CITY OF CHARLES TOWN
CITY COUNCIL
AGENDA • FEBRUARY 5, 2024

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

: **2024-155:** City Council Meeting Minutes - January
Jan. 17th Meeting Minutes.pdf

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

: **2024-136:** Life Saving Medal Award - Officer Jarrett Day

: **2024-139:** Letter to Governor Jim Justice - Invitation to WV Fest
Invitation to Governor Justice to WV Fest.pdf

6. COMMITTEE REPORTS

: **2024-129:** Ordinance Committee Report - January 18, 2024, Meeting
Ordinance Meeting Minutes 1_18_24.pdf

: **2024-130:** Infrastructure Committee Report - January 22, 2024, Meeting
Committee Report_ Infrastructure January 2024.pdf
Meeting Schedule Infrastructure Committee 2024.pdf

: **2024-131:** Personnel Committee Report - January 22, 2024, Meeting

7. CITY MANAGER REPORT

: **2024-154:** City Manager Report - February 5, 2024
City Manager Report.pdf

: **2024-52:** Jefferson County 5-year Hazard Mitigation Plan and Review of Resolution
Hazard Mitigation Plan Resolution.docx

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2024-51:** Second Reading - TXA2023-07 Commercial Pad Site Preparation
1. Report.pdf

: **2024-74:** Contract with HdL Companies for Council Approval

10. NEW BUSINESS

: **2024-13:** Application for vacancy on the Building Commission - term ending December 31, 2028
Building Commission Application - Mary Ellen Mahoney.pdf

: **2024-59:** BR2023-07: Norborne Glebe Phases 9, 10A - Bond Reduction
1. Staff Report.pdf
2. Land Disturbance Application.pdf
3. Land Disturbance Estimate.pdf
4. Performance Bond Application.pdf
5. Performance Estimate.pdf
6. KH Review.pdf

: **2024-60:** BR2023-08: Tiny Treasures Daycare - Bond Establishment
1. Staff Report.pdf
2. Application.pdf
3. Estimate.PDF
4. KH Review.pdf

: **2024-61:** BR2023-09: Joan and Joe's Coffee - Bond Establishment
1. Staff Report.pdf
2. Application.pdf
3. Revised Estimate.pdf
4. 2023-12-07 KH Review.pdf
5. 2023-12-12 KH Review.pdf

: **2024-77:** Black History Month Resolution
Black History Month Resolution.docx

: **2024-113:** Jefferson County Parks & Recreation Fireworks Partnership Request
Fireworks Funding support.pdf

: **2024-114:** Opioid Money Request from Jefferson County Community Ministries

: **2024-115:** First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part 3 Traffic Code, Article 355 All-Terrain Vehicles and Article 349 Miscellaneous Rules
Article 355 - All-Terrain Vehicles - Redlined Copy.pdf
Article 355 - All-Terrain Vehicles.docx
Article 349 - Miscellaneous Rules - Redlined Copy.pdf
Article 349 - Miscellaneous Rules.docx

: **2024-138:** B&O Tax Discussion - Executive Session

: **2024-137:** Possible Real Property Acquisition - Executive Session

11. REFERRALS TO COMMITTEES/COMMISSIONS

12. APPROVAL OF BILLS

: **2024-156:** Approval of Bills - February 5, 2024

COUNCIL REPORT CAP RESERVE 2-5-24.pdf
COUNCIL REPORT GEN FUND SALES TAX 2-5-24.pdf
COUNCIL REPORT PARKS & REC 2-5-24.pdf
GENERAL FUND COUNCIL REPORT 2024 02 05.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING FEBRUARY 20, 2024, at 7:00PM

: **2024-57:** Zakhary Dunning Planning Commission Oath of Office
Zakhary Dunning Oath -2024.pdf

: **2024-58:** Carlo Olivares Tree Board Oath of Office
Carlo Olivares Oath - 2024.pdf

: **2024-72:** Public Comment Letters from January 17, 2024, meeting
Mr. Tolbert's remarks.pdf

: **2024-75:** Charles Town Utility Board Meeting Minutes - January 10, 2024
2024.01.10 UB MINUTES.pdf

: **2024-78:** Charles Town Police Department Statistical Reports - November and December 2023
November CTPD 2023.pdf
December 2023.pdf

: **2024-110:** Planning Commission Meeting Minutes - September, October, and November 2023
9.25.23 PC MINUTES_APPROVED.pdf
10.24.23 PC MINUTES_APPROVED.pdf
11.27.23 PC MINUTES_APPROVED.pdf

: **2024-133:** Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) January 2024 Project Award Letter
HEPMPO January 2024- with project award letter.pdf

: **2024-134:** Guidance for Jefferson County Development Authority (JCDA) Representative
Guidance for JCDA Representative (November 2018).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: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-155: City Council Meeting Minutes - January

ATTACHMENTS:

- Jan. 17th Meeting Minutes.pdf

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • January 17, 2024

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

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

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

Mr. John Nissel, City Manager; Ms. Alissa Meeks, Community Development Director; Ms. Cindy Rezmer, Operations Manager; Ms. Krista Davis, Finance Director; Mr. James Newman, City Planner; Ms. Liz Cook, Business Development and 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

2024-35: City Council Meeting Minutes - January 2, 2024

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

3. PUBLIC COMMENT

Mr. Stephen Plescou of Conduit Street Partners thanked the Council for tabling Agenda Item 2024-26: Rezoning for Prospect Place.

Ms. Sandra Sokol expressed her desire that the Prospect Place property stay zoned as commercial use. She also recommended adding an elementary/middle school campus to the Prospect Place property.

Ms. Mara Bauserman spoke on the City's special activity permit policy, pointing out perceived inconsistencies and recommended several changes to the policy.

Mr. Michael Tolbert's comments regarded Agenda Item 2024-23: Draft Letter to the West Virginia Department of Highways Supporting the MLK/Route 51 Intersection Improvement Project. He expressed his disappointment at the lack of public hearings/input and numerous other unresolved issues with the proposed project.

4. WARD REPORTS

Ward #1

Ms. Ricketts reported that the scheduled "Frosty Fest" related event at Happy Retreat has been cancelled due to the West Virginia Alcohol Beverage Control Administration's denial of Happy Retreat's Fairs and Festivals one-day permit application.

Mr. Kratovil had nothing to report.

Ward #2

Mr. Hynes refuted the social media statement that claimed that the county is having all the homeless people in the state of West Virginia bused into Charels Town. Mr. Hynes stated that the claim is absurd and that the City of Charles Town was named as the fourth safest city in West Virginia last year. He reminded residents to check their sources before posting unsubstantiated statements on the internet.

Mr. Tester had nothing to report.

Ward #3

Ms. Philabaum had nothing to report.

Ms. Rodd had nothing to report.

Ward #4

Mr. George had nothing to report.

Ms. Twyford had nothing to report.

5. MAYOR'S REPORT

Mayor Trainor had nothing to report.

6. COMMITTEE REPORTS

2024-22: Finance Committee Report - January 9, 2024

Mayor Trainor reviewed the Finance Committee report with the Council.

7. CITY MANAGER REPORT

2024-39: City Manager Report - January 16, 2024

Mr. Nissel reviewed the City Manager's report with the Council. He also expressed his appreciation for Mr. Jim Wysong and the City's Maintenance Department for their outstanding efforts clearing snow from our City streets. Ms. Meeks presented an update on the City's Community Development Department activities.

8. POLICE CHIEF REPORT

Chief Kutcher reviewed the November and December 2023 Charles Town Police Department Statistical Reports with the Council. He also announced that Officer Julian Bound has passed his physical fitness exam and will be attending the police academy in Fairmont, WV beginning Monday, 22 Jan 2024. The next police candidate testing date is scheduled for February 17, 2024.

9. UNFINISHED BUSINESS

2024-14: Liberty Street Project Update

Ms. Cindy Rezmer, City Operations Director announced that she has been assigned as the project leader for the Liberty Street flooding mitigation project and that Krista Davis will be its Executive Officer. She reported that she has been approved to access the Chesapeake Bay Trust portal, hosted a "kick-off" meeting with the project stakeholders, uploaded all required reports to the portal, and requested a grant extension of at least 6-months.

2024-23: Draft Letter to the West Virginia Department of Highways Supporting the MLK/Route 51 Intersection Improvement Project

Mr. Kratovil moved to approve the letter to the West Virginia Department of Transportation with the following changes; that the Mayor will add his signature to the letter and that the Jefferson County Board of Education as well as the and Jefferson County Commission will be copied on the letter. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

2024-27: Public Hearing - Article 1705 West Virginia Building Code

Mr. Kratovil moved to open the public hearing. Mr. Tester seconded the motion, and there were no objections.

No one had signed up for the public hearing.

Mr. Kratovil moved to close the public hearing. Mr. Tester seconded the motion, and there were no objections.

2024-28: Second Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part 17 West Virginia State Building and Housing Code, Article 1705 West Virginia Building Code

Mr. Kratovil moved to approve the Second Reading of Article 1705 West Virginia Building Code. Ms. Philabaum seconded the motion, and it passed by unanimous vote.

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

10. NEW BUSINESS

2024-29: Presentation from Bobby Monroe of HdL Companies regarding B&O Tax Collections.

After Mr. Monroe's presentation, Mr. Kratovil moved to direct the City Manager to evaluate the HdL proposal and present his findings and proposed contract

for Council consideration at the next City Council meeting. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

2024-30: Public Hearing: ZMA2023-02 - Rezoning for Prospect Place

Since the Rezoning for Prospect Place item was tabled, there was no public hearing.

2024-26: Rezoning for Prospect Place - ZMA2023-02

Mr. Kratovil moved to table the Rezoning for Prospect Place until more information becomes available to the Council. Mr. George seconded the motion, and it passed by a 7-1 vote.

RESULT:	**APPROVED [7-1]**
MOVER:	James Kratovil
SECONDER:	Micheal George
AYES:	Kratovil, Ricketts, Tester, Philabaum, Rodd, George, Twyford
NAYS:	Hynes

2024-31: Public Hearing: TXA2023-07: Text Amendment regarding Commercial Pad Site Preparation

Ms. Ricketts moved to open the public hearing. Mr. George seconded the motion, and there were no objections.

No one signed up for the public hearing.

Mr. George moved to close the public hearing. Mr. Tester seconded the motion, and there were no objections.

2024-24: Text Amendment regarding Commercial Pad Site Preparation - TXA2023-07

Mr. George moved to approve the first reading of the text amendment regarding Commercial Pad Site Preparation. Mr. Kratovil seconded the motion, and it passed by unanimous vote.

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

2024-32: Public Hearing: TXA2023-10: Text Amendment regarding Open Space Requirements

Mr. George moved to open the public hearing. Mr. Tester seconded the motion, and there were no objections.

No one had signed up for the public hearing.

Mr. George moved to close the public hearing. Mr. Hynes seconded the motion, and there were no objections.

2024-25: Text Amendment regarding Open Space Requirements - TXA2023-10

Mr. George moved to approve the text amendment regarding Open Space Requirements. Mr. Kratovil seconded the motion, and it passed by unanimous vote.

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

2024-18: Application for vacancy on the Charles Town Tree Board - term ending December 31, 2027

Ms. Philabaum moved to appoint Mr. Carlo Olivares to the Charles Town Tree Board for a term ending December 31, 2027. Mr. Kratovil seconded the motion, and it passed by unanimous vote.

Mr. Nissel administered the oath of office to Mr. Olivares.

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

2024-1246: Application for vacancy on the Planning Commission - Term Ending December 31, 2026

Mr. Kratovil moved to appoint Mr. Zakhary Dunnings the Charles Town Planning Commission for a term ending on December 31, 2026. Mr. Hynes seconded the motion, and it passed by unanimous vote.

Mr. Dunning was not able to attend the Council meeting. He will be sworn in before the next Planning Commission meeting.

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

2024-2 City of Charles Town Special Activity Permit/Special Event Permit Policy Review

Council directed staff to review the City's Special Activity Permit/Special Event Permit Policy, recommend revisions, and submit a recommended "red-line" version of the policy for Council approval.

2024-11: Charles Town Tree Board Master Plan for 2024

Mr. Kratovil moved to approve the Charles Town Tree Board Master Plan for 2024. Mr. Tester seconded the motion, and it passed by unanimous vote.

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

2024-12: Jefferson County Development Authority Update

Ms. Ricketts, as the Council's liaison to the Jefferson County Development Authority (JCDA), presented a JCDA update to the Council.

2024:34 Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) Update

Ms. Ricketts, as the Council's liaison to HEPMPO, presented a HEPMPO update to the Council.

11. REFERRALS TO COMMITTEES/COMMISSIONS

There were no referrals to committees or commissions.

12. APPROVAL OF BILLS

2024-38: Payment of Bills - January 16, 2024

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

13. ADJOURNMENT

Mayor Trainor asked if there was any other business to come before the Council. Hearing none he adjourned the meeting at 9:20PM.

14. INFORMATION ONLY - NEXT SCHEDULED COUNCIL MEETING - February 5, 2024, at 7:00PM

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: 02/05/24
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-136: Life Saving Medal Award - Officer Jarrett Day

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-139: Letter to Governor Jim Justice - Invitation to WV Fest

ATTACHMENTS:

- Invitation to Governor Justice to WV Fest.pdf

OFFICE OF THE MAYOR

ROBERT M. TRAINOR

The Golden Rule City

VIA EMAIL AND FIRST-CLASS MAIL

February 1, 2024

Office of the Governor
State Capitol, 1900 Kanawha Blvd. E
Charleston, WV 25305

Subject: Invitation to the Charles Town "West Virginia Fest" on Saturday, June 15, 2024

Dear Governor Justice:

I write on behalf of the City of Charles Town to cordially invite you to be our guest of honor at this year's annual Charles Town "West Virginia Fest", one of our major downtown festivals, drawing ten thousand West Virginians as well as folks from across the tri-state region for a fun-filled day of activities in celebration of West Virginia's birthday.

Typically, we hold our annual WV Fest on the third Saturday of June, which is the 15th this year. Our celebration usually runs from 10:00AM to 5:00PM or so. Charles Town West Virginia Fest is an absolutely awesome event with plenty of activities for all ages including music, street fair, arts and cultural presentations, and a rousing "Are You Smarter than an 8th Grader?" history quiz competition hosted by Curator Randall Reid-Smith. We would be especially pleased and grateful if you served as our special Guest of Honor for these festivities. Naturally, we'll accommodate your schedule for that day to ensure that you'll be able to make the most of your time in the beautiful Eastern Panhandle.

Please feel free to contact me at 304.283.2946 or email: btrainor@charlestownwv.us if you have any questions.

My contacts for this event are:

Ms. Liz Cook, Downtown Coordinator at 304.261.6279, ecook@charlestownwv.us;
Mr. John Nissel, City Manager at 304.724.3244, jnissel@charlestownwv.us;
Mr. Matt Ward at 202.422.2411, Matt.Ward@StrategiesDC.com

Sincerely,

Robert M. Trainor
Mayor

cc: Melissa.R.Parsons@wv.gov
Rebecca.D.Blaine@wv.gov
Randall.ReidSmith@wv.gov
Daryl.E.Cowles@wv.gov

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-129: Ordinance Committee Report - January 18, 2024, Meeting

ATTACHMENTS:

- Ordinance Meeting Minutes 1_18_24.pdf

City of Charles Town Ordinance Committee Report - January 18, 2024

Call to Order:
18:02

Committee Members In Attendance:

Rikki Twyford, Julie Philabaum, Kevin Tester (arrived at 18:12)

Also in attendance: John Nissel - City Manager

Agenda / Discussions:

Article 355 and Article 349.22 - All Terrain Vehicles Due to conflicting verbiage in these two ordinances, we reviewed state code and municipal power to supersede, as well as CTPD information regarding a resident complaint. The committee recommends redlining Article 355 via a resolution to repeal and keeping Article 349.22 in place, with updates.

- ***Recommendation to City Council:***
  - *Approve the first readings.*

Adjournment:
18:42 (Meeting was intentionally brief to accommodate a Special Planning Commission meeting.)

Next Meeting:
February 15, 2024 at 18:00

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-130: Infrastructure Committee Report - January 22, 2024, Meeting

ATTACHMENTS:

- Committee Report_ Infrastructure January 2024.pdf
- Meeting Schedule Infrastructure Committee 2024.pdf

City of Charles Town
Infrastructure Committee Report
January 22, 2024

I. CALL TO ORDER: Monday, January 22, 2024 at 4:33 PM - City Hall

ATTENDANCE: committee members Elizabeth Ricketts (Chair), Priscilla Rodd, James Kratovil; staff members Jim Wysong and John Nissel; Michael George (audience)

II. UNFINISHED BUSINESS

2024-43: Street Paving Update

Staff continues to analyze and format data (GIS) from the 2020 Pavement Conditions Study. CTUB will be providing a list of planned projects for coordination. An RFQ for street paving is planned for later this Spring. The committee will be assessing the policy/process for taking in new streets from developers.

2024-22: Update on Damaged Light Pole Replacement

Jim Wysong, Maintenance Director, updated the committee that he has followed up with the company providing the light pole replacement for W. Washington Street (in front of the American Legion). The company claims to have shipped the item a month ago so Jim will be looking into this further.

2024-45: Discussion of Planned Infrastructure Projects, timelines and RFPs: Lawrence/Congress Intersection Improvements

The project was estimated at $273,784 by Kimley Horn engineers. HEPMPO has awarded the city a grant from Carbon Reduction Program funds in the amount of $219,027 (80:20 match required). This has been sent to the WVDOT for programing and the City will draft an RFP for release upon their approval.

III. NEW BUSINESS

2023-947: Staff Updates

Maintenance Director Jim Wysong provided the committee with a comprehensive update. Projects included: 12 event flips at CW Hall, placement of 10 minute Take Away signage at Wright Denny, removal of ivy from City Hall, storm drain dig outs, trash pick up, three days of holiday decor removal, and handling of three snow events, among many other duties.
The new leaf vacuum and leaf box arrived. *(images available)*

Recommendations to Council: *A conversation began about the lights that frame the downtown businesses as part of the holiday decorations. The committee and Mr. Wysong discussed leaving the lights up year round. Consider an agenda item on this topic at the February 20th Council meeting.*

2024-47: Election of Officers

Elizabeth Ricketts will continue to serve as Chair. Priscilla Rodd will serve as co-chair.

2024-48: Meeting Schedule for Committee in 2024

The Committee will continue to meet on the 4th Monday of each month at 4:30PM.
No meetings are planned for May or December unless later deemed necessary.
Schedule Attached

2024-49: Traffic Calming Solutions - Liberty Street

The committee has responded to citizen concerns and the referral by Council to address speeding and safety issues on Liberty Street. This will be a requested agenda item for February 20th meeting to allow time for discussion with Chief of Police and County EMS. Speed/traffic data will be provided.

Recommendations to Council: *Authorize the maintenance team to order and place new stop signs to create two four-way stops: E. Liberty and Seminary Streets; W. Liberty and Lawrence Streets.*

2023-50: Referral from Council: Park Street and surrounding area - traffic flows/parking

The committee discussed issues of narrowness on the roadways on Tater Hill due to parking on both sides of the street and reviewed the survey examples from the previous Crosswinds project. The Committee plans to do a walk through of the site, weather permitting, in February and then develop and conduct a survey. - *item TABLED until after site visit.*

IV. ADJOURNMENT

Meeting adjourned at 5:25PM
Next meeting: Monday, February 26th at City Hall

Infrastructure Committee of the City of Charles Town
Meeting Schedule 2024

General meeting schedule is on the fourth Monday of the month at **4:30PM**

Monday, January 22

Monday, February 26

Monday, March 25

Monday, April 22

No May 2024 meeting unless deemed necessary

Monday, June 24

Monday, July 22

Monday, August 26

Monday, September 23

Monday, October 28

Monday, November 25

No December 2024 meeting unless deemed necessary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
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SCHEDULED

AGENDA ITEM (ID #)

2024-131: Personnel Committee Report - January 22, 2024, Meeting

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-154: City Manager Report - February 5, 2024

ATTACHMENTS:

- City Manager Report.pdf

City Manager Report

2/5/2024

- CTUB: I have attached a CTUB report for your information that was included in your packet. I also want to remind everyone that the minutes from the CTUB meeting are included in your packets as information.
- I mentioned a few months ago that I would be hosting **City Manager Days** after the first of the year. Included in your packet are the dates that I will set aside to dedicate time in the morning and evening to meet with constituents on all issues that relate to the city. This is an open forum approach where folks can drop into City Hall Council Chambers and converse with me. We will advertise this program both on our website and social media outlets. I would invite any of the Council members to join me during these times.
- At the next Council meeting the County Department of Homeland Security and Emergency Management will be presenting its **5-year Hazard Mitigation Plan.** The Hazard Mitigation Plan forms the foundation for Jefferson County and participating municipalities long-term strategies to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The purpose of this plan is to identify, plan, and implement cost-effective hazard mitigation measures through a comprehensive approach known as hazard mitigation planning. The 2023 plan is an update to the 2018 Hazard Mitigation Plan. At the next Council meeting the County will present to you a resolution to adopt the 2023 plan as they did in 2018. Each of you will find a thumb drive in your box which contains the nearly 700-page plan for your review.
- The new **Konica Minolta Unified Communications lines** were activated replacing the current Frontier system which was using the Mitel phones. Frontier was billing us $3,000 per month at a cost of $36,000 per year. The new phone system is $588.00 per month with a one-time up-front cost of $20,000 for a total of $27,056. With the new system we will save the city approximately $28,944. The new system features:
  1. The capability to connect from any device – Desktop, laptop, tablet or smartphone.
  2. Call Routing – new recording that is professional and succinct.

3. Call ring 3 times before going to voice mail (Caller no longer hears annoying message that said "your call is being processed by Mitel voice mail"
4. After hours the call goes directly to voice mail – no waiting for rings.
5. Voice mail messages also get sent as email and are transcribed.
6. Virtual meeting rooms with video, screen sharing and conferences.
7. Very responsive support services through phone calls, email, or web portal.

- We recently hired Ms. Heather Minnick for the Accounting Clerk Position 1 position. Her most recent position was with the City of Winchester as a Utility Billing Coordinator. Ms. Minnick also has experience with Accounts Payable, Accounts Receivable and Payroll. Heather will begin with us on February 12th.
- Our Finance Director has started the process of sending out to each Department Head the budget sheets for preparation. Krista and I will be sitting with staff as they begin building next fiscal year's budget.
- I along with several Council members attended the ribbon cutting for **On the Go Soaps** on January 27th. I want to send them a warm welcome to the City of Charles Town. If you get a few minutes stop by and say hello.
- We met with Greenway on the Liberty Street Green Infrastructure Improvement Plan and will be launching the bid documents within 3 weeks. We anticipate the work to commence sometime in May or early June. We will be meeting with Greenway on pricing out another study that relates to a more comprehensive study of our current storm water infrastructure and help identify problem areas in the city where we experience flooding issues after a rain event. I will keep everyone posted on that initiative once we meet with Greenplay.

Charles Town Utility Board

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

MONTHLY UPDATES FOR CITY COUNCIL

FROM: Kristen Stolipher, Utility General Manager
SUBJECT: Monthly Updates for City Council
DATE: February 5, 2024

- **Water and Sewer Rate Adjustments**
  - Passed 2nd Reading on January 2, 2024
  - Tariffs submitted to WV PSC on January 31st
  - New rate structure anticipated to be implemented in February 2024 upon approval
- **Water and Sewer Strategic Plans**
  - Updates are in progress and drafts expected to be provided to the CTUB Board of Directors and Council in March
  - Adoption of updated plans in April 2024
- **Renewal and Replacement project on track for completion in fall 2024**
- **Collection System Project**
  - Easements being obtained
  - Permitting almost complete
- **Greenfield Forcemain upsizing project**
  - Notice to Proceed expected February 14th
  - Construction will impact travel and residents in Greenfield subdivision.
  - Project schedule to be provided to Council upon receipt from Contractor.
- **Valley Hardware sewer line**
  - Minor temporary impact to downtown parking and sidewalk in front of old Valley Hardware Building during the 1st week in February while sewer lateral repair is completed.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-52: Jefferson County 5-year Hazard Mitigation Plan and Review of Resolution

ATTACHMENTS:

- Hazard Mitigation Plan Resolution.docx

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 TO ADOPT THE JEFFERSON COUNTY 2023 MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, natural, technological, and man-made hazards can affect the City of Charles Town; and

WHEREAS, significant structural, historical, and economic losses could result from an occurrence of a natural, technological, or man-made hazard events; and

WHEREAS, undertaking mitigation projects during pre-disaster periods could decrease the total losses Charles Town incurs as a result of said hazard occurrences.

AND WHEREAS, the Charles Town City Council has a strong interest in reducing losses from future hazard occurrences; and

WHEREAS, the hazard mitigation plan is a federal and state requirement to maintain eligibility for hazard mitigation funding, and, by that requirement, must be updated a minimum of every five years; and

WHEREAS, a cooperative, joint effort is a proven, efficient way to plan for and reduce hazard susceptibility in all government jurisdictions in Jefferson County, West Virginia.

