CITY OF CHARLES TOWN

CITY COUNCIL

AGENDA • SEPTEMBER 18, 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

: **2023-850:** City Council Meeting Minutes - September 5, 2023
Sept 5th Council Meeting Minutes.docx

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

6. COMMITTEE REPORTS

: **2023-837:** Charles Town Tree Board

: **2023-840:** Finance Committee
FinanceCommitteeReport_6Sep2023.pdf

: **2023-841:** Personnel Committee

: **2023-842:** Ordinance Committee
Ordinance Meeting Minutes 9_14_23.pdf

7. CITY MANAGER REPORT

: **2023-846:** Potter's Field Update

: **2023-831:** Update - Congress Street and Lawrence Street Intersection Damage

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2023-821:** Public Hearing for Article 1705 West Virginia State Building Code

: **2023-822:** Second Reading on Article 1705 West Virginia Building Code
Article 1705 - WV State Building Code.pdf

: **2023-830:** Public Hearing for Article 1759 Vacant Buildings

: **2023-823:** Second Reading on Article 1759 Vacant Buildings

Article 1759 red-lined(17463035.2 SJDOCS).docx
Article 1759 clean - second reading (17463035.2 SJDOCS).docx

: **2023-829:** City Legal Service Requirements - Possible Executive Session

: **2023-851:** CTUB Proposed NPDES Permit Order - Possible Executive Session

10. NEW BUSINESS

: **2023-827:** Grant Match - Tree Board Request
Tree Board letter to City Council re Demo Grant Request 9.12.23.pdf
Tree Board Ordinance.pdf

: **2023-843:** Conditions of Annexation - Fairview Development
Fairview Resolution.pdf
Exhibit 1 Fairview COA (clean).pdf
Fairview COA Redline.pdf
Select_Committe_on_the_Fairview_Farms__Dailey_Farm_Conditions_of_Annexation.pd
Resolution 2005-15 Conditions of Annexation.pdf
2023-03-23_Fairview_Sketch Plan.pdf

: **2023:844:** Wayfinding Reveal
Support for Final Design of Wayfinding Final.docx
CT support letter.docx

: **2023-848:** CTPD Public Safety Equipment Purchase -
Finance Committee Recommendation to Include in the FY2025 Budget Discussion

11. REFERRALS TO COMMITTEES/COMMISSIONS

12. APPROVAL OF BILLS

: **2023-852 -** Payment of Bills - September 18, 2023
GENERAL FUND COUNCIL REPORT 2023 9 18.pdf
PARKS REC COUNCIL REPORT 2023 09 18.pdf
CW LANDLORD COUNCIL REPORT 2023 9 18.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING - October 2, 2023, 7:00PM

: **2023-824:** YMCA Resolution
2023-011 - A Resolution Supporting the Expansion of the YMCA into Jefferson County.pdf

: **2023-825:** Green Streets, Green Jobs, Green Towns Award Program Chesapeake Funding Award Agreement
Chesapeake Bay Trust Award Agreement.pdf

: **2023-826:** Police Pension Fund Annual Report Signed Certification
Annual Report Memo Signed 9-5-23.pdf

: **2023-828:** Infrastructure Committee Report
City_ Infrastructure Committee Report_ August 2023.pdf

: **2023-845:** Rouss Hall Lease
First Admendment to the Rouss Hall Lease.pdf

: **2023-847:** Charles Town Utility Board Meeting Minutes - August 23, 2023
2023.08.23 CTUB MINUTES.pdf

: **2023-849:** Sheetz Agreement - Signed
Sheetz Agreement - Signed.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: 09/18/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-850: City Council Meeting Minutes - September 5, 2023

ATTACHMENTS:

- Sept 5th Council Meeting Minutes.docx

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • September 5, 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	Absent	

Mr. John Nissel, City Manager; Ms. Alissa Meeks, Community Development Director; Mr. James Newman, City Planner; Ms. Elizabeth Cook, Business Development & Downtown Coordinator; and Chief Chris Kutcher, Charles Town Police Department, were also in attendance.

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

2023-800: City Council Meeting Minutes - August 21, 2023

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

3. PUBLIC COMMENT

Ms. Ann Fern spoke about the Potter's Field burial site at S. Seminary and E. Avis Streets, offering her historical knowledge and expertise to assist in determining proper memorialization of the site.

4. WARD REPORTS

Ward #1

Mr. Kratovil had nothing to report.

Ms. Ricketts reported that:

- the Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) announced that the FY2024 project selection process for the

suballocated federal funds will receive applications beginning on September 15, 2023, through November 1, 2023.

- Martinsburg Police Department will host a Vulnerable Road Users open-house on Thursday, September 7, 2023, from 4:30-6:30PM.
- there will be a tree planting ceremony on September 29, 2023, at Evitts Run Park to commemorate Addiction Awareness Month.
- the Veterans of Foreign Wars (VFW), Post 3522 will host a charity breakfast on Saturday, September 9, 2023, from 7:00-10:00AM to benefit the Martin Robison DeLaney Opportunity Learning Center.
- Jefferson County Commission will hold the second public input session for the Jefferson County Comprehensive Plan on Wednesday, September 13, 2023,.

Ward #2

Mr. Tester had nothing to report.

Mr. Hynes thanked all the Huntfield residents who attended the Charles Town Planning Commission meeting regarding Dan Ryan Builders' (DRB) future construction plans at Huntfield. He also spoke with Ms. Addison Reese of the Jefferson County Historical Society concerning the Gibsontown/Fairview Cemetery and the possible existence of gravesites outside the cemetery area.

Ward #3

Ms. Philabaum had nothing to report.

Ms. Rodd reported that she is pleased with the outcome of the Potter's Field investigation and thanked everyone involved.

Ward #4

Ms. Twyford reported that the 9-11 Remembrance Ride is Saturday, September 9, 2023, and the production of "The Odd Couple" will be performed at the Old Opera House over the next two weekends.

5. MAYOR'S REPORT

Mayor Trainor reported he attended the Charles Town Car Show and appreciated all the hard work that was involved in the planning and execution of the event.

6. COMMITTEE REPORTS

2023-772: Ordinance Committee Meeting Minutes - August 23, 2023

Ms. Twyford reported that the first reading of Article 171- Municipal Court will take place later in the meeting.

2023-780: Infrastructure Committee Meeting - August 28, 2023

Ms. Ricketts reported that the Committee recommends that:

- Council authorize the curb and sidewalk improvement project for all four corners of the W. Congress & S. Lawrence Street Intersection.
- Council authorize the Mayor to sign the $172,445 Chesapeake Trust award agreement for partial funding of the Liberty Street Storm Water project

- Council approve the installation of two handicapped accessible parking spaces in the 100 block of N. George Street

Ms. Ricketts also informed the Council that the construction agreement and check for the City's required match for phase I of the Agustine Trail has been sent to the West Virginia Department of Highways

7. CITY MANAGER REPORT

Mr. Nissel reported that:

- GeoModel recorded and mapped 48 interred bodies at the Potter's Field Graveyard on S. Seminary and E. Avis Streets.
- the Charles Town Car Show was a remarkable success with over 340 cars and 6-7,000 people attending. He thanked everyone involved including Dwayne Marcus and Liz Cook.
- Ms. Cindy Rezmer has accepted the Operation's Director position and will begin on September 21, 2023.
- interviews for the Finance Director's position have been completed and an offer has been made. The City Manager expects to hear back from the candidate within the next couple of days.
- the Rouse Hall Lease Amendment has been signed by all participating parties and that the Jefferson County Convention and Visitor Bureau opened the Visitor's Center in Rouse Hall this past weekend.

8. POLICE CHIEF REPORT

Chief Kutcher reported that:

- the Charles Town Car Show had no major incidents and had only one minor crash.
- the Municipal Police Officers and Firefighters Retirement System (MPFRS) Enrollment for those officers currently enrolled in the Public Employment Retirement System (PERS II) is going well. The next step is to send a copy of the approved 21 August 2023 City Council meeting minutes to the West Virginia Consolidated Retirement Board (CRB).
- a new police officer hire will begin on September 11, 2023. Chief Kutcher anticipates being able to send the new hire to the police academy sometime this winter.
- the Charles Town Police Department is in the process of updating their website.

9. UNFINISHED BUSINESS

2023-768: Update on APUS B&O Tax

Mr. Kratovil moved to enter into Executive Session for this agenda item, as well as agenda items 2023-767 and 2023-769. Mr. Tester seconded the motion.

There being no objections, Mayor Trainor declared the Council in Executive Session,

Upon Mayor Trainor declaring the Council out of Executive Session, Mr. Hynes moved to direct staff to draft and release a Request for Quote (RFQ) for legal counsel specializing in West Virginia Business & Occupational Tax issues. Mr. Tester seconded the motion, and it passed by unanimous vote.

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

2023-770: Accessible Parking Request - Tina Renner Circuit Court Clerk

Mr. Kratovil moved to authorize the City to convert two parking spaces in the 100 block of North George Street into two-hour handicapped parking spots. Mr. Tester seconded the motion, and it passed by unanimous vote.

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

2023-771: Public Hearing for Article 745 - Business and Occupation Tax

Mr. Kratovil moved to open the public hearing on Article 745 - Business and Occupational Tax. Mr. Tester seconded the motion. Hearing no objections, Mayor Trainor opened the public hearing.

No one had signed up for the public hearing.

Mr. Kratovil moved to close the public hearing. Mr. Tester seconded the motion. Hearing no objections, Mayor Trainor closed the public hearing.

2023-773: Second Reading on Article 745 - Business and Occupation Tax

Mr. Kratovil moved to approve the second reading of Article 745 - Business and Occupational Tax. Mr. Tester seconded the motion, and it passed by unanimous vote.

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

10. NEW BUSINESS

2023-745: Green Streets, Green Jobs, Green Towns Award Program - Chesapeake Bay Trust Funding Award Letter and Agreement.

Ms. Twyford moved to approve signing the Chesapeake Bay Trust Green Streets, Green Jobs, Green Towns Award Program agreement, and include

a cover letter correcting the agreement's Mayor's name and project leader. Mr. Tester seconded the motion, and it passed by unanimous vote.

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

2023-765: YMCA Resolution

Mr. Hynes moved to approve the Resolution Supporting the Expansion of the YMCA into Jefferson County. Ms. Rodd seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED**
MOVER:	Jeff Hynes
SECONDER:	Priscilla Rodd
AYES:	Kratovil, Ricketts, Tester, Hynes, Philabaum, Rodd, Twyford
ABSENT:	George

2023-764: City's Future Legal Representation Discussion - Executive Session

This agenda item was discussed in Executive Session as reported in item 2023-768.

Upon Mayor Trainor declaring the Council out of Executive Session, the Council agreed to task the City Manager with developing requirements for the City's legal services.

No further action on this agenda item was taken.

2023-766: Congress & Lawrence Street Intersection Damage

Ms. Rodd moved to refer this agenda item to the Finance Committee to determine the funding source. Mr. Tester seconded the motion. Mr. Hynes suggested amending the motion to state that the project will include improving all four corners of the intersection of Congress and Lawrence Street. Ms. Rodd amended her motion, and it passed by unanimous vote.

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

2023-767: 5G Engineering Services - On Call Contract - E. Academy Street at S. Samuel Street Drainage Analysis and Improvement Design

Mr. Kratovil moved to table this agenda item until the October 2, 2023, scheduled Council meeting to give staff time to develop a comprehensive list of stormwater issues in Charles Town and to research funding options. Mr. Tester seconded the motion, and it passed by unanimous vote.

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

2023-769: Personnel Issue - Possible Executive Session

This agenda item was discussed in Executive Session as reported in item 2023-768.

No further action on this agenda item was taken.

2023-774: First Reading Article 171 Municipal Court

After extensive discussion, Mr. Hynes moved to refer Article 171 Municipal Court back to the Ordinance Committee for clarification and review. Ms. Rodd seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED**
MOVER:	Jeff Hynes
SECONDER:	Priscilla Rodd
AYES:	Kratovil, Ricketts, Tester, Hynes, Philabaum, Rodd, Twyford
ABSENT:	George

2023-775: Police Pension Fund Annual Report

Mr. Hynes moved to approve the annual report of the City of Charles Town Pension and Protection Fund for fiscal year 2023. Mr. Tester seconded the motion, and it passed by unanimous vote.

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

11. REFERRALS TO COMMITTEES/COMMISSIONS

2023-756: Referral to the Planning Commission - Zoning Table 1322.04 District Use Table and associated zoning for the NR Zoning District.

Mr. Tester moved to refer to the Planning Commission the Zoning Table 1322.04 District Use Table and associated zoning for the NR Zoning District. Ms. Philabaum seconded the motion, and it passed by unanimous vote.

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

2023-763: Referral to Planning Commission to draft a Main Street Commercial Overlay District (MSCOD)

Ms. Rodd moved to refer to the Planning Commission to draft a Main Street Commercial Overlay District from Seminary Street to West Street, including Washington, Liberty, and Congress Street. Ms. Philabaum seconded the motion.

Mr. Kratovil moved to table this agenda item until the first meeting in October. Ms. Ricketts seconded the motion.

The motion failed by a 2-5 vote.

RESULT:	**FAILED [2-5]**
MOVER:	James Kratovil
SECONDER:	Elizabeth Ricketts
AYES:	Kratovil, Ricketts
NAYS:	Tester, Hynes, Philabaum, Rodd, Twyford
ABSENT:	George

Ms. Rodd amended her motion for the Main Street Commercial Overlay District to only include Washington Street and the 100 block of N. Charles Street. Ms. Philabaum seconded the motion, and it passed with a 5-2 vote.

RESULT:	**APPROVED [5-2]**
MOVER:	Priscilla Rodd
SECONDER:	Julie Philabaum
AYES:	Tester, Hynes, Philabaum, Twyford, Rodd
NAYS:	Kratovil, Ricketts
ABSENT:	George

2023-771: Referral to the Infrastructure Committee - Stop Sign at E. Liberty and N. Seminary Street

There were no objections to referring this agenda item to the Infrastructure Committee. The Council also agreed to direct staff to conduct a traffic study by deploying pneumatic road tubes at E. Liberty and N. Seminary Streets to determine traffic volume and speed at and near the intersection and to share the results to the infrastructure Committee.

12. APPROVAL OF BILLS

2023-802: Payment of Bills - September 5, 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 - September 18, 2023, 7:00PM

2023:776: Jefferson County Convention & Visitors Bureau Quarterly Marking Report April-June 2023

2023-777: Charles Town Utility Board Meeting - August 9, 2023

2023-778: National Recovery Month Proclamation

2023-782: CTUB ARPA Resolution

2023-703: DOH Construction Agreement Re: South George Street Sidewalk Resolution

2023-784: Resolution - Agreement School Based Law Enforcement Officer

2023-785: Resolution to Become a Participating Employer of the West Virginia Municipal Police Officers and Firefighters Retirement System

2023-786: Locust Hill/CTUB Property Transfer

2023-801: Letter on Railroad Safety Concerns and Responses

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: 09/18/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-837: Charles Town Tree Board

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-840: Finance Committee

ATTACHMENTS:

- FinanceCommitteeReport_6Sep2023.pdf

City of Charles Town Finance Committee Report
6 September 2023 Meeting

Drafted by: Bob Trainor - Chairman

Call to Order ooa 10:04AM

1. **Persons present:** Finance Committee Members Ms. Julie Philabaum, Mr. Jeff Hynes, and Mr. Bob Trainor; City Manager, Mr. John Nissel; Finance Consultant (Star-Chapman Group), Mr. Chris Longerbeam; Charles Town Police Chief, Mr. Chris Kutcher; and City Maintenance Supervisor, Mr. Jim Wysong

2. Unfinished Business

2023-787: Signature Cards Update/Summit Bank Update

The Committee updated bank signature cards for the City's Summit Bank account. Bank signature cards were previously updated for the City's Bank of Charles Town accounts.

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

2023-790: Municipal Police and Firefighter Retirement System (MPFRS) Update

Chief Kutcher informed the Committee that the Charles Town Police Department (CTPD) officers currently covered under the Public Employee Retirement System Tier II (PERS-II) have all elected to transfer to MPFRS. He also asked whether or not the City would be willing to provide monetary assistance to help cover the "buy-in" costs for those officers transferring to MPFRS, which could be substantial, particularly for the most senior PERS-II officers.

The Committee agreed that there wasn't a provision in WV Code §8-22A-33a for a municipality to assist those police officers opting to transfer to MPFRS from PERS-II and that providing funds for only a percentage of City personnel would not be equitable. Therefore, the Committee does not recommend providing City funds to individual police officers to help defer "buy-in" costs. However, the Committee asked City staff to explore other options for possible City assistance and to present those options to the Council for consideration.

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

2023-795: COPS Grant Update

Chief Kutcher informed the Committee that the CTPD has not filled the Community Resource Officer position, initiated under a Department of Justice (DOJ) Community Oriented Policing Services (COPS) $125,000 grant, because of the current CTPD personnel shortage. The funding expires in 2027.

The $400,000 COPS technology grant has not yet been released by DOJ. Chief Kutcher has been in contact with Mr. Matt Ward but has not yet received a definitive answer as to when the funds will be released.

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

3. New Business

2023-792: Social Security/MPFRS – Retirement Transition Tier II to MPFRS

Chief Kutcher informed the Committee that those police officers enrolled in MPFRS will be given an opportunity to elect to participate in the Social Security program per WV Code §8-22A-22. Chief Kutcher plans to introduce the Social Security discussion after the PERS-II police officers have been transferred into MPFRS.

The Committee recommended that the CTPD determine the status of their Social Security participation in time for consideration for the City's FY2025 budget development.

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

2023-793: Public Safety Equipment Purchase

Chief Kutcher presented to the Committee a request to purchase road safety equipment, which includes barricades, traffic signage and cones, and portable matrix traffic/event signs. The low bid of three responsive bidders is approx. $44,500.

The Committee agreed that this funding request should be included in the City's FY2025 Capital Budget.

Recommendations to the City Council: Include this request in the FY2025 budget discussion.

2023-796: City's Future Legal Representation Discussion – If Referred to Finance by Council

Since this item was not referred to the Finance Committee no action was taken.

2023-796: South Samuel Street and Academy Drainage Work Scope – If Referred to Finance by Council

Since this item was not referred to the Finance Committee no action was taken.

4. Information Items

The next Finance Committee meeting is tentatively scheduled for 4 October 2023 at 10:00AM

5. Tabled Items

There were no tabled items

6. Pending Items

There were no pending items

7. The meeting was adjourned ooa 10:58AM

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-841: Personnel Committee

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-842: Ordinance Committee

ATTACHMENTS:

- Ordinance Meeting Minutes 9_14_23.pdf

City of Charles Town Ordinance Committee Report - September 14, 2023

Call to Order:
17:59

Committee Members In Attendance: Rikki Twyford, Julie Philabaum, Kevin Tester, Priscilla Rodd

Also In Attendance: James Kratovil and Jeni Sales (via Zoom)

Agenda / Discussions:

Article 171 - Municipal Court
After the first reading of Article 171 was tabled on 8/21, Councilman Kratovil agreed to review a few key points with the committee. We walked through suggestions from Councilman Kratovil, Chief Kutcher, and Jeni Sales.

- ***Recommendation to City Council:***
    - *Approve first reading on 10/2.*

Adjournment:
18:22

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-846: Potter's Field Update

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-831: Update - Congress Street and Lawrence Street Intersection Damage

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-821: Public Hearing for Article 1705 West Virginia State Building Code

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-822: Second Reading on Article 1705 West Virginia Building Code

ATTACHMENTS:

- Article 1705 - WV State Building Code.pdf

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.

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.

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.

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

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.

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.

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.

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.

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.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-830: Public Hearing for Article 1759 Vacant Buildings

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-823: Second Reading on Article 1759 Vacant Buildings

ATTACHMENTS:

- Article 1759 red-lined(17463035.2 SJDOCS).docx
- Article 1759 clean - second reading (17463035.2 SJDOCS).docx

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.

