CITY OF CHARLES TOWN

CITY COUNCIL

AGENDA • AUGUST 21, 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

: **2023-749:** Approval of City Council Meeting Minutes - August 8, 2023
August 8 2021 City Council Minutes.docx

SWEAR-IN NEW CITY CLERK/CTUB CHAIR

: **2023-716** Swear-In New City Clerk/Charles Town Board of Directors Chairman.

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

: **2023-727:** Go Purple Proclamation
National Recovery Month Proclamation.pdf

6. COMMITTEE REPORTS

: **2023-724:** Finance Committee Report
FinanceCommitteeReport_9Aug2023.pdf

: **2023-738:** Infrastructure Committee Report

: **2023-739:** Ordinance Committee Report
Ordinance Meeting Minutes 8_9_23.pdf

: **2023-740:** Parks and Recreation Board Report

: **2023-741:** Personnel Committee Report

7. CITY MANAGER REPORT

8. POLICE CHIEF REPORT

: **2023-779:** Police Statistic Report - July 2023
Police Stats - July.pdf

9. UNFINISHED BUSINESS

: **2023-728:** ARPA Check Presentations - Round II

: **2023-730:** CTUB ARPA Resolution (Remove from Table)
230807 CTUB Trail Estimate - 6'.pdf
230807 CTUB Trail Estimate - 10'.pdf
CTUB MEMO Trail request.pdf
CTUB_ARPA_Trail_Resolution_Aug2023_Rev1_21Aug2023.docx
CTUB_ARPA_Trail_Resolution_Aug2023_Rev2_10'Trail_21Aug2023.docx

: **2023-731:** Rouse Hall Lease Addendum (Remove from Table) - Executive Session
First Amendment to Rouss Hall Use Agreement(17165217.3 SJDOCS).docx
Rouss_Hall_-_Jefferson_County_Arts_Council_and_Washington_Street_Artists.pdf

: **2023-732:** Martin Luther King JR Boulevard/Summit Point Intersection Discussion (Remove from Table)

10. NEW BUSINESS

: **2023-710** Resolution - Agreement School Based Law Enforcement Officer
Resolution School Based Law Enforcement Officer Agreement.pdf

: **2023-713** Resolution: WV Department of Transportation/Division of Highways Agreement
Resolution WV DOH TAP S George Street Sidewalk Construction.pdf

: **2023-711** Revised Article 1705 - First Reading
Mayor_s_Select_Committee_Letter.pdf
Article 1705 red-lined.pdf
Article 1705 clean.pdf

: **2023-712** Revised Article 1759 - First Reading
Mayor_s_Select_Committee_Letter.pdf
Article 1759 red-lined.pdf
Article 1759 clean.pdf

: **2023-725** Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System.
Resolution to Become Participating Employer of the WV MPFRS.pdf
Chapter 8 Municipal Corporations.pdf
Letter Outligning MPFRS Requirements.pdf
Consolidated Public Retirement Board Plan Statistics.pdf

: **2023-726:** Locust Hill/CTUB Property Transfer
LHUOA letter.pdf
DEED BOOK (968-712)1-3.pdf
Parcel C Plat - Enlarged.pdf

11. REFERRALS TO COMMITTEES/COMMISSIONS

: **2023-718:** Request for two (2) Handicap Parking Spaces at the entrance of 110 N. George Street.

12. APPROVAL OF BILLS

: **2023-750:** Payment of Bills - August 21, 2023

CAPITAL RESERVE COUNCIL REPORT 2023 8 21.pdf
GENERAL FUND COUNCIL REPORT 2023 8 21.pdf
PARKS & REC COUNCIL REPORT 2023 08 21.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING, TUESDAY, SEPTEMBER 5, 2023.

: **2023-715:** BCT Letter Authorizing New Account Signatures.
BCT Letter Authorizing new account signers..pdf

: **2023-736:** Signed Letter to WV Alcohol Beverage Control Administration re: Abolitionist Ale Works/Car Show
WV Alcohol Beverage Control - Abolitionist Ale Works.pdf

: **2023-737:** CTUB Minutes, July 26, 2023
2023.07.26 UB MINUTES.pdf

: **2023-748:** Letter of Appreciation to Mr. George C. Rutherford
Letter of Appreciation - Mr. Rutherford.pdf

15. 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: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-749: Approval of City Council Meeting Minutes - August 8, 2023

ATTACHMENTS:

- August 8 2021 City Council Minutes.docx

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • AUGUST 8, 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	
Elizabeth Ricketts	Councilmember	Present	
James Kratovil	Councilmember	Present	
Jeff Hynes	Councilmember	Present	
Kevin Tester	Councilmember	Present	
Julie Philabaum	Councilmember	Present	
Priscilla Rodd	Councilmember	Present	
Rikki Twyford	Councilmember	Present	
Micheal George	Councilmember	Present	

Ms. Alissa Meeks, Community Development Director/Interim City Clerk; Ms. Elizabeth Cook, Business Development/Downtown Coordinator; Mr. James Newman, City Planner; and Lieutenant George Manning, Charles Town Police Department, were also in attendance.

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

2023-667: Approval of July 17, 2023, City Council meeting minutes.

The following changes were made to the July 17, 2023, City Council Meeting minutes:

Packet page 5, CALL TO ORDER: replace the word "**Manger**" after the words "Utility Board" with "**Manager**" to read: "Ms. Kristin Stolipher, Charles Town Utility Board Manager…"

Packet page 6, Ward Reports, Ms. Ricketts report, second sentence: insert a period after the word **"meeting"** and remove the words: **"where it was announced that the transit authority did not receive any federal funding this year."**

3. PUBLIC COMMENT

Ms. Nicola Bastian reported that there are ten open spots for homeowners to sign up to have their water tested for lead. She would also like the City of Charles Town to consider purchasing lead testing kits for the residents of Charles Town.

4. WARD REPORTS

Ward #1

Ms. Ricketts reported that the Charles Town Utility Board (CTUB) is in the process of evaluating a class cost of service study for water and sewer rates, which may result in rate adjustments. She also reported that the Charles Town Tree Board is looking into opportunities to help with the City's cleanup efforts from the July 14, 2023 storm.

Mr. Kratovil had nothing to report.

Ward #2

Mr. Hynes had nothing to report.

Mr. Tester had nothing to report.

Ward #3

Ms. Philabaum had nothing to report.

Ms. Rodd had nothing to report.

Ward #4

Ms. Twyford had nothing to report.

Mr. George reported that he attended the West Virginia Municipal League Annual Conference and will prepare a report for the next Council meeting.

5. MAYOR'S REPORT

Mayor Trainor reported that he attended the Charles Town Utility Board meeting on July 12, 2023.

6. COMMITTEE REPORTS

2023-675: Ordinance Committee Report

Ms. Twyford reported the Ordinance Committee met on July 26, 2023, where they discussed the following:

- Article 171 - Municipal Court. The committee will hold a remote meeting on August 9, 2023, to review information received by the Municipal Court clerk and City prosecuting attorney.
- Article 745.16A - Business and Occupation Tax. Approval of the first reading will be voted on later in this meeting.

2023-677: Infrastructure Committee Report

Ms. Ricketts reported the Infrastructure Committee met on July 24, 2023, and discussed the following:

- Ms. Ricketts was selected as the Infrastructure Committee Chair.
- The Committee's regular meetings will be scheduled for the 4th Monday of every month at 4:30PM to facilitate the maintenance supervisor's, Mr. Jim Wysong, attendance.
- Mr. Wysong updated the Committee on the July 14, 2023 storm damage and cleanup efforts.

- The Committee reviewed their active project list for presentation to the newly hired City Manager at their next Committee meeting.

2023-679: Parks and Recreation Report June 22, 2023; July 6, 2023; July 27,2023

Ms. Ricketts reported that the Board of Parks and Recreation has selected Kimley Horn to develop a Master Parks Plan. At their July 27, 2023, meeting the Board heard presentations from three different engineering firms regarding the Pool and Pool House renovations. The Board will meet on August 10, 2023, with the intention to decide which firm to choose.

7. CITY MANAGER REPORT

Ms. Meeks reported the following:

- The City has hired Ms. Kim Crosson, as permit technician, who began on July 31, 2023.
- Mr. Chris Longerbeam, of Star-Chapman Group, was hired to assume some of the Finance Director's responsibilities until a City Finance Director is hired. He will be in the office 2 or 3 days per week.
- The summer swim and tennis programs have completed their summer sessions. Due to the hard work of both Tevin Hart and Anna Ours both programs were successful.
- The final drawings for Phase I of the Augustine Avenue Trail have been completed by Alpha Engineers, who are currently working with the West Virginia Department of Environmental Protection (WVDEP) to secure the necessary National Pollution Discharge Elimination System (NPDES) permits.
- City staff has been working with Councilmember Rodd regarding ground penetrating radar at Potter's Field located on Seminary Street. Two quotes have been received: GeoModel for $3900 and GPR for $2000; staff intends to make a decision within the next few weeks.
- Acknowledged Adam Sedlock, the City's summer intern, whose last day will be August 11, 2023, for his dedication, assistance, and accomplishments this summer; he was a great asset to the Planning and Zoning department.

8. POLICE CHIEF REPORT

Lieutenant Manning reported that there will be a safety belt check point conducted on Thursday, August 10, 2023, funded by the Governor's Highway Safety Program. He also introduced Officers Michael Lipscomb and Grayden Boward, two new Charles Town Police Department officer hires. Officer Boward will be departing for the West Virginia Police Academy on August 21, 2023. Officer Lipscomb is already a certified West Virginia police officer with 5 years' experience.

9. UNFINISHED BUSINESS

2023-669: Martin Luther King Jr. Boulevard/Summit Point Intersection Discussion

Mr. Hynes moved to table this agenda item until the August 21, 2023, Council meeting. Mr. George seconded the motion, and it passed unanimously.

Council member Ricketts volunteered to contact Mr. Matt Mullinax – Hagerstown/Eastern Panhandle Metropolitan Planning Organization (HEPMPO) – to coordinate scheduling a public comment/hearing session on the various options being considered for the intersection.

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

2023-670: CTUB ARPA Trail Resolution

Mr. Hynes moved to table this agenda item until the August 21, 2023, meeting to allow the Charles Town Utility Board General Manager to provide more detail on the proposed trail. Mr. Tester seconded the motion, and it passed unanimously.

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

2023-671: Amendment to Rouss Hall Lease Agreement

Mr. George moved to table this agenda item to allow the City's legal counsel to provide more guidance on amending the current lease. Mr. Tester seconded the motion, and it passed by a 6-2 vote.

RESULT:	**APPROVED**
MOVER:	Micheal George
SECONDER:	Kevin Tester
AYES:	Kratovil, Tester, Hynes, Philabaum, George, Twyford
NAYS:	Ricketts, Rodd

10. NEW BUSINESS

2023-660: BR2023-03: Norborne Glebe Recreational Facilities - Bond Initiation

Mr. Kratovil moved to approve the Norborne Glebe Recreational Facilities bond request in the amount of $65,460.25. Mr. Hynes seconded the motion, and it passed unanimously.

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

2023-661: Open Container Waiver Request (Car Show) - Abolitionist Ale Works

Mr. George moved to approve the request and authorize the Mayor to sign the City's letter of support as presented to the WV Alcohol Beverage

Control Administration. Mr. Tester seconded the motion, and it passed unanimously.

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

2023-662: Resolution Augustine Avenue Trail Construction Agreement

Mr. Hynes moved to approve the Augustine Avenue Construction Agreement Resolution. Mr. Kratovil seconded the motion, and it passed unanimously.

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

2023-664: Discussion by Council outlining the City's position on the 340 Rock Project Road Closure and the potential of alternative detours.

The Council authorized and encouraged City staff to take the appropriate action to ensure that Charles Town residents are aware of the US-340 closure and the “official” detour route during closure.

2023-682: American Legion Parking Lot Lease Discussion

There were no objections to the City not renewing the American Legion parking lot lease, which consists of 16 metered parking spaces.

2023-683: First Reading Article 745 (change to 745.16A)

Ms. Philabaum moved to approve the first reading of Article 745 - Business and Occupation Tax, Mr. Kratovil seconded the motion. The Council agreed to amend section 745.16A, first sentence by replacing: **"...by super majority..."** with: **"...by vote of 2/3 majority of the Council..."**. The vote passed unanimously.

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

11. REFERRALS TO COMMITTEES/COMMISSIONS

2023-665: Referral to Planning Commission for clarification on the City's Ordinances for Open Space in mixed (SFH/TH) residential developments.

There were no objections to referring to the Planning Commission clarification on the City's Ordinances for Open Space in mixed residential development.

2023-666: Zoning Ordinance Update requiring residential developments that have a required commercial component to have the pad sites graded and utilities made available by a designated percentage of the project completion.

There were no objections to referring the Zoning Ordinance to the Planning Commission for clarification on the City's Ordinances requiring residential developments to have a required commercial component site graded with utilities available upon project completion.

12. APPROVAL OF BILLS

2023-684: Payment of Bills - August 7, 2023

Mr. Kratovil moved to approve the payment of the bills. Hearing no objections, Mayor Trainor declared the bills approved for payment.

13. ADJOURNMENT

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

14. INFORMATION ONLY - NEXT MEETING, MONDAY, AUGUST 21, 2023

2023-668: Historic Landmarks Commission - 2022-2023 Annual Report

2023-672: CTUB July 12, 2023, Regular Meeting Minutes

2023-674: Letter to the Jefferson County Administrator for the HEPMPO Municipal Nomination

2023-678: Letter in support of the VFW Outdoor Dining request

2023-692 Letter extending the Mayor's Joint CVB Selection Committee Report Requirements

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-716 Swear-In New City Clerk/Charles Town Board of Directors Chairman.

Swear-In New City Clerk.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-727: Go Purple Proclamation

Go Purple Proclamation

ATTACHMENTS:

- National Recovery Month Proclamation.pdf

National Recovery Month Proclamation

Whereas, behavioral health is an essential part of overall wellness and human dignity; and

Whereas, substance abuse and co-occurring mental disorders affect millions of Americans of all ages, races, and ethnic backgrounds, in all communities; and

Whereas, preventing and overcoming substance abuse and co-occurring mental disorders is critical to achieving healthy lifestyles, both physically and emotionally; and

Whereas, National Recovery Month, which began in 1989 as "Treatment Works! Month", is held every September to increase awareness and understanding of mental health and substance abuse disorders, to help people achieve and sustain long-term recovery, and to celebrate those in recovery for their strength and perseverance.

Now, Therefore, be it resolved that by virtue of the authority vested in me as Mayor of our City, I do hereby proclaim the month of September 2023 as:

National Recovery Month

in Charles Town, West Virginia and encourage our citizens, residents, and businesses to participate in associated activities.

In Witness Whereof, I have hereunto set my hand and caused the Seal of Charles Town, West Virginia to be affixed this twenty-first day of August, two thousand twenty-three.

Robert M. Trainor

John Nissel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-724: Finance Committee Report

Finance Committee Report

ATTACHMENTS:

- FinanceCommitteeReport_9Aug2023.pdf

City of Charles Town Finance Committee Report
9 August 2023 Meeting

Drafted by: Bob Trainor - Chairman

Call to Order ooa 10:00AM

1. **Persons present:** Finance Committee Members Ms. Julie Philabaum, Mr. Jeff Hynes, and Mr. Bob Trainor; Finance Consultant (Star-Chapman Group), Mr. Chris Longerbeam; and Community Development Director – Interim City Clerk, Ms. Alissa Meeks

2. Unfinished Business

2023-693: Signature Cards Update

The Committee Chairman and Interim City Clerk will meet with Bank of Charles Town representatives this week to expedite the updated signature cards for the City's Bank of Charles Town's account.

Recommendations to the City Council: None at this time, information only.

3. New Business

2023-694: Municipal Police Officer and Firefighters Retirement System (MPFRS)

The Committee reviewed the West Virginia Consolidated Public Retirement Board (CPRB) resolution (attachment (1)) for the City to elect that new full-time officers of the Charles Town Police Department (CTPD) join the MPFRS instead of the current Public Employees Retirement System (PERS II). This opportunity has been afforded to West Virginia municipal police departments for new officer hires and those officers currently covered through PERS II per Article 22A, Section 33a of West Virginia code (attachment (2)).

MPFRS is a more appropriate retirement plan for law enforcement and emergency services personnel. The City's contribution percentage will be less than PERS II (8.5% vice 9.0%), while the officer contribution percentage will be slightly higher (8.5% vice 6.0%). If approved, all newly hired CTPD officers will be automatically enrolled into MPFRS and those officers currently enrolled in PERS II will be given an opportunity to "buy-in" to MPFRS.

Recommendations to the City Council: Review and approve the Resolution.

4. Information Items

The next Finance Committee meeting is tentatively scheduled for 6 September 2023 at 10:00AM

5. Tabled Items

6. Pending Items

Signature Cards Update

7. The meeting was adjourned ooa 10:32AM

Attachment (1)

West Virginia
Consolidated Public Retirement Board (CPRB)
601 57th Street SE, Suite 5
Charleston, WV 25304
304-558-3570 or 800-654-4406
www.wvretirement.com

Municipal Police Officers and Firefighters Retirement System (MPFRS)

Municipal Police Officer Resolution

Resolution to Become a Participating Employer of the
West Virginia Municipal Police Officers and Firefighters Retirement System
For
MUNICIPAL POLICE OFFICERS

The following Resolution was duly made and lawfully passed by the majority vote of the governing city council of

(municipality) City of Charles Town, West Virginia

on the 21st day of August, 20 23.

BE IT RESOLVED that (municipality) City of Charles Town, West Virginia does hereby elect to join the Municipal Police Officers and Firefighters Retirement System pursuant to Chapter 8, Article 22A, Sections 28 and 33a of the West Virginia Code, and thereby will include all its municipal police officers who are eligible for membership in the Municipal Police Officers and Firefighters Retirement System. This municipality hereby agrees to pay its employer contributions and withhold applicable tax-deferred employee contributions monthly and remit same to the Municipal Police Officers and Firefighters Retirement System no later than fifteen (15) days following the end of each calendar month. This municipality understands that if contributions are delinquent, the employer will be required to pay the actuarial rate of interest lost, on the total employee and employer contributions per day, with a minimum charge of fifty dollars. This municipality further understands that once it becomes a participating employer of the Municipal Police Officers and Firefighters Retirement System, the municipality may not withdraw from participation in the retirement system without express statutory authority.

This Resolution shall become effective on the first day of the month following receipt of this Resolution with all other required documentation and following acceptance of this Resolution by the Consolidated Public Retirement Board.

It is the duty of the Mayor of each municipality electing to become a participating public employer in the Municipal Police Officers and Firefighters Retirement System to certify this Resolution to the West Virginia Consolidated Public Retirement Board within ten (10) days following the vote of its city council.

I, Robert M. Trainor, Mayor of (municipality) City of Charles Town, West Virginia do hereby certify that this Resolution and accompanying documentation are true and correct. Further, I acknowledge that I am aware of the provisions of Chapter 8, Article 22A of the West Virginia Code.

_____ (304) 724-3254
Signature of Mayor Phone Number

101 East Washington Street, Charles Town, WV 25414
Municipality Address

All municipalities MUST attach a copy of the minutes from the Board meeting that reflects the majority vote.

Note: Separate resolutions are required for municipal police officers and municipal paid professional firefighters.

View §8-22A-33A in new website

CHAPTER 8. MUNICIPAL CORPORATIONS.

ARTICLE 22A. WEST VIRGINIA MUNICIPAL POLICE OFFICERS AND FIREFIGHTERS RETIREMENT SYSTEM.

§8-22A-33a. Second special authorization for municipal police or firefighters hired after July 1, 2015.

(a) Notwithstanding any provision of this code to the contrary, any municipality or municipal subdivision that employs individuals as members of paid police departments or paid fire departments and whose current police officers or firefighters are participating in the Public Employees Retirement System may elect, as provided in same manner as provided in §8-22A-28(a) of this code, to become a participating public employer in the plan and thereby include its police officers and firefighters in the membership of the plan subject to the restrictions provided in this section.

(b) The municipality or municipal subdivision may elect to include only police officers or firefighters who have been hired on or after July 1, 2015, to become members of the plan. Police officers or firefighters hired before July 1, 2015, will remain members of the Public Employees Retirement System.

(c) The municipality or municipal subdivision must make its election on or prior to July 1, 2025.

(d) Once a municipality or municipal subdivision makes its election to become a participating public employer pursuant to this section, all police officers or firefighters hired by the municipality or municipal subdivision after the date of election shall be members of the plan: *Provided*, That police officers or firefighters hired by the municipality or municipal subdivision on or after July 1, 2015, who are members of the Public Employees Retirement System, may choose to become a member of the plan by notifying the municipality or municipal subdivision on a form provided by the Consolidated Public Retirement Board: *Provided, however*, That he or she make this decision within ninety days of the municipality or municipal subdivision's decision to participate in the plan. A municipality or municipal subdivision making an election to become a participating public employer pursuant to this section that has hired any police officer or firefighter on or after July 1, 2015, shall notify each police officer or firefighter hired on or after July 1, 2015, of its election to become a participating public employer within thirty days of making the election. This notice shall include instructions as to how a police officer or firefighter may make notification to the municipality or municipal subdivision of his or her decision to become a member in the plan. The municipality or municipal subdivision shall notify the Consolidated Public Retirement Board in writing of any police officer or firefighter hired after July 1, 2015, who has decided to become a member of the plan and terminate his or her membership in the Public Employees Retirement System within thirty days of notification by the police officer or firefighter on forms provided by the Consolidated Public Retirement System.

(e) Notwithstanding any other provision of the code to the contrary, any police officer or firefighter hired by a participating public employer on or after July 1, 2015, who chooses pursuant to this section to be a member of the plan, shall be a member of the plan upon acceptance by the Consolidated Public Retirement Board of the notification by the municipality required by this section.

(1) The Consolidated Public Retirement Board shall transfer assets and service credit earned on or after July 1, 2015, from the Public Employees Retirement System Trust Fund into the West Virginia Municipal Police Officers and Firefighters Retirement Fund for those police officers or firefighters who elect to be a member of the plan and were members in the Public Employees Retirement System no later than sixty days from receipt of notification by the municipality or municipal subdivision of the police officer or firefighter's election to become a member. The amount of service credit recognized by the plan for the transferring employees shall be the service credit transferred and recognized by the Public Employees Retirement System.

(2) The amount of assets to be transferred for each police officer or firefighter shall be computed as of the actuarial valuation date preceding the notification to the Consolidated Public Retirement Board by the municipality or municipal subdivision of the police officer or firefighter's election to become a member and updated with seven and one-half percent annual interest to the date of the actual asset transfer. For purposes of this section, the actuarial valuation date is the most recent actuarial valuation of the Public Employees Retirement System approved by the Consolidated Public Retirement Board. The market value of the assets of the transferring employees in the Public Employees Retirement System shall be determined as of the end of the month preceding the actual transfer. To determine the computation of the asset share to be transferred, the Consolidated Public Retirement Board shall:

(A) Compute the market value of the Public Employees Retirement System assets using the actuarial valuation date;

(B) Compute the actuarial accrued liabilities for all Public Employees Retirement System retirees, beneficiaries, disabled retirees and terminated inactive members using the actuarial valuation date:

(C) Compute the market value of active member assets in the Public Retirement System as of the actuarial valuation date by reducing the assets value under paragraph (A) of this subdivision by the inactive liabilities under paragraph (B) of this subdivision;

(D) Compute the actuarial accrued liability for all active Public Employees Retirement System members using the actuarial valuation date immediately preceding the computation date;

(E) Compute the funded percentage of the active members' actuarial accrued liabilities under the Public Employees Retirement System as of the actuarial valuation date by dividing the active members' market value of assets under paragraph (C) of this subdivision by the active members' actuarial accrued liabilities under paragraph (D) of this subsection;

(F) Compute the actuarial accrued liabilities under the Public Employees Retirement System as of the actuarial valuation date for active employees transferring to the plan;

(G) Determine the assets to be transferred from the Public Employees Retirement System to the plan by multiplying the active members' funded percentage determined under paragraph (E) of this subdivision by the transferring active members' actuarial accrued liabilities under the Public Employees Retirement System under paragraph (F) of this subdivision and adjusting the asset transfer amount by interest at seven and five-tenths percent for the period from the calculation date of July 1 through the first day of the month in which the asset transfer is to be completed.

(3) Any police officer or firefighter who elects to become a member of the plan must also pay to the plan a four percent contribution no later than June 30, 2027. The contribution shall be calculated as four percent of the member's total earnings for which assets are transferred, plus interest of seven and one-half percent accumulated from the date of the police officer's or firefighter's initial participation in the Public Employees Retirement System through the calculation date. Installment payments may be made over no more than a twenty-four month period plus seven and one-half percent interest shall accrue on the outstanding balance due from the calculation date until paid in full.

(4) Once an employee transfers from the Public Employees Retirement System to the plan, the Public Employees Retirement System shall bar any further liability and said transfer will constitute an agreement whereby the transferring employee forever indemnifies and holds harmless the Public Employees Retirement System from providing him or her any form of retirement benefit whatsoever until that employee obtains other employment which would make him or her eligible to reenter the Public Employees Retirement System with no credit whatsoever for the amounts transferred to the plan.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-738: Infrastructure Committee Report

Infrastructure Committee Report

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-739: Ordinance Committee Report

Ordinance Committee Report

ATTACHMENTS:

- Ordinance Meeting Minutes 8_9_23.pdf

City of Charles Town Ordinance Committee Report - August 9, 2023

Call to Order:
ooa 13:05

In Attendance: Rikki Twyford, Julie Philabaum, Kevin Tester, Priscilla Rodd
This meeting was conducted via Zoom

Agenda / Discussions:

Article 171 - Municipal Court
We reviewed the notes from a conversation with Jeni Sales about WV State Code and procedural standards already in place for Municipal Court Fee Collection.

Post-meeting follow-up: Phone calls to several other WV municipalities that incorporate community service as a means to pay off municipal violations. We will also follow-up with Jeni Sales and John Nissel about the feasibility of the proposed plan.

- ***Recommendation to City Council:***
    - *None at this time*

Adjournment:
13:55

Next Meeting:
Wednesday, August 23, 2023, at 4 pm, via Zoom.

2023-740: Parks and Recreation Board Report

Parks and Recreation Board Report

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-741: Personnel Committee Report

Personnel Committee Report

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-779: Police Statistic Report - July 2023

ATTACHMENTS:

- Police Stats - July.pdf

Charles Town Police Department
Monthly Stat Report

July 2023

911 Hangup	2
Abandoned Vehicle	2
Aggressive Animal	1
Alarm	27
Assault	
BOLO	1
Breaking and Entering	1
Breaking and Entering Veh	1
Building Check	13
Capias Recall by Court	11
Caplas Service	8
Citizen Assist	1
Civil Process	
Court/Bailiff Duty	3
Destruction of Property	2
Directed Patrol	138
Disabled Vehicle	7
Disturbance	33
Dog Locked in Vehicle	2
Domestic Battery	1
Drug Activity	5
DUI	4
EMS Assist	8
Fingerprinting	5
Fight	
Fire Assist	4
Fireworks Complaint	15
Follow Up	17
Found Property	4
FPO Violation	
Fraud	2
Funeral Escort	1
Hardcopy Check	4
Illegal Burn	1
Information	
Injured Animal	2
Intoxicated Person	1
Juvenile Complaint	4

Livestock Complaint	
Motorist Assist	1
MVA w/ Entrapment	1
MVA Hit and Run	5
MVA No Injury	13
MVA Into Structure	
MVA w/ Injury	4
Noise Complaint	1
Out of Car (Investigation/Meeting/Court)	6
Panhandling	1
Overdose	1
Overdose-Death	
Parking Complaint	5
Protection Order Service	
Public Assist (In Person Contact)	26
Public Service (Phone Contact)	73
Reckless Driver	3
Sexual Assault	2
Shooting	
Special Event/Detail	
Stolen Tag	1
Stolen Vehicle	2
Suspicious Activity	10
Suspicious Mail	
Suspicious Person	1
Suspicious Vehicle	6
Theft	2
Traffic Hazzard	9
Transport	1
Tree Down	1
Trespassing	1
Unattended Death	
Vehicle Fire	1
VIN Verification	1
Warrant Service	9
Welfare Check	24
Wires Down	1
Total calls of service	**543**

Assists/Back-Ups:				
	Ranson	12	Sheriffs Dept.	21
	Harpers Ferry		State Police	2
	Shepherdstown		Other (not including CTPD)	1
			Total Assists	**36**

	Male	Female	Caucasian	African American	Hispanic	Asian	Other/ Unknown	Total
Defendants:	18	8	18	6	1		1	**26**
Total Charges	35	28	50	9	2		2	**63**
Citations:								**231**
- Moving								**106**
- Nonmoving								**113**
- Criminal								**10**
- S Ticket (Parking)								**2**
Stops	109	84	148	19	16	6	4	**193**
Warnings:								**111**
Stops	62	49	85	11	7	4	4	**111**
Total	**189**	141	**251**	**36**	**24**	**10**	**9**	
Incident Report								**60**
Parking								
- Citations								**287**
-Warnings								**50**

Charles Town Police Department
Monthly Stat Report
Charges by Offense/Gender/Race

July 2023

	Male	Female	Caucasian	African American	Hispanic	Asian	Unknown
PART I OFFENSE							
Burglary (Daytime)							
Burglary (Nighttime)							
Grand Larceny							
Malicious Assault							
Malicious Wounding							
Attempted Murder 1st Degree							
Murder 1st Degree							
Petit Larceny	2	1	2		1		
Robbery - Attempted							
Robbery							
Robbery 2nd Degree							
Sexual Assault 1st Degree							
Shoplifting	1			1			
Shoplifting 2nd Offense							
Shoplifting 3rd Offense							
Strangulation							
TOTAL	3	1	2	1	1	0	0
PART II OFFENSE							
Assault	1		1				
Attempted Disarm of Police Officer							
Attempted Escape from Custody							
Battery							
Battery on Law Enforcement/EMS							
Brandishing a Deady Weapon							
Capias Served	4	4	7	1			
Child Abuse Resulting in Injury							
Child Neglect Creating Risk of Injury							
Conspiracy							
Conspiracy to Distribute Fentanyl							
Conspiracy to Distribute MDMA							
Conspiracy to Breaking and Entering							
Conspiracy to Possess w/Intent to Deliver Acid/LSD							
Contributing to the Deliquency of a Minor	1			1			
Criminal Invasion of Privacy							
Cultivation of Marijuana							
Deadly Weapon on School Property							
Delivery of Controlled Substance							
Destruction of Property	2		2				
Disorderly Conduct							
Disruption of School							
Distribution of Crack Cocaine							
Disturbing the Peace							
Domestic Assault							
Domestic Battery	1			1			
Domestic Battery 2nd Offense							
Domestic Battery 3rd Offense							
Driving Revoked for DUI		1	1				
Driving Revoked for DUI 2nd							
Driving Revoked for DUI 3rd							
Driving Revoked Non DUI Admin							
DUI	3	1	3				1
DUI 2nd							
DUI 3rd							
DUI Aggravated							
DUI Causing Bodily Injury							
DUI - Drugs							

Charles Town Police Department

Monthly Stat Report

Charges by Offense/Gender/Race

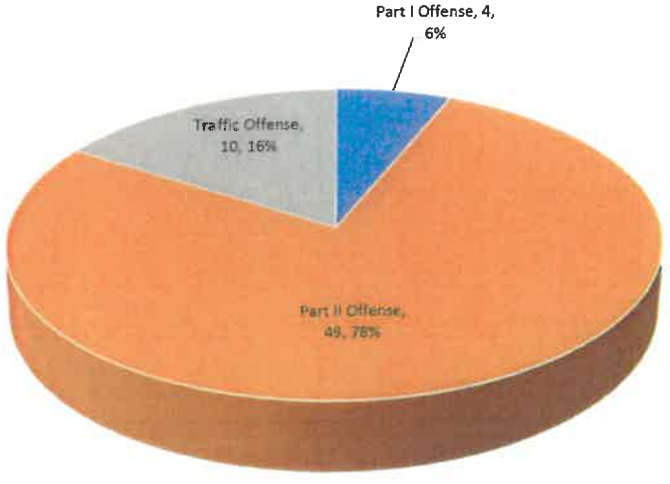
DUI - Drugs 2nd Offense							
DUI w/ Minor	1			1			
Entering w/out Breaking-Auto							
Failure to Register for Child Abuse Registry							
False Alarm of Fire							
False Reporting of an Emergency							
Felon in Possession of Firearm							
Financial Exploitation of the Elderly		1	1				
Fleeing from Officer							
Forgery		8	8				
FPO Violation							
Fraudulent Use of Access Device							
Fugitive From Justice							
Incest							
Indecent Exposure							
Interlock Violation							
Littering							
Non-Consensual Disclosure of Private Intimate Images							
Obstructing an Officer	1				1		
Obtain Money, Property, Services by False Pretense							
Open Container							
Open Container in Vehicle							
Phone Harassment							
Pimping							
Possession Deadly Weapon by Minor							
Possession of Alcohol Under 21							
Possession of Cocaine							
Possession of Controlled Substance							
Possession of Heroin							
Possession of Marijuana	2	2	3	1			
Possession of Morphine							
Possession of Oxycodone w/out Prescription							
Possession of Zanaflex w/out Prescription							
Possession w/ Intent to Deliver Alaprazolam							
Possession of Stolen Property							
Possession w/ Intent to Deliver Cocaine							
Possession w/ Intent to Deliver Marijuana	2			2			
Possession w/ Intent to Deliver Fentanyl							
Probation Violation							
Prohibited Person in Poss of Firearm							
Prostitution							
Prostitution 2nd Offense							
Providing Alcohol to Under 21							
Public Intoxication	3		3				
Reckless Driving	1						1
Resisting Arrest							
Sexual Abuse 1st Degree							
Sexual Assault 2nd Degree							
Threats of Terroristic Acts							
Transfer Receive Stolen Property	1		1				
Transport Stolen Property into WV	1		1				
Trespassing	1		1				
Underage Possession of Firearm (Federal Warrant)							
Uttering		7	7				
Wanton Endangerment							
TOTAL	**25**	**24**	**39**	**7**	**1**	**0**	**2**

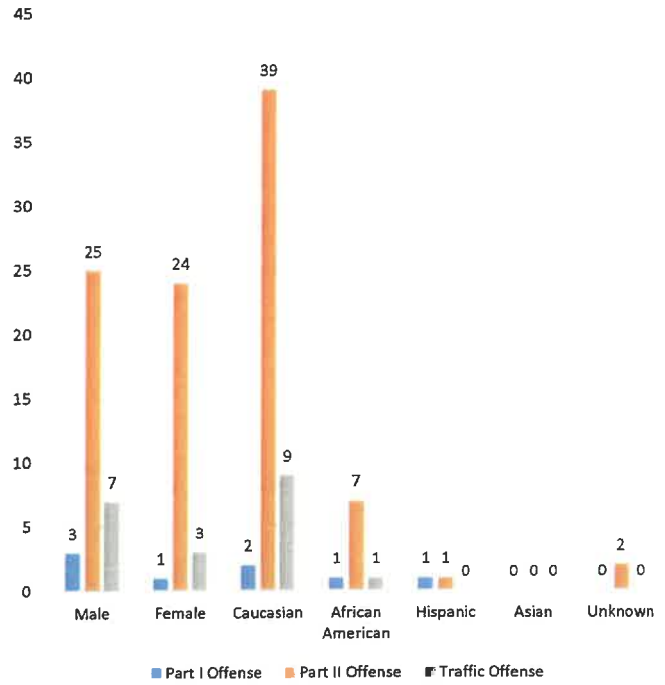
Charles Town Police Department

Monthly Stat Report

Charges by Offense/Gender/Race

TRAFFIC OFFENSE							
Cell Phone Violation							
Child Safety Restraint Violation							
Defective Equipment							
Driving Suspended	1	1	2				
Driving Suspended 2nd Offense							
Driving Suspended 3rd Offense							
Driving W/Out Headlights							
Exp/No MVI	1		1				
Expired/No Operators							
Expired/No Registration	1		1				
Fail to Keep Right	1		1				
Fail to Maintain Control	1		1				
Fail to Obey Traffic Signal		1	1				
Fail to Obtain WV Operators							
Fail to Report Accident							
Failure to Update Address on License							
Failure to Yield at Stop Sign							
Improper Backing							
Improper Registration							
Leaving the Scene of Accident							
Left of Center							
No Insurance/No Proof of Insurance	1	1	2				
No Motorcycle Endorsement							
No Operators							
No Seatbelt							
No White Bicycle Light							
Passing on Right							
Red Light Violation							
Speeding	1			1			
Striking Unattended Vehicle							
TOTAL	7	3	9	1	0	0	0
TOTAL CHARGES	**35**	**28**	**50**	**9**	**2**	**0**	**2**