THEREFORE, the Charles Town City Council has partnered with the county to update the existing *Jefferson County Multi-Jurisdictional Hazard Mitigation Plan* in an effort to further identify, define, and characterize the hazards affecting the city as well as to continue identifying and prioritizing projects that could lessen hazard vulnerability.

NOW BE IT RESOLVED THAT, the Charles Town City Council does hereby adopt the updated *Jefferson County 2023 Multi-Jurisdictional Hazard Mitigation Plan* this _____ day of _____, 20__.

Attest:

_____
Robert M. Trainor
Mayor

_____
John Nissel
City Clerk

DRAFT

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-51: Second Reading - TXA2023-07 Commercial Pad Site Preparation

ATTACHMENTS:

- 1. Report.pdf

Text Amendment Staff Report

TXA2023-07 Commercial Pad Site Preparation

Date: For the February 5, 2024 City Council meeting
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.

ISSUE

A text amendment to clarify the City's Ordinances requiring residential developments that have a required commercial component to have the pad sites graded and utilities made available. This is to be done by the completion of a certain amount of residential units.

BACKGROUND

This issue arose during meetings for revisions to the Fairview/Dailey Farm Conditions of annexation. These conditions require that:

> 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.

HISTORY

COUNCIL ACTION
On August 7, 2023, City Council reviewed this item and referred it to Planning Commission.

PLANNING COMMISSION
The Planning Commission discussed this item at their September 25, 2023 work session.

The Planning Commission held a public hearing for this item on October 23, 2023. There was no public comment. The Commission voted to table action on this item until they received direction from Council.

COUNCIL ACTION
On November 6, 2023, City Council discussed this issue. The Council voted to grant the Commission flexibility in considering what percentage or amount is to be used as the cut-off.

PLANNING COMMISSION
The Planning Commission held a public hearing on this item on their November 27, 2023 meeting. There was no public comment. The Commission unanimously voted to recommend **approval**.

COUNCIL ACTION
Council held a public hearing ta first read on January 17, 2024. There was no public comment. Council approved the first read.

ZONING DISTRICT COMPARISON TABLE

Zoning District	*Commercial Space Requirement*
Residential Low Density (R3)	No requirement
Residential Medium-High Density (R15)	No requirement
Neighborhood Residential (NR)	10% of total area must be Neighborhood Commercial uses. **Note:** *Does not specify that such uses must be commercial in nature.*
Neighborhood Commercial (NC)	No requirement
General Commercial (GC)	No requirement
Old Town Residential (OT-R)	No requirement
Old Town Mixed-Use Commercial (OT-MUC)	No requirement

ZONING DISTRICTS AFFECTED

This first draft of the text amendment will affect:

Neighborhood Residential (*The purpose of the NR District is to provide for a mix of housing types and related services and Uses, including Commercial Uses and office services.*)

Neighborhood Commercial (*The purpose of the NC District is to provide for necessary Commercial Uses of a convenient nature within residential areas.*)

The other districts are either solely for residential development (*Residential Low Density, Residential Medium High Density*); designed for predominantly commercial use with little to no residential (*General Commercial*), or cover areas of the City not conducive to brand-new large scale mixed-use development (*Old Town Mixed Use Commercial, Old Town Residential*).

PROPOSED TEXT

All of the proposed text in red would be new additions to the City's Zoning Ordinance.

Section 1322.08, Neighborhood Residential (NR) District

(a new subsection would be created)

*F. **Commercial Pad Sites.** To incentivize and attract commercial development within the City, all commercially zoned areas associated with the land development shall be prepared in a way that includes grading and utility installation. No more than 25% of residential dwelling units shall be built prior to the grading and utility installation of the commercial sites.*

Section 1322.09, Neighborhood Commercial (NC) District

(a new subsection would be created)

*E. **Commercial Pad Sites.** To incentivize and attract commercial development within the City, all commercially zoned areas associated with the land development shall be prepared in a way that includes grading and utility installation. No more than 25% of residential dwelling units shall be built prior to the grading and utility installation of the commercial sites.*

CONCLUSION

This percentage should not be a burden to developers, as they will already have machinery and equipment on-site to grade for residential development. The Code requirement would only require grading and utility stub installations, not construction of the actual commercial building.

RECOMMENDATION

Both the Planning Commission and Staff recommend **approval** of the text amendment.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-74: Contract with HdL Companies for Council Approval

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-13: Application for vacancy on the Building Commission - term ending December 31, 2028

ATTACHMENTS:

- Building Commission Application - Mary Ellen Mahoney.pdf

RECEIVED

JAN 10 2024

BY: VB

CHARLES TOWN BOARDS AND COMMISSIONS

Applications for consideration will be kept for two (2) years.

Board or Commission Applying for:

Date of Application: 1/10/24

- ☐ Board of Park and Recreation
- ☐ Board of Zoning Appeals
- ☑ Building Commission
- ☐ Historic Landmarks Commission
- ☐ Planning Commission
- ☐ Tree Board
- ☐ Utility Board
- ☐ Vacant Properties
- ☐ Other: _____

Name: Mary Ellen Mahoney

Address: 518 Morgan St., Charles Town WV 25414

Email: Maryellen.mahoney@yahoo.com

Phone: 304-728-1181

Length of time lived in the City of Charles Town: Since 1989

Have you ever been a member of a local government board or commission? yes

If yes, when, where, and in what capacity? Building Commission since the beginning

List present memberships in any relevant community, service, or civic associations.

—

Explain your interest in the board/commission and how it would benefit from your participation.

I was the original Building Commission I find the position rewarding

Along with this application form, applicants may also submit a resume, letters of recommendation, and/or any other materials that support their application for appointment to the board/commission.

If you have any questions regarding the application process, please contact the city manager by phone at 304-725-2311 or by email at citymanager@charlestownwv.us.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-59: BR2023-07: Norborne Glebe Phases 9, 10A - Bond Reduction

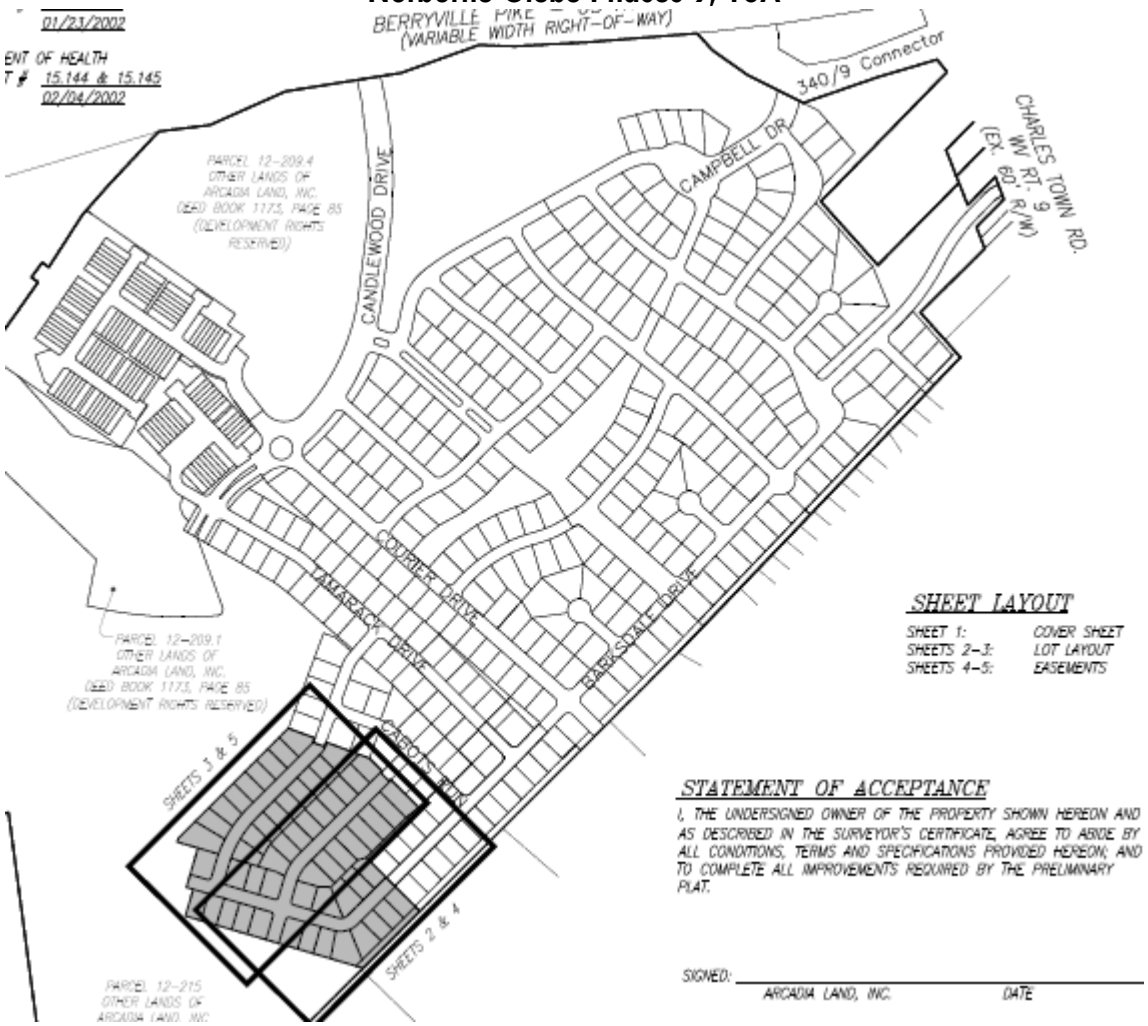
ATTACHMENTS:

- 1. Staff Report.pdf
- 2. Land Disturbance Application.pdf
- 3. Land Disturbance Estimate.pdf
- 4. Performance Bond Application.pdf
- 5. Performance Estimate.pdf
- 6. KH Review.pdf

Bond Reduction Request
BR2023-07

Date: For the February 5, 2024 City Council Meeting
Applicant: Gary Endler on behalf of Arcadia Land Inc.
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.
Proposal: Bond reductions for performance and land disturbance bonds

Norborne-Glebe Phases 9, 10A



BACKGROUND
The applicant has submitted a bond reduction request for their performance and land disturbance bonds for Norborne-Glebe subdivision Phases 9 and 10A.

Upon review of the request the City Engineer, Kimley-Horn, has determined that the bond amount is a reasonable assessment of the work completed thus far.

Existing Performance Bond: $1,679,755.40
Proposed Performance Bond: $430,013.25
Reduction Amount: $1,249,742.15

Existing Land Disturbance Bond Amount: $404,531.03
Proposed Land Disturbance Bond Amount: $152,918.17
Reduction Amount: $251,612.86

BOND COMMITTEE
The Bond Committee reviewed this item at their December 14, 2023 meeting. The Committee recommended approval of the bond reduction request.

PLANNING COMMISSION
The Planning Commission reviewed this item at their January 18, 2024 meeting. Following discussion. The Commission unanimously voted to recommend **approval**.

RECOMMENDATION
Approval.

Bond Request No._____

Norborne Glebe - Phase 9&10A
Land Disturbance Bond Reduction

RECEIVED
NOV 14 2023
BY:_____

BOND REQUEST AND REDUCTION

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

1. DATE November 15, 2023

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

☐ Bond | Reallocation ☐ Bond | Release**

3. PROJECT NAME Norborne Glebe Subdivision - Phase 9&10A

Address N/A

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

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

Telephone Number ( ) Fax Number ( )

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

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

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

Telephone Number ( ) Fax Number ( )

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

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

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

Bond Request No._____

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

Requesting Bond Reduction for the Land Disturbance Bond for Phase 9&10A, Norborne Glebe Subdivision

7. A) CURRENT BOND AMOUNT $404,531.02

B) PROPOSED BOND AMOUNT $152,918.17

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

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

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

Application No.	Project Name and Phase	Status	Approval Date

10. BOND RELEASE ATTACHMENTS.

The following shall be included with this request:

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

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

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

Date of As-Builts _____ Prepared By _____

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

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

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

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

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

Bond Request No._____

APPLICANT CERTIFICATION

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

Signature of Applicant

Vice President Date 11/14/2023

Signature of Property Owner (If different than Applicant)

_____ Date _____

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

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

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

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

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Fee: $_____ Check No._____

Receipt No._____

Site Inspection Date:_____ Inspector:_____

Subdivision Administrator Approval:_____ Date:_____

Engineer Approval:_____ Date:_____

Planning Commission Approval:_____ Date:_____

City Council Approval:_____ Date:_____

Comments:_____

_____

_____

_____

_____

CITY OF CHARLES TOWN

LAND DISTURBANCE BOND UNIT COST LIST AND BOND REDUCTION FORM

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

PROJECT NAME:	Norborne Glebe - Phase 9 & 10A
PREPARED BY:	Greenway Engineering
DATE OF SUBMISSION	08/09/2022 Reduction 11/15/2023

	BOND ESTIMATE				BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
MOBILIZATION GENERAL								
Mobilization	LS	$6,250.00	1	$6,250.00	0.5	$3,125.00	50%	
Field Office	EA	$3,000.00			0.0	$0.00		
Job Sign	EA	$1,150.00			0.0	$0.00		
EROSION & SEDIMENT CONTROL								
Curb Inlet Protection	EA	$176.80	15	$2,652.00	15.0	$2,652.00	100%	
Grate Inlet Protection	EA	$200.00	16	$3,200.00	16.0	$3,200.00	100%	
Rock Check Dam	EA	$150.00	9	$1,350.00	9.0	$1,350.00	100%	
Outlet Protection (18" Thick)	SY	$210.00	10.42	$2,188.20	10.4	$2,188.20	100%	
Temporary Seeding	SY	$0.77		$0.00	0.0	$0.00	0%	
Permanent Seeding	SY	$0.77	33,880	$26,087.60	16,940.0	$13,043.80	50%	
Permanent Sodding	SY	$3.64	33,881	$123,326.84	16,940.5	$61,663.42	50%	
Clearing and Grubbing (Light)	AC	$6675.00	17	$113,475.00	17.0	$113,475.00	100%	
Silt Fence	LF	$3.25	1,480	$4,810.00	1,480.0	$4,810.00	100%	
Sediment Trap	EA	$3500.00	3	$10,500.00	3.0	$10,500.00	100%	
Level Spreader	SY	$3500.00		$0.00	0.0	$0.00	0%	
Stabilized Construction Entrance	EA	$2500.00	1	$2,500.00	1.0	$2,500.00	100%	
TOPSOIL REPLACEMENT								
Fine Grading	SY	$1.01	8,603.34	$8,689.37	8,603.3	$8,689.37	100%	
Respread Topsoil	CY	$1.00	1,433.89	$1,433.89	1,433.9	$1,433.89	100%	
SPECIAL ITEMS								
Sediment Basin	LS			$0.00	0.0	$0.00		
Subtotal				$306,462.90				

TOTAL ESTIMATE OF COMPLETED WORK:			TOTAL ESTIMATE OF REDUCTION:	
SubTOTAL:		$306,462.90	SubTOTAL:	$219,941.31
CONTINGENCIES:	10.0%	$30,646.29	CONTINGENCIES:	$21,994.13
TOTAL W/ CONTINGENCY:		$337,109.19	TOTAL:	$241,935.44
BOND PERIOD:	5	Years	INFLATION :	$9,677.42
ANNUAL INFLATION FACTOR:	4.00%	$67,421.84	Grand Total:	$251,612.86
Grand Total:		$404,531.03	Bond Remaining:	**$152,918.17**

Bond Request No._____

Norborne Glebe - Phase 9&10A
Performance Bond Reduction

RECEIVED
NOV 14 2023
BY:_____

BOND REQUEST AND REDUCTION

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

1. DATE November 15, 2023

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

☐ Bond | Reallocation ☐ Bond | Release**

3. PROJECT NAME Norborne Glebe Subdivision - Phase 9&10A

Address N/A

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

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

Telephone Number ( ) Fax Number ( )

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

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

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

Telephone Number ( ) Fax Number ( )

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

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

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

Bond Request No._____

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

Requesting Bond Reduction for the Performance Bond for Phase 9&10A, Norborne Glebe Subdivision

7. A) CURRENT BOND AMOUNT $1,679,755.4

B) PROPOSED BOND AMOUNT $430,013.25

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

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

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

Application No.	Project Name and Phase	Status	Approval Date

Bond Request No._____

10. BOND RELEASE ATTACHMENTS.

The following shall be included with this request:

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

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

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

Date of As-Builts _____ Prepared By _____

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

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

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

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

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

Bond Request No._____

APPLICANT CERTIFICATION

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

Signature of Applicant George Snyder
Asst. Treasurer Date 11/14/2023

Signature of Property Owner (If different than Applicant)

_____ Date _____

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

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

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

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

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Fee: $_____ Check No._____

Receipt No._____

Site Inspection Date:_____ Inspector:_____

Subdivision Administrator Approval:_____ Date:_____

Engineer Approval:_____ Date:_____

Planning Commission Approval:_____ Date:_____

City Council Approval:_____ Date:_____

Comments:_____

_____

_____

_____

_____

CITY OF CHARLES TOWN

PERFORMANCE BOND UNIT COST LIST AND BOND REDUCTION FORM

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

PROJECT NAME:	Norborne Glebe - Phase 9&10A
PREPARED BY:	Greenway Engineering
DATE OF SUBMISSION	8/9/2022 - Reduction 11/15/2023

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
MOBILIZATION GENERAL								
Mobilization	LS	$6,250.00	1	$6,250.00	0.5	$3,125.00	50%	
Field Office	EA	$3,000.00			0.0	$0.00	0%	
Job Sign	EA	$1,150.00			0.0	$0.00	0%	
SURVEYING								
Steel Pipe Property Corner Marker Incl. Survey	EA	$275.00	119	$32,725.00	0.0	$0.00	0%	
R.O.W. MONUMENTS SURVEYED IN PLACE								
RM -- 1	EA	$825.00			0.0	$0.00	0%	
RM -- 2	EA	$575.00			0.0	$0.00	0%	
EARTHWORK EXCAVATION								
Regular Bulk used as Fill	CY	3.86	27,075.00	$104,509.50	27,075.0	$104,509.50	100%	
Rock, Rip	CY	17.30			0.0	$0.00	0%	
Rock, Blast	CY	38.48			0.0	$0.00	0%	
BORROW MATERIAL								
Buy, Load, Haul 10 Mi. Select Material	CY	28.90			0.0	$0.00	0%	
Fill and Compaction of On-site Borrow	CY	5.95	48,592.00	$289,122.40	48,592.0	$289,122.40	100%	
UNSUITABLE MATERIAL								
Load and Haul, 20 mi R/T	CY	$21.95			0.0	$0.00	0%	
Dump Charge	CY	37.50			0.0	$0.00	0%	
Site Grading	SY	0.75			0.0	$0.00	0%	
CLEAR & GRUB								
Light	AC	6,675.00	17	$113,475.00	17.0	$113,475.00	100%	
Moderate	AC	9,750.00			0.0	$0.00	0%	

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Heavy	AC	$12,250.00			0.0	$0.00	0%	
Very Heavy	AC	$14,250.00			0.0	$0.00	0%	
LANDSCAPING								
Seeding	SY	$0.77	33,880.00	$26,087.60	16,940.0	$13,043.80	50%	
Sodding	SY	$3.64	33,881.00	$123,326.84	16,940.5	$61,663.42	50%	
PLANTING SHRUBS								
18"	EA	$40.00			0.0	$0.00	0%	
24"	EA	$70.00			0.0	$0.00	0%	
TREES								
6' – 8' (1-2 in. Caliper)	EA	$400.00	151	$60,400.00	0.0	$0.00	0%	
8' – 10' (2.5-3 in. Caliper)	EA	$700.00			0.0	$0.00	0%	
Tree Protection	LF	$9.00			0.0	$0.00	0%	
MISCELLANEOUS SITE IMPROVEMENTS								
RETAINING WALLS								
Timber Wall (Less Than 6 ft)	LF	$325.00			0.0	$0.00	0%	
Dry Rubble RW-1 (H=6')	LF	$450.00			0.0	$0.00	0%	
Mortared Rubble RW-1A (H=6')	LF	$535.00			0.0	$0.00	0%	
Concrete Gravity RW-2 (H=6')	LF	$339.00			0.0	$0.00	0%	
Concrete Gravity RW-3 (H=6')	LF	$378.00			0.0	$0.00	0%	
FENCING								
Std. Fence (H=5') FR-5	LF	$9.31			0.0	$0.00	0%	
Farm Fence (H=5') FR-3A	LF	$10.90			0.0	$0.00	0%	
Chain Link Fence (H=6')FR 2-B	LF	$14.52			0.0	$0.00	0%	
Board Fence (H=6')	LF	$19.35			0.0	$0.00	0%	

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

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

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

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

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
12" Pipe									
0'-8' Cut	LF	$38.95	90.00	$3,505.50		90.0	$3,505.50	100%	
8'-14' Cut	LF	$57.75				0.0	$0.00	0%	
15" Pipe									
0'-8' Cut	LF	$50.25	808.00	$40,602.00		808.0	$40,602.00	100%	
8'-16' Cut	LF	$74.85				0.0	$0.00	0%	
18" Pipe									
0'-8' Cut	LF	$66.00		$0.00		0.0	$0.00	0%	
8'-16' Cut	LF	$98.55				0.0	$0.00	0%	
24" Pipe									
0'-8' Cut	LF	$76.90	683	$52,522.70		683.0	$52,522.70	100%	
8'-16' Cut	LF	$115.25				0.0	$0.00	0%	
30" Pipe									
0'-8' Cut	LF	$91.33	240	$21,919.20		240.0	$21,919.20	100%	
8'-16' Cut	LF	$137.27				0.0	$0.00	0%	
36" Pipe									
0'-8' Cut	LF	$101.68				0.0	$0.00	0%	
8'-16' Cut	LF	$152.33				0.0	$0.00	0%	
42" Pipe									
0'-8' Cut	LF	$113.99				0.0	$0.00	0%	
8'-16' Cut	LF	$171.00				0.0	$0.00	0%	
48" Pipe									
0'-8' Cut	LF	$129.55				0.0	$0.00	0%	
8'-16' Cut	LF	$195.66				0.0	$0.00	0%	
STORM STRUCTURES									
END SECTIONS									
End Section (ES-1), Concrete Pipe Size									
15"	EA	$485.00		$0.00		0.0	$0.00	0%	

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

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

MANHOLES								
BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Standard Brick Manhole Std Frame & Cover (MH-1)								
6' Depth	EA	$3,750.00			0.0	$0.00	0%	
Depth below 6'	VF	$163.00			0.0	$0.00	0%	
Standard Precast Manhole Std Frame & Cover (MH-2)								
6' Depth	EA	$3,100.00	2	$6,200.00	2.0	$6,200.00	100%	
Depth below 6'	VF	$177.00	6.000	$1,062.00	6.0	$1,062.00	100%	
Additional Cost (Amounts in parentheses to be added to the above unit costs)								
Watertight Fr/Cover (Add 110)	EA	$579.00			0.0	$0.00	0%	
Heavy Duty Fr/Cover (Add 82)	EA	$599.00			0.0	$0.00	0%	
DROP INLETS								
Cast in Place 48"								
Drop Inlet (DI-1) 12" – 24" Pipe0-10 VF	EA	$3,697.00	6	$22,182.00	6.0	$22,182.00	100%	
Drop Inlet (DI-1A) 12" – 24" Pipe 10-20 VF	EA	$5,593.00			0.0	$0.00	0%	
Drop Inlet (DI-2) 12" – 24" Pipe0-10 VF, 10' throat	EA	$6,911.00			0.0	$0.00	0%	
Drop Inlet (DI-2A) 12" – 24" Pipe 10-20 VF, 10' throat	EA	$8,833.00			0.0	$0.00	0%	
CURB DROP INLETS								
Curb Drop Inlet (DI-3A)								
12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length 2'-6"	EA	$4,088.00			0.0	$0.00	0%	
Curb Drop Inlet (DI-3AA)								
12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length 2'-6"	EA	$5,357.00			0.0	$0.00	0%	
Curb Drop Inlet (DI-3B & DI-12) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length								
4'	EA	$4,279.00	4	$17,116.00	4.0	$17,116.00	100%	