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 Unted States Armed Forces while stationed or deployed at a location in excess of one hundred (100) miled 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.

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.

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.

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.

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.

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.

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.

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.

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.

(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.

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.

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.

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.

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.

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.

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.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-829: City Legal Service Requirements - Possible Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Permit
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-851: CTUB Proposed NPDES Permit Order - Possible Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-827: Grant Match - Tree Board Request

ATTACHMENTS:

- Tree Board letter to City Council re Demo Grant Request 9.12.23.pdf
- Tree Board Ordinance.pdf

September 12, 2023

Via Email ericketts@charlestownwv.us

Charles Town City Council
Attn: Elizabeth Ricketts, Councilwoman

Re: Charles Town Tree Board Request for Demonstration Grant through West Virginia Division of Forestry

Dear Councilwoman Ricketts:

Please pass this request to the Charles Town City Council for consideration at the next scheduled council meeting.

The Charles Town Tree Board, at a duly convened meeting on September 7, 2023, passed a resolution to request approval to apply for a demonstration grant offered through the West Virginia Division of Forestry. See attached from Robert Hannah dated June 22, 2023.

The request is for a grant of $15,000, specifically for tree planting and maintenance. Storms this year have damaged and destroyed many city trees and also severely damaged many Bradford Pear trees in city rights of ways. There is a high priority to remove and replace the Bradford Pears trees.

At present the budget for 2024 is $12,000. The grant permits the City to apply kind services to reduce the match funds. These include all work done related to trees (removal, replacement, pruning, etc.) done by maintenance and also includes volunteers who perform work related to City trees during the next twelve months. The Tree Board will work with City Staff and Maintenance to maintain and submit appropriate logs of work done in furtherance of City tree programs. After speaking with Jim Wysong, it appears that the time required by the maintenance department will well exceed the grant request of $15,000.

Please let me know if you have any questions or concerns, please call me at 304-885-4117 or email at aaron@amorelaw.com

Sincerely,

Aaron C. Amore, Chairperson
Charles Town Tree Board

w/attachment

Division of Forestry
#7 Players Club Drive
Charleston, West Virginia 25311
Phone: (304)-558-2788
Tony Evans
Acting Director/State Forester

June 22, 2023

Dear Urban Forestry Cooperator:

Please find the 2023 Demonstration City Grant application below. This grant can be utilized to fund urban forestry projects for government entities in West Virginia. Municipalities and educational institutions that have demonstrated the greatest commitment to public tree care by obtaining or working toward Tree City/Campus USA status are eligible for funding. Significant preference will be given to projects that build the capacity of a municipal tree care program. Applicants with capacity building projects may apply for up to a $20,000 grant. These projects should incorporate street tree inventories, management plans, management software, canopy cover assessments and professional arboricultural assistance. Requests for tree planting and maintenance projects may be up to $15,000.

Professional inventories and management plans can be obtained from urban forestry consulting companies. They will usually schedule a no cost visit to your community to explain their services and fees. Additionally, they will provide a written proposal which can serve as the technical portion of your grant application.

The grant is a 50% - 50% (grant/local) matching program. However, matching funds from your community -need not be a direct cash match. They may include in-kind expenses such as personnel services/fringe benefits, volunteer hours, city equipment use, and donations of cash and supplies.

Currently, this is an open application with no due date. However, grants will be awarded on a first come basis until funding is exhausted. Please contact me during the development phase of your application with questions and to ensure that grant funds are still available. I can be contacted at Robert.L.Hannah@wv.gov or (304) 825-6983.

Sincerely,

Robert Hannah -
Robert Hannah
Urban Forestry Coordinator

Enclosures

URBAN FORESTRY DEMONSTRATION CITY GRANTS

1104.01 GENERAL.

(a) Title. This article shall be known as the "City of Charles Town Tree Ordinance."

(b) Purpose and Intent. The purpose of this article is to provide City government with power and authority over all trees and shrubs located within the street rights-of-way, parks, and other public places of the City; and over trees, and shrubs located on private property as permitted by state law. This article is intended to enhance the quality of life and aesthetic values within the City. The provisions of this ordinance are enacted to:

(1) Maintain city trees and forests in good health using appropriate arboricultural practices;

(2) Establish and maintain optimal level of age and species diversity that are ideal for our region through efficient and cost-effective management of the urban forest;

(3) Select, situate, and maintain street trees appropriate to maximize ecosystem services and minimize hazard, nuisance, hardscape damage, and maintenance costs;

(4) Centralize tree management under a City-appointed board with the necessary expertise;

(5) Foster support for community forestry through educational projects that encourage good tree management on privately owned properties;

(6) Promote equity, diversity, and inclusion in all aspects of community forestry;

(7) Obtain and coordinate the Tree City USA designation; and

(8) Achieve the City's established goals in the Jefferson County Urban Tree Canopy Plan.

(c) Definitions. The following terms when used in this article shall have the meaning set forth in this section unless the context requires otherwise:

(1) "City" means the Mayor and Council; all City Departments; the Tree Board; or their designated agent.

(2) "Council" means the Charles Town City Council, which includes the Mayor and all members of the municipal governing body.

(3) "Landmark Tree" means a tree which that has special significance because one or more of the following criteria apply: rare species, old age, unusual size, distinct location, association with an historical event or person, scenic enhancement, or one or more unique characteristic(s) determined by the City Tree Board to qualify it for such classification.

(4) "Shrub" means a woody plant, generally smaller than a tree, typically with multiple stems branching from or near the ground.

(5) "Tree" means woody perennial usually having one dominant trunk and a mature height greater than five (5) meters (sixteen (16) feet).

(d) Determination of Definitions. In any case, the Tree Board shall have the right to determine whether any specific woody plant shall be considered a tree or a shrub, as defined above.

(e) Creation and Establishment of Tree Board. Thereby created and established a Tree Board for the City of Charles Town which shall consist of five residents of Charles Town, who shall be appointed by the Council and shall serve without compensation. Council may also appoint a member of the Council to serve as a liaison to the Tree Board. At the request of the Tree Board, the West Virginia Division of Forestry Urban Forestry Coordinator may serve as ex-officio, non-voting member of the Tree Board. The Tree Board may also appoint two non-voting members, which may include youth ages seventeen (17) years or older.

(1) The term of each member shall be four (4) years. Vacancies caused by death, resignation, or otherwise shall be filled for the unexpired term by appointment of the Council.

(2) The Tree Board shall select officers from its membership, adopt rules for governance of its business, establish meeting dates, and maintain minutes of its proceedings. A majority of the five (5) voting members shall constitute a quorum for the transaction of business.

(3) Powers and Duties. The City Tree Board or its authorized agent will have the following powers and duties:

A. To serve as a resource to assist the Parks and Recreation Department and Streets Committee, or other departments, boards, commissions, or committees where appropriate, on tree-related issues. The Tree Board should be notified in advance of any planned activities that may cause harm to city trees, except in the case of emergencies;

B. To study and make recommendations to the Council regarding the maintenance, protection, and removal of trees on public property; or when requested by the Council, to consider, investigate, make findings, report, and make recommendations upon any special matter or question lying within the scope of its powers and duties as herein set forth;

C. To resolve conflicts between trees and structures. Where sidewalk or curb damage due to tree roots occurs, or other conflicts that arise between trees in the City's rights-of-way and the City's hardscape, every reasonable effort should be made to correct the problem without removing or damaging the tree;

D. To prepare and update, annually, a written City-wide Tree Master Plan that guides the planting, maintenance, protection, and removal of trees on public lands. Such plan shall

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-843: Conditions of Annexation - Fairview Development

A Select Committee consisting of Mayor Trainor, Councilors George and Hynes, City Planner James Newman, and Community Development Director Alissa Meeks met with the property owners/developers of Fairview to negotiate new terms regarding the development of this 100 + acre parcel(s) of land fronting Charles Town Road and further described as Tax Map 10, Parcel 218.1 Deed Book 1089, Page 144. Attached is a proposed resolution that replaces the Conditions of Annexation approved by Council in 2005 and Exhibit 1, further known as the proposed new Conditions of Annexation along with the March 2023 Sketch Plan. Final approval of the plan will require review by the Planning Commission for consistency with the new development terms and the City's subdivision and land development standards.

ATTACHMENTS:

- Fairview Resolution.pdf
- Exhibit 1 Fairview COA (clean).pdf
- Fairview COA Redline.pdf
- Select_Committe_on_the_Fairview_Farms__Dailey_Farm_Conditions_of_Annexation.pdf
- Resolution 2005-15 Conditions of Annexation.pdf
- 2023-03-23_Fairview_Sketch Plan.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

RESOLUTION

Resolution to Repeal and Replace the Conditions of Annexation for Fairview Property

WHEREAS, Oakland United Methodist Church and the Estate of Margaret Z. Dailey, by Bank of Charles Town as executor, presented their petition to annex property into the City of Charles Town (City) at a regular council meeting on the 19th day of September 2005 that was subsequently referred to the Finance Committee (Committee) and the Planning Commission (Commission) for review, analysis, and recommendation; and

WHEREAS, the Committee and Commission recommended, and the Charles Town City Council (Council) received and approved acceptance via Resolution 2005-15 on 5th day of December 2005 for annexation of Oakland United Methodist Church and the Estate of Margaret Z. Dailey, by Bank of Charles, her Executor, to incorporate such land into the City with several conditions including certain parcels with a zoning designation of Neighborhood Residential and General Commercial; and

WHEREAS, the petitioners agree that any conditions of annexation imposed by Council at that time would bind the owners of the property, their successors, and assigns; and

WHEREAS, nearly eighteen years after that initial agreement was made, the subject property remains undeveloped and the current property owners, working with the developer, have requested Council consider amendments to the original agreement that reflect the City's current growth plans and existing economic conditions; and

WHEREAS, the Mayor appointed a Select Committee on the 22nd day of June 2023, including representatives from the City's Community Development Division, Planning Commission, and Council, to work with the current owners to determine if amendments should be recommended to the full Council for further consideration; and

WHEREAS, after several productive discussions with the current property owner and prospective developer of the Fairview Property that was annexed with conditions into the City pursuant to Resolution 2005-15 (Resolution), the special committee recommends repealing the conditions of annexation imposed by the Resolution and replacing with new terms and conditions.

NOW, THEREFORE BE IT RESOLVED Council agrees to the following new terms and conditions with respect to the development of the Fairview Property: See Exhibit 1

NOW, THEREFORE BE IT FURTHER RESOLVED, the Planning Commission shall review the owner/developers' sketch plan dated March 2023 for development during the 24th day of

April, 2023 Planning Commission for consistency with the Neighborhood Residential Zoning District standards and other conditions outlined in this resolution, make adjustments with the owner/developer as agreed, and perform all other routine duties as outlined in the City's Subdivision and Land Development Ordinance related to this project; and

NOW, THEREFORE BE IT FUTHER RESOLVED, Council and the property owner agree that the terms and conditions contained in this resolution shall bind the current owner, their successor, and assigns.

Adopted the _____ day of September 2023.

Robert M. Trainor
Mayor

John Nissel
City Manager/Clerk

Exhibit 1: **Conditions of Annexation offered by Jaguar IV, LC, and any future assigns and/or buyers, for the annexation of approximately 113.8 acres into the City of Charles Town.**

"Jaguar IV, LC", herein also referred to as "Land Owner", and any future assigns and/or buyers, agrees to the following conditions of annexation for "The Property" identified as Parcel 218.1, Tax Map 10, Charles Town District, for annexation into the City of Charles Town, herein also referred to as "The City":

Economic Impact:

1. In lieu of paying capital improvement fees, and fee in-lieu requirements for Park Dedication under Section 1333.17 of the Subdivision and Land Development Ordinance, the Land Owner proffers to pay a flat fee of $3,494.00 per residential unit at the time of building permit issuance. The Land Owner shall be exempt from any future capital improvement fees implemented by The City.

2. In lieu of paying capital improvement fees, the Land Owner proffers to pay a flat fee of $2,958.00 per thousand square feet of commercial space at the time of building permit issuance. The Land Owner shall be exempt from any future capital improvement fees implemented by The City.

Urban Zoning:

3. The Property is to be zoned (NR) Neighborhood Residential District. At least 10% of the total land area of Parcel 218.1 shall be created as "for-profit" commercial uses. All proposed land uses shall be so designated on the Sketch Plan. The 2.42-acre Parcel 218.2, deeded to the City of Charles Town in 2013 for a water treatment facility, is to be included in the calculation of commercial use.

4. The City agrees to the following clarifications of the Zoning Ordinance:

    a. Townhomes may be constructed on individual lots and do not need to be located on a 5 acre cluster.
    b. For all residential structures, street front set backs shall be measured from the street curb.

5. The Land Owner agrees to provide landscaped buffers between commercial uses and adjoining residential uses. Such buffers shall be as prescribed in the City's Zoning Ordinance or may be landscaped parks or trails.

6. In accordance with the NR Zone regulations, at least 10% of Parcel 218.1 shall be open space. As a mixed-use community, Section 1333.20(O) of the Subdivision and Land Development Ordinance of the City of Charles Town, open space standards for townhouse developments shall be pro-rated at 20% based on the percentage of the property that is developed for townhomes.

Municipal Infrastructure and Services:

7. As part of the development, the Land Owner agrees to create recreation areas, walking paths and a small community park(s) (1 to 2 acres) to be built for use of the residents and users of the planned development. These areas shall be maintained by the HOA created for the development.

8. The following amenities shall be included in the community park(s):

a. Outdoor community center consisting of a pavilion with electricity, picnic tables and BBQ grills.

b. Playground: Construct commercial grade playground equipment that serves the following age groups (6-23 months, 2-5 years, and 5-12 years). The playground should meet ADA compliance standards that features ramps and transfer stations with accessible access to the playground area. Playground surfacing should consist of ADA accessible engineered wood fiber, rubber mulch, or pour-in-place rubber surfacing with the goal of facilitating inclusive play opportunities.

c. Multi-purpose play field.

Affordable Housing:

9. 10% of the residential units in the development shall meet HUD's HOME Homeownership Value Limits for Jefferson County.

Transportation:

10. The Landowner shall co-ordinate with the Jefferson County Board of Education to provide an adequate number of bus stop shelters within the development to be used for school transportation, subject to acceptance by the Jefferson County Board of Education.

11. The Landowner shall co-ordinate with Pan Tran to provide an adequate number of bus stop shelters for public transportation subject to acceptance by Pan Tran.

12. The Land Owner shall include the construction of a major roadway and trail consistent with the transportation plan of the City's Comprehensive Plan. The trail shall be fully constructed by the Land Owner to Subdivision and Land Development Ordinance standards under Section 1333.18(A) and Standard Detail ST1. The trail is to be located within the proposed major road right of way, and it shall be accessible by the general public. The road shall be designed as a continuous limited access roadway designed to serve the traffic generated by the subdivision, but not limiting the use of traffic calming features such as roundabouts, narrow travel lanes and raised crosswalks to make the road more compatible for a residential area. The Land Owner shall build this road not more than 2 lanes wide (minor collector road design standards), excluding required turning lanes, and this road shall be located within an eighty-foot wide right of way. The road shall be located to serve the various parts of the subdivision. An eighty foot wide right of way will be reserved and platted to allow completion through the Property of the major road to the property line [adjoining the approximately 92 acre Langlet property (currently Tax District 3/Map 15/Parcel 7)] of the parcel. 30 feet of the 80-foot right of way shall be appraised at its cash value by Land Owner at the time it is donated to the City.

13. The City agrees to work with the Land Owner and the WVDOT to create the best main entrances into the development.

14. The Land Owner shall conduct a traffic impact analysis (TIA) once the Sketch Plan for the Development has been developed and actual uses and transportation patterns have been delineated. This TIA will be done in accordance with the guidelines as set by the WVDOH. It will be submitted with the Preliminary Subdivision / Land Development Plat.

15. The Land Owner agrees that if it is determined by the traffic study that traffic lights are required at build out of the development at any of the intersections with WV Route 9 (Leesburg Pike) that it will be responsible for any portion of the light the State Department of Highways deems appropriate.

Other:

16. The Land Owner shall ensure that the above conditions of annexation are binding to the property and upon any assigns and/or buyers of any, or all, portions of the property, excluding land given to the City or WVDOT.

17. To incentivize and attract commercial development within the City, all commercial lots associated with the land shall be prepared in a way that includes grading and utility installation. All commercial lots shall have all pad sites graded with utility installation (stubbed to the property line) completed during the initial start-up of Project Phase 1. Specifically, if Phase 1 includes more than 100 residential units, to include both townhomes and single-family homes, all commercial pad site preparation shall run concurrently with the construction of the first (10) ten residential units. No more than (10) ten residential units shall be constructed until all commercial lots are completed with the above requirements.

DRAFT 4: 9-11-23, City of Charles Town

Exhibit 1: **Conditions of Annexation offered by Jaguar IV, LC, and any future assigns and/or buyers, for the annexation of approximately 113.8 acres into the City of Charles Town.**

"Jaguar IV, LC", herein also referred to as "Land Owner", and any future assigns and/or buyers, agrees to the following conditions of annexation for "The Property" identified as Parcel 218.1, Tax Map 10, Charles Town District, for annexation into the City of Charles Town, herein also referred to as "The City":

Economic Impact:

1. In lieu of paying capital improvement fees, and fee in-lieu requirements for Park Dedication under Section 1333.17 of the Subdivision and Land Development Ordinance, the Land Owner proffers to pay a flat fee of $3,494.00 per residential unit at the time of building permit issuance. The Land Owner shall be exempt from any future capital improvement fees implemented by The City.

2. In lieu of paying capital improvement fees, the Land Owner proffers to pay a flat fee of $2,958.00 per thousand square feet of commercial space at the time of building permit issuance. The Land Owner shall be exempt from any future capital improvement fees implemented by The City.

Urban Zoning:

3. The Property is to be zoned (NR) Neighborhood Residential District. At least 10% of the total land area of Parcel 218.1 shall be created as "for-profit" commercial uses. All proposed land uses shall be so designated on the Sketch Plan. The 2.42-acre Parcel 218.2, deeded to the City of Charles Town in 2013 for a water treatment facility, is to be included in the calculation of commercial use.

4. The City agrees to the following clarifications of the Zoning Ordinance:

    a. Townhomes may be constructed on individual lots and do not need to be located on a 5 acre cluster.
    b. For all residential structures, street front set backs shall be measured from the street curb.

5. The Land Owner agrees to provide landscaped buffers between commercial uses and adjoining residential uses. Such buffers shall be as prescribed in the City's Zoning Ordinance or may be landscaped parks or trails.

6. In accordance with the NR Zone regulations, at least 10% of Parcel 218.1 shall be open space. As a mixed-use community, Section 1333.20(O) of the Subdivision and Land Development Ordinance of the City of Charles Town, open space standards for townhouse developments shall be pro-rated at 20% based on the percentage of the property that is developed for townhomes.

Municipal Infrastructure and Services:

7. As part of the development, the Land Owner agrees to create recreation areas, walking paths and a small community park(s) (1 to 2 acres) to be built for use of the residents and users of the planned development. These areas shall be maintained by the HOA created for the development.

8. The following amenities shall be included in the community park(s):

a. Outdoor community center consisting of a pavilion with electricity, picnic tables and BBQ grills.

b. Playground: Construct commercial grade playground equipment that serves the following age groups (6-23 months, 2-5 years, and 5-12 years). The playground should meet ADA compliance standards that features ramps and transfer stations with accessible access to the playground area. Playground surfacing should consist of ADA accessible engineered wood fiber, rubber mulch, or pour-in-place rubber surfacing with the goal of facilitating inclusive play opportunities.

c. Multi-purpose play field.

Affordable Housing:

9. 10% of the residential units in the development shall meet HUD's HOME Homeownership Value Limits for Jefferson County.

Transportation:

10. The Landowner shall co-ordinate with the Jefferson County Board of Education to provide an adequate number of bus stop shelters within the development to be used for school transportation, subject to acceptance by the Jefferson County Board of Education.