Charles Town Police Department

Total Traffic Citation Report, by Violation

Violation	Description	Total
17A-3-16	Expired Registration	61
17A-9-2	No Or Expired Registration	7
17A-9-3	Improper Registration	1
17B-2-1	No Operators	2
17B-2-12	Expired Operators	1
17B-4-3(b)	Driving Revoked For DUI/2nd/3rd	1
17B-4-3a	Driving Suspended or Revoked	9
17B-4-4	Permitting No Operators	1
17C-12-5	Stop Sign Violation	1
17C-13-3	Parking Violation	2
17C-15-49	Seatbelts Required	3
17C-16-9	No Or Expired MVI	35
17C-3-4	Fail To Obey Traffic Control Device	5
17C-3-5	Fail To Obey Traffic Light	11
17C-4-4	Duty Upon Striking Unattended Vehicle	1
17C-5-2(e)	Basic DUI <.15	2
17C-5-2(k)	DUI W/Minor Under 16	1
17C-6-1(e)	Speeding 2nd Or 3rd Offenses	2
17C-6-1a	Failure To Maintain Control	4
17C-6-1b	Speeding	55
17C-7-11	Crossing Median	1
17D-2A-3	No Insurance	7
17D-2A-4	No Proof Of Insurance	7
CTPD171.07	Failure To Appear For Trial (CAPIAS)	6
CTPD349.15	Shortcutting Traffic Control Device	1
CTPD501.02(a)	Obstructing/False Information	1
CTPD521.06(a)	Public Intoxication	1
CTPD531.03	Possession Of Marijuana <15gms	1
ctpd521.06(a)(1)	Public Intoxication	1
Report Totals		**231**

Report Includes:
All dates of issue between `00:00:00 07/01/23` and `23:59:59 07/31/23`, All agencies matching `CTPD`, All issuing officers, All areas, All courts, All offense codes, All dispositions, All citation/warning types

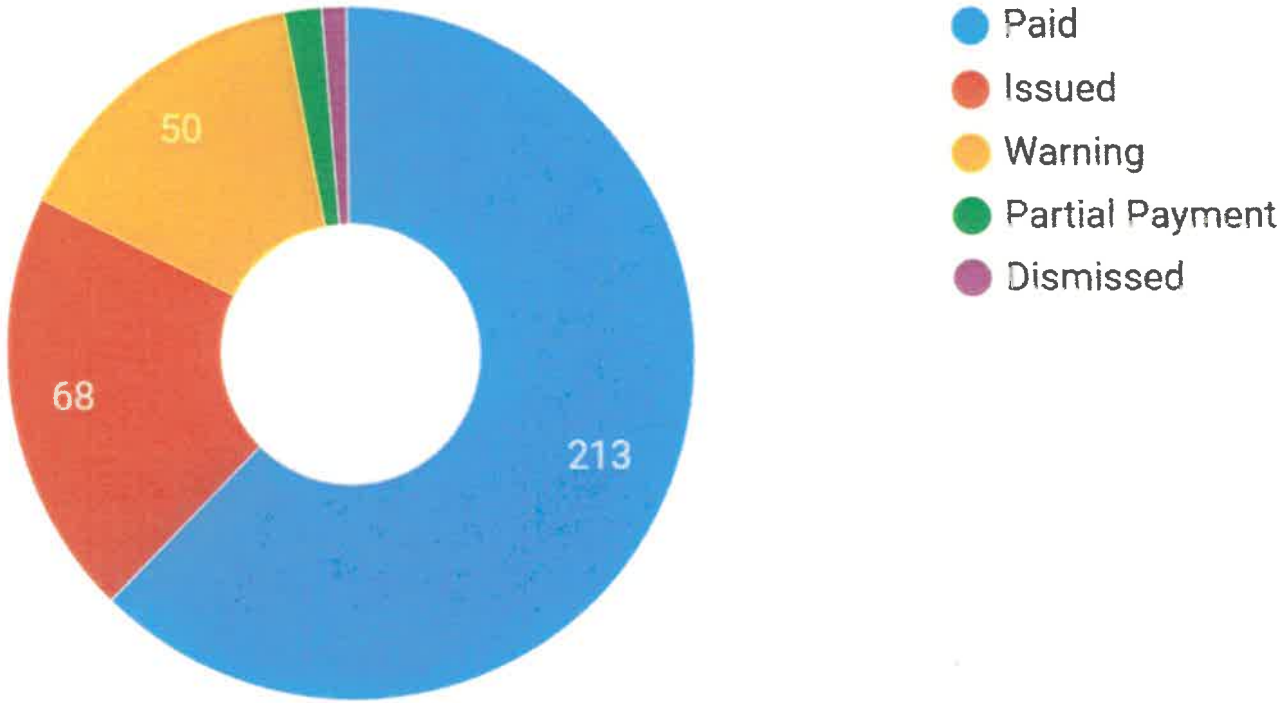
Charles Town Police Department

Total Traffic Warning Report, by Violation

Violation	Description	Total
17A-3-15	Improper Display Of Registration	14
17A-3-16	Expired Registration	9
17A-3-1a.(a)	Fail To Obtain WV Registration 30days	1
17A-9-2	No Or Expired Registration	7
17A-9-3	Improper Registration	1
17B-2-12	Expired Operators	1
17C-12-5	Stop Sign Violation	1
17C-14-15	Use Handheld Communication Device	2
17C-15-1	Unsafe-Improperly Equipped Vehicle	4
17C-15-36a	Sun-Screening Devices-Window Tint	1
17C-16-9	No Or Expired MVI	6
17C-3-4	Fail To Obey Traffic Control Device	13
17C-3-5	Fail To Obey Traffic Light	5
17C-4-5	Duty Upon Striking Highway Fixture	1
17C-6-1(a)	Too Fast For Conditions	1
17C-6-1a	Failure To Maintain Control	3
17C-6-1b	Speeding	33
17C-7-3	Improper Passing/Audible Signal	1
17C-7-6	Left of Center	1
17C-7-8	One Way And Traffic Island Violation	2
CTPD333.03	Hazardous Driving	1
CTPD545.10(b)	Fireworks Prohibited	3
	Report Totals:	**111**

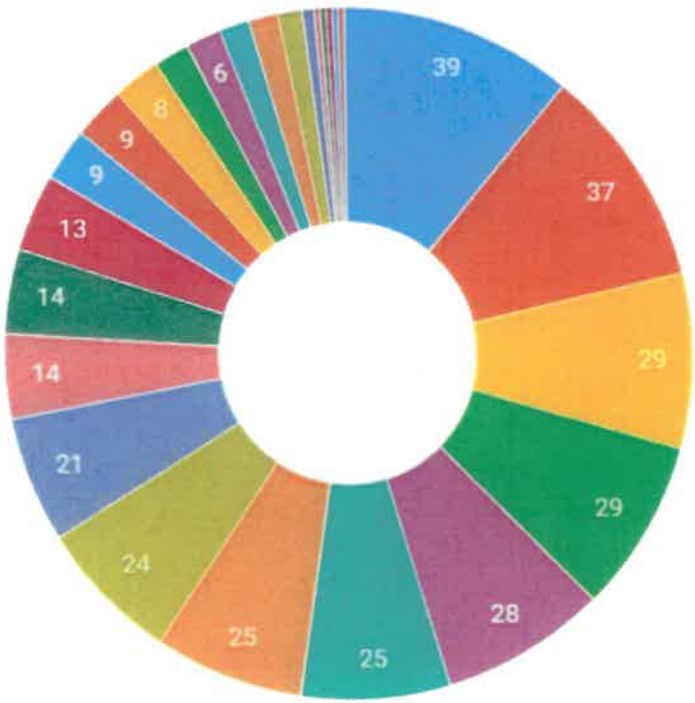
Report Includes:
All dates between `00:00:00 07/01/23` and `23:59:59 07/31/23`, All agencies matching `CTPD`, All issuing officers, All areas, All violations

City of Charles Town - Tickets By Status (Jul. 2023)



Data as of 8/21/2023 12:00:00 AM

City of Charles Town - Tickets By Location (Last 30 Days)

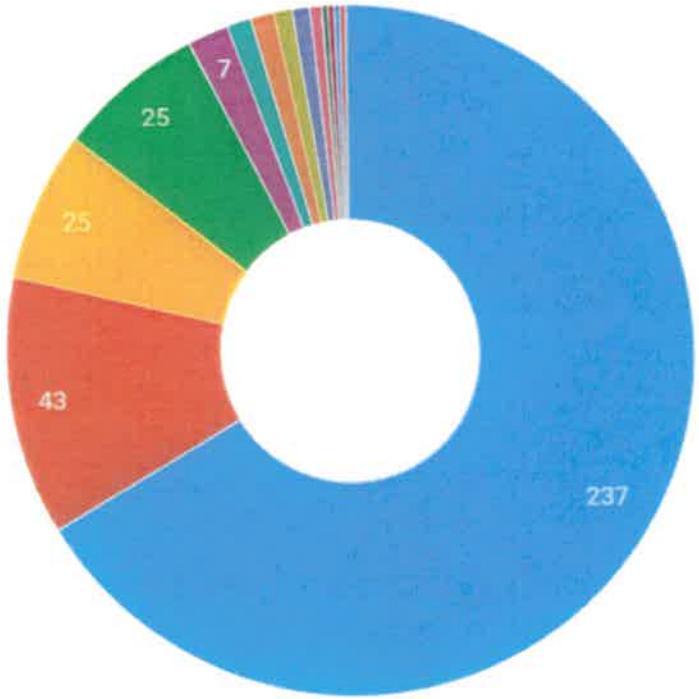


- 100 BLOCK NORTH CHARLES STREET
- 200 BLOCK NORTH GEORGE STREET
- 100 BLOCK WEST LIBERTY STREET
- 200 BLOCK WEST WASHINGTON STREET
- 100 BLOCK EAST LIBERTY STREET
- 100 BLOCK SOUTH CHARLES STREET
- LIBERTY STREET PARKING LOT
- 200 BLOCK WEST LIBERTY STREET
- 100 BLOCK WEST WASHINGTON STREET
- 100 BLOCK EAST WASHINGTON STREET
- CHARLES STREET PARKING LOT
- 100 BLOCK NORTH SAMUEL STREET
- 200 BLOCK NORTH CHARLES STREET
- 100 BLOCK EAST CONGRESS STREET
- 100 BLOCK SOUTH SAMUEL STREET
- 100 BLOCK NORTH LAWRENCE STREET

1/2

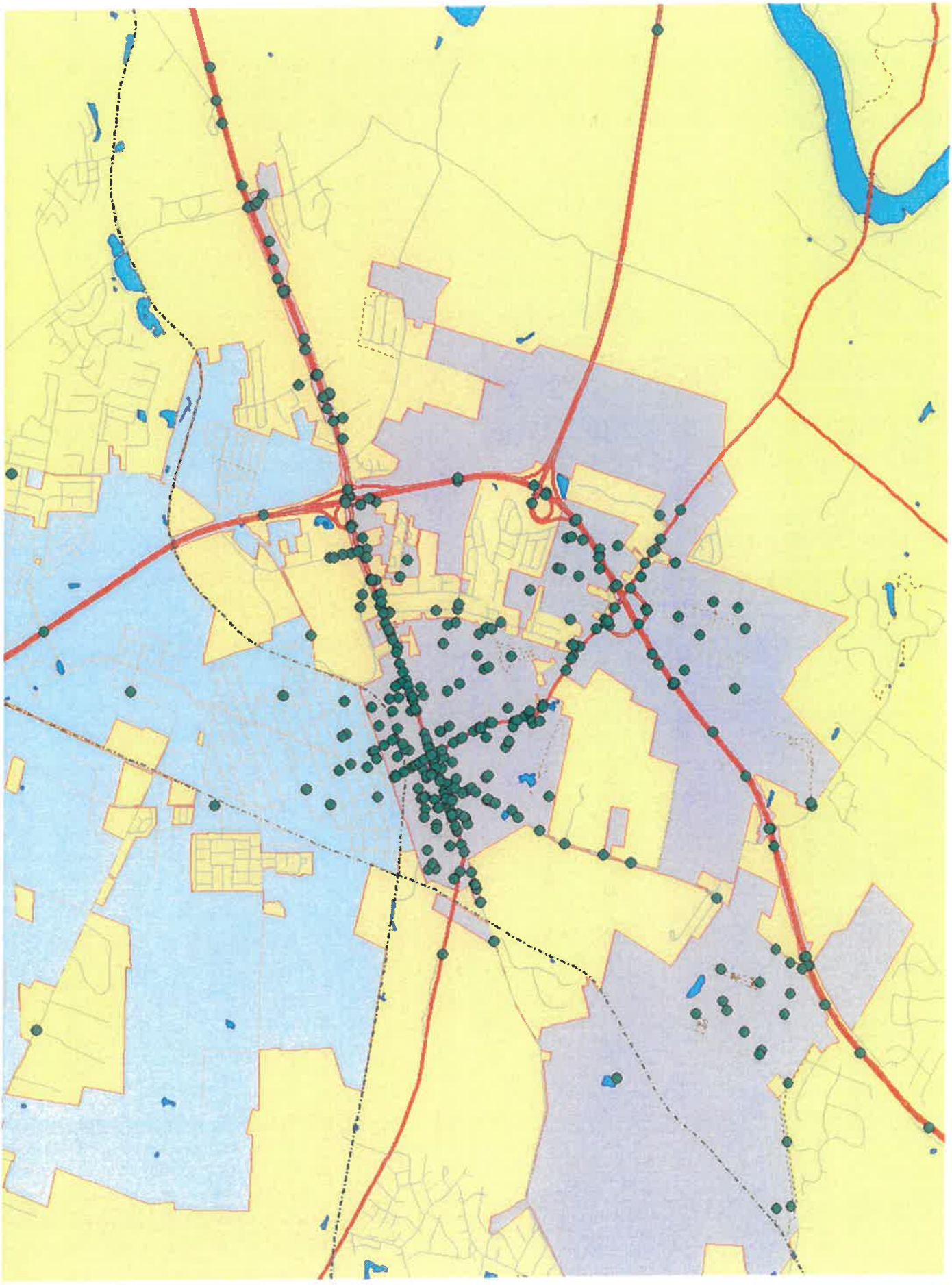
Data as of 8/21/2023 12:00:00 AM

City of Charles Town - Tickets By Violation (Last 30 Days)



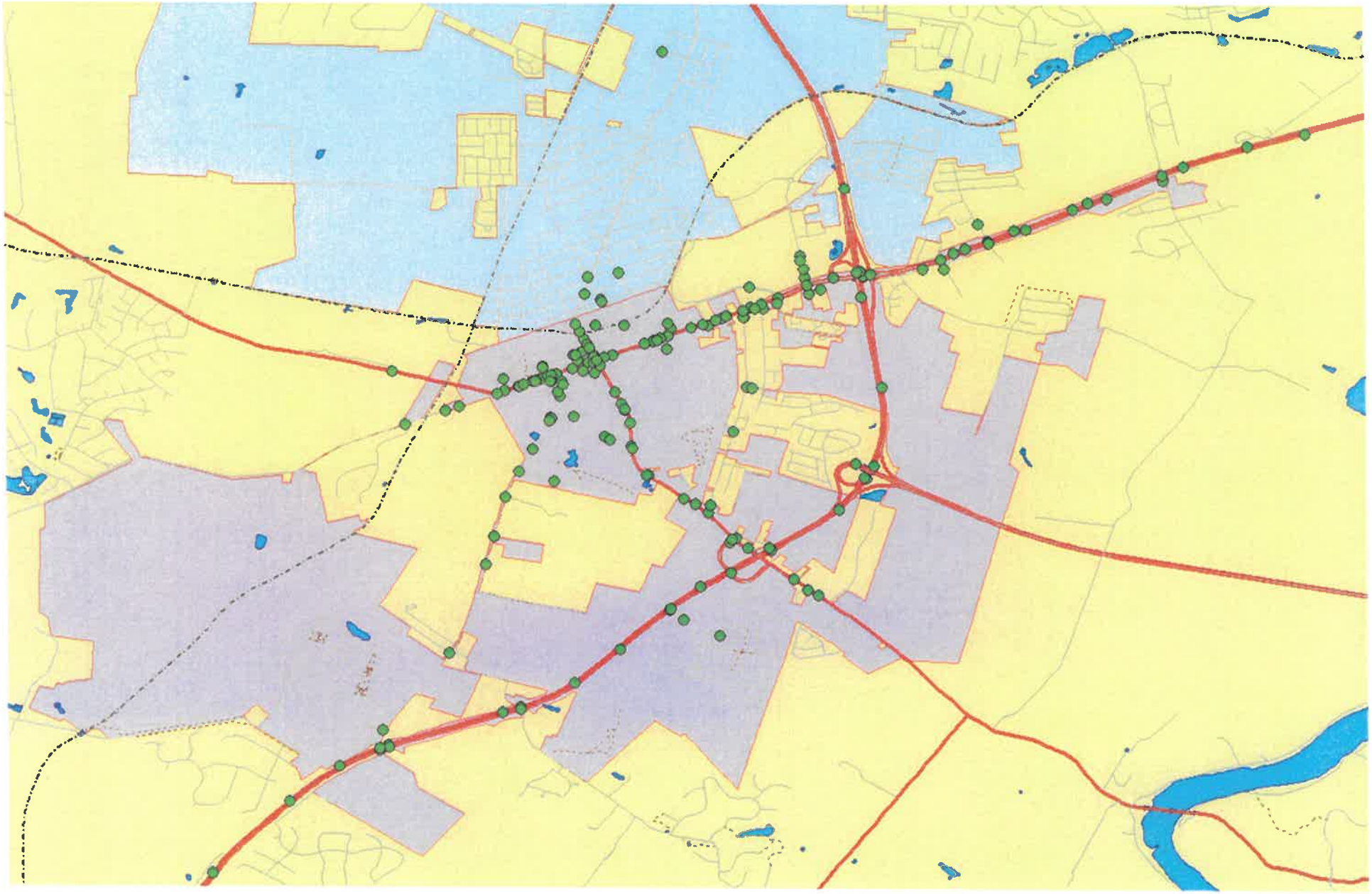
- Expired Meter
- Exceed 2 Hour Free Parking
- Accessible Parking Violation
- Permit Parking Only/Pay by App Violation (Liberty Street Lot)
- Yellow/Red Painted Curbs or Streets Violation
- Parking Permit Violation
- Improper Manner of Parking
- Designated No Parking Zone Violation
- Right wheel more than 18" from right curb
- Left wheel more than 18" from left (one-way) curb
- Parked on Sidewalk
- Parking between sidewalk and curb
- Blocking Public or Private Driveway
- Immobilization Device (Booting) Fee

Data as of 8/21/2023, 12:00:00 AM



July 2023 – All CTPD Calls

July 2023 – All CTPD Traffic Stops



City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-728: ARPA Check Presentations - Round II

ARPA Check Presentations

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-730: CTUB ARPA Resolution (Remove from Table)

CTUB ARPA Resolution

ATTACHMENTS:

- 230807 CTUB Trail Estimate - 6'.pdf
- 230807 CTUB Trail Estimate - 10'.pdf
- CTUB MEMO Trail request.pdf
- CTUB_ARPA_Trail_Resolution_Aug2023_Rev1_21Aug2023.docx
- CTUB_ARPA_Trail_Resolution_Aug2023_Rev2_10'Trail_21Aug2023.docx

Evitt's Run Trail segment (6' wide, 1,400 linear feet asphalt trail) CTUB performed

ITEM DESCRIPTION	***QUANTITY***	***UNIT***	***PRICE***	***PER UNIT***	***Estimate CTUB Project***
CLEARING AND GRUBBING	1	LS	$5,000.00	/LS	$5,000.00
MOBILIZATION	1	LS	$5,000.00	/LS	$5,000.00
UNCLASSIFIED EXCAVATION	850	CY	$44.75	/CY	$38,037.50
FABRIC FOR SEPARATION	1555	SY	$3.05	/SY	$4,742.75
CLEAN CULVERT		LF	$20.12	/LF	
AGGREGATE BASE COURSE, CLASS 1	160	CY	$70.00	/CY	$11,200.00
MARSHALL ASPHALT BASE CRSE, SG, TYPE II	160	TN	$150.00	/TN	$24,000.00
MARSHALL ASPHALT WEAR CRSE, SG, TYPE I	80	TN	$160.00	/TN	$12,800.00
SAWING EXISTING CONCRETE PAVING		LF	$5.00	/LF	
CLASS B CONCRETE		CY	$1,315.83	/CY	
18 INCH REINFORCED CONCRETE PIPE, CLASS 1		LF	$186.47	/LF	
24 INCH REINFORCED CONCRETE PIPE, CLASS 1		LF	$177.04	/LF	
15 INCH HIGH DENSITY POLYETHYLENE PIPE, PROFILE WA		LF	$106.60	/LF	
MODIFIED MANHOLE, TYPE 1		EA	$5,040.88	/EA	
CONCRETE SIDEWALK	2	SY	$150.92	/SY	$301.84
DETECTABLE WARNING SURFACE	3	EA	$718.12	/EA	$2,154.36
TRAFFIC CONTROL		LS	$12,600.00	/LS	
TRAFFIC CONTROL DEVICE		UN	$1.66	/UN	
CHANGEABLE MESSAGE SIGN		DA	$69.90	/DA	
WARNING LIGHTS, TYPE B		DA	$3.15	/DA	
CONSTRUCTION LAYOUT STAKE	1	LS	$1,000.00	/LS	$1,000.00
MINIMAL FIELD OFFICE		MO	$1,268.73	/MO	
BUILDING EQUIPMENT		LS	$4,800.00	/LS	
SILT FENCE	2800	LF	$4.35	/LF	$12,180.00
AGRICULTURAL LIMESTONE		TN	$38.37	/TN	
FERTILIZER, 10-20-10		TN	$726.92	/TN	
SEED MIXTURES, B, C-1, OR C-2		LB	$28.60	/LB	
SEED MIXTURE, D		LB	$37.15	/LB	
STRAW OR HAY MULCH		TN	$305.43	/TN	
2.00 LB CHANNEL POST		LF	$12.38	/LF	
RECTANGULAR RAPID FLASHING BEACON ASSEMBLY		EA	$21,803.00	/EA	
0.080 IN FLAT SHEET SIGN		SF	$24.46	/SF	
EDGE LINE, TYPE II - 4 IN., WHITE		LF	$0.78	/LF	
STOPE LINE, TYPE V - 12 IN.		LF	$18.40	/LF	
CROSSWALK LINE, TYPE V - 12IN X 6FT	50	LF	$18.50	/LF	$925.00
		CONSTRUCTION ESTIMATE SUB-TOTAL =			**$117,341.45**
		Contingency Total	15%		$134,942.67
		Design and permitting			$15,000.00
		Total Estimate			**$149,942.67**

Evitt's Run Trail segment (10' wide, 1,400 linear feet asphalt trail) CTUB performed

ITEM DESCRIPTION	***QUANTITY***	***UNIT***	***PRICE***	***PER UNIT***	***Estimate CTUB Project***
CLEARING AND GRUBBING	1	LS	$5,000.00	/LS	$5,000.00
MOBILIZATION	1	LS	$5,000.00	/LS	$5,000.00
UNCLASSIFIED EXCAVATION	950	CY	$44.75	/CY	$42,512.50
FABRIC FOR SEPARATION	1555	SY	$3.05	/SY	$4,742.75
CLEAN CULVERT		LF	$20.12	/LF	
AGGREGATE BASE COURSE, CLASS 1	260	CY	$70.00	/CY	$18,200.00
MARSHALL ASPHALT BASE CRSE, SG, TYPE II	260	TN	$150.00	/TN	$39,000.00
MARSHALL ASPHALT WEAR CRSE, SG, TYPE I	130	TN	$160.00	/TN	$20,800.00
SAWING EXISTING CONCRETE PAVING		LF	$5.00	/LF	
CLASS B CONCRETE		CY	$1,315.83	/CY	
18 INCH REINFORCED CONCRETE PIPE, CLASS 1		LF	$186.47	/LF	
24 INCH REINFORCED CONCRETE PIPE, CLASS 1		LF	$177.04	/LF	
15 INCH HIGH DENSITY POLYETHYLENE PIPE, PROFILE WA		LF	$106.60	/LF	
MODIFIED MANHOLE, TYPE 1		EA	$5,040.88	/EA	
CONCRETE SIDEWALK	2	SY	$150.92	/SY	$301.84
DETECTABLE WARNING SURFACE	3	EA	$718.12	/EA	$2,154.36
TRAFFIC CONTROL		LS	$12,600.00	/LS	
TRAFFIC CONTROL DEVICE		UN	$1.66	/UN	
CHANGEABLE MESSAGE SIGN		DA	$69.90	/DA	
WARNING LIGHTS, TYPE B		DA	$3.15	/DA	
CONSTRUCTION LAYOUT STAKE	1	LS	$1,000.00	/LS	$1,000.00
MINIMAL FIELD OFFICE		MO	$1,268.73	/MO	
BUILDING EQUIPMENT		LS	$4,800.00	/LS	
SILT FENCE	2800	LF	$4.35	/LF	$12,180.00
AGRICULTURAL LIMESTONE		TN	$38.37	/TN	
FERTILIZER, 10-20-10		TN	$726.92	/TN	
SEED MIXTURES, B, C-1, OR C-2		LB	$28.60	/LB	
SEED MIXTURE, D		LB	$37.15	/LB	
STRAW OR HAY MULCH		TN	$305.43	/TN	
2.00 LB CHANNEL POST		LF	$12.38	/LF	
RECTANGULAR RAPID FLASHING BEACON ASSEMBLY		EA	$21,803.00	/EA	
0.080 IN FLAT SHEET SIGN		SF	$24.46	/SF	
EDGE LINE, TYPE II - 4 IN., WHITE		LF	$0.78	/LF	
STOPE LINE, TYPE V - 12 IN.		LF	$18.40	/LF	
CROSSWALK LINE, TYPE V - 12IN X 6FT	50	LF	$18.50	/LF	$925.00
		CONSTRUCTION ESTIMATE SUB-TOTAL =			**$151,816.45**
		Contingency Total	15%		$174,588.92
		Design and permitting			$15,000.00
		Total Estimate			**$189,588.92**

Charles Town
Utility Board
661 S. George Street, Suite 101 Charles Town, WV 25414
Phone: (304) 725-2316 ♦ Fax: (304) 725-7150 ♦ Web: www.ctubwv.com

MEMORANDUM

To: **Charles Town City Council**

From: **Kristen Stolipher, Utility General Manager**

Date: **July 12, 2023**

Re: **Proposed Trail connector from Augustine Avenue to Washington Street along Evitt's Run**

The purpose of this memorandum is to summarize the request made by CTUB to the Charles Town City Council for supplemental funding for the 2022 Collection System Project to construct a trail connector from Augustine Avenue to Washington Street as shown on the attached exhibit. The trail will be constructed concurrently with the 2022 Collection System project. This project includes the construction of a linear sewage collector main that will run parallel with Evitt's Run which involves clearing of a heavily wooded area behind the Save-a-lot shopping center from Augustine Avenue to Washington Street. This effort makes it ideal for constructing a trail connector since a Contractor will be mobilized and can achieve efficiencies with construction of a trail system once the sewer line has been installed. The estimated cost of the sidewalk is $150,000. The following assumptions were made for the construction of the sidewalk:

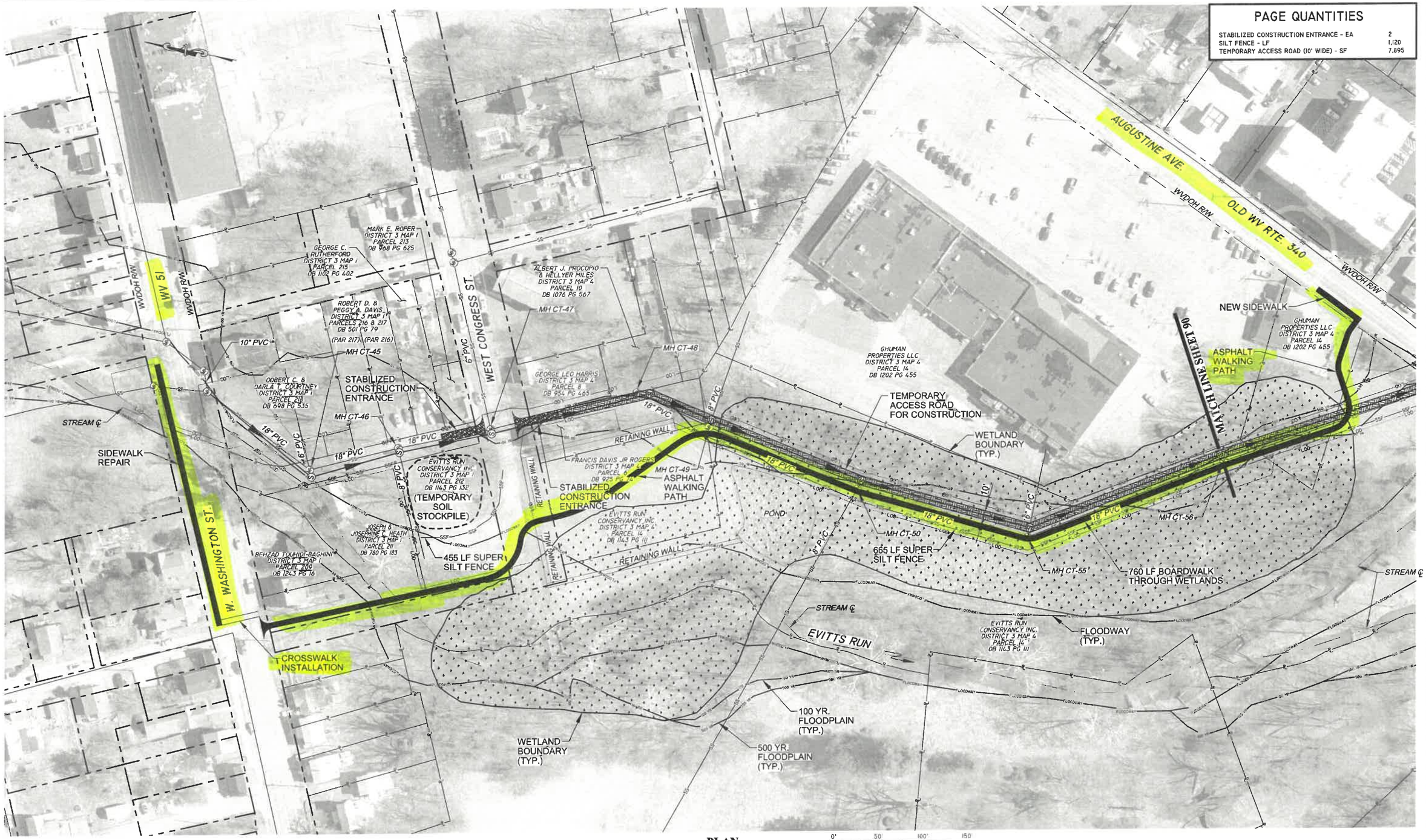
For a 1,400 LF walking trail that is 6' wide:

Mobilization - $5,000
E&S Controls - $5,000
Clearing and Grubbing - $7,500
Strip Topsoil - $10,000
Grading - $7,500
2" Pavement on 6" CR stone (8,400 SF @ $50/SY) – $47,500.

Including Contingencies, mark-ups, etc. the estimate is $150,000.

If the funding for this is approved, CTUB commits to engaging City Council, or designated committee, to participate in an initial scoping meeting as well as a 40% review of construction plans. In the alternative, if funding is not available, CTUB will move forward with the collection system project and stabilize the site upon completion of the project with no provisions for a trail connector.

CTUB has proposed the inclusion of a trail connector as part of the 2022 Collection System project as a mutually beneficial cooperation to achieve local funding in the project as well as accomplish pedestrian network goals that have been in the works for many years (attached City of Charles Town Comprehensive Plan Future Pedestrian Network Improvements and West End Trail Plan).