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
6'	EA	$4,573.00			0.0	$0.00	0%	
8'	EA	$4,889.00			0.0	$0.00	0%	
MH	EA	$5,052.00	3	$15,156.00	3.0	$15,156.00	100%	
12'	EA	$5,227.00			0.0	$0.00	0%	
16'	EA	$5,543.00			0.0	$0.00	0%	
20'	EA	$5,859.00			0.0	$0.00	0%	
Curb Drop Inlet (DI-3BB) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length								
4'	EA	$4,276.00			0.0	$0.00	0%	
6'	EA	$4,848.00	8	$38,784.00	8.0	$38,784.00	100%	
8'	EA	$5,429.00	1	$5,429.00	1.0	$5,429.00	100%	
10'	EA	$5,732.00	1	$5,732.00	1.0	$5,732.00	100%	
12'	EA	$6,011.00			0.0	$0.00	0%	
16'	EA	$6,296.00			0.0	$0.00	0%	
20'	EA	$6,599.00			0.0	$0.00	0%	
Curb Drop Inlet (DI-3C) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length								
6'	EA	$4,013.00	2	$8,026.00	2.0	$8,026.00	100%	
8'	EA	$4,588.00			0.0	$0.00	0%	
10'	EA	$4,893.00			0.0	$0.00	0%	
12'	EA	$5,178.00			0.0	$0.00	0%	
16'	EA	$5,766.00			0.0	$0.00	0%	
20'	EA	$6,339.00			0.0	$0.00	0%	
Curb Drop Inlet (DI-3CC) 12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length								
6'	EA	$4,746.00			0.0	$0.00	0%	
8'	EA	$5,293.00			0.0	$0.00	0%	
10'	EA	$5,627.00			0.0	$0.00	0%	
12'	EA	$5,988.00			0.0	$0.00	0%	
16'	EA	$6,772.00			0.0	$0.00	0%	
20'	EA	$7,465.00			0.0	$0.00	0%	

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

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

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

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

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

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

MISCELLANEOUS STORM								
BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Connection to Existing Structure								
15"-36" Pipe	EA	$735.00			0.0	$0.00	0%	
42"- 60" Pipe	EA	$1,125.00			0.0	$0.00	0%	
Casing Pipe, Bore and Jack (3/8" wall)								
22" ID (6"-8" Carrier Pipe)	LF	$411.00			0.0	$0.00	0%	
24" ID (10" Carrier Pipe)	LF	$451.00			0.0	$0.00	0%	
30" ID (12" Carrier Pipe)	LF	$569.00			0.0	$0.00	0%	
Plug Pipe								
6" –12" Pipe	EA	$142.00			0.0	$0.00	0%	
15"-36" Pipe	EA	$323.00			0.0	$0.00	0%	
42"- 60" Pipe	EA	$522.00			0.0	$0.00	0%	
Pavement Edge Pipe								
Standard Pipe Underdrain	LF	$19.00			0.0	$0.00	0%	
Riprap								
Dry, Class I, 18"	SY	$47.87	11.00	$526.57	11.0	$526.57	100%	
Dry, Class II, 18"	SY	$51.46			0.0	$0.00	0%	
Grouted, Class I, 18"	SY	$69.97			0.0	$0.00	0%	
Filter Fabric								
Class I	SY	$3.50			0.0	$0.00	0%	
Class II	SY	$3.00			0.0	$0.00	0%	
Class III	SY	$2.25			0.0	$0.00	0%	
Gabions (No excavation)								
Mattress	CY	$130.00			0.0	$0.00	0%	
Revetment	CY	$164.33			0.0	$0.00	0%	
Wall	CY	$212.25			0.0	$0.00	0%	
Paved Ditch (4" Thick)								
Concrete (Non-reinforced)	SY	$62.00			0.0	$0.00	0%	
Bituminous Concrete(4")	SY	$30.00			0.0	$0.00	0%	
Sodded Ditch								

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Sodded Ditch (Incl Fine Grading)	SY	$9.86			0.0	$0.00	0%	
STREET CONSTRUCTION								
ROADS AND PARKING								
Soil Stabilization	**Inches**							
Cement 6%	SY/Inch Depth	$2.70			0.0	$0.00	0%	
Depth (in Inches):								
Lime 6%	SY/Inch Depth	$1.89			0.0	$0.00	0%	
Depth (in Inches):								
Subbase, Aggregated Material								
Base Type I	SY/Inch Depth	$1.75	9,342	$130,788.00	9,342.0	$16,348.50	100%	
Depth (in Inches):		8						
Bituminous Concrete								
Base Course	SY/Inch Depth	$5.59	9,342	$156,665.34	9,342.0	$52,221.78	100%	
Depth (in Inches):		3						
Intermediate Course	SY/Inch Depth	$5.49			0.0	$0.00	0%	
Depth (in Inches):								
Top Course	SY/Inch Depth	$5.49	9,342	$102,575.16	9,342.0	$51,287.58	100%	
Depth (in Inches):		2						
Prime Coat	SY	$1.10			0.0	$0.00	0%	
Tack Coat	SY	$1.10			0.0	$0.00	0%	
Driveway Restoration								
4" Concrete & 4" Gravel	SY	$79.95			0.0	$0.00	0%	

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
2" S-5 & 7 6" Gravel	SY	$31.96			0.0	$0.00	0%	
Shoulders, Type I								
Aggregated Base, 4" (Sidewalk)	SY	$11.50	2,800.00	$32,200.00	2,800.0	$32,200.00	100%	
Concrete Curbing								
Curb & Gutter CG6 & CG7	LF	$22.50	4,858.00	$109,305.00	4,858.0	$109,305.00	100%	
Curb Cut, CG-12 Detectable Surf.	EA	$569.00	8	$4,552.00	8.0	$4,552.00	100%	
Entrances/Driveways								
Commercial Entrance CG-11	SY	$52.88			0.0	$0.00	0%	
Commercial Entrance CG-13	SY	$64.67			0.0	$0.00	0%	
Residential Driveway Apron	SY	$51.79			0.0	$0.00	0%	
Guardrails								
Std. Blocked-out W beam (GR2)	LF	$42.50			0.0	$0.00	0%	
Std. W beam, Weak Post GR8	LF	$28.50			0.0	$0.00	0%	
Terminal, GR-6 (L=12'-6")	EA	$2,929.00			0.0	$0.00	0%	
Terminal, GR-7 (L=6'-3")	EA	$2,659.00			0.0	$0.00	0%	
Type I, GR-8 Terminal (L=25')	EA	$1,399.00			0.0	$0.00	0%	
Type II, GR-8 Terminal (L=13'-6")	EA	$695.00			0.0	$0.00	0%	
Terminal, MB-4 (L=37'-6")	EA	$3,495.00			0.0	$0.00	0%	
Type I, MB-5 Terminal (L=27'-1)	EA	$2,925.00			0.0	$0.00	0%	
Type II, MB-5 Terminal (L=13'-6)	EA	$1,675.00			0.0	$0.00	0%	
Miscellaneous								
Trash enclosure - Brick 6' high	LF	$325.00			0.0	$0.00	0%	
Reinforced Concrete Pad 6" to 8"	SY	$62.00			0.0	$0.00	0%	
Striping 4" width (VDOT Type	LF	$2.25			0.0	$0.00	0%	

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
B)					0.0	$0.00	0%	
Concrete Wheel Stops	EA	$70.00			0.0	$0.00	0%	
Parking Lot Striping	EA	$50.00			0.0	$0.00	0%	
Sign Island	EA	$850.00			0.0	$0.00	0%	
Traffic Barricade	LF	$43.45			0.0	$0.00	0%	
Street Name Signs	EA	$435.00	2	$870.00	2.0	$870.00	100%	
Traffic Control Signs	EA	$375.00	2	$750.00	2.0	$750.00	100%	
Street Light (pole, bracket, light)	EA	$4,285.00	24	$102,840.00	0.0	$0.00	0%	
SIDEWALKS AND TRAILS								
Sidewalk								
Concrete 4" w/WWF, No base	SY	$45.23		$0.00	0.0	$0.00	0%	
Bitum. Conc, 2" w/4" Base	SY	$30.00			0.0	$0.00	0%	
4" Conc, No Reinf., No Base	SY	$41.00			0.0	$0.00	0%	
HANDRAIL								
Handrail 3 Rail 1-1/4" #4 Finish	LF	$96.50			0.0	$0.00	0%	
Wood Chip Trail								
Trails(Incl Excavation & Grading) Wood chip, 4' wide	SY	$17.69			0.0	$0.00	0%	
Bituminous Trail								
6' to 10' wide	SY	$49.25	121	$5,959.25	0.0	$0.00	0%	
CRITICAL SLOPE STABILIZATION								
Paved Flume	SY	$67.00			0.0	$0.00	0%	
Stmwtr Conc Channel-Excav	SY	$7.75			0.0	$0.00	0%	
ADD Grass Lined-seeded	SY	$5.37			0.0	$0.00	0%	
ADD Grass Lined-sodded	SY	$10.89			0.0	$0.00	0%	
Outlet Protection								
Non-grouted Riprap 18"	SY	$52.00		$0.00	0.0	$0.00	0%	
Concrete 4"	SY	$53.50			0.0	$0.00	0%	

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Level Spreader	SY	$4.44			0.0	$0.00	0%	
Struc Streambank Protection								
Non-grouted Riprap 18"	SY	$58.00			0.0	$0.00	0%	
Gabions	CY	$147.00			0.0	$0.00	0%	
Vegetative Erosion Control								
Sodding incl Fertilizing – Banks	SY	$7.77			0.0	$0.00	0%	
Sodding incl Fertilizing – Flat	SY	$5.36			0.0	$0.00	0%	
Seeding incl Fertilizing	SY	$2.44			0.0	$0.00	0%	
Soding W/Soil Treat & Watering	SY	$3.25			0.0	$0.00	0%	
Seeding W/Soil Treat & Watering	SY	$6.46			0.0	$0.00	0%	
Straw Mulch w/Tack	SY	$1.40			0.0	$0.00	0%	
Jute Mesh	SY	$1.77			0.0	$0.00	0%	
SPECIAL ITEMS								
FEMA Processing LOMR/CLOMR	EA	$7,500.00			0.0	$0.00	0%	
As Built (Record Drawings)	EA	$9,500.00	1	$9,500.00	0.0	$0.00	0%	
SWM/BMP POND	LS				0.0	$0.00	0%	
SIGNALIZATION	LS				0.0	$0.00	0%	
Subtotal				$1,468,317.66				

TOTAL ESTIMATE OF COMPLETED WORK:		
SubTOTAL:		$1,468,317.66
CONTINGENCIES:	10.0%	$146,831.77
TOTAL:		$1,615,149.43
INFLATION FACTOR:	4.0%	$64,605.98
Grand Total:		$1,679,755.40

TOTAL ESTIMATE OF REDUCTION:	
SubTOTAL:	$1,092,431.95
CONTINGENCIES:	$109,243.20
TOTAL:	$1,201,675.15
INFLATION :	$48,067.01
Grand Total:	$1,249,742.15
Bond Remaining:	**$430,013.25**

Kimley»Horn

Memorandum

To: Gary Endler
Attorney
Arcadia Land, Inc.
108 N George Street – 2nd Floor
Charles Town, WV 25414

From: Mark Phillips, P.E.

Through: James Newman
City Planner, Zoning/Subdivision Administrator, AICP
City of Charles Town
101 E Washington Street
Charles Town, WV 25414

Date: December 12, 2023

Subject: Norborne Glebe Subdivision Phase 9, 10A Bond Reduction Request Review

This memorandum summarizes our review of the Bond Reduction Request for the Norborne Glebe Subdivision Phase 9, 10A Bond Reduction Application (dated November 15, 2023, prepared by Arcadia Land, Inc.) for a performance bond reduction of $1,249,742.15 and a land disturbance bond reduction of $251,612.85. Using the Final Subdivision/Land Development Plat dated December 6, 2022 and conducting a site visit to observe the current built conditions, it is our opinion that the quantities of work that have been presented on the bond reduction are a reasonable representation of the work completed in the field. It should be noted that the major outstanding items include street lights, trees, landscaping, and an asphalt path.

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

KIMLEY-HORN & ASSOCIATES, INC.



Mark Phillips, P.E.
Project Manager
Associate

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-60: BR2023-08: Tiny Treasures Daycare - Bond Establishment

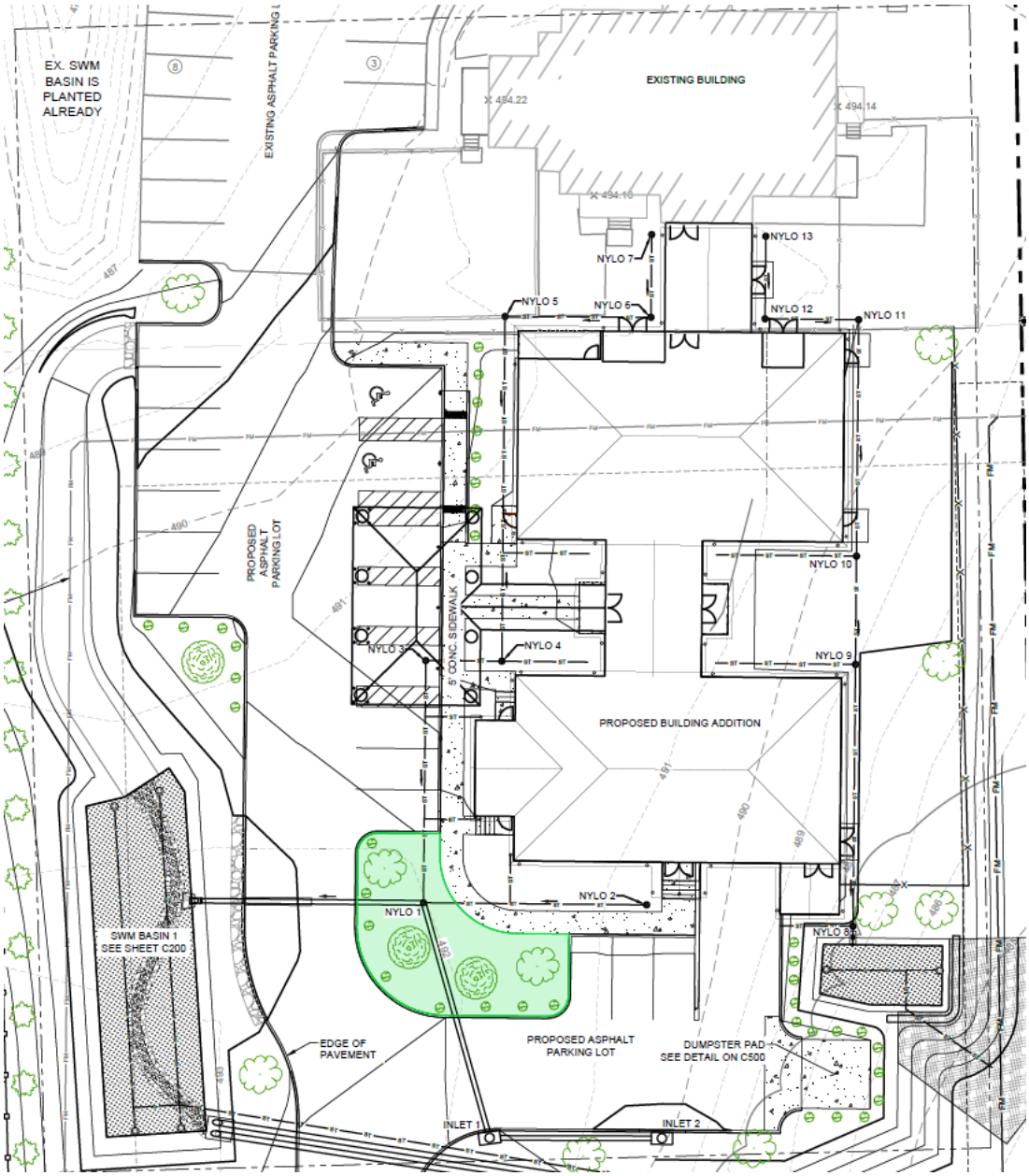
ATTACHMENTS:

- 1. Staff Report.pdf
- 2. Application.pdf
- 3. Estimate.PDF
- 4. KH Review.pdf

Bond Establishment Request
BR2023-08

Date: For the February 5, 2024 City Council Meeting
Applicant: Tiny Treasures Daycare and Learning Center LLC
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.
Proposal: A bond establishment of $381,013.97

Tiny Treasures – planned expansion shown



BACKGROUND
The applicant has submitted a bond establishment request for a parking lot to service a new building extension. The applicant is requesting a bond establishment of the **performance and land disturbance bond** in the amount of $381,013.97

Upon review of the request the City Engineer, Kimley-Horn, has determined that the bond amount is a reasonable assessment of the cost of the project.

BOND COMMITTEE
The Bond Committee reviewed this item at their December 14, 2023 meeting. The Committee recommended approval of the bond reduction request.

PLANNING COMMISSION
The Planning Commission reviewed this item at their January 18, 2024 meeting. Following discussion, the Commission voted to unanimously recommend **approval**.

RECOMMENDATION
Approval.

Bond Request No._____

BOND REQUEST AND REDUCTION

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

1. DATE November 28, 20 23

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

☐ Bond | Reallocation ☐ Bond | Release**

3. PROJECT NAME Tiny Treasures Daycare and Learning Center, LLC

Address 248 CHERRY TREE DRIVE CHARLES TOWN, WV 25414

4. APPLICANT'S NAME* Tri-State Investment Properties, LLC.

Address PO Box 1 Kearneysville, WV 25430

Telephone Number (410)206-4791 Fax Number (___)_____

Email Address chris@tristatewv.com

5. PROPERTY OWNER'S NAME Tri-State Investment Properties, LLC.

Address PO Box 1 Kearneysville, WV 25430

Telephone Number (410)206-4791 Fax Number (___)_____

Email Address chris@tristatewv.com

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

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

Bond Request No._____

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

Bonding for parking lot extension to service new addition

7. A) CURRENT BOND AMOUNT $0.00

B) PROPOSED BOND AMOUNT $381,013.97

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

Tax Map No.	Parcel No.	Deed Book	Page No.	Zoning District
10	9.20	1228	138	CT

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

Application No.	Project Name and Phase	Status	Approval Date

Bond Request No._____

10. BOND RELEASE ATTACHMENTS.

The following shall be included with this request:

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

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

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

Date of As-Builts _____ Prepared By _____

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

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

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

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

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

Bond Request No._____

APPLICANT CERTIFICATION

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

Signature of Applicant

_____ Date 11/28/2023

Signature of Property Owner (If different than Applicant)

_____ Date _____

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

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

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

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

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Fee: $_____ Check No._____

Receipt No._____

Site Inspection Date:_____ Inspector:_____

Subdivision Administrator Approval:_____ Date:_____

Engineer Approval:_____ Date:_____

Planning Commission Approval:_____ Date:_____

City Council Approval:_____ Date:_____

Comments:_____

_____

_____

_____

_____

CITY OF CHARLES TOWN

PUBLIC IMPROVEMENT BOND UNIT COST LIST AND BOND REDUCTION FORM

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

PROJECT NAME:	TINY TREASURES DAYCARE AND LEARNING CENTER BUILDING EXPANSION
PREPARED BY:	ALPHA ASSOCIATES
DATE OF SUBMISSION	

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
MOBILIZATION GENERAL								
Mobilization	LS	$6,250.00	1	6,250				
Field Office	EA	$3,000.00						
Job Sign	EA	$1,150.00						
SURVEYING								
Steel Pipe Property Corner Marker Incl. Survey	EA	$275.00	4	1,100				
R.O.W. MONUMENTS SURVEYED IN PLACE								
RM -- 1	EA	$825.00						
RM -- 2	EA	$575.00						
EARTHWORK EXCAVATION								
Regular Bulk used as Fill	CY	$3.86	805	3,107.30				
Rock, Rip	CY	$17.30	201	3,477.30				
Rock, Blast	CY	$38.48						
BORROW MATERIAL								
Buy, Load, Haul 10 Mi. Select Material	CY	$28.90	942	27,223.80				
Fill and Compaction of On-site Borrow	CY	$5.95	942	5,604.90				
UNSUITABLE MATERIAL								
Load and Haul, 20 mi R/T	CY	$21.95						
Dump Charge	CY	$37.50						
Site Grading	SY	$0.75						
CLEAR & GRUB								
Light	AC	$6,675.00	1.0902	7,277.09				
Moderate	AC	$9,750.00						

Pg 5T 54,040.39

2

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Heavy	AC	$12,250.00						
Very Heavy	AC	$14,250.00						
LANDSCAPING								
Seeding	SY	$0.77	2,860	2,202.2				
Sodding	SY	$3.64						
PLANTING SHRUBS								
18"	EA	$40.00	36	1,440				
24"	EA	$70.00						
TREES								
6' – 8' (1-2 in. Caliper)	EA	$400.00	31	12,400				
8' – 10' (2.5-3 in. Caliper)	EA	$700.00						
Tree Protection	LF	$9.00						
MISCELLANEOUS SITE IMPROVEMENTS								
RETAINING WALLS								
Timber Wall (Less Than 6 ft)	LF	$325.00						
Dry Rubble RW-1 (H=6')	LF	$450.00						
Mortared Rubble RW-1A (H=6')	LF	$535.00						
Concrete Gravity RW-2 (H=6')	LF	$339.00						
Concrete Gravity RW-3 (H=6')	LF	$378.00						
FENCING								
Std. Fence (H=5') FR-5	LF	$9.31						
Farm Fence (H=5') FR-3A	LF	$10.90						
Chain Link Fence (H=6')FR 2-B	LF	$14.52						
Board Fence (H=6')	LF	$19.35	318	6,153				
Board Fence (Ht=3')	LF	10.00	150	1,500				

Pg ST 23,695.20

3

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

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

5

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

6

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
30" X 19" (24" Equiv-RCP III)								
0' – 10' Cut	LF	$90.00						
10' – 16' Cut	LF	$130.00						
Add Cost for Class IV	LF	$5.95						
O-Ring	LF	$43.35						
38" X 24" (30" Equiv-RCP III)								
0' – 10' Cut	LF	$120.00						
10' – 16' Cut	LF	$167.50						
Add Cost for Class IV	LF	$8.45						
O-Ring	LF	$51.35						
45" X 29" (36" Equiv-RCP III)								
0' – 10' Cut	LF	$165.00						
10' – 16' Cut	LF	$235.00						
Add Cost for Class IV	LF	$11.35						
O-Ring	LF	$53.35						
53" X 34" (42" Equiv-RCP III)								
0' – 12' Cut	LF	$210.00						
10' – 18' Cut	LF	$300.00						
Add Cost for Class IV	LF	$15.35						
O-Ring	LF	$58.95						
60" X 38" (48" Equiv-RCP III)								
0' – 12' Cut	LF	$255.00						
10' – 18' Cut	LF	$375.00						
Add Cost for Class IV	LF	$18.35						
O-Ring	LF	$69.95						
HDPE PIPE								
8" Pipe								
0'-8' Cut	LF	$28.65	573	16,416.45				
8'-14' Cut	LF	$43.15						

Pg. 5F 16,416.45

7

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
12" Pipe									
0'-8' Cut	LF	$38.95	140	5,453					
8'-14' Cut	LF	$57.75							
15" Pipe									
0'-8' Cut	LF	$50.25	210	10,552.50					
8'-16' Cut	LF	$74.85							
18" Pipe									
0'-8' Cut	LF	$66.00							
8'-16' Cut	LF	$98.55							
24" Pipe									
0'-8' Cut	LF	$76.90							
8'-16' Cut	LF	$115.25							
30" Pipe									
0'-8' Cut	LF	$91.33							
8'-16' Cut	LF	$137.27							
36" Pipe									
0'-8' Cut	LF	$101.68							
8'-16' Cut	LF	$152.33							
42" Pipe									
0'-8' Cut	LF	$113.99							
8'-16' Cut	LF	$171.00							
48" Pipe									
0'-8' Cut	LF	$129.55							
8'-16' Cut	LF	$195.66							
STORM STRUCTURES									
END SECTIONS									
End Section (ES-1), ~~Concrete Pipe Size~~									
15" FOR HDPE	EA	~~$485.00~~ 300 00	1	300 00					

Pg. ST 16,305.50

8

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

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

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Standard Brick Manhole Std Frame & Cover (MH-1)									
6' Depth	EA	$3,750.00							
Depth below 6'	VF	$163.00							
Standard Precast Manhole Std Frame & Cover (MH-2)									
6' Depth	EA	$3,100.00							
Depth below 6'	VF	$177.00							
Additional Cost (Amounts in parentheses to be added to the above unit costs)									
Watertight Fr/Cover (Add 110)	EA	$579.00							
Heavy Duty Fr/Cover (Add 82)	EA	$599.00							
DROP INLETS									
Cast in Place 48"									
Drop Inlet (DI-1) 12" – 24" Pipe0-10 VF	EA	$3,697.00							
Drop Inlet (DI-1A) 12" – 24" Pipe 10-20 VF	EA	$5,593.00							
Drop Inlet (DI-2) 12" – 24" Pipe0-10 VF, 10' throat	EA	$6,911.00							
Drop Inlet (DI-2A) 12" – 24" Pipe 10-20 VF, 10' throat	EA	$8,833.00							
CURB DROP INLETS									
Curb Drop Inlet (DI-3A)									
12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length 2'-6"	EA	$4,088.00							
Curb Drop Inlet (DI-3AA)									
12"-30" Pipe (Invert Depth (H) =8'-20') Inlet Length 2'-6"	EA	$5,357.00							
Curb Drop Inlet (DI-3B & DI-12) 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length									
4'	EA	$4,279.00	2	8,558.00					

pg. 5T 8,558.00

11

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

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

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

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

15

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

16

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

17

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

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Connection to Existing Structure									
15"-36" Pipe	EA	$735.00							
42"- 60" Pipe	EA	$1,125.00							
Casing Pipe, Bore and Jack (3/8" wall)									
22" ID (6"-8" Carrier Pipe)	LF	$411.00							
24" ID (10" Carrier Pipe)	LF	$451.00							
30" ID (12" Carrier Pipe)	LF	$569.00							
Plug Pipe									
6" –12" Pipe	EA	$142.00							
15"-36" Pipe	EA	$323.00							
42"- 60" Pipe	EA	$522.00							
Pavement Edge Pipe									
Standard Pipe Underdrain	LF	$19.00							
Riprap									
Dry, Class I, 18"	SY	$47.87	30	1,436.10					
Dry, Class II, 18"	SY	$51.46							
Grouted, Class I, 18"	SY	$69.97							
Filter Fabric									
Class I	SY	$3.50							
Class II	SY	$3.00							
Class III	SY	$2.25							
Gabions (No excavation)									
Mattress	CY	$130.00							
Revetment	CY	$164.33							
Wall	CY	$212.25							
Paved Ditch (4" Thick)									
Concrete (Non-reinforced)	SY	$62.00							
Bituminous Concrete(4")	SY	$30.00							
Sodded Ditch									

