pierson suggested further discussion on this topic in executive session. Mrs. Stolipher would like to coordinate a meeting with the fiber installers to review the process and recent issues. She also addressed concerns from the water main break that occurred on March 7th and further investigation on the public notification issues relating to the event and improvements to the policy. Mrs. Stolipher also mentioned the tremendous amount of support during this incident from CTUB staff, the City of Ranson maintenance staff, Independent Fire Company and fellow neighbors.

Action: **No action required by the Board.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher briefed the Board on this month's sewer and water efforts including an update on the PSC cases and an upcoming progress meeting on the Renewal and Replacement Project.

Action: **No action required by the Board.**

Chairman Report

The Chairman thanked Mrs. Stolipher for providing guidance and information to approach the County Commission for a support letter for the senatorial spending requests.

Action: **No action required by the Board.**

APPROVAL OF BILLS

March 8, 2023

Action: **Motion by Mr. Stocks, second by Mr. Pierson, the Board unanimously approved the payment of the bills.**

EXECUTIVE SESSION

Action: **Motion by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved convening into Executive Session at 4:33 P.M. to discuss the following items:**

- Temporary Access Easement Lease Agreement - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.

- Easement Agreement in WVDOH Right-Of-Way - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.
- Legal Services RFP - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(9) - To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision and involving contract matters.
- Discussion on Fiber Installation and Locating

Executive session was over at 5:41 P.M.

Action: **Motion made by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved the Temporary Access Easement Lease Agreement as submitted.**

INFORMATION ONLY

The next special meeting is scheduled for Thursday, March 9, 2023 at 11:00 A.M. at 661 S. George Street.

There being no further business at this time, the Board adjourned the meeting at 5:42 P.M.

Action: **Motion by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved the motion to adjourn.**

Chairman

Ashley Stottlemyer
Secretary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-329 Charles Town Utility Board Minutes - March 9, 2023

ATTACHMENTS:

- CTUB Board Minutes March 9 2023.pdf

Charles Town Utility Board
Special Board Meeting
March 9, 2023

The Charles Town Utility Board held a special meeting on March 9, 2023 at 11:00 A.M. Members of the Board present were John Barkley, Duke Pierson, Tommy Stocks and Jeff Whitten. Also present were Kristen Stolipher, April Shultz and Ashley Stottlemyer.

CALL TO ORDER
Chairman John Barkley called the meeting to order at 11:00 A.M.

PUBLIC COMMENT
The Board received a no public comment.

NEW BUSINESS
Renewal and Replacement Project

- Change Order No. 2 – FRP Shelter Dimension Revision & Relocation of Electrical Equipment and Conduits

Chris Eckenrode, of Gwin Dobson Foreman, presented Change Order No. 2 to expand the FRP Shelter and associated concrete pad to accommodate increased sizes of electrical equipment and relocating equipment in the new electrical room to accommodate these increased sizes of equipment. The Board provided discussions. Mrs. Stolipher mentioned this request is time sensitive as the quote is only valid until March 14th. This request came in after the March 8th regular meeting agenda was posted. Mr. Eckenrode also provided a brief update on the progress of the project.

Action: **Motion made by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved Change Order No. 2 as submitted.**

INFORMATION ONLY
The next regular meeting is scheduled for Wednesday, March 22, 2023 at 4:00 P.M. at 661 S. George Street.

There being no further business at this time, the Board adjourned the meeting at 11:14 A.M.

Action: **Motion by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved the motion to adjourn.**

Chairman

Ashley Stottlemyer
Secretary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-330 Letter of Support for CTUB Congressional Directed EPA Grant - Senator Manchin, March 6, 2023

ATTACHMENTS:

- Letter of SUpport for CTUB Congressional Directed EPA Grant Senator Manchin.pdf

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

VIA EMAIL AND FIRST-CLASS MAIL

MAYOR
Robert M. Trainor

CITY COUNCIL

James Kratovil

Elizabeth Ricketts

Kevin Tester

Jeff Hynes

Jean Petti

Julie Philabaum

Michael George

Rikki Twyford

CITY MANAGER

John Barkley

March 6, 2023

The Honorable Joe Manchin
United States Senate
306 Hart Senate Office Building
Washington, D.C. 20510

Subject: Charles Town Utility Board Request for a Congressionally Directed U.S. EPA Grant for Critical Wastewater Infrastructure Upgrade

Dear Senator Manchin,

I write to convey to you the City of Charles Town's strong support for the Charles Town Utility Board's (CTUB) request seeking your consideration of a congressionally-directed grant of $6,200,000 from the U.S. Environmental Protection Agency (EPA) to help fund a critically-needed upgrade to a significant portion of Jefferson County's outdated and inadequate wastewater collection systems. This project will not only benefit the residents and ratepayers in CTUB's service area but will facilitate our continuous efforts and commitment to protecting our natural environmental heritage, which is part of the Chesapeake Bay watershed.