RK&K

P: 304.788.3370
159 Plaza Drive | Keyser, WV 26726
Engineers | Construction Managers | Planners | Scientists
www.rkk.com
Responsive People | Creative Solutions

PROJECT NO.	REVISIONS
19339.019	
DATE	
MAY 10, 2023	
DESIGNED RAD	
DRAWN RAS	
CHECKED JWC	

CHARLES TOWN UTILITY BOARD
661 S. GEORGE ST.
CHARLES TOWN, WV 25414

2022 COLLECTION SYSTEM PROJECT

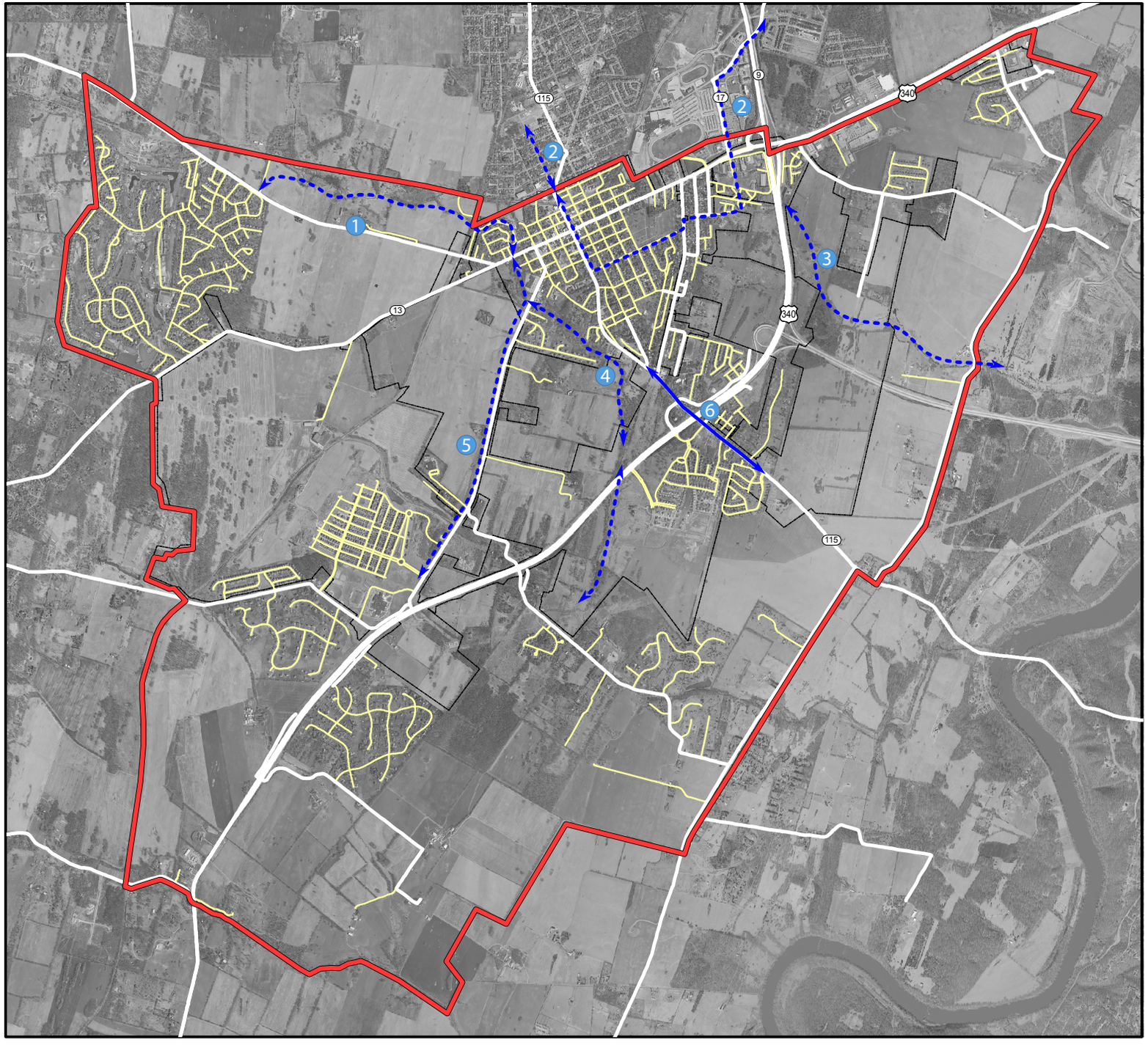
EVITTS RUN INTERCEPTOR IMPACT PLAN AND E&S PLAN SHEET 2 OF 2

SHEET NO. 91 OF 105

DRAWING NO. 8-5

\\AD.RKK.COM\FS\CLOUD\PROJECTS\2019\19339_CTUBONCALL\19339.019 2021 COLLECTION SYSTEM PROJECT\ACAD\DRAWINGS\091-EVITTS-RUN-PRO GRAVITY E&S PLAN.DWG

Future Bicycle and Pedestrian Network Improvements



Proposed Transportation Improvement

- New Bicycle & Pedestrian Path
- Complete Streets Improvements

Additional Map Elements

- State Road
- Local Road
- Urban Growth Boundary (UGB)
- City Boundary

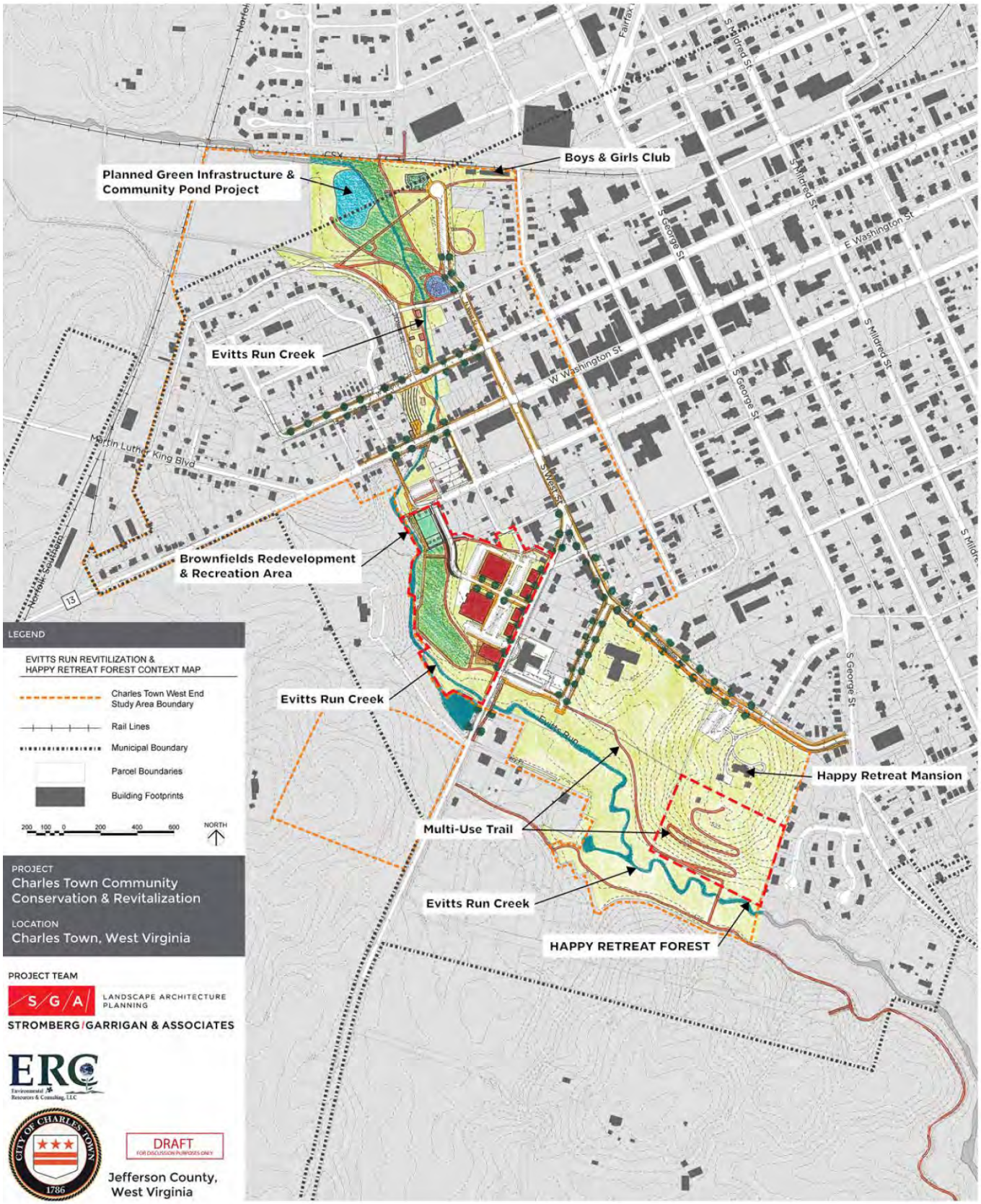
Improvement Description

1. Evitts Run Trail Connection to the West End as envisioned in the West End Master Plan
2. New connections to existing networks in Ranson and the Route 9 Bike Trail
3. Cattail Run Trail to expand recreational access to natural resources
4. Evitts Run Trail connecting Evitts Run Park and Willingham Knolls Park
5. Augustine Avenue multi-use path
6. Complete streets improvements on S. George Street from S. Samuel Street to Crosswinds Drive

0 0.5 1 2 Miles

N

Map created by the City of Charles Town Department of Community Development 2/1/2018


Planned Green Infrastructure & Community Pond Project
Boys & Girls Club
Evitts Run Creek
Brownfields Redevelopment & Recreation Area
Evitts Run Creek
Happy Retreat Mansion
Multi-Use Trail
Evitts Run Creek
HAPPY RETREAT FOREST
W Washington St
E Washington St
S George St
S Mildred St
Martin Luther King Blvd
Norfolk Southern
LEGEND
EVITTS RUN REVITILIZATION & HAPPY RETREAT FOREST CONTEXT MAP
Charles Town West End Study Area Boundary
Rail Lines
Municipal Boundary
Parcel Boundaries
Building Footprints
NORTH
PROJECT
Charles Town Community Conservation & Revitalization
LOCATION
Charles Town, West Virginia
PROJECT TEAM
S/G/A LANDSCAPE ARCHITECTURE PLANNING
STROMBERG/GARRIGAN & ASSOCIATES
ERC
DRAFT
Jefferson County, West Virginia

City of Charles Town

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

RESOLUTION

Charles Town Utility Board American Rescue Plan Act Funding Request

WHEREAS, the Charles Town Utility Board (CTUB) requested American Rescue Plan Act (ARPA) funding from the City of Charles Town, in the amount not to exceed $150,000 for the purpose of including a pedestrian trail into their 2023 Collection System Project; and

WHEREAS, as part of the CTUB 2023 Collection System is a linear gravity sewer line between Augustine Avenue and Washington Street running generally along Evitts Run, CTUB proposes the inclusion of a pedestrian trail, approximately 1,400 linear feet long and no less than 6 feet wide; and

WHEREAS, the City of Charles Town will benefit both economically and strategically by the inclusion of the pedestrian trail within CTUB's 2023 Collection System Project, contributing to the Mobility, Accessibility, and Connectivity goals as outlined in both the City's Strategic Plan and Walkability & Connectivity Study; and

WHEREAS, CTUB has committed to engage appropriate stakeholders in the design and permitting process to ensure there is cohesiveness with other existing and planned pedestrian trails in the vicinity of Augustine Avenue and Washington Street; and

WHEREAS, CTUB has applied for~~, and has the potential to receive~~ a Federal Congressional Directed Spending (CDS) grant for the project but was unsuccessful. ~~, which if awarded would likely supplement and reduce traditional loans and other current funding mechanisms for the Collection System Project; and~~

~~WHEREAS, in the event that the aforementioned CDS grant is awarded to CTUB and the construction of a pedestrian path is a permitted activity within the CDS grant, then CTUB and the City will jointly coordinate the amount of the $150,000 ARPA funding request to determine if any of the awarded funds are required to complete pedestrian path.~~

NOW, THEREFORE LET IT BE RESOLVED, the City of Charles Town hereby commits to awarding the Charles Town Utility Board, a portion of its American Rescue Plan Act funds, not to exceed $150,000, for the construction of a pedestrian path as defined herein.~~; and~~

~~NOW, THEREFORE LET IT BE FURTHER RESOLVED, the City's ARPA award will only be used when all other grants associated with the 2023 Collection System Project, for the purpose of the pedestrian path, have been exhausted.~~

Adopted the _____ day of _____, 2023.

Attest:

_____

Robert M. Trainor
Mayor

_____

~~Alissa Meeks~~ John Nissel
City Clerk

City of Charles Town

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

RESOLUTION

Charles Town Utility Board American Rescue Plan Act Funding Request

WHEREAS, the Charles Town Utility Board (CTUB) requested American Rescue Plan Act (ARPA) funding from the City of Charles Town, in the amount not to exceed $~~150,000~~ 190,000for the purpose of including a pedestrian trail into their 2023 Collection System Project; and

WHEREAS, as part of the CTUB 2023 Collection System is a linear gravity sewer line between Augustine Avenue and Washington Street running generally along Evitts Run, CTUB proposes the inclusion of a pedestrian trail, approximately 1,400 linear feet long and no less than ~~6~~ 10 feet wide; and

WHEREAS, the City of Charles Town will benefit both economically and strategically by the inclusion of the pedestrian trail within CTUB's 2023 Collection System Project, contributing to the Mobility, Accessibility, and Connectivity goals as outlined in both the City's Strategic Plan and Walkability & Connectivity Study; and

WHEREAS, CTUB has committed to engage appropriate stakeholders in the design and permitting process to ensure there is cohesiveness with other existing and planned pedestrian trails in the vicinity of Augustine Avenue and Washington Street; and

WHEREAS, CTUB has applied for, ~~and has the potential to receive~~ a Federal Congressional Directed Spending (CDS) grant for the project but was unsuccessful.~~, which if awarded would likely supplement and reduce traditional loans and other current funding mechanisms for the Collection System Project; and~~

~~WHEREAS, in the event that the aforementioned CDS grant is awarded to CTUB and the construction of a pedestrian path is a permitted activity within the CDS grant, then CTUB and the City will jointly coordinate the amount of the $150,000 ARPA funding request to determine if any of the awarded funds are required to complete pedestrian path.~~

NOW, THEREFORE LET IT BE RESOLVED, the City of Charles Town hereby commits to awarding the Charles Town Utility Board, a portion of its American Rescue Plan Act funds, not to exceed ~~$150,000~~ $190,00 for the construction of a pedestrian path as defined herein.~~; and~~

~~NOW, THEREFORE LET IT BE FURTHER RESOLVED, the City's ARPA award will only be used when all other grants associated with the 2023 Collection System Project, for the purpose of the pedestrian path, have been exhausted.~~

Adopted the _____ day of _____, 2023.

Attest:

_____
Robert M. Trainor
Mayor

_____
~~Alissa Meeks~~ John Nissel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-731: Rouse Hall Lease Addendum (Remove from Table) - Executive Session

Rouse Hall Lease Addendum

ATTACHMENTS:

- First Amendment to Rouss Hall Use Agreement(17165217.3 SJDOCS).docx
- Rouss_Hall_-_Jefferson_County_Arts_Council_and_Washington_Street_Artists.pdf

FIRST AMENDMENT
TO
AGREEMENT FOR THE USE OF ROUSS HALL PROPERTY

This FIRST AMENDMENT TO AGREEMENT FOR THE USE OF ROUSS HALL PROPERTY (this "First Amendment") is dated effective as of the ____ day of August, 2023, by and among the **City of Charles Town**, a political subdivision of the State of West Virginia (the "City"), the **Jefferson Arts Council**, a West Virginia non-profit corporation (the "JAC"), **Firehouse Gallery Ltd**, a West Virginia non-profit corporation formerly known as the Washington Street Artists' Cooperative ("Firehouse"), and the **Jefferson County Convention & Visitors Bureau**, a West Virginia non-profit corporation (the "CVB"). The City, the JAC, Firehouse, and the CVB are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the City, the JAC, and Firehouse are parties to that certain Agreement for the Use of Rouss Hall Property for the Mutual Benefit of the Jefferson County Arts Council, and the Washington Street Artists' Cooperative (WSAC) dated the 20th day of April, 2021 (the "Original Agreement");

WHEREAS, the CVB desires to use space within the Premises used by the JAC and Firehouse pursuant to the Original Agreement, and the JAC and Firehouse desire that such use be permitted; and

WHEREAS, the Parties now desire to amend the Original Agreement to expressly provide for such use as more particularly provided in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties hereto hereby agree as follows:

1. **Amendments**. The Parties agree the Original Agreement shall be, and hereby is, amended as follows, effective immediately:

a. The preamble of the Original Agreement is deleted in its entirety and the following text is substituted in lieu of the deleted text:

> This Agreement for the use of the city-owned Rouss Hall property is entered into this 20th day of April 2021 between and among the **City of Charles Town**, a political subdivision of the State of West Virginia (the "City"), the **Jefferson Arts Council**, a West Virginia non-profit corporation (the "JAC"), **Firehouse Gallery Ltd**, a West Virginia non-profit corporation formerly known as the Washington Street Artists' Cooperative ("Firehouse"), and the **Jefferson County Convention & Visitors Bureau**, a West Virginia non-profit corporation (the "CVB"). The JAC, Firehouse, and the CVB are sometimes referred to herein collectively as the "users" and each individually as a "user".

b. The fourth (4th) paragraph of the Original Agreement is deleted in its entirety and the following text is substituted in lieu of the deleted text:

WHEREAS, the users have expressed a willingness to collectively use the premises located on the first floor of 108 N. George Street ("Rouss Hall"), for nurturing arts and culture in the City and Jefferson County, and for promoting visitation and tourism to such areas, and as a venue for their group's governance activities.

c. The fifth (5th) paragraph of the Original Agreement is deleted in its entirety and the following text is substituted in lieu of the deleted text:

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, the City, the JAC, Firehouse, and the CVB agree as follows:

d. Section Two – Term of the Original Lease is deleted in its entirety and the following text is substituted in lieu of the deleted text:

SECTION TWO – TERM

The initial term of this agreement is for three (3) years beginning on April 20, 2021, and expiring on April 19, 2024. One or more of the users shall have the option to extend this agreement for one (1) additional term of one (1) year (April 20, 2024, through April 19, 2025) by providing to the City written notice of the exercise of such option at least sixty (60) days prior to expiration of the initial term; *provided that:*

(i) the option shall be in effect and may be exercised only if the users are not in default under this agreement either at the time of exercise or the commencement of the additional term; and

(ii) in the event the option is exercised by less than all of the users:

(A) the user or users that exercise the option shall be jointly and severally responsible for all obligations of all users under this agreement including, without limitation, payment of the total monthly rent and payment of $150 per month for utilities; and

(B) a management agreement, as contemplated under Section Four and revised and updated in light of the change in users, shall be provided to the City within sixty (60) days of the exercise of the option.

e. The first (1st) sentence of Section Three – Rental Rate of the Original Agreement is deleted in its entirety and the following text is substituted in lieu of the deleted text:

The total monthly rent for the space shall be $300 per month, with each of the JAC and Firehouse paying at least $150 per month.

The remainder of Section Three of the Original Agreement remains intact.

f. The first (1st) sentence of the first (1st) paragraph of Section Four – Use of Premises and Management Agreement of the Original Agreement is deleted in its entirety and the following text is substituted in lieu of the deleted text:

The premises are to be used for the purposes of promoting arts and humanities in the City and Jefferson County and promoting visitation and tourism to such areas.

The remainder of Section Four of the Original Agreement remains intact.

g. The second (2nd) sentence of Section Seven – Utilities of the Original Agreement is deleted in its entirety and the following text is substituted in lieu of the deleted text:

> Users shall contribute a total of $150 per month toward the payment of utilities with each of the JAC, Firehouse, and the CVB contributing at least $50 per month.

The remainder of Section Seven of the Original Agreement remains intact.

h. The second indented item in Section Seventeen – Notices of the Original Agreement (being the name and address for Washington Street Artists' Cooperative) is deleted in its entirety and the following text is substituted in lieu of the deleted text:

> **Firehouse Gallery Ltd:** President, Firehouse Gallery Ltd, P.O. Box 576, Charles Town, WV 25414;
>
> **Jefferson County Convention & Visitors Bureau:** 37 Washington Court, Harpers Ferry, WV 25425; and

The remainder of Section Seventeen of the Original Agreement remains intact.

2. **Management Agreement**. Within sixty (60) days of execution of this First Amendment by all of the Parties, the JAC, Firehouse, and the CVB shall prepare, execute, and deliver to the City a revised management agreement, as contemplated in the second (2nd) paragraph of Section Four – Use of Premises and Management Agreement of the Original Agreement, updated to reflect the addition of the CVB as a user of the premises.

3. **Conflict of Terms**. In the event of a conflict or inconsistency between the terms, covenants, conditions, and provisions of the Original Agreement and those of this First Amendment, the terms, covenants, conditions, and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

4. **Ratification**. Except to the extent amended hereby or inconsistent herewith, all of the terms, covenants, conditions, and provisions of the Original Agreement shall remain in full force and effect, and the Parties hereby acknowledge and confirm that the same are in full force and effect.

5. **Execution**. This First Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Facsimile or other electronic signatures shall be accepted by the Parties as originals.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective officers thereunto duly authorized, intending it effective as of the date first written above.

THE CITY OF CHARLES TOWN

Date: _____ By: _____

Its: _____

JEFFERSON ARTS COUNCIL

Date: _____ By: _____

Its: _____

FIREHOUSE GALLERY LTD

Date: _____ By: _____

Its: _____

JEFFERSON COUNTY CONVENTION & VISITORS BUREAU

Date: _____ By: _____

Its: _____

AGREEMENT FOR THE USE OF ROUSS HALL PROPERTY FOR THE MUTUAL BENEFIT OF THE JEFFERSON ARTS COUNCIL, AND THE WASHINGTON STREET ARTISTS COOPERATIVE (WSAC)

This Agreement for the use of the city-owned Rouss Hall property is entered into this 20th day April 2021 between and among the **City of Charles Town,** a political subdivision ofthe State of West Virginia (the "City"), the **Jefferson Arts Council,** a West Virginia non-profit corporation, and the **Washington Street Artists' Cooperative,** a West Virginia non-profit corporation.

WHEREAS, the Jefferson Arts Council is a non-profit 501(c)(3) organized in 1975, that exists to preserve, promote and focus opportunities in the Arts through exhibits, concerts, workshops, events, festivals and public art projects. It depends on membership dues, donations, grants and fund-raising events to support the cultural life in Jefferson County. We collaborate with other organizations to form cultural alliances to maximize effectiveness. The Jefferson Arts Council provides the "Teaching Arts Creatively" matching grant program to the Jefferson County Public School teachers and local artists to enrich and enhance the Arts experience with creative hands-on opportunities across the curriculum.

WHEREAS, the Washington Street Artists' Cooperative is a mutual benefit, non-profit corporation established in August 2011 and whose mission is to provide a space where regional artists and artisans can create, show, share, sell, and teach, thereby expanding interest in art in the community, and

WHEREAS, the parties named above have expressed a willingness to collectively use the premises located on the first floor of 108 N. George Street ("Rouss Hall"), for nurturing arts andculture in the City and Jefferson County and as a venue for their groups' governance activities.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, the City of Charles Town, the Jefferson Arts Council, the Washington Street Artists' Cooperative.

SECTION ONE - DESCRIPTION OF PREMISES

This agreement applies to the use of the first floor only space located at 108 N. George Street(Rouss Hall) in the City of Charles Town, Jefferson County, West Virginia.

SECTION TWO - TERM

The initial term of this agreement is for three years beginning on the date listed above and expiring on the three-year anniversary of said date, contingent upon the approval of the Charles Town City Council. The City may, upon giving ninety (90) days written notice prior to the end of the initial termand each year thereafter for a maximum of two additional years, if applicable, terminate or extend this agreement.

Each of the user parties may, upon giving ninety (90) days written notice prior to the end of theinitial term and each year thereafter, if applicable, terminate or extend this lease agreement as it applies to that party only.

SECTION THREE- RENTAL RATE

The total monthly rent for the space shall be $300 per month, with each participating user paying at least $150 per month. Rent is due on the first day of each month and a late fee of $25shall be assessed after the tenth (10) day of the month that the rent is still due and payable.

SECTION FOUR - USE OF PREMISES AND MANAGEMENT AGREEMENT

The premises are to be used for the purpose of promoting arts and humanities in the City and Jefferson County. All uses shall be restricted to such purposes and shall not be used for any otherpurpose without the prior, express, and written consent of the City.

The premises will be used cooperatively between all parties and users agree to develop a management agreement, signed by all users, that outlines the management responsibilities and expectations of each user. A management agreement signed by all users must be provided to theCity within sixty (60) days of a fully executed lease. The City may terminate this lease if a signed management agreement is not submitted within the allotted sixty (60) days. The management agreement must require that the space be staffed and open to public visitors/consumers at least 24 hours per week, which must include Friday and Saturday, require the regular submission of aggregated, economic development data to the city, and users agree to actively participate in all major, City-sponsored events located in the downtown area.

Each user will be responsible for their own displays, artwork, exhibits or other wares that areplaced within the premises.

SECTION FIVE - RESTRICTIONS ON USE

Notwithstanding the use of the premises as set forth above, users shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use maybe in furtherance of user's business purposes.

Users shall not keep, use or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

Users shall comply with all ordinances of the City of Charles Town, Jefferson County and theState of West Virginia including Health Department ordinances and regulations if applicable.

SECTION SIX - WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

User shall not allow any waste or nuisance on the premises or use or allow the premises to be used for any unlawful purpose. Users shall arrange for the cleaning of the first-floor space and the proper disposal of all debris no less than once a week.

SECTION SEVEN - UTILITIES

The City shall arrange and pay for utilities furnished to the premises for the term of this agreement as follows: electricity, gas, water, and sewer. Users shall contribute a total of $150 per month toward the payment of utilities with each user contributing at least $75 per month. Payment shallbe due and payable at the same time as the rent noted above in Section Three.

SECTION EIGHT - REPAIRS AND MAINTENANCE

The City shall remain responsible for all major repairs to the premises and their appurtenances and shall perform said repairs in a reasonable time after being given notice by the users of the need for repair.The users shall be responsible for all minor repairs to said premises and shall during the term of this agreement keep the premises in a good, safe, and sanitary condition and shall use all reasonable precautions to prevent waste, damage or injury to the premises. The users may paint the interior of the premises a neutral color that must be approved by the City in advance. A major repair is defined as any repair, which, including parts and labor at the prevailing rates, exceeds the sum of Two Hundred and Fifty Dollars ($250.00). The City shall be responsible for shoveling the sidewalk and leaving the same free and clear of ice and snow.

SECTION NINE - ENTRY OF PREMISES BY CITY

The City reserves the right to enter on the demised premises at reasonable times to inspectthem, perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the premises are located. Except for emergencies, the city will provide notice of 24 hours before entering.

SECTION TEN - SIGNS, AWNINGS, AND MARQUEES

Users shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the premises without the prior, express, and written consent of the City.

Users shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of the City, are offensive or otherwise objectionable. If user fails to remove such signs, displays, advertisements, or decorations within ten (10) days after receiving noticefrom the City to remove them, the City reserves the right to enter the premises and remove them.

SECTION ELEVEN- NONLIABILITY OF THE CITY FOR DAMAGES

The City shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by the users, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the premises during the term of this agreement or any extension of such term. All users shall indemnify the City from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature. Causes relating to the occupancy of the premises shall not include conditions known by the City to require major repairs, whether within the premises or the adjacent areas, including sidewalks.

SECTION TWELVE - LIABILITY INSURANCE

All users shall procure and maintain in force at its expense during the term of this agreement and any extension of such term, public liability insurance with insurers and through brokers approved by the City. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the premises, in a minimum amount of $1,000,000.00 for each person injured, $1,000,000.00 for any one accident and $1,000,000.00 for property damage. The insurance policies shall provide insurance coverage for contingent liability of the City on any claims or losses. Each user must submit a certificate of insurance with the City named as an additional insured at the coverage levels noted above. Users shall obtain a written objection from the user's insurers and shall notify the City in writing at least ten (10) business days prior to cancellation or refusal to renew any policy.

SECTION THIRTEEN - FIXTURES

All fixtures installed and paid for by the users in the premises shall be and remain the properties of the user and may be removed by the user at any time during the term of the agreement or at the expiration thereof. However, users shall remove those fixtures in such a manner as to limit the damage to the premises and shall repair any damage as a result of the removal.

SECTION FOURTEEN- PARKING

All users must adhere to the City of Charles Town parking ordinance, ARTICLE 365. Users may purchase a City ofCharles Town parking permit to use in designated lots or utilize street metered parking. Users mustpark in designated parking spaces and shall not park directly behind Rouss Hall, in the ally, or the United Bank parking lot.

SECTION FIFTEEN - ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this lease agreement.

SECTION SIXTEEN - MODIFICATION OF AGREEMENT

This agreement may be modified by written amendment after the date of the agreement. Any amendments to this agreement or additional obligations assumed by any party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION SEVENTEEN - NOTICES

All notices, demands, or other writings in this agreement provided to be given or made or sent, orwhich may be given or made or sent, by any party to the other, except as otherwise set forth herein, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

Jefferson Arts Council: President, Jefferson Arts Council, P.O. Box 2051,Shepherdstown WV 25443;

Washington Street Artists' Cooperative: President, Washington Street Artists' Cooperative, P.O. Box 576, Charles Town, WV 25414;

City: City Manager, City of Charles Town, P.O. Box 14, Charles Town, WV 25414.

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

In Witness Whereof, each party to this agreement has caused it to be executed:

The City of Charles Town

Robert M Traum Date 3 May 2021

Jefferson Arts Council

Peggy J Smith Date March 11, 2021

Washington Street Artists Co-Op

Kenneth Tamler Date March 23, 2021

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-732: Martin Luther King JR Boulevard/Summit Point Intersection Discussion (Remove from Table)

Martin Luther King JR Boulevard/Summit Point Intersection Discussion

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-710 Resolution - Agreement School Based Law Enforcement Officer

A Resolution to provide for the adoption, approval and implementation of an intergovernmental agreement between the City of Charles Town and the Jefferson County Board of Education with regard to a School Based Law Enforcement Officer Agreement.

ATTACHMENTS:

- Resolution School Based Law Enforcement Officer Agreement.pdf

AGREEMENT

School Based Law Enforcement Officer

AGREEMENT is made this the **4th day of August 2023**, by and between the JEFFERSON COUNTY BOARD OF EDUCATION and the CITY OF CHARLES TOWN as follows:

WITNESSETH:

WHEREAS the JEFFERSON COUNTY BOARD OF EDUCATION agrees to purchase from the CITY OF CHARLES TOWN and the CITY OF CHARLES TOWN agrees to provide for the JEFFERSON COUNTY BOARD OF EDUCATION a School Based Law Enforcement Officer at WASHINGTON HIGH SCHOOL consisting of one full time School Based Law Enforcement Officer, his or her vehicle, supplies and equipment and the JEFFERSON COUNTY BOARD OF EDUCATION agrees to reimburse the CITY OF CHARLES TOWN for its expenses in providing the said SCHOOL BASED LAW ENFORCEMENT OFFICER PROGRAM; and

WHEREAS the JEFFERSON COUNTY BOARD OF EDUCATION and the CITY OF CHARLES TOWN desire to set forth in this SCHOOL BASED LAW ENFORCEMENT OFFICER AGREEMENT the specific terms and conditions of the services to be performed and provided by the said School Based Law Enforcement Officer in the public schools of Jefferson County, West Virginia.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 **Goals and Objectives.** It is understood and agreed that the JEFFERSON COUNTY BOARD OF EDUCATION and CITY OF CHARLES TOWN officials share the following goals and objectives with regard to the SCHOOL BASED LAW ENFORCEMENT OFFICER PROGRAM in the schools:

1.1 Perform law enforcement functions within the school setting.

1.2 Identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.

1.3 Foster a better understanding of the law enforcement function, concepts and structure of law.

1.4 Develop a better appreciation of citizen's rights, obligations and responsibilities.

1.5 Provide information about crime prevention.

1.6 Provide assistance and support for crime victims identified with the school setting.

1.7 Promote positive relations between students and law enforcement officers.

1.8 Be familiar with confidentiality requirements.

1.9 Attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events, dances, concerts, etc.

2.0 **Employment and Assignment of School Resource Officers.** The CITY OF CHARLES TOWN agrees to employ one School Based Law Enforcement during the terms of this agreement. The School Based Law Enforcement Officer shall be an employee of the CITY OF CHARLES TOWN and shall be subject to the administration, supervision and control of the CITY OF CHARLES TOWN, except as such administration, supervision and control is subject to the terms and conditions of this agreement.

2.1 The CITY OF CHARLES TOWN agrees to provide and to pay the School Based Law Enforcement Officer's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the CITY OF CHARLES TOWN, including but not necessarily limited to sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, eye insurance, and medical/hospitalization insurance. The School Based Law Enforcement Officer shall be subject to all other personnel policies and practices of the CITY OF CHARLES TOWN except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.2 The CITY OF CHARLES TOWN, in its sole discretion, shall have the power and authority to hire, discharge and discipline the School Based Law Enforcement Officer. The CITY OF CHARLES TOWN shall hold the JEFFERSON COUNTY BOARD OF EDUCATION free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the School Based Law Enforcement Officer.

2.3 The School Based Law Enforcement Officer shall be assigned by the CITY OF CHARLES TOWN to Washington High School, however; may also provide School Based Law Enforcement services to other schools in the CITY OF CHARLES TOWN to include: Charles Town Middle School, Wright Denny Elementary School and the Alternative Learning School as needed.

2.4 In the event the School Based Law Enforcement Officer is absent from work, the School Based Law Enforcement Officer shall notify both his supervisor in the CITY OF CHARLES TOWN and the principal of the high school to which the School Based Law Enforcement Officer is assigned. The CITY OF CHARLES TOWN agrees to assign another officer when the School Based Law Enforcement Officer is scheduled for extended paid-time off during the school year.

3.0 **Duty Hours.** The maximum number of hours that a School Based Law Enforcement Officer shall be on duty in a work week shall be 40 hours. As previously noted, the officer is expected to attend select school functions and events as mutually agreed and any overtime or special duty hours resulting from this or other police duties shall be paid by the CITY OF CHARLES TOWN. Specific

School Based Law Enforcement Officer duty hours at Washington High School during the school year are generally 7:00 a.m. to 3:00 p.m. These hours may vary by mutual agreement between the principal of the high school and the Charles Town Chief of Police. The officer will return to city police duty during the summer months when school is not in session but shall attend school functions and events as requested by the superintendent and high school principal.

3.1 It is understood and agreed that time spent by School Based Law Enforcement Officer attending juvenile court and/or criminal cases arising from and/or out of their employment as a School Based Law Enforcement Officer or any specialized, school-related training shall be considered as hours worked under this agreement.

3.2 In the event of an emergency outside the school and the School Based Law Enforcement Officer is ordered by the CITY OF CHARLES TOWN to leave the school duty station during normal hours as described above and to perform other services for the CITY OF CHARLES TOWN, the time spent shall not be considered hours worked under this agreement.

4.0 Basic Qualifications of School Based Law Enforcement Officer. To be a School Based Law Enforcement Officer, an officer must first meet all of the following basic qualifications:

4.1 Shall be a sworn officer and should have two years of law enforcement experience;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

4.4 Shall possess even temperament and set a good example for students;

4.5 Shall possess communication skills which would enable the officer to function effectively within the school environment; and

4.6 Shall be physically and mentally fit to perform the duties of a law enforcement officer.

5.0 Duties of School Resource Officers. To protect lives and property for the citizens and public school students at the County schools listed in this agreement;

5.1 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;

5.2 To investigate criminal activity committed on or adjacent to school property;

5.3 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

5.4 To answer questions that students may have about West Virginia Criminal or juvenile laws;

5.5 To assist other law enforcement officers with outside investigations concerning students attending the school to which the School Based Law Enforcement Officer is assigned; and

5.6 To provide security for special school events or functions, such as PTA, meetings, alethic events, dances, concerts, at the request of the principal.

6.0 Chain of Command. As an employee of the CITY OF CHARLES TOWN, the School Based Law Enforcement Officer shall follow the chain of command as set forth in the CHARLES TOWN POLICE DEPARTMENT AND CITY OF CHARLES TOWN'S Policies and Procedure Manual.

6.1 In the performance of his or her duties, the School Based Law Enforcement Officer shall coordinate and communicate with the principal or the principal's designee of the school to which the officer is assigned.

7.0 Training/Briefing. The School Based Law Enforcement Officer shall be required by the CITY OF CHARLES TOWN to attend monthly training, in-service and briefing sessions. These sessions will be held at the direction of the City of Charles Town Chief of Police. Briefing sessions will be conducted to provide for the exchange of information between the department and the officer. The Superintendent of Jefferson County Schools or his/her designee shall have the right to attend the briefing sessions and to participate in the briefing of the officer.

7.1 Training Sessions will be conducted to provide the School Based Law Enforcement Officer with appropriate in-service training as updates in the law, in-service firearms training, and in-service less lethal weapons training. The JEFFERSON COUNTY BOARD OF EDUCATION also may provide training in Board of Education Policies, regulations and procedures. Any such training shall be counted toward the standard 40-hour work week.

8.0 Dress Code. The School Based Law Enforcement Officer shall be provided by the CITY OF CHARLES TOWN and required to wear a departmental issued uniform.

9.0 Supplies and Equipment. The CITY OF CHARLES TOWN agrees to provide the School Based Law Enforcement Officer with the following equipment:

9.1 Motor Vehicle. The CITY OF CHARLES TOWN shall provide a standard patrol vehicle for the School Based Law Enforcement Officer. In addition, the CITY OF CHARLES TOWN agrees to:

a. Maintain the vehicle assigned to School Based Law Enforcement Officer;

b. Pay for gasoline, oil, replacement tires and other expenses associated with the operation of said vehicle; and

c. Purchase and maintain comprehensive general auto liability insurance on said vehicle.

9.2 Weapons and ammunition. The CITY OF CHARLES TOWN agrees to provide the standard issue pistol and rounds of ammunition for each School Based Law Enforcement Officer.

9.3 Office Supplies. The CITY OF CHARLES TOWN agrees to provide the School Based Law Enforcement Officer with the usual and customary office supplies and forms required in the performance of their duties.

10.0 Transporting Students. It is agreed that the School Based Law Enforcement Officer shall not transport students in their assigned vehicle except:

a. When the students are victims of a crime, under arrest, or other emergency circumstances exist; and/or

b. When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

10.1 If circumstances require that the School Based Law Enforcement Officer transport a student, then the school officials must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

10.2 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the School Based Law Enforcement Officer may accompany a school official in transporting a student.