11. The Landowner shall co-ordinate with Pan Tran to provide an adequate number of bus stop shelters for public transportation subject to acceptance by Pan Tran.

12. The Land Owner shall include the construction of a major roadway and trail consistent with the transportation plan of the City's Comprehensive Plan. The trail shall be fully constructed by the Land Owner to Subdivision and Land Development Ordinance standards under Section 1333.18(A) and Standard Detail ST1. The trail is to be located within the proposed major road right of way, and it shall be accessible by the general public. The road shall be designed as a continuous limited access roadway designed to serve the traffic generated by the subdivision, but not limiting the use of traffic calming features such as roundabouts, narrow travel lanes and raised crosswalks to make the road more compatible for a residential area. The Land Owner shall build this road not more than 2 lanes wide (minor collector road design standards), excluding required turning lanes, and this road shall be located within an eighty-foot wide right of way. The road shall be located to serve the various parts of the subdivision. An eighty foot wide right of way will be reserved and platted to allow completion through the Property of the major road to the property line [adjoining the approximately 92 acre Langlet property (currently Tax District 3/Map 15/Parcel 7)] of the parcel. 30 feet of the 80-foot right of way shall be appraised at its cash value by Land Owner at the time it is donated to the City.

13. The City agrees to work with the Land Owner and the WVDOT to create the best main entrances into the development.

14. The Land Owner shall conduct a traffic impact analysis (TIA) once the Sketch Plan for the Development has been developed and actual uses and transportation patterns have been delineated. This TIA will be done in accordance with the guidelines as set by the WVDOH. It will be submitted with the Preliminary Subdivision / Land Development Plat.

15. The Land Owner agrees that if it is determined by the traffic study that traffic lights are required at build out of the development at any of the intersections with WV Route 9 (Leesburg Pike) that it will be responsible for any portion of the light the State Department of Highways deems appropriate.

Other:

16. The Land Owner shall ensure that the above conditions of annexation are binding to the property and upon any assigns and/or buyers of any, or all, portions of the property, excluding land given to the City or WVDOT.

17. To incentivize and attract commercial development within the City, all commercial lots associated with the land shall be prepared in a way that includes grading and utility installation. All commercial lots shall have all pad sites graded with utility installation (stubbed to the property line) completed during the initial start-up of Project Phase 1. Specifically, if Phase 1 includes more than 100 residential units, to include both townhomes and single-family homes, all commercial pad site preparation shall run concurrently with the construction of the first (10) ten residential units. No more than (10) ten residential units shall be constructed until all commercial lots are completed with the above requirements.

22 June 2023

Re: Mayor's Select Committee on the Fairview Farms, aka Oakland Methodist Church – Dailey Farm, Conditions of Annexation

Dear Council members

Please be advised that I have commissioned a Select Committee to perform the following:

1. Review Fairview Farms, aka Oakland Methodist Church – Dailey Farm, Conditions of Annexation, December 5, 2005 (enclosed)
2. Provide support to City staff with negotiations between the City and the principles of the agreement
3. Provide recommendations to City staff regarding possible revisions to the agreement

The following personnel are hereby appointed to the Select Committee:

- Mr. Robert Trainor, Mayor
- Mr. Jeff Hynes, Ward 2 Rep & Planning Commission Council Rep
- Mr. Michael George, Ward 4 Rep
- Mr. James Newman, City Planner

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

Robert M. Trainor
Mayor

Attachment: Conditions of Annexation for Oakland Methodist Church – Dailey Farm, December 5, 2005

Copy to: Ms. Alissa Meeks, Community Development Director, City Clerk
Mr. James Newman, City Planner

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 • Fax: (304) 725-1014 • Web: www.charlestownwv.us

MAYOR
Peggy A. Smith

CITY COUNCIL
Randy Breeden
Donald Chadwick
William Jordan
Sandra Slocker McDonald
Amy Schmitt
John Ward
Matthew Ward
Geraldine Willingham

CITY MANAGER
Jane E. Arnett

CITY CLERK
Joe Caccioni

Resolution 2005-15
An Acceptance of Conditions of Annexation

WHEREAS, Oakland United Methodist Church and the Estate of Margaret Z. Dailey, by Bank of Charles Town as executor, presented their petitions for annexation for their property to the Mayor and City Council at a regular council meeting on the 19th day of September, 2005, and

WHEREAS, the said Petitions for Annexation were received and approved for acceptance by the City Council at said meeting, and

WHEREAS, by action of the City Council taken at said meeting, the Petitions for Annexation were referred to the Finance Committee of the City for further review and analysis, and

WHEREAS, the Petitions for Annexation were next referred to the City of Charles Town Planning Commission for further review and analysis, and

WHEREAS, through direct negotiation, Oakland United Methodist Church, the Bank of Charles Town, the Planning Commission, the Finance Committee, the City Council of the City of Charles Town, and City Staff have compiled a list of conditions of annexation to be made by Oakland United Methodist Church as the owners of the property which is subject to the annexation for the use and benefit of the City of Charles Town (hereinafter attached to as Exhibit 1: Conditions of Annexation offered by Oakland United Methodist Church for the annexation of approximately 124 acres into the City of Charles Town),

WHEREAS, The parcels are located within the "Charles Town Growth Boundary" and are located off of WV Route 9 and across from the New St. James Church and Crosswinds Subdivision, both in the City and next to the Charles Town Water Treatment Plant parcel. The parcels to be annexed include the existing lands of the Oakland Methodist Church and the Dailey Farm minus a 7 acre parcel currently being subdivided out of the parcel for a family member under the Jefferson County Subdivision Regulations, and

WHEREAS, Increased municipal taxes and fees on residents and commercial entities will have a positive fiscal impact on the City, and

WHEREAS, The current zoning is rural, which is not compatible with the uses proposed or being built on the south Side of WV Route 9, nor the existing uses to the west, Oakland Heights (in the County) and Greenfields & Hillside subdivisions

(within the City). The proposed zoning categories will promote traditional neighborhood, mixed-use urban development, helping ensure orderly growth consistent with the established community. Zoning shall be Neighborhood Residential for the Dailey Parcel and General Commercial for the Oakland Methodist Church Parcel, and

WHEREAS, Affordable housing will be an important part of the proposed development. As a condition of annexation, Oakland Methodist Church agrees that in creating housing, it will make at least 10% of the housing created affordable. The church will, if it can find a partner to build an assisted housing complex to serve seniors requiring some assistance with activities of daily living, reserve land to create such a complex, and

WHEREAS, In developing its master plan for both of the parcels (containing 124 acres), Oakland Church agrees that major roadways will be designed so as to link up with any existing or proposed streets within Charles Town and also designed to link up with adjoining parcels in order to assure orderly growth of transportation facilities. Walkways and bicycle paths will be designed to connect all portions of the proposed development together, creating a walkable community, and

WHEREAS, A Phase 1 Study has been completed and will be made available to the City. No major environmental, historical or cultural resources or recreation areas are within the area to be annexed. However as part of the overall plan, recreational resources will be made available to the community including ball fields, walking trails and a community center, and

WHEREAS, The proposed annexations are not inconsistent with the existing comprehensive plan in that the plan recommends annexation of additional land and the creation of new recreational facilities, and

WHEREAS, The annexations are contiguous with the existing city in that both Crosswinds, and St. James Church are both within the City and directly on the other side of WV Route 9, and

WHEREAS, The properties are adjacent to the present Charles Town Water Treatment Plant,

NOW, THEREFORE, WITNESSETH: That Oakland United Methodist Church and the City of Charles Town agree as follows:

A. The City will, by ordinance, as provided in §8-6-4 of the West Virginia Code, annexing the corporate boundaries of Charles Town the territory known as Oakland United Methodist Church and the Dailey Farm.

B. The City will subject the territory so annexed to General Commercial zoning for the Oakland United Methodist Church parcel and Neighborhood Residential for the Dailey Farm parcel.

C. Oakland United Methodist Church will offer all terms set forth in Exhibit 1 hereof for the use and benefit of the City of Charles Town and/or the Jefferson County Board of Education as the Case may be upon the terms and conditions herein set forth.

D. Oakland United Methodist Church agree to execute further assurances or agreements as may be required by the City with such assurances and agreements to bind the owners of the property sought to be annexed, their successors and assigns to the terms of the conditions of annexation.

NOW, THEREFORE, BE IT RESOLVED; By the City Council of the City of Charles Town, to accept and approve the ordinance for annexation of Oakland United Methodist Church and the Estate of Margaret Z. Dailey, by Bank of Charles Town her Executor, to incorporate the same within the corporate boundaries of the City of Charles Town, pursuant to §8-6-4 of the West Virginia Code.

Dated: DECEMBER 5TH, 2005

CITY OF CHARLES TOWN:

Peggy A. Smith, Mayor

Attest:

City Clerk

Exhibit 1: **Conditions of Annexation offered by Oakland United Methodist Church, and any future assigns and/or buyers, for the annexation of approximately 124 acres into the City of Charles Town.**

***"Oakland United Methodist Church"*, herein also referred to as *"Oakland Church"*, *"The Church"* and *"Oakland"*, and any future assigns and/or buyers, agrees to the following conditions of annexation if the *"Subject Property"*, *herein also referred to as "The Property"*, *"The Land"*, *"The Parcels"*, *"approximately 124 acres"* or any similar language, and identified by parcels 6.1 and 8, Tax Map 18, Charles Town District, is annexed into the City of Charles Town, herein also referred to as *"The City" and "Charles Town"*:**

Economic Impact:

1. Oakland United Methodist Church or its assigns agrees to provide a fiscal impact study with the submission of a schematic plan for the property.

   This study will be done in accordance with the methodology already accepted by the City (and done by URS Consultants). If according to the study, negative impacts are found that cannot be mitigated by other acceptable means, then the church agrees to proffer to pay an amount to be determined jointly by the City and the church to mitigate the fiscal impact costs to the City.

2. Oakland Church agrees to pay the capital improvements costs incurred by the City on a per residential unit basis. The amount paid will be the dollar amount in effect (for planned capital improvements as determined by the City) at the time of building permit issuance. Such an amount may be mitigated as stated in #10 and #11 and #15, under the section Municipal Infrastructure and Services, described herein.

3. Oakland Church agrees to pay the capital improvement costs for non-residential development, if any are required at the time of building permit issuance. The amount paid will be the dollar amount in effect (for planned capital improvements as determined by the City) at the time of building permit issuance. Such an amount may be mitigated as stated in #10 and #11 and #15, under the section Municipal Infrastructure and Services, and Transportation, described herein.

4. The church agrees to pay the County's mandated impact fees for education.

Urban Zoning:

5. Parcel 6.1, of approximately 7 acres, is to be zoned GC (General Commercial District) and Parcel 8, of approximately 117 acres, is to be zoned (NR) Neighborhood Residential District. At least 10% of the total land area of Parcel 8 shall be created as "for-profit" commercial uses. If more than 10% of the land area of Parcel 8 is established for commercial purposes, any additional commercial land area over 10% may be used as "not-for-profit" uses. In addition, any additional commercial land over the 10% "for-profit" land use may be zoned GC (General Commercial) District (up to a maximum of 2 acres), which may be used for general commercial uses, such as, but not limited to, a restaurant and medical clinic. All proposed land uses shall be so designated on the schematic plan.

6. The church agrees to present to the Planning Commission a schematic plan for both parcels that may include an expansion to the church property, a multi-use non-profit office and community center. This plan will have attached to it a fiscal impact study and a traffic impact study. Phasing of all uses, including all commercial uses, shall be established on the schematic plan.

7. The City agrees to the following clarifications to the Zoning Ordinance:
   a. Town homes may be constructed on individual lots and do not need to be located on a 5 acre cluster.

b. Multifamily housing includes housing for elderly such as assisted or congregate housing that includes a central dining facility and kitchen.
c. For all residential structures, street front set backs shall be measured from the street curb.

8. The church agrees to provide landscaped buffers between commercial uses and adjoining residential uses, and between elderly assisted or congregate housing facilities and other residential uses, if any. Such buffers shall be as prescribed in the City's Zoning Ordinance or may be landscaped parks or trails.

Municipal Infrastructure and Services:

9. The church agrees to make available church owned playing fields and other church owned facilities available to the community at a minimal charge when these facilities are not being used by the Church.

10. Oakland agrees to provide to the City, free of charge, and as required by the WVDOH, a parcel of land to be taken from the Dailey parcel, not exceeding 2 acres to be located adjacent to the existing water plant at a location mutually agreed to by both parties for expansion of the water plant. Furthermore, the City agrees that if an entrance to the development is agreed to at the current entrance to the Water Treatment Plant, it will work with the church to make the land available for the entrance and the church will include in addition to the 2 acres a like amount of land to off set the land required for the entrance.
a. The land to be dedicated to the City as proffered above shall be appraised at its cash value at the time it is donated to the City.
b. The established cash value of this land will be used to offset cash contributions under #1, #2 and #3 above to be paid to the City.

11. As part of the development, the church agrees to create recreation areas, walking paths and a small community park (1 to 2 acres) to be built for use of the residents and users of the planned development. These areas may be maintained by a HOA created for the development or they may be dedicated to the City.
a. The land to be dedicated to the City as proffered above shall be appraised at its cash value by the church at the time it is donated to the City.
b. The established cash value of this land will be used to offset cash contributions under #1, #2 and #3 above to be paid to the City.

Affordable Housing:

12. The church shall require any developer of housing within the two parcels to make at least 10% of the residential units available as workforce housing in accordance with the guidelines to be developed by the Mayor's Committee on Work Force Housing and approved by City Council.

13. The church shall work with the WVHDF to identify resources to make 10% of any multifamily or elderly housing affordable to households with incomes between 50% and 80% of median income for the applicable household size (as published by the USDHUD on an annual basis).

Transportation:

14. The church shall provide at least one bus stop shelter within the complex to be used for public transportation and/or school transportation, subject to acceptance by either PanTran (public transportation) or its successor or by the Jefferson County Board of Education.

15. The church shall as part of its schematic plan include the construction of a major roadway and trail consistent with the transportation plan of the City's proposed Comprehensive Plan that is currently being prepared by the Planning Commission. The trail shall be fully constructed by

the church to standards acceptable to the City, be located within the proposed major road right of way, and it shall be accessible by the general public. The road shall be designed as a continuous limited access roadway designed to serve the traffic generated by the subdivision, but not limiting the use of traffic calming features such as roundabouts, narrow travel lanes and raised crosswalks to make the road more compatible for a residential area. The church shall build this road not more than 2 lanes wide (collector road design standards), excluding required turning lanes, and this road shall be located within an eighty-foot wide right of way. The road shall be located to serve the various parts of the subdivision at Schematic Plan Stage in consultation with the Planning Commission in order to implement the City's proposed Comprehensive Plan. An eighty foot wide right of way will be reserved and platted to allow completion through the property of the major road to the property line (adjoining Langlet) of the parcel. 30 feet of the 80-foot right of way shall be appraised at its cash value by the church at the time it is donated to the City. The established cash value of this land will be used to offset cash contributions under #1, #2 and #3 above to be paid to the City.

16. The City agrees to work with the church and the WVDOT to create the best main entrance into the development, possibly opposite the planned entrance for King's Crossing (a residential subdivision proposed in the County) whose entrance is currently planned to be directly opposite the existing Charles Town Water Plant entrance.

17. The church shall provide a traffic impact analysis once the concept plan for the Dailey parcel has been developed and actual uses and transportation patterns have been delineated. This plan will be done in accordance with the guidelines as set by the WVDOH. It will be submitted with the schematic plan submittal as required by the NR Zone, and proffered herein.

18. The church agrees that if it is determined by the traffic study that traffic lights are required at build out of the development at any of the intersections with WV Route 9 (Leesburg Pike) that it will pay up to one quarter of the cost of such improvements (not to exceed $35,000) unless otherwise required by the WVDOH.

Other:

19. The church shall ensure that the above conditions of annexation are binding to the property and upon any assigns and/or buyers of any, or all, portions of the property, excluding land given to the City or WVDOT.

Dated this 7 day of December, 2005.

For Oakland United Methodist Church

City of Charles Town, Mayor 12/8/05

ATTEST:

City Clerk

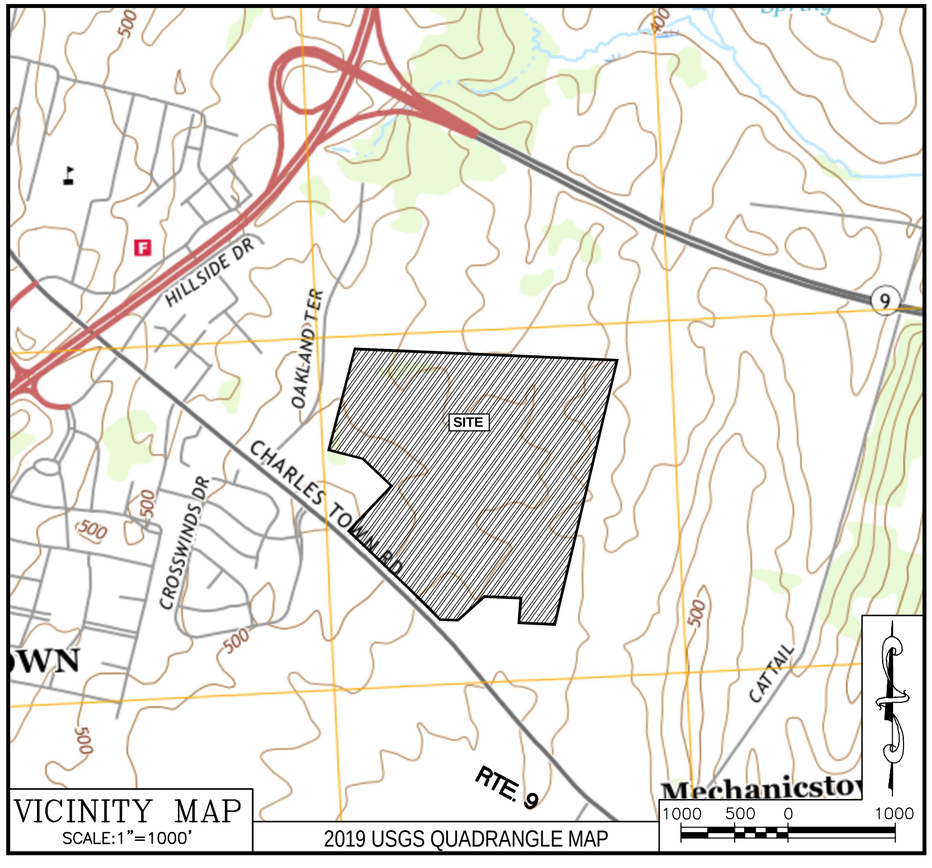
Gary W. Whittington
My Commission expires
4-2-2012

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
GARY W. WHITTINGTON
521 BURNS STREET
RANSON, WV 25438
My commission expires April 2, 2012.

SKETCH PLAN FOR
FAIRVIEW
CITY OF CHARLES TOWN, WV
TAX MAP 10, PARCEL 218.1
DEED BOOK 1089, PAGE 144

OWNER
JAGUAR IV, LC
2755 MEWS LANE
CHARLOTTESVILLE, VA 22901

OWNER/APPLICANT
LGI HOMES – WEST VIRGINIA, LLC
1450 LAKE ROBBINS DRIVE #430
THE WOODLANDS, TX 77380



VICINITY MAP
SCALE: 1"=1000'
2019 USGS QUADRANGLE MAP

SKETCH PLAN CHECKLIST NOTES PER SECTION 1332.04, SKETCH PLAN REQUIREMENTS

E.2.a. Existing conditions obtained from aerial survey. Perimeter boundary information shown hereon is based on a survey performed by GORDON.

E.2.b. See Sheets 3-13 for arrangement of land uses. Proposed land uses include single-family detached, single family attached, commercial, parks/open space and associated improvements.

E.2.c. See this sheet for a Vicinity Map. Map is 2019 USGS Quadrangle Map.