Pg. ST 1,436.10

19

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Sodded Ditch (Incl Fine Grading)	SY	$9.86						
STREET CONSTRUCTION								
ROADS AND PARKING								
Soil Stabilization	**Inches**							
Cement 6%	SY/Inch Depth	$2.70						
Depth (in Inches):								
Lime 6%	SY/Inch Depth	$1.89						
Depth (in Inches):								
Subbase, Aggregated Material								
Base Type I	SY/Inch Depth	$1.75	1337	18,718				
Depth (in Inches):	8"							
Bituminous Concrete								
Base Course	SY/Inch Depth	$5.59	1337	33,632.24				
Depth (in Inches):	4½"							
Intermediate Course	SY/Inch Depth	$5.49	0					
Depth (in Inches):	0							
Top Course	SY/Inch Depth	$5.49	1337	11,010.20				
Depth (in Inches):	1½"							
Prime Coat	SY	$1.10						
Tack Coat	SY	$1.10						
Driveway Restoration								
4" Concrete & 4" Gravel	SY	$79.95						

Pg. 5T 63,360.44

20

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
2" S-5 & 7 6" Gravel	SY	$31.96						
Shoulders, Type I								
Aggregated Base, 4"	SY	$11.50						
Concrete Curbing								
Curb & Gutter CG6 & CG7	LF	$22.50	715	16,087.50				
Curb Cut, CG-12 Detectable Surf.	EA	$569.00						
Entrances/Driveways								
Commercial Entrance CG-11	SY	$52.88						
Commercial Entrance CG-13	SY	$64.67						
Residential Driveway Apron	SY	$51.79						
Guardrails								
Std. Blocked-out W beam (GR2)	LF	$42.50						
Std. W beam, Weak Post GR8	LF	$28.50						
Terminal, GR-6 (L=12'-6")	EA	$2,929.00						
Terminal, GR-7 (L=6'-3")	EA	$2,659.00						
Type I, GR-8 Terminal (L=25')	EA	$1,399.00						
Type II, GR-8 Terminal (L=13'-6")	EA	$695.00						
Terminal, MB-4 (L=37'-6")	EA	$3,495.00						
Type I, MB-5 Terminal (L=27'-1)	EA	$2,925.00						
Type II, MB-5 Terminal (L=13'-6)	EA	$1,675.00						
Miscellaneous wood Fence								
Trash enclosure - ~~Brick~~ 6' high	LF	200 ~~$325.00~~	~~50~~ 60	12,000				
Reinforced Concrete Pad 6" to 8"	SY	$62.00	43	2,666				
Striping 4" width (VDOT Type	LF	$2.25	572	1,287				

B.S.T. 32,040.50

21

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
B)								
Concrete Wheel Stops	EA	$70.00						
Parking Lot Striping	EA	$50.00						
Sign Island	EA	$850.00						
Traffic Barricade	LF	$43.45						
Street Name Signs	EA	$435.00						
Traffic Control Signs	EA	$375.00						
Street Light (pole, bracket, light)	EA	$4,285.00						
SIDEWALKS AND TRAILS								
Sidewalk								
Concrete 4" w/WWF, No base	SY	$45.23	169	7,643.87				
Bitum. Conc, 2" w/4" Base	SY	$30.00						
4" Conc, No Reinf., No Base	SY	$41.00						
HANDRAIL								
Handrail 3 Rail 1-1/4" #4 Finish	LF	$96.50						
Wood Chip Trail								
Trails(Incl Excavation & Grading) Wood chip, 4' wide	SY	$17.69						
Bituminous Trail								
6' to 10' wide	SY	$49.25						
CRITICAL SLOPE STABILIZATION								
Paved Flume	SY	$67.00						
Stmwtr Conc Channel-Excav	SY	$7.75						
ADD Grass Lined-seeded	SY	$5.37						
ADD Grass Lined-sodded	SY	$10.89						
Outlet Protection								
Non-grouted Riprap 18"	SY	$52.00						
Concrete 4"	SY	$53.50						

Pgst 7,643.87

22

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Level Spreader	SY	$4.44	13	57.72				
Struc Streambank Protection								
Non-grouted Riprap 18"	SY	$58.00						
Gabions	CY	$147.00						
Vegetative Erosion Control								
Sodding incl Fertilizing – Banks	SY	$7.77						
Sodding incl Fertilizing – Flat	SY	$5.36						
Seeding incl Fertilizing	SY	$2.44						
Soding W/Soil Treat & Watering	SY	$3.25						
Seeding W/Soil Treat & Watering	SY	$6.46						
Straw Mulch w/Tack	SY	$1.40						
Jute Mesh	SY	$1.77						
SPECIAL ITEMS								
FEMA Processing LOMR/CLOMR	EA	$7,500.00						
As Built (Record Drawings)	EA	$9,500.00	1	9,500				
SWM/BMP POND	LS	See Note 1	~~1~~ 1	100,000				
SIGNALIZATION	LS	See Note 2						
Subtotal								

TOTAL ESTIMATE OF COMPLETED WORK:

Pg Sub 109,557.72

Pg	SubTOTAL
2	54,040.39
3	23,695.20
7	16,416.45
8	16,305.50
11	8,558.00
19	1,436.10
20	63,360.44
21	32,040.50
22	7,643.87
23	109,557.72
	333,054.17

TOTAL:	$ 333,054.17
+ 10% CONTINGENCIES:	$ 33,305.42
GRAND TOTAL:	$ 366,359.59
+ 4% INFLATION FACTOR:	$ 381,013.97

24

Kimley»Horn

1Memorandum

To: Christopher Hill
Tri-State Investment Properties, LLC
PO Box 1
Kearneysville, WV 25430

From: Mark Phillips, P.E.

Through: Mr. James Newman, AICP
City Planner, Zoning/Subdivision Administrator
City of Charles Town
101 E Washington Street
Charles Town, WV 25414

Date: December 11, 2023

Subject: Tiny Treasures Day Care and Learning Center Expansion Bond Initiation Review

This memorandum summarizes our review of the Bond Initiation Application for the expansion of the Tine Treasures Day Care establishment (dated November 28, 2023, prepared by Alpha Associates) for a bond initiation of $381,013.97. Using the Site Plan dated November 9, 2023, it is our opinion that the application represents a reasonable representation of work to be done to construct the project.

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

KIMLEY-HORN & ASSOCIATES, INC.



Mark Phillips, P.E.
Project Manager
Associate

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-61: BR2023-09: Joan and Joe's Coffee - Bond Establishment

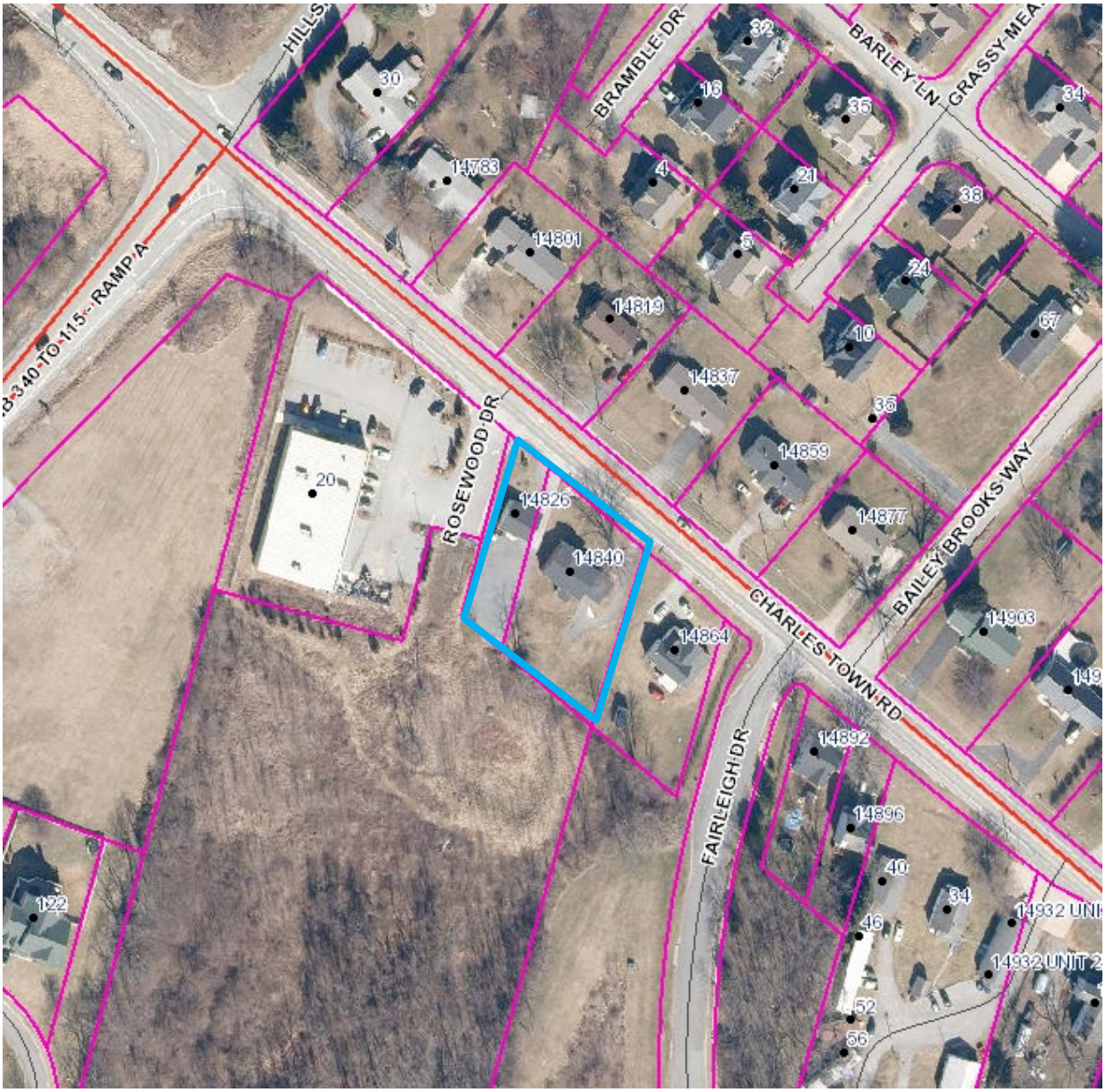
ATTACHMENTS:

- 1. Staff Report.pdf
- 2. Application.pdf
- 3. Revised Estimate.pdf
- 4. 2023-12-07 KH Review.pdf
- 5. 2023-12-12 KH Review.pdf

Bond Establishment Request
BR2023-09

Date: For the February 5, 2024 City Council Meeting
Applicant: Robert Mead on behalf of Joan and Joe's Coffee
Report by: James Newman, City Planner, Zoning/Subdivision Administrator.
Proposal: A bond establishment of $86,287.53

Joan and Joe's Coffee - Site



BACKGROUND
The applicant has submitted a bond establishment request for a parking lot extension with sidewalks and stormwater management facilities. The applicant is requesting a bond establishment of the **performance and land disturbance bond** in the amount of $86,287.53

Upon review of the request the City Engineer, Kimley-Horn, has determined that the bond amount is a reasonable assessment of the cost of the project.

BOND COMMITTEE
The Bond Committee reviewed this item at their December 14, 2023 meeting. The Committee recommended approval of the bond reduction request.

PLANNING COMMISSION
The Commission considered this item at their January 18, 2024 meeting. After the discussion, the Commission voted to unanimously recommend **approval**.

RECOMMENDATION
Approval.

Bond Request No._____

BOND REQUEST AND REDUCTION

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

1. DATE November 15, 2023

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

☐ Bond | Reallocation ☐ Bond | Release**

3. PROJECT NAME Joan and Joe's Coffee

Address 14840 Charles Town Road Charles Town, WV 25414

4. APPLICANT'S NAME* Robert Mead

Address 14826 Charles Town Road Charles Town, WV 25414

Telephone Number (681) 252-1033 Fax Number (___)

Email Address rmead@onedigital.com

5. PROPERTY OWNER'S NAME Robert Mead

Address 14826 Charles Town Road Charles Town, WV 24414

Telephone Number (681) 252-1033 Fax Number (___)

Email Address rmead@onedigital.com

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

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

Bond Request No._____

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

This bond estimate was prepared for the public improvements to be constructed for the proposed coffee shop, including sidewalk, access, parking areas, landscaping, lighting, and stormwater bioretention areas.

7. A) CURRENT BOND AMOUNT $79,137.53

B) PROPOSED BOND AMOUNT $79,137.53

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

Tax Map No.	Parcel No.	Deed Book	Page No.	Zoning District
17	12.3	1275	458	General Commercial
12	12.1	1255	466	General Commercial

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

Application No.	Project Name and Phase	Status	Approval Date

Bond Request No._____

10. BOND RELEASE ATTACHMENTS.

The following shall be included with this request:

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

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

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

Date of As-Builts _____ Prepared By _____

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

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

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

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

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

Bond Request No._____

APPLICANT CERTIFICATION

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

Signature of Applicant

Robert Mead Date 11 / 16 / 2023

Signature of Property Owner (If different than Applicant)

_____ Date _____

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

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

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

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

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Fee: $_____ Check No._____

Receipt No._____

Site Inspection Date:_____ Inspector:_____

Subdivision Administrator Approval:_____ Date:_____

Engineer Approval:_____ Date:_____

Planning Commission Approval:_____ Date:_____

City Council Approval:_____ Date:_____

Comments:_____

_____

_____

_____

_____

Signature Certificate

Reference number: PFXBA-8JTRZ-YCEU4-NKXMJ

Signer	Timestamp	Signature
Robert Mead Email: rmead@onedigital.com Shared via link		
Sent:	16 Nov 2023 20:37:14 UTC	
Viewed:	16 Nov 2023 20:48:05 UTC	IP address: 71.206.41.194
Signed:	16 Nov 2023 21:32:56 UTC	Location: Harpers Ferry, United States

Document completed by all parties on:
16 Nov 2023 21:32:56 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.

CITY OF CHARLES TOWN

PUBLIC IMPROVEMENT BOND UNIT COST LIST AND BOND REDUCTION FORM

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

PROJECT NAME:	Joan and Joe's Coffee
PREPARED BY:	JHA Companies
DATE OF SUBMISSION	11/15/2023

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
MOBILIZATION GENERAL									
Mobilization	LS	$6,250.00	1						
Field Office	EA	$3,000.00							
Job Sign	EA	$1,150.00							
SURVEYING									
Steel Pipe Property Corner Marker Incl. Survey	EA	$275.00							
R.O.W. MONUMENTS SURVEYED IN PLACE									
RM -- 1	EA	$825.00							
RM -- 2	EA	$575.00							
EARTHWORK EXCAVATION									
Regular Bulk used as Fill	CY	$3.86	313						
Rock, Rip	CY	$17.30							
Rock, Blast	CY	$38.48							
BORROW MATERIAL									
Buy, Load, Haul 10 Mi. Select Material	CY	$28.90							
Fill and Compaction of On-site Borrow	CY	$5.95							
UNSUITABLE MATERIAL									
Load and Haul, 20 mi R/T	CY	$21.95							
Dump Charge	CY	$37.50							
Site Grading	SY	$0.75							
CLEAR & GRUB									
Light	AC	$6,675.00							
Moderate	AC	$9,750.00							

BOND ESTIMATE						BOND REDUCTION		City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Heavy	AC	$12,250.00						
Very Heavy	AC	$14,250.00						
LANDSCAPING								
Seeding	SY	$0.77						
Sodding	SY	$3.64						
PLANTING SHRUBS								
18”	EA	$40.00	4					
24”	EA	$70.00						
TREES								
6’ – 8’ (1-2 in. Caliper)	EA	$400.00	4					
8’ – 10’ (2.5-3 in. Caliper)	EA	$700.00						
Tree Protection	LF	$9.00						
MISCELLANEOUS SITE IMPROVEMENTS								
RETAINING WALLS								
Timber Wall (Less Than 6 ft)	LF	$325.00						
Dry Rubble RW-1 (H=6')	LF	$450.00						
Mortared Rubble RW-1A (H=6')	LF	$535.00						
Concrete Gravity RW-2 (H=6')	LF	$339.00						
Concrete Gravity RW-3 (H=6')	LF	$378.00						
FENCING								
Std. Fence (H=5’) FR-5	LF	$9.31						
Farm Fence (H=5’) FR-3A	LF	$10.90						
Chain Link Fence (H=6’)FR 2-B	LF	$14.52						
Board Fence (H=6’)	LF	$19.35	130					

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
Sodded Ditch (Incl Fine Grading)	SY	$9.86							
STREET CONSTRUCTION									
ROADS AND PARKING									
Soil Stabilization	**Inches**								
Cement 6%	SY/Inch Depth	$2.70							
Depth (in Inches):									
Lime 6%	SY/Inch Depth	$1.89							
Depth (in Inches):									
Subbase, Aggregated Material									
Base Type I	SY/Inch Depth	$1.75	1188						
Depth (in Inches):	6								
Bituminous Concrete									
Base Course	SY/Inch Depth	$5.59	1188						
Depth (in Inches):	2.5								
Intermediate Course	SY/Inch Depth	$5.49							
Depth (in Inches):									
Top Course	SY/Inch Depth	$5.49	1188						
Depth (in Inches):	1.5								
Prime Coat	SY	$1.10							
Tack Coat	SY	$1.10							
Driveway Restoration									
4” Concrete & 4” Gravel	SY	$79.95							

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
2” S-5 & 7 6” Gravel	SY	$31.96							
Shoulders, Type I									
Aggregated Base, 4”	SY	$11.50							
Concrete Curbing									
Curb & Gutter CG6 & CG7	LF	$22.50							
Curb Cut, CG-12 Detectable Surf.	EA	$569.00							
Entrances/Driveways									
Commercial Entrance CG-11	SY	$52.88	46						
Commercial Entrance CG-13	SY	$64.67							
Residential Driveway Apron	SY	$51.79							
Guardrails									
Std. Blocked-out W beam (GR2)	LF	$42.50							
Std. W beam, Weak Post GR8	LF	$28.50							
Terminal, GR-6 (L=12’-6”)	EA	$2,929.00							
Terminal, GR-7 (L=6’-3”)	EA	$2,659.00							
Type I, GR-8 Terminal (L=25’)	EA	$1,399.00							
Type II, GR-8 Terminal (L=13’-6”)	EA	$695.00							
Terminal, MB-4 (L=37’-6”)	EA	$3,495.00							
Type I, MB-5 Terminal (L=27’-1)	EA	$2,925.00							
Type II, MB-5 Terminal (L=13’-6)	EA	$1,675.00							
Miscellaneous									
Trash enclosure - Brick 6' high	LF	$325.00	31						
Reinforced Concrete Pad 6" to 8"	SY	$62.00							
Striping 4" width (VDOT Type	LF	$2.25							

BOND ESTIMATE						BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION		QUANTITY	EXTENSION	%COMPLETE	% Approved
B)									
Concrete Wheel Stops	EA	$70.00	7						
Parking Lot Striping	EA	$50.00	21						
Sign Island	EA	$850.00							
Traffic Barricade	LF	$43.45							
Street Name Signs	EA	$435.00							
Traffic Control Signs	EA	$375.00	4						
Street Light (pole, bracket, light)	EA	$4,285.00	1						
SIDEWALKS AND TRAILS									
Sidewalk									
Concrete 4” w/WWF, No base	SY	$45.23							
Bitum. Conc, 2” w/4” Base	SY	$30.00							
4” Conc, No Reinf., No Base	SY	$41.00	93						
HANDRAIL									
Handrail 3 Rail 1-1/4” #4 Finish	LF	$96.50	40						
Wood Chip Trail									
Trails(Incl Excavation & Grading) Wood chip, 4’ wide	SY	$17.69							
Bituminous Trail									
6’ to 10' wide	SY	$49.25							
CRITICAL SLOPE STABILIZATION									
Paved Flume	SY	$67.00							
Stmwtr Conc Channel-Excav	SY	$7.75							
ADD Grass Lined-seeded	SY	$5.37							
ADD Grass Lined-sodded	SY	$10.89							
Outlet Protection									
Non-grouted Riprap 18”	SY	$52.00							
Concrete 4”	SY	$53.50							

BOND ESTIMATE					BOND REDUCTION			City Use Only
ITEM	UNIT	UNIT COST	QUANTITY	EXTENSION	QUANTITY	EXTENSION	%COMPLETE	% Approved
Level Spreader	SY	$4.44						
Struc Streambank Protection								
Non-grouted Riprap 18”	SY	$58.00						
Gabions	CY	$147.00						
Vegetative Erosion Control								
Sodding incl Fertilizing – Banks	SY	$7.77						
Sodding incl Fertilizing – Flat	SY	$5.36						
Seeding incl Fertilizing	SY	$2.44	434					
Soding W/Soil Treat & Watering	SY	$3.25						
Seeding W/Soil Treat & Watering	SY	$6.46						
Straw Mulch w/Tack	SY	$1.40						
Jute Mesh	SY	$1.77						
SPECIAL ITEMS								
FEMA Processing LOMR/CLOMR	EA	$7,500.00						
As Built (Record Drawings)	EA	$9,500.00	1					
SWM/BMP POND	LS	See Note 1	$10,386.00					
SIGNALIZATION	LS	See Note 2						
Subtotal		$69,176.16						
				TOTAL ESTIMATE OF COMPLETED WORK:				

TOTAL:	**$75,426.16**
+ 10% CONTINGENCIES:	$7,542.62
GRAND TOTAL:	$82,968.78
+ 4% INFLATION FACTOR:	$86,287.53

Kimley»Horn

Memorandum

To: Robert Mead
14826 Charles Town Rd
Charles Town, WV 25414

From: Mark Phillips, P.E.

Through: Mr. James Newman, AICP
City Planner, Zoning/Subdivision Administrator
City of Charles Town
101 E Washington Street
Charles Town, WV 25414

Date: December 7, 2023

Subject: Joan and Joe's Coffee Shop Bond Initiation Review

This memorandum summarizes our review of the Bond Initiation Application for the entrance and parking improvements to the Joan and Joe's Coffee establishment (dated November 15, 2023, prepared by Robert Mead) for a bond initiation of $79,137.53. Using the Site Plan dated July 7, 2023, based on Kimley-Horn's review, we have the following comments.

1. We request the Applicant clarify if they omitted the mobilization cost intentionally.
2. Kimley-Horn finds the remainder of the Bond initiation request to align with the approved Plat.

Kimley-Horn requests the Applicant address the first comment.

Thank you for the opportunity to review this Bond Initiation Application. Please feel free to contact us at 703-870-3631 should you have any questions.

KIMLEY-HORN & ASSOCIATES, INC.



Mark Phillips, P.E.
Project Manager
Associate

From: Phillips, Mark
To: James Newman
Subject: RE: Bond Review - Joan Joe Coffee
Date: Tuesday, December 12, 2023 4:44:21 PM
Attachments: image001.png

Hey James,

No further comments and no cost. Was only 15 minutes of time.

Mark R Phillips, P.E. (VA,WV)
Kimley-Horn | 19775 Belmont Executive Plaza, Suite 250, Ashburn, VA 20147
Direct: 703-870-3631 | Mobile: 540-454-6294
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For

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From: James Newman <JNewman@charlestownwv.us>
Sent: Friday, December 8, 2023 8:29 AM
To: Phillips, Mark <Mark.Phillips@kimley-horn.com>
Subject: FW: Bond Review - Joan Joe Coffee

Hi Mark,

Please see the revised bond establishment for Joan and Joes Coffee

James Newman
City Planner, Zoning/Subdivision Administrator, AICP
City of Charles Town, WV
304-724-3251

Disclaimer: This email does NOT constitute a zoning or subdivision determination. To obtain an official determination, please contact the Zoning Administrator.