10.3 A student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The School Based Law Enforcement Officer shall not transport students in their personal vehicles.

10.4 School Based Law Enforcement Officer shall notify the school principal before removing a student from campus.

11.0 Investigation, Interrogation, Search and Arrest Procedures. The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are the same as those followed for members of the CHARLES TOWN POLICE DEPARTMENT.

11.1 Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the School Based Law Enforcement Officer shall assist school officials and

coordinate with the appropriate local law enforcement agency in the investigation of crimes that occur at bus stops and while students are walking to and from school.

12.0 Access to Education Records. School officials shall allow the School Based Law Enforcement Officer to inspect and copy any public records maintained by the school. However; law enforcement may not inspect and/or copy confidential student education records except in emergency situations.

12.1 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the School Based Law Enforcement Officer that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

12.2 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

13.0 Terms of Agreement. The initial term of this agreement is for the school year ending June 2024. A new agreement must be executed for each successive school year.

14.0 Consideration. For and in consideration of the CITY OF CHARLES TOWN providing the School Based Law Enforcement Officer Program as described herein, the JEFFERSON COUNTY BOARD OF EDUCATION agrees to pay the CITY OF CHARLES TOWN a sum of $60,000 per year payable at the start of each new school year. This amount may be pro-rated based upon the date the School Based Law Enforcement Officer is placed with the school.

14.1 To help fund the Program, the CITY OF CHARLES TOWN, THE CHARLES TOWN POLICE DEPARTMENT, AND THE JEFFERSON COUNTY BOARD OF EDUCATION mutually commit to applying for a Prevention Resource Officer grant that shall be split equally between both parties and used to off-set a portion of the costs. The portion of funds received by the JEFFERSON COUNTY BOARD OF EDUCATION will be reduced from the $60,000 annual payment. A reimbursement to the school district may be necessary based on the actual receipt of grant funds.

15.0 Insurance and Indemnification. The CITY OF CHARLES TOWN shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than one million dollars ($1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the agreement.

15.1 The CITY OF CHARLES TOWN agrees to hold the JEFFERSON COUNTY BOARD OF EDUCATION its agents and employees free, harmless, and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the School Based Law Enforcement Officer or School Based Law Enforcement Officer Program.

16.0 Evaluation. It is mutually agreed that the JEFFERSON COUNTY BOARD OF EDUCATION shall evaluate annually the School Based Law Enforcement Officer Program and the performance of the School Based Law Enforcement Officer of forms developed jointly by the parties. It is further understood that the JEFFERSON COUNTY BOARD OF EDUCATION'S evaluation of each officer is advisory only and that the CITY OF CHARLES TOWN retains the final authority to evaluate the performance of the School Based Law Enforcement Officer.

17.0 Notices. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows.

Dr. Chuck Bishop
Superintendent
Jefferson County Schools
110 Mordington Avenue
Charles Town, West Virginia 25414

Chief Christopher A. Kutcher
Charles Town Police Department
114 West Liberty Street
Charles Town, West Virginia 25414

18.0 Good Faith. The JEFFERSON COUNTY BOARD OF EDUCATION, the CITY OF CHARLES TOWN, their agents and employees agree to cooperate in a good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of Schools and the Chief of Police, or their designees.

19.0 Modification. This document constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by both parties to be changed.

20.0 Termination of Agreement. This agreement may be terminated by either party upon 45 days written notification that any other party has failed to substantially perform in accordance with the terms and conditions of this agreement. This agreement may be terminated without cause by either party upon 90 days written notification. Termination of this agreement may only be accomplished as provided herein. In the event this agreement is terminated, compensation will be made to the CITY OF CHARLES TOWN for all services performed to date of termination. The JEFFERSON COUNTY BOARD OF EDUCATION shall be entitled to a pro-rated refund for that period of time when the School Based Law Enforcement Officer services are not provided because of the termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this School Based Law Enforcement Officer Agreement to be executed the day and year first written above.

JEFFERSON COUNTY BOARD OF EDUCATION

By: _____
Superintendent

CITY OF CHARLES TOWN

By: _____
Mayor

CHARLES TOWN POLICE DEPARTMENT

By: _____
Chief of Police

A Resolution to Provide for the Adoption, Approval and Implementation of an Intergovernmental Agreement between the City of Charles Town, West Virginia, and the Jefferson County Board of Education, Each a Political Subdivision of the State of West Virginia, with Regard to a School Based Law Enforcement Officer Agreement.

Be it resolved by the City Council of the City of Charles Town, West Virginia:

That the City of Charles Town enter into an intergovernmental agreement with the Jefferson County Board of Education with regard to a School Based Law Enforcement Officer Agreement, a copy of which is attached hereto as Exhibit A and is made a part of this Resolution as if repeated verbatim herein.

In witness thereof, I, Robert Trainor, Mayor, have hereunto set my hand and caused the official seal of the City of Charles Town, West Virginia to be affixed on this 21st, day of August 2023.

City of Charles Town

_____

Robert Trainor, Mayor

Attest:

_____

John Nissel, City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-713 Resolution: WV Department of Transportation/Division of Highways Agreement

Resolution: WV Department of Transportation/Division of Highways Agreement - Construction portion

ATTACHMENTS:

- Resolution WV DOH TAP S George Street Sidewalk Construction.pdf

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Highways
1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Gregory L. Bailey, P.E.
Interim
State Highway Engineer

Jimmy Wriston, P.E.
Secretary of Transportation
Commissioner of Highways

June 21, 2023

Ms. Alissa Meeks
Director of Community Development
City of Charles Town
101 East Washington Street
Charles Town, West Virginia 25414

Dear Ms. Meeks:

The enclosed proposed agreement is for the Charles Town South George Street Pedestrian Improvements Transportation Alternatives (TA) project (State Project: U319-CHA/RL-3. 00) in Jefferson County. Please review the proposed agreement carefully as it will indicate the manner in which your project will be funded. If Sections A and B do not fully reflect the scope of work envisioned by your request, please make any changes you feel are appropriate and return the revised document for our consideration.

If this proposed agreement is acceptable, please sign all three originals, and return them to Mr. Kyle Oliver, West Virginia Division of Highways, Planning Division, Building 5, Room 740, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. *Do not date the front page, paragraph one*, as this date will be entered when the agreement is fully executed. Once the proposed agreement is fully executed, you will receive one original for your files.

In addition please submit a check payable to the West Virginia Division of Highways in the amount of $102,245.75 to cover the required sponsor's funding, along with your signed agreements. Should you have any questions, please contact Kyle Oliver, Project Manager with our Grant Administration Unit within the Planning Division, at (304) 205-6207 or by email at Kyle.J.Oliver@wv.gov.

Sincerely,

Jimmy Wriston, P.E.
Secretary of Transportation/
Commissioner of Highways

JW:Om

Enclosures

WEST VIRGINIA

DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

AGREEMENT

STATE PROJECT: U319-CHA/RL-3. 00

FEDERAL PROJECT: TAP-2022(113)D CONSTRUCTION

CHARLES TOWN SOUTH GEORGE STREET PEDESTRIAN IMPROVEMENTS

TRANSPORTATION ALTERNATIVES

JEFFERSON COUNTY

THIS AGREEMENT, executed in triplicate, made and entered into this _____ day of _____, 20_____, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, hereinafter called **"DEPARTMENT"** and **CITY OF CHARLES TOWN**, hereinafter called **"SPONSOR".**

WITNESSETH that,

WHEREAS, DEPARTMENT and **SPONSOR** have determined that a project for the construction of Americans with Disabilities Act (ADA) compliant sidewalk is an eligible

project for funding under the Transportation Alternatives (TA) as appropriated in the Infrastructure Investment and Jobs Act (IIJA); and

WHEREAS, DEPARTMENT desires to cooperate with **SPONSOR** in accomplishing the project; and

WHEREAS, SPONSOR was awarded a Transportation Alternatives Federal Fiscal Year 2022 grant award; and

WHEREAS, by Resolution bearing the date of the _____ day of_____, - 20_____, the **CHARLES TOWN CITY COUNCIL** directed the proper authorities to execute, acknowledge and deliver this Agreement, a copy of which Resolution is affixed hereto and made a part hereof;

NOW, THEREFORE, it is mutually agreed as follows:

A. That this is a construction only project. That **SPONSOR** shall provide to **DEPARTMENT** the following:

1. Entire design plans, specifications, and estimate (PS&E) package (and any other bid related documentation) and submit to the **DEPARTMENT** for review and approval. **DEPARTMENT** will submit to Federal Highway Administration (FHWA) for review and approval;

2. Construction documents that will include construction cost opinions for the project area upon the completion of the design development stage. The construction documents shall include existing conditions, demolition layout, grading, site utilities, drainage, and other applicable details for construction;
3. **DEPARTMENT** will perform the National Environmental Policy Act (NEPA) clearance;
4. **SPONSOR** will provide responses to technical questions from **DEPARTMENT** during the bidding process;
5. **DEPARTMENT** will bid the project and oversee construction inspection.

B. That **SPONSOR** shall submit such designs to **DEPARTMENT** for review and written approval prior to any construction. The **DEPARTMENT** will then advertise the project and enter into a contract with a qualified contractor for the construction of those project elements approved with the design plan, which may include:

1. Construction of approximately 1,105 linear feet of new, ADA-compliant sidewalk sidewalks along South George Street in the City of Charles Town; and
2. Installation of necessary drainage improvements as necessitated by the project.

The above-described scope of work for design is to hereafter be referred to as **"PROJECT".**

C. The total funding for the Construction Phase, including construction administration and oversight by **DEPARTMENT**, will be five hundred eleven thousand two hundred twenty-eight dollars and seventy-five cents ($511,228.75). Of this amount, four

hundred eight thousand nine hundred eighty-three dollars ($408,983.00) will come from federal funds at eighty percent (80%). The **SPONSOR** shall be responsible for the remaining twenty percent (20%) match of one hundred two thousand two hundred forty-five dollars and seventy-five cents ($102,245.75).

The **SPONSOR** will submit to **DEPARTMENT**, as the minimum match, a check payable to the West Virginia Division of Highways for the sum of one hundred two thousand two hundred forty-five dollars and seventy-five cents ($102,245.75). The check shall be submitted with the Agreement upon signature by **SPONSOR**.

SPONSOR will also be responsible, at the one hundred percent (100%) level, for any and all costs in excess of the total eligible project cost as set by this Agreement.

D. That **SPONSOR** shall provide for, or cause to be provided for, the future maintenance of **PROJECT** for a period of no less than ten (10) years once the work under this Agreement is completed. Further, it is acknowledged and agreed that all future maintenance of project elements constructed under this Agreement will be the sole responsibility of **SPONSOR**.

E. That the **DEPARTMENT** will be the lead agency and will charge the necessary labor, materials, and equipment necessary to complete the **PROJECT** directly to the federal authorization. It is also acknowledged and agreed that the funding for the

PROJECT is limited, and that project costs may not exceed the amount agreed upon in Item D of this Agreement without a Supplemental Agreement outlining the amount of funding to be added and the source of that funding.

F. That to assure budgetary constraints are observed, prior to advertising the **PROJECT** for construction, a meeting between the **DEPARTMENT** and **SPONSOR** will be conducted to determine the amount of **PROJECT** funding remaining in the account and to determine the work elements to be performed. Both **DEPARTMENT** and **SPONSOR** must agree, in writing, to the construction work elements to be performed prior to the **PROJECT** being advertised.

G. That no construction work elements have been designated to be performed by **SPONSOR**, at this time. If any construction work is to be performed by the **SPONSOR**, a Supplemental Agreement defining the work to be performed, the amount of funding to be reimbursed, and the method of reimbursement will be executed between **SPONSOR** and **DEPARTMENT**, and **DEPARTMENT** prior to beginning the work to be performed by **SPONSOR**.

H. That when using a contractor, **DEPARTMENT** will comply, and ensure compliance, with established provisions of the Federal Davis-Bacon Act Wage Codes.

I. That the following attachment(s) is incorporated herein and made a part of hereof as though fully set out herein: Attachment A-1 – "Transportation Alternatives General Clauses and Covenants (October 29, 2015)." **DEPARTMENT** and **FEDERAL HIGHWAY ADMINISTRATION** attachment guidelines shall apply if applicable.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

(signature) *(title)*

CITY OF CHARLES TOWN

(signature) *(title)*

(To be executed in triplicate)

Distribution:
City of Charles Town
Planning Division
Legal Division

APPROVED AS TO FORM ON
June 6, 2023
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION.
DIVISION OF HIGHWAYS
David A Ford

NUMBER: 2306046

TABLE 1.0 CHARLES TOWN SOUTH GEORGE STREET PEDESTRIAN IMPROVEMENTS
FUNDING BREAKDOWN
FFY 2022
STATE PROJECT: U319-CHA/RL-3. 00
FEDERAL PROJECT: TAP-2022(113) D (CONSTRUCTION)

FUNDING TYPE	FEDERAL FUNDS	SPONSOR MATCHING FUNDS	TOTAL FUNDING
CONSTRUCTION PHASE TAP-2022(113)D			
FFY 2022 TA Grant Award	$408,983.00	$102,245.75	$511,228.75
Total Project Construction Funds	$511,228.75		

Notes:

Sponsor shall submit a check in the amount of $102,245.75.

ATTACHMENT A-1

TRANSPORTATION ALTERNATIVES GRANT PROGRAM

GENERAL CLAUSES AND COVENANTS

(October 29, 2015)

1. The **SPONSOR,** by signature on the attached Agreement, confirms that it has: the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including meeting the responsible charge responsibilities) to manage federal assistance; funds sufficient to pay the non-Federal share of project costs and to ensure proper planning, management and completion of the project described in this Agreement.

2. The **SPONSOR** shall not begin work, or cause any work to begin, for which costs the **SPONSOR** intends to seek reimbursement, until such time that the **SPONSOR** receives written notice to proceed from the **DEPARTMENT.**

3. The **SPONSOR** is responsible for **PROJECT** oversight and inspection (i.e. have a person in responsible charge, defined as a full-time public employee who is accountable for a project. This person is expected to be able to perform the following duties and functions: Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects; maintains familiarity of day to day project operations, including project safety issues; makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements; visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project; reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation and is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff

at all stages of the project) including materials procurement and control during any and all phases of construction, as well as for obtaining all necessary permits. **SPONSOR** shall provide and maintain competent and adequate supervision at the construction site to ensure that the completed work conforms with the **DEPARTMENT** approved plans and specifications and shall furnish progress reports and/or such other information as may be required by **DEPARTMENT** as well as maintaining/retaining project documentation concerning vendor selection, material acquisition, consultant procurement and contractor selection.

4. The **SPONSOR** shall indemnify and hold harmless the **DEPARTMENT**, its officers and employees from any and all suits, claims, liability, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any other obligation, including but not limited to attorney's fees and costs of investigations, arising out of or in any manner connected with the work performed by the **SPONSOR**, its agents, employees or contractors, under this Agreement, during or any time after such work is being or has been performed, including (without limitation) liability involving bodily injury, death, property damage or any violation or alleged violation of any Federal, State or local law or regulation, except for any liability or damages due to the willful or intentional unlawful acts or the negligence of the **DEPARTMENT** or its employees.

5. The **SPONSOR**, unless otherwise noted in the attached agreement, shall erect a sign, made of a durable material, at least four foot by eight foot (4' x 8') in size, at the site of the **PROJECT** where it can be viewed by persons in the area of the **PROJECT**. It will, at minimum, contain the following information in letters clearly legible:

(NAME OF PROJECT)

This project includes funding from the Federal Highway Administration's Transportation Alternatives Program administered by the West Virginia Department of Transportation, Division of Highways

Transportation Alternatives Funds

$_____

Such sign is to be placed at the site immediately following the **SPONSOR'S** receipt of notice to proceed for construction and remain at the site until the **PROJECT'S** final inspection by the **DEPARTMENT**.

6. The **SPONSOR** shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, either personal or organizational conflict of interest, or personal gain.

7. The **SPONSOR** shall comply with and ensure compliance with all Federal Statutes relating to the Anti-Lobbying Requirement, Pub. L. 101-121, Section 319, 31 U.S.C. § 1352, that prohibits the recipient, or any lower tier subrecipients, of a Federal contract, grant, loan or cooperative Agreement from expending Federal funds to pay any person for influencing or attempting to influence a Federal agency or the Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan or the entering into of any cooperative Agreement.

8. The **SPONSOR** agrees to establish a proper accounting system in accordance with generally accepted accounting standards or agency directives, and shall be responsible for insuring that its consultant(s) and/or contractor(s)/subcontractor(s) maintain all books, document papers, records, supporting cost proposals, accounting records, employees time cards, payroll

records and other evidence pertaining to costs incurred in the **PROJECT** and is to make such materials available at all reasonable times during the contract period and for four (4) years after the date of **DEPARTMENT'S** closing of the project, for inspection and/or audit by **DEPARTMENT**, Federal Highway Administration, or any other authorized representative of either the State or Federal government.

9. The **SPONSOR**, unless otherwise noted in the attached Agreement, agrees to begin the **PROJECT** within nine (9) months of, and complete said **PROJECT** within two (2) years after, the date the Notice to Proceed is issued by the **DEPARTMENT.** Failure to meet this deadline, without good and acceptable cause, may cancel the **DEPARTMENT'S** participation in said **PROJECT**, at the sole discretion of **DEPARTMENT,** and any remaining funds may be forfeited by the **SPONSOR**; repayment of the **PROJECT'S** Federal share may also be required. It is the express responsibility of the **SPONSOR** to inform the **DEPARTMENT**, in an expeditious manner, if any condition(s) arise which may result in this deadline not being met.

10. The **SPONSOR** acknowledges that construction contracts are required to be advertised and awarded to the lowest responsible and responsive bidder through the competitive bidding process, while consulting services are to be chosen by solicitation of letter of qualifications, interview of candidate, and selection based on qualification, rather than price per the **DEPARTMENT'S** consultant selection procedures. Any usage of a **SPONSOR'S** consultant's selection process or deviation from these processes requires prior written approval by **DEPARTMENT**. In addition, the **SPONSOR** acknowledges and agrees that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" and 49 CFR 29.

11. The **SPONSOR** must retain a copy of all newspaper advertisements for requests for proposals for consultant and/or contractor/subcontractor bids, and a copy of all proposals and bids received for consideration. The documents must be kept on file by the **SPONSOR** pending Final Audit by **DEPARTMENT**. In addition, copies of these documents shall be provided to **DEPARTMENT** as generated as part of the **DEPARTMENT'S** project record.

12. The **SPONSOR** must retain a copy of the contract for the consultant(s) and/or contractor(s)/subcontractor(s) chosen. To ensure compliance with requirements, all bid documents and request for proposal/consultant documents must be kept on file by the **SPONSOR** pending Final Audit by the **DEPARTMENT.** In addition, copies of these documents shall be provided to the **DEPARTMENT** as generated as part of the **DEPARTMENT'S** project record.

13. The **SPONSOR,** if it is a non-Federal entity and has received seven hundred fifty thousand dollars ($750,000) or more in Federal funds in the prior fiscal year, shall furnish to the **DEPARTMENT** a single or program-specific audit conducted for that year in accordance with the provisions of the Office of Management and Budget Circular No. A-133.

14. The **SPONSOR** shall notify the **DEPARTMENT**, at least thirty (30) days in advance, of any ceremonies or "ribbon-cutting" celebrations commemorating the **PROJECT.**

15. The **SPONSOR** shall recognize both the **DEPARTMENT** and the Federal Highway Administration in all press releases, announcements, brochures, websites and/or literature concerning the **PROJECT.**

16. **SPONSOR** shall ensure that:

a. No person, on the grounds of age, race, religion, color, sex, national origin, or disability shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the use of said **PROJECT**.

b. Discrimination against the public shall not be practiced in accommodations operated within the area of use.

c. The property shall be used in compliance with all other requirements imposed by the **DEPARTMENT** pursuant to Title 49, CFR, Part 21, including amendments.

17. The **SPONSOR** shall comply, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s), with the provisions of the West Virginia Prevailing Wage Code regarding labor standards for Federally assisted construction, the Copeland "Anti-Kickback" Act (40 U.S.C. § 276C and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), "Equal Employment Opportunity" Executive Orders 11246 and 11375 and 41 CFR 60, the Drug Free Workplace Act of 1988, the "Buy American" requirements concerning the purchase of steel for Federally funded projects (23 CFR 635.410 (b), Worker Visibility Regulations that require that all persons working within the right-of-way of a Federal Aid Highway wear highly visible safety apparel that meets the Performance Class 2 or 3 requirements of ANSI/ISEA 107-204 publication entitled, "American National Standard for High-Visibility Safety Apparel and Headwear," and if applicable Davis-Bacon Act Wage Codes (40 U.S.C. §§ 276a to 276a-7).

18. The **SPONSOR** shall notify and shall furnish **PROJECT** plans to utilities known to have facilities within the **PROJECT** limits and/or affected by the **PROJECT**; and shall arrange for any necessary relocation or adjustment of affected utilities.

19. The **SPONSOR** shall ensure that all property and/or right-of-way necessary to construct this **PROJECT** shall be acquired in accordance with all applicable Federal and State laws, policies and procedures, which include but are not limited to Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

20. The **SPONSOR** shall comply with, and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all Federal statutes, executive orders, rules, and regulations regarding the "Americans With Disabilities Act," 28 CFR 35 and 29 CFR 1830 and with the "General Prohibitions Against Discrimination," 28 CFR 35 and all other regulations under Title II of "The Americans With Disabilities Act" which are applicable.

21. The **SPONSOR** shall comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) which requires recipients in a special flood hazard area to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

22. It is the policy of the **DEPARTMENT** that Disadvantaged and Women-owned Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

23. The **DEPARTMENT** shall review the **PROJECT'S** applicability to both Federal Highway Administration and State requirements for a Federally funded project and if the **PROJECT** qualifies, will complete the appropriate documents for compliance with the National Environmental Policy Act (NEPA).

24. The **SPONSOR** shall adhere to all existing agreements with State and Federal resource agencies that relate to National Environmental Policy Act (NEPA) compliance. Any special provisions and/or mitigation measures will be strictly followed and monitoring may be required.

25. The **SPONSOR** shall be responsible for any additional documentation, actions, or permits necessary for compliance with the NEPA and the 106 process, which include but are not limited to documentation, actions, or permits involving: historic and archaeological surveys, 4(f) statements, noise assessment and abatement, air quality impact assessment and abatement, water quality impact assessment and abatement, hazardous waste/underground toxic assessment and abatement, navigable stream impact assessment and mitigation, wetland impact assessment and mitigation, endangered species impact assessment and mitigation, wild and scenic river impact assessment and mitigation, and/or any other environmental, cultural, or natural impact statement and mitigation as applicable.

26. The **SPONSOR**, in consultation with the **DEPARTMENT**, shall secure all necessary approvals, permits and licenses from all other governmental agencies as may be required to complete the **PROJECT**. This obligation shall include the responsibility for the preparation or revision of environmental impact statements, environmental assessments, environmental reports or other documents required by law and/or environmental litigation; and the defense of environmental litigation resulting from the planning, design and/or construction of the **PROJECT**. At the **DEPARTMENT'S** request, the **SPONSOR** shall furnish to the **DEPARTMENT**, prior to advertising and letting **PROJECT**, evidence of the approvals, permits, licenses and approved environmental documents.

27. The **SPONSOR** shall comply with and ensure compliance by its consultant(s) and contractor(s)/subcontractor(s) with, all applicable standards, executive orders or regulations, if applicable, issued pursuant to the Clean Air Act (42

U.S.C. §§ 7401 et. seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et. seq.), and the Energy Policy and Conservation Act (Pub. L. 94-163).

28. The **SPONSOR** shall administer all contracts/subcontracts and be responsible for insuring that all work shall be performed and purchases made in a manner satisfactory to the **DEPARTMENT** and in accordance with the established practices and procedures of the **DEPARTMENT**, and all Federal and State laws, rules, regulations, executives orders, policies and procedures which include, but are not limited to, those included in the Transportation Alternatives Program Application Package, the Federal Aid Policy Guide 23 CFR 633A and entitled "PART 633 – REQUIRED CONTRACT PROVISIONS", and the Rules and Regulations of the West Virginia Department of Transportation, Division of Highways, Series I Section 8 entitled Procurement Procedures for Negotiated Contracts, as applicable.

29. The **SPONSOR** acknowledges and agrees that the **DEPARTMENT** and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for governmental purpose(s):

    a) the copyright of any work developed under this grant, subgrant or contract under this grant or subgrant; and

    b) any rights of copyright to which a grantee, subgrantee, consultant, or contractor acquires or purchases ownership with support from this grant.

30. The **DEPARTMENT** shall bear one hundred percent (100%) of all administrative costs incurred by the **DEPARTMENT**, such as reviewing and processing invoices from the **SPONSOR**.

31. The **SPONSOR** acknowledges and agrees that the future sale, lease, transfer of title or modification in use of any property either purchased with, or receiving improvements funded through, this Agreement and occurring within the specified maintenance term requires prior approval by the **DEPARTMENT** and/or the Federal Highway Administration and could require repayment, by the **SPONSOR**, of Federal funds involved.

32. The **SPONSOR** acknowledges and agrees that failure to adhere to and comply with, and ensure compliance by its consultant(s), contractor(s) and subcontractor(s) with any item in the attached Project Agreement may result in the repayment, by the **SPONSOR**, of any and all Federal funds expended on the project. It will be at the sole discretion of the Federal Highway Administration and/or the **DEPARTMENT** to determine if the violation warrants repayment and the amount to be repaid. Prior to any obligation of repayment, the **SPONSOR** shall be provided with a written notice of any alleged violation and allowed a reasonable opportunity to cure said violation.

33. By entering into this Agreement the **SPONSOR** assures and certifies, with respect to this **PROJECT**, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this project. Performance under this Agreement shall be governed by and in compliance with the following requirements as applicable to the type of organization of the **SPONSOR**. The applicable provisions to the Agreement include but are not limited to the following:

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Prohibition Against Use of Local Hiring Preferences (FHWA-1273 - Sec 1-6)		**635.117(b)**		**Yes**	**Yes**	**No**
Prohibition Against the Use of Convict Labor (FHWA-1273 - Sec 1-6)	**23 USC 114(b)**	**23CFR 635.117(a)**		**Yes**	**Yes****	**No**
Nondiscrimination (FHWA-1273 - Sec II)	**23USC 140, 23 USC 324, 49 USC 322, 42 USC 12101-12213, 42 USC 3601-3619**	**23 CFR 200, 23 CFR 230D, 23 CFR 635.17 28 CFR 35 29 CFR 1630 41 CFR 60 49 CFR 21, 23 28 CFR 50.3 49 CFR 25**	***The Civil Rights Act of 1964, Title VI *The Age Discrimination and Employment Act of 1967 *The Age Discrimination of 1975 *The American Disabilities Act of 1990**	**Yes**	**Yes**	**Yes**
Non-segregated Facilities (FHWA-1273 - Sec III)		**23 CFR 633A 41 CFR 60.1.8**	**Title VI**	**Yes**	**Yes**	**Yes**
Payment of Predetermined	**23 USC 113,**	**23 CFR 635, 309(f),**	**Davis-Bacon Act Copeland**	**Yes**	******	******

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Minimum Wage (FHWA-1273 - Sec IV)	**40 USC 276 (a) & (c)**	**29 CFR 1, 3, 5**	**Anti-Kickback Act**			
Statements and Payrolls (FHWA-1273 - Sec V)	**40 USC 276 (a) & (c), 18 USC 874**	**23 CFR 635.118 29 CFR 3, 5**	**Davis-Bacon Act Copeland Anti-Kickback Act**	**Yes**	**	**
Record of Material, Supplies and Labor (FHWA 47) (FHWA-1273 - Sec VI)		**23 CFR 635.126**		**Yes	**No**	**No**
Subletting or Assigning the Contract (FHWA-1273 - Sec VII)		**23 CFR 635.116**		**Yes**	**No**	**No**
Safety: Accident Prevention (OSHA compliance) (FHWA-1273 - Sec VIII)	**40 USC 333**	**23 CFR 635.108 29 CFR 1926**	**OSHA**	**Yes**	**Yes**	**Yes**
False Statements Concerning Highway Projects (FHWA-1273 - Sec IX)	**18 USC 1020**	**23 CFR 633A, 23 CFR 635.119**		**Yes**	**Yes**	**Yes**
Implementation of the Clean Air Act and Federal Water	**33 USC 1251 42 USC**	**23 CFR 633A**		**Yes**	**Yes**	**Yes**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Pollution Control Act (FHWA-1273 - Sec X)	**1857**	**40 CFR 15**				
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (FHWA-1273 - Sec X1)		**23 CFR 635.112(g) 49 CFR 29**		**Yes**	**Yes**	**Yes**
Certification Regarding the Use of Contract Funds for Lobbying (FHWA-1273 - Sec X11)	**49 USC 322A**	**23 CFR 635.112(g) 49 CFR 20 49 CFR 29**		**Yes**	**Yes**	**Yes**
Appalachian Contract Employment Preference	**40 USC Appendix 201**	**23 CFR 633B**	**Appalachian Regional Development Act**	**	**	**
Buy America	**STAA Section 165 ISTEA Section 1041(a) & 1048(b)**	**23 CFR 635.410**		**Yes**	**Yes**	****Yes**
Disadvantaged Business Enterprise	**23 USC 140(b)**	**23 CFR 200 & 230B, C, D 49 CFR Part 26 (DBE) 49 CFR Part**		****Yes**	****Yes**	****Yes**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
		21 (Title V1)				
Indian Preference on Federal-aid Projects (Labor & Employment)	**23 USC 140 42 USC 2000e-2i**	**23 CFR 635.117**		**	**	**
Non-Collusion Certification	**23 USC 112**	**23 CFR 635.112(f)**		**Yes**	**Yes**	**No**
On-the-Job Training	**23 USC 140(a) & (b)**	**23 CFR 230A**		**Yes**	**	**
Standardized Changed Conditions Contract Clauses	**23 USC 112(e)**	**23 CFR 635.109**		**Yes**	**Yes**	**No**
Drug - Free Workplace		**49 CFR 29**		**	**	**
Publicly Owned Equipment		**23 CFR 635.106**	**OMB Circular A-87**	**Yes**	**Yes**	**No**
Contractor Purchased Equipment for State Ownership	**23 USC 302**	**23 CFR 140 49 CFR Part 18 49 CFR Section 18.3**		**Yes**	**Yes**	**No**
Equipment Rental Rates		**48 CFR Part 31**	**OMB Circular A-87 FAPG NS 23**	**Yes**	**Yes**	**No**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
			CFR 635.120			
Foreign Contractor and Supplier Restriction		**49 CFR 30**		**Yes**	**Yes**	**No**
Prohibition Against Convict Produced Materials	**23 USC 114(b) (2)**	**23 CFR 635.417**		**Yes**	**	**No**
Patented / Proprietary Products	**23 USC 112**	**23 CFR 635.411**		**Yes**	**Yes**	**No**
State Preference	**23 USC 112**	**23 CFR 635.409**		**Yes**	**Yes**	**No**
State Owned / Furnished/ Designated Materials	**23 USC 112**	**23 CFR 635.407**		**Yes**	**Yes**	**No**
Public Agencies in Competition with the Private Sector	**23 USC 112**	**23 CFR 635.112(e)**		**Yes**	**Yes**	**No**
Salvage Credits		**49 CFR 18.36**		**Yes**	**Yes**	**No**
Warranty		**23 CFR 635.413**		**Yes**	**No**	**No**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Alternate Bids		**23 CFR 635.411(b)**		**Yes**	**No**	**No**
Incentive / Disincentive Clauses		**23 CFR 635.127(d,f)**		**Yes**	**No**	**No**
Standard Specifications and Plans		**23 CFR 630B**		**Yes**	**No**	**No**
Engineer's Estimate		**23 CFR 630B**		**Yes**	**No**	**No**
Method of Construction (low bid for construction contracts)	**23 USC 112(a) & (b)**	**23 CFR 635.104 49 CFR 18.36**		**Yes**	**Yes**	**No**
Owner Force Account / Cost Effective Justification		**23 CFR 635B**		**Yes**	**Yes**	**No**
Bonding and Prequalification		**23 CFR 635.110**		**Yes**	**Yes****	**No**
Advertising for Bids	**23 USC 112**	**23 CFR 635.112(d) (e) (f) (g) (h), 49 CFR 18.36**		**Yes**	******	**No**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Bid Opening and Tabulation		**23 CFR 635.113(a)**		**Yes**	**	**No**
Bid Analysis and Award of Contract	**23 USC 112**	**23 CFR 635.114**		**Yes**	**	**No**
Contract Time		**23 CFR 635.121**		**Yes**	**No**	**No**
Change Orders		**23 CFR 635.120-121**		**Yes**	**No**	**No**
Claims		**23 CFR 635.124**		**Yes**	**No**	**No**
Liquidated Damages		**23 CFR 635.127**		**Yes**	**No**	**No**
Progress Payments		**23CFR 635.122**		**Yes**	**No**	**No**
Project Supervision and Staffing	**23 USC 114 & 302**	**23 CFR 635.105**		**Yes**	**Yes**	**No**
Subcontracting		**23 CFR 635.116**		**Yes**	**No**	**No**
Suspension and Debarment		**49 CFR 29**		**Yes**	**Yes**	**Yes**

SUBJECT	USC	CFR	OTHER LAWS	Applicability		
				Construction Contracts		Non-Highway Construction or "Service Contracts"
				NHS	Non-NHS	
Termination of Contracts		**23 CFR 635.125**		**Yes**	**No**	**No**
Audits	**23 USC 112(b) (2) (c)**	**49 CFR 18.26; and 48 CFR 31, Federal Acquisitions Regulations**	**OMB Circular A-133**	**Yes**	**Yes**	**Yes**
Records Retention		**49 CFR 18**		**Yes**	**Yes**	**Yes**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-711 Revised Article 1705 - First Reading

Amended Article 1705

ATTACHMENTS:

- Mayor_s_Select_Committee_Letter.pdf
- Article 1705 red-lined.pdf
- Article 1705 clean.pdf

OFFICE OF THE MAYOR

ROBERT M. TRAINOR

The Golden Rule City

April 20, 2023

Re: Mayor's Select Committee to Reconcile City of Charles Town Codified Code, Articles 1759 and 1705

Dear Council members

Please be advised that per Council's request, I have commissioned a Select Committee to perform the following:

1. Review Charles Town Codified Code, Articles 1759 and 1705
2. Determine inconsistencies and redundancies between the two Articles
3. Provide recommendations for both articles to reconcile those inconsistencies and redundancies
4. Submit "red-line" versions to the City Council for consideration and approval by, on or about the second regular City Council meeting in September 2023.

The following personnel are hereby appointed to the Select Committee:

- Mr. Robert Trainor, Mayor
- Mr. James Kratovil, Ward 1 Council Representative
- Ms. Alissa Meeks, Charles Town Director of Community Development
- Ms. Delaine Englebert, Charles Town Building Official

All Committee meetings will conform with applicable WV State and City ordinances, rules, and regulations.

This Select Committee is intended to be dissolved upon Council approval of the revised articles 1759 and 1705.

Robert M. Trainor
Mayor

Attachment: Charles Town Codified Code Ordinance 1759
Charles Town Codified Code Ordinance 1705
International Property Maintenance Code – 2018

Copy to: Ms. Alissa Meeks, Charles Town Director of Community Development
Ms. Delaine Englebert, Charles Town Building Official

ARTICLE 1705
West Virginia State Building Code

EDITOR'S NOTE: Pursuant to an ordinance passed July 15, 1991 all penalties of imprisonment presently contained in the Building and Housing Code are deleted and rescinded.