E.2.d. See Sheet 2 for all abutting owners; see Sheets 3-13 for adjoining lot lines, and structures within 100'. Owner information obtained from the Jefferson County Assessors Tax Map Viewer website.

E.2.e. See title block for for date, creator of plan and address. See this Sheet for Owner / Applicant information.

E.2.f. The property is zoned Neighborhood Residential (NR) and consists of 113.65+/- acres.

E.2.g. See Net Buildable Land Area Calculation Table Sheet 2 for maximum and proposed densities based on the net buildable land area.

E.2.h. Public water and sanitary sewer services are available through the Charles Town Utility Board (CTUB). Electric service is available from Potomac Edison.

E.2.i. A sanitary sewer pump station is located on Bailey Brooks Way approximately 2,200' north of Fairview.

E.2.j. Residential units will be provided water and sanitary sewer through proposed lines running within the right-of-ways and/or open spaces which will connect to existing within Charles Town Road. Electric will be provided from power lines along Charles Town Road.

E.2.k. There are no existing covenants for the subject property. The development is subject to the Conditions of Annexation approved in Resolution 2005-15, dated December 5, 2005.

E.2.l.
- See Sheets 3-13 for lot layout.
- 184 townhouse units are proposed as part of this application.
  - Average lots are 20'x100' and are 2,000 sf.
  - Townhomes may be up to 3-stories with an approximate height not to exceed 35'.
- 266 single-family detached units are proposed as part of this application.
  - Average lots are 60'x110' and are 6,600 sf.
  - Single-family homes may be up to 3-stories with an approximate height of 35'.
- 2 commercial lots consisting of 9.06 acres in the aggregate are proposed. 2.42 acres were conveyed to the City of Charles Town for expansion of the existing water treatment plant. These 2.42 acres contribute to the 10% commercial requirement.
- Parking for residential units will be provided on-lot and offsite through on-street parking. Commercial parking will be determined at site plan for the specific commercial lot and future uses.

E.2.m. The total acreage of the tract being subdivided is 113.65+/- acres.
- The developments Net Build Land Area is 3,208,205+/- square feet (73.65+/- acres).

E.2.n. See Approximate Acreages Table on Sheet 2.

E.2.o. The development will consist of 184 townhomes and 266 single-family detached units.

E.2.p. See Sheets 3-13 for proposed street layout. Access will be provided through Charles Town Road. Road A extends to the adjacent property to the north as identified in the Comprehensive Plan. Road A will have an 80' right-of-way as identified in the annexation agreement.

E.2.q.
- Sidewalks will be provided on both sides of all proposed streets within the subject property.
- No trails are proposed at this time, trails may be added at a later time in conjunction with project amenity design.

E.2.r. The development will provide passive open space throughout the property and 3+ acre park near the center of the property. See Approximate Acreages Table on Sheet 2 for additional information.

E.2.s. There are no environmental sensitive areas within the Common Open Space.

E.2.t. No Modifications, Waivers, Variances, Special Exceptions and/or Conditional Uses have been requested.

E.2.u. No buffers are required/proposed within the residential portion of this development. A buffer will be provided for the commercial development as required by City of Charles Town Ordinances based on the specific commercial use at time of site plan.

E.2.v. See Sheets 3-13 for road and right-of-way widths. All roads will be curb & gutter and will be in accordance with the the City's typical roadway section requirements (SDLO Appendix A). Driveways will be provided for each residential unit. Parking for commercial areas will be determined for the specific commercial uses at site plan. All proposed right-of-ways will be 50' (Neighborhood Street), 56' (Neighborhood Center Street), 61' (Minor Collector) or 80' (Road A).

E.2.u. This development will not include any bonus factors.

SHEET INDEX

1. COVER SHEET AND NOTES
2. OVERALL PLAN AND CALCULATIONS
3-13. CONCEPTUAL PLAN

INTEGRITY
FEDERAL SERVICES
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • PLANNING
148 S. Queen Street, Suite 201 • Phone: 304-725-8456
Martinsburg, WV 25401 • www.ifs-ae.com

SEAL:

REVISIONS

COVER SHEET AND NOTES

FAIRVIEW
SKETCH PLAN
CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

CT FILE #

SCALE:	HORIZ.: 1"=1,000' VERT.:
DATE:	MARCH, 2023
JOB:	FAIRVIEW
DRAWN: DC	CHECK: CW
CADD:	
NCS:	
SHEET:	1 OF 13

FILE PATH: J:\PROJECTS\FAIRVIEW\CAD\SITE\FAIRVIEW_CONCEPT PLAN.MXD\FAIRVIEW_SKETCH PLAN.DWG
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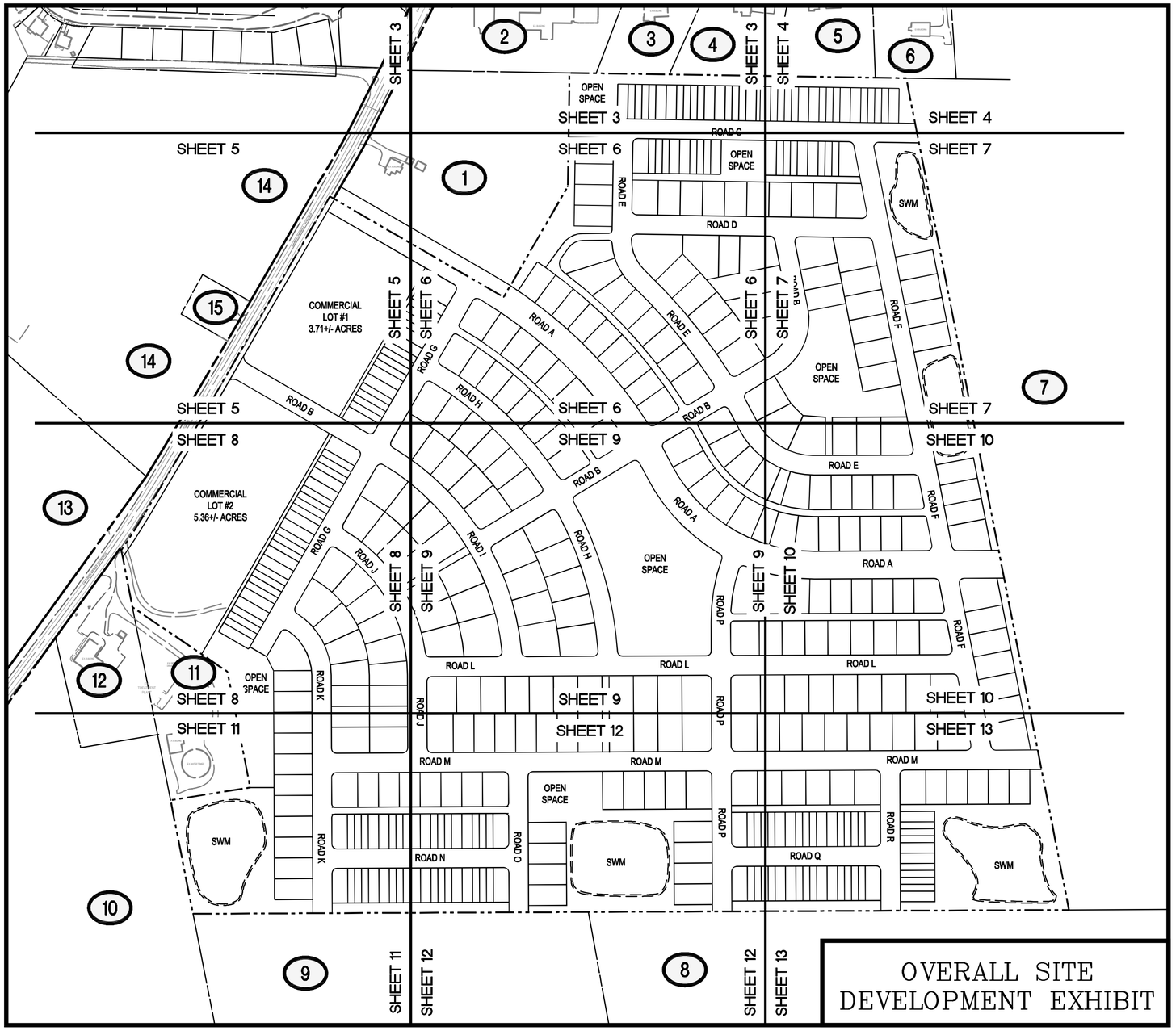

OVERALL SITE DEVELOPMENT EXHIBIT

Density Checklist Section - 1332.04(E).2.g.	
Section 1322.08.(B).4.b.	
Maximum Based on NBLA	3,208,205 / 1,750 = 1,833 Units
Proposed	450 Units
Table 1322.08	
Maximum (10 Units Per Acre)	1,136 Units
Proposed	450 Units

Net Buildable Land Area Calculation - Checklist Section 1332.04(E).2.g.		
Area / Use	**Square Feet**	**Acres**
Gross Land Area	4,950,477	113.65
Right-of-Ways	1,198,320	27.51
Charles Town Road Right-of-Way Reservation	17,885	0.41
Stormwater Management Area	526,067	12.08
Sensitive Natural Areas (wetlands & floodplain)	0	0.00
Net Buildable Land Area (NBLA)	3,208,205	73.65

Approximate Acreages - Checklist Section 1332.04(E).2.n.		
Area / Use	**Square Feet**	**Acres**
Common Open Space	501,805	11.52
Residential Lot Area (Townhouse)	536,550	12.32
Residential Lot Area (Single-Family Detached)	1,928,420	44.27
Commercial Lot Area	394,825	9.06
Right-of-Ways	1,198,320	27.51
Charles Town Road Right-of-Way Reservation	17,885	0.41
Stormwater Management Area	372,672	8.56
Total	4,950,477	113.65
*Will vary with final engineering design.		

Common Open Space Calculations - Checklist Section 1332.04(E).2.x.	
Section 1322.08(B).3.	
Required (10%)*	495,048 sf
Proposed	501,805 sf

Neighborhood Residential Land Use Mix Requirements				
	Requirement		**Provided**	
Use	**%**	**Acres**	**%**	**Acres**
Residential	50	56.82	56.58	56.59
Commercial	10	11.36	10.10	11.48*
Open Space	10	11.36	10.13	11.52
*Includes 2.42 acres conveyed to the City of Charles Town for water treatment plant (PB 1135, Page 420)				

ADJACENT PROPERTY OWNER INFORMATION						
Reference #	**Owner Name**	**Owner Address**	**District**	**Tax Map**	**Parcel**	**Zoning District**
1	OAKLAND COMMUNITY CHURCH	104 OAKLAND DRIVE, CHARLES TOWN, WV 25414	3	10	208	GENERAL COMMERCIAL
2	OAKLAND U. M. CHURCH TRUSTEES	70 OAKLAND TERRACE, CHARLES TOWN, WV 25414	3	10	219	GENERAL COMMERCIAL
3	KENT H TICE ET UX	104 OAKLAND TERRACE, CHARLES TOWN, WV 25414	2	18	6.26	RESIDENTIAL GROWTH (COUNTY)
4	MARK & CHARIS HENSON	150 OAKLAND TERRACE, CHARLES TOWN, WV 25414	2	18	6.25	RESIDENTIAL GROWTH (COUNTY)
5	NORA SUE PAINTER	188 OAKLAND TERRACE, CHARLES TOWN, WV 25414	2	18	6.24	RESIDENTIAL GROWTH (COUNTY)
6	DARAL A KIDWELL ESTATE	254 OAKLAND TERRACE, CHARLES TOWN, WV 25414	2	18	6.23	RESIDENTIAL GROWTH (COUNTY)
7	MARK F. LANGLET - TR	544 LEGO DRIVE, CHARLOTTESVILLE, VA 22911	3	15	17	NEIGHBORHOOD RESIDENTIAL
8	CAROLYN & RONALD WIDMYER	1434 CATTAIL RUN RD, CHARLES TOWN, WV 25414	2	18	11.12	RURAL (COUNTY)
9	RONALD WIDMYER	1434 CATTAIL RUN RD, CHARLES TOWN, WV 25414	2	18	11.10	RURAL (COUNTY)
10	HIGH HORIZONZ FARM INC	336 ROSEMONT WAY, CHARLES TOWN, WV 25414	2	19	1	RURAL (COUNTY)
11	CITY OF CHARLES TOWN	PO BOX 14, CHARLES TOWN, WV 25414	3	10	218.2	NEIGHBORHOOD RESIDENTIAL
12	CITY OF CHARLES TOWN	PO BOX 14, CHARLES TOWN, WV 25414	2	19	1.1	RURAL (COUNTY)
13	DR ACQUISITIONS LLC	60 THOMAS JOHNSON DR, FREDERICK, MD 21702	2	17	22	RESIDENTIAL GROWTH (COUNTY)
14	ROMAN CATHOLIC DIOCESE	1300 BYRON ST, WHEELING, WV 26003	3	10	213	NEIGHBORHOOD COMMERCIAL
15	HARRY D LEE	15376 CHARLES TOWN RD, CHARLES TOWN, WV 25414	2	17	21	RES-LIGHT INDUSTRIAL-COMM (COUNTY)

(1) – ADJACENT PROPERTY OWNER REFERENCE NUMBER

250 125 0 250

GRAPHICAL SCALE: 1" = 250'

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OVERALL PLAN AND CALCULATIONS

FAIRVIEW SKETCH PLAN

CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

CT FILE #

SCALE:	HORIZ.: 1"=250' VERT.:
DATE:	MARCH, 2023
JOB:	FAIRVIEW
DRAWN: DC	CHECK: CW
CADD:	
NCS:	
SHEET:	2 OF 13

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LEGEND:

EXISTING		PROPOSED
———	BOUNDARY/RIGHT-OF-WAY LINE	———
———	ADJACENT BOUNDARY LINE	
— — —	EDGE OF PAVEMENT	
▭	BUILDINGS	
⌀	UTILITY POLE	
OHE OHE	OVERHEAD UTILITY LINE	
590	INDEX CONTOUR LINE (10')	
592	INTERMEDIATE CONTOUR LINE (2')	
∿∿∿	DRIP LINE OF TREES	
	5'-0" SIDEWALK	———

(1) – ADJACENT PROPERTY OWNER REFERENCE NUMBER

50 25 0 50 100 150

GRAPHICAL SCALE: 1" = 50'

MATCH LINE - SEE SHEET 4

CHARLES TOWN ROAD / WV ROUTE 115

EX. BUILDING

EX. BUILDING

EX. BUILDING

OPEN SPACE

ROAD C (50' RIGHT-OF-WAY)

MATCH LINE - SEE SHEET 6

520 510 500

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CONCEPTUAL PLAN

FAIRVIEW SKETCH PLAN

CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

CT FILE #

SCALE:	HORIZ.: 1"=50' VERT.:
DATE:	MARCH, 2023
JOB:	FAIRVIEW
DRAWN: DC	CHECK: CW
CADD:	
NCS:	
SHEET:	3 OF 13

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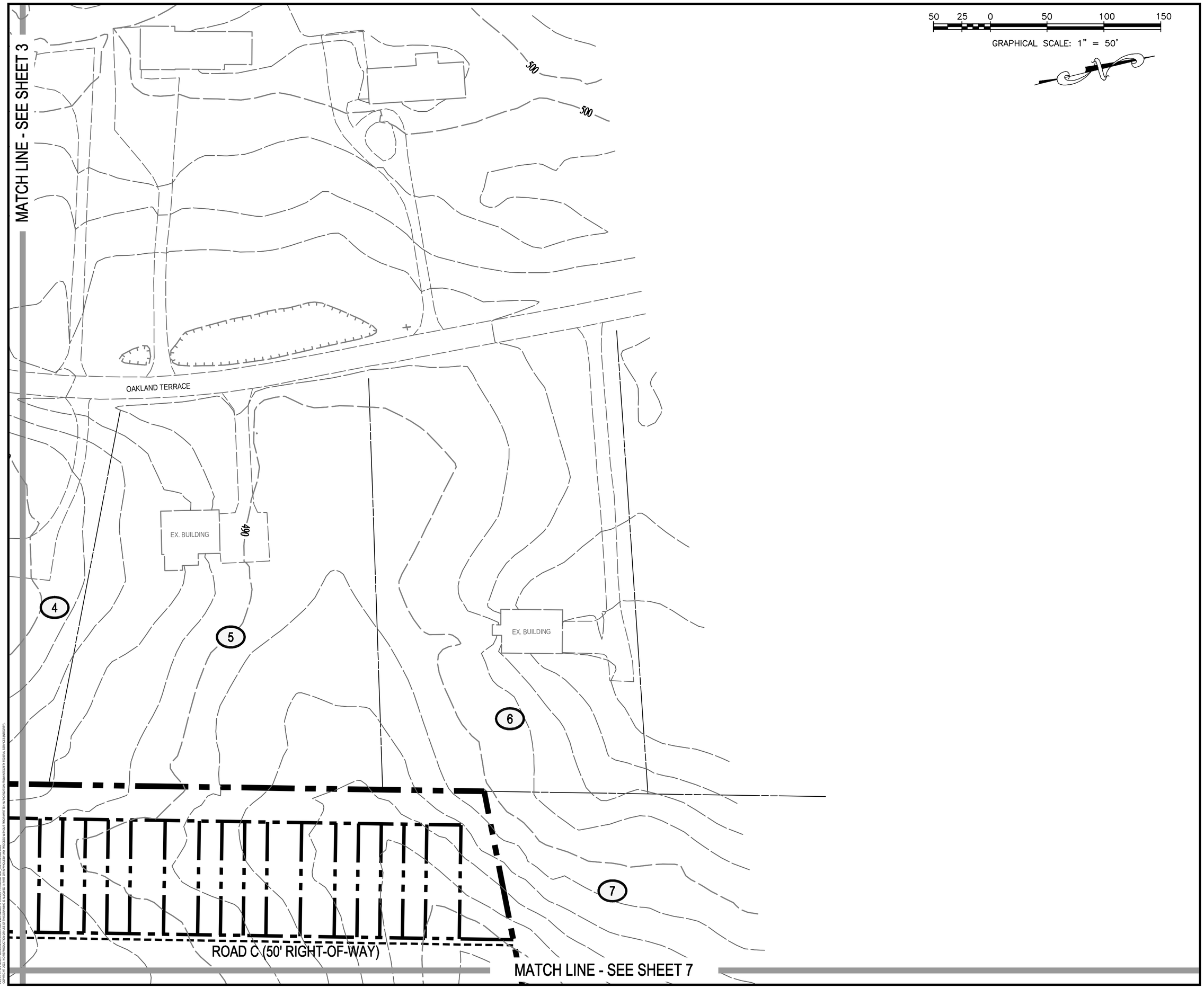

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CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

CT FILE #

SCALE:	HORIZ.: 1"=50' VERT.:
DATE: MARCH, 2023	
JOB: FAIRVIEW	
DRAWN: DC	CHECK: CW
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SHEET: 4 OF 13	