From: Joe Hague, PE <jhague@jhacompanies.com>
Sent: Thursday, December 7, 2023 5:03 PM
To: James Newman <JNewman@charlestownwv.us>; Robert Mead <rmead@onedigital.com>
Cc: Robert mead <robertmead2209@gmail.com>
Subject: Re: Bond Review

James,
Here is the updated Bond Estimate with Mobilization. Let me know if you need anything else.
Thank you,

Joe Hague, PE
Project Engineer

t: 304-620-3940

From: James Newman <JNewman@charlestownwv.us>
Sent: Thursday, December 7, 2023 1:59 PM
To: Joe Hague, PE <jhague@jhacompanies.com>; Robert Mead <rmead@onedigital.com>
Cc: Robert mead <robertmead2209@gmail.com>
Subject: RE: Bond Review

Sounds like that's all Kimley-Horn needs. If you can update the document you can send it back to me and I'll send it to them.

From: Joe Hague, PE <jhague@jhacompanies.com>
Sent: Thursday, December 7, 2023 1:59 PM
To: Robert Mead <rmead@onedigital.com>; James Newman <JNewman@charlestownwv.us>
Cc: Robert mead <robertmead2209@gmail.com>
Subject: Re: Bond Review

James,
I was planning to give you a call this afternoon anyway. We can include the mobilization line item, if that is all we need updated.
Thank you,

Joe Hague, PE
Project Engineer

t: 304-620-3940

From: Robert Mead <rmead@onedigital.com>
Sent: Thursday, December 7, 2023 1:18 PM
To: James Newman <JNewman@charlestownwv.us>; Joe Hague, PE <jhague@jhacompanies.com>
Cc: Robert mead <robertmead2209@gmail.com>
Subject: RE: Bond Review

Thanks James,

Joe, please respond when you get a chance.

Thanks,

Rob

Robert L. Mead

Senior Client Executive, OneDigital
703-237-5101 | rmead@onedigital.com | onedigital.com
12120 Sunset Hills Road, Suite 200 Reston, VA 20190



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---

From: James Newman <JNewman@charlestownwv.us>
Sent: Thursday, December 7, 2023 12:39 PM
To: Joe Hague, PE <jhague@jhacompanies.com>
Cc: Robert mead <robertmead2209@gmail.com>; Robert Mead <rmead@onedigital.com>
Subject: [EXTERNAL] Bond Review

> **EXTERNAL EMAIL: Use caution when opening attachments, clicking links, or responding.**

Hello Joe,

Please see the comments from Kimley-Horn about the bond request. Please give me a written response when you have a moment.

James Newman
City Planner, Zoning/Subdivision Administrator, AICP
City of Charles Town, WV
304-724-3251

Disclaimer: This email does NOT constitute a zoning or subdivision determination. To obtain an official determination, please contact the Zoning Administrator.

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City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-77: Black History Month Resolution

ATTACHMENTS:

- Black History Month Resolution.docx

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 to Honor Black History Month

WHEREAS, in 1926, the African American historian Dr. Carter G. Woodson first promoted "Negro History Week" to further awareness of the struggles and achievements of Black Americans. Woodson, the son of formerly enslaved persons, spent his childhood working in West Virginia coal mines, graduated from high school in Huntington, WV, and went on to earn his Ph.D. from Harvard University; and

WHEREAS, Woodson stated "We have a wonderful history behind us. … If you are unable to demonstrate to the world that you have this record, the world will say to you, you are not worthy to enjoy the blessings of democracy or anything else;" and

WHEREAS, 50 years later, in 1976, the United States of America officially commemorated and recognized February as Black History Month. The Month was meant to be a nationwide celebration that calls on all Americans to reflect on the significant roles that Black Americans have played in shaping U.S. history and the American experience; and

WHEREAS, Martin R. Delany, considered the "Father of Black Nationalism," was born in Charles Town in 1812. In addition to being a doctor, author, newspaper editor, Delany was globally recognized for his achievements and was commissioned a Major in the 52nd U.S. Colored Troops Regiment by President Lincoln in 1865; and

WHEREAS, in 1859, Charles Town was where prominent abolitionist John Brown stood trial, along with his African American comrades - the valiant John Copeland and Shields Green. Their subsequent guilty verdicts and executions heightened the regional animosities that ultimately led to the American Civil War; and

WHEREAS, Charles Town was home to Sylvia Rideout Bishop, the first Black woman in the United States to become a licensed horse trainer. Bishop began her work at the Charles Town Race Track soon after it opened in 1933, and there, she provided top-notch care and coaching of racehorses until her retirement in 1999; and

WHEREAS, Charles Town has been the birthplace and home to many other unsung Black heroes who have made countless contributions to Charles Town, West Virginia, and the nation; and

WHEREAS, Charles Town has been enriched by the significant contributions of African American organizations, including but not limited to: Jefferson County Branch of the National Association for the Advancement of Colored People (NAACP), African American Community Association, Green-Copeland American Legion and Auxiliary Post 63, Jefferson County African American Cultural and Heritage Festival Inc., the Page Jackson Alumni Association, and Star Lodge No. 1 Free and Accepted Masons Prince Hall Affiliated; and

WHEREAS, the City of Charles Town is committed to its continued support our African American community through both words and action.

NOW, THEREFORE LET IT BE RESOLVED, that the City of Charles Town recognizes and supports February 2024 as Black History Month, and we encourage all residents to honor and re-commit to what President Gerald Ford urged American citizens to do when Black History Month was first established: "seize the opportunity to honor the too often neglected accomplishments of Black Americans in every area of endeavor throughout our history."

Adopted the fifth day of February, 2024.

Attest:

_____ _____

Robert M. Trainor
Mayor

John Nissel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-113: Jefferson County Parks & Recreation Fireworks Partnership Request

ATTACHMENTS:

- Fireworks Funding support.pdf

Jefferson County Parks & Recreation

235 Sam Michael's Lane, Shenandoah Junction, WV 25442
Phone: 304-728-3207 Fax: 304-728-9746
Web: www.jcprc.org

February 2024

Dear Charles Town City Council,

Jefferson County Parks and Recreation Commission is spearheading an effort to continue the tradition of an Independence Day Fireworks celebration in our community. In 2024, we are seeking financial support for this community-wide event from each municipality, including the Jefferson County Commission, City of Ranson, City of Charles Town, Town of Bolivar, Town of Harpers Ferry, Town of Shepherdstown. We will also accept business and private donations.

Over 6500 people attended the fireworks celebration in Jefferson County in 2023. We anticipate the attendance will grow. As you know, it is important to offer amenities and events that keep our citizens happy and engaged in the community so they do not have to seek this type of celebration elsewhere.

The fireworks event is estimated to cost over $36,000. Jefferson County Parks and Recreation is committing $5000 to the effort, as well as staffing and park location. We are pulling resources together in Jefferson County, including the Sheriff Department, Sheriff Reserves, and EMS. We are asking for your support at the same level as last year.

We are asking to be added to your upcoming City Council agenda, so we can further discuss this event and our partnership with all our Jefferson County municipalities.

We thank you for your time and consideration.

Sincerely,

David Kling, Deputy Director
Jefferson County Parks and Recreation Commission

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-114: Opioid Money Request from Jefferson County Community Ministries

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-115: First Reading and Consideration of an Amendment to the Codified Ordinances of the City of Charles Town, West Virginia with Regard to Part 3 Traffic Code, Article 355 All-Terrain Vehicles and Article 349 Miscellaneous Rules

ATTACHMENTS:

- Article 355 - All-Terrain Vehicles - Redlined Copy.pdf
- Article 355 - All-Terrain Vehicles.docx
- Article 349 - Miscellaneous Rules - Redlined Copy.pdf
- Article 349 - Miscellaneous Rules.docx

ARTICLE 355
All-Terrain Vehicles

355.01 Definition of all-terrain vehicle.

355.02 Acts prohibited by operator.

355.03 Safety awareness courses.

355.04 Rental dealers required to provide safety equipment.

355.05 Private property exemption.

355.06 Exemption for farm, commercial use; current regulations.

355.07 Applicability of rules of operation.

355.99 Penalty.

CROSS REFERENCES

State law provisions - see W. Va. Code Art. 17F-1

355.01 DEFINITION OF ALL-TERRAIN VEHICLE.

(a) As used in this article:

(1) "All-terrain vehicle" or "ATV" means any motor vehicle, designed for off- highway use and designed to travel on not less than three low-pressure tires, having a seat or saddle designed to be straddled by the operator and handlebars for steering control and intended by the manufacturer to be used by a single operator or by an operator and no more than one passenger.

(2) "Utility terrain vehicle" means any motor vehicle with four or more low- pressure tires designed for off-highway use having bench or bucket seating for each occupant and a steering wheel for control.

(3) "Motorcycle" means any motor vehicle manufactured with no more than two wheels and having a seat or a saddle for the use of the operator.

(b) As used in this article, "all-terrain vehicles" and "vehicle", or the plural, mean all-terrain vehicles, utility-terrain vehicles and motorcycles.

(WVaC 17F-1-9)

~~355.02 ACTS PROHIBITED BY OPERATOR.~~

~~(a) No all-terrain vehicle may be operated in this Municipality:~~

~~(1) On any interstate highway except by public safety personnel responding to emergencies;~~

~~(2) On any road or highway with a center line or more than two lanes except for the purpose of crossing the road, street or highway, if:~~

~~A. The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;~~

~~B. The vehicle is brought to a complete stop before crossing the shoulder or main traveled way of the highway;~~

~~C. The operator yields his or her right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and~~

~~D. Both the headlight and taillight are illuminated when the crossing is made if the vehicle is so equipped;~~

~~(3) With more than one passenger unless more passengers are allowed under manufacturers' recommendations;~~

~~(4) With a passenger under the age of eighteen, unless the operator has at a minimum a level of two intermediate driver's license or its equivalent or is eighteen years of age or older;~~

~~(5) Unless riders under the age of eighteen are wearing size appropriate protective helmets that meet the current performance specifications established by the American National Standards Institute Standard z 90.1, the United States Department of Transportation Federal Motor Vehicle Safety Standard No. 218 or Snell safety standards for protective headgear for vehicle users;~~

~~(6) Anytime from sunset to sunrise without an illuminated headlight or lights and taillights;~~

~~(7) Without a manufacturer-installed or equivalent spark arrester and a manufacturer-installed or equivalent muffler in proper working order and properly connected to the vehicle's exhaust system; or~~

~~(8) Unless operating in compliance with the provisions of Section 355.03 .~~

~~(b) An all-terrain vehicle may be operated upon the shoulder, or as far to the right on the pavement as possible when there is not enough shoulder to safely operate, on any road, street or highway referred to in subsection (a)(2) of this section other than an interstate highway for a distance not to exceed ten miles to travel between a residence or lodging and off-road trails, fields and areas of operation, including stops for food, fuel, supplies and restrooms, if:~~

(1) The vehicle is operated at speeds of twenty-five miles per hour or less; and

(2) The vehicle is operated at any time from sunset to sunrise the all-terrain vehicle must be equipped with headlights and taillights which must be illuminated.

(c) Operation of an all-terrain vehicle in accordance with subsection (b) shall not constitute operation of a motor vehicle on a road or highway of this Municipality as contemplated by the provisions of Section 355.07 .

(d) Notwithstanding any provision of this article to the contrary, the Municipality may authorize the operation of all-terrain vehicles on certain specified roads, streets or highways which are marked with centerline pavement markings, other than interstate highways, to allow participation in parades, exhibitions and other special events, in emergencies or for specified purposes.

(WVaC 17F-1-1)

355.03 SAFETY AWARENESS COURSES.

(a) On and after January 1, 2005, no person under the age of eighteen may operate an all-terrain vehicle without a certificate of completion of a vehicle rider awareness course as offered or approved by the Commissioner of Motor Vehicles.

(b) The provisions of subsection (a) of this section do not apply to the operation of an all-terrain vehicle on any private or public recreational trail or area or affiliated trail or area operated by any person or entity which has in place a safety program.

(WVaC 17F-1-2)

355.04 RENTAL DEALERS REQUIRED TO PROVIDE SAFETY EQUIPMENT.

Any person or entity renting or leasing all-terrain vehicles for recreational purposes must provide protective helmets as defined by the provisions of Section 355.02(a)(5), to all persons using such vehicles who are under the age of eighteen and offer protective helmets to all persons eighteen and older using the rented or leased vehicles: Provided, that for the provisions of this section to be applicable, the age and identity of the users of the all-terrain vehicle must be disclosed to the person or entity providing the rented or leased vehicle.

(WVaC 17F-1-4)

355.05 PRIVATE PROPERTY EXEMPTION.

Except as provided by the provisions of Section 355.02(a)(3) to (5), and except as provided by the provisions of Section 355.03, the provisions of this article do not apply if

the all-terrain vehicle is operated exclusively on lands owned or leased by the vehicle owner or on private lands of others with the owner's permission.

(WVaC 17F-1-5)

355.06 EXEMPTION FOR FARM, COMMERCIAL USE; CURRENT REGULATIONS.

(a) Except as provided by the provisions of Section 355.02(a)(4) and (5), nothing in this article may be construed to preclude or limit the use or operation of all-terrain vehicles for lawful nonrecreational commercial purposes, including, but not limited to, farm use, oil and gas operations, timbering, surveying and public utilities access.

(b) Nothing in this article may be construed to supersede or contravene the provisions of any agreement between the State of West Virginia and any private or governmental entity entered into prior to the effective date of this article, or any lawfully promulgated legislative rule, including any emergency legislative rule, regulating the operation of all-terrain vehicles.

(WVaC 17F-1-6)

355.07 APPLICABILITY OF RULES OF OPERATION.

(a) Every person operating an all-terrain vehicle upon a public road or highway of this Municipality shall be subject to all of the duties applicable to the driver of a vehicle by the provisions of West Virginia Code Chapter 17C and this Traffic Code except where inconsistent with the provisions of this article and except as to those provisions of West Virginia Code Chapter17C and this Traffic Code which by their nature can have no application.

(b) Notwithstanding the provisions of subsection (a) of this section, a motor vehicle operator's license is not required of an operator of an all-terrain vehicle when he or she is operating said vehicle in conformity with the provisions of Section 355.02(a)(2) or (b) except when the operator is under the age of eighteen and is transporting a passenger under the age of eighteen.

(WVaC 17F-1-7)

355.99 PENALTY.

(a) Except as provided in the provisions of subsection (b) of this section and in addition to any other legal remedy for violation of civil or criminal provisions of this Code, any person who violates the provisions of this article or who owns or has control over an all-terrain vehicle and knowingly permits it to be used in violation of the provisions of this article shall be fined not more than one hundred dollars ($100.00).

~~(b) Any parent, legal guardian or person who has actual responsibility for a child under eighteen years of age who knows or should have known the child is operating or is a passenger on an all-terrain vehicle without a helmet as required by the provisions of Section 355.02 shall be subject to the following penalties:~~

~~(1) For a first offense, a fine of not less than fifty dollars ($50.00) nor more than one hundred dollars ($100.00) or not more than ten hours of community service, or both;~~

~~(2) For a second offense, a fine of not less than one hundred dollars ($100.00) nor more than two hundred dollars ($200.00) or not more than twenty hours of community service, or both;~~

~~(3) For a third or subsequent offense, a fine of not less than two hundred dollars ($200.00) nor more than five hundred dollars ($500.00) or not more than one hundred hours of community service, or both.~~

~~(WVaC 17F-1-8)~~

BE IT ORDAINED by the City Council of the City of Charles Town as follows: That Article 355, All-Terrain Vehicles be REPEALED. The purpose of this repeal is to minimize duplication of regulations which are already sufficiently and correctly addressed in Article 349.

BE IT ORDAINED that this Ordinance shall cease to be effective on February, 21, 2024.

CITY OF CHARLES TOWN

Robert Trainor Mayor, City of Charles Town

ATTEST:

John Nissel City Clerk

Date of First Reading: _____ _ Passed: ----------

ARTICLE 355
All-Terrain Vehicles

355.01 Definition of all-terrain vehicle.

355.02 Acts prohibited by operator.

355.03 Safety awareness courses.

355.04 Rental dealers required to provide safety equipment.

355.05 Private property exemption.

355.06 Exemption for farm, commercial use; current regulations.

355.07 Applicability of rules of operation.

355.99 Penalty.

CROSS REFERENCES

State law provisions - see W. Va. Code Art. 17F-1

355.01 DEFINITION OF ALL-TERRAIN VEHICLE.

(a) As used in this article:

(1) "All-terrain vehicle" or "ATV" means any motor vehicle, designed for off- highway use and designed to travel on not less than three low-pressure tires, having a seat or saddle designed to be straddled by the operator and handlebars for steering control and intended by the manufacturer to be used by a single operator or by an operator and no more than one passenger.

(2) "Utility terrain vehicle" means any motor vehicle with four or more low- pressure tires designed for off-highway use having bench or bucket seating for each occupant and a steering wheel for control.

(3) "Motorcycle" means any motor vehicle manufactured with no more than two wheels and having a seat or a saddle for the use of the operator.

(b) As used in this article, "all-terrain vehicles" and "vehicle", or the plural, mean all-terrain vehicles, utility-terrain vehicles and motorcycles.

(WVaC 17F-1-9)

355.02 ACTS PROHIBITED BY OPERATOR.

(a) No all-terrain vehicle may be operated in this Municipality:

(1) On any interstate highway except by public safety personnel responding to emergencies;

(2) On any road or highway with a center line or more than two lanes except for the purpose of crossing the road, street or highway, if:

A. The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;

B. The vehicle is brought to a complete stop before crossing the shoulder or main traveled way of the highway;

C. The operator yields his or her right-of-way to all oncoming traffic that constitutes an immediate potential hazard; and

D. Both the headlight and taillight are illuminated when the crossing is made if the vehicle is so equipped;

(3) With more than one passenger unless more passengers are allowed under manufacturers' recommendations;

(4) With a passenger under the age of eighteen, unless the operator has at a minimum a level of two intermediate driver's license or its equivalent or is eighteen years of age or older;

(5) Unless riders under the age of eighteen are wearing size appropriate protective helmets that meet the current performance specifications established by the American National Standards Institute Standard z 90.1, the United States Department of Transportation Federal Motor Vehicle Safety Standard No. 218 or Snell safety standards for protective headgear for vehicle users;

(6) Anytime from sunset to sunrise without an illuminated headlight or lights and taillights;

(7) Without a manufacturer-installed or equivalent spark arrester and a manufacturer-installed or equivalent muffler in proper working order and properly connected to the vehicle's exhaust system; or

(8) Unless operating in compliance with the provisions of Section 355.03 .

(b) An all-terrain vehicle may be operated upon the shoulder, or as far to the right on the pavement as possible when there is not enough shoulder to safely operate, on any road, street or highway referred to in subsection (a)(2) of this section other than an interstate highway for a distance not to exceed ten miles to travel between a residence or lodging and off-road trails, fields and areas of operation, including stops for food, fuel, supplies and restrooms, if:

(1) The vehicle is operated at speeds of twenty-five miles per hour or less; and

(2) The vehicle is operated at any time from sunset to sunrise the all-terrain vehicle must be equipped with headlights and taillights which must be illuminated.

(c) Operation of an all-terrain vehicle in accordance with subsection (b) shall not constitute operation of a motor vehicle on a road or highway of this Municipality as contemplated by the provisions of Section 355.07 .

(d) Notwithstanding any provision of this article to the contrary, the Municipality may authorize the operation of all-terrain vehicles on certain specified roads, streets or highways which are marked with centerline pavement markings, other than interstate highways, to allow participation in parades, exhibitions and other special events, in emergencies or for specified purposes.

(WVaC 17F-1-1)

355.03 SAFETY AWARENESS COURSES.

(a) On and after January 1, 2005, no person under the age of eighteen may operate an all-terrain vehicle without a certificate of completion of a vehicle rider awareness course as offered or approved by the Commissioner of Motor Vehicles.

(b) The provisions of subsection (a) of this section do not apply to the operation of an all-terrain vehicle on any private or public recreational trail or area or affiliated trail or area operated by any person or entity which has in place a safety program.

(WVaC 17F-1-2)

355.04 RENTAL DEALERS REQUIRED TO PROVIDE SAFETY EQUIPMENT.

Any person or entity renting or leasing all-terrain vehicles for recreational purposes must provide protective helmets as defined by the provisions of Section 355.02(a)(5), to all persons using such vehicles who are under the age of eighteen and offer protective helmets to all persons eighteen and older using the rented or leased vehicles: Provided, that for the provisions of this section to be applicable, the age and identity of the users of the all-terrain vehicle must be disclosed to the person or entity providing the rented or leased vehicle.

(WVaC 17F-1-4)

355.05 PRIVATE PROPERTY EXEMPTION.

Except as provided by the provisions of Section 355.02(a)(3) to (5), and except as provided by the provisions of Section 355.03, the provisions of this article do not apply if

the all-terrain vehicle is operated exclusively on lands owned or leased by the vehicle owner or on private lands of others with the owner's permission.

(WVaC 17F-1-5)

355.06 EXEMPTION FOR FARM, COMMERCIAL USE; CURRENT REGULATIONS.

(a) Except as provided by the provisions of Section 355.02(a)(4) and (5), nothing in this article may be construed to preclude or limit the use or operation of all-terrain vehicles for lawful nonrecreational commercial purposes, including, but not limited to, farm use, oil and gas operations, timbering, surveying and public utilities access.

(b) Nothing in this article may be construed to supersede or contravene the provisions of any agreement between the State of West Virginia and any private or governmental entity entered into prior to the effective date of this article, or any lawfully promulgated legislative rule, including any emergency legislative rule, regulating the operation of all-terrain vehicles.

(WVaC 17F-1-6)

355.07 APPLICABILITY OF RULES OF OPERATION.

(a) Every person operating an all-terrain vehicle upon a public road or highway of this Municipality shall be subject to all of the duties applicable to the driver of a vehicle by the provisions of West Virginia Code Chapter 17C and this Traffic Code except where inconsistent with the provisions of this article and except as to those provisions of West Virginia Code Chapter17C and this Traffic Code which by their nature can have no application.

(b) Notwithstanding the provisions of subsection (a) of this section, a motor vehicle operator's license is not required of an operator of an all-terrain vehicle when he or she is operating said vehicle in conformity with the provisions of Section 355.02(a)(2) or (b) except when the operator is under the age of eighteen and is transporting a passenger under the age of eighteen.

(WVaC 17F-1-7)

355.99 PENALTY.

(a) Except as provided in the provisions of subsection (b) of this section and in addition to any other legal remedy for violation of civil or criminal provisions of this Code, any person who violates the provisions of this article or who owns or has control over an all-terrain vehicle and knowingly permits it to be used in violation of the provisions of this article shall be fined not more than one hundred dollars ($100.00).

(b) Any parent, legal guardian or person who has actual responsibility for a child under eighteen years of age who knows or should have known the child is operating or is a passenger on an all-terrain vehicle without a helmet as required by the provisions of Section 355.02 shall be subject to the following penalties:

(1) For a first offense, a fine of not less than fifty dollars ($50.00) nor more than one hundred dollars ($100.00) or not more than ten hours of community service, or both;

(2) For a second offense, a fine of not less than one hundred dollars ($100.00) nor more than two hundred dollars ($200.00) or not more than twenty hours of community service, or both;

(3) For a third or subsequent offense, a fine of not less than two hundred dollars ($200.00) nor more than five hundred dollars ($500.00) or not more than one hundred hours of community service, or both.

(WVaC 17F-1-8)

ARTICLE 349
Miscellaneous Rules

349.01 Unattended motor vehicle.

349.02 Backing a vehicle.

349.03 Drivers' view and control to be unobstructed by load or persons.

349.04 Passengers in seat with operator.

349.05 Passengers on running board.

349.06 Following authorized emergency vehicles.

349.061 Approaching authorized emergency vehicles.

349.07 Driving over fire hose.

349.08 Right of way of funeral or other procession.

349.09 Opening door of vehicle on traffic side.

349.10 Boarding or alighting from vehicle.

349.11 Unauthorized riding or jumping onto vehicles.

349.12 Squealing tires, cracking exhaust noises.

349.13 Taking, injuring or tampering with vehicle.

349.14 Driving upon sidewalk, street lawn or curb.

349.15 Shortcutting; avoiding traffic control devices.

349.16 Coasting prohibited.

349.17 Driving through safety zone.

349.18 Driving upon street posted as closed for repair.

349.19 Obstruction of traffic.

349.20 Vehicle security.

349.21 Littering from a motor vehicle.

349.22 All terrain vehicles prohibited.

349.23 Prohibited use of an electronic communication device.

349.24 Electronically distracted driving.

349.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Obedience to traffic control devices - see TRAF. 313.01

349.01 UNATTENDED MOTOR VEHICLE.

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key, and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the street or highway.

(WVaC 17C-14-1)

349.02 BACKING A VEHICLE.

The driver of a vehicle shall not back the same unless such movement can be made with reasonable safety and without interfering with other traffic.

(WVaC 17C-14-2)

349.03 DRIVERS' VIEW AND CONTROL TO BE UNOBSTRUCTED BY LOAD OR PERSONS.

(a) No person shall drive a vehicle when it is so loaded as to obstruct the view of the driver to the front or sides of the vehicle or as to interfere with the driver's control over the driving mechanism of the vehicle.