1705.01 Adoption.

1705.02 Amendments.

1705.03 Permits.

1705.04 Permit fees.

1705.045 City Code Official & Building Inspector.

1705.056 Appeals.

1705.067 Penalties.

1705.078 Injunctive relief.

1705.089 Severability.

CROSS REFERENCES

Adoption by reference - see W. Va. Code 8-11-4

Building regulation - see W. Va. Code 8-12-13

State Building Code - see W. Va. Code ~~29-3-5b~~15A-11-5

1705.01 ADOPTION.

(a) ~~The City of Charles Town does hereby adopt the State Building Code p~~Pursuant to the City's powers and authority contained in West Virginia Code Section 13, Article 12, Chapter 8, the City of Charles Town does hereby adopt the State Building Code set forth at Series 4 of Title 87 of the West Virginia Code of State Rules, as it may be amended from time to time, as the same has been promulgated pursuant to West Virginia Code Section ~~5b~~5, Article ~~3~~11, Chapter ~~29~~15A, as if the same were fully written out herein but subject to the additions, insertions and changes specified below (authority for the promulgation thereof pursuant to West Virginia Code Section 5b, Article 3, Chapter 29 having been repealed and such authority pursuant to said Section 5, Article 11, Chapter 15A having been enacted).

(b) Any version of Article 1705 ~~of the City of Charles Town~~ entitled West Virginia State Building Code adopted prior to enactment of this version of Article 1705 and all other

ordinances or parts of ordinances in conflict herewith are hereby repealed and are null and void, except that these a repealed versionOrdinances shall continue to control and be applicable to all building permits issued and in effect as of the effective date of this articlewhile such version was in force and effect.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.02 AMENDMENTS.

The following additions, insertions and changes are hereby made to the codes and standards incorporated in the State Building Code as specified below:

(a) With respect to each of the codes and standards specified in the following Sections 1705.02(b) through 1705.02(m), inclusive:

(1) All appendices to such codes and standards, if any, are hereby adopted.

(2) All appeals under such codes and standards and all appeals under this Article 1705 shall be made pursuant to Section 1705.06, and all language to the contrary in such codes and standards shall be of no effect.

(3) All penalties for violation(s) of such codes and standards shall be punishable under the specific provisions of Section 1705.07, and all language to the contrary in such codes and standards shall be of no effect.

(b) AdoptWith respect to the International Building Code, 2018 Edition and Appendixes. Modify the International Building Code, 2018 Edition, as adopted by State Code, as follows:

(1) Insert '"City of Charles Town"' as appropriate and where prompted to do so by said codethe International Building Code, 2018 Edition.

(2) Replace with the following: Section 1612.3. Insert '"July 1, 2013", where 'date to be inserted by the jurisdiction' appearsprompted to do so in Section 1612.3.

(3) All appeals under the International Building Code, 2018 Edition and all appeals under this Article of the Charles Town Codified Ordinances, shall be made pursuant to Section 1705.05.

(4) All penalties for violation(s) of the International Building Code, 2018 Edition, shall be punishable under the specific provisions of Section 1705.06.

(bc) AdoptWith respect to the International Plumbing Code, 2018 Edition and Appendixes. Modify the International Plumbing Code, 2018 Edition, as adopted by State Code, as follows:

(1) Insert '"City of Charles Town"' as appropriate and where prompted to do so by said codethe International Plumbing Code, 2018 Edition.

(2) ~~Insert the following: Section 106.6.2.~~ Insert ~~'~~"See Section 1705.0~~34~~~~'~~" where prompted to insert the jurisdiction's schedule in Section 106.6.2.

(3) ~~Insert the following: Section 106.6.3.~~ Insert ~~'~~"twenty-five (25%) percent~~'~~" where ~~the words 'specify percentage' appear~~prompted to do so in subparagraph 2 of 106.6.3, and ~~'~~"fifty (50%) percent~~'~~" where ~~the words 'specify percentage' appear~~prompted to do so in subparagraph 3 of 106.6.3.

~~(4) Insert the following: Section 108.4. Insert 'misdemeanor' where the words 'specify offense' appear, delete the balance of paragraph, and replace with 'punishable under the specific penalties set forth in Section 1705.06 of this article.'~~

~~(5) Insert the following: Section 108.5. Insert 'one hundred dollars ($100)' where 'amount' first appears and 'five hundred dollars ($500.00)' where 'amount' next appears, and thereafter add the following language: 'as specifically set forth in Section 1705.06 of this article.'~~

(~~6~~4) ~~Insert the following: Section 305.4.1.~~ Insert ~~'~~"eighteen inches (18")~~'~~" where ~~the word 'number'~~ first ~~appears~~prompted to do so and insert ~~'~~"two feet and six inches (2'6")~~'~~" where ~~the word 'number'~~ next ~~appears~~prompted to do so in Section 305.4.1.

~~(7) Replace Section 109 with Section 1705.05 of this article.~~

(~~c~~d) ~~Adopt~~With respect to the International Residential Code for One- and Two-Family Dwellings, 2018 Edition ~~and Appendixes. Modify the International Residential Code, 2018 Edition, as adopted by State Code, as follows~~:

(1) Insert ~~'~~"City of Charles Town~~'~~" as appropriate and where prompted to do so by said code~~the International Residential Code, 2018 Edition~~.

~~(2) The following exceptions to the Code are as follows:~~

~~A. Chapter 11, entitled 'Energy Efficiency' is exempt from this rule.~~

~~B. Section G2415.12, Minimum Burial Depth, shall read as follows:~~

~~Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade. If the minimum depth cannot be maintained the piping systems shall be installed in conduit or shielded in an approved manner.~~

~~C. Section R311.7.5, Stair Treads and Risers, shall read as follows:~~

~~R311.7.5.1 Risers. The maximum riser shall be 8¼ inches.~~

~~R311.7.5.2 Tread Depth. The minimum tread depth shall be 9 inches.~~

~~D. Section R403.1.7.1, Building Clearances from Ascending Slopes, is not applicable to this rule.~~

~~E. Section R403.1.7.2, Footing Setbacks from Descending Slope Surfaces, is not applicable to this rule.~~

F. 87-4-5 of the State Rules, Fire Protection of Floors in Residential Buildings, shall read as follows:

5.1. New One and Two Family Dwellings over one level in height, New One and Two Family Dwellings containing a basement, and New One and Two Family Dwellings containing a crawl space containing a fuel burning appliance below the first floor, shall provide a method of fire protection of floors of a ½ inch (12.7 mm) gypsum wall board membrane, 5/8 inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member. Alternatively, floor fire protection may be provided with wood floor assemblies using dimension lumber or structural composite lumber equal or greater than 2 inch by 10 inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance. If the flooring does not meet the requirements of this section, the dwelling must contain an Automatic Fire Sprinkler System as set forth in Section 313.2 of the 2018 edition of the International Residential Code for One and Two Family Dwellings. Provided that: floor assemblies located directly over a space protected by an automatic sprinkler system as set forth in Section R 313.2 of the International Residential Code for One and Two Family Dwellings are exempt from this requirement.

G. All appeals under the International Residential Code, 2018 Edition, and all appeals under this Article of the Charles Town Codified Ordinances, shall be made pursuant to Section 1705.05.

H. All penalties for violation(s) of the International Residential Code, 2018 Edition, shall be punishable under the specific provisions of Section 1705.06.

(de) Adopt With respect to the International Mechanical Code, 2018 Edition and Appendixes. Modify the International Mechanical Code, 2018 Edition, as adopted by State Code, as follows:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said codethe International Building Code, 2018 Edition.

(2) Insert the following: Section 106.5.2. Insert "See Section 1705.034" where 'fee schedule' appearsprompted to do so in Section 106.5.2.

(3) Insert with the following: Section 106.5.3. Insert "twenty-five (25%) percent" where the words 'specify percentage' appearprompted to do so in subparagraph 2 of 106.5.3 and "fifty (50%) percent" where the words 'specify percentage' appearprompted to do so in subparagraph 3 of 106.5.3.

(4) Insert the following: Section 108.4. Insert 'misdemeanor' where 'specify offense' appears, 'five hundred dollars ($500.00)' where 'amount' appears and delete balance of

~~paragraph and insert 'punishable under the specific penalties set forth in Section 1705.06 of this article.'~~

~~(5) Insert the following: Section 108.5. Insert 'one hundred dollars ($100.00)' where 'amount' appears for the first time in 108.5, and 'five hundred dollars ($500.00)' where 'amount' appears for the second time in 108.5, and after 'dollars' at the end of the paragraph, add: 'as specifically set forth in Section 1705.06 of this article.'~~

~~(6) With the exception of the fines enunciated in Sections 108.4 and 108.5, of the International Mechanical Code, 2018 Edition, all penalties for violation(s) of the International Mechanical Code, 2018 Edition, shall be punishable under the specific provisions of Section 1705.06 of the Charles Town Codified Ordinances.~~

~~(7) All appeals under the International Mechanical Code, 2018 Edition shall be made pursuant to Section 1705.05.~~

(~~e~~f) ~~Adopt~~With respect to the International Property Maintenance Code, 2018 Edition ~~and Appendixes. Modify the International Property Maintenance Code, 2018 Edition, as adopted by State Code, as follows~~:

(1) Insert ~~'~~"City of Charles Town"~~'~~ as appropriate and where prompted to do so by ~~said code~~the ~~International Property Maintenance Code, 2018 Edition~~.

~~(2) All appeals under the International Property Maintenance Code, 2018 Edition, shall be made pursuant to Section 1705.05, below.~~

~~(3) All penalties for violation(s) of the International Property Maintenance Code, 2018 Edition, shall be punishable under the specific provisions of Section 1705.06.~~

(~~f~~g) ~~Adopt~~With respect to the International Energy Conservation Code, 2015 Edition for Residential Buildings~~. Modify the International Energy Conservation Code, 2015 Edition, as adopted by State Code, as follows~~:

(1) Insert ~~'~~"City of Charles Town"~~'~~ as appropriate and where prompted to do so by ~~said code~~the ~~International Energy Conservation Code, 2015 Edition~~.

~~(2) All appeals under the International Energy Conservation Code, 2015 Edition, shall be made pursuant to Section 1705.05, below.~~

~~(3) Section 108.4. Insert 'one hundred dollars ($100.00)' where 'amount' first appears in 108.4 and 'five hundred dollars ($500.00)' where 'amount' next appears in 108.4 and after 'dollars' add: 'as is specifically set forth in Section 1705.06 of this article.~~

~~(4) With the exception of the fine enunciated in Section 108.4, of the International Energy Conservation Code, 2015 Edition, all penalties for violation(s) of the International Energy Conservation Code, 2018 Edition, shall be punishable under the specific provisions of Section 1705.06 of the Charles Town Codified Ordinances.~~

(gh) ~~Adopt~~With respect to the International Existing Building Code, 2018 Edition ~~and Appendixes. Modify the International Existing Building Code, 2018 Edition, as adopted by State Code, as follows~~:

(1) Insert ~~'~~"City of Charles Town"~~'~~ as appropriate and where prompted to do so by said code~~the International Existing Building Code, 2018 Edition~~.

~~(2) Where reference is made to International Fire Code, replace with the applicable rule of the NFPA 101 Life Safety Code, 2021 Edition.~~

~~(3) Replace Section 112 with Section 1705.05 of this article.~~

~~(4) All appeals under the International Existing Building Code, 2018 Edition, shall be made pursuant to Section 1705.05.~~

~~(5) All penalties for violation(s) of the International Existing Building Code, 2018 Edition, shall be punishable under the specific provisions of Section 1705.06.~~

(~~h~~i) ~~Adopt~~ With respect to the 2020 Edition of the National Electric Code, NFPA 70, no further additions, insertions or changes are made~~. All appeals and penalties for violation of this Section shall be appealable and punishable pursuant to Sections 1705.05 and 1705.06, respectively.~~

(~~i~~j) ~~Adopt~~With respect to the International Fuel Gas Code, 2018 Edition ~~and Appendixes. Modify the International Fuel Gas Code, 2018 Edition, as adopted by State Code, as follows~~:

(1) Insert ~~'~~"City of Charles Town"~~'~~ as appropriate and where prompted to do so by said code~~the International Fuel Gas Code, 2018 Edition~~.

~~(2) Insert the following: Section 404.12. Following the end of the paragraph, insert the sentence: 'If the minimum depth cannot be maintained, the piping systems shall be installed in conduit or shielded in an approved manner.'~~

~~(3) Add the following: Section 108.4. Insert 'misdemeanor' where the words 'specify offense' appear. Delete balance of paragraph and insert: 'punishable under the specific penalties set for the in Section 1705.06 of this article.'~~

~~(4) Insert the following: Section 108.5, insert 'one hundred dollars ($100.00)' where 'amount' first appears in 108.5 and 'five hundred dollars ($500.00)' where 'amount' next appears in 108.5.~~

~~(5) Replace Section 109 with Section 1705.05 of this article.~~

~~(j) Adopt NFPA, Life Safety Code 2021 Edition. All appeals and penalties for violation of this Section shall be appealable and punishable pursuant to Sections 1705.05 and 1705.06, respectively.~~

(k) ~~Adopt~~With respect to the 2017 ICC/ANSI A117.1 American National Standards for Accessibility and Usable Buildings and Facilities, no further additions, insertions or changes

are made. ~~All appeals and penalties for violation of this Section shall be appealable and punishable pursuant to Sections 1705.05 and 1705.06, respectively.~~

(l) ~~Adopt~~With respect to the 2013 ANSI/ASHRAE/IESNA Standard 90.1 for Commercial Buildings, no further additions, insertions or changes are made. ~~All appeals and penalties for violation of this Section shall be appealable and punishable pursuant to Sections 1705.05 and 1705.06, respectively.~~

(m) With respect to the International Swimming Pool and Spa Code, 2018 Edition, no further additions, insertions or changes are made.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.03 PERMITS.

No building permit or other permit required under any provision of the State Building Code shall be issued or renewed with respect to any property that is then subject to a notice of violation or order issued under the State Building Code unless the work authorized by the contemplated permit will timely rectify all violations set forth in such notice of violation or order. Notwithstanding the foregoing, the City Code Official may, in his or her reasonable discretion and upon determination that such will further the City's objective of obtaining compliance with this Article, enter with the owner(s) of any property a written agreement providing for issuance of a permit on specified terms and conditions including, without limitation, benchmarks for work progress.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.04 PERMIT FEES.

(a) For New Home Construction and Additions: a $~~100~~200.00 Building Permit Fee, plus a fee of $0.75 per square foot finished area and $0.~~10~~20 per square foot unfinished area.

(b) For Residential Renovation, Restoration, or Remodeling of Existing Structure: a $~~40~~75.00 Building Permit Fee, plus a fee of $0.~~10~~20 per square foot.

(c) For Residential Porches, Decks, Garages, and other Accessory Structures: a $~~40~~50.00 Building Permit Fee, plus a fee of $0.~~10~~15 per square foot.

(d) For Demolition:

(1) Residential: a $50.00 Building Permit Fee

(2) Commercial: a $~~100~~150.00 Building Permit Fee

(e) Re-inspection Fees: a $~~50~~75.00 re-inspection fee if the Building Inspector is required to make more than ~~two (2) visits~~one (1) visit for one inspection ~~or if the electrical~~

~~sticker is not in place~~. Job not ready for inspection will also result in $50.00 re-inspection fee.

(f) For Commercial Construction, Additions and Accessory Structures: a $~~200~~300.00 Building Permit Fee, plus $0.75 per square foot finished area ~~and $0.10 square foot unfinished area~~.

(g) For Commercial Renovation, Restoration, Remodeling of Existing Structure: a $200.00 Permit Fee plus $0.~~10~~50 per square foot.

(h) For Commercial Accessory Structures with no plumbing or electricity: a $100.00 Permit Fee.

(i) For All Temporary Structures: a $50.00 Building Permit Fee.

(j) For All Swimming Pools: a $250.00 Building Permit Fee, plus $0.10 per square foot.

(k) For Roofing and Siding:

(1) Residential: A $~~25~~75.00 Building Permit Fee, plus $1.00 per 100 square feet

(2) Commercial: A $~~100~~150.00 Building Permit Fee, plus $1.00 per 100 square feet

(l) For Sidewalks and Driveways:

(1) Residential: A $30.00 Building Permit Fee, plus $0.10 per square foot over 500 sq ft.

(2) Commercial: A $100.00 Building Permit Fee, plus $0.10 per square foot over 500 sq ft.

(m) Fences:

(1) Residential: A $~~30~~40.00 Building Permit Fee

(2) Commercial: A $100.00 Building Permit Fee

(n) For Plumbing Permits:

(1) Residential: A $~~25~~75.00 Permit Fee plus $2.50 per fixture

(2) Commercial: A $100.00 Permit Fee plus $5.00 per fixture

(o) For Mechanical Permits:

(1) Residential: A $~~25~~75.00 Permit Fee plus: $0.~~02~~10 per square foot of new conditioned space in new structures ~~and/~~or $~~5~~15.00 per unit replaced in existing structures

(2) Commercial: A $100.00 Permit Fee plus: $0.~~02~~20 per square foot of new conditioned space in new structures ~~and/~~or $~~10~~25.00 per unit replaced in existing structures

(p) For Electrical Permits:

(1) Residential: A $100.00 Permit Fee plus: $0.15 per fixture or device

(2) Commercial: A $250.00 Permit Fee plus: $0.25 per fixture or device

(3) Panel or Meter upgrade only: $100.00

(q) Plan Review:

(1) Residential $~~50~~150.00

(A) Residential Renovations: $75.00

(B) Residential Decks and Fences: $50.00

(2) Commercial $300.00

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.0~~4~~5 CITY CODE OFFICIAL & BUILDING INSPECTOR.

(a) The City of Charles Town ~~does hereby adopt the State~~shall comply with the requirements of the Standards for the Certification and Continuing Education of Municipal, County, and Other Public Sector Building Code Officials, Building Code Inspectors and Plans Examiners set forth at Series 6 of Title 103 of the West Virginia Code of State Rule (the "Certification/Continuing Education Standards")~~pursuant to the City's powers contained in West Virginia Code Section 13, Article 12, Chapter 8, as the same has been promulgated pursuant to West Virginia Code Section 5b, Article 3, Chapter 29, as if the same were fully written out herein~~.

(b) ~~In addition to the State's Standards for Certification and Continuing Education of Municipal, County, and Other Public Sector Building Code Officials, Building Code Inspectors and Plans Examiners, the following shall also apply, which may or may not conflict with the State's Standards for Certification and Continuing Education of Municipal, County, and Other Public Sector Building Code Officials, Building Code Inspectors and Plans Examiners:~~ The City Manager or designee shall designate a City Building Official, who shall also be known as the City Code Official, who meets the qualifications of a "Code Official" set forth in the Certification/Continuing Education Standards and is duly certified as such thereunder.

(~~1~~c) All ~~residential and commercial building~~ inspections required under the State Building Code shall be conducted on behalf of the City only by the City Code Official or any other individual who is authorized by the City Code Official to perform the relevant category of inspection on behalf of the City and who is duly certified (or otherwise permitted to act) as an "Inspector" in such category pursuant to the Certification/Continuing Education Standards~~properly licensed, insured, and certified entities for the purpose of meeting International Code Council (ICC) and West Virginia Fire Marshal Code~~. Any such other individual shall be under the authority of the City Code

Official and shall issue a report regarding an inspection to the City Code Official for further action.

~~(2) It shall be unlawful for any person, firm, or corporation to perform building inspections, either residential or commercial, without proper certification from the International Code Council (ICC) and the West Virginia Fire Marshal's Office.~~

~~(3) Proof of certification from the ICC and the WV Fire Marshal's Office must be submitted to the City's Building Inspector's office prior to services being performed within the municipal boundaries.~~

~~(4) The City will acknowledge proper certification with the ICC and WV Fire Marshal's Office upon applying to the City for a business license.~~

~~(5) The City Manager or designee shall designate a City Building Official, who shall also be known as the City Code Official, who meets that qualifications set forth in the State Building Code and who shall perform inspections on behalf of the City under the State Building Code and this Article, provided, however, that electrical inspections shall be performed by an inspector approved by Potomac Edison Company or its successor, who shall constitute the City Electrical Inspector.~~

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.0~~5~~6 APPEALS.

There is established one Appeals Board for all appeals arising under Article 1705, comprised of ~~three~~five members, ~~and two~~with up to three alternates, who are qualified by experience and training to pass on matters pertaining to ~~the State Building Code~~building construction and who are not employees of the City. At least one member of the Appeals Board shall be a West Virginia Registered Professional Architect or Engineer, or a West Virginia Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical, or Fire Protection Contractor, with at least 10 years' experience, five of which shall be in responsible charge of work. In addition to such members, ~~T~~the City Code Official shall be an ex-officio member but shall have no vote on any matter before the Appeals Board. The members of the Appeals Board shall be appointed by the City Council and shall serve staggered~~ing~~ and overlapping terms. The Appeals Board shall adopt Rules of Procedure governing appeals before it. All administrative appeals from actions of the City Code Official must be filed within twenty (20) days of service of the order, decision, or determination to be appealed and will follow the procedures set forth in the respective ~~International Codes adopted hereby~~ codes and standards incorporated in the Building Code where not inconsistent with this Section. ~~and a~~Any appeals from decisions of the Appeals Board must be filed within thirty (30) days of the decision by Petition for Writ of Certiorari to the Circuit Court of Jefferson County. Appeals to the Appeals Board and appeals from the Appeals Board to the Circuit Court shall be based on, and limited to, a claim that the true intent of this Article and/or the State Building Code ~~or the rules legally adopted thereunder have~~has been incorrectly interpreted, the provisions of this Article and/or the State

Building Code do not fully apply, or the requirements of this Article and/or State Building ~~c~~Code are adequately satisfied by other means.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.0~~6~~7 PENALTIES.

Any person violating any of the provisions of this Article, except as otherwise expressly provided herein, shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not less than ~~ten~~one hundred dollars ($~~10~~100.00) nor more than five hundred dollars ($500.00). Failure or refusal to comply with this Article~~, each and every day the violation continues,~~ shall constitute a separate offense for each and every day the violation continues. However, this penalty shall not be the exclusive remedy of the City, the City reserving all of the remedies provided by law.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.0~~7~~8 INJUNCTIVE RELIEF.

The City Code Official is authorized, with the consent of the Mayor, to institute judicial proceedings seeking injunctive relief to restrain ~~by injunction~~ any violation of ~~the Code~~this Article or compel compliance with this Article.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.0~~8~~9 SEVERABILITY.

If any provision of this ~~a~~Article is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable.

(Ord. 2023-XXX. Passed XX-XX-XX.)

ARTICLE 1705
West Virginia State Building Code

EDITOR'S NOTE: Pursuant to an ordinance passed July 15, 1991 all penalties of imprisonment presently contained in the Building and Housing Code are deleted and rescinded.

1705.01 Adoption.

1705.02 Amendments.

1705.03 Permits.

1705.04 Permit fees.

1705.05 City Code Official & Building Inspector.

1705.06 Appeals.

1705.07 Penalties.

1705.08 Injunctive relief.

1705.09 Severability.

CROSS REFERENCES

Adoption by reference - see W. Va. Code 8-11-4

Building regulation - see W. Va. Code 8-12-13

State Building Code - see W. Va. Code 15A-11-5

1705.01 ADOPTION.

(a) Pursuant to the City's powers and authority contained in West Virginia Code Section 13, Article 12, Chapter 8, the City of Charles Town does hereby adopt the State Building Code set forth at Series 4 of Title 87 of the West Virginia Code of State Rules, as it may be amended from time to time, as the same has been promulgated pursuant to West Virginia Code Section 5, Article 11, Chapter 15A, as if the same were fully written out herein but subject to the additions, insertions and changes specified below (authority for the promulgation thereof pursuant to West Virginia Code Section 5b, Article 3, Chapter 29 having been repealed and such authority pursuant to said Section 5, Article 11, Chapter 15A having been enacted).

(b) Any version of Article 1705 entitled West Virginia State Building Code adopted prior to enactment of this version of Article 1705 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed and are null and void, except that a

repealed version shall continue to control and be applicable to all building permits issued and in effect while such version was in force and effect.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.02 AMENDMENTS.

The following additions, insertions and changes are hereby made to the codes and standards incorporated in the State Building Code as specified below:

(a) With respect to each of the codes and standards specified in the following Sections 1705.02(b) through 1705.02(m), inclusive:

(1) All appendices to such codes and standards, if any, are hereby adopted.

(2) All appeals under such codes and standards and all appeals under this Article 1705 shall be made pursuant to Section 1705.06, and all language to the contrary in such codes and standards shall be of no effect.

(3) All penalties for violation(s) of such codes and standards shall be punishable under the specific provisions of Section 1705.07, and all language to the contrary in such codes and standards shall be of no effect.

(b) With respect to the International Building Code, 2018 Edition:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said code.

(2) Insert "July 1, 2013", where prompted to do so in Section 1612.3.

(c) With respect to the International Plumbing Code, 2018 Edition:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said code.

(2) Insert "See Section 1705.04" where prompted to insert the jurisdiction's schedule in Section 106.6.2.

(3) Insert "twenty-five (25%) percent" where prompted to do so in subparagraph 2 of 106.6.3, and "fifty (50%) percent" where prompted to do so in subparagraph 3 of 106.6.3.

(4) Insert "eighteen inches (18")" where first prompted to do so and insert "two feet and six inches (2'6")" where next prompted to do so in Section 305.4.1.

(d) With respect to the International Residential Code for One- and Two-Family Dwellings, 2018 Edition:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said code.

(e) With respect to the International Mechanical Code, 2018 Edition:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said code.

(2) Insert "See Section 1705.04" where prompted to do so in Section 106.5.2.

(3) Insert "twenty-five (25%) percent" where prompted to do so in subparagraph 2 of 106.5.3 and "fifty (50%) percent" where prompted to do so in subparagraph 3 of 106.5.3.

(f) With respect to the International Property Maintenance Code, 2018 Edition:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said code.

(g) With respect to the International Energy Conservation Code, 2015 Edition for Residential Buildings:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said code.

(h) With respect to the International Existing Building Code, 2018 Edition:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said code.

(i) With respect to the 2020 Edition of the National Electric Code, NFPA 70, no further additions, insertions or changes are made

(j) With respect to the International Fuel Gas Code, 2018 Edition:

(1) Insert "City of Charles Town" as appropriate and where prompted to do so by said code.

(k) With respect to the 2017 ICC/ANSI A117.1 American National Standards for Accessibility and Usable Buildings and Facilities, no further additions, insertions or changes are made.

(l) With respect to the 2013 ANSI/ASHRAE/IESNA Standard 90.1 for Commercial Buildings, no further additions, insertions or changes are made.

(m) With respect to the International Swimming Pool and Spa Code, 2018 Edition, no further additions, insertions or changes are made.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.03 PERMITS.

No building permit or other permit required under any provision of the State Building

Code shall be issued or renewed with respect to any property that is then subject to a notice of violation or order issued under the State Building Code unless the work authorized by the contemplated permit will timely rectify all violations set forth in such notice of violation or order. Notwithstanding the foregoing, the City Code Official may, in his or her reasonable discretion and upon determination that such will further the City's objective of obtaining compliance with this Article, enter with the owner(s) of any property a written agreement providing for issuance of a permit on specified terms and conditions including, without limitation, benchmarks for work progress.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.04 PERMIT FEES.

(a) For New Home Construction and Additions: a $200.00 Building Permit Fee, plus a fee of $0.75 per square foot finished area and $0.20 per square foot unfinished area.

(b) For Residential Renovation, Restoration, or Remodeling of Existing Structure: a $75.00 Building Permit Fee, plus a fee of $0.20 per square foot.

(c) For Residential Porches, Decks, Garages, and other Accessory Structures: a $50.00 Building Permit Fee, plus a fee of $0.15 per square foot.

(d) For Demolition:

(1) Residential: a $50.00 Building Permit Fee

(2) Commercial: a $150.00 Building Permit Fee

(e) Re-inspection Fees: a $75.00 re-inspection fee if the Building Inspector is required to make more than one (1) visit for one inspection. Job not ready for inspection will also result in $50.00 re-inspection fee.

(f) For Commercial Construction, Additions and Accessory Structures: a $300.00 Building Permit Fee, plus $0.75 per square foot finished area.

(g) For Commercial Renovation, Restoration, Remodeling of Existing Structure: a $200.00 Permit Fee plus $0.50 per square foot.

(h) For Commercial Accessory Structures with no plumbing or electricity: a $100.00 Permit Fee.

(i) For All Temporary Structures: a $50.00 Building Permit Fee.

(j) For All Swimming Pools: a $250.00 Building Permit Fee, plus $0.10 per square foot.

(k) For Roofing and Siding:

(1) Residential: A $75.00 Building Permit Fee, plus $1.00 per 100 square feet

(2) Commercial: A $150.00 Building Permit Fee, plus $1.00 per 100 square feet

(l) For Sidewalks and Driveways:

(1) Residential: A $30.00 Building Permit Fee, plus $0.10 per square foot over 500 sq ft.

(2) Commercial: A $100.00 Building Permit Fee, plus $0.10 per square foot over 500 sq ft.

(m) Fences:

(1) Residential: A $40.00 Building Permit Fee

(2) Commercial: A $100.00 Building Permit Fee

(n) For Plumbing Permits:

(1) Residential: A $75.00 Permit Fee plus $2.50 per fixture

(2) Commercial: A $100.00 Permit Fee plus $5.00 per fixture

(o) For Mechanical Permits:

(1) Residential: A $75.00 Permit Fee plus: $0.10 per square foot of new conditioned space in new structures or $15.00 per unit replaced in existing structures

(2) Commercial: A $100.00 Permit Fee plus: $0.20 per square foot of new conditioned space in new structures or $25.00 per unit replaced in existing structures

(p) For Electrical Permits:

(1) Residential: A $100.00 Permit Fee plus: $0.15 per fixture or device

(2) Commercial: A $250.00 Permit Fee plus: $0.25 per fixture or device

(3) Panel or Meter upgrade only: $100.00

(q) Plan Review:

(1) Residential $150.00

(A) Residential Renovations: $75.00

(B) Residential Decks and Fences: $50.00

(2) Commercial $300.00

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.05 CITY CODE OFFICIAL & BUILDING INSPECTOR.

(a) The City of Charles Town shall comply with the requirements of the Standards for the Certification and Continuing Education of Municipal, County, and Other Public Sector

Building Code Officials, Building Code Inspectors and Plans Examiners set forth at Series 6 of Title 103 of the West Virginia Code of State Rule (the "Certification/Continuing Education Standards").

(b) The City Manager or designee shall designate a City Building Official, who shall also be known as the City Code Official, who meets the qualifications of a "Code Official" set forth in the Certification/Continuing Education Standards and is duly certified as such thereunder.

(c) All inspections required under the State Building Code shall be conducted on behalf of the City only by the City Code Official or any other individual who is authorized by the City Code Official to perform the relevant category of inspection on behalf of the City and who is duly certified (or otherwise permitted to act) as an "Inspector" in such category pursuant to the Certification/Continuing Education Standards. Any such other individual shall be under the authority of the City Code Official and shall issue a report regarding an inspection to the City Code Official for further action.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.06 APPEALS.

There is established one Appeals Board for all appeals arising under Article 1705, comprised of five members, with up to three alternates, who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the City. At least one member of the Appeals Board shall be a West Virginia Registered Professional Architect or Engineer, or a West Virginia Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical, or Fire Protection Contractor, with at least 10 years' experience, five of which shall be in responsible charge of work. In addition to such members, the City Code Official shall be an ex-officio member but shall have no vote on any matter before the Appeals Board. The members of the Appeals Board shall be appointed by the City Council and shall serve staggered and overlapping terms. The Appeals Board shall adopt Rules of Procedure governing appeals before it. All administrative appeals from actions of the City Code Official must be filed within twenty (20) days of service of the order, decision, or determination to be appealed and will follow the procedures set forth in the respective codes and standards incorporated in the Building Code where not inconsistent with this Section. Any appeals from decisions of the Appeals Board must be filed within thirty (30) days of the decision by Petition for Writ of Certiorari to the Circuit Court of Jefferson County. Appeals to the Appeals Board and appeals from the Appeals Board to the Circuit Court shall be based on, and limited to, a claim that the true intent of this Article and/or the State Building Code has been incorrectly interpreted, the provisions of this Article and/or the State Building Code do not fully apply, or the requirements of this Article and/or State Building Code are adequately satisfied by other means.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.07 PENALTIES.

Any person violating any of the provisions of this Article, except as otherwise expressly provided herein, shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00). Failure or refusal to comply with this Article shall constitute a separate offense for each and every day the violation continues. However, this penalty shall not be the exclusive remedy of the City, the City reserving all of the remedies provided by law.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.08 INJUNCTIVE RELIEF.

The City Code Official is authorized, with the consent of the Mayor, to institute judicial proceedings seeking injunctive relief to restrain any violation of this Article or compel compliance with this Article.

(Ord. 2023-XXX. Passed XX-XX-XX.)

1705.09 SEVERABILITY.

If any provision of this Article is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable.

(Ord. 2023-XXX. Passed XX-XX-XX.)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-712 Revised Article 1759 - First Reading

Revised Article 1759

ATTACHMENTS:

- Mayor_s_Select_Committee_Letter.pdf
- Article 1759 red-lined.pdf
- Article 1759 clean.pdf

April 20, 2023

Re: Mayor's Select Committee to Reconcile City of Charles Town Codified Code, Articles 1759 and 1705

Dear Council members

Please be advised that per Council's request, I have commissioned a Select Committee to perform the following:

1. Review Charles Town Codified Code, Articles 1759 and 1705
2. Determine inconsistencies and redundancies between the two Articles
3. Provide recommendations for both articles to reconcile those inconsistencies and redundancies
4. Submit "red-line" versions to the City Council for consideration and approval by, on or about the second regular City Council meeting in September 2023.

The following personnel are hereby appointed to the Select Committee:

- Mr. Robert Trainor, Mayor
- Mr. James Kratovil, Ward 1 Council Representative
- Ms. Alissa Meeks, Charles Town Director of Community Development
- Ms. Delaine Englebert, Charles Town Building Official

All Committee meetings will conform with applicable WV State and City ordinances, rules, and regulations.

This Select Committee is intended to be dissolved upon Council approval of the revised articles 1759 and 1705.

Robert M. Trainor
Mayor

Attachment: Charles Town Codified Code Ordinance 1759
Charles Town Codified Code Ordinance 1705
International Property Maintenance Code – 2018

Copy to: Ms. Alissa Meeks, Charles Town Director of Community Development
Ms. Delaine Englebert, Charles Town Building Official

ARTICLE 1759
~~Vacant Properties and~~ Vacant ~~Structures~~Buildings

1759.01 Purpose and scope.

1759.02 Definitions.

1759.03 Registration of ~~vacant property and~~ vacant ~~structures~~buildings; enforcement.

1759.04 ~~Inspection of vacant properties and~~ Maintenance of vacant ~~structures~~buildings.

1759.05 ~~Uninhabitable status; corrective actions~~Appeals.

~~1759.06 Enforcement of corrective action.~~

~~1759.07 Use of registry fees.~~

1759.0~~8~~6 Schedule of registry fees.

1759.07 Severability.

1759.08 Transition Provisions.

1759.01 PURPOSE AND SCOPE.

This Article is enacted pursuant to W. V. Code Chapter 8, Article 12, Section~~s 16, 16a &~~ 16c for the purpose of ensuring that each ~~Vacant Property and each~~ Vacant ~~Structure~~Building in the City is properly monitored and maintained~~, does not pose a hazard to persons or property, is suitable for occupancy and use,~~ so as to provide for public health, safety, and welfare, including being ~~and is~~ safe for entry by police officers, fire fighters, and other emergency personnel in times of emergency. This article provides for registration and inspection of ~~Vacant Properties and~~ Vacant ~~Structures~~Buildings~~, and corrective action to address deficient structures that pose a hazard to life, limb, health, property, safety, or welfare of the general public, and renovation, restoration and reuse of such vacant structures. However, because circumstances may not exist whereby a structure may temporarily be uninhabitable, not all non-code compliant structures will be declared "uninhabitable" under this Ordinance. A Vacant Properties Board is created under this Article as the enforcement agency under W. V. Code Section 8-12-16 (b) to supplement, but not supplant, the official duties of the Code Official under the State Building Code~~.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.02 DEFINITIONS.