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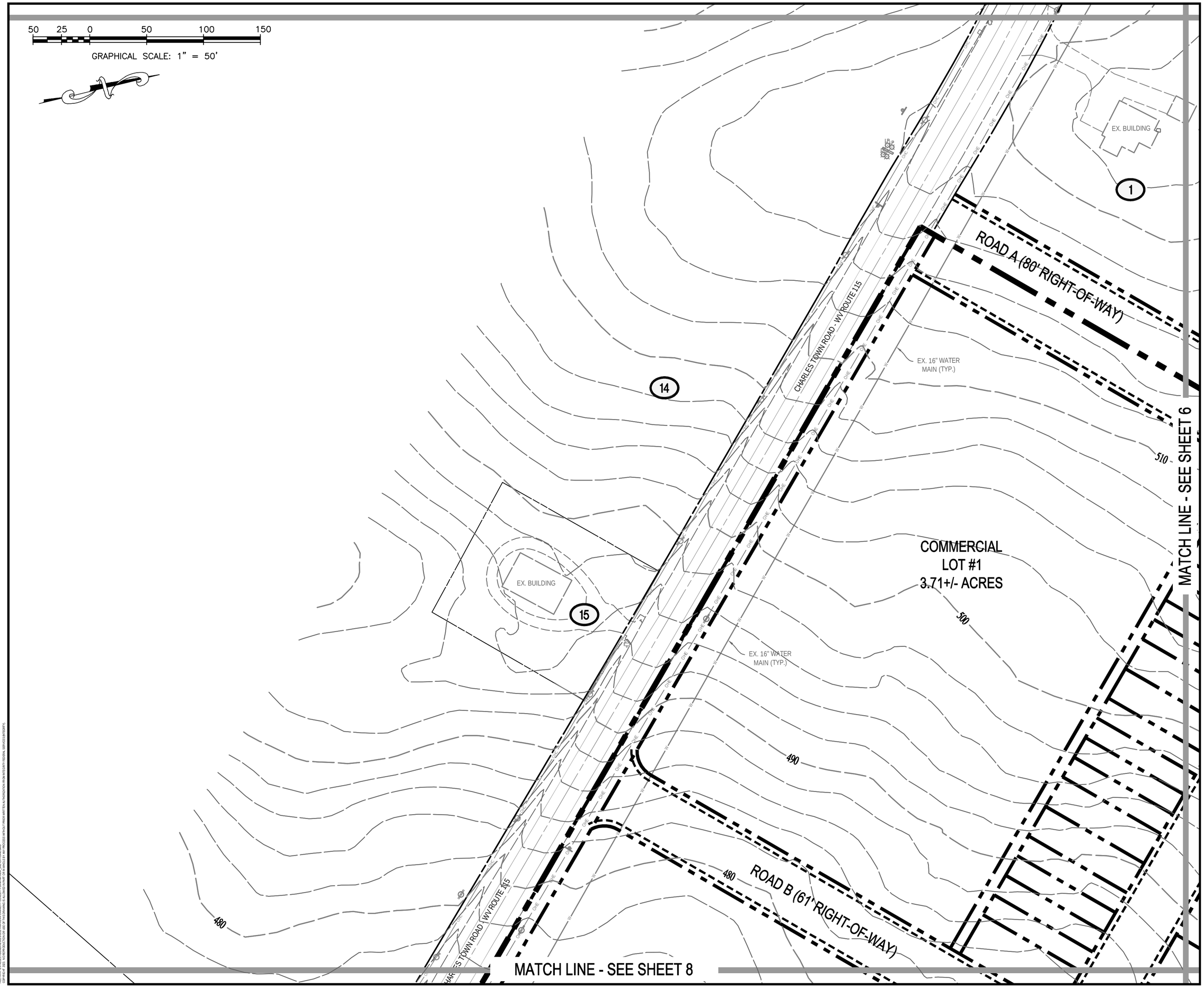

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CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

CT FILE #

SCALE:	HORIZ.: 1"=50' VERT.:
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SHEET: 5 OF 13	

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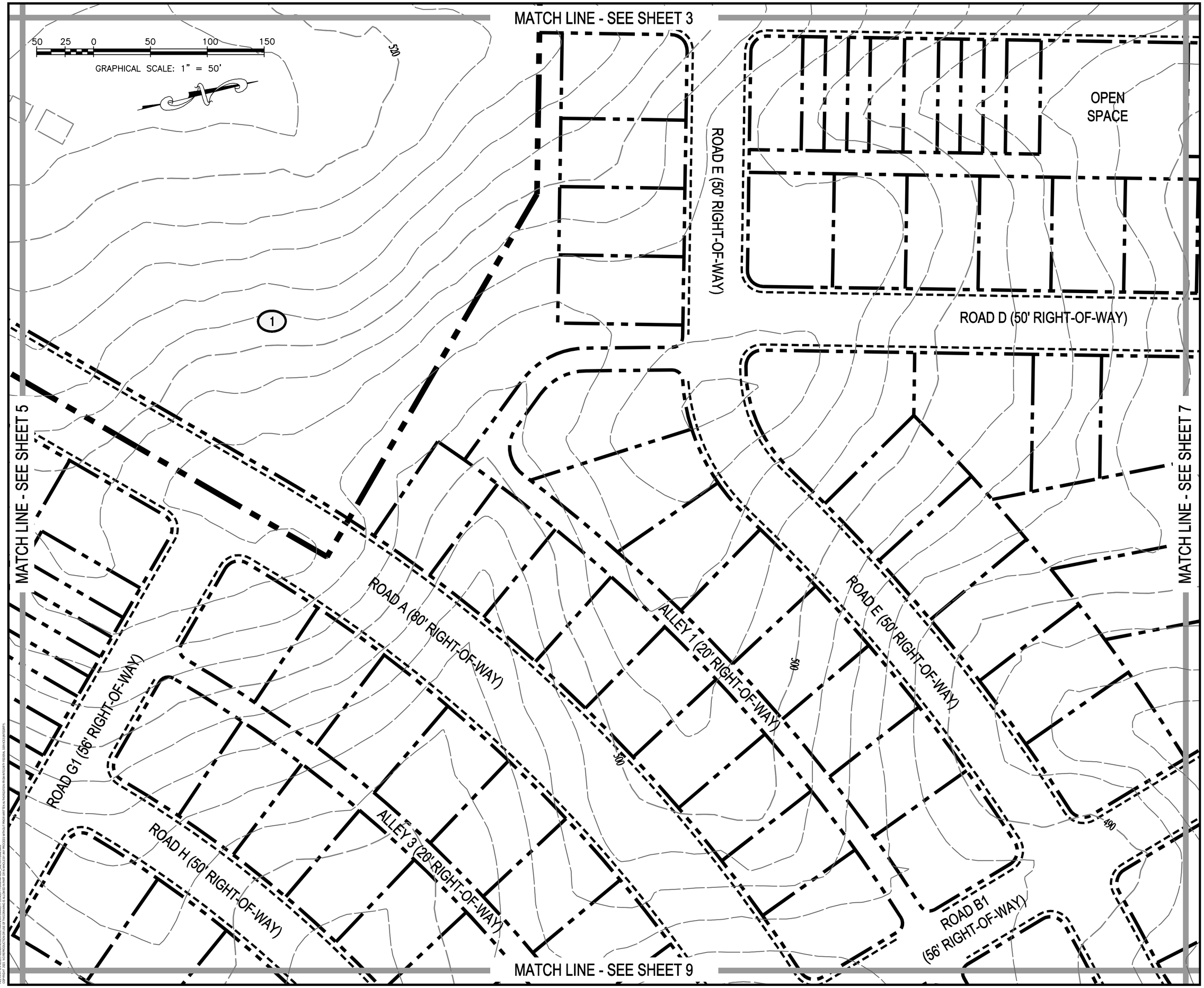

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CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

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SHEET: 6 OF 13	

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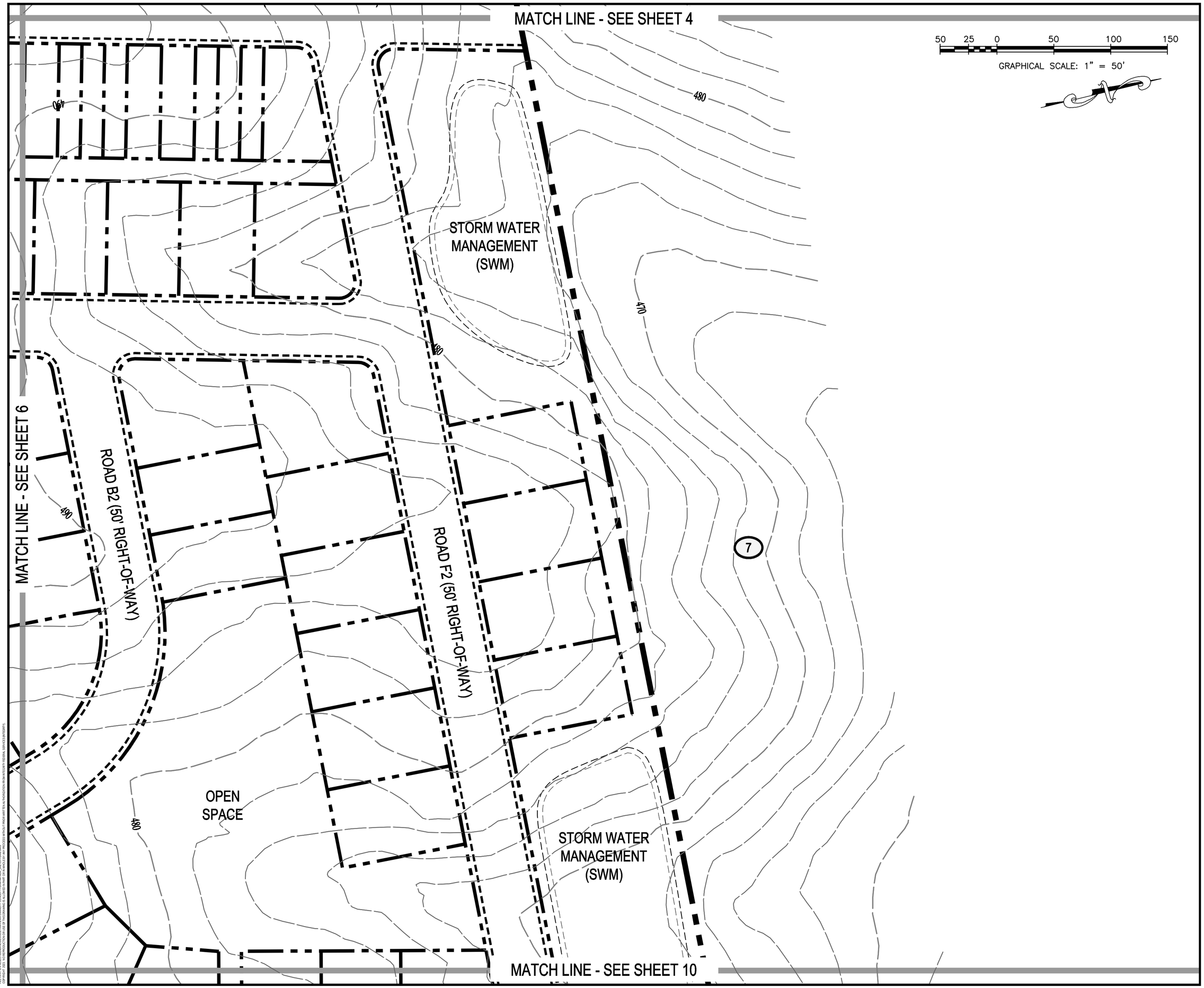

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FAIRVIEW SKETCH PLAN

CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

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SHEET: 7 OF 13	

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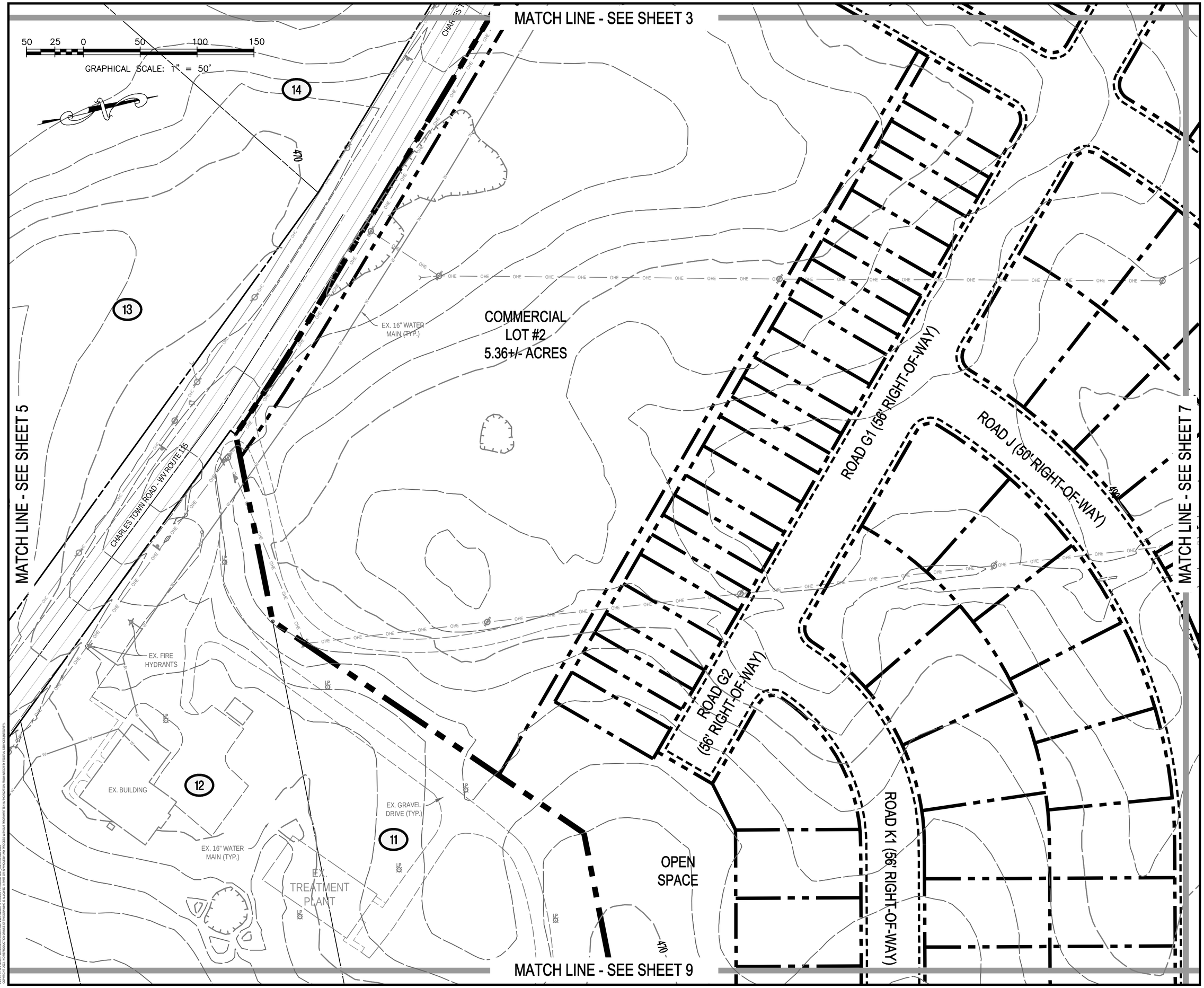

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CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

CT FILE #

SCALE:	HORIZ.: 1"=50' VERT.:
DATE: MARCH, 2023	
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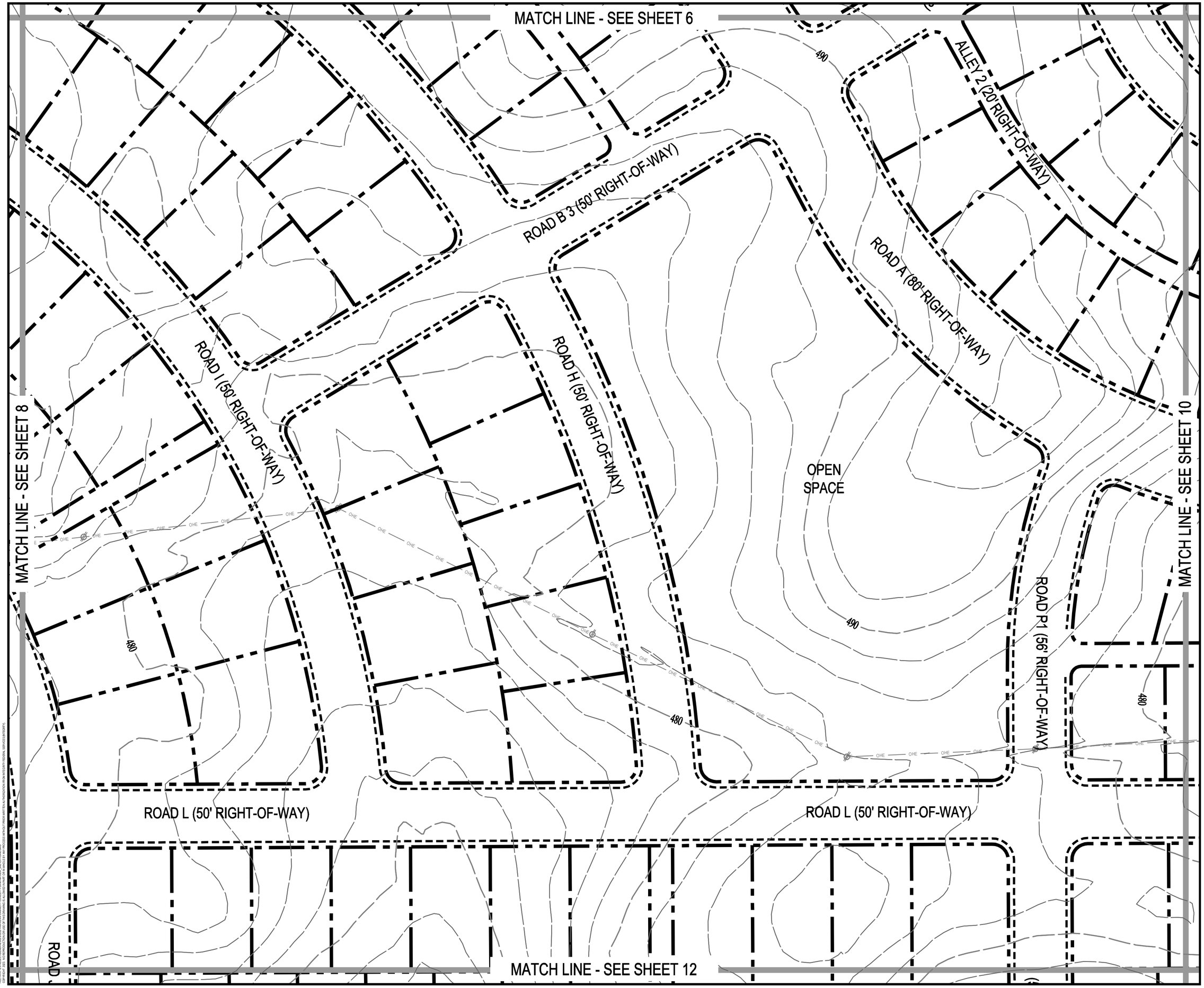

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CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

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TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