(b) No passenger in a vehicle shall ride in such position as to interfere with the driver's view ahead or to the sides, or to interfere with his or her control over the driving mechanism of the vehicle.

(WVaC 17C-14-4)

349.04 PASSENGERS IN SEAT WITH OPERATOR.

No more than three persons including the operator shall ride or be permitted by such operator to ride in the seat with the operator of any motor vehicle while such motor vehicle is being operated on the streets or highways of this Municipality: provided, however, that the limitation of this section shall not apply to a truck cab or truck crew compartment

properly designed for the occupancy of four persons including the operator, and so designated on the registration card by the Division of Motor Vehicles.

(WVaC 17C-14-5)

349.05 PASSENGERS ON RUNNING BOARD.

No passenger shall ride nor shall the operator permit any passenger to ride on the running boards of any motor vehicle while such vehicle is being operated on the streets or highways of this Municipality.

(WVaC 17C-14-6)

349.06 FOLLOWING AUTHORIZED EMERGENCY VEHICLES.

The driver of any vehicle other than one on official business may not follow any authorized emergency vehicle traveling in response to a fire alarm or other emergency closer than 500 feet or drive into or park such vehicle within the block where such authorized emergency vehicle has stopped in answer to a fire alarm or other emergency.

(WVaC 17C-14-9)

349.061 APPROACHING AUTHORIZED EMERGENCY VEHICLES.

The driver of any vehicle approaching a stationary authorized emergency vehicle, when the authorized emergency vehicle is giving a signal by displaying alternately flashing red, red and white, blue, or red and blue lights or amber or yellow warning lights, shall:

(a) Proceed with due caution, yield the right-of-way by making a lane change not adjacent to that of the authorized emergency vehicle, if possible with regard to safety and traffic conditions, if on a highway having at least four lanes with not less than two lanes proceeding in the same direction as the approaching vehicle and reduce speed to a safe level for road conditions; or

(b) Proceed with due caution, reduce the speed of the vehicle, maintaining a safe speed not to exceed fifteen miles per hour on any nondivided highway or street and twenty-five miles per hour on any divided highway depending on road conditions, if changing lanes would be impossible or unsafe.

(WVaC 17C-14-9a)

349.07 DRIVING OVER FIRE HOSE.

No vehicle shall be driven over any unprotected hose of the Fire Department when laid down on any street or private driveway to be used at any fire or alarm of fire, without the consent of the Fire Department official in command.

(WVaC 17C-14-10)

349.08 RIGHT OF WAY OF FUNERAL OR OTHER PROCESSION.

(a) Definitions.

(1) "Funeral director" and "funeral establishment" have the same meaning as set forth in West Virginia Code 30-6-4.

(2) "Funeral procession" means two or more vehicles accompanying the body of a deceased person, or traveling to the church, chapel, cemetery, or other location at which the funeral service or final disposition is to be held, including a funeral lead vehicle or a funeral escort vehicle.

(3) "Funeral lead vehicle" means any authorized law enforcement or nonlaw-enforcement motor vehicle or a funeral escort vehicle being used to lead and facilitate the movement of a funeral procession. A funeral hearse may serve as a funeral lead vehicle.

(4) "Funeral escort" means a person or entity that provides escort services for funeral processions, including law-enforcement personnel and agencies.

(5) "Funeral escort vehicle" means any motor vehicle that escorts a funeral procession.

(b) Funeral Procession Right-Of-Way.

(1) Regardless of any traffic control device or right-of-way provisions prescribed by state or local ordinance, pedestrians and operators of all vehicles, except as stated in subsection (b)(3) of this section, shall yield the right-of-way to any vehicle which is part of a funeral procession being led by a funeral escort vehicle or a funeral lead vehicle.

(2) When the funeral lead vehicle lawfully enters an intersection, either by reason of a traffic control device or at the direction of law-enforcement personnel, the remaining vehicles in the funeral procession may follow through the intersection regardless of any traffic control devices or right-of-way provisions prescribed by state or local law.

(3) Funeral processions have the right-of-way at intersections regardless of traffic control devices subject to the following conditions and exceptions:

A. Operators of vehicles in a funeral procession shall yield the right-of-way to an approaching emergency vehicle giving an audible or visible signal;

B. Operators of vehicles in a funeral procession shall yield the right-of-way when directed to do so by a police officer; and

C. Operators of vehicles in a funeral procession must exercise due care when participating in a funeral procession.

(c) Driving in Procession.

(1) All vehicles comprising a funeral procession shall follow the preceding vehicle in the funeral procession as closely as is practical and safe.

(2) Any ordinance, law or rule stating that motor vehicles shall be operated to allow sufficient space enabling any other vehicle to enter and occupy such space without danger is not applicable to vehicles in a funeral procession.

(d) Liability. Liability for any death, personal injury or property damage suffered on or after the first day of July, one thousand nine hundred ninety-nine, by any person in a funeral procession may not be imposed upon a funeral director or funeral establishment or their employees or agents unless the death, personal injury or property damage is proximately caused by the negligent or intentional act of a funeral director or funeral establishment or their employees or agents.

(e) Equipment. All nonlaw-enforcement funeral escort vehicles and funeral lead vehicles may be equipped with at least one lighted circulation flashing lamp exhibiting an amber or purple light or lens. Flashing amber or purple lights may be used when such vehicles are used in a funeral procession.

(WVaC Art. 17C-23)

349.09 OPENING DOOR OF VEHICLE ON TRAFFIC SIDE.

No person shall open the door of a motor vehicle on the side available to moving traffic unless and until it is reasonably safe to do so, nor shall any person leave a door open on the side of a motor vehicle available to moving traffic for a period of time longer than is necessary to load or unload passengers.

349.10 BOARDING OR ALIGHTING FROM VEHICLE.

No person shall board or alight from any vehicle while such vehicle is in motion.

349.11 UNLAWFUL RIDING.

No person shall ride on any vehicle upon any portion thereof not designated or intended for the use of passengers when the vehicle is in motion. This provision shall not apply to an employee engaged in the necessary discharge of a duty or to persons riding within truck bodies in space intended for merchandise.

349.12 SQUEALING TIRES, CRACKING EXHAUST NOISES.

No person shall unnecessarily race the motor of any vehicle and no person shall operate any motor vehicle, except in an emergency, in such a manner that the vehicle is so rapidly accelerated or started from a stopped position that the exhaust system emits a loud, cracking or chattering noise unusual to its normal operation, or whereby the tires of such vehicle squeal or leave tire marks on the roadway, commonly called "peeling".

349.13 TAKING, INJURING OR TAMPERING WITH VEHICLE.

(a) No person shall drive a vehicle, not his or her own, without consent of the owner thereof, and with intent temporarily to deprive such owner of his or her possession of such vehicle, but without intent to steal the vehicle. The consent of the owner of a vehicle to its taking or driving shall not in any case be presumed or implied because of such owner's consent on a previous occasion to the taking or driving of such vehicle by the same or a different person. Any person who assists in, or is a party or accessory to or an accomplice in any such unauthorized taking or driving, shall also be guilty of a violation of this section.

(WVaC 17A-8-4)

(b) No person either individually or in association with one or more persons shall willfully injure or tamper with any vehicle or break or remove any part or parts of or from a vehicle without the consent of the owner.

No person with intent to commit any malicious mischief, injury or other crime shall climb into or upon a vehicle whether it is in motion or at rest or with like intent attempt to manipulate any of the levers, starting mechanism, brakes or other mechanism or device of a vehicle while the same is at rest and unattended or with like intent set in motion any vehicle while the same is at rest and unattended.

(WVaC 17A-8-6)

349.14 DRIVING UPON SIDEWALK, STREET LAWN OR CURB.

(a) No person shall drive any vehicle, other than a bicycle, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway.

(b) No person shall drive a vehicle on a street lawn area or the curb of a street, except upon a permanent or duly authorized temporary driveway or when otherwise lawfully authorized.

349.15 SHORTCUTTING; AVOIDING TRAFFIC CONTROL DEVICES.

(a) No person shall operate a motor vehicle across public or private property marked with signs "No Through Traffic" or words of similar import for the purpose of passing from one roadway to another.

(b) No person shall operate a motor vehicle across public or private property for the purpose of avoiding compliance with a traffic control device.

(c) It shall be prima-facie evidence of a violation of this section for the operator of a motor vehicle to cross public or private property as provided herein without using the service of such property, stopping the engine or both.

349.16 COASTING PROHIBITED.

The operator of any motor vehicle when traveling on a down grade on any street, alley or highway shall not coast with the gears of such vehicle in neutral.

349.17 DRIVING THROUGH SAFETY ZONE.

No operator of a vehicle shall drive the same over or through a safety zone.

349.18 DRIVING UPON STREET POSTED AS CLOSED FOR REPAIR.

No person shall drive upon, along or across a street or highway, or any part thereof, which has been closed in the process of its construction, reconstruction or repair, and posted with appropriate signs by the authority having jurisdiction to close such street or highway.

349.19 OBSTRUCTION OF TRAFFIC.

No person shall operate, stop, stand or park any motor vehicle on any street or alley within the Municipality so as to obstruct or hinder the free flow of motor vehicle traffic except in compliance with a lawful order of a police officer or in compliance with a traffic control sign, signal or marking.

349.20 VEHICLE SECURITY.

Every owner or registrant of a motor vehicle shall maintain security upon such vehicle as required by West Virginia Code Article 17D-2A, and no person shall knowingly drive or operate on any street within the Municipality any motor vehicle upon which security is required by such Article unless the security is provided, and violation of any of the provisions of West Virginia Code Article 17D-2A including failure to have a certificate of insurance, if required, shall constitute a violation under this section.

349.21 LITTERING FROM A MOTOR VEHICLE.

(a) It is unlawful for any driver or passenger of a motor vehicle or other conveyance to place, deposit, dump, throw or cause to be placed, deposited, dumped or thrown, any litter from a motor vehicle or other conveyance in or upon any public or private highway, road, street or alley; any private property; any public property; or the waters of the State or within one hundred feet of the waters of this State, except in a proper litter or other solid waste receptacle.

(b) For purposes of this section, "litter" means all waste material including, but not limited to, any garbage, refuse, trash, disposable package, container, can, bottle, paper, ashes, cigarette or cigar butt, carcass of any dead animal or any part thereof, or any other offensive or unsightly matter, but not including the wastes of primary processes of mining, logging, sawmilling, farming or manufacturing.

(c) When there is more than one occupant in a motor vehicle or other conveyance and it can not be determined which occupant is responsible for violating this section, the driver shall be presumed to be responsible for the violation.

(WVaC 17C-14-14)

349.22 ALL TERRAIN VEHICLES PROHIBITED.

~~(a) Purpose.~~

~~(1) Council finds that is has become increasingly commonplace for persons to operate unlicensed recreational use vehicles known as "four wheelers" or "all terrain vehicles" ("ATV's"), upon the streets of Charles Town. State law defines these vehicles as "recreational vehicles". See West Virginia Code Section 17A-1-1(nn). They are designed only for off road use, and some, if not all, of the manufacturers of ATV's warn against operating them on hard surfaces whether utilizing two wheel drive or four wheel drive. These vehicles may not meet emissions standards, safety standards or noise level standards applicable to licensed four wheel vehicles which are designed for street and highway use. ATV's are currently not required to be licensed by the State of West Virginia. See West Virginia Code 17A-3- 2(6).~~

~~(2) Council finds that the operation of ATV's upon the streets of Charles Town poses a safety hazard to their operators, any passengers adventurously riding on them, and to others on the streets. Council further finds that the operation of ATV's on the City streets creates nuisance conditions jeopardizing the health, safety and welfare of its citizens.~~

(a~~b~~) Definitions. For purposes of this section an "all terrain vehicle" ("ATV") shall mean any motor vehicle designed for off-highway use and designed for operator use only with no passengers, having a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(b~~c~~) Prohibition. It shall be unlawful for any person to operate an all-terrain vehicle ("ATV"), upon any street or sidewalk or alleyway in Charles Town.

(c) Exceptions. Exceptions may be granted by the Charles Town Police Department or the City of Charles Town via Special Activities Permits or maintenance contracts with the City.

Editor's Note: The penalty provisions of Section 349.99 apply, providing for first offense $100 fine, second offense in same year $200, and subsequent offense $500 fine.

(Ord. 02-25. Passed 8-19-02.)

349.23 PROHIBITED USE OF AN ELECTRONIC COMMUNICATIONS DEVICE.

(a) Except as provided in subsection (c) of this section, a person may not drive or operate a motor vehicle on a public street or highway while:

(1) Texting; or

(2) Using a cell phone or other electronic communications device, unless the use is accomplished by hands-free equipment.

(b) For purposes of this section, the following terms shall mean:

(1) "Cell phone" means a cellular, analog, wireless or digital telephone.

(2) "Driving" or "operating a motor vehicle" means operating a motor vehicle, with the motor running, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays, but does not include operating a motor vehicle after the driver has moved the vehicle to the side of, or off, a highway and halted in a location where the vehicle can safely remain stationary.

(3) "Electronic communication device" means a cell telephone, personal digital assistant, electronic device with mobile data access, laptop computer, pager, broadband personal communication device, 2-way messaging device, electronic game, or portable computing device. For the purposes of this section, an "electronic communication device" does not include:

A. Voice radios, mobile radios, land mobile radios, commercial mobile radios or two way radios with the capability to transmit and receive voice transmissions utilizing a push-to-talk or press-to- transmit function; or

B. Other voice radios used by a law enforcement officer, an emergency services provider, an employee or agent of public safety organizations, first responders, Amateur Radio Operators (HAM) licensed by the Federal Communications Commission and school bus operators.

(4) "Engaging in a call" means when a person talks into or listens on an electronic communication device, but shall not include when a person dials or enters a phone number on a pushpad or screen to initiate the call.

(5) "Hands-free electronic communication device" means an electronic communication device that has an internal feature or function, or that is equipped with an attachment or addition, whether or not permanently part of such electronic communication device, by which a user engages in a call without the use of either hand or both hands.

(6) "Hands-free equipment" means the internal feature or function of a hands- free electronic communication device or the attachment or addition to a hands-free electronic communication device by which a user may engage in a call or text without the use of either hand or both hands.

(7) "Texting" means manually entering alphanumeric text into, or reading text from, an electronic communication device, and includes, but is not limited to, short message service, e-mailing, instant messaging, a command or request to access a World Wide Web page or engaging in any other form of electronic text retrieval or entry, for present or future communication. For purposes of this section, "texting" does not include the following actions:

A. Reading, selecting or entering a telephone number, an extension number, or voicemail retrieval codes and commands into an eletronic device by pressing the device in order to initiate or receive a phone call or using voice commands to initiate or receive a telephone call;

B. Inputting, selecting or reading information on a global positioning system or navigation system; or

C. Using a device capable of performing multiple functions, including fleet management systems, dispatching devices, smart phones, citizens band radios or music players, for a purpose that is not otherwise prohibited in this section.

(8) "Using a cell phone or other electronic communication device" means holding in a person's hand or hands an electronic communication device while:

A. Viewing or transmitting images or data;

B. Playing games;

C. Composing, sending, reading, viewing, accessing, browsing, transmitting, saving or retrieving e-mail, text messages or other electronic data; or

D. Engaging in a call.

(c) Subsection (a) of this section shall not apply to:

(1) A law enforcement officer, a firefighter, an emergency medical technician, a paramedic or the operator of an authorized emergency vehicle in the performance of their official duties;

(2) A person using an electronic communication device to report to appropriate authorities a fire, a traffic accident, a serious road hazard, or a medical or hazardous materials emergencies.

(3) The activation or deactivation of hands-free equipment or a function of hands-free equipment.

(d) This section does not supersede the provisions of West Virginia Code 17B-2-3a, or any more restrictive provisions for drivers of commercial motor vehicles prescribed by the provisions of West Virginia Code 17E-1-1 et seq. or federal law or rule.

(e) No policy providing liability coverage for personal lines insurance shall contain a provision which may be used to deny coverage or exclude payment of any legal damages recoverable by law for injuries proximately caused by a violation of this section, as long as such amounts are within the coverage limits of the insured.

(WVaC 17C-14-15)

349.24 ELECTRONICALLY DISTRACTED DRIVING.

(a) Definitions. As used in this section:

(1) "Smartwatch" means a wearable computer that provides a local touchscreen for daily use, associated with applications, and connected to a cellular or Wi-Fi network;

(2) "Stand-alone electronic device" means a portable device other than a wireless telecommunications device which stores audio or video data files to be retrieved on demand by a user;

(3) "Utility services" means and includes electric, natural gas, water, wastewater, cable, telephone or telecommunications services, or the repair, location, relocation, improvement, or maintenance of utility poles, transmission structures, pipes, wires, fibers, cables, easements, rights-of-way or associated infrastructure;

(4) "Wireless telecommunications device" means one of the following portable devices:

A. A cellular telephone;

B. A portable telephone;

C. A text-messaging device;

D. A personal digital assistant;

E. A stand-alone computer including, but not limited to, a tablet, laptop or notebook computer;

F. A handheld global positioning system receiver;

G. A device capable of displaying a video, movie, broadcast television image or visual image;

H. Any substantially similar portable wireless device that is used to initiate or receive communication, information or data;

I. "Wireless telecommunications device" does not include a smartwatch, any type of radio including but not limited to, radios used by first responders or school bus operators; citizens band radio or radio hybrid; commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device; prescribed medical device; amateur or ham radio device, or any built-in vehicle equipment for security, navigation, communications or remote diagnostics; and

(5) "Voice-operated or hands-free feature or function" means a feature or function that allows a person to use a wireless telecommunications device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

(b) The driver of a school bus shall not use or operate a wireless telecommunications device or two-way radio while loading or unloading passengers.

(c) The driver of a school bus shall not use or operate a wireless telecommunications device while the bus is in motion nor while stationary in traffic nor at a traffic control signal, unless that device is being used in a similar manner as a two-way radio to allow live communication between the driver and school officials or public safety officials.

(d) A driver shall exercise due care in operating a motor vehicle on the highways of this state and shall not engage in any actions involving any stand-alone electronic device or wireless telecommunications device that distracts such driver from the safe operation of the vehicle.

(e) While operating a motor vehicle on any street, highway, or property open to the public for vehicular traffic in this state, no driver may:

(1) Physically hold or support, with any part of his or her body, a wireless communication device or stand-alone electronic device: provided, that such prohibition shall not apply to the wearing of a smartwatch;

(2) Write, send or read any text-based communication including, but not limited to, a text message, instant message, e-mail, or social media interaction on a wireless telecommunications device or stand-alone electronic device: provided, that such prohibition shall not apply to a voice-operated or hands-free communication feature which is automatically converted by such device to be sent as a message in a written form;

(3) Make any communication involving a wireless telecommunications device, including a phone call, voice message, or one-way voice communication: provided, that, such prohibition shall not apply to a voice operated or hands-free communication feature or function;

(4) Engage in any form of electronic data retrieval or electronic data communication on a wireless telecommunications device or stand-alone electronic device;

(5) Manually enter letters, numbers or symbols into any website, search engine, or application on a wireless telecommunications device or stand-alone electronic device;

(6) Watch a video or movie on a wireless telecommunications device or standalone electronic device other than watching data related to the navigation of such vehicle;

(7) Record, post, send, or broadcast video, including a video conference on a wireless telecommunications device or stand-alone electronic device: provided, that such prohibition does not apply to electronic devices used for the sole purpose of continuously recording or broadcasting video within or outside of the motor vehicle; or

(8) Actively play any game on a wireless telecommunications device or stand-alone electronic device.

(f) While operating a commercial motor vehicle on any highway of this state, no driver may:

(1) Use more than a single button on a wireless telecommunications device to initiate or terminate a voice communication; or

(2) Reach for a wireless telecommunications device or stand-alone electronic device in such a manner that requires the driver to:

A. No longer be in a seated driving position; or

B. No longer be properly restrained by a safety belt.

(g) Each violation of this section shall constitute a separate offense.

(h) It is a misdemeanor for any driver to violate any of the provisions of this section. Every driver convicted of a misdemeanor for a violation of any of the provisions of this section shall be punished as follows:

(1) For a first conviction with no prior conviction of and no plea of no contest accepted to a charge of violating this section within the previous 24-month period, as measured from the date of any prior conviction or plea, a fine of not more than one hundred dollars ($100.00);

(2) For a second conviction within a 24-month period, as measured from the date of any prior conviction or plea, a fine of not more than two hundred dollars ($200.00);

(3) For a third or subsequent conviction within a 24-month period, as measured from the date of any prior conviction or plea:

A. A fine of not more than three hundred fifty dollars ($350.00);

B. Three points on the driver's record maintained by the Division of Motor Vehicles; and

C. At the court's discretion, suspension of the driver's license for a period of ninety days;

(4) Any driver who causes physical harm to property as the proximate result of committing a violation of this section is guilty of a misdemeanor punishable up to thirty days in jail or a fine not less than one hundred dollars ($100.00) and not more than five hundred dollars ($500.00);

(5) Any driver who causes serious physical harm to another person as the proximate result of committing a violation of this section shall be punished in accordance with West Virginia Code 17C-14-15(h)(5).

(6) Any driver who causes the death of another as the proximate result of committing a violation of this section is guilty of negligent homicide and shall be punished in accordance with West Virginia Code 17C-5-1.

(i) The Department of Transportation shall cause to be erected signs upon any highway entering the state of West Virginia on which a welcome to West Virginia sign is posted, and any other highway where the Division of Highways deems appropriate, posted at a distance of not more than one mile from each border crossing, each sign to bear an inscription clearly communicating to motorists entering the state that texting, or the use of a wireless communication device without hands-free equipment, is illegal within this state.

(j) Nothing contained in this section shall be construed to authorize seizure of a cell phone or electronic device by any law-enforcement agency.

(k) No policy providing liability coverage for personal lines insurance shall contain a provision which may be used to deny coverage or exclude payment of any legal damages recoverable by law for injuries proximately caused by a violation of this section, as long as such amounts are within the coverage limits of the insured.

(l) This section shall not apply to:

(1) Drivers reporting to state, county, or local authorities a traffic accident, medical emergency, fire, an actual or potential criminal or delinquent act, or a road condition that causes an immediate and serious traffic or safety hazard;

(2) An employee or contractor of a utility services provider acting within the scope of his or her employment while responding to a utility emergency;

(3) A driver operating a commercial vehicle while using a mobile data terminal that transmits and receives data;

(4) A law-enforcement officer, firefighter, emergency medical services personnel, ambulance driver, or other similarly employed public safety first responder during the performance of his or her official duties; or

(5) While in a motor vehicle that is lawfully parked.

(m) This section does not supersede the provisions of West Virginia Code 17B-2-3a or any more restrictive provisions for drivers of commercial motor vehicles prescribed either by the provisions of West Virginia Code 17E-1-1 et seq. or by federal law or rule.

(WVaC 17C-14-15)

349.99 PENALTY.

(a) General Article Penalty. Whoever violates any provision of this article for which no other penalty is provided shall be fined not more than one hundred dollars ($100.00); upon a second conviction within one year thereafter shall be fined not more than two hundred dollars ($200.00); and upon a third or subsequent conviction, shall be fined not more than five hundred dollars ($500.00).

(b) (1) Any person who violates Section 349.061 shall be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both fined and imprisoned.

(2) If violation of Section 349.061 results in property damage in addition to any other penalty imposed, driving privileges of the persons causing the property damage shall be suspended for ninety days.

(3) If violation of Section 349.061 results in injury to another person in addition to any other penalty imposed, the driving privileges of the person causing the injury shall be suspended for six months.

(4) If violation of Section 349.061 results in the death of another person in addition to any other penalty imposed, the driving privileges of the person causing the death shall be suspended for two years.

(5) Any person who violates Section 349.061 and while doing so also violates Section 333.01 shall be prosecuted under appropriate State law.

(WVaC 17C-14-9a)

(c) Taking, Injuring or Tampering With Vehicle. Whoever violates Section 349.13 shall, for a first offense, be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both. (WVaC 17A-11-1)

(d) Vehicle Security. Whoever violates Section 349.20 shall be fined not less than two hundred dollars ($200.00) or more than five thousand dollars ($5,000) or imprisoned not more than thirty days, or both. (WVaC 17D-2A-9)

(e) Electronic Communication Devices.

(1) Any person who violates the provisions of Section 349.23 is guilty of a traffic offense and, shall for a first offense be fined one hundred dollars ($100.00); for a second offense be fined two hundred dollars ($200.00): and for a third or subsequent offense be fined three hundred dollars ($300.00). No court costs or other fees shall be assessed for a violation of Section 349.23.

(2) Notwithstanding any other provision of this code to the contrary, points may not be entered on any driver's record maintained by the Division of Motor Vehicles as a result of a violation of Section 349.23, except for the third and subsequent convictions of the offense, for which three points shall be entered on any driver's record maintained by the Division of Motor Vehicles.

(3) Driving or operating a motor vehicle on a public street or highway while texting shall be enforced as a primary offense. Driving or operating a motor vehicle on a public street or highway while using a cell phone or other electronic communication device without hands-free equipment shall be enforced as a secondary offense until July 1, 2013 and as a primary offense as of July 1, 2013 for purposes of citation.