When used in this article, the following capitalized words and phrases shall have the meanings indicated:

(a) "Alternative Means of Service" means, when service of notice or process under this Article is required to be made by Certified Mail but cannot be obtained, service of the notice or process by all of the following: (i) regular U.S. mail addressed as specified in subsections (i) or (ii) of the definition of Certified Mail; (ii) publication as a Class II legal advertisement (as defined in W. Va. Code § 59-3-2); and (iii) posting on the front door or other conspicuous location on the subject Building. Service of notice or process by Alternative Means of Service shall be deemed made on the third (3rd) day following the earliest date on which such mailing, publishing, and posting have all occurred.

(b) "Building" means a structure having a roof supported by walls or columns that stands more or less permanently in one place and is utilized or intended for the shelter, housing, or enclosure of persons, animals, or personal property.

(c) "Building Code" means, collectively, the West Virginia State Fire Code, as adopted by the City under Article 1511 of the Codified Ordinances, and the West Virginia State Building Code, ~~each~~ as adopted and amended by the City under Article 1705 of the Codified Ordinances.

(~~b~~d) "Certified Mail" means U.S. certified mail, return receipt requested, addressed to: (i) in all cases except where a Non-resident Owner has designated a Local Agent pursuant to Section 1759.03(c) of this Article, the name and last known address of the ~~property o~~Owner ~~or the owner's designated agent at the address provided on the owner's registration in accord with this Article or, in absence of such registration,~~ according to the records of the Jefferson County Tax Office; and (ii) in the case where a Non-resident Owner has designated a Local Agent pursuant to Section 1759.03(c) of this Article, the name and address of the designated Local Agent. ~~Where service of notice by certified mail is required by this Ordinance but cannot be obtained, service may be perfected by publication as a class III-0 legal advertisement in a newspaper of general circulation in Jefferson County and by posting notice on the front door or other conspicuous location on the subject property.~~ Service of notice or process by Certified Mail shall be deemed made upon delivery, as evidenced by the return receipt.

~~(c) "Code Official" is used synonymously with "Building Official" and means the City official or employee charged with the administration and enforcement of the IPMC and shall include any City employee possessing ICC IPMC Certification who has been delegated such authority by the Building Official with the concurrence of the City Manager.~~

~~(d) "IPMC" means the ICC International Property Maintenance Code, as adopted and amended by the City as part of the Building Code.~~

~~(e) "Notice" shall be defined in the various applicable sections on this Article, and such notice as defined herein shall be given to the owner(s) of property as owner is defined herein.~~

(~~f~~e) "Non-resident ~~o~~Owner" means an ~~o~~Owner of a Vacant Building whose legal residence is outside the State of West Virginia.

(gf) "Owner" ~~or "Property Owner"~~ means a person who individually or jointly with others:

(1) Has legal title to the property, with or without actual possession of the property;

(2) Has charge, care or control of the property as owner or agent of the owner;

(3) Is an executor, administrator, trustee, or guardian of the estate of the owner;

(4) Is the agent of the owner for the purpose of managing, controlling, or collecting rents; or

(5) Is entitled to control or direct the management or disposition of the property.

(g) "Staff" means the Vacant Buildings Official and any of his or her staff or other City employees to which the Vacant Buildings Official delegates duties.

~~(h) "Uninhabitable" means a structure which is unfit for human occupancy as determined by the Code Official under the provisions of this Ordinance.~~

(ih) "Vacant Building" ~~- to be used herein interchangeably with "Vacant Structure" -~~ means any residential ~~b~~Building that has not been occupied lawfully as a residence, or any non-residential ~~b~~Building ~~or other structure~~ that has not been occupied lawfully for its ordinary expected use, during the immediately preceding six (6) consecutive months or, in the case of seasonal ~~structures~~Buildings, such as vacation homes, one (1) year.

(1) Occupancy will be determined by the status and use of the utilities, property condition, and similar factors, including, but not limited to, the following:

(~~1~~A) A ~~structure~~Building shall not be considered occupied merely due to entry for purposes not consistent with its ordinary expected use.

(~~2~~B) A ~~structure~~Building that is unsecured and occupied by one or more unauthorized persons shall not be considered occupied lawfully for purposes of the above definition.

(2) Notwithstanding anything to the contrary above, the following shall not be considered a Vacant Building:

(~~3~~A) A new ~~structure~~Building under construction ~~shall not be considered a Vacant Structure~~ while a building permit for the construction is issued, the work is proceeding on schedule with appropriate inspection requests, and the permit is unexpired.

(B) A Building owned or then actively leased by an individual in active-duty service with the United States Armed Forces while stationed or deployed at a location in excess of one hundred (100) miles from the Building. The Vacant Buildings Official may require a copy of orders or other satisfactory evidence of such situation.

(3) When this Article refers to a Vacant Building with respect to filing a lien thereon, or registering the same in the Vacant Buildings Registry, or otherwise as the context

requires, such reference shall include the real property upon which the Vacant Building is located.

~~(j) "Vacant Property" means real estate on which no building is erected and no routine activity occurs, provided, however, that proper routine maintenance of a vacant lot whereon no property violations exist shall constitute "routine activity" for the purposes of this ordinance, regardless of whether or not the vacant lot is used in conjunction with improved adjacent real estate.~~

(~~k~~j) "Vacant ~~Properties Board~~Buildings Official" ~~or "Board"~~ means the City Building Official designated under Article 1705 of the Codified Ordinances~~agency charged with enforcing this Article, which shall consist of the Mayor, the Code Official, and one (1) individual member at-large selected by and to serve at the will and pleasure of the Mayor. The Fire Chiefs of the Independent Fire Company No. 1, Inc., and Citizens Fire Company and a representative from the Jefferson County Health Department are nonvoting members. The term "Vacant Properties Board" shall have the same meaning as "code enforcement agency" as defined in West Virginia State Code~~.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.03 REGISTRATION OF ~~VACANT PROPERTY AND~~ VACANT ~~STRUCTURES~~BUILDINGS; ENFORCEMENT.

(a) Registry. There shall be established and maintained a Vacant ~~Properties~~Buildings Registry, in which ~~shall include~~ all Vacant Buildings in the City shall be registered~~vacant property and vacant structures~~.

(b) Notice of Requirement to Register. Prior to the last day of April in each year, the Vacant Buildings Official shall cause a Notice of Requirement to Register to be published as a Class II legal advertisement (as defined in W. Va. Code § 59-3-2) and mailed by regular U.S. mail to: the name and address of the Owner, as appearing in the Vacant Buildings Registry, of each Vacant Building then registered in such registry; and the name and last known address of the Owner, according to the records of the Jefferson County Tax Office, of each Building that Staff has determined to be, or reasonably suspects to be, a Vacant Building. The Notice of Requirement to Register shall provide notice that: (i) the Owner of any Vacant Building within the City is required to register that Vacant Building in the Vacant Buildings Registry by submission of a completed Vacant Building Registration no later than the first day of July in the subject year; (ii) upon the initial registration of a Vacant Building in such registry, or in the event of re-registration of a Vacant Building that previously was registered but later removed from the registry, payment of a registry fee in the specified applicable amount must accompany submission of the Vacant Building Registration; (iii) in the event that a Vacant Building Registration is not timely submitted with respect to a Building then or subsequently determined to be a Vacant Building pursuant to Section 1759.03(e), such Vacant Building shall be involuntary registered pursuant to Section 1759.03(e) and the Owner of the Vacant Building shall be charged a registry fee in the specified applicable amount whether or not the subject Vacant Building

is then registered in the Vacant Buildings Registry pursuant to registration in a prior year; (iv) if any applicable registry fee is not timely paid, the City may bring a civil action against the Owner to collect such registry fee and/or file a lien against the subject real property for the amount of such registry fee; and (v) a Non-resident Owner of a Vacant Building is required to designate a Local Agent to accept service of process and certain notices on behalf of the Non-Resident Owner. Publication of the Notice of Requirement to Register shall state where a person may obtain a blank Vacant Building Registration, and a blank Vacant Building Registration shall be sent with any mailed Notice of Requirement to Register.

(1) Neither the failure of the Vacant Buildings Official to mail a Notice of Requirement to Register to any Owner of a Vacant Building nor the non-receipt of a Notice of Requirement to Register by any Owner of a Vacant Building will relieve the Owner of the requirements under this Article.

(c) Non-resident Owners. Each Non-resident Owner is required to provide to the Vacant Buildings Official signed and notarized document designating the name and address of a person who resides within the State of West Virginia and who the Non-resident Owner authorizes to accept service of process and notices of fees due under this section on behalf of the Non-resident Owner and who is designated as the Non-resident Owner's responsible agent for the purposes of receipt of notification in the event of an emergency affecting the public health, safety, or welfare (a "Local Agent"). Once provided, such document shall remain in effect until cancelled in writing by the Owner; *provided that*, the Owner shall be responsible for notifying the Vacant Buildings Official of any changes in the name or address of a Local Agent. Failure to provide such document by July 1 of the first year following enactment of this Article in which a Non-resident Owner owns a Vacant Building is a violation of this Ordinance subject to the General Penalty fine specified in Section 101.99 of the Codified Ordinances. Any provision herein requiring notice to or service upon an Owner shall be satisfied by notice to or service upon the Owner's designated Local Agent.

(d) Voluntary Registration. By July 1 of each year, ~~T~~the ~~o~~Owner of any ~~Vacant Property and the owner of any real property containing a~~ Vacant ~~Structure~~Building within the City is required to ~~shall~~ register the Vacant Building ~~real property~~ in the Vacant Building Registry by submitting a completed Vacant Building Registration to the Vacant Buildings Official~~by filing a notice with the City on the form available at City Hall~~. A Vacant Building Registration will not be considered effective unless and until any registry fees required under Section 1759.03(g) are received by the Vacant Buildings Official.~~Nonresident owners must designate a resident agent who shall execute the registration form with the owner(s), agreeing to accept, on behalf of such owner, service of process and notices of fees due under this Ordinance on behalf of the owner and who is designated as a responsible, local party or agent for the purposes of notification in the event of an emergency affecting the public health, safety or welfare by the City pertaining to such real estate under this Article.~~

(~~c~~e) Involuntary Registration. Staff shall investigate ~~properties~~any Building that is suspected to be a Vacant Building~~may be eligible for possible placement of the Property on the Registry~~ and determine whether it shall be considered a Vacant Building. ~~If inspection~~

~~of a structure is necessary to an investigation, the provisions of Section 1759.04 shall apply.~~ Upon Staff's determination that a ~~property or structure~~Building is a ~~v~~Vacant Building, ~~the~~ Staff shall: (i) set forth in a written statement its findings supporting the determination; (ii) place the Owner of such Vacant Building on the list of persons to receive Notice of Requirement to Register pursuant to Section 1759.03(b); (iii) notify the Owner of the Vacant Building in writing by Certified Mail or Alternative Means of Service of Staff's determination that the Building is a Vacant Building that the Owner must register in the City's Vacant Buildings Registry by submission of a completed Vacant Building Registration by the following July 1, after which the City will involuntarily register the Vacant Building, with all applicable fees due; and (iv) in the event the Owner fails to register the Vacant Building by timely submitting a completed Vacant Building Registration, involuntarily register the Vacant Building in the Vacant Building ~~and issue a notice that the real property be placed on the Vacant Properties~~ Registry and assess against the Owner any~~that~~ registry fees required under Section 1759.03(g) whether or not the subject Vacant Building is then registered in the Vacant Buildings Registry pursuant to voluntary or involuntary registration in a prior year~~specified in Subsection (e) below be assessed against the owner of the real property~~. ~~Staff shall cause a copy of the Order to be Served upon the owner of the subject real property and posted on the front door or another conspicuous location on the structure or property. If the owner of record disagrees with Staff's finding that the property is a Vacant Structure, the owner has the right to appeal that determination to the Vacant Properties Board. Such appeal shall be filed on an appeal form, available at City Hall. If no appeal is received within 30 days, from the date of the notice to the property owner, or as posted on the property, the right to an appeal shall expire.~~

(~~d~~f) Exemption from Registration. The ~~o~~Owner of ~~real property containing~~ a Vacant ~~Structure~~Building may submit in writing to the ~~Board~~Vacant Buildings Official, for presentation to and consideration by City Council, a request for exemption from registration of such Vacant Building in the Vacant Buildings Registry due to inability to occupy the ~~structure~~Building for a period stated and for reasons stated in the request. Upon a finding of good cause shown, ~~the Board~~City Council may exempt the ~~real property~~Building from registration for a time specifie~~d~~ in City Council's decision. Examples of circumstances when good cause for an exemption may exist include when ~~real property~~the Vacant Building is being actively marketed for sale following the ~~o~~Owner's move to other property, or when ~~a resident is deployed on active military duty~~the Vacant Building is being offered for lease following a prior tenant's vacation of the property.

(~~e~~g) Registry Fee~~s~~.

(1) ~~When real property is placed on the Vacant Properties Registry, a~~ The voluntary registry fee ~~as~~ set forth in Section 1759.0~~8~~6(a) ~~of this Article~~ for the applicable type of Building shall be assessed to the O~~o~~wner of ~~the property~~a Vacant Building upon its initial voluntary registration by the Owner and also in the instance that the Vacant Building is voluntarily re-registered in the Vacant Buildings Registry after previously having been registered and later removed from such registry. Thereafter, the voluntary registry fee shall not be further assessed for so long as the Owner continues to voluntarily register the Vacant Building annually. The voluntary registry fee shall be submitted with the Owner's submission of the Vacant Building Registration by which the

Vacant Building is first registered (or first re-registered in the case of a prior registration and removal from the registry) and due at that time.

(2) The involuntary registry fee set forth in Section 1759.06(b) for the applicable type of Building shall be assessed to the Owner of a Vacant Building in each year that it is involuntarily registered pursuant to Section 1759.03(e). In addition to the involuntary registry fee, the Owner shall reimburse the City for all its costs incurred in notifying the Owner of Staff's determination of Vacant Building status and of the registry fee due. The Owner shall be notified in writing of the involuntary registry fee due, together with all costs reimbursable to the City hereunder, by Certified Mail or Alternative Means of Service, which amounts are due when service of the notice is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be. ~~Thereafter, while the real property remains on the Vacant Properties Registry, an annual registry fee as also set forth in Section 1759.08 of this Article shall be assessed on each anniversary of the date that the property was placed on the registry, provided that properties placed on the registry between January 1 and June 31 of that year shall be deemed placed on the registry as of January 1 of that year and properties placed on the registry between July 1 and December 31 of any year shall be deemed placed on the registry as of July 1 of that year.~~

(~~1~~3) The City may take the following actions in order to collect any registry fees and costs reimbursable to the City that are not paid in full within thirty (30) days of when due~~shall have a lien for all registration assessments and for any legal fees and expenses incurred in enforcing same. If a registry fee is delinquent, the City may~~:

(A.) After providing the Owner the notice specified below, file in the Office of the Clerk of the County Commission of Jefferson County a~~File notice of~~ lien against the ~~subject real property in the Office of the Clerk of the County Commission of Jefferson County~~ Vacant Building for the full amount of the delinquent registry fees and reimbursable costs, plus filing fees. Prior to filing such lien, the Vacant Buildings Official shall notify the Owner of the Vacant Building in writing by Certified Mail or Alternative Means of Service that the City may file said lien unless all delinquent amounts are paid by a date stated in the notice, which stated date shall be no less than thirty (30) days following the date on which service of the notice is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be ~~and serve owner(s) with a copy of same after first giving notice of its intent to do so 30 days after the date of receipt of said notice sent by certified mail as specified in this Ordinance~~.

(B.) Institute a civil action in the Circuit Court of Jefferson County against the ~~real property owner(s)~~Owner for the delinquent registry fees, reimbursable costs, and reasonable attorney fees and court costs incurred relative to the civil action.

(~~2~~4) A registry fee paid shall be refunded if, on timely appeal, ~~the Board's decision~~Staff's determination requiring registration as a Vacant ~~Structure~~Building is reversed.

(~~f~~h) Removal from Registry. ~~It shall be the obligation of the owner(s) of a Vacant Structure to notify the Staff in writing once the Vacant Structure has been~~In the event a Building in the Vacant Buildings Registry becomes lawfully occupied or is removed from the ~~premises~~subject real property, the Owner of the Building is required to provide to the Vacant Buildings Official a written notice explaining the situation, together with evidence thereof (such as a copy of a lease of the property, photographs of demolition, etc.), and requesting removal of the Building from the Vacant Buildings Registry. Upon Staff's verification of lawful occupation or removal of the Building, the Building shall be removed from the Vacant Buildings Registry ~~and provide written verification to the Staff on a form available at City Hall~~. In the event Staff is unable to verify lawful occupation or removal of the Building, the Vacant Buildings Official shall notify the Owner of the Building in writing by Certified Mail or Alternative Means that Staff has determined that it is unable to verify lawful occupation or removal of the Building and that the Building shall continue to be considered a Vacant Building and remain registered in the Vacant Buildings Registry. ~~It shall be the obligation of the owner(s) of Registered Vacant Property to provide like notice and verification once it has been put to routine use and activity.~~

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.04 ~~INSPECTION OF VACANT PROPERTIES AND~~ MAINTENANCE OF VACANT ~~STRUCTURES~~BUILDINGS.

~~(a) Maintenance of Vacant Properties Registry. The Code Official shall investigate Vacant Properties and Vacant Structures and as applicable advise the Board on cases requiring action by the Board. Violations of the Nuisance Code (Article 1101 of the City Code of Ordinances) may be referred for proceedings thereunder.~~

~~(b) Inspection. Upon identification of a Vacant Property or Vacant Building, the Code Official is charged with the responsibility of inspecting the real property within the City to determine whether the real property violates the applicable Building Codes of the City. The Code Official shall have the right of entry on any Vacant Property and any Vacant Structure for the purposes of making inspections under this Ordinance but, unless emergency circumstances dictate otherwise, shall make reasonable efforts to notify persons in possession of the property prior to entry, and may also avail himself/herself of an administrative search warrant from the municipal judge when appropriate.~~

~~(c) Uninhabitability Criteria. A structure is uninhabitable, if, in the determination of the Code Official:~~

~~(1) It is dangerous to the life, health, property or safety of the public or the occupants of the structure because:~~

~~A. It does not provide minimum safeguards to protect or warn occupants in the event of a fire;~~

B. It contains any equipment (including without limitation, any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, or other equipment) that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the structure; or

C. It is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that partial or complete collapse is possible;

(2) It is occupied by more persons than permitted under the IPMC, or it was erected, altered or occupied contrary to law;

(3) It is in disrepair or lacks maintenance, is unsanitary, is vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitation or heating facilities, or other essential equipment required by the IPMC;

(4) The location of the structure constitutes a hazard to the occupants of the structure or to the public; or

(5) It has any or all of the conditions or defects described below:

A. Any door, aisle, passageway, stairway, exit, or other means of egress that does not conform to the Building Code as related to the requirements for existing buildings;

B. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress;

C. Any portion of the structure has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism, or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

D. Any portion of the structure, or any member, appurtenance, or ornamentation on the exterior thereof, is not of sufficient strength or stability, or is not so anchored, attached, or fastened into place, so as to be capable of resisting natural or artificial loads of one and one-half the original designed value;

E. The structure, or part of the structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

F. The structure, or any portion thereof, is clearly unsafe for its use and occupancy;

G. The structure is neglected, damaged, dilapidated, unsecured, or abandoned so as to become an attractive nuisance to children who might play in the structure to their danger, or so as to become a harbor for vagrants, criminals, or immoral persons,

or so as to enable persons to resort to the building or structure for committing a nuisance or an unlawful act;

H. The structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such structure provided by the Building Code, or any other applicable law or ordinance, to such an extent as to present wither a substantial risk of fire, building collapse, or any other threat to life and safety;

I. The structure, if used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction of arrangement, inadequate light, ventilation, or mechanical or plumbing system, or otherwise, is unsanitary or in a condition that is likely to cause sickness or disease;

J. The structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system, or other cause is a threat to life or health; or

K. Any portion of the structure remains on a site after the partial demolition or destruction of the remainder of the structure, or the structure is abandoned so as to constitute the structure or a portion thereof as an attractive nuisance or hazard to the public.

(d) Further Uninhabitability Considerations. The following shall be considered in any determination of uninhabitability:

(1) No structure shall be determined Uninhabitable unless it violates a provision of the Building Code.

(2) All determinations shall be made with due consideration of the ordinary expected lawful use of the subject structure (for example, a garage for vehicles would not be expected to contain sanitary facilities).

(3) Structures under active construction or ongoing renovations, as evidenced by a valid and current and actively pursued building permit, shall not be deemed Uninhabitable merely due to conditions that will be rectified by such construction or renovation.

(e) Determination of Code Official. If the Code Official determines the property is Uninhabitable and violates the Building Code, then:

(1) The Code Official shall post a written notice on the property using forms provided by the Board, which shall include:

A. An explanation of the violation(s);

B. A description of the registration process as set forth in §1759.03 of this Ordinance;

C. The date the fee will be assessed;

D. An explanation of how to be removed from the registration;

E. An explanation of the appeals process; and

F. A statement that if the fee is not paid, then the property is subject to forfeiture.

(2) Within five (5) business days of the inspection and the posting of the property with the notice described above, and by a placard easily visible from the curb, the Code Official shall, by certified mail, send a copy of the notice that was posted to the owner(s) of the property at the last known address according to the county property tax records.

(3) Within forty-five (45) days of receipt of the notification by the owner(s), the property owner must:

A. Obtain the required building permit(s) and complete any repairs to the property that violate the Building Code; or

B. Provide written information to the Code Official, demonstrating to the Code Official's satisfaction, that repairs will be forthcoming in a reasonable period of time. Such showing must include a timely application for necessary building permits and active progress under any permit that has been issued.

(4) After the repairs are made, the owner may request a re-inspection of the property to ensure compliance with the Building Code. If the Code Official finds the violations are fixed, the owner is not subject to the registration and no fee will be incurred.

(5) The Code Official may re-inspect the property at any time to determine where in the process the repairs fall.

(6) Within ninety (90) days of the receipt of the notification by the owner(s), the property owner has the right to appeal the decision of the Code Official to the Vacant Structures Board.

(7) If an appeal is not filed within ninety (90) days, the property is registered and the fee assessed to the owner(s) on the date specified in the notice. The notice of the fee shall be recorded in the Office of the Clerk of the County Commission of Jefferson County.

(8) If the Board affirms the registration and assessment of the registration fee, the property owner has the right to appeal the decision of the Board to the Circuit Court of Jefferson County within thirty days of the decision. Any decision not timely appealed will become final and the property will be registered and the fee assessed on the date specified in the notice.

(9) A fee assessed under this section shall be recorded in the same manner as a lien is recorded in the Office of the Clerk of the County Commission of Jefferson County.

(10) If the fee is paid subsequent to recordation, then the City shall record a release of the fee in the said Clerk's office.

~~(11) If an owner fails to pay the fee, then the Code Official shall annually post the written notice on the property and send the written notice to the owner(s) or registered resident agent by certified mail.(12) If a registration fee remains delinquent for two (2) years from the date it was placed on record in the Office of the Clerk of the Jefferson County Commission, the City may take action to receive the subject property by means of forfeiture. Should the City take the steps necessary to receive the subject property, the City then becomes the owner of record and takes the property subject to all senior liens and real and personal property taxes.~~

~~(12) If a registration fee remains delinquent for two (2) years from the date it was placed on record in the Office of the Clerk of the Jefferson County Commission, the City may take action to receive the subject property by means of forfeiture. Should the City take the steps necessary to receive the subject property, the City then becomes the owner of record and takes the property subject to all senior liens and real and personal property taxes.~~

(a) Required Maintenance. The Owner of a Vacant Building is required to maintain the Vacant Building in accordance with all applicable provisions of the Building Code and so as not to constitute a public nuisance prohibited by Article 1101 of the Codified Ordinances.

(b) Enforcement. In the event an Owner fails to maintain a Vacant Building as required by Section 1759.04(a) as determined by the Vacant Buildings Official, the Vacant Buildings Official may notify the Owner of the Vacant Building in writing by Certified Mail or Alternative Means of Service of such determination and the specifics of the identified failure and that the City may elect to take specified actions, which may include repairs, maintenance, and/or demolition, at the Owner's cost to bring the Vacant Building into compliance with the Building Code and/or eliminate the public nuisance, as the case may be, if the Owner does not take and complete the specified actions within a specified number of days following the date on which service of the notice is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be, which number of days shall be determined by the Vacant Buildings Official considering the urgency for the action in light of the potential harm to public health, safety, and welfare due to the condition of the Vacant Building. If the Owner fails to take and complete the specified actions within the number of days specified in such notice, the City may, in its discretion and notwithstanding any provision of Article 1101 or Article 1705 of the Codified Ordinances to the contrary, thereafter take such actions and the Owner shall be responsible for the costs of such actions, as well as all related legal and administrative costs incurred by the City. The City may bring a civil action against the Owner to collect all such costs.

(c) Alternative Enforcement. Nothing in this Section 1759.04 shall be considered to affect or limit the City's authority or actions to enforce any other provisions of the Codified Ordinances pertaining to a Vacant Building or its condition, including without limitation provisions of Articles 1101 and 1705.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.05 ~~UNINHABITABLE STATUS; CORRECTIVE ACTIONS~~APPEALS.

~~(a) Vacant and Uninhabitable Structures Declared a Public Nuisance. Structures that are both vacant and uninhabitable are hereby declared Public Nuisances within the meaning of Article 1101 of this Code, provided however, that the provisions of Article 1101 notwithstanding, where it is reasonable and feasible to do so, the Board may Order that corrective action in regard to such structures may be taken under this Article, and further provided, that as an alternative to the corrective actions authorized by this Article, the Board may refer any such property for abatement action by the City Manager and City Council under Article 1101.~~

~~(b) Orders of the Board. All orders issued by the Board shall be served in accord with the West Virginia Rules of Civil Procedure, Rule 4, governing service of process of civil actions and posted in a conspicuous place on the subject property.~~

~~(c) Building Permits. No building permit shall be issued or renewed with respect to any real property on the Registry of Uninhabitable Properties unless the work authorized by the contemplated building permit will timely rectify all property violations. Provided however, that this Section will not prevent the Board from entering into written agreements including but not limited to setting benchmarks for work progress with the property owner, as a condition precedent for the issuance of a permit for remediation, provided that such agreement will further the City's objective for obtaining compliance with this Article. Such agreements are permitted to be administratively issued by Staff for any structure which is on the Vacant Properties Registry.~~

~~(d) Owner's Injunctive Relief from Enforcement. An owner(s) subject to any order requiring corrective action may apply to the Circuit Court of Jefferson County for a temporary injunction retraining the enforcement of the Board's order pending final disposition of the cause.~~An Owner adversely affected by a determination made pursuant to this Article (excepting a determination regarding a request for exemption from registration made pursuant to Section 1759.03(f)) may appeal such determination to City Council by filing with the City Clerk a written notice of appeal within thirty (30) days of the date on which service of the notice of the subject determination is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be, after which 30 day period the right to an appeal shall expire. The decision of City Council on any such appeal, as well as a determination by City Council regarding a request for exemption from registration made pursuant to Section 1759.03(f), may be appealed by an Owner to the Circuit Court of Jefferson County within thirty (30) days of the Owner's receipt of the subject decision or determination, after which 30-day period the right to an appeal shall expire.

(Ord. 2023- XXX. Passed XX-XX-XX.)

~~1759.06 ENFORCEMENT OF CORRECTIVE ACTION~~

(a) Remediation by City. If specified corrective actions have not been completed within the time specified in an order of corrective action, the City may have the required corrective actions performed and assess the costs thereof against the owner(s).

(1) After having required corrective actions performed, the City shall serve the real property owner with written notice summarizing all costs and expenses incurred with respect to such actions, which amounts the real property owner shall reimburse to the City.

(2) The City shall have a lien against the subject real property for an amount that reflects all costs incurred by the City for repairing, altering or improving, or vacating and closing, removing or demolishing any dwelling or building. The City may perfect said lien by filing notice of same in the Office of the County Commission of Jefferson County. A copy of the filed notice of lien shall be sent by Certified Mail to the real property owner.

(3) The City may institute a civil action in the Circuit Court of Jefferson County against the owner and/or other responsible party for all costs and expenses incurred by the City with respect to the subject property, including reasonable attorney fees and court costs incurred in the prosecution of the civil action.

(4) Not less than ten (10) days prior to instituting a civil action as provided in this section, the Code Official shall send notice to the Owner by certified mail, return receipt requested, advising the Owner of the Code Official's intention to institute such action.

(5) The notice shall be sent to the most recent address of the Owner in the Office of the Tax Assessor of Jefferson County. If, for any reason, such certified mail is returned without evidence of proper receipt thereof, then in such event, the Code Official shall cause a Class III-0 legal advertisement to be published in a newspaper of general circulation in Jefferson County and post notice on the front door or other conspicuous location on the subject property.

(6) If any Owner desires to contest any demand brought forth pursuant to this section, the Owner may seek relief in the Circuit Court of Jefferson County within thirty (30) days of the order or notice of demand.

(b) Joint Owners. Each person possessing an ownership interest in real property, whether as joint tenants, tenants in common, or as otherwise defined in this ordinance, shall be jointly and severally liable for all fees and obligations provided for in this article.

(c) General Penalty. Each day for which a violation of any provision of this Ordinance exists shall constitute a separate offense subject to a fine for each first offense of $100.00, for each second offense, $200.00 and for each third and subsequent repeat offense $500.00. Any penalty imposed for a violation of this Article shall constitute a lien against all real estate owned by the person(s) fined in favor of the City of Charles Town, together with a lien for all costs and attorney fees incurred in the enforcement of such lien. Such penalties are exclusive of any registry fees that may have been assessed.

(d) Notices. All notices of violations and orders issued under this Article which are not otherwise specifically provided for in this article shall be Served in accordance with the

~~laws of West Virginia concerning service of process in civil actions and shall be Served on the owner(s), posted on the subject real estate in a conspicuous place and subject to recordation in the Office of the Clerk of the County Commission of Jefferson County among the land books and shall have the effect of a Notice of Lis Pendens against said real estate.~~

~~1759.07 USE OF REGISTRY FEES.~~

~~All registry fees assessed under Section 1759.03 or Section 1759.04 shall, when collected, be deposited in a separate account and be used for only the following purposes, as City Council shall determine from time to time:~~

~~(a) To improve public safety efforts, especially for police and fire personnel, who most often contend with dangerous situations manifested in Vacant Properties;~~

~~(b) To monitor and administer this Article; and~~

~~(c) To repair, close or demolish Vacant Structures and Vacant Properties as authorized by this Article.~~

1759.0~~8~~6 SCHEDULE OF REGISTRY FEES.

(a) Voluntary Registry Fee. The following voluntary registry fee, as specified for the type of Building at issue based upon its use when last occupied, shall be charged upon the voluntary registration of a Vacant Building pursuant to Section 1759.03(d) as provided in Section 1759.03(g)(1)~~The registration fees for Vacant Properties and Vacant Structures will be charged each year and are as follows~~:

(1) ~~Less than one year~~Residential Building: $~~100~~250

(2) ~~One year, an additional~~Non-Residential Building: $200~~500~~~~(3) Two years, an additional: $400~~

~~(4) Three years, an additional: $600~~

~~(5) Four years, an additional: $800~~

~~(6) Five years, an additional: $1600~~

~~(7) Plus, an additional $1,000 per year for each year thereafter.~~

(b) ~~Involuntarily Registration. Any vacant property existing upon the registry, and not voluntarily registered pursuant to Article 1759.03(b), will be subject to registration fees each year in accordance with the schedule above, with the exception of the initial fee, which shall be assessed at twice the rate.~~Involuntary Registry Fee. The following involuntary registry fee, as specified for the type of Building at issue based upon its use when last occupied, shall be charged upon the involuntary registration of a Vacant Building pursuant to Section 1759.03(e) as provided in Section 1759.03(g)(2):

(1) Residential Building: $500

(2) Non-Residential Building: $1,000

(c) In addition to the above registration fees, there shall be added the following fees for uninhabitable vacant structures, which will be charged each year in the amounts as follows:Use of Registry Fees. All registry fees assessed under this Article shall, when collected, be deposited in a separate account and be used for only the following purposes, as City Council shall determine from time to time:

(1) Less than 200 days: $0To improve public safety efforts, especially for police and fire personnel, who most often contend with dangerous situations manifested in Vacant Buildings; and

(2) More than 200 days: $2,000To monitor and administer this Article.

(3) One year, an additional: $4,000

(4) Plus, an additional $2,000 per year for each year thereafter.

(d) Provided however, that if within forty-five days of the receipt of notification, as described above under 1759.04(e)(3), the property owner works in good faith and a reasonably timely fashion, as determined by the Code Official, said fees may be waived, however, failure to comply, or failure to achieve reasonable progress, thereafter will result in the immediate reinstatement of all applicable fees.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.07 SEVERABILITY.

If any provision of this Article is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.08 TRANSITION PROVISIONS.

All registry fees, fines, penalties, liens, notices, letters, communications, orders, remedies, or other enforcement actions assessed, charged, imposed, placed, filed, issued, or otherwise instituted or taken under any prior version of this Article shall remain fully effective and enforceable notwithstanding the revision of this Article and nothing herein shall be deemed to modify, negate, limit, or otherwise affect such items.

(Ord. 2023- XXX. Passed XX-XX-XX.)

ARTICLE 1759
Vacant Buildings

1759.01 Purpose and scope.

1759.02 Definitions.

1759.03 Registration of vacant buildings; enforcement.

1759.04 Maintenance of vacant buildings.

1759.05 Appeals.

1759.06 Schedule of registry fees.

1759.07 Severability.

1759.08 Transition Provisions.

1759.01 PURPOSE AND SCOPE.

This Article is enacted pursuant to W. V. Code Chapter 8, Article 12, Section 16c for the purpose of ensuring that each Vacant Building in the City is properly monitored and maintained so as to provide for public health, safety, and welfare, including being safe for entry by police officers, fire fighters, and other emergency personnel in times of emergency. This article provides for registration and inspection of Vacant Buildings.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.02 DEFINITIONS.

When used in this article, the following capitalized words and phrases shall have the meanings indicated:

(a) "Alternative Means of Service" means, when service of notice or process under this Article is required to be made by Certified Mail but cannot be obtained, service of the notice or process by all of the following: (i) regular U.S. mail addressed as specified in subsections (i) or (ii) of the definition of Certified Mail; (ii) publication as a Class II legal advertisement (as defined in W. Va. Code § 59-3-2); and (iii) posting on the front door or other conspicuous location on the subject Building. Service of notice or process by Alternative Means of Service shall be deemed made on the third (3rd) day following the earliest date on which such mailing, publishing, and posting have all occurred.

(b) "Building" means a structure having a roof supported by walls or columns that stands more or less permanently in one place and is utilized or intended for the shelter, housing, or enclosure of persons, animals, or personal property.

(c) "Building Code" means, collectively, the West Virginia State Fire Code, as adopted by the City under Article 1511 of the Codified Ordinances, and the West Virginia State Building Code, as adopted and amended by the City under Article 1705 of the Codified Ordinances.

(d) "Certified Mail" means U.S. certified mail, return receipt requested, addressed to: (i) in all cases except where a Non-resident Owner has designated a Local Agent pursuant to Section 1759.03(c) of this Article, the name and last known address of the Owner according to the records of the Jefferson County Tax Office; and (ii) in the case where a Non-resident Owner has designated a Local Agent pursuant to Section 1759.03(c) of this Article, the name and address of the designated Local Agent. Service of notice or process by Certified Mail shall be deemed made upon delivery, as evidenced by the return receipt.