In 2018, the wastewater systems of the Jefferson County Public Service District, Ranson Utilities, and Charles Town Utilities were consolidated to become the Charles Town Utility Board. The goals of the consolidation were to holistically address the area's aging wastewater infrastructure and inconsistent user rates and service as well as to improve environmental and economic inefficiencies. The Collections Systems Upgrade project is designed to meet these goals by improving and/or replacing wastewater collection lines, aging pump stations, and existing capacity limitations.

The Charles Town Utility Board has secured a $500,000 grant through the Clean Water State Revolving Fund (CWSRF) "Green" grant, as well as 20 percent of the remaining funding needed for this $8.25M project. With your support in securing a congressional-directed U.S. EPA State and Tribal Assistance Grant (STAG) for 80 percent of the of the remaining project cost of $7,750,000 and CTUB funding the remaining 20 percent through loans, their Working Capital Contribution and appropriate Capital Improvement Fee accounts, we can move forward with this critically important project while reducing the fiscal impact on the ratepayers.

Thank you very much for your consideration of this worthy project, and please do not hesitate to contact me at 304-725-2311 or via email at btrainor@charlestownwv.us if you have any questions.

Sincerely,

Robert M. Trainor

Copy: Charles Town Utility Board of Directors

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-331 Letter of Support for CTUB Congressional Directed EPA Grant - Senator Capito, March 6, 2023

ATTACHMENTS:

- Letter of Support for CTUB Congressional Directed EPA Grant Senator Capito.pdf

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

VIA EMAIL AND FIRST-CLASS MAIL

MAYOR
Robert M. Trainor

CITY COUNCIL
James Krstovil
Elizabeth Ricketts
Kevin Tester
Jeff Hynes
Jean Petti
Julie Philabaum
Michael George
Rikeki Twyford

CITY MANAGER
John Barkley

March 6, 2023

The Honorable Shelley Moore Capito
United States Senate
172 Russell Senate Office Building
Washington, D.C. 20510

Subject: Charles Town Utility Board Request for a Congressionally Directed U.S. EPA Grant for Critical Wastewater Infrastructure Upgrade

Dear Senator Capito,

I write to convey to you the City of Charles Town's strong support for the Charles Town Utility Board's (CTUB) request seeking your consideration of a congressionally-directed grant of $6,200,000 from the U.S. Environmental Protection Agency (EPA) to help fund a critically-needed upgrade to a significant portion of Jefferson County's outdated and inadequate wastewater collection systems. This project will not only benefit the residents and ratepayers in CTUB's service area but will facilitate our continuous efforts and commitment to protecting our natural environmental heritage, which is part of the Chesapeake Bay watershed.

In 2018, the wastewater systems of the Jefferson County Public Service District, Ranson Utilities, and Charles Town Utilities were consolidated to become the Charles Town Utility Board. The goals of the consolidation were to holistically address the area's aging wastewater infrastructure and inconsistent user rates and service as well as to improve environmental and economic inefficiencies. The Collections Systems Upgrade project is designed to meet these goals by improving and/or replacing wastewater collection lines, aging pump stations, and existing capacity limitations.

The Charles Town Utility Board has secured a $500,000 grant through the Clean Water State Revolving Fund (CWSRF) "Green" grant, as well as 20 percent of the remaining funding needed for this $8.25M project. With your support in securing a congressional-directed U.S. EPA State and Tribal Assistance Grant (STAG) for 80 percent of the of the remaining project cost of $7,750,000 and CTUB funding the remaining 20 percent through loans, their Working Capital Contribution and appropriate Capital Improvement Fee accounts, we can move forward with this critically important project while reducing the fiscal impact on the ratepayers.