(4) Nothing contained in this section shall be construed to authorize seizure of a cell phone or electronic device by any law enforcement agency.

(WVaC 17C-14-15)

ARTICLE 349
Miscellaneous Rules

349.01 Unattended motor vehicle.

349.02 Backing a vehicle.

349.03 Drivers' view and control to be unobstructed by load or persons.

349.04 Passengers in seat with operator.

349.05 Passengers on running board.

349.06 Following authorized emergency vehicles.

349.061 Approaching authorized emergency vehicles.

349.07 Driving over fire hose.

349.08 Right of way of funeral or other procession.

349.09 Opening door of vehicle on traffic side.

349.10 Boarding or alighting from vehicle.

349.11 Unauthorized riding or jumping onto vehicles.

349.12 Squealing tires, cracking exhaust noises.

349.13 Taking, injuring or tampering with vehicle.

349.14 Driving upon sidewalk, street lawn or curb.

349.15 Shortcutting; avoiding traffic control devices.

349.16 Coasting prohibited.

349.17 Driving through safety zone.

349.18 Driving upon street posted as closed for repair.

349.19 Obstruction of traffic.

349.20 Vehicle security.

349.21 Littering from a motor vehicle.

349.22 All terrain vehicles prohibited.

349.23 Prohibited use of an electronic communication device.

349.24 Electronically distracted driving.

349.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Obedience to traffic control devices - see TRAF. 313.01

349.01 UNATTENDED MOTOR VEHICLE.

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key, and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the street or highway.

(WVaC 17C-14-1)

349.02 BACKING A VEHICLE.

The driver of a vehicle shall not back the same unless such movement can be made with reasonable safety and without interfering with other traffic.

(WVaC 17C-14-2)

349.03 DRIVERS' VIEW AND CONTROL TO BE UNOBSTRUCTED BY LOAD OR PERSONS.

(a) No person shall drive a vehicle when it is so loaded as to obstruct the view of the driver to the front or sides of the vehicle or as to interfere with the driver's control over the driving mechanism of the vehicle.

(b) No passenger in a vehicle shall ride in such position as to interfere with the driver's view ahead or to the sides, or to interfere with his or her control over the driving mechanism of the vehicle.

(WVaC 17C-14-4)

349.04 PASSENGERS IN SEAT WITH OPERATOR.

No more than three persons including the operator shall ride or be permitted by such operator to ride in the seat with the operator of any motor vehicle while such motor vehicle is being operated on the streets or highways of this Municipality: provided, however, that the limitation of this section shall not apply to a truck cab or truck crew compartment

properly designed for the occupancy of four persons including the operator, and so designated on the registration card by the Division of Motor Vehicles.

(WVaC 17C-14-5)

349.05 PASSENGERS ON RUNNING BOARD.

No passenger shall ride nor shall the operator permit any passenger to ride on the running boards of any motor vehicle while such vehicle is being operated on the streets or highways of this Municipality.

(WVaC 17C-14-6)

349.06 FOLLOWING AUTHORIZED EMERGENCY VEHICLES.

The driver of any vehicle other than one on official business may not follow any authorized emergency vehicle traveling in response to a fire alarm or other emergency closer than 500 feet or drive into or park such vehicle within the block where such authorized emergency vehicle has stopped in answer to a fire alarm or other emergency.

(WVaC 17C-14-9)

349.061 APPROACHING AUTHORIZED EMERGENCY VEHICLES.

The driver of any vehicle approaching a stationary authorized emergency vehicle, when the authorized emergency vehicle is giving a signal by displaying alternately flashing red, red and white, blue, or red and blue lights or amber or yellow warning lights, shall:

(a) Proceed with due caution, yield the right-of-way by making a lane change not adjacent to that of the authorized emergency vehicle, if possible with regard to safety and traffic conditions, if on a highway having at least four lanes with not less than two lanes proceeding in the same direction as the approaching vehicle and reduce speed to a safe level for road conditions; or

(b) Proceed with due caution, reduce the speed of the vehicle, maintaining a safe speed not to exceed fifteen miles per hour on any nondivided highway or street and twenty-five miles per hour on any divided highway depending on road conditions, if changing lanes would be impossible or unsafe.

(WVaC 17C-14-9a)

349.07 DRIVING OVER FIRE HOSE.

No vehicle shall be driven over any unprotected hose of the Fire Department when laid down on any street or private driveway to be used at any fire or alarm of fire, without the consent of the Fire Department official in command.

(WVaC 17C-14-10)

349.08 RIGHT OF WAY OF FUNERAL OR OTHER PROCESSION.

(a) Definitions.

(1) "Funeral director" and "funeral establishment" have the same meaning as set forth in West Virginia Code 30-6-4.

(2) "Funeral procession" means two or more vehicles accompanying the body of a deceased person, or traveling to the church, chapel, cemetery, or other location at which the funeral service or final disposition is to be held, including a funeral lead vehicle or a funeral escort vehicle.

(3) "Funeral lead vehicle" means any authorized law enforcement or nonlaw-enforcement motor vehicle or a funeral escort vehicle being used to lead and facilitate the movement of a funeral procession. A funeral hearse may serve as a funeral lead vehicle.

(4) "Funeral escort" means a person or entity that provides escort services for funeral processions, including law-enforcement personnel and agencies.

(5) "Funeral escort vehicle" means any motor vehicle that escorts a funeral procession.

(b) Funeral Procession Right-Of-Way.

(1) Regardless of any traffic control device or right-of-way provisions prescribed by state or local ordinance, pedestrians and operators of all vehicles, except as stated in subsection (b)(3) of this section, shall yield the right-of-way to any vehicle which is part of a funeral procession being led by a funeral escort vehicle or a funeral lead vehicle.

(2) When the funeral lead vehicle lawfully enters an intersection, either by reason of a traffic control device or at the direction of law-enforcement personnel, the remaining vehicles in the funeral procession may follow through the intersection regardless of any traffic control devices or right-of-way provisions prescribed by state or local law.

(3) Funeral processions have the right-of-way at intersections regardless of traffic control devices subject to the following conditions and exceptions:

A. Operators of vehicles in a funeral procession shall yield the right-of-way to an approaching emergency vehicle giving an audible or visible signal;

B. Operators of vehicles in a funeral procession shall yield the right-of-way when directed to do so by a police officer; and

C. Operators of vehicles in a funeral procession must exercise due care when participating in a funeral procession.

(c) Driving in Procession.

(1) All vehicles comprising a funeral procession shall follow the preceding vehicle in the funeral procession as closely as is practical and safe.

(2) Any ordinance, law or rule stating that motor vehicles shall be operated to allow sufficient space enabling any other vehicle to enter and occupy such space without danger is not applicable to vehicles in a funeral procession.

(d) Liability. Liability for any death, personal injury or property damage suffered on or after the first day of July, one thousand nine hundred ninety-nine, by any person in a funeral procession may not be imposed upon a funeral director or funeral establishment or their employees or agents unless the death, personal injury or property damage is proximately caused by the negligent or intentional act of a funeral director or funeral establishment or their employees or agents.

(e) Equipment. All nonlaw-enforcement funeral escort vehicles and funeral lead vehicles may be equipped with at least one lighted circulation flashing lamp exhibiting an amber or purple light or lens. Flashing amber or purple lights may be used when such vehicles are used in a funeral procession.

(WVaC Art. 17C-23)

349.09 OPENING DOOR OF VEHICLE ON TRAFFIC SIDE.

No person shall open the door of a motor vehicle on the side available to moving traffic unless and until it is reasonably safe to do so, nor shall any person leave a door open on the side of a motor vehicle available to moving traffic for a period of time longer than is necessary to load or unload passengers.

349.10 BOARDING OR ALIGHTING FROM VEHICLE.

No person shall board or alight from any vehicle while such vehicle is in motion.

349.11 UNLAWFUL RIDING.

No person shall ride on any vehicle upon any portion thereof not designated or intended for the use of passengers when the vehicle is in motion. This provision shall not apply to an employee engaged in the necessary discharge of a duty or to persons riding within truck bodies in space intended for merchandise.

349.12 SQUEALING TIRES, CRACKING EXHAUST NOISES.

No person shall unnecessarily race the motor of any vehicle and no person shall operate any motor vehicle, except in an emergency, in such a manner that the vehicle is so rapidly accelerated or started from a stopped position that the exhaust system emits a loud, cracking or chattering noise unusual to its normal operation, or whereby the tires of such vehicle squeal or leave tire marks on the roadway, commonly called "peeling".

349.13 TAKING, INJURING OR TAMPERING WITH VEHICLE.

(a) No person shall drive a vehicle, not his or her own, without consent of the owner thereof, and with intent temporarily to deprive such owner of his or her possession of such vehicle, but without intent to steal the vehicle. The consent of the owner of a vehicle to its taking or driving shall not in any case be presumed or implied because of such owner's consent on a previous occasion to the taking or driving of such vehicle by the same or a different person. Any person who assists in, or is a party or accessory to or an accomplice in any such unauthorized taking or driving, shall also be guilty of a violation of this section.

(WVaC 17A-8-4)

(b) No person either individually or in association with one or more persons shall willfully injure or tamper with any vehicle or break or remove any part or parts of or from a vehicle without the consent of the owner.

No person with intent to commit any malicious mischief, injury or other crime shall climb into or upon a vehicle whether it is in motion or at rest or with like intent attempt to manipulate any of the levers, starting mechanism, brakes or other mechanism or device of a vehicle while the same is at rest and unattended or with like intent set in motion any vehicle while the same is at rest and unattended.

(WVaC 17A-8-6)

349.14 DRIVING UPON SIDEWALK, STREET LAWN OR CURB.

(a) No person shall drive any vehicle, other than a bicycle, upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway.

(b) No person shall drive a vehicle on a street lawn area or the curb of a street, except upon a permanent or duly authorized temporary driveway or when otherwise lawfully authorized.

349.15 SHORTCUTTING; AVOIDING TRAFFIC CONTROL DEVICES.

(a) No person shall operate a motor vehicle across public or private property marked with signs "No Through Traffic" or words of similar import for the purpose of passing from one roadway to another.

(b) No person shall operate a motor vehicle across public or private property for the purpose of avoiding compliance with a traffic control device.

(c) It shall be prima-facie evidence of a violation of this section for the operator of a motor vehicle to cross public or private property as provided herein without using the service of such property, stopping the engine or both.

349.16 COASTING PROHIBITED.

The operator of any motor vehicle when traveling on a down grade on any street, alley or highway shall not coast with the gears of such vehicle in neutral.

349.17 DRIVING THROUGH SAFETY ZONE.

No operator of a vehicle shall drive the same over or through a safety zone.

349.18 DRIVING UPON STREET POSTED AS CLOSED FOR REPAIR.

No person shall drive upon, along or across a street or highway, or any part thereof, which has been closed in the process of its construction, reconstruction or repair, and posted with appropriate signs by the authority having jurisdiction to close such street or highway.

349.19 OBSTRUCTION OF TRAFFIC.

No person shall operate, stop, stand or park any motor vehicle on any street or alley within the Municipality so as to obstruct or hinder the free flow of motor vehicle traffic except in compliance with a lawful order of a police officer or in compliance with a traffic control sign, signal or marking.

349.20 VEHICLE SECURITY.

Every owner or registrant of a motor vehicle shall maintain security upon such vehicle as required by West Virginia Code Article 17D-2A, and no person shall knowingly drive or operate on any street within the Municipality any motor vehicle upon which security is required by such Article unless the security is provided, and violation of any of the provisions of West Virginia Code Article 17D-2A including failure to have a certificate of insurance, if required, shall constitute a violation under this section.

349.21 LITTERING FROM A MOTOR VEHICLE.

(a) It is unlawful for any driver or passenger of a motor vehicle or other conveyance to place, deposit, dump, throw or cause to be placed, deposited, dumped or thrown, any litter from a motor vehicle or other conveyance in or upon any public or private highway, road, street or alley; any private property; any public property; or the waters of the State or within one hundred feet of the waters of this State, except in a proper litter or other solid waste receptacle.

(b) For purposes of this section, “litter” means all waste material including, but not limited to, any garbage, refuse, trash, disposable package, container, can, bottle, paper, ashes, cigarette or cigar butt, carcass of any dead animal or any part thereof, or any other offensive or unsightly matter, but not including the wastes of primary processes of mining, logging, sawmilling, farming or manufacturing.

(c) When there is more than one occupant in a motor vehicle or other conveyance and it can not be determined which occupant is responsible for violating this section, the driver shall be presumed to be responsible for the violation.

(WVaC 17C-14-14)

349.22 ALL TERRAIN VEHICLES PROHIBITED.

(a) Purpose.

(1) Council finds that is has become increasingly commonplace for persons to operate unlicensed recreational use vehicles known as “four wheelers” or “all terrain vehicles” (“ATV’s”), upon the streets of Charles Town. State law defines these vehicles as “recreational vehicles”. See West Virginia Code Section 17A-1-1(nn). They are designed only for off road use, and some, if not all, of the manufacturers of ATV’s warn against operating them on hard surfaces whether utilizing two wheel drive or four wheel drive. These vehicles may not meet emissions standards, safety standards or noise level standards applicable to licensed four wheel vehicles which are designed for street and highway use. ATV’s are currently not required to be licensed by the State of West Virginia. See West Virginia Code 17A-3- 2(6).

(2) Council finds that the operation of ATV's upon the streets of Charles Town poses a safety hazard to their operators, any passengers adventurously riding on them, and to others on the streets. Council further finds that the operation of ATV's on the City streets creates nuisance conditions jeopardizing the health, safety and welfare of its citizens.

(b) Definitions. For purposes of this section an "all terrain vehicle" ("ATV") shall mean any motor vehicle designed for off-highway use and designed for operator use only with no passengers, having a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(c) Prohibition. It shall be unlawful for any person to operate an all-terrain vehicle ("ATV"), upon any street or sidewalk or alleyway in Charles Town.

Editor's Note: The penalty provisions of Section 349.99 apply, providing for first offense $100 fine, second offense in same year $200, and subsequent offense $500 fine.

(Ord. 02-25. Passed 8-19-02.)

349.23 PROHIBITED USE OF AN ELECTRONIC COMMUNICATIONS DEVICE.

(a) Except as provided in subsection (c) of this section, a person may not drive or operate a motor vehicle on a public street or highway while:

(1) Texting; or

(2) Using a cell phone or other electronic communications device, unless the use is accomplished by hands-free equipment.

(b) For purposes of this section, the following terms shall mean:

(1) "Cell phone" means a cellular, analog, wireless or digital telephone.

(2) "Driving" or "operating a motor vehicle" means operating a motor vehicle, with the motor running, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays, but does not include operating a motor vehicle after the driver has moved the vehicle to the side of, or off, a highway and halted in a location where the vehicle can safely remain stationary.

(3) "Electronic communication device" means a cell telephone, personal digital assistant, electronic device with mobile data access, laptop computer, pager, broadband personal communication device, 2-way messaging device, electronic game, or portable computing device. For the purposes of this section, an "electronic communication device" does not include:

A. Voice radios, mobile radios, land mobile radios, commercial mobile radios or two way radios with the capability to transmit and receive voice transmissions utilizing a push-to-talk or press-to- transmit function; or

B. Other voice radios used by a law enforcement officer, an emergency services provider, an employee or agent of public safety organizations, first responders, Amateur Radio Operators (HAM) licensed by the Federal Communications Commission and school bus operators.

(4) "Engaging in a call" means when a person talks into or listens on an electronic communication device, but shall not include when a person dials or enters a phone number on a pushpad or screen to initiate the call.

(5) "Hands-free electronic communication device" means an electronic communication device that has an internal feature or function, or that is equipped with an attachment or addition, whether or not permanently part of such electronic communication device, by which a user engages in a call without the use of either hand or both hands.

(6) "Hands-free equipment" means the internal feature or function of a hands- free electronic communication device or the attachment or addition to a hands-free electronic communication device by which a user may engage in a call or text without the use of either hand or both hands.

(7) "Texting" means manually entering alphanumeric text into, or reading text from, an electronic communication device, and includes, but is not limited to, short message service, e-mailing, instant messaging, a command or request to access a World Wide Web page or engaging in any other form of electronic text retrieval or entry, for present or future communication. For purposes of this section, "texting" does not include the following actions:

A. Reading, selecting or entering a telephone number, an extension number, or voicemail retrieval codes and commands into an eletronic device by pressing the device in order to initiate or receive a phone call or using voice commands to initiate or receive a telephone call;

B. Inputting, selecting or reading information on a global positioning system or navigation system; or

C. Using a device capable of performing multiple functions, including fleet management systems, dispatching devices, smart phones, citizens band radios or music players, for a purpose that is not otherwise prohibited in this section.

(8) "Using a cell phone or other electronic communication device" means holding in a person's hand or hands an electronic communication device while:

A. Viewing or transmitting images or data;

B. Playing games;

C. Composing, sending, reading, viewing, accessing, browsing, transmitting, saving or retrieving e-mail, text messages or other electronic data; or

D. Engaging in a call.

(c) Subsection (a) of this section shall not apply to:

(1) A law enforcement officer, a firefighter, an emergency medical technician, a paramedic or the operator of an authorized emergency vehicle in the performance of their official duties;

(2) A person using an electronic communication device to report to appropriate authorities a fire, a traffic accident, a serious road hazard, or a medical or hazardous materials emergencies.

(3) The activation or deactivation of hands-free equipment or a function of hands-free equipment.

(d) This section does not supersede the provisions of West Virginia Code 17B-2-3a, or any more restrictive provisions for drivers of commercial motor vehicles prescribed by the provisions of West Virginia Code 17E-1-1 et seq. or federal law or rule.

(e) No policy providing liability coverage for personal lines insurance shall contain a provision which may be used to deny coverage or exclude payment of any legal damages recoverable by law for injuries proximately caused by a violation of this section, as long as such amounts are within the coverage limits of the insured.

(WVaC 17C-14-15)

349.24 ELECTRONICALLY DISTRACTED DRIVING.

(a) Definitions. As used in this section:

(1) “Smartwatch” means a wearable computer that provides a local touchscreen for daily use, associated with applications, and connected to a cellular or Wi-Fi network;

(2) “Stand-alone electronic device” means a portable device other than a wireless telecommunications device which stores audio or video data files to be retrieved on demand by a user;

(3) “Utility services” means and includes electric, natural gas, water, wastewater, cable, telephone or telecommunications services, or the repair, location, relocation, improvement, or maintenance of utility poles, transmission structures, pipes, wires, fibers, cables, easements, rights-of-way or associated infrastructure;

(4) “Wireless telecommunications device” means one of the following portable devices:

A. A cellular telephone;

B. A portable telephone;

C. A text-messaging device;

D. A personal digital assistant;

E. A stand-alone computer including, but not limited to, a tablet, laptop or notebook computer;

F. A handheld global positioning system receiver;

G. A device capable of displaying a video, movie, broadcast television image or visual image;

H. Any substantially similar portable wireless device that is used to initiate or receive communication, information or data;

I. "Wireless telecommunications device" does not include a smartwatch, any type of radio including but not limited to, radios used by first responders or school bus operators; citizens band radio or radio hybrid; commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device; prescribed medical device; amateur or ham radio device, or any built-in vehicle equipment for security, navigation, communications or remote diagnostics; and

(5) "Voice-operated or hands-free feature or function" means a feature or function that allows a person to use a wireless telecommunications device without the use of either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

(b) The driver of a school bus shall not use or operate a wireless telecommunications device or two-way radio while loading or unloading passengers.

(c) The driver of a school bus shall not use or operate a wireless telecommunications device while the bus is in motion nor while stationary in traffic nor at a traffic control signal, unless that device is being used in a similar manner as a two-way radio to allow live communication between the driver and school officials or public safety officials.

(d) A driver shall exercise due care in operating a motor vehicle on the highways of this state and shall not engage in any actions involving any stand-alone electronic device or wireless telecommunications device that distracts such driver from the safe operation of the vehicle.

(e) While operating a motor vehicle on any street, highway, or property open to the public for vehicular traffic in this state, no driver may:

(1) Physically hold or support, with any part of his or her body, a wireless communication device or stand-alone electronic device: provided, that such prohibition shall not apply to the wearing of a smartwatch;

(2) Write, send or read any text-based communication including, but not limited to, a text message, instant message, e-mail, or social media interaction on a wireless

telecommunications device or stand-alone electronic device: provided, that such prohibition shall not apply to a voice-operated or hands-free communication feature which is automatically converted by such device to be sent as a message in a written form;

(3) Make any communication involving a wireless telecommunications device, including a phone call, voice message, or one-way voice communication: provided, that, such prohibition shall not apply to a voice operated or hands-free communication feature or function;

(4) Engage in any form of electronic data retrieval or electronic data communication on a wireless telecommunications device or stand-alone electronic device;

(5) Manually enter letters, numbers or symbols into any website, search engine, or application on a wireless telecommunications device or stand-alone electronic device;

(6) Watch a video or movie on a wireless telecommunications device or standalone electronic device other than watching data related to the navigation of such vehicle;

(7) Record, post, send, or broadcast video, including a video conference on a wireless telecommunications device or stand-alone electronic device: provided, that such prohibition does not apply to electronic devices used for the sole purpose of continuously recording or broadcasting video within or outside of the motor vehicle; or

(8) Actively play any game on a wireless telecommunications device or stand-alone electronic device.

(f) While operating a commercial motor vehicle on any highway of this state, no driver may:

(1) Use more than a single button on a wireless telecommunications device to initiate or terminate a voice communication; or

(2) Reach for a wireless telecommunications device or stand-alone electronic device in such a manner that requires the driver to:

A. No longer be in a seated driving position; or

B. No longer be properly restrained by a safety belt.

(g) Each violation of this section shall constitute a separate offense.

(h) It is a misdemeanor for any driver to violate any of the provisions of this section. Every driver convicted of a misdemeanor for a violation of any of the provisions of this section shall be punished as follows:

(1) For a first conviction with no prior conviction of and no plea of no contest accepted to a charge of violating this section within the previous 24-month period, as measured from the date of any prior conviction or plea, a fine of not more than one hundred dollars ($100.00);

(2) For a second conviction within a 24-month period, as measured from the date of any prior conviction or plea, a fine of not more than two hundred dollars ($200.00);

(3) For a third or subsequent conviction within a 24-month period, as measured from the date of any prior conviction or plea:

A. A fine of not more than three hundred fifty dollars ($350.00);

B. Three points on the driver's record maintained by the Division of Motor Vehicles; and

C. At the court's discretion, suspension of the driver's license for a period of ninety days;

(4) Any driver who causes physical harm to property as the proximate result of committing a violation of this section is guilty of a misdemeanor punishable up to thirty days in jail or a fine not less than one hundred dollars ($100.00) and not more than five hundred dollars ($500.00);

(5) Any driver who causes serious physical harm to another person as the proximate result of committing a violation of this section shall be punished in accordance with West Virginia Code 17C-14-15(h)(5).

(6) Any driver who causes the death of another as the proximate result of committing a violation of this section is guilty of negligent homicide and shall be punished in accordance with West Virginia Code 17C-5-1.

(i) The Department of Transportation shall cause to be erected signs upon any highway entering the state of West Virginia on which a welcome to West Virginia sign is posted, and any other highway where the Division of Highways deems appropriate, posted at a distance of not more than one mile from each border crossing, each sign to bear an inscription clearly communicating to motorists entering the state that texting, or the use of a wireless communication device without hands-free equipment, is illegal within this state.

(j) Nothing contained in this section shall be construed to authorize seizure of a cell phone or electronic device by any law-enforcement agency.

(k) No policy providing liability coverage for personal lines insurance shall contain a provision which may be used to deny coverage or exclude payment of any legal damages recoverable by law for injuries proximately caused by a violation of this section, as long as such amounts are within the coverage limits of the insured.

(l) This section shall not apply to:

(1) Drivers reporting to state, county, or local authorities a traffic accident, medical emergency, fire, an actual or potential criminal or delinquent act, or a road condition that causes an immediate and serious traffic or safety hazard;

(2) An employee or contractor of a utility services provider acting within the scope of his or her employment while responding to a utility emergency;

(3) A driver operating a commercial vehicle while using a mobile data terminal that transmits and receives data;

(4) A law-enforcement officer, firefighter, emergency medical services personnel, ambulance driver, or other similarly employed public safety first responder during the performance of his or her official duties; or

(5) While in a motor vehicle that is lawfully parked.

(m) This section does not supersede the provisions of West Virginia Code 17B-2-3a or any more restrictive provisions for drivers of commercial motor vehicles prescribed either by the provisions of West Virginia Code 17E-1-1 et seq. or by federal law or rule.

(WVaC 17C-14-15)

349.99 PENALTY.

(a) General Article Penalty. Whoever violates any provision of this article for which no other penalty is provided shall be fined not more than one hundred dollars ($100.00); upon a second conviction within one year thereafter shall be fined not more than two hundred dollars ($200.00); and upon a third or subsequent conviction, shall be fined not more than five hundred dollars ($500.00).

(b) (1) Any person who violates Section 349.061 shall be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both fined and imprisoned.

(2) If violation of Section 349.061 results in property damage in addition to any other penalty imposed, driving privileges of the persons causing the property damage shall be suspended for ninety days.

(3) If violation of Section 349.061 results in injury to another person in addition to any other penalty imposed, the driving privileges of the person causing the injury shall be suspended for six months.

(4) If violation of Section 349.061 results in the death of another person in addition to any other penalty imposed, the driving privileges of the person causing the death shall be suspended for two years.

(5) Any person who violates Section 349.061 and while doing so also violates Section 333.01 shall be prosecuted under appropriate State law.

(WVaC 17C-14-9a)

(c) Taking, Injuring or Tampering With Vehicle. Whoever violates Section 349.13 shall, for a first offense, be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both. (WVaC 17A-11-1)

(d) Vehicle Security. Whoever violates Section 349.20 shall be fined not less than two hundred dollars ($200.00) or more than five thousand dollars ($5,000) or imprisoned not more than thirty days, or both. (WVaC 17D-2A-9)

(e) Electronic Communication Devices.

(1) Any person who violates the provisions of Section 349.23 is guilty of a traffic offense and, shall for a first offense be fined one hundred dollars ($100.00); for a second offense be fined two hundred dollars ($200.00): and for a third or subsequent offense be fined three hundred dollars ($300.00). No court costs or other fees shall be assessed for a violation of Section 349.23.

(2) Notwithstanding any other provision of this code to the contrary, points may not be entered on any driver's record maintained by the Division of Motor Vehicles as a result of a violation of Section 349.23, except for the third and subsequent convictions of the offense, for which three points shall be entered on any driver's record maintained by the Division of Motor Vehicles.

(3) Driving or operating a motor vehicle on a public street or highway while texting shall be enforced as a primary offense. Driving or operating a motor vehicle on a public street or highway while using a cell phone or other electronic communication device without hands-free equipment shall be enforced as a secondary offense until July 1, 2013 and as a primary offense as of July 1, 2013 for purposes of citation.

(4) Nothing contained in this section shall be construed to authorize seizure of a cell phone or electronic device by any law enforcement agency.

(WVaC 17C-14-15)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-138: B&O Tax Discussion - Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-137: Possible Real Property Acquisition - Executive Session

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-156: Approval of Bills - February 5, 2024

ATTACHMENTS:

- COUNCIL REPORT CAP RESERVE 2-5-24.pdf
- COUNCIL REPORT GEN FUND SALES TAX 2-5-24.pdf
- COUNCIL REPORT PARKS & REC 2-5-24.pdf
- GENERAL FUND COUNCIL REPORT 2024 02 05.pdf

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KIMLEY-HORN AND ASSOCIATES, INC.	2/02/24	INCODE ANL FEE 3/1/24-2/28	CAPITAL RESERVE	GENERAL GOVERNMENT	750.00
	2/02/24	INCODE ANL FEE 3/1/24-2/28	CAPITAL RESERVE	GENERAL GOVERNMENT	980.01
	2/02/24	INCODE ANL FEE 3/1/24-2/28	CAPITAL RESERVE	GENERAL GOVERNMENT	17,973.81
	2/02/24	ADDTL CHARLES TOWN SUP	CAPITAL RESERVE	STREETS & TRANSPORTATI	7,243.55
				TOTAL:	26,947.37

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

200	CAPITAL RESERVE	26,947.37
	GRAND TOTAL:	26,947.37

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: CAP1
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 2/02/2024 THRU 2/02/2024

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
CITY OF CHARLES TOWN GENERAL FUND	2/02/24	FY24 BUDGET XFR 2ND HALF	SALES TAX	INVALID DEPARTMENT	957,915.75
				TOTAL:	957,915.75

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

008	SALES TAX	957,915.75
	GRAND TOTAL:	957,915.75

TOTAL PAGES: 1

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Charles Town
VENDOR: All
CLASSIFICATION: All
BANK CODE: Include: ST1
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: 2/02/2024 THRU 2/02/2024

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	2/02/24	JMP PORTA POTTY SERV	PARKS & REC	PARKS & REC	265.00
				TOTAL:	265.00
POTOMAC EDISON COMPANY, INC	2/02/24	JMP MEMORIAL 12/7/23-1/4/2	PARKS & REC	PARKS & REC	16.98
				TOTAL:	16.98

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

207	PARKS & REC	281.98
	GRAND TOTAL:	281.98

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: 2/02/2024 THRU 2/02/2024

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
AMERICAN LEGAL PUBLISHING CORP	2/02/24	UPDATE WEBSITE & ORDINANCE	GENERAL FUND	CITY HALL	1,280.42
				TOTAL:	1,280.42
APPLE VALLEY WASTE SERVICE, INC.	2/02/24	TRASH SERVICE NOVEMBER 202	GENERAL FUND	NON-DEPARTMENTAL	525.00
	2/02/24	TRASH SERVICE DECEMBER 202	GENERAL FUND	NON-DEPARTMENTAL	525.00
	2/02/24	TRASH SERVICE FEB24 MALWAR	GENERAL FUND	CONT/TRNSFR 2 OTHR FUN	456.24
	2/02/24	TRASH SERVICE NOVEMBER 202	GENERAL FUND	STREETS & HIGHWAYS	660.13
	2/02/24	TRASH SERVICE DECEMBER 202	GENERAL FUND	STREETS & HIGHWAYS	660.13
				TOTAL:	2,826.50
AUTOZONE, INC.	2/02/24	CAR#26DURALAST 11" REAR WI	GENERAL FUND	POLICE DEPARTMENT	7.99
				TOTAL:	7.99
CINTAS	2/02/24	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	207.54
	2/02/24	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	207.54
	2/02/24	LAUNDRY BAGS	GENERAL FUND	STREETS & HIGHWAYS	207.54
	2/02/24	LAUNDRY BAG	GENERAL FUND	STREETS & HIGHWAYS	207.54
				TOTAL:	830.16
COMCAST CORPORATION	2/02/24	CITY HALL INTERNET 1/9-2/8	GENERAL FUND	CITY HALL	250.39
	2/02/24	661 XFINITY SER 1/3-2/2	GENERAL FUND	POLICE DEPARTMENT	302.35
				TOTAL:	552.74
CREAMERS AUTO SERVICE CENTER, LLC	2/02/24	CAR #18 OIL CHANGE	GENERAL FUND	POLICE DEPARTMENT	87.98
	2/02/24	CAR #25 OIL CHANGE	GENERAL FUND	POLICE DEPARTMENT	136.36
				TOTAL:	224.34
CHARLES TOWN BUILDING COMMISSION	2/02/24	JANUARY 2024 CITY RENTS	GENERAL FUND	CITY HALL	2,550.00
	2/02/24	JANUARY 2024 CITY RENTS	GENERAL FUND	CITY HALL	16,667.00
	2/02/24	FEBRUARY 2024 CITY RENTS	GENERAL FUND	CITY HALL	2,550.00
	2/02/24	FEBRUARY 2024 CITY RENTS	GENERAL FUND	CITY HALL	16,667.00
	2/02/24	JANUARY 2024 CITY RENTS	GENERAL FUND	POLICE DEPARTMENT	7,840.98
	2/02/24	FEBRUARY 2024 CITY RENTS	GENERAL FUND	POLICE DEPARTMENT	7,840.98
				TOTAL:	54,115.96
CHARLES TOWN UTILITY BOARD	2/02/24	CTUB TRUCK BINS FOR MAINT	GENERAL FUND	NON-DEPARTMENTAL	500.00
	2/02/24	661 S GEORGE WATER DEL 12/	GENERAL FUND	POLICE DEPARTMENT	75.61
				TOTAL:	575.61
ELIZABETH COOK	2/02/24	CHARLESTON MEAL EXP ADVANC	GENERAL FUND	PLANNING & ZONING	160.00
				TOTAL:	160.00
FIRST-CITIZENS BANK & TRUST CO	2/02/24	CITY HALL COPIER	GENERAL FUND	CITY HALL	539.23
	2/02/24	CH COPIER RENTAL	GENERAL FUND	CITY HALL	495.04
				TOTAL:	1,034.27
FREGUSON DBA POLLARDWATER	2/02/24	2 STL TOE SZ 13 & 11	GENERAL FUND	STREETS & HIGHWAYS	130.00
				TOTAL:	130.00
GRIFFITH ENERGY SERVICES, INC	2/02/24	CITY OIL 01/02	GENERAL FUND	CITY HALL	624.12
	2/02/24	CITY HALL OIL 1/15	GENERAL FUND	CITY HALL	659.88
	2/02/24	CITY HALL OIL 1/26	GENERAL FUND	CITY HALL	773.28
				TOTAL:	2,057.28
JEFFERSON PUBLISHING COMPANY, INC.	2/02/24	1/3 NPH ZMA2023 ELM ST COM	GENERAL FUND	PLANNING & ZONING	66.38
	2/02/24	1/3 NPH BZA2023 MARK ROPER	GENERAL FUND	PLANNING & ZONING	38.78

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	105.16
JOHNSON CONTROLS SECURITY SOLUTIONS	2/02/24	108N GEORGE ALARM 2/1-4/30	GENERAL FUND	STREETS & HIGHWAYS	358.77
				TOTAL:	358.77
KABLE EXCAVATING, LLC	2/02/24	BRINE/SNOW REMOVAL JAN4.5.	GENERAL FUND	STREETS & HIGHWAYS	800.00
	2/02/24	BRINE/SNOW REMOVAL JAN4.5.	GENERAL FUND	STREETS & HIGHWAYS	240.00
	2/02/24	BRINE/SNOW REMOVAL JAN4.5.	GENERAL FUND	STREETS & HIGHWAYS	1,440.40
	2/02/24	BRINE/SNOW REMOVAL JAN4.5.	GENERAL FUND	STREETS & HIGHWAYS	2,120.00
	2/02/24	BRINE/SNOW REMOVAL JAN4.5.	GENERAL FUND	STREETS & HIGHWAYS	4,360.40
	2/02/24	BRINE/SNOW REMOVAL JAN4.5.	GENERAL FUND	STREETS & HIGHWAYS	4,450.50
	2/02/24	BRINE/SNOW REMOVAL JAN4.5.	GENERAL FUND	STREETS & HIGHWAYS	1,040.00
				TOTAL:	14,451.30
KENT PARSONS FORD, INC	2/02/24	LIGHT&WIRING REPAIR CAR#18	GENERAL FUND	STREETS & HIGHWAYS	709.91
				TOTAL:	709.91
MOTOROLA SOLUTIONS, INC.	2/02/24	2ANNUAL DEVICE SUB 10/23-6	GENERAL FUND	POLICE DEPARTMENT	4,990.32
				TOTAL:	4,990.32
MOUNTAIN STATE ESC	2/02/24	WC SCHOOL SAFETY CONF 10/2	GENERAL FUND	POLICE DEPARTMENT	600.00
				TOTAL:	600.00
PEIA	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	NON-DEPARTMENTAL	3,921.31
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	NON-DEPARTMENTAL	3,947.86
	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	ECONOMIC DEVELOPMENT	533.23
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	ECONOMIC DEVELOPMENT	533.23
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	CITY MANAGER'S OFFICE	3.96
	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	TREASURER'S OFFICE	1,405.73
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	TREASURER'S OFFICE	1,502.22
	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	CITY CLERK'S OFFICE	1,135.88
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	CITY CLERK'S OFFICE	1,135.88
	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	PLANNING & ZONING	1,675.05
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	PLANNING & ZONING	1,675.05
	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	CITY HALL	1,135.88
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	CITY HALL	1,135.88
	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	PARKING	533.23
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	PARKING	533.23
	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	POLICE DEPARTMENT	12,505.42
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	POLICE DEPARTMENT	12,505.42
	2/02/24	DEC2023 PEIA BILLING	GENERAL FUND	STREETS & HIGHWAYS	1,640.77
	2/02/24	JAN2024 PEIA BILLING	GENERAL FUND	STREETS & HIGHWAYS	1,640.77
				TOTAL:	49,100.00
POTOMAC EDISON COMPANY, INC.	2/02/24	ELECTRIC SERV 12/5-1/2	GENERAL FUND	CITY HALL	10,271.69
	2/02/24	661 ELECTRIC SERV 1/8/2024	GENERAL FUND	POLICE DEPARTMENT	3,550.18
	2/02/24	661 ELECTRIC SERV 01/29/20	GENERAL FUND	POLICE DEPARTMENT	3,623.68
	2/02/24	661 ELECTRIC SERV 01/29/20	GENERAL FUND	POLICE DEPARTMENT	73.50
				TOTAL:	17,519.05
DONALD B RICE TIRE CO INC	2/02/24	CAR#19 4 TIRES	GENERAL FUND	POLICE DEPARTMENT	1,027.20
	2/02/24	CAR#5 4 TIRES	GENERAL FUND	POLICE DEPARTMENT	459.20
				TOTAL:	1,486.40
STAPLES ADVANTAGE	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	135.88
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	76.18

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	116.62
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	62.30
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	72.22
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	26.94
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	121.26
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	18.44
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	29.88
	2/02/24	TISSUE/TP/SOAP/LINERS/CLEA	GENERAL FUND	CITY HALL	12.34
	2/02/24	MAGNETS/TAPE/FORKS	GENERAL FUND	CITY HALL	4.20
	2/02/24	MAGNETS/TAPE/FORKS	GENERAL FUND	CITY HALL	5.39
	2/02/24	MAGNETS/TAPE/FORKS	GENERAL FUND	CITY HALL	31.97
	2/02/24	RECEIPT ROLL PAPER	GENERAL FUND	CITY HALL	38.74
	2/02/24	COFFEE/HTOCUP/CUP LIDS	GENERAL FUND	CITY HALL	38.59
	2/02/24	COFFEE/HTOCUP/CUP LIDS	GENERAL FUND	CITY HALL	12.78
	2/02/24	COFFEE/HTOCUP/CUP LIDS	GENERAL FUND	CITY HALL	2.85
	2/02/24	PAPER CLIPS/BNDRCLIP/BUS C	GENERAL FUND	CITY HALL	14.86
	2/02/24	PAPER CLIPS/BNDRCLIP/BUS C	GENERAL FUND	CITY HALL	10.42
	2/02/24	PAPER CLIPS/BNDRCLIP/BUS C	GENERAL FUND	CITY HALL	29.78
	2/02/24	PAPER CLIPS/ CARD STOCK	GENERAL FUND	CITY HALL	9.39
	2/02/24	PAPER CLIPS/ CARD STOCK	GENERAL FUND	POLICE DEPARTMENT	25.71
				TOTAL:	896.74
STEPTOE & JOHNSON PLLC	2/02/24	LEGAL SERVICES DEC 2023	GENERAL FUND	CITY ATTORNEY	11,785.75
				TOTAL:	11,785.75
T2 SYSTEMS INC	2/02/24	UPSAFETY PAPER 50 ROLLS	GENERAL FUND	PARKING	196.21
				TOTAL:	196.21
LYLE C TABB & SONS, INC.	2/02/24	POSTAGE LEASE 12/30-3/29	GENERAL FUND	CITY HALL	400.00
	2/02/24	BOX RENTAL FEES DEC 2023	GENERAL FUND	STREETS & HIGHWAYS	675.00
				TOTAL:	1,075.00
TRAVELERS	2/02/24	J SALES BOND RENEWAL 1/18/	GENERAL FUND	CITY CLERK'S OFFICE	100.00
				TOTAL:	100.00
U.S. BANK	2/02/24	DEC2023 GAS P-CARD PURCHAS	GENERAL FUND	NON-DEPARTMENTAL	3,831.60
	2/02/24	DEC2023 CORP P-CARD PURCHA	GENERAL FUND	NON-DEPARTMENTAL	6,445.56
	2/02/24	U.S. BANK	GENERAL FUND	NON-DEPARTMENTAL	6,799.32
	2/02/24	U.S. BANK	GENERAL FUND	NON-DEPARTMENTAL	3,831.60
				TOTAL:	20,908.08
UNITED WAY OF THE EASTERN PANHANDLE, I	2/02/24	TEEN COURT FEES JANUARY 24	GENERAL FUND	NON-DEPARTMENTAL	460.00
				TOTAL:	460.00
WINCHESTER EQUIPMENT CO, INC.	2/02/24	TIRES FOR BOBCAT X4	GENERAL FUND	STREETS & HIGHWAYS	1,939.24
				TOTAL:	1,939.24
WORKFORCE WEST VIRGINIA	2/02/24	J BARKLEY Q42023 UNEMPLOYM	GENERAL FUND	CITY MANAGER'S OFFICE	9,215.36
				TOTAL:	9,215.36
WV CONSOLIDATED PUBLIC RETIREMENT BOAR	2/02/24	EMPLOYER & EMPLOYEE PERS R	GENERAL FUND	TREASURER'S OFFICE	50.00
				TOTAL:	50.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT

========== FUND TOTALS ==========	
001 GENERAL FUND	199,742.56
GRAND TOTAL:	199,742.56

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: 2/02/2024 THRU 2/02/2024

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: 02/05/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-57: Zakhary Dunning Planning Commission Oath of Office

ATTACHMENTS:

- Zakhary Dunning Oath -2024.pdf

CITY OF CHARLES TOWN, WEST VIRGINIA
PLANNING COMMISSION
OATH OF OFFICE

I, **ZAKHARY DUNNING,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws of the City of Charles Town.

I, **ZAKHARY DUNNING,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Commissioner for the City of Charles Town Planning Commission to the best of my skill, ability, and judgment according to law.

Zakhary Dunning

The above oath was taken and subscribed before the Mayor of Charles Town on this 17th day of January 2024.

Robert M. Trainor
Mayor

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-58: Carlo Olivares Tree Board Oath of Office

ATTACHMENTS:

- Carlo Olivares Oath - 2024.pdf

CITY OF CHARLES TOWN, WEST VIRGINIA
TREE BOARD
OATH OF OFFICE

I, **CARLO OLIVARES,** do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws of the City of Charles Town.

I, **CARLO OLIVARES,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Member of the Charles Town Tree Board to the best of my skill, ability, and judgment according to law.

Carlo Olivares

The above oath was taken and subscribed before the City Clerk on this 17th day of January 2024.

John Nissel
City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-72: Public Comment Letters from January 17, 2024, meeting

ATTACHMENTS:

- Mr. Tolbert's remarks.pdf

1. Consistent with the Council's July 22, 2022, letter to the DOT, this letter should be signed by the Mayor. Every Council member signature should be included to demonstrate the seriousness that the Council considers this issue.

2. Added to the cc list should be 1) the County Commission, focusing on school bus operation and 2) the County Commission, focusing on the Emergency services, as well as those Commission member who represent the Middleway, Summit Point area.

3. Pass a binding resolution, and include it with this letter. The resolution should state that all actions related to this issue must be approved by the City Council, and the WVDOT does not have the authority to commence any construction activity without permission from the CTCC.

4. Hold a series of public meetings using all forms of notification and advertisements.

5. Hire a professional licensed engineer, who will work directly for the City. Stop accepting free services from consultants, contractors and or the State.

6. Make your letter more truthful. This Council, many Councilmembers (City) knew or were in the position to know many things that the Study's final report and recommendations left out, because those things did not fit within the parameters of the study's contract.

7. Reformat the letter to exclude giving the impression that the City is legally subservient to the DOT. Charles Town is a municipality of the State of West Virgina. It is chartered under the Constitution of West Virginia. It should be beneath the City Charles Town to beg another entity to do or not do, when that occurs within the boundaries of the City.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-75: Charles Town Utility Board Meeting Minutes - January 10, 2024

ATTACHMENTS:
- 2024.01.10 UB MINUTES.pdf

Charles Town Utility Board
Regular Board Meeting
January 10, 2024

The Charles Town Utility Board held a regular meeting on January 10, 2024 at 4:00 P.M. Members of the Board present were 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; and Ashley Stottlemyer, Secretary.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of December 13, 2023 Special Meeting Minutes

The Chairman called for changes or corrections to the December 13, 2023 special meeting minutes.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved the December 13, 2023 minutes as presented.**

PUBLIC COMMENT

Public comment was received from Jacquelyn Milliron.

UNFINISHED BUSINESS

Jefferson Crossing Pump Station Evaluation

Last month a request was received from the owner of the Jefferson Crossing Shopping Center to take ownership of a pump station located behind the Martins grocery store. Mrs. Stolipher included in the packet a draft letter to the developer providing a high-level evaluation of the station and the costs associated with necessary upgrades to bring it up to CTUB standards totaling an estimated $55,425.00. Mrs. Stolipher will send the letter and bring back to the Board once a response is received.

Mr. Whitten mentioned the owner is a client of his and will recuse himself from any discussions on this matter.

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

NEW BUSINESS

Renewal & Replacement Project Resolution No. 15 – Contractor Pay Application No. 15

Mrs. Stolipher included the contractor application for payment no. 15 in the amount of $167,019.32 for work completed.

Action: **Motion made by Mr. Whitten, second by Mr. Pierson, the Board unanimously approved Resolution No. 15.**

RK&K Collection System Project Update

Rhiannon Dodge from RK&K provided an update on the project relating to scheduling, permitting and an updated project cost of $8,283,000.00. Mrs. Stolipher mentioned the cost progression has been discussed at numerous board meetings and will not affect the current rates. The project is proposed to be complete by March 2026. The Board provided discussions.

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

RK&K Task Order 19 – Scope of Work Change 5

Rhiannon Dodge presented task order No. 5 to provide wetland delineation services to meet the requirements for the Army Corps of Engineers permit anticipating an additional three months to complete. The total estimate not-to-exceed fee to perform the work is $21,000.00.

Action: **Motion made by Mr. Pierson, second by Mr. Stocks, with discussion by the Board, the Board unanimously approved Task Order 19 – Scope of Work change 5.**

RK&K Greenfield Forcemain Project – Bid Tabulations and Notice of Award

Mrs. Stolipher provided the bid opening was held on December 21, 2023 and W.F.Delauter & Son, Inc. was the lowest bidder out of the three submissions. The contract price was $953,055.98. Mrs. Stolipher mentioned there have been six project addendums since the initial design and DOH boring modifications which have contributed to the increase in cost estimates. She added the funding for this project will come from Capacity Improvement Fees. John Cole and Mrs. Dodge, from RK&K, were available for questions.

The Board provided discussions. They had concerns regarding the bid estimates and who would ultimately be the lowest bidder if the existing casings can be utilized. Mrs. Stolipher will address this issue with the attorney.

Action: **Motion made by Mr. Pierson, second by Mr. Whitten, the Board unanimously approved the lowest bid from W.F. Delauter not to exceed the bid provided by Greenridge Contractors, Inc. pending review by Council.**

Summit Point Utilities

Jared Frederick and Jeff Johnson from Summit Point Raceway, provided a presentation on the Summit Point Raceway facilities and the need for public water and sewer utilities. Jim Linsenmeyer from the WV Economic Development Office and Edwina Benites from the Jefferson County Development Authority were present to promote this endeavor and offer any necessary assistance. The Board provided discussions. Mrs. Stolipher will work with Summit Point, JCDA and the State to explore grant funding opportunities.

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

NPDES Permit Modifications - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(12) to discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential or to discuss a matter of potential Litigation.

Action: **This item was moved to the end of the meeting.**

Utility Manager Performance Evaluation Review – Possible Executive Session Under: WV State Code Section 6-9A-4(b)(2)(A)- Matters arising from the appointment, employment of an employee.

This item will be discussed at the next Board meeting.

Action: **This item will be discussed next meeting.**

MANAGER REPORTS

Utility Manager Report

Mrs. Stolipher provided the water and sewer rate adjustments second readings were passed by City Council on January 2nd and will submit the tariff revisions to the Public Service Commission. She also mentioned the Source Water Protection Plan is required to be updated by May 1, 2024 so she has asked

Dewberry to provide a proposal to complete that work. Mrs. Stolipher will also begin working on updating the sewer strategic plan for adoption in April.

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

Chairman Report

The Chairman thanked Mrs. Stolipher for the work she has put forth towards rate equalization. He also requested the Board provide him with their evaluations on Mrs. Stolipher by January 12th to discuss at the next Board meeting.

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

APPROVAL OF BILLS

January 10, 2024

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

EXECUTIVE SESSION

NPDES Permit Modifications - Possible Executive Session Under: WV State Code Section §6-9A-4(b)(12) to discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential or to discuss a matter of potential Litigation.

Action: **Motion by Mr. Pierson, second by Mr. Stocks, the Board unanimously approved convening into Executive Session at 5:08 P.M. to discuss NPDES permit modifications. Mayor Bob Trainor and Attorney Richard Lewis were invited to the discussions.**

Action: **Motion made by Mr. Pierson, second by Mr. Whitte, the Board unanimously approved returning to public session. Executive session was declared over at 5:45 P.M.**

Mrs. Parker requested adding an agenda item to the next meeting to discuss Capacity Improvement Fee's.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion by Mr. Pierson, second by Mr. Stocks, the Board unanimously adjourned the meeting at 5:47 P.M.**

INFORMATION ONLY

The next meeting is scheduled for Wednesday, January 24, 2024 at 4:00 P.M. at 661 S. George Street.