(e) "Non-resident Owner" means an Owner of a Vacant Building whose legal residence is outside the State of West Virginia.

(f) "Owner" means a person who individually or jointly with others:

(1) Has legal title to the property, with or without actual possession of the property;

(2) Has charge, care or control of the property as owner or agent of the owner;

(3) Is an executor, administrator, trustee, or guardian of the estate of the owner;

(4) Is the agent of the owner for the purpose of managing, controlling, or collecting rents; or

(5) Is entitled to control or direct the management or disposition of the property.

(g) "Staff" means the Vacant Buildings Official and any of his or her staff or other City employees to which the Vacant Buildings Official delegates duties.

(h) "Vacant Building" means any residential Building that has not been occupied lawfully as a residence, or any non-residential Building that has not been occupied lawfully for its ordinary expected use, during the immediately preceding six (6) consecutive months or, in the case of seasonal Buildings, such as vacation homes, one (1) year.

(1) Occupancy will be determined by the status and use of the utilities, property condition, and similar factors, including, but not limited to, the following:

(A) A Building shall not be considered occupied merely due to entry for purposes not consistent with its ordinary expected use.

(B) A Building that is unsecured and occupied by one or more unauthorized persons shall not be considered occupied lawfully for purposes of the above definition.

(2) Notwithstanding anything to the contrary above, the following shall not be considered a Vacant Building:

(A) A new Building under construction while a building permit for the construction is issued, the work is proceeding on schedule with appropriate inspection requests, and the permit is unexpired.

(B) A Building owned or then actively leased by an individual in active-duty service with the United States Armed Forces while stationed or deployed at a location in excess of one hundred (100) miles from the Building. The Vacant Buildings Official may require a copy of orders or other satisfactory evidence of such situation.

(3) When this Article refers to a Vacant Building with respect to filing a lien thereon, or registering the same in the Vacant Buildings Registry, or otherwise as the context requires, such reference shall include the real property upon which the Vacant Building is located.

(i) "Vacant Buildings Official" means the City Building Official designated under Article 1705 of the Codified Ordinances.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.03 REGISTRATION OF VACANT BUILDINGS; ENFORCEMENT.

(a) Registry. There shall be established and maintained a Vacant Buildings Registry, in which all Vacant Buildings in the City shall be registered.

(b) Notice of Requirement to Register. Prior to the last day of April in each year, the Vacant Buildings Official shall cause a Notice of Requirement to Register to be published as a Class II legal advertisement (as defined in W. Va. Code § 59-3-2) and mailed by regular U.S. mail to: the name and address of the Owner, as appearing in the Vacant Buildings Registry, of each Vacant Building then registered in such registry; and the name and last known address of the Owner, according to the records of the Jefferson County Tax Office, of each Building that Staff has determined to be, or reasonably suspects to be, a Vacant Building. The Notice of Requirement to Register shall provide notice that: (i) the Owner of any Vacant Building within the City is required to register that Vacant Building in the Vacant Buildings Registry by submission of a completed Vacant Building Registration no later than the first day of July in the subject year; (ii) upon the initial registration of a Vacant Building in such registry, or in the event of re-registration of a Vacant Building that previously was registered but later removed from the registry, payment of a registry fee in the specified applicable amount must accompany submission of the Vacant Building Registration; (iii) in the event that a Vacant Building Registration is not timely submitted with respect to a Building then or subsequently determined to be a Vacant Building pursuant to Section 1759.03(e), such Vacant Building shall be involuntary registered pursuant to Section 1759.03(e) and the Owner of the Vacant Building shall be charged a registry fee in the specified applicable amount whether or not the subject Vacant Building is then registered in the Vacant Buildings Registry pursuant to registration in a prior year; (iv) if any applicable registry fee is not timely paid, the City may bring a civil action against the Owner to collect such registry fee and/or file a lien against the subject real property for

the amount of such registry fee; and (v) a Non-resident Owner of a Vacant Building is required to designate a Local Agent to accept service of process and certain notices on behalf of the Non-Resident Owner. Publication of the Notice of Requirement to Register shall state where a person may obtain a blank Vacant Building Registration, and a blank Vacant Building Registration shall be sent with any mailed Notice of Requirement to Register.

(1) Neither the failure of the Vacant Buildings Official to mail a Notice of Requirement to Register to any Owner of a Vacant Building nor the non-receipt of a Notice of Requirement to Register by any Owner of a Vacant Building will relieve the Owner of the requirements under this Article.

(c) Non-resident Owners. Each Non-resident Owner is required to provide to the Vacant Buildings Official signed and notarized document designating the name and address of a person who resides within the State of West Virginia and who the Non-resident Owner authorizes to accept service of process and notices of fees due under this section on behalf of the Non-resident Owner and who is designated as the Non-resident Owner's responsible agent for the purposes of receipt of notification in the event of an emergency affecting the public health, safety, or welfare (a "Local Agent"). Once provided, such document shall remain in effect until cancelled in writing by the Owner; *provided that*, the Owner shall be responsible for notifying the Vacant Buildings Official of any changes in the name or address of a Local Agent. Failure to provide such document by July 1 of the first year following enactment of this Article in which a Non-resident Owner owns a Vacant Building is a violation of this Ordinance subject to the General Penalty fine specified in Section 101.99 of the Codified Ordinances. Any provision herein requiring notice to or service upon an Owner shall be satisfied by notice to or service upon the Owner's designated Local Agent.

(d) Voluntary Registration. By July 1 of each year, the Owner of any Vacant Building within the City is required to register the Vacant Building in the Vacant Building Registry by submitting a completed Vacant Building Registration to the Vacant Buildings Official. A Vacant Building Registration will not be considered effective unless and until any registry fees required under Section 1759.03(g) are received by the Vacant Buildings Official.

(e) Involuntary Registration. Staff shall investigate any Building that is suspected to be a Vacant Building and determine whether it shall be considered a Vacant Building. Upon Staff's determination that a Building is a Vacant Building, Staff shall: (i) set forth in a written statement its findings supporting the determination; (ii) place the Owner of such Vacant Building on the list of persons to receive Notice of Requirement to Register pursuant to Section 1759.03(b); (iii) notify the Owner of the Vacant Building in writing by Certified Mail or Alternative Means of Service of Staff's determination that the Building is a Vacant Building that the Owner must register in the City's Vacant Buildings Registry by submission of a completed Vacant Building Registration by the following July 1, after which the City will involuntarily register the Vacant Building, with all applicable fees due; and (iv) in the event the Owner fails to register the Vacant Building by timely submitting a completed Vacant Building Registration, involuntarily register the Vacant Building in the Vacant Building Registry and assess against the Owner any registry fees required under

Section 1759.03(g) whether or not the subject Vacant Building is then registered in the Vacant Buildings Registry pursuant to voluntary or involuntary registration in a prior year.

(f) Exemption from Registration. The Owner of a Vacant Building may submit in writing to the Vacant Buildings Official, for presentation to and consideration by City Council, a request for exemption from registration of such Vacant Building in the Vacant Buildings Registry due to inability to occupy the Building for a period stated and for reasons stated in the request. Upon a finding of good cause shown, City Council may exempt the Building from registration for a time specified in City Council's decision. Examples of circumstances when good cause for an exemption may exist include when the Vacant Building is being actively marketed for sale following the Owner's move to other property, or when the Vacant Building is being offered for lease following a prior tenant's vacation of the property.

(g) Registry Fees.

(1) The voluntary registry fee set forth in Section 1759.06(a) for the applicable type of Building shall be assessed to the Owner of a Vacant Building upon its initial voluntary registration by the Owner and also in the instance that the Vacant Building is voluntarily re-registered in the Vacant Buildings Registry after previously having been registered and later removed from such registry. Thereafter, the voluntary registry fee shall not be further assessed for so long as the Owner continues to voluntarily register the Vacant Building annually. The voluntary registry fee shall be submitted with the Owner's submission of the Vacant Building Registration by which the Vacant Building is first registered (or first re-registered in the case of a prior registration and removal from the registry) and due at that time.

(2) The involuntary registry fee set forth in Section 1759.06(b) for the applicable type of Building shall be assessed to the Owner of a Vacant Building in each year that it is involuntarily registered pursuant to Section 1759.03(e). In addition to the involuntary registry fee, the Owner shall reimburse the City for all its costs incurred in notifying the Owner of Staff's determination of Vacant Building status and of the registry fee due. The Owner shall be notified in writing of the involuntary registry fee due, together with all costs reimbursable to the City hereunder, by Certified Mail or Alternative Means of Service, which amounts are due when service of the notice is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be.

(3) The City may take the following actions in order to collect any registry fees and costs reimbursable to the City that are not paid in full within thirty (30) days of when due:

(A) After providing the Owner the notice specified below, file in the Office of the Clerk of the County Commission of Jefferson County a lien against the Vacant Building for the full amount of the delinquent registry fees and reimbursable costs, plus filing fees. Prior to filing such lien, the Vacant Buildings Official shall notify the Owner of the Vacant Building in writing by Certified Mail or Alternative Means of Service that the City may file said lien unless all delinquent amounts are paid by a date stated in the notice, which stated date shall be no less than thirty (30) days following the date

on which service of the notice is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be.

(B) Institute a civil action in the Circuit Court of Jefferson County against the Owner for the delinquent registry fees, reimbursable costs, and reasonable attorney fees and court costs incurred relative to the civil action.

(4) A registry fee paid shall be refunded if, on timely appeal, Staff's determination requiring registration as a Vacant Building is reversed.

(h) Removal from Registry. In the event a Building in the Vacant Buildings Registry becomes lawfully occupied or is removed from the subject real property, the Owner of the Building is required to provide to the Vacant Buildings Official a written notice explaining the situation, together with evidence thereof (such as a copy of a lease of the property, photographs of demolition, etc.), and requesting removal of the Building from the Vacant Buildings Registry. Upon Staff's verification of lawful occupation or removal of the Building, the Building shall be removed from the Vacant Buildings Registry. In the event Staff is unable to verify lawful occupation or removal of the Building, the Vacant Buildings Official shall notify the Owner of the Building in writing by Certified Mail or Alternative Means that Staff has determined that it is unable to verify lawful occupation or removal of the Building and that the Building shall continue to be considered a Vacant Building and remain registered in the Vacant Buildings Registry.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.04 MAINTENANCE OF VACANT BUILDINGS.

(a) Required Maintenance. The Owner of a Vacant Building is required to maintain the Vacant Building in accordance with all applicable provisions of the Building Code and so as not to constitute a public nuisance prohibited by Article 1101 of the Codified Ordinances.

(b) Enforcement. In the event an Owner fails to maintain a Vacant Building as required by Section 1759.04(a) as determined by the Vacant Buildings Official, the Vacant Buildings Official may notify the Owner of the Vacant Building in writing by Certified Mail or Alternative Means of Service of such determination and the specifics of the identified failure and that the City may elect to take specified actions, which may include repairs, maintenance, and/or demolition, at the Owner's cost to bring the Vacant Building into compliance with the Building Code and/or eliminate the public nuisance, as the case may be, if the Owner does not take and complete the specified actions within a specified number of days following the date on which service of the notice is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be, which number of days shall be determined by the Vacant Buildings Official considering the urgency for the action in light of the potential harm to public health, safety, and welfare due to the condition of the Vacant Building. If the Owner fails to take and complete the specified actions within the number of days specified in such notice, the City may, in its discretion and notwithstanding any provision of Article 1101 or Article 1705 of the Codified Ordinances to the contrary,

thereafter take such actions and the Owner shall be responsible for the costs of such actions, as well as all related legal and administrative costs incurred by the City. The City may bring a civil action against the Owner to collect all such costs.

(c) Alternative Enforcement. Nothing in this Section 1759.04 shall be considered to affect or limit the City's authority or actions to enforce any other provisions of the Codified Ordinances pertaining to a Vacant Building or its condition, including without limitation provisions of Articles 1101 and 1705.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.05 APPEALS.

An Owner adversely affected by a determination made pursuant to this Article (excepting a determination regarding a request for exemption from registration made pursuant to Section 1759.03(f)) may appeal such determination to City Council by filing with the City Clerk a written notice of appeal within thirty (30) days of the date on which service of the notice of the subject determination is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be, after which 30 day period the right to an appeal shall expire. The decision of City Council on any such appeal, as well as a determination by City Council regarding a request for exemption from registration made pursuant to Section 1759.03(f), may be appealed by an Owner to the Circuit Court of Jefferson County within thirty (30) days of the Owner's receipt of the subject decision or determination, after which 30-day period the right to an appeal shall expire.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.06 SCHEDULE OF REGISTRY FEES.

(a) Voluntary Registry Fee. The following voluntary registry fee, as specified for the type of Building at issue based upon its use when last occupied, shall be charged upon the voluntary registration of a Vacant Building pursuant to Section 1759.03(d) as provided in Section 1759.03(g)(1):

(1) Residential Building: $250

(2) Non-Residential Building: $500

(b) Involuntary Registry Fee. The following involuntary registry fee, as specified for the type of Building at issue based upon its use when last occupied, shall be charged upon the involuntary registration of a Vacant Building pursuant to Section 1759.03(e) as provided in Section 1759.03(g)(2):

(1) Residential Building: $500

(2) Non-Residential Building: $1,000

(c) Use of Registry Fees. All registry fees assessed under this Article shall, when collected, be deposited in a separate account and be used for only the following purposes, as City Council shall determine from time to time:

(1) To improve public safety efforts, especially for police and fire personnel, who most often contend with dangerous situations manifested in Vacant Buildings; and

(2) To monitor and administer this Article.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.07 SEVERABILITY.

If any provision of this Article is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable.

(Ord. 2023- XXX. Passed XX-XX-XX.)

1759.08 TRANSITION PROVISIONS.

All registry fees, fines, penalties, liens, notices, letters, communications, orders, remedies, or other enforcement actions assessed, charged, imposed, placed, filed, issued, or otherwise instituted or taken under any prior version of this Article shall remain fully effective and enforceable notwithstanding the revision of this Article and nothing herein shall be deemed to modify, negate, limit, or otherwise affect such items.

(Ord. 2023- XXX. Passed XX-XX-XX.)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-725 Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System.

Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System.

ATTACHMENTS:

- Resolution to Become Participating Employer of the WV MPFRS.pdf
- Chapter 8 Municipal Corporations.pdf
- Letter Outligning MPFRS Requirements.pdf
- Consolidated Public Retirement Board Plan Statistics.pdf

West Virginia
Consolidated Public Retirement Board (CPRB)
601 57th Street SE, Suite 5
Charleston, WV 25304
304-558-3570 or 800-654-4406
www.wvretirement.com

Municipal Police Officers and Firefighters Retirement System (MPFRS)

Municipal Police Officer Resolution

Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System
For
MUNICIPAL POLICE OFFICERS

The following Resolution was duly made and lawfully passed by the majority vote of the governing city council of

(municipality) City of Charles Town, West Virginia

on the 21st day of August, 20 23.

BE IT RESOLVED that (municipality) City of Charles Town, West Virginia does hereby elect to join the Municipal Police Officers and Firefighters Retirement System pursuant to Chapter 8, Article 22A, Sections 28 and 33a of the West Virginia Code, and thereby will include all its municipal police officers who are eligible for membership in the Municipal Police Officers and Firefighters Retirement System. This municipality hereby agrees to pay its employer contributions and withhold applicable tax-deferred employee contributions monthly and remit same to the Municipal Police Officers and Firefighters Retirement System no later than fifteen (15) days following the end of each calendar month. This municipality understands that if contributions are delinquent, the employer will be required to pay the actuarial rate of interest lost, on the total employee and employer contributions per day, with a minimum charge of fifty dollars. This municipality further understands that once it becomes a participating employer of the Municipal Police Officers and Firefighters Retirement System, the municipality may not withdraw from participation in the retirement system without express statutory authority.

This Resolution shall become effective on the first day of the month following receipt of this Resolution with all other required documentation and following acceptance of this Resolution by the Consolidated Public Retirement Board.

It is the duty of the Mayor of each municipality electing to become a participating public employer in the Municipal Police Officers and Firefighters Retirement System to certify this Resolution to the West Virginia Consolidated Public Retirement Board within ten (10) days following the vote of its city council.

I, Robert M. Trainor, Mayor of (municipality) City of Charles Town, West Virginia do hereby certify that this Resolution and accompanying documentation are true and correct. Further, I acknowledge that I am aware of the provisions of Chapter 8, Article 22A of the West Virginia Code.

Signature of Mayor

(304) 724-3254
Phone Number

101 East Washington Street, Charles Town, WV 25414
Municipality Address

All municipalities MUST attach a copy of the minutes from the Board meeting that reflects the majority vote.

Note: Separate resolutions are required for municipal police officers and municipal paid professional firefighters.

View §8-22A-33A in new website

CHAPTER 8. MUNICIPAL CORPORATIONS.

ARTICLE 22A. WEST VIRGINIA MUNICIPAL POLICE OFFICERS AND FIREFIGHTERS RETIREMENT SYSTEM.

§8-22A-33a. Second special authorization for municipal police or firefighters hired after July 1, 2015.

(a) Notwithstanding any provision of this code to the contrary, any municipality or municipal subdivision that employs individuals as members of paid police departments or paid fire departments and whose current police officers or firefighters are participating in the Public Employees Retirement System may elect, as provided in same manner as provided in §8-22A-28(a) of this code, to become a participating public employer in the plan and thereby include its police officers and firefighters in the membership of the plan subject to the restrictions provided in this section.

(b) The municipality or municipal subdivision may elect to include only police officers or firefighters who have been hired on or after July 1, 2015, to become members of the plan. Police officers or firefighters hired before July 1, 2015, will remain members of the Public Employees Retirement System.

(c) The municipality or municipal subdivision must make its election on or prior to July 1, 2025.

(d) Once a municipality or municipal subdivision makes its election to become a participating public employer pursuant to this section, all police officers or firefighters hired by the municipality or municipal subdivision after the date of election shall be members of the plan: *Provided*, That police officers or firefighters hired by the municipality or municipal subdivision on or after July 1, 2015, who are members of the Public Employees Retirement System, may choose to become a member of the plan by notifying the municipality or municipal subdivision on a form provided by the Consolidated Public Retirement Board: *Provided, however*, That he or she make this decision within ninety days of the municipality or municipal subdivision's decision to participate in the plan. A municipality or municipal subdivision making an election to become a participating public employer pursuant to this section that has hired any police officer or firefighter on or after July 1, 2015, shall notify each police officer or firefighter hired on or after July 1, 2015, of its election to become a participating public employer within thirty days of making the election. This notice shall include instructions as to how a police officer or firefighter may make notification to the municipality or municipal subdivision of his or her decision to become a member in the plan. The municipality or municipal subdivision shall notify the Consolidated Public Retirement Board in writing of any police officer or firefighter hired after July 1, 2015, who has decided to become a member of the plan and terminate his or her membership in the Public Employees Retirement System within thirty days of notification by the police officer or firefighter on forms provided by the Consolidated Public Retirement System.

(e) Notwithstanding any other provision of the code to the contrary, any police officer or firefighter hired by a participating public employer on or after July 1, 2015, who chooses pursuant to this section to be a member of the plan, shall be a member of the plan upon acceptance by the Consolidated Public Retirement Board of the notification by the municipality required by this section.

(1) The Consolidated Public Retirement Board shall transfer assets and service credit earned on or after July 1, 2015, from the Public Employees Retirement System Trust Fund into the West Virginia Municipal Police Officers and Firefighters Retirement Fund for those police officers or firefighters who elect to be a member of the plan and were members in the Public Employees Retirement System no later than sixty days from receipt of notification by the municipality or municipal subdivision of the police officer or firefighter's election to become a member. The amount of service credit recognized by the plan for the transferring employees shall be the service credit transferred and recognized by the Public Employees Retirement System.

(2) The amount of assets to be transferred for each police officer or firefighter shall be computed as of the actuarial valuation date preceding the notification to the Consolidated Public Retirement Board by the municipality or municipal subdivision of the police officer or firefighter's election to become a member and updated with seven and one-half percent annual interest to the date of the actual asset transfer. For purposes of this section, the actuarial valuation date is the most recent actuarial valuation of the Public Employees Retirement System approved by the Consolidated Public Retirement Board. The market value of the assets of the transferring employees in the Public Employees Retirement System shall be determined as of the end of the month preceding the actual transfer. To determine the computation of the asset share to be transferred, the Consolidated Public Retirement Board shall:

(A) Compute the market value of the Public Employees Retirement System assets using the actuarial valuation date;

(B) Compute the actuarial accrued liabilities for all Public Employees Retirement System retirees, beneficiaries, disabled retirees and terminated inactive members using the actuarial valuation date:

(C) Compute the market value of active member assets in the Public Retirement System as of the actuarial valuation date by reducing the assets value under paragraph (A) of this subdivision by the inactive liabilities under paragraph (B) of this subdivision;

(D) Compute the actuarial accrued liability for all active Public Employees Retirement System members using the actuarial valuation date immediately preceding the computation date;

(E) Compute the funded percentage of the active members' actuarial accrued liabilities under the Public Employees Retirement System as of the actuarial valuation date by dividing the active members' market value of assets under paragraph (C) of this subdivision by the active members' actuarial accrued liabilities under paragraph (D) of this subsection;

(F) Compute the actuarial accrued liabilities under the Public Employees Retirement System as of the actuarial valuation date for active employees transferring to the plan;

(G) Determine the assets to be transferred from the Public Employees Retirement System to the plan by multiplying the active members' funded percentage determined under paragraph (E) of this subdivision by the transferring active members' actuarial accrued liabilities under the Public Employees Retirement System under paragraph (F) of this subdivision and adjusting the asset transfer amount by interest at seven and five-tenths percent for the period from the calculation date of July 1 through the first day of the month in which the asset transfer is to be completed.

(3) Any police officer or firefighter who elects to become a member of the plan must also pay to the plan a four percent contribution no later than June 30, 2027. The contribution shall be calculated as four percent of the member's total earnings for which assets are transferred, plus interest of seven and one-half percent accumulated from the date of the police officer's or firefighter's initial participation in the Public Employees Retirement System through the calculation date. Installment payments may be made over no more than a twenty-four month period plus seven and one-half percent interest shall accrue on the outstanding balance due from the calculation date until paid in full.

(4) Once an employee transfers from the Public Employees Retirement System to the plan, the Public Employees Retirement System shall bar any further liability and said transfer will constitute an agreement whereby the transferring employee forever indemnifies and holds harmless the Public Employees Retirement System from providing him or her any form of retirement benefit whatsoever until that employee obtains other employment which would make him or her eligible to reenter the Public Employees Retirement System with no credit whatsoever for the amounts transferred to the plan.

June 8, 2023

Mayor Bob Trainor
City of Charles Town Police Department
101 East Washington Street
Charles Town, WV 25414

Re: Participation in the WV Municipal Police Officers and Firefighters Retirement System

Dear Mayor Trainor:

Thank you for your interest in joining the West Virginia Municipal Police Officers and Firefighters Retirement System (MPFRS). Pursuant to the provisions of WV Code §8-22A-33a, any municipality or municipal subdivision that employs individuals as members of a paid police or a paid fire department and who are participating in the Public Employees Retirement System (PERS) may by a majority vote of its city council, elect to become a participating public employer and thereby include its police officers and/or firefighters in the membership of MPFRS. Municipalities can choose to pass resolutions for police officers and/or firefighters, but if choosing both, separate resolutions must be passed.

Before electing to join MPFRS, please be aware of the following:

- Once a municipality or municipal subdivision has elected to join MPFRS, it is not permitted, in the absence of statutory authority, to withdraw from the system.

- Covered employment means employment as a full-time municipal police officer or firefighter and the active performance of the duties required of that employment (WV Code §8-22A-2(i)). Full-time employment means permanent employment of an employee by a participating municipality in a position which normally requires twelve months per year service and requires at least one thousand forty hours (1,040) per year service in that position. (WV Code §8-22A-2(r)).

    - All employees hired into full-time, covered employment after the date the employer begins participating in MPFRS, MUST participate in MPFRS. (WV Code §8-22A-6).

    - All employees hired into full-time, covered employment between July 1, 2015, and the date the municipality passed the resolution, may elect, within 90 days of the municipality's decision, to become a member of MPFRS. Any police officer or firefighter who makes this election must pay to the plan an additional 4.0% contribution plus 7.5% interest by June 30, 2027.

    - All employees hired into full-time, covered employment before July 1, 2015, will remain in PERS.

- The employer contribution rate is an amount determined by the Board, currently 8.5% of the employee's gross compensation. The Board may increase the employer contribution rate to no more than 10.5% of the employee's gross compensation to ensure actuarially sound funding for the plan.

- The current employee contribution rate is 8.5% of the employee's gross compensation. Should the plan fall below 70% funded, the employee contribution rate will be increased to 10.5% until 75% funding level is achieved. At no time may the rate of employee contribution exceed the rate of the employer contribution. (WV Code § 8-22A-8). Employee contributions paid to MPFRS must be remitted on a tax deferred basis.

- State law requires these sums to be paid to MPFRS no later than fifteen (15) days following the end of the calendar month being reported. (WV Code §8-22A-8(b)). If contributions are delinquent, the employer will be required to pay the actuarial rate of interest lost, which is currently 7.25%, on the total employee and employer contribution per day with a minimum charge of fifty dollars.

I have enclosed a copy of the Laws and Rules of the WV Consolidated Public Retirement Board (CPRB), a copy of the HB 2026, Resolutions for both Municipal Police Officers and Municipal Paid Professional Firefighters, brochures for MPFRS and a Participating Employer Information form. Please note that the Resolution(s) must be completed and returned to our office along with the completed Employer Information Form within ten (10) days of passage. For additional information regarding, MPFRS, you may also want to visit our web site at www.wvretirement.com.

Please note that if your agency becomes an MPFRS participating employer, your employees may be eligibility for insurance coverage under the Public Employees' Insurance Agency (PEIA) upon retirement. It is imperative that you contact PEIA to discuss the employer's obligation for retiree insurance coverage. You can reach PEIA toll free, at 888-680-7342.

Should you have any questions relating to this matter, please do not hesitate to contact me.

Sincerely,

Consolidated Public Retirement Board (CPRB) Plan Statistics

As of 7/1/2022	Public Employees (PERS)		Teachers' Defined Benefit (TRS)		Teachers' Defined Contribution (TDC)	State Police (Plan A)	State Police (Plan B)	Judges' System (JRS)		Deputy Sheriffs' (DSRS)	Emergency Medical Services (EMSRS)	Municipal Police & Firefighters (MPFRS)	Natural Resources Police Officers (NRPORS)	
	Tier I	Tier II	Tier I	Tier II				Tier I	Tier II					
Year Implemented	1961	2015	1941	2015	1991	1935	1994	1949	2005	1998	2008	2010	2021	
Active Members	20,322	14,630	21,662	13,209	2,430	3	590	17	64	1,085	637	602	115	
Retirees	29,398	7	37,097	0	596	743	119	57	0	517	154	1	7	
Covered by Soc. Sec.	Yes		Yes		Yes	No	No	Yes		Yes	Yes	Unknown	Yes	
Out of State Svc. Credit	Yes		Yes		No	No	No	No		No	No	No	No	
% of Employer Contributions/ARC	9.00%		Per Actuary (NC+UAAL) 21.60% FY2023		7.50%	Per Actuary (NC+UAAL) 0.10% FY 2023	20.0% of Base Pay	Per Actuary (NC+UAAL) $797,000 FY2023		13.0% + Fees (0.65% fees FY2023)	9.50%	8.50%	12.00%	
% of Employee Contributions	4.50%	6.00%	6.00%		4.50%	9.00%	12% of Base Pay	7.00%		8.50%	8.50%	8.50%	9.50%	
Unfunded Accrued Liability (UAL)	$95,150,000		$2,500,492,000		N/A	$39,151,000	$45,525,000	($150,991,000)		$39,063,000	($2,993,000)	($7,778,000)	$2,907,000	
% Funded	98.8%		78.4%		N/A	95.1%	86.4%	239.5%		88.4%	102.7%	140.1%	90.3%	
Normal Retirement	Age 60 and 5 years of service **or** age 55 and age plus service equals 80	Age 62 and 10 years of service	Age 60 and 5 years of service **or** age 55 and 30 years **or** any age and 35 years	Age 62 and 10 years of service	Age 55 and 12 years of service	25 years of service **or** age 50 and 20 years **or** age 62 and 10 years	Age 50 and 25 years of service **or** age 52 and 20 years **or** age 62 and 10 years	24 years of service **or** age 65 and 16 years		Age 50 and age plus service equals 70 **or** age 60 and 5 years or, if not working, age 62 and 5 years	Age 50 and age plus service equals 70 **or** age 60 and 10 years **or** age 62 and 5 years	Age 50 and age plus service equals 70 **or** age 60 and 10 years **or** age 62 and 5 years	Age 55 and age plus service equals 70 **or** age 55 and 15 years **or**, if not working, age 62 and 10 years	
Retirement Benefits	(2.0% of FAS) x (Years of Service)		(2.0% of FAS) x (Years of Service)		Vested assets in both EE & ER contributions and net earnings	5.5% of total salary earned as employee	(3.00% of FAS) x (Years of Service)	75% of current salary of sitting judges	75% of FAS	(2.50% of FAS) x (Years of Service)	· 2.75% of FAS for 1-20 yrs of svc. · 2.0% of FAS for 21-25 yrs of svc. · 1.5% of FAS for yrs over 25 with max of 90%	· 2.75% of FAS for 1-20 yrs of svc. · 2.0% of FAS for 21-25 yrs of svc. · 1.5% of FAS for yrs over 25 with max of 90%	Retirements effective on **or** before 7/1/2025 (2.250% of FAS) x (Years of Service)	Retirements effective on **or** after 8/1/2025 (2.50% of FAS) x (Years of Service)
Final Average Salary (FAS)	36 highest consecutive months out of last 15 years of earnings	60 highest consecutive months out of last 15 years of earnings	5 highest plan years out of last 15 years of earnings		Vesting: 33.33% at 6 years 66.67% at 9 years 100% at 12 years	N/A	5 highest calendar years out of last 10 years of service	N/A	36 highest consecutive months	5 highest consecutive plan years out of the last 10 years of earnings	5 highest consecutive plan years out of last 10 years of earnings	5 highest consecutive plan years out of last 10 years of earnings	5 highest consecutive plan years out of the last 10 years of earnings	
COLA	No		No		No	3.75%	1.00%	No		No	No	No	No	
Credit for Military Service	Yes - Credit for up to 5 years	Yes - May purchase up to 5 years	Yes - Credit for up to 10 years or 25% of total service	Yes - May purchase up to 5 years	Service under USERRA only	Yes - Credit for up to 5 years after 20 years of service	Yes - Credit for up to 5 years after 20 years of service	Yes - Credit for up to 5 years		Yes - Credit for up to 5 years	Yes - Credit for up to 5 years	Yes - Credit for up to 2 years. May purchase 1 additional year.	Yes - Credit for up to 5 years	
Disability Benefits	Yes - After 10 years of service for non-work related disability		Yes - After 10 years of service or 5 years of service for student violence		Yes - No minimum service	Any Age & Any Service	Any Age & Any Service	Yes - After 10 years of service or age 65 with 6 years		Any Age & Any Service	Yes - After 10 years of service for non-duty disability	Yes - After 10 years of service for non-duty disability	Yes - After 10 years of service for non-duty disability	
Interest Rate Assumption	7.25%		7.25%		N/A	7.25%	7.25%	7.25%		7.25%	7.25%	7.25%	7.25%	
Projected Amortization	by 6/30/2035		by 6/30/2034		N/A	by 6/30/2027	by 6/30/2029	N/A		by 6/30/2029	N/A	N/A	by 6/30/2051	

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-726: Locust Hill/CTUB Property Transfer

Locust Hill/CTUB Property Transfer

ATTACHMENTS:

- LHUOA letter.pdf
- DEED BOOK (968-712)1-3.pdf
- Parcel C Plat - Enlarged.pdf

Charles Town
Utility Board

661 S. George Street, Suite 101 Charles Town, WV 25414
Phone: (304) 725-2316 ♦ Fax: (304) 725-7150 ♦ Web: www.ctubwv.com

UTILITY BOARD

INTERIM CHAIRMAN
City of Charles Town Mayor Bob Trainor

VICE CHAIRMAN
City of Ranson Mayor Duke Pierson

TREASURER
Thomas Stocks

SECRETARY
Ashley Stottlemyer

Board Member Jefferson Whitten

Board Member Heidi Parker

UTILITY MANAGER
Kristen Stolipher

August 16, 2023

To: Charles Town City Council

From: Kristen Stolipher, Utility Manager

Re: Tuscawilla Utilities, Parcel C, 0.226-acre parcel

In March 2023, the City of Charles Town (City) received a request from the Locust Hill Unit Owner's Association (LHUOA) for an evaluation of a City-owned parcel located in Locust Hill near the intersection of Saint Andrews Drive and Sheridan Drive. The subject 0.226-acre parcel was conveyed to the City through the acquisition of Tuscawilla Utilities in 2002.

During a site visit in March 2023, the LHUOA described trespassing issues into the Locust Hill Subdivision through the parcel from adjacent properties. As such, the LHUOA requested that either the City and/or the Charles Town Utility Board (CTUB) address the trespassing issues or if the partial is no longer required by the City or CTUB, that it be conveyed to the LHUOA.

The Charles Town Utility Board staff has since reviewed the LHUOA request as well as the property use and deed. This review verified that there are no CTUB related utility assets on the subject parcel nor does it provide any current or future utility value to CTUB. A legal recommendation deemed that it is within the City's authority to convey the subject parcel, via quit-claim deed, if there were no current utility assets on the property or future utility related uses.

As it does not appear that the parcel is a buildable parcel or of value to an outside entity, CTUB recommends that the subject parcel be conveyed in fee simple to the LHUOA.

Should you have any questions, please do not hesitate to contact me.

Regards,

Kristen Stolipher

Utility Manager

THIS DEED, made this 27th day of December, 2002, by and between **TUSCAWILLA UTILITIES, INC.**, party of the first part and hereinafter referred to as Grantor and **CITY OF CHARLES TOWN,** party of the second part and hereinafter referred to as Grantee.

WITNESSETH: That for and in valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto said Grantee, with general warranty of title, free and clear of all monetary liens and encumbrances, in fee simple, all of those certain parcels of real estate, with improvements thereon, situate in the Charles Town Magisterial District, Jefferson County, West Virginia and being more particularly bound and described as follows:

PARCEL A: BEING all of that certain 6.62 acres bounded and described in a plat made by A. G. Hooper, Jr., Land Surveyor, dated February 12, 1980, as follows, to wit: Beginning at a point (1) a post, said point being the northwest corner of Lot 59 (see plat Book 2, at Page 353 for a description of lots 22-69), thence along platted lots of Tuscawilla Utilities , S. 20-24 W. 1453.6 feet to a post (2); thence N. 63-0 W. 30.0 feet to an iron pin (3); thence along the line of Harris and Kusner, N. 20-24 E. 945 feet to (4); thence N. 79-04 W. 457 feet to (5) and N. 11-59 E. 500 feet along the line of fence to a post in N. 11-59 E. 500 feet along the line of fence to a post in the line of Francis Packett Todd; thence with the same and a line fence S. 78-24 E. 560.03 feet to the point of beginning. LESS AND EXCEPTING THEREFROM Merger Parcel B containing 0.279 acres conveyed by Tuscawilla Utilities, Inc. to Tuscawilla West Corporation, by deed dated August 27, 1991, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 691, at Page 606.

PARCEL B: Being all of Merger Parcel A containing 2.821 acres as the same is designated and described on a plat made by Appalachian Surveys, Inc. dated May, 1991, entitled "Plat of Survey Showing Proposed Merger Parcels A, B & C", said plat being recorded in the aforesaid Clerk's Office in Plat Book 10, at Page 48.