Thank you very much for your consideration of this worthy project, and please do not hesitate to contact me at 304-725-2311 or via email at btrainor@charlestownwv.us if you have any questions.

Sincerely,

Robert M. Trainor

Copy: Charles Town Utility Board of Directors

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-332 Mayor Letter of Support for a Congressional Directed Spending Grant for the non-Profit Local Food Access Program, March 9, 2023

ATTACHMENTS:

- Mayor Letter of Support for a Congressional Directed Spending Grant for non Profit Local Food Access Program.pdf

OFFICE OF THE MAYOR

ROBERT M. TRAINOR

The Golden Rule City

March 9, 2023

The Honorable Joe Manchin
United States Senate
306 Hart Senate Office Building
Washington, D.C. 20510

The Honorable Shelley Moore Capito
United States Senate
172 Russell Senate Office Building
Washington, D.C. 20510

Re: Support for the Charles Town Community Markets' Request for a Congressionally Directed Spending Grant for the non-Profit Local Food Access Program

Dear Senator Manchin and Senator Capito

I write to convey to you my support of Community Markets Inc.'s Congressionally Directed Spending (CDS) Grant request for $342,000 to aid their Local Food Access Program. Community Markets is dedicated to providing low-income Appalachian families with affordable fresh produce, locally grown in the Eastern Panhandle. They have partnered with a number of non-profit and commercial organizations who have graciously contributed over $100,000 in equipment, services, and personnel to provide for an anticipated 200 families in FY2023. They anticipate doubling that number in FY2024 to 400 families. A portion of the Local Food Access Program revenues will be dedicated to augmenting other food assistance programs.

Specifically, Community Market Inc.'s would use the CDS grant on the following:

- Establish a Supplemental Nutrition Assistance Program (SNAP) Stretch Fund that will allow recipients to use their SNAP benefits, realizing a 50% discount at more food providers in Jefferson County, including our partners at St. Isidore Market. The 50% discount program will "stretch" recipients' nutritional buying power. This portion of the grant will be 100% dedicated to directly feeding low-income, underserved persons;
- Implementation of new e-Commerce websites to reach more families and individuals in need of assistance;
- Transportation expenses to collect and deliver food and supplies; and
- Personnel expenses

Community Markets is dedicated to assisting those underserved persons by connecting them with local farmers. In addition to the obvious economic benefit to the local farmers, low-income underserved families also benefit by affording them access to quality nutritious food, a key component to a happy and healthy lifestyle.

Thank you very much for your consideration of this worthy effort, and please do not hesitate to contact me at 304-725-2311 or via email at btrainor@charlestownwv.us if you have any questions.

Sincerely,

Robert M. Trainor

101 E. WASHINGTON STREET, CHARLES TOWN, WV 25414

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 04/03/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-333 Planning Commission Minutes - November 28, 2022

ATTACHMENTS:

- Planning Commission minutes November and December 2022.pdf

CITY OF CHARLES TOWN

PLANNING COMMISSION

MINUTES • NOVEMBER 28, 2022

Regular Meeting | **Council Chambers** | **7:00 PM**

101 East Washington Street, Charles Town, WV 25414

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Ann Paonessa	Chairman	Present	
Kevin Long	Vice-Chairman	Absent	
Jeff Hynes	Councilmember	Present	
Angie Cummings	Commissioner	Absent	
Jessica Derr	Commissioner	Present	

Alissa Meeks, James Newman, and Kyle French were also in attendance.

II. APPROVAL OF MINUTES

1. 5853: Planning Commission Meeting Minutes - October 24, 2022

   Ms. Derr moved the approve the October 24, 2022, Planning Commission meeting. Mr. Hynes seconded the motion, and is passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jessica Derr, Commissioner
SECONDER:	Jeff Hynes, Councilmember
AYES:	Paonessa, Hynes, Derr
ABSENT:	Long, Cummings

III. DISCUSSION

1. 5855: 2022-175: Codified Ordinance Part 13, Articles 1321 -1325 Zoning Ordinance for the City

   The Commission discussed how medical cannabis dispensaries should be classified in the Codified Ordinance Part 13, Articles 1321-1325. No vote was needed.

IV. NEW BUSINESS

1. 5850: 01 SLD-2022-03-BE-Norborne Glebe Phase 15- Bond Initiation

   Mr. Hynes moved to approve the Land Disturbance Bond in the amount of $272,159.22 and the Performance Bond in the amount of $3,086,207.27. Ms. Derr seconded the motion, and it passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes, Councilmember
SECONDER:	Jessica Derr, Commissioner
AYES:	Paonessa, Hynes, Derr
ABSENT:	Long, Cummings

2. 5851: 01 SLD-2022-06-SP- Norborne Glebe 10B-13 Sketch Plan (Completeness)

Mr. Hynes moved to find the application "complete" and schedule a public hearing for December 27, 2022. Ms. Derr seconded the motion, and it passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes, Councilmember
SECONDER:	Jessica Derr, Commissioner
AYES:	Paonessa, Hynes, Derr
ABSENT:	Long, Cummings

V. ADJOURNMENT

Mr. Hynes moved to adjourn the meeting. Ms. Derr seconded the motion, and it passed unanimously.

CITY OF CHARLES TOWN

PLANNING COMMISSION

MINUTES • DECEMBER 27, 2022

Regular Meeting | **Council Chambers** | **7:00 PM**

101 East Washington Street, Charles Town, WV 25414

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Ann Paonessa	Chairman	Present	
Kevin Long	Vice-Chairman	Present	
Jeff Hynes	Councilmember	Absent	
Angie Cummings	Commissioner	Present	
Jessica Derr	Commissioner	Present	

James Newman and Alissa Meeks were also in attendance.

II. APPROVAL OF MINUTES

1. Planning Commission - Regular Meeting - Oct 24, 2022 7:00 PM

The following changes will be made to the October 24, 2022, Planning Commission meeting minutes.

- Agenda Item 5828: SLD-2022-05-SP - Huyett Road Self Storage - Sketch Plan - the vote block will be changed to reflect Angie Cummings' "Nay" vote.
- In the first paragraph of Agenda Item 5828 the word "ascetics" will be replaced with "**aesthetics**".

Mr. Long moved to approve the minutes as amended. Ms. Derr seconded the motion, and it passed unanimously.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Kevin Long, Vice-Chairman
SECONDER:	Jessica Derr, Commissioner
AYES:	Paonessa, Long, Cummings, Derr
ABSENT:	Hynes

III. PUBLIC PORTION

1. 5859: Waiver for Tri-State Investments re: 248 Cherry Tree Drive

Mr. Long moved to open the public hearing for the Waiver for Tri-State Investments re: 248 Cherry Tree Drive. Ms. Cummings seconded the motion, and there were no objections.

There was no one signed up for the public hearing.

Ms. Derr moved to close the public hearing. Mr. Long seconded the motion, and there were no objections.

Ms. Derr moved to approve the waiver as requested. Mr. Long seconded the motion, and it was approved unanimously.

Only the final vote is reflected in the box below.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jessica Derr, Commissioner
SECONDER:	Kevin Long, Vice-Chairman
AYES:	Paonessa, Long, Cummings, Derr
ABSENT:	Hynes

IV. NEW BUSINESS

1. 5864: Norborne Glebe Phase 6 Bond Reduction

It was noted that the City has a signed Bond Request and Reduction Application from Arcadia Land, Inc.

Mr. Long moved to recommend to City Council the bond reduction of $1,098,629.92 for Norborne Glebe Phase 6. Ms. Derr seconded the motion, and it passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kevin Long, Vice-Chairman
SECONDER:	Jessica Derr, Commissioner
AYES:	Paonessa, Long, Cummings, Derr
ABSENT:	Hynes

2. 5865: Tate Manor Bond Extention

Mr. Long moved to approve the one year bond extension for Tate Manor. Ms. Derr seconded the motion, and it passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kevin Long, Vice-Chairman
SECONDER:	Jessica Derr, Commissioner
AYES:	Paonessa, Long, Cummings, Derr
ABSENT:	Hynes

3. 5863: 2023-Planning-Commission Calendar

Ms. Derr moved to approve the 2023 Planning Commission Calendar. Mr. Long seconded the motion, and it passed unanimously.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jessica Derr, Commissioner
SECONDER:	Kevin Long, Vice-Chairman
AYES:	Paonessa, Long, Cummings, Derr
ABSENT:	Hynes

V. ADJOURNMENT

Ms. Derr moved to adjourn the meeting. Ms. Cummings seconded the motion, and it passed unanimously.