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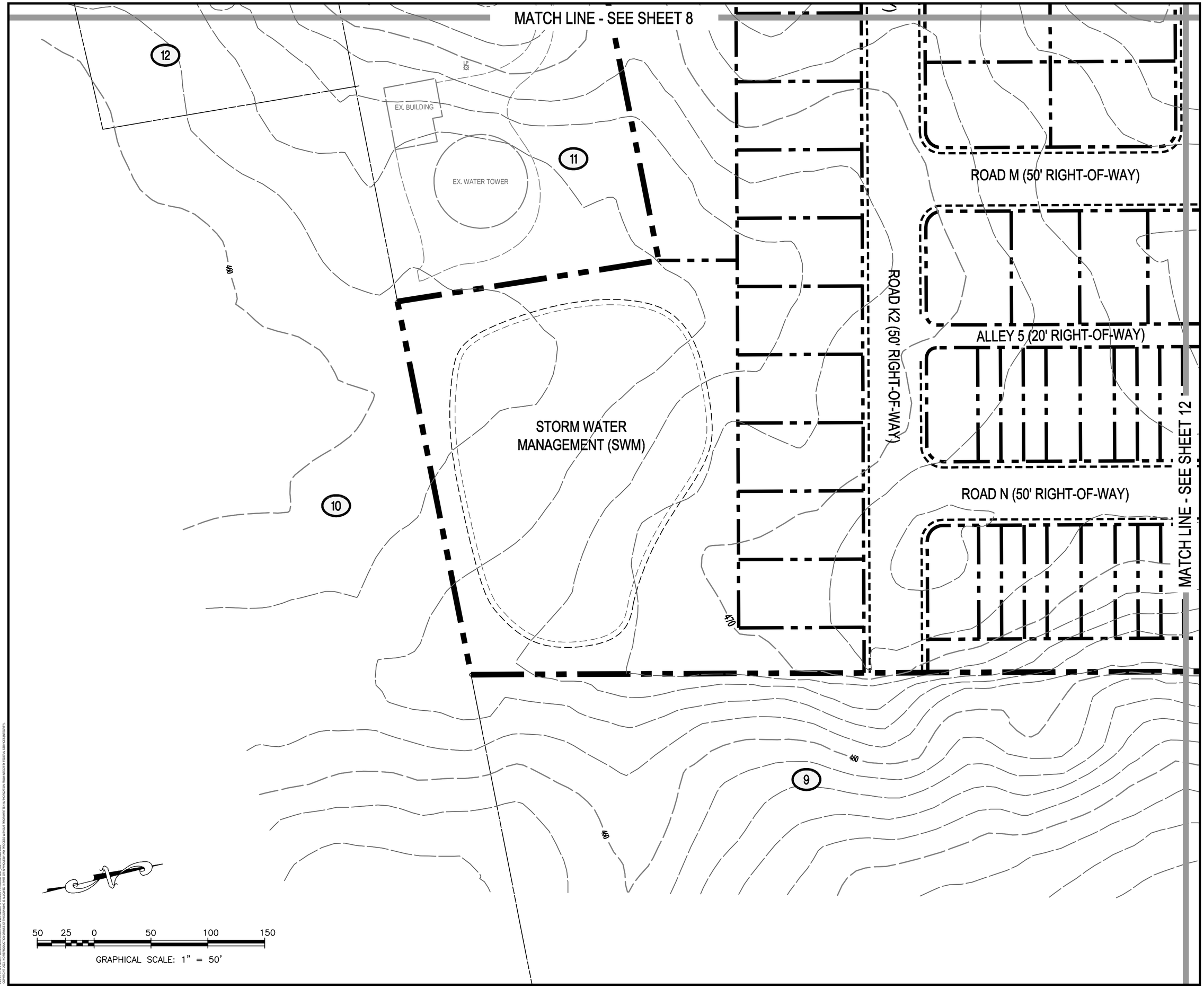

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CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

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SHEET: 11 OF 13	

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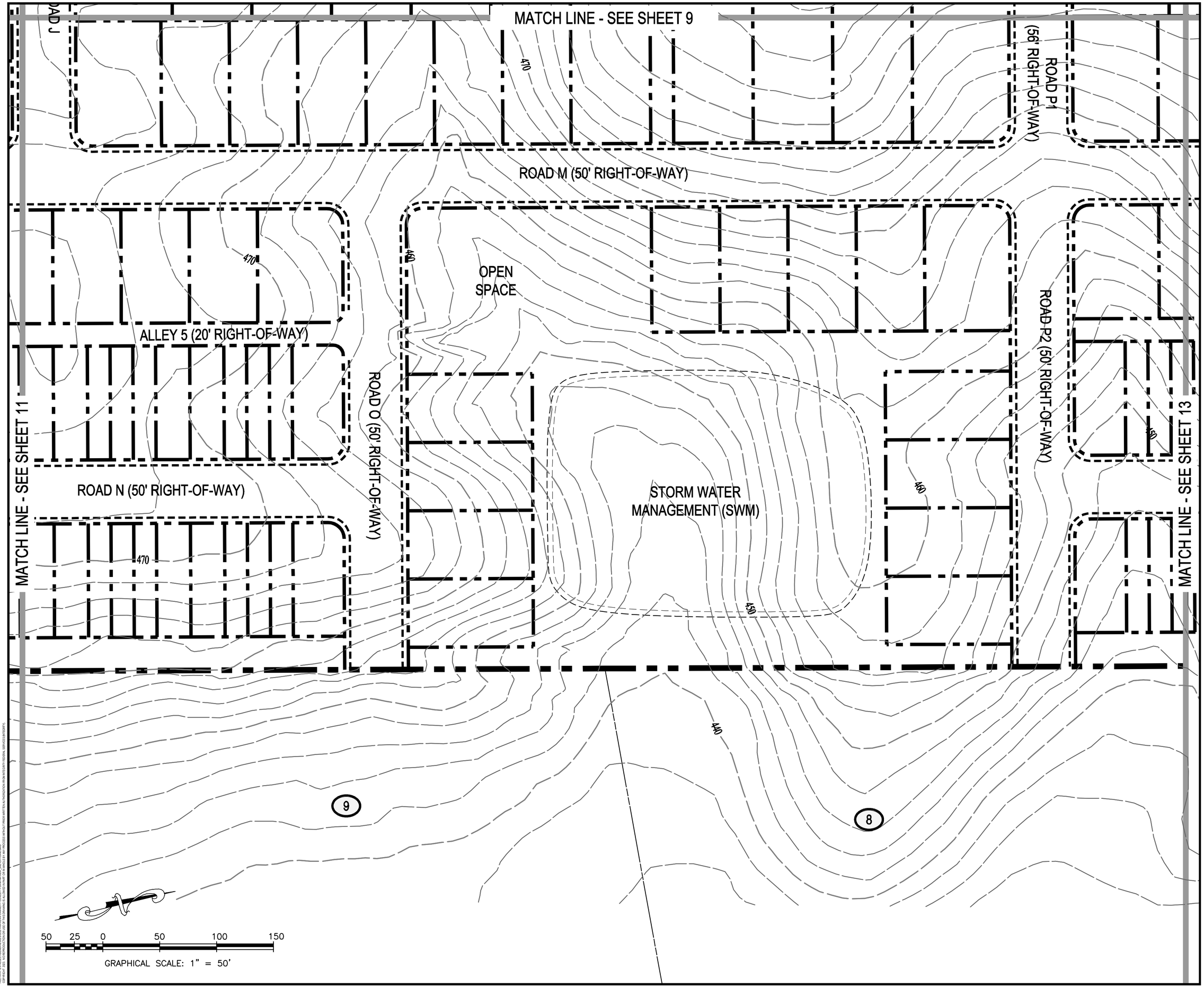

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CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

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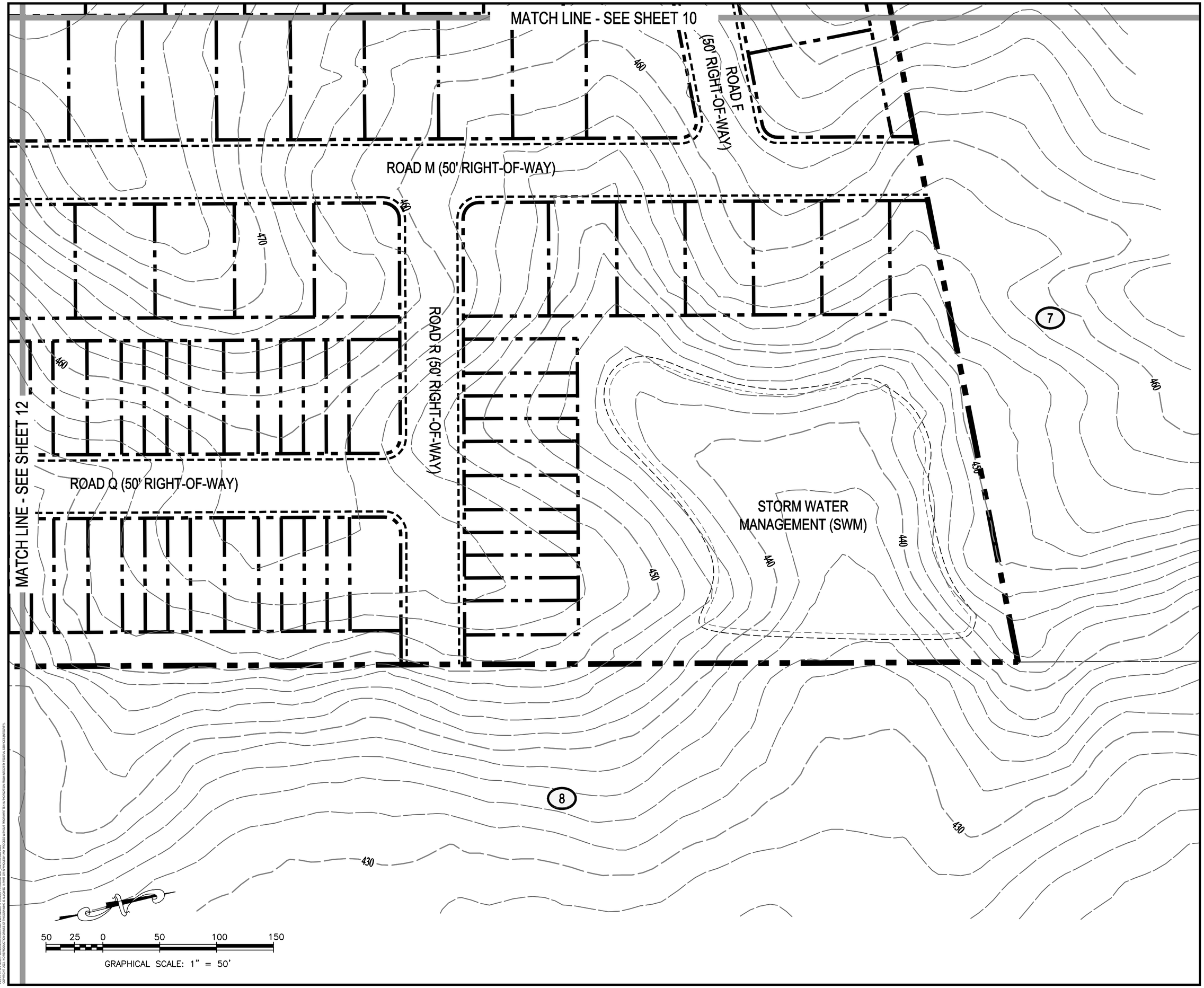
SHEET: 12 OF 13	



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FAIRVIEW SKETCH PLAN

CITY OF CHARLES TOWN, WEST VIRGINIA
TAX MAP 10, PARCEL 218.1 (D.B. 1089, PG 144)

CT FILE #

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SHEET: 13 OF 13	

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023:844: Wayfinding Reveal

ATTACHMENTS:

- Support for Final Design of Wayfinding Final.docx
- CT support letter.docx

Dear Mayor and Council,

The Design Committee of Charles Town Now has recently reviewed the proposed wayfinding signage. The Design Committee is very impressed with the quality of the design and thrilled to see this final version. Members of the committee universally praised this design, and the design concept as distinctively Charles Town. The inspiration of the wayfinding design consists of the community mosaic artwork on Charles Street, and the beautiful sunsets over Charles Town. The mosaic has become a focal point as a background for so many photographic moments and life events for our community. The sunsets offer hues of color across the skyline that compliment the colors in the mosaic. The theme of the wayfinding design has also been embraced and used in many marketing events by the City of Charles Town and Charles Town Now.

This design has been in draft for approximately three (3) years. This first started with Charles Town Planner Rashedul Deepon, and has been completed by Kimley-Horn. The Design Committee has been involved in this process during that duration of time. During the early stages of the development of the wayfinding signage, there was a community survey that guided and influenced the design of the wayfinding signage. Additionally, the wayfinding initiative has been endorsed twice by the City Council in the adopted Charles Town Comprehensive Plan and the Walkability and Connectivity Study. Both of these documents discuss in detail the need and value of wayfinding.

The Design Committee of Charles Town Now respectfully requests that the Mayor and Council adopt the wayfinding design as presented. As noted above, this has been in development for over three years, has been guided by a public process, and is inspired by both art in the downtown and nature. This design embraces and values Charles Town's existing distinct identity and character, signifying you have arrived in Charles Town. We look forward to continuing our collaboration with the City.

Respectfully submitted,

Design Committee

Members:
Julie Philabaum
Seth Rivard
Kathy Skinner
Daphne Wahl

Mitchell Park Companies

1833 S Street NW

Washington, DC 20009

908-884-6062

September 14, 2023

City of Charles Town

101 E. Washington Street

Charles Town, WV 25414

RE: Support for City-Wide Signage Improvements

To Whom It May Concern,

I am writing on behalf of Mitchell Park Companies, a commercial real estate development and advisory firm that is active in downtown Charles Town and the current owner/developer of the Stephenson Female Seminary building, at 515 E. Washington Street, a long-vacant historic building currently under renovation to become 9 new apartment residences. In addition to continuing to invest in Charles Town, we are also active throughout the rest of West Virginia, and have considerable experience in the areas of economic development, historic preservation, and real estate.

We strongly support the investment that is being considered into improving the City of Charles Town's signage. In our experience, we have often found that visual improvements like this are a small, but effective, indicator of a city's good governance and prioritization of its community members and visitors alike. We believe these upgrades will further improve the City's appeal and bolster its reputation as a place that is dedicated to investing in itself and its community stakeholders in numerous ways.

Sincerely,



Mark Letenzi
Owner

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-848: CTPD Public Safety Equipment Purchase -

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-852 - Payment of Bills - September 18, 2023

ATTACHMENTS:

- GENERAL FUND COUNCIL REPORT 2023 9 18.pdf
- PARKS REC COUNCIL REPORT 2023 09 18.pdf
- CW LANDLORD COUNCIL REPORT 2023 9 18.pdf

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
APPLE VALLEY WASTE SERVICE, INC.	9/15/23	TRASH SERVICE AUGUST 2023	GENERAL FUND	NON-DEPARTMENTAL	525.00
	9/15/23	TRASH SERVICE AUGUST 2023	GENERAL FUND	STREETS & HIGHWAYS	660.13
				TOTAL:	1,185.13
BOLAND TRANE SERVICES INC	9/15/23	SEPT23 HVAC SER 661 GEORGE	GENERAL FUND	POLICE DEPARTMENT	457.00
				TOTAL:	457.00
CINTAS	9/15/23	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	207.54
	9/15/23	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	207.54
				TOTAL:	415.08
COMCAST CORPORATION	9/15/23	CITY HALL INTERNET 9/9-10/	GENERAL FUND	CITY HALL	250.39
	9/15/23	661 XFINITY SER 9/7/23-10/	GENERAL FUND	POLICE DEPARTMENT	10.47
	9/15/23	661 INTERNET SERV 9/3-10/2	GENERAL FUND	POLICE DEPARTMENT	305.35
	9/15/23	MAINT SHOP INTERNET 9/7-10	GENERAL FUND	STREETS & HIGHWAYS	95.30
				TOTAL:	661.51
CHARLES TOWN UTILITY BOARD	9/15/23	661S GEORGE ST SERV 7/15-8	GENERAL FUND	NON-DEPARTMENTAL	86.72
	9/15/23	108N GEORGE ST 7/15-8/15/2	GENERAL FUND	CITY HALL	100.13
	9/15/23	105S GEORGE ST SERV 7/15-8	GENERAL FUND	CITY HALL	113.15
	9/15/23	661S GEORGE ST SERV 7/15-8	GENERAL FUND	POLICE DEPARTMENT	176.08
	9/15/23	34 N WATER ST 7/15-8/15/23	GENERAL FUND	STREETS & HIGHWAYS	153.55
				TOTAL:	629.63
DELTA DENTAL OF PENNSYLVANIA	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	NON-DEPARTMENTAL	527.61
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	ECONOMIC DEVELOPMENT	22.18
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	TREASURER'S OFFICE	22.18
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	CITY CLERK'S OFFICE	22.18
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	ENFORCEMENT AGENCY	22.18
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	BUILDING INSPECTION	22.18
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	PLANNING & ZONING	110.90
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	PARKING	22.18
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	POLICE DEPARTMENT	399.24
	9/15/23	OCT 2023 DENTAL PREMIUMS	GENERAL FUND	STREETS & HIGHWAYS	66.54
				TOTAL:	1,237.37
ENCOVA INSURANCE	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	NON-DEPARTMENTAL	122.68
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	ECONOMIC DEVELOPMENT	127.77
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	MAYOR'S OFFICE	25.55
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	CITY COUNCIL	81.77
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	CITY MANAGER'S OFFICE	389.65
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	TREASURER'S OFFICE	443.21
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	CITY CLERK'S OFFICE	118.11
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	POLICE JUDGE'S OFFICE	65.42
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	ENFORCEMENT AGENCY	99.67
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	BUILDING INSPECTION	150.87
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	PLANNING & ZONING	429.31
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	CITY HALL	197.08
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	PARKING	73.80
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	POLICE DEPARTMENT	2,816.05
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	POLICE-SPECIAL DUTY	50.09
	9/15/23	WORKERS COMP 7/1/23-7/1/24	GENERAL FUND	STREETS & HIGHWAYS	477.97
				TOTAL:	5,669.00
FIDELITY POWER SYSTEMS	9/15/23	PD GENERATOR SERVICE	GENERAL FUND	POLICE DEPARTMENT	1,142.50
				TOTAL:	1,142.50

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FIRST-CITIZENS BANK & TRUST CO	9/15/23	3RD FLOOR COPIER RENTAL SE	GENERAL FUND	CITY HALL	110.00
				TOTAL:	110.00
FRONTIER, INC.	9/15/23	CITY&PD PHONE SERV 9/4-10/	GENERAL FUND	CITY HALL	1,503.57
	9/15/23	RH-108N GEORGE 8/25-9/24	GENERAL FUND	CITY HALL	42.87
	9/15/23	CITY&PD PHONE SERV 9/4-10/	GENERAL FUND	POLICE DEPARTMENT	1,503.56
				TOTAL:	3,050.00
JEFFERSON PUBLISHING COMPANY, INC.	9/15/23	8/30&9/6 NPH VACANT BUILDI	GENERAL FUND	PLANNING & ZONING	46.86
	9/15/23	8/30&9/6 NPH HOUSING CODE	GENERAL FUND	PLANNING & ZONING	46.86
	9/15/23	8/30 NPH BZA-2023-04	GENERAL FUND	PLANNING & ZONING	33.26
	9/15/23	8/2 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	9/15/23	8/9 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	9/15/23	8/16 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	9/15/23	8/23 OPERATIONS DIRECTOR J	GENERAL FUND	CITY HALL	130.20
	9/15/23	8/23 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
	9/15/23	8/30 WEEKLY EVENT CALENDAR	GENERAL FUND	CITY HALL	69.50
				TOTAL:	604.68
LINCOLN NATIONAL LIFE INSURANCE COMPAN	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	ECONOMIC DEVELOPMENT	45.04
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	CITY MANAGER'S OFFICE	228.06
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	TREASURER'S OFFICE	112.01
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	CITY CLERK'S OFFICE	37.67
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	ENFORCEMENT AGENCY	45.43
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	BUILDING INSPECTION	70.08
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	PLANNING & ZONING	170.91
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	PARKING	35.18
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	POLICE DEPARTMENT	810.57
	9/15/23	OCT 2023 LIFE INS PREMIUM	GENERAL FUND	STREETS & HIGHWAYS	161.56
				TOTAL:	1,716.51
MOORE AND DORSEY, INC.	9/15/23	3 TREES- 8/31/23	GENERAL FUND	PLANNING & ZONING	531.00
				TOTAL:	531.00
PA TURNPIKE	9/15/23	7/27 WYSONG TOLLS	GENERAL FUND	STREETS & HIGHWAYS	5.30
				TOTAL:	5.30
PITNEY BOWES	9/15/23	POSTAGE LEASE 6/30/23-9/29	GENERAL FUND	CITY HALL	371.49
				TOTAL:	371.49
POTOMAC EDISON COMPANY, INC.	9/15/23	661 ELECTRIC SERV 8/4-9/5/	GENERAL FUND	NON-DEPARTMENTAL	1,163.33
	9/15/23	RH 108N GEORGE SER 8/2-8/3	GENERAL FUND	CITY HALL	152.25
	9/15/23	661 ELECTRIC SERV 8/4-9/5/	GENERAL FUND	POLICE DEPARTMENT	2,361.92
				TOTAL:	3,677.50
PURCHASE POWER	9/15/23	POSTAGE REFILL 8/23/23	GENERAL FUND	CITY HALL	200.00
				TOTAL:	200.00
SOUTH CENTRAL PLANNING & DEVELOPMENT C	9/15/23	MYPERMITNOW FEES AUGUST 20	GENERAL FUND	CITY HALL	730.00
				TOTAL:	730.00
STAPLES ADVANTAGE	9/15/23	SCISSOR,LETTER SORTER,	GENERAL FUND	CITY COUNCIL	13.69
	9/15/23	SOAP,BUS CARD HOLDER,POST	GENERAL FUND	CITY CLERK'S OFFICE	11.39
	9/15/23	FILE FOLDER ORGANIZER	GENERAL FUND	CITY CLERK'S OFFICE	7.21
	9/15/23	SCISSOR,LETTER SORTER,	GENERAL FUND	PLANNING & ZONING	76.55
	9/15/23	SOAP,BUS CARD HOLDER,POST	GENERAL FUND	CITY HALL	33.22

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	9/15/23	2 PACKS TAPE	GENERAL FUND	CITY HALL	23.00
	9/15/23	CLEAR TAPE	GENERAL FUND	CITY HALL	12.65
	9/15/23	2 BOXES MANILA FOLDERS	GENERAL FUND	CITY HALL	48.80
				TOTAL:	226.51
STEPTOE & JOHNSON PLLC	9/15/23	LEGAL SERVICES JULY 2023	GENERAL FUND	CITY ATTORNEY	27,776.50
				TOTAL:	27,776.50
SUSTAINABLE STRATEGIES DC	9/15/23	AUGUST 2023 BASE RETAINER	GENERAL FUND	CITY HALL	2,400.00
				TOTAL:	2,400.00
T-MOBILE	9/15/23	CELL SERV 7/21/23-8/20/23	GENERAL FUND	CITY MANAGER'S OFFICE	36.33
	9/15/23	CELL SERV 7/21/23-8/20/23	GENERAL FUND	ENFORCEMENT AGENCY	55.29
	9/15/23	CELL SERV 7/21/23-8/20/23	GENERAL FUND	BUILDING INSPECTION	36.33
	9/15/23	CELL SERV 7/21/23-8/20/23	GENERAL FUND	PLANNING & ZONING	17.85
	9/15/23	CELL SERV 7/21/23-8/20/23	GENERAL FUND	CITY HALL	55.29
	9/15/23	CELL SERV 7/21/23-8/20/23	GENERAL FUND	POLICE DEPARTMENT	35.70
	9/15/23	CELL SERV 7/21/23-8/20/23	GENERAL FUND	STREETS & HIGHWAYS	53.55
				TOTAL:	290.34
LYLE C TABB & SONS, INC.	9/15/23	BOX RENTAL FEES AUGUST 202	GENERAL FUND	STREETS & HIGHWAYS	3,000.00
				TOTAL:	3,000.00
THE JOURNAL,MARTINSBURG	9/15/23	2023 CAR SHOW AD	GENERAL FUND	FAIR ASSOC/FESTIVAL	460.00
				TOTAL:	460.00
U.S. BANK	9/15/23	AUG2023 CORP P-CARD PURCHA	GENERAL FUND	NON-DEPARTMENTAL	7,102.65
	9/15/23	AUG2023 GAS P-CARD PURCHAS	GENERAL FUND	NON-DEPARTMENTAL	4,690.95
				TOTAL:	11,793.60
UNITED WAY OF THE EASTERN PANHANDLE, I	9/15/23	TEEN COURT FEES AUGUST 202	GENERAL FUND	NON-DEPARTMENTAL	371.99
				TOTAL:	371.99
VITAL SIGNS PLUS, INC.	9/15/23	5 BIG CHECK SIGNS	GENERAL FUND	CITY HALL	200.00
				TOTAL:	200.00
WASTE MANAGEMENT	9/15/23	34N WATER ST TRASH SER 9/2	GENERAL FUND	STREETS & HIGHWAYS	302.87
				TOTAL:	302.87
WINCHESTER EQUIPMENT CO, INC.	9/15/23	FILTER	GENERAL FUND	STREETS & HIGHWAYS	90.35
				TOTAL:	90.35
WIRELESS NETWORKS GROUP INC	9/15/23	AUGUST 2023 VERIZON APP FE	GENERAL FUND	CITY HALL	5,450.00
				TOTAL:	5,450.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

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

001	GENERAL FUND	74,755.86
	GRAND TOTAL:	74,755.86

TOTAL PAGES: 4

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:	9/15/2023 THRU 9/15/2023

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	9/15/23	JMP PORTA POTTY SERV	PARKS & REC	PARKS & REC		265.00
					TOTAL:	265.00
CBP ENTERPRISES	9/15/23	AUG23 MOWING EVITTS RUN	PARKS & REC	PARKS & REC		930.00
	9/15/23	AUG23 MOWING HAPPY RETREAT	PARKS & REC	PARKS & REC		690.00
	9/15/23	AUG23 MOWING CRAIG HILL	PARKS & REC	PARKS & REC		940.00
	9/15/23	AUG23 MOWING JEFF MEM PARK	PARKS & REC	PARKS & REC		1,185.00
	9/15/23	AUG23 MOWING WILLINGHAM KN	PARKS & REC	PARKS & REC		1,180.00
					TOTAL:	4,925.00
CHARLES TOWN UTILITY BOARD	9/15/23	22 WATER ST SERV 7/15-8/15	PARKS & REC	PARKS & REC		55.41
	9/15/23	JMP WATER SER 7/15-8/15	PARKS & REC	PARKS & REC		788.41
					TOTAL:	843.82
FRONTIER, INC	9/15/23	JMP PHONE SERV SEPTEMBER 2	PARKS & REC	PARKS & REC		72.26
					TOTAL:	72.26
POTOMAC EDISON COMPANY, INC	9/15/23	JMP ELECTRIC SERV JULY 202	PARKS & REC	PARKS & REC		27.27
	9/15/23	JMP ELECTRIC SERV JULY 202	PARKS & REC	PARKS & REC		574.38
	9/15/23	JMP ELECTRIC SERV JULY 202	PARKS & REC	PARKS & REC		5.15
	9/15/23	JMP ELECTRIC SERV JULY 202	PARKS & REC	PARKS & REC		5.21
	9/15/23	JMP ELECTRIC SERV JULY 202	PARKS & REC	PARKS & REC		6.91
	9/15/23	JMP ELECTRIC SERV JULY 202	PARKS & REC	PARKS & REC		12.70
	9/15/23	JMP MEMORIAL 8/5-8/16	PARKS & REC	PARKS & REC		2.79
					TOTAL:	634.41

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

207	PARKS & REC	6,740.49
	GRAND TOTAL:	6,740.49

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: 9/15/2023 THRU 9/15/2023

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
YOUNT, HYDE & BARBOUR, P.C.	9/15/23	CWH LANDLORD 2022 TAXES	CWH LANDLORD LLC	CHARLES WASHINGTON HAL	1,760.00
				TOTAL:	1,760.00

FUND TOTALS	
011 CWH LANDLORD LLC	1,760.00
GRAND TOTAL:	1,760.00

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 02-CT BUILDING COMMISSION
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: CWL
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: 9/15/2023 THRU 9/15/2023

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: 09/18/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-824: YMCA Resolution

ATTACHMENTS:

- 2023-011 - A Resolution Supporting the Expansion of the YMCA into Jefferson County.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

A Resolution Supporting the Expansion of the YMCA into Jefferson County

WHEREAS, the top need identified by most leaders of Jefferson County is activities for kids and families, early-career single adults, and the elderly; and

WHEREAS, Jefferson County local governments have consistently recognized the need to expand both recreational opportunities and child care programs to support residents; and

WHEREAS, when choosing a location, businesses rate quality-of-life features like recreation and child care facilities as highly important; and

WHEREAS, the average wait time between seeking child care and receiving a placement in Jefferson County is 13.3 months; and

WHEREAS, the average wait time for child care far exceeds the neighboring counties-- Berkeley County, WV, at 6 months, and Frederick, MD, at 3 months; and

WHEREAS, in addition to the public-at-large and Shepherd University students, the area's six high school swim teams (Berkeley and Jefferson counties) must share the Shepherd University pool facility, resulting in limited and truncated practice times for each team; and

WHEREAS, the YMCA is the nation's largest provider of child care programs; and

WHEREAS, Jefferson County is serviced by only one, year-round public pool (Shepherd University); and

WHEREAS, the YMCA is the largest pool management agency in the world; and

WHEREAS, West Virginia University Medicine identified three, main health priorities as part of their December 2022 Community Needs Assessment for Berkeley Medical Center and Jefferson Medical Center: substance use and abuse (drugs, alcohol, tobacco, vaping), obesity and chronic disease (including cancer), and mental health; and

WHEREAS, the YMCA programs mitigate negative health outcomes by providing health and wellness training and classes for all ages from pre-natal to senior; and

WHEREAS, the YMCA has a variety of opportunities for families and kids including: swimming lessons, free lifeguard training, cooking classes, teens night out, chess club, art classes, STEM (science, technology, engineering, and math) programs, dance classes, sports leagues, and homeschool programming; and

WHEREAS, the YMCA has a variety of opportunities for early-career single adults such as: adult culinary classes, adult acting classes, introduction to watercolor painting, adult sports teams, fitness classes, and more; and

WHEREAS, the YMCA has a variety of opportunities for seniors including all of the adult programs and: massage (including oncology massage), senior social breakfast, lunch and learns such as "Managing Hip Pain" and "Breast Cancer Awareness," senior yoga, warm water exercise classes, etc.

NOW, THEREFORE BE IT RESOLVED, the City of Charles Town does hereby support a YMCA expansion into Jefferson County as a means to address the significant childcare needs, lack of access to aquatic facilities and programs, and need for healthy community activities.

Adopted the 6 day of SEPTEMBER, 2023.

Robert M. Trainor
Mayor

Attest:

John Nissel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-825: Green Streets, Green Jobs, Green Towns Award Program Chesapeake Funding Award Agreement

ATTACHMENTS:

- Chesapeake Bay Trust Award Agreement.pdf

Award Agreement between the Chesapeake Bay Trust
And the City of Charles Town, WV

July 14, 2023

This agreement is between the Chesapeake Bay Trust (the Trust) and the City of Charles Town, WV (the "awardee") (Unique Entity Identifier#: EAHHKJNBJ1Q3). The total amount of the award for award number 22245 is $172,445. Delivery of this award is made through the Green Streets, Green Jobs, Green Towns Award Program and is subject to receipt by the Trust of a signed copy of this agreement which confirms that:

1. **Award Amount and Description**: The award is in the amount of $172,445 for the installation of bioretention areas, permeable pavement, and native plantings along Liberty Street in Charles Town, WV. By accepting this award, awardee agrees that said monies will be used to accomplish deliverables with budgeted items as proposed in your application received on 3/8/2023, modified through any contingencies below, and approved in this agreement.

2. **Period of Performance**: The period of performance for this award is from 5/17/2023 to 9/1/2024.

3. **Changes in Scope and Budget**: Up to 10% of total project funds may be shifted from one of the seven high level budget categories (e.g., supplies, travel, etc.) to another, as long as the shift does not substantively modify the project's goals, objectives, milestones, or deliverables. Significant changes to project budget and/or scope must be approved by the Trust in advance of the change. Requests for approval of changes must be made by completing the Award Revision Request Requirement available in your online award portal. The following types of changes should trigger an Award Revision Request:

    a. Scope Changes:
        i. An alteration of the intent, goals, objectives, milestones, and/or deliverables of the project
        ii. A change in the physical location of a project
        iii. Changes in key personnel or key project partners
        iv. Changes in project deliverables are proposed in your original application and modified though any contingencies in this award agreement
        v. Changes in timeline in your original application or as any subsequently amended, including requests for no-cost extensions
    b. Budgetary Changes:
        i. Changes in budget that result in a greater than 10% shift in funds across high level budget categories (personnel, supplies, contractual, travel, field trip fees, other, and indirect costs)
        ii. Addition of a line item to the budget that falls under one of the seven high level budget categories that had not yet appeared in your budget (e.g., adding personnel when none had been approved previously or adding contractual services to the budget)
        iii. Budget changes that reflect an alteration of the intent of the project
        iv. Budget changes that reflect a change in the environmental benefit or impact of a project

4. **Pre-construction Meeting**: The awardee agrees to initiate, organize, and schedule a mandatory pre-construction meeting after the construction contract with the prime contractor has been awarded and

Executive Officer Initials

Project Leader Initials

phase describing how the previous phase funds were spent. If more than 10% of the funding remains from the previous phase payment, a description of how those remaining funds will be used must be included in the status report.

vi. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs**: Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each row entered into the FMS's "Expenses" worksheet must include a corresponding invoice/receipt/piece of documentation. Each individual invoice/receipt/piece of documentation must be numbered with the corresponding backup document numbers (Column A) in the FMS's "Expenses" worksheet and submitted in numerical order. Copies of timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430.

c. Final Payment of $17,245 will be distributed upon:

i. submission by **9/1/2024** to and approval by the Trust of the **record of attendance requirement** that documents the details of the **post-construction meeting**. The awardee agrees to initiate, organize, and schedule a mandatory post-construction site visit to include Trust staff, the landowner (if not the awardee), and the awardee to verify the project was completed as approved. In the event the awardee fails to complete the project in accordance with the conditions of this Agreement, the awardee shall return the funds to the Trust.

ii. submission to and approval by the Trust of your **final report due on or before 9/1/2024**. The final report shall include:

1. **Audit Verification Requirement** required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below).
2. **Programmatic Report**: A narrative report using the Trust's final report form accessed through http://www.GrantRequest.com/SID_1520. Included in the final report will be a deliverables section that should match the deliverables you proposed in your approved application, as modified by any contingencies or budget adjustments. In the final report form, report on Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) procurements made during the reporting period.
3. **Financial Report – FMS "Expenses" worksheet**: Information must be entered in the appropriate columns (see the "Expenses Instructions" worksheet) describing how the previous phase funds were spent plus the final 10% such that the full award amount, less any award monies not to be used, is reported. If unauthorized changes were made to the budget or deliverables without Trust approval you will be required to refund the award.
4. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs**: Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each row entered into the FMS's "Expenses" worksheet must include a corresponding invoice/receipt/piece of documentation. Each individual invoice/receipt/piece of documentation must be numbered with the corresponding backup document numbers (Column A) in the FMS's "Expenses" worksheet and submitted in numerical order. Copies of

Executive Officer Initials

Project Leader Initials

within 30 days of the construction start date, to include Trust staff, the landowner (if not the awardee), the awardee, the contractor, and the project engineer.

5. **Change to Design Plan**: Any changes to the design plans submitted to the Trust within the application must be approved by the funding partners; i.e., if the design plans submitted to the Trust are not identical to plans used for construction, changes must be approved.

6. **Start of Construction/Implementation**: Construction/Implementation must be initiated by 2/1/2024; otherwise the award may be terminated by the Trust.

7. **Distribution of Funding**: Funding will be distributed in phased payments as described below:
   a. Phase 1 payment of $77,600. This payment is contingent upon:
      i. Submission by **9/1/2023** to the Trust of:
         1. the signed award agreement;
         2. the Audit Verification Requirement required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below); and
         3. the record of attendance requirement to the online system for the project kick-off meeting that includes a summary of the meeting with West Virginia Department of Environmental Protection and the Trust. The funding partners would like to discuss the project scope with the applicant prior to work commencing to ensure project expectations are met. To coordinate the kick-off meeting, contact Trust staff, Nguyen Le at nle@cbtrust.org; and
      ii. Submission by **9/1/2023** to and approval by the Trust of a written statement (< 1 page) that commits to using only native plant species and to replacing the non-native plants on the plant list with native plants.

      Contact the Trust for assistance with these contingencies. Funds will not be released until these contingencies are met.

   b. Phase 2 payment of $77,600 **is contingent upon submission by 2/1/2024 to and approval by the Trust of**:
      i. **Copies of final (100%) designs, final (100%) landscape plans, and any required permits.**
      ii. **Record of attendance and meeting notes for completion of a pre-construction meeting** as outlined above in #4 (meeting notes will be submitted through the pre-construction meeting" requirement).
      iii. **Audit Verification Requirement** required for all awards involving federal funds (accessible via your online portal; see the "Submitting Documents" section below).
      iv. **Programmatic Report**: A status report using the Trust's status report form accessed through http://www.GrantRequest.com/SID_1520. The status report shall include a detailed description of the project. If the project involves a construction piece, include information about permit status, construction bid process, and construction scheduling. If the project involves an outreach piece, include information on how audiences have been identified and reached to date. In the status report form, report on Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) procurements made during the reporting period.
      v. **Financial Report – Financial Management Spreadsheet's (FMS's) "Expenses" worksheet**: Information must be entered in the columns associated with the previous

Executive Officer Initials

Project Leader Initials

timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430. Any invoices/receipts/pieces of documentation already submitted in reporting on a previous phase, if applicable, need not be resubmitted.

5. **Final Products**: Final products that include **completed bioretention areas, permeable pavement, and native plantings; final design plans; as-builts, if applicable; a final list of native plants installed;** and additional other deliverables as outlined in your award application and as modified through any contingencies.
6. **Photos of the Project**: For all projects that involve a construction element, submit before, during, and after construction photos. For all projects that involve an outreach or community engagement element, submit photos of engagement events.

8. **Progress Report(s)**: Progress report(s) on this project including the outreach and/or restoration progress, to date, is due to the Trust on or before **12/1/2023 and 6/1/2024**.

9. **Submitting Documents/Requirements**: The signed award agreement; other contingencies; record of attendances; and status, progress, and final reports are required to be submitted by logging into the Chesapeake Bay Trust Online System account accessed through the link http://GrantRequest.com/SID_1520 with the same username and password used when you applied. Status, progress, and final report extension requests must be made using the Award Revision Request Requirement prior to the report due date. Depending on the circumstances, the Trust may or may not grant an extension. In cases where the awardee fails to submit a status report, progress report, final report, or other requirement by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the awardee. By signing this award agreement, the awardee agrees to comply with all conditions of this agreement, status and progress report date(s), if applicable, and the final report date listed above and agrees to return funds if a complete report is not submitted by the deadline. Failure to submit report(s)/requirement(s) by the deadline will affect eligibility of future awards.

10. **Acknowledgement of Funding Partners**: All public communications and promotion, including press releases, print publications, signage, online messaging, etc. must:
    a. Acknowledge program partners United States Environmental Protection Agency Region 3, Chesapeake Bay Program, West Virginia Department of Environmental Protection, and the Chesapeake Bay Trust (using both names and logos) whose logos appear at the top of the cover letter to this Agreement.
    b. Include the Trust's logo (available at www.cbtrust.org/logo).
    c. Issue the following statement on all work products disseminated: "This project had been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement CB95300301. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

11. **Federal Funding Requirements**: This program is a partnership of the Trust and the United States Environmental Protection Agency (EPA), with EPA funding coming through CFDA# 66.964 Chesapeake Bay Program Implementation, Regulatory/Accountability and Monitoring Grants

Executive Officer Initials

Project Leader Initials

through Federal Award Identification Number (FAIN) CB95300301 dated 9/9/2022 For purposes of accounting, you may consider your award ($172,445) composed of 100% federal funding as a sub-award. Neither the non-federal nor the federal component of the award, if any, may be used to match funds from other federal programs. If you are receiving federal funds (i.e., the percentage of your award from federal source is >0%), as a sub-recipient:

a. You must comply with federal requirements governing the use of those funds, specifically Title 2 CFR 200: Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance).
b. If your total Federal annual expenditures exceeded $750,000 you are required to obtain a Single Audit and to furnish the Trust and our auditors with the Single Audit financial statement for each year covered by the award and allow access to your records.
c. Consistent with federal procurement guidelines, you must obtain or have obtained at least three estimates for any work to be performed by subcontractors greater than $10,000 and less than $250,000, must keep documentation on the estimates, and must use good faith efforts to engage disadvantaged/minority/women business enterprises (DBE) by reaching out to DBE/MBE/WBE firms to submit estimates/bids (the following websites may be helpful in identifying firms:
DC: https://dslbd.secure.force.com/public/,
DE: https://deldotcivilrights.dbesystem.com/FrontEnd/searchcertifieddirectory.asp,
MD: https://marylandmdbe.mdbecert.com/,
PA: http://www.dgs.internet.state.pa.us/suppliersearch,
VA: https://www.sbsd.virginia.gov/directory/,
WV: http://apps.sos.wv.gov/business/corporations/searchadvanced.aspx). You must verify by checking at http://www.sam.gov/SAM/ that any subcontractor or supplier has not been suspended, debarred, excluded, or disqualified by the federal government, and pass this requirement on to your subcontractors who in turn use subcontractors or suppliers.

12. The recipient agrees to comply with the terms and conditions included in the proposal submission and all applicable local, state, and federal laws.

The undersigned who is (are) fully authorized in the premises of the City of Charles Town, WV accepts, subject to the terms and conditions in the above award agreement.

Return signed copied of the full award agreement, with each page initialed and full signatures on the last page*, by uploading a scanned copy to your Chesapeake Bay Trust Online System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Please keep a copy for your records.

Signature of Executive Officer*	Mayor, City of Charles Town	5 Sep 2023
	Title	Date
Signature of Project Leader*	City Manager	Sept 14/23
	Title	Date
Signature of Jana Davis, Ph.D., President; Chesapeake Bay Trust	President	7/14/2023
		Date

Award #: 22245 Award Program: Green Streets, Green Jobs, Green Towns

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-826: Police Pension Fund Annual Report Signed Certification

ATTACHMENTS:

- Annual Report Memo Signed 9-5-23.pdf

City of Charles Town

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

MAYOR
Robert M. Trainor

CITY COUNCIL
James Kratovil
Elizabeth Ricketts
Kevin Tester
Jeff Hynes
Priscilla Rodd
Julie Philabaum
Michael George
Rikki Twyford

CITY MANAGER
John Nissel

CITY CLERK
Alissa Meeks

Municipal Pensions Oversight Board
301 Eagle Mountain Road, Suite 251
Charleston, West Virginia 25311

Under penalty for false swearing (West Virginia Code §61-5-3), I hereby certify the foregoing information in this annual report of the City of Charles Town Pension and Protection Fund for fiscal year 2023 to be true and accurate in all respects. I further certify (per§8-22-19(d)(1) and §8-22-19(d)(1)(B)) the Board of Trustees of the pension and relief fund has made a report to the governing body of the municipality and to the oversight board on the condition of its fund with respect to the fiscal year. This Annual Report has been presented to the Charles Town city council on September 5, 2023.

Date: September 5, 2023

Name: John Nissel

Signed:

Title: Municipal Treasurer and Custodian of the Policemen's/Firemen's Pension and Relief Fund

Municipality: Charles Town

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-828: Infrastructure Committee Report

ATTACHMENTS:

- City_ Infrastructure Committee Report_ August 2023.pdf

City of Charles Town
Infrastructure Committee
Report from August 28, 2023

I. CALL TO ORDER: Monday, August 28, 2023 at 4:30PM- City Hall

Persons Present: *Councilmembers:* Elizabeth Ricketts (Chair), Prisicall Rodd, and Jim Kratovil; *Staff:* Jim Wysong, Alissa Meeks, *City Manager:* John Nissel

II. NEW BUSINESS

2023-757: Congress & Lawrence Street Intersection Damage

Intersection was damaged severely by a Griffith Energy truck hitting a curb, leading the Mayor to declare an emergency and receive an estimate from Kimley Horn for repairs to all or individual corners.

Recommendation to Council: *Authorize the project go to bid for construction improvements on all four corners of the intersection at an estimated cost of* ***$273,783.10***

2023-758: Augustine Avenue Trail

Construction agreement and check for city-required match have been sent to DOH for Phase I of the trail which runs from Perry Drive to Page Jackson Elementary. Questions of easements and right-of-way remain and conversations between DOH and the city attorney continue. Staff is writing to DOH to request additional TAP grant funding for the expected overage-cost of the project.

Recommendation to Council: *none at this time - information only*

2023-759: Liberty Street Storm Water Project

The G3 grant awarded to the city in the amount of $172,445 requires a signed agreement from the City Council. Based on the application submitted in March 2023, an Award Revision Request will need to be filed due to changes in key personnel (John Barkely and Todd Wilt). The timeline outlined in the application would require completion of the project by September 2024. The City also previously received Congressionally Directed FEMA funding in the amount of $380,000 (with an expected match of $120,000). City Manager John Nissel plans to discuss the project with the County Administrator relating to the courthouse parking lot portion of the project and the potential of demolishing the condemned countybuilding on E. Washington Street. There was also discussion of the larger issue of stormwater management city-wide and the study done by Greenway Engineering in December 2020.

Recommendation to Council: *Review and sign the Award Agreement between the Chesapeake Bay Trust and the City of Charles Town.*

2023-760: Signage - Audit and Design

Designs are with Kimley Horn but not yet finalized or made public.

Recommendation to Council: *none at this time*

2023-761: Staff and City Manager Suggested Item(s)

The committee will continue to work with staff to receive updates on the running list of City infrastructure projects with the intention of using this info to inform a 5 year CIP.

Recommendation to Council: *none at this time*

2023-762: Accessible Parking Request - Referral from Council

A request was made to add two accessible parking spaces on the 100 block of North George Street. The committee feels this is a reasonable request. The City Manager will work with relevant parties to assess the feasibility.

Recommendation to Council: *Approve the installation of one or two handicapped accessible parking spaces, based on updates from staff.*

III. STAFF UPDATE

Maintenance Director, Jim Wysong

- Storm cleanup from July 14th completed - new trees planted downtown
- Car Show preparation
- Pool closed for season on August 27th
- Flooding on South Samuel and East Academy Streets impacting two residents- Mayor and Kimley Horn visited site and requested a "storm water analysis" proposal for **$35,596 -** storm drains previously replaced and repaving on the street were cited as changes to the area. The Maintenance team made some efforts to alleviate the issue short term.

Recommendation to Council: *Work with Kimley Horn to assess additional stormwater issues in the same area, primarily the issues experienced by residents on Shutter Street.*

IV. INFORMATION ONLY: Next Meeting Monday September 25, 2022 at 4:30 PM at City Hall.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-845: Rouss Hall Lease

ATTACHMENTS:

- First Admendment to the Rouss Hall Lease.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.

Notwithstanding the foregoing, if the City chooses to no longer appropriate hotel occupancy tax collections to the CVB at any time during the term of this agreement, then the CVB shall have the option to withdraw from this agreement and terminates its effect as to the CVB, effective immediately upon giving written notice to the City, JAC, and Firehouse. In such event, thereafter: (i) CVB shall have no rights or obligations under this agreement; (ii) the premises shall be used only for the purposes of promoting arts and humanities in the City and Jefferson County; and (iii) JAC and Firehouse shall contribute a total of $150 per month toward the payment of utilities with each contributing at least $75 per month.

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 first and second indented items in Section Seventeen – Notices of the Original Agreement (being the respective names and addresses for Jefferson Arts Council and Washington Street Artists' Cooperative) are deleted in their entirety and the following text is substituted in lieu of the deleted text:

> **Jefferson Arts Council:** President, Jefferson Arts Council, P.O. Box 38, Charles Town, WV 25414;
>
> **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: 29 Aug 2023

By: Robert W Larson

Its: Mayor

JEFFERSON ARTS COUNCIL

Date: 9/1/2023

By: Suzy R Smith

Its: President

FIREHOUSE GALLERY LTD

Date: 8/31/2023

By:

Its: President

JEFFERSON COUNTY CONVENTION & VISITORS BUREAU

Date: 8/29/2023

By: Quentin Lauer Yates

Its: CEO

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-847: Charles Town Utility Board Meeting Minutes - August 23, 2023

ATTACHMENTS:

- 2023.08.23 CTUB MINUTES.pdf

Charles Town Utility Board
Regular Board Meeting
August 23, 2023

The Charles Town Utility Board held a regular meeting on August 23, 2023 at 4:00 P.M. Members of the Board present were newly appointed John Nissel, Chairman; Duke Pierson, Vice Chairman; Tommy Stocks, Treasurer, Jeff Whitten, Board Member; and Heidi Parker, Board Member. Also present were Kristen Stolipher, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and Tricia Jackson; County Commission Liaison.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of August 9, 2023 Regular Meeting Minutes

The Chairman called for changes or corrections to the August 9, 2023 regular meeting minutes. Mrs. Parker suggested one change to the Class Cost of Service item.

Action: **Motion made by Mr. Pierson, second by Mr. Whitten the Board unanimously approved the minutes as amended.**

PUBLIC COMMENT

The Board received no public comment.

UNFINISHED BUSINESS

Class Cost of Service - Additional Information, Recommendation and Implementation Schedule Discussion

Mrs. Stolipher included the revised data from Gannet Fleming for the Board to review. Also provided was a water and sewer monthly rate comparison for CTUB versus surrounding utilities as well as a preliminary analysis of debt service coverage. Mrs. Stolipher suggested the Board move forward with a recommendation at the next meeting once the accountant, Mr. Kunkle, provides an analysis for the proposed sewer and water bond issues. The Board provided discussions on the various rate options. Mrs. Stolipher will prepare a packet to present to City Council after the September 13th board meeting. The Chairman mentioned holding a "CTUB Day" for elected officials to visit various CTUB infrastructure sites.

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

NEW BUSINESS

Renewal and Replacement Project Change Order #3

Mrs. Stolipher provided Change Order #3 for various items relating to the Renewal and Replacement project. The Board held discussions and requested speaking with the engineer, Chris Eckenrode, before moving forward with the request.

Action: **Motion made by Mr. Stocks, second by Mrs. Parker, the Board unanimously approved tabling this item until discussing with the Mr. Eckenrode.**

Plug Valve Replacement

Mrs. Stolipher provided a quote totaling $16,050.00 for three plug valves that need to be replaced, but were not included in the Renewal & Replacement project as it was previously thought they would not be used.

Action: **Motion made by Mr. Whitten, second by Mr. Pierson, the Board unanimously approved the plug valve replacement quote.**

Resolution No. 2023-05 – Establishment of a Standing Audit Committee and the Appointment of Members of Such Committee

Mrs. Shultz presented a draft resolution to establish a standing audit committee to formalize the process of selecting an auditing firm in accordance with the State Auditors office. The auditing firm selection process is conducted every three years. Once the committee has been selected, Mrs. Shultz will provide a packet to those members to score the firms that apply to the RFP. The committee will then bring their decision to the Board for final vote.

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved Resolution No. 2023-05 as submitted.**

Action: **Motion made by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved the appointment of Mr. Stocks, Mrs. Shultz and Mrs. Stolipher as members of the standing audit committee.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided City Council approved the ARPA funding commitment of up to $190,000 for a new 10-foot-wide trail as part of the Collection Systems project. City Council also approved the conveyance of the Locust Hill utility property parcel to the HOA. Mrs. Stolipher mentioned the VFD installation at the generator building at the intake site is almost complete and commended staff on the cleaning of Basin #3 at the wastewater plant. She also provided an update on the progress of hydrant repairs.

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

Chairman Report

The Chairman provided no updates.

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

APPROVAL OF BILLS

August 23, 2023

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

INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, September 13, 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 4:44 P.M.

John Nissel
Chairman

Ashley Stottlemyer
Secretary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/18/23
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2023-849: Sheetz Agreement - Signed

ATTACHMENTS:

- Sheetz Agreement - Signed.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

Alanna J. Keller, P.E.
Deputy Secretary of Transportation
Deputy Commissioner of Highways

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

August 29, 2023

The Honorable Bob Trainor
Mayor, City of Charles Town
101 E Washington Street
Charles Town, WV 25414

Dear Mayor Trainor:

Enclosed for your files is a fully executed copy of the Agreement between Sheetz, Inc., the City of Charles Town, and the West Virginia Division of Highways regarding the installation of a new traffic signal at the intersection of CR 340/18 (Augustine Avenue) with Washington Patriots Drive and the proposed Sheetz development approach and the modification of an existing traffic signal at the intersection of US 340 (Berryville Pike) with CR 340/18 (Augustine Avenue) in Charles Town, Jefferson County.

If we can be of further assistance, please do not hesitate to contact this office at telephone (304) 558-3063.

Very truly yours,

Ted J. Whitmore, P. E.
Director -
Traffic Engineering Division

TJW:Mb

Enclosure

cc: HCC, CC, HO, CD, DE-5, DTE-5, OS (CW, DM)

E.E.O./AFFIRMATIVE ACTION EMPLOYER

RESOLUTION OF THE COUNCIL OF THE CITY OF CHARLES TOWN, WEST VIRGINIA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, WITH REGARD TO ESTABLISHMENT AND MAINTENANCE OF A TRAFFIC SIGNAL SYSTEM WITHIN THE MUNICIPAL LIMITS OF THE CITY OF CHARLES TOWN, JEFFERSON COUNTY, WEST VIRGINIA.

BE IT RESOLVED BY THE CITY OF CHARLES TOWN, JEFFERSON COUNTY, WEST VIRGINIA, AS FOLLOWS:

1. That the Mayor of the City of Charles Town, West Virginia, a Municipal Corporation, be and is hereby authorized to execute, to have acknowledged, and to have delivered on behalf of said City, an agreement, a copy of which is attached hereto and made a part hereof, with the West Virginia Department of Transportation, Division of Highways, with regard to the establishment and maintenance of a traffic signal system within the Corporate Limits of said City; and
2. That the City Clerk and Recorder do properly attest the signature of said officials and affix the seal of the City to said agreement.

On motion made by Councilperson James Kratsas and seconded by Council Person Jeff Hynes, the City Council of Charles Town, West Virginia, does hereby approve and authorize the adoption of said Resolution.

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON
CITY OF CHARLES TOWN

I, Cindy J. Meeks, City Clerk and Recording Officer of said Municipality, do hereby certify that the foregoing are true copies from the records of order made and entered into by the Council of said Municipality on the 17th day of July, 2023.

Cindy J. Meeks
City Clerk and Recording Officer

AGREEMENT

THIS AGREEMENT, made this 29th day of August, 2023, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, a State Agency, hereinafter referred to as "Division;" **SHEETZ, INC.**, hereinafter referred to as "Developer;" and the **CITY OF CHARLES TOWN**, a Municipal Corporation, hereinafter referred to as "City."

WITNESSETH

THAT WHEREAS, Developer is constructing a new access to serve the Sheetz development at the intersection of CR 340/18 (Augustine Avenue) with Washington Patriots Drive and proposed Sheetz access in Charles Town, Jefferson County, West Virginia; and,

WHEREAS, Division, Developer, and City are mutually agreed with respect to the installation of a new traffic signal at the intersection of CR 340/18 (Augustine Avenue) with Washington Patriots Drive and proposed Sheetz access, including a signalized crosswalk across Augustine Avenue, and the modification of an existing traffic signal at the intersection of US 340 (Berryville Pike) with CR 340/18 (Augustine Avenue) in Charles Town, Jefferson County, West Virginia; and

WHEREAS, due to the fact that the necessity for installing the new traffic signal and modifying the existing traffic signal at the above described locations arises from traffic flowing into and out of the Developer development and regulation of said traffic will benefit the patrons of said facilities, the Developer has indicated a desire to pay for the construction costs of installing and modifying such traffic signals, including a signalized crosswalk across Augustine Avenue, said contribution to be in the form of a donation to the State Road Fund to be conditioned upon use of the entire amount thus donated for purposes hereinafter set forth

WHEREAS, by Resolution bearing date of 17th day of July, 2023, the Council of the City of Charles Town has authorized and directed proper authorities to execute, acknowledge, and deliver an agreement on behalf of said City, setting out terms and

conditions thereof, a copy of which Resolution is affixed to this agreement and made part hereof, and

WHEREAS, Division, Developer, and City are desirous of cooperating in adoption of said rules, regulations, stipulations, and conditions in order to establish their mutual responsibilities and obligations with regard to the future maintenance and operation of said traffic signals.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the mutual covenants herein entered into and mutual benefits to be derived by parties hereto, said Division, Developer, and City do hereby agree that the following will be the duties and responsibilities of each party, respectively.

DUTIES AND RESPONSIBILITIES OF THE DIVISION

The Division agrees:

1. To prepare plans and specifications necessary for a project for the construction of the installation of a new traffic signal at the intersection of CR 340/18 (Augustine Avenue) with Washington Patriots Drive and proposed Sheetz access and modification of an existing traffic signal at the intersection of US 340 (Berryville Pike) with CR 340/18 (Augustine Avenue), and to let a contract for the erection thereof, and to supervise the installation of the same.
2. To pay for the installation of a communications connection and pay the continuing service cost.
3. To program all intersection controllers.
4. To perform all major maintenance of the traffic signal system and communications system, excluding cleaning and/or replacement of LED signal indications at Division's sole expense and without cost or expense of any nature whatsoever to Developer or City.

DUTIES AND RESPONSIBILITIES OF DEVELOPER

Developer agrees:

1. To contribute upon being advised by the Division of the actual cost, a donation to the

State Road Fund a sum of money equal to one hundred percent (100%) of the construction costs of installing the new traffic signal at the intersection of CR 340/18 (Augustine Avenue) with Washington Patriots Drive and proposed Sheetz access and modification of the existing traffic signal at the intersection of US 340 (Berryville Pike) with CR 340/18 (Augustine Avenue), currently estimated to be three hundred twenty-five thousand dollars ($325,000).

2. That the terms of this agreement shall be binding upon successors and assigns.

DUTIES AND RESPONSIBILITIES OF THE CITY

The City agrees:

1. To perform properly all minor maintenance of the traffic signal, including cleaning and/or replacement of LED signal indications at the City's sole cost and without cost or expense of any nature to Developer or Division.
2. To pay for the continuing power costs of the traffic signals.
3. Not to alter in any way and not to remove any part of the traffic signal without prior approval by the Division.
4. To permit construction and maintenance on City property of any pole, foundation, signal and support or any other appurtenance necessary for completion of the project.
5. To enact any appropriate ordinances, resolutions, or regulations necessary to accomplish the purposes of this agreement and to enforce such ordinances, resolutions, and/or regulations.

IT IS FURTHER UNDERSTOOD AND AGREED UPON BETWEEN DIVISION AND DEVELOPER:

1. That the work agreed to be done by the Division in connection with the overall installation and modification of the aforesaid traffic signals shall be done in three phases, to wit:

a. The preparation of plans and specifications for a contract letting;

b. The advertising and acceptance of competitive bids on the contract;

c. The awarding of a contract for said traffic signals and the supervision of the construction thereof.

2. That the construction cost shall include contract bid amount, estimated contract administration and inspection cost of Division personnel assigned to the project, and the cost of materials supplied from the Division's inventory to expedite the completion of the contract. Division shall provide Developer with appropriate detail and/or back up information related to construction costs for which Developer is responsible under this Agreement.

3. That upon completion of the installation and modification of the traffic signals, all equipment, poles, and all other appurtenances, are and shall remain the property of Division.

4. That Developer has not had, does not have now, and shall not have in the future, any responsibility in respect to the planning, design, construction or maintenance of the installation and modification of said traffic signals.

5. That the Developer grants the Division or City the right and privilege to enter upon such portions of the Developer's property located near the intersections for the purpose of constructing and maintaining the traffic signals and their appurtenances.

6. This agreement shall be governed by and interpreted in accordance with the substantive laws of the State of West Virginia. Any civil action pursuant to this contract must be commenced and head in the State of West Virginia.

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

APPROVED AS TO FORM THIS
21 DAY Jun 2023
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS
2306084

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

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

SHEETZ, INC.

By:

Its: VP of Store Development

CITY OF CHARLES TOWN
A Municipal Corporation

By: _____
Its: Mayor