PARCEL C: Being all of a 0.226 acre triangular parcel of Tuscawilla West, said triangular parcel lying north of Unit 64, as both are designated and described on a plat entitled "DP1-DP8 & Lots 48-64 and Residue B" made by Appalachian Surveys, Inc. dated August, 1990, said plat being recorded in the aforesaid Clerk's Office in Plat Book 9, at Page 69A-D.

TOGETHER WITH all easements as more particularly shown on a plat entitled "Utility Easements for Locust Hill" made by Appalachian Surveys, Inc. dated December 9, 1993, and recorded in the aforesaid Clerk's Office in Plat Book 12 at Page 9.

There is included in this conveyance, but not limited thereto as hereinafter set forth below, the following easements and agreements:

A. An easement over Lot 48, Tuscawilla Hills, from A. G. Hooper, Jr., Inc. dated November 26, 1973, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 368, at Page 391.

B. An easement over Lot 189, Tuscawilla Hills, from Shenandoah Development Corporation dated March 10, 1977, and recorded in said Clerk's Office in Deed Book 421, at Page 239

C. An easement over Lot 179, Tuscawilla Hills, from Shenandoah Development Corporation dated May 19, 1977, and recorded in said Clerk's Office in Deed Book 423, at Page 700.

D. A lease agreement entered into with Shenandoah Development Corporation, dated May 1, 1981, and recorded in said Clerk's Office in Deed Book 484, at Page 334.

E. An easement over Lot 160, Tuscawilla Hills, from Shenandoah Development Corporation dated June 12, 1981, and recorded in said Clerk's Office in Deed Book 486, at Page 337.

F. An easement over a 1.09 acre parcel from Shenandoah Development Corporation dated March 2, 1982, and recorded in said Clerk's Office in Deed Book 498, at Page 685.

G. An easement over a 1.13 acre parcel from the County Commission of Jefferson County, West Virginia, and Oakridge Associates dated February 22, 1984 and recorded in said Clerk's Office in Deed Book 522, at Page 115.

H. An easement fro Tuscawilla West Corporation dated July 12, 1990, and recorded in said Clerk's Office in Deed Book 662, at Page 311.

I. An easement from Tuscawilla West Corporation dated October 17, 1990 and recorded in said Clerk's Office in Deed Book 669, at Page 239.

J. An easement from Tuscawilla West Corporation dated October 17, 1990 and recorded in said Clerk's Office in Deed Book 673, at Page 716.

K. All those rights of ways, easements, etc. conveyed in Paragraph C, of that certain deed from Shenandoah Development Corporation dated April 4, 1980 and recorded in said Clerk's Office in Deed Book 470 at Page 252.

FURTHER, TOGETHER WITH all rights of way, easements, water lines, sewer lines and irrigation lines, including all pipes and equipment contained therein, now or hereinafter installed in the Tuscawilla Hills and Locust Hills Subdivisions and Locust Hill Links Golf Course, it being the intent to convey in its entirety the entire sewer and water systems located in the Tuscawilla Hills and Locust Hills Subdivisions and Locust Hill Links Golf Course, together with a right of way and easement wherein necessary over all utility easements or rights of way reserved by Shenandoah Development Corporation and Tuscawilla Utilities, Inc. in deeds to lots in said subdivisions, including the right for ingress and egress from said utility lines for the purpose of installing, maintaining, repairing or replacing the same.

PARCEL A BEING a portion of the same real estate that was conveyed to the Grantor herein by Shenandoah Development Corporation, by deed dated the 4th day of April, 1980, and recorded in the aforesaid Clerk's Office in Deed Book 470 at Page 252.

PARCEL B BEING a portion of the same real estate that was conveyed to the Grantor herein by Tuscawilla West Corporation, by deed dated the 27th day of August, 1991, and recorded in the aforesaid Clerk's Office in Deed Book 691 at Page 610;

PARCEL C BEING a portion of the same real estate that was conveyed to the Grantor herein by Tuscawilla West Corporation, by

deed dated the 18th day of October, 1990, and recorded in the aforesaid Clerk's Office in Deed Book 673 at Page 714;

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to certain license agreements and other easements of record.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned Grantor does hereby certify that the document to which this declaration is attached is a transfer to a political subdivision in the state of West Virginia and is therefore exempt from the West Virginia Excise Tax on the transfer of real property.

WITNESS the following signature and seal.

TUSCAWILLA UTILITIES INC.

BY: _____ (SEAL)
A. G. Hooper, Jr., President

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this 30th day of December, 2002, by A. G. Hooper, Jr., President of Tuscawilla Utilities, Inc. on behalf of the corporation.

Commission expiration date and seal:

OFFICIAL SEAL
Notary Public, State Of West Virginia
CHRISTIANA J. LOWRY
826 New York Avenue
Martinsburg, WV 25401
My Commission Expires August 22, 2011

Aug 22, 2011

_____
NOTARY PUBLIC

This document was prepared by James B. Crawford, III of CRAWFORD & KELLER PLLC, Liberty & George Streets P.O. Box 266, Charles Town, West Virginia 25414.

JEFFERSON COUNTY, WV
FILED
December 30, 2002 16:46:36

JOHN E. OTT
COUNTY CLERK
TRANSACTION NO: 2002029620

BOOK OF DEEDS
Book: 00968 Page: 00712


Storm Drain & Utility Esmt. (see Inset below)
1099.47' total
60
0.362 Ac.
61
0.344 Ac.
62
0.362 Ac.
63
0.362 Ac.
64
0.374 Ac.
Tuscawilla Utilities Inc. 0.226 Acre
205.46'
DRIVE
50' R/W
(2.002 Acs. total)
653.18' total
51
0.355 Ac.
50
0.424 Ac.
49
0.389 Ac.
48
0.379 Ac.
47
Utility Parcel 0.102 Acre
S40°46'12"W
57.69'
(Exist.)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Referral
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-718: Request for two (2) Handicap Parking Spaces at the entrance of 110 N. George Street.

The Jefferson County Sheriff's Office, on behalf of Sheriff Tom Hansen, as well as, Circuit Clerk Tina Renner, and Chief Bailiff Jesse Jones, request the creation of two (2) handicap parking spaces near the entrance of 110 N George St, Charles Town WV 25414, further known as Jefferson County Magistrate Court.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-750: Payment of Bills - August 21, 2023

ATTACHMENTS:

- CAPITAL RESERVE COUNCIL REPORT 2023 8 21.pdf
- GENERAL FUND COUNCIL REPORT 2023 8 21.pdf
- PARKS & REC COUNCIL REPORT 2023 08 21.pdf

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WEST VIRGINIA DIVISION OF HIGHWAYS	8/18/23	AUGUSTINE AVE	CAPITAL RESERVE	CULTURE & RECREATION	140,000.00
				TOTAL:	140,000.00

FUND TOTALS		
200	CAPITAL RESERVE	140,000.00
	GRAND TOTAL:	140,000.00

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: 8/18/2023 THRU 8/18/2023

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
10-42 TACTICAL LLC	8/18/23	WALLETT BADGES&SHIRT BADGE	GENERAL FUND	POLICE DEPARTMENT	127.50
	8/18/23	WALLETT BADGES&SHIRT BADGE	GENERAL FUND	POLICE DEPARTMENT	127.50
	8/18/23	WALLETT BADGES&SHIRT BADGE	GENERAL FUND	POLICE DEPARTMENT	255.00
	8/18/23	WALLETT BADGES&SHIRT BADGE	GENERAL FUND	POLICE DEPARTMENT	162.80
	8/18/23	WALLETT BADGES&SHIRT BADGE	GENERAL FUND	POLICE DEPARTMENT	162.80
	8/18/23	WALLETT BADGES&SHIRT BADGE	GENERAL FUND	POLICE DEPARTMENT	10.00
				TOTAL:	845.60
AFRICAN AMERICAN COMMUNITY ASSOC OF JE	8/18/23	ARPA FUND REQ. AMPHITHEATE	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	69,500.00
				TOTAL:	69,500.00
CHERYL PETERSON	8/18/23	SHIPPING FEES PROB INSPECT	GENERAL FUND	ENFORCEMENT AGENCY	69.62
				TOTAL:	69.62
CINTAS	8/18/23	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	194.33
	8/18/23	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	196.73
				TOTAL:	391.06
COMCAST CORPORATION	8/18/23	CITY HALL INTERNET 8/9-9/8	GENERAL FUND	CITY HALL	250.39
	8/18/23	661 INTERNET SERV 8/3-9/2/	GENERAL FUND	POLICE DEPARTMENT	305.35
	8/18/23	661 XFINITY SER 8/7/23-9/6	GENERAL FUND	POLICE DEPARTMENT	10.47
				TOTAL:	566.21
COMMUNITY MARKETS INC	8/18/23	ARPA FUND REQ.REFRIDGE TRA	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	10,000.00
				TOTAL:	10,000.00
CREAMERS AUTO SERVICE CENTER, LLC	8/18/23	CAR#27 OIL CHANGE	GENERAL FUND	POLICE DEPARTMENT	85.83
				TOTAL:	85.83
CHARLES TOWN UTILITY BOARD	8/18/23	661 WATER DELIVERY 7/21/23	GENERAL FUND	POLICE DEPARTMENT	87.99
				TOTAL:	87.99
DAZZLE ENTERTAINMENT	8/18/23	NATIONAL NIGHT OUT-FACE PA	GENERAL FUND	POLICE DEPARTMENT	300.00
				TOTAL:	300.00
DELAINE ENGLEBERT	8/18/23	REIMB-CHERYLS PROB INSPECT	GENERAL FUND	ENFORCEMENT AGENCY	75.00
				TOTAL:	75.00
JONATHAN DESARNO	8/18/23	50% TUITION REIM-CJU510	GENERAL FUND	POLICE DEPARTMENT	975.00
				TOTAL:	975.00
BOLYARD ENTERPRISES	8/18/23	CH,CWH,PD WINDOW CLEAN 8/3	GENERAL FUND	NON-DEPARTMENTAL	720.00
	8/18/23	CH,CWH,PD WINDOW CLEAN 8/3	GENERAL FUND	NON-DEPARTMENTAL	40.00
	8/18/23	CH,CWH,PD WINDOW CLEAN 8/3	GENERAL FUND	NON-DEPARTMENTAL	250.00
	8/18/23	CH,CWH,PD WINDOW CLEAN 8/3	GENERAL FUND	STREETS & HIGHWAYS	1,070.00
	8/18/23	CH,CWH,PD WINDOW CLEAN 8/3	GENERAL FUND	STREETS & HIGHWAYS	40.00
				TOTAL:	2,120.00
EXECUTIVE EMERGENCY LIGHTING LLC	8/18/23	CAR#28- ARM REST KIT	GENERAL FUND	POLICE DEPARTMENT	205.00
				TOTAL:	205.00
FIRST-CITIZENS BANK & TRUST CO	8/18/23	3RD FLOOR COPIER RENTAL AU	GENERAL FUND	CITY HALL	110.00
	8/18/23	3RD FLOOR COPIER RENTAL AU	GENERAL FUND	CITY HALL	22.95
				TOTAL:	132.95
FRONTIER, INC.	8/18/23	CITY&PD PHONE SERV 8/4-9/3	GENERAL FUND	CITY HALL	1,492.58

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/18/23	PD FAXLINE 8/7/23-9/6/23	GENERAL FUND	POLICE DEPARTMENT	139.35
	8/18/23	CITY&PD PHONE SERV 8/4-9/3	GENERAL FUND	POLICE DEPARTMENT	1,492.57
				TOTAL:	3,124.50
FRONTIER COMMUNICATIONS CORP	8/18/23	661 PD PHONE SER 8/10-9/9	GENERAL FUND	POLICE DEPARTMENT	1,160.21
				TOTAL:	1,160.21
GUY'S GMC TRUCK, INC	8/18/23	CAR#4 REMOTE PROGRAMMING	GENERAL FUND	POLICE DEPARTMENT	95.00
				TOTAL:	95.00
J.C. KUNKLE & ASSOCIATES, A.C., INC.	8/18/23	2022 CWH LANDLORD T/B ANAL	GENERAL FUND	TREASURER'S OFFICE	1,200.00
				TOTAL:	1,200.00
JEFFERSON COUNTY COMMISSION	8/18/23	CWH FY24 AMBULANCE FEES	GENERAL FUND	NON-DEPARTMENTAL	90.00
	8/18/23	CITY HALL FY24 AMBULANCE F	GENERAL FUND	CITY HALL	200.00
	8/18/23	ROUSS HALL FY24 AMBULANCE	GENERAL FUND	OTHER BUILDINGS	90.00
				TOTAL:	380.00
JEFFERSON COUNTY HISTORICAL SOCIETY	8/18/23	ARPA FUND REQ	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	2,500.00
				TOTAL:	2,500.00
JEFFERSON COUNTY EMERGENCY COMMUNICATI	8/18/23	CAD MOBILE DATA 5/6/23-6/5	GENERAL FUND	POLICE DEPARTMENT	404.74
	8/18/23	CAD MOBILE DATA 5/6/23-6/5	GENERAL FUND	POLICE DEPARTMENT	33.00
	8/18/23	CAD MOBILE DATA 5/6/23-6/5	GENERAL FUND	POLICE DEPARTMENT	29.84
				TOTAL:	467.58
JEFFERSON COUNTY COMMISSION	8/18/23	661 GEORGE ST FY24 AMB FEE	GENERAL FUND	POLICE DEPARTMENT	200.00
				TOTAL:	200.00
JEFFERSON PUBLISHING COMPANY, INC.	8/18/23	7/26 DIRECTOR OF FINANCE J	GENERAL FUND	TREASURER'S OFFICE	173.60
	8/18/23	6/7 NPH STANLEY MARTIN HOM	GENERAL FUND	PLANNING & ZONING	46.14
	8/18/23	7/5 PERMIT TECH JOB POSTIN	GENERAL FUND	PLANNING & ZONING	108.50
	8/18/23	7/5 PT BUILD INSPECT JOB P	GENERAL FUND	PLANNING & ZONING	151.90
	8/18/23	7/12 PERMIT TECH JOB POSTI	GENERAL FUND	PLANNING & ZONING	108.50
	8/18/23	7/12 PT BUILD INSPECT JOB	GENERAL FUND	PLANNING & ZONING	151.90
	8/18/23	7/26 NPH KEVIN SHIPLEY	GENERAL FUND	PLANNING & ZONING	32.34
	8/18/23	8/2 NPH ARCADIA LAND INC	GENERAL FUND	PLANNING & ZONING	31.42
	8/18/23	8/2 NPH- SLD2023-08 ROPER	GENERAL FUND	PLANNING & ZONING	44.30
	8/18/23	8/2 NPH COA 2023-10&2023-1	GENERAL FUND	PLANNING & ZONING	35.10
	8/18/23	7/5 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	8/18/23	7/12 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	8/18/23	7/19 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	8/18/23	7/26 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
				TOTAL:	1,161.70
KABLE EXCAVATING, LLC	8/18/23	PICK UP BRUSH PILES-STORM	GENERAL FUND	STREETS & HIGHWAYS	807.50
	8/18/23	PICK UP BRUSH PILES-STORM	GENERAL FUND	STREETS & HIGHWAYS	807.50
	8/18/23	PICK UP BRUSH PILES-STORM	GENERAL FUND	STREETS & HIGHWAYS	807.50
	8/18/23	PICK UP BRUSH PILES-STORM	GENERAL FUND	STREETS & HIGHWAYS	807.50
				TOTAL:	3,230.00
LINCOLN NATIONAL LIFE INSURANCE COMPAN	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	ECONOMIC DEVELOPMENT	45.04
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	CITY MANAGER'S OFFICE	46.52
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	TREASURER'S OFFICE	86.27
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	CITY CLERK'S OFFICE	37.67
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	ENFORCEMENT AGENCY	45.43

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	BUILDING INSPECTION	70.08
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	PLANNING & ZONING	219.98
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	CITY HALL	0.00
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	PARKING	35.18
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	POLICE DEPARTMENT	862.96
	8/18/23	SEPT 2023 LIFE INS PREMIUM	GENERAL FUND	STREETS & HIGHWAYS	161.56
				TOTAL:	1,610.69
MICHEAL GEORGE	8/18/23	2023WVML CONFERNCE REIMB	GENERAL FUND	CITY COUNCIL	454.26
	8/18/23	2023WVML CONFERNCE REIMB	GENERAL FUND	CITY COUNCIL	450.00
				TOTAL:	904.26
OLD OPERA HOUSE	8/18/23	ARPA FUND REQ. REPLACE HVA	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	100,000.00
				TOTAL:	100,000.00
POTOMAC EDISON COMPANY, INC.	8/18/23	661 ELECTRIC SERV 7/6-8/3/	GENERAL FUND	NON-DEPARTMENTAL	1,095.00
	8/18/23	RH 108N GEORGE SER 6/30-8/	GENERAL FUND	CITY HALL	156.54
	8/18/23	661 ELECTRIC SERV 7/6-8/3/	GENERAL FUND	POLICE DEPARTMENT	2,223.19
				TOTAL:	3,474.73
PURCHASE POWER	8/18/23	POSTAGE REFILL 7/6 & 7/27/	GENERAL FUND	CITY HALL	400.00
				TOTAL:	400.00
SIRCHIE ACQUISTION COMPANY LLC	8/18/23	2EVIDENCE BOX/8 PRINT TECH	GENERAL FUND	POLICE DEPARTMENT	81.94
	8/18/23	2EVIDENCE BOX/8 PRINT TECH	GENERAL FUND	POLICE DEPARTMENT	408.32
	8/18/23	2EVIDENCE BOX/8 PRINT TECH	GENERAL FUND	POLICE DEPARTMENT	110.19
	8/18/23	2EVIDENCE BOX/8 PRINT TECH	GENERAL FUND	POLICE DEPARTMENT	82.46
	8/18/23	2EVIDENCE BOX/8 PRINT TECH	GENERAL FUND	POLICE DEPARTMENT	68.29-
	8/18/23	2EVIDENCE BOX/8 PRINT TECH	GENERAL FUND	POLICE DEPARTMENT	122.40
				TOTAL:	737.02
STAPLES ADVANTAGE	8/18/23	WIRELESS MOUSE/ CARD STOCK	GENERAL FUND	CITY CLERK'S OFFICE	17.14
	8/18/23	STENO BOOK,SORTER,WALL FIL	GENERAL FUND	PLANNING & ZONING	45.82
	8/18/23	WIRELESS MOUSE/ CARD STOCK	GENERAL FUND	CITY HALL	23.02
				TOTAL:	85.98
STEWARTS MENS WEAR	8/18/23	BOWARD/LIPSCOMB UNIFORMS	GENERAL FUND	POLICE DEPARTMENT	385.00
				TOTAL:	385.00
SUSTAINABLE STRATEGIES DC	8/18/23	JULY2023 BASE RETAINER FEE	GENERAL FUND	CITY HALL	2,400.00
				TOTAL:	2,400.00
LYLE C TABB & SONS, INC.	8/18/23	BOX RENTAL FEES JULY 2023	GENERAL FUND	STREETS & HIGHWAYS	8,967.50
				TOTAL:	8,967.50
THE JOURNAL,MARTINSBURG	8/18/23	8/4 FINANCE DIRECTOR JOB P	GENERAL FUND	TREASURER'S OFFICE	128.00
	8/18/23	8/11 FINANCE DIRECTOR JOB	GENERAL FUND	TREASURER'S OFFICE	950.00
	8/18/23	PD POLICE OFFICER JOB POST	GENERAL FUND	POLICE DEPARTMENT	597.65
	8/18/23	PD POLICE OFFICER JOB POST	GENERAL FUND	POLICE DEPARTMENT	435.35
				TOTAL:	2,111.00
TIAA, FSB	8/18/23	2ND FLOOR COPIER RENTAL	GENERAL FUND	CITY HALL	221.15
	8/18/23	2ND FLOOR COPIER RENTAL	GENERAL FUND	CITY HALL	75.09
				TOTAL:	296.24
TRAVELERS	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	NON-DEPARTMENTAL	290.51

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	NON-DEPARTMENTAL	686.39
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	NON-DEPARTMENTAL	85.60
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	NON-DEPARTMENTAL	280.92
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	ECONOMIC DEVELOPMENT	302.63
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	ECONOMIC DEVELOPMENT	714.99
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	ECONOMIC DEVELOPMENT	89.17
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	ECONOMIC DEVELOPMENT	292.63
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	MAYOR'S OFFICE	60.53
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	MAYOR'S OFFICE	143.00
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	MAYOR'S OFFICE	17.83
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	MAYOR'S OFFICE	58.53
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	CITY COUNCIL	193.68
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	CITY COUNCIL	457.60
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	CITY COUNCIL	57.07
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	CITY COUNCIL	187.28
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	CITY MANAGER'S OFFICE	922.89
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	CITY MANAGER'S OFFICE	2,180.45
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	CITY MANAGER'S OFFICE	271.95
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	CITY MANAGER'S OFFICE	892.41
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	TREASURER'S OFFICE	1,049.75
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	TREASURER'S OFFICE	2,480.17
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	TREASURER'S OFFICE	309.33
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	TREASURER'S OFFICE	1,015.08
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	CITY CLERK'S OFFICE	279.75
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	CITY CLERK'S OFFICE	660.94
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	CITY CLERK'S OFFICE	82.43
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	CITY CLERK'S OFFICE	270.51
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	POLICE JUDGE'S OFFICE	154.94
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	POLICE JUDGE'S OFFICE	366.08
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	POLICE JUDGE'S OFFICE	45.66
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	POLICE JUDGE'S OFFICE	149.83
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	ENFORCEMENT AGENCY	236.07
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	ENFORCEMENT AGENCY	557.75
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	ENFORCEMENT AGENCY	69.56
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	ENFORCEMENT AGENCY	228.28
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	BUILDING INSPECTION	357.34
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	BUILDING INSPECTION	844.26
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	BUILDING INSPECTION	105.30
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	BUILDING INSPECTION	345.54
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	PLANNING & ZONING	1,016.83
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	PLANNING & ZONING	2,402.38
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	PLANNING & ZONING	299.63
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	PLANNING & ZONING	983.24
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	CITY HALL	466.77
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	CITY HALL	1,102.81
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	CITY HALL	137.54
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	CITY HALL	451.35
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	PARKING	174.80
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	PARKING	412.98
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	PARKING	51.51
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	PARKING	169.02
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	POLICE DEPARTMENT	6,669.81
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	POLICE DEPARTMENT	15,758.27
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	POLICE DEPARTMENT	1,965.38
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	POLICE DEPARTMENT	6,449.50
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	POLICE-SPECIAL DUTY	118.63

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	POLICE-SPECIAL DUTY	280.28
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	POLICE-SPECIAL DUTY	34.96
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	POLICE-SPECIAL DUTY	114.71
	8/18/23	PROF LIABILITY 8/1/23-8/1/	GENERAL FUND	STREETS & HIGHWAYS	1,132.07
	8/18/23	COMMERCIAL PROP 8/1/23-8/1	GENERAL FUND	STREETS & HIGHWAYS	2,674.65
	8/18/23	UMBRELLA 8/1/23-8/1/24	GENERAL FUND	STREETS & HIGHWAYS	333.58
	8/18/23	AUTOMOBILE 8/1/23-8/1/24	GENERAL FUND	STREETS & HIGHWAYS	1,094.67
				TOTAL:	62,090.00
UNITED WAY OF THE EASTERN PANHANDLE, I	8/18/23	TEEN COURT FEES JULY 2023	GENERAL FUND	NON-DEPARTMENTAL	418.94
				TOTAL:	418.94
VITAL SIGNS PLUS, INC.	8/18/23	50 PUBLIC HEARING SIGNS	GENERAL FUND	PLANNING & ZONING	600.00
	8/18/23	4 ENGRAVED NAME PLATES	GENERAL FUND	POLICE DEPARTMENT	64.00
	8/18/23	4 ENGRAVED NAME PLATES	GENERAL FUND	POLICE DEPARTMENT	95.00
				TOTAL:	759.00
WASTE MANAGEMENT	8/18/23	34N WATER ST TRASH SER 8/2	GENERAL FUND	STREETS & HIGHWAYS	302.87
				TOTAL:	302.87
WENDI L. WATSON	8/18/23	RECORDING FEE 7/25 HEARING	GENERAL FUND	POLICE DEPARTMENT	150.00
				TOTAL:	150.00
WISE GUYS POLICE TRAINING & SERVICES L	8/18/23	LIPSCOMB- RADAR TRAINING	GENERAL FUND	POLICE DEPARTMENT	125.00
				TOTAL:	125.00
WITMER PUBLIC SAFETY GROUP INC	8/18/23	2 FOLDING KNIVES	GENERAL FUND	POLICE DEPARTMENT	260.00
	8/18/23	2 FOLDING KNIVES	GENERAL FUND	POLICE DEPARTMENT	185.06-
				TOTAL:	74.94

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

001	GENERAL FUND	284,166.42
	GRAND TOTAL:	284,166.42

TOTAL PAGES: 5

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: 8/18/2023 THRU 8/18/2023

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	8/18/23	JMP PORTA POTTY SERV	PARKS & REC	PARKS & REC		265.00
					TOTAL:	265.00
CBP ENTERPRISES	8/18/23	JULY23 MOWING EVITTS RUN	PARKS & REC	PARKS & REC		720.00
	8/18/23	JULY23 MOWING HAPPY RETREA	PARKS & REC	PARKS & REC		690.00
	8/18/23	JULY23 MOWING CRAIG HILL	PARKS & REC	PARKS & REC		705.00
	8/18/23	JULY23 MOWING JEFF MEM PAR	PARKS & REC	PARKS & REC		1,185.00
	8/18/23	JULY23 MOWING WILLINGHAM K	PARKS & REC	PARKS & REC		885.00
					TOTAL:	4,185.00
FRONTIER, INC	8/18/23	JMP PHONE SERV AUGUST 2023	PARKS & REC	PARKS & REC		69.79
					TOTAL:	69.79
JOHN DEERE FINANCIAL	8/18/23	50LB BAG GRASS SEED	PARKS & REC	PARKS & REC		123.00
					TOTAL:	123.00
POTOMAC EDISON COMPANY, INC	8/18/23	JMP ELECTRIC SERV JUNE 202	PARKS & REC	PARKS & REC		27.27
	8/18/23	JMP ELECTRIC SERV JUNE 202	PARKS & REC	PARKS & REC		597.00
	8/18/23	JMP ELECTRIC SERV JUNE 202	PARKS & REC	PARKS & REC		5.15
	8/18/23	JMP ELECTRIC SERV JUNE 202	PARKS & REC	PARKS & REC		5.21
	8/18/23	JMP ELECTRIC SERV JUNE 202	PARKS & REC	PARKS & REC		12.28
	8/18/23	JMP MEMORIAL 7/7-8/4	PARKS & REC	PARKS & REC		6.77
					TOTAL:	653.68

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

207	PARKS & REC	5,296.47
	GRAND TOTAL:	5,296.47

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:	8/18/2023 THRU 8/18/2023

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: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-715: BCT Letter Authorizing New Account Signatures.

BCT Letter Authorizing New Account Signatures.

ATTACHMENTS:

- BCT Letter Authorizing new account signers..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

August 10, 2023

MAYOR
Robert M. Trainor

CITY COUNCIL
Elizabeth Ricketts
James Kratovil
Jeff Hynes
Priscilla Rodd
Julie Philabaum
Rikki Twyford
Michael George
Kevin Tester

CITY CLERK
Alissa Meeks

Ms. Victoria Melby
Bank of Charles Town
111 E Washington Street
Charles Town, WV 25414

Dear Ms. Melby:

Please update the authorized signers for the City of Charles Town bank accounts by removing John Barkeley and Jean Petit and adding Julie Philabaum (Charles Town Council) and John Nissel (Charles Town City Manager) to the following accounts:

General Fund Operating – account ending 2792;
Capital Reserve – account ending 2822;
Coal Severance – account ending 2946;
Sales & Use Tax – account ending 3012;
Bond Escrow – account ending 3004;
EPA RLF – account ending 2911; and
American Rescue Plan Funds – account ending 4174

Also please update the authorized signers for the City of Charles Town **Charles Washington Account** by removing Michael Brittingham, Chester Hines, and Daryl Hennessy and adding Jeffery Hines (Charles Town Council), Julie Philabaum (Charles Town Council), and John Nissel (Charles Town City Manager).

Attached to this letter are the Customer Identification Forms and ID for Julie Philabaum and John Nissel.

Alissa Meeks (304.724.3253, ameeks@charlestownwv.us) and Caitlyn Delashmutt (304.724.3247, cdelashmutt@charlestownwv.us) are my points of contact for this matter. Please contact them or me at btrainor@charlestownwv.us if you have any questions of require additional information.

Sincerely,

Robert M. Trainor
Mayor and
City Finance Committee Chairman

Attachment (1): John Nissel Customer Identification Form and ID
Julie Philabaum Customer Identification Form and ID

Copy: ameeks@charlestownwv.us
cdelashmutt@charlestownwv.us

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-736: Signed Letter to WV Alcohol Beverage Control Administration re: Abolitionist Ale Works/Car Show

Signed Letter to WV Alcohol Beverage Control Administration re: Abolitionist Ale Works/Car Show

ATTACHMENTS:

- WV Alcohol Beverage Control - Abolitionist Ale Works.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

MAYOR
Robert M. Trainor

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

CITY CLERK
Alissa Meeks

August 8, 2023

WV Alcohol Beverage Control Administration
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

To Whom It May Concern,

I am writing on behalf of the City of Charles Town to ask that the WV Alcohol Beverage Control Administration approve the Abolitionist Ale Works' request for a one-day permit to host an outdoor beer garden at this year's Charles Town Car Show. The festival takes place in downtown Charles Town and is a major event in the region every year. This event is scheduled for September 2, 2023 and the city agrees to suspend all open container laws an related ordinances in the specified area of the beer garden.

If you have any questions regarding this event or our support for the application from Abolitionist Ale Works, please do not hesitate to contact our Downtown Coordinator, Liz Cook. She can be reached by phone at 304-270-0174, or ecook@charlestownwv.us.

Thank you for your assistance with this request.

Sincerely,

Robert M. Trainor
Mayor

c: Liz Cook, Business Development and Downtown Coordinator
Josh Vance, Abolitionist Ale Works

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-737: CTUB Minutes, July 26, 2023

CTUB Minutes, July 26, 2023

ATTACHMENTS:

- 2023.07.26 UB MINUTES.pdf

Charles Town Utility Board
Regular Board Meeting
July 26, 2023

The Charles Town Utility Board held a regular meeting on July 26, 2023 at 4:00 P.M. Members of the Board present were Robert Trainor, Chairman; Duke Pierson, Vice Chairman; Tommy Stocks, Treasurer, and Heidi Parker, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Robert Rodecker, Legal Counsel; and new County Commission Liaison, Tricia Jackson.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of July 12, 2023 Regular Meeting Minutes

The Chairman called for changes or corrections to the June 12, 2023 regular meeting minutes.

Action: **With no objections from the Board, the minutes were approved as presented.**

PUBLIC COMMENT

The Board received a public comment from Elizabeth Ricketts.

NEW BUSINESS

RK&K – Collection System Project Update

Rhiannon Dodge from RK&K provided an update on the Collection System project. The schedule is still on track as originally drafted, going out to bid by the end of the year. Mrs. Stolipher mentioned the cost estimate should be finalized soon so the Board can review and discuss the funding schedule.

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

John Deere Mini Excavator Purchase and Trade

Mrs. Stolipher provided a quote to purchase a 2023 John Deere 17G Mini Excavator that both the water and sewer departments can utilize. She also mentioned a John Deere 320 Skid Steer would be traded in as part of this transaction leaving the total purchase $29,706.63. The Board had no objections. The Board previously approved the FY2024 Capital Expenditure Fund that included this equipment purchase under the vehicle purchases planned for the year. Mrs. Stolipher stated any future vehicle purchases for FY2024 will be pulled from this expenditure fund and a monthly report will be provided to the Board.

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

GDF – Task Order – WTP Process Solids, Recycle and Sanitary Forcemain Design

Mrs. Stolipher included a GDF Task Order to design, permit and bid the water treatment plant process solids, recycle and sanitary sewer forcemain project. Currently those solids are trucked to the wastewater plant. With the proposed Kings Crossing connection, that could convey the processed water plant solids to the wastewater plant as previously recommended to the Board. Chris Eckenrode from GDF provided a brief overview of the design for the 3-phase project.

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, the Board approved the GDF Task Order not to exceed $43,000.00 for the WTP Process Solids, Recycle and Sanitary Forcemain Design.**

Gannett Fleming – Class Cost of Service Presentation

Greg Herbert from Gannett Fleming presented the class cost of service study results for both water and wastewater. Mr. Herbert reviewed various rate scenarios using different gallon minimums. All the options

move the Charles Town, former Ranson and former PSD rates into one rate structure for both residential and non-residential customers. John Kunkle, CTUB Accountant, was in the audience to answer questions from the Board. Mr. Herbert will draft another schedule to summarize the water and sewer rate changes per option to include rate comparisons with surrounding providers. The Board will take time to review the options and bring back at a later meeting to draft a recommendation for City Council acceptance and approval.

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 the continuing efforts of hydrant repairs and the PSC General Investigation for inspecting fire hydrants. She also thanked staff for the efforts put forth to maintain operations at the wastewater plant after last the storm.

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

Chairman Report

The Chairman had no updates.

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

Mrs. Parker had a question about whether the Halltown Paperboard was going to be converted into a wastewater treatment plant. Mrs. Stolipher mentioned the old Halltown Paperboard facility has a wastewater plant onsite and she had initial discussions with the owner and DEP when the facility closed months ago to connect to the CTUB system. She has not heard anything since that time.

APPROVAL OF BILLS

July 12, 2023

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

INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, August 9, 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 5:28 P.M.

Robert M. Trainor
Chairman

Ashley Stottlemyer
Secretary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 08/21/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-748: Letter of Appreciation to Mr. George C. Rutherford

ATTACHMENTS:

- Letter of Appreciation - Mr. Rutherford.pdf

CITY OF CHARLES TOWN

OFFICE OF THE MAYOR

The Golden Rule City

August 16, 2023

Letter of Appreciation

It is an honor and pleasure to present this Letter of Appreciation to Mr. George C. Rutherford, as one of our community's most courageous and committed citizens; a man who has dedicated his life to the cause of social justice.

Born in 1935, George Rutherford, a native of Charles Town grew up on North Street. He attended the racially segregated Page-Jackson High School and served as a paratrooper in the United States Army's Airborne Division during the Korean War.

Mr. Rutherford earned a Bachelor of Arts degree from Shepherd College, with a double major in biology and secondary education, and he went on to earn his master's degree from Marshall University. George's remarkable professional career includes, Job Corps counselor, teacher, park ranger, finance manager, urban planner, and space utilization specialist.

As president of the Jefferson County NAACP since 1974, Mr. Rutherford has promoted and worked tirelessly for social equality, electoral participation, and the general wellbeing of the African American community. Rutherford was a founding member of the Jefferson County Black History Preservation Society, along with James L. Taylor, Nathaniel Downing Sr., and James A. Tolbert Sr. The Society's work ensured that critical parts of Charles Town's history are preserved – to help us remember our past and inform our future.

George Rutherford has worked his entire life to confront and eliminate the barriers of prejudice and racism that limit achievement and democratic rights for all people. His civic leadership and personal determination exemplify a saying by the great American writer Frederick Douglass: "If there is no struggle, there is no progress."

Charles Town can count itself lucky to have Rutherford as one of our homegrown heroes. So, it is with gratitude and appreciation that we recognize our native son, Mr. George C. Rutherford.

Randy Hilton
Charles Town Mayor
1996 – 2005

Robert M. Trainor
Mayor, City of Charles Town

Peggy Smith
Charles Town Mayor
2005 – 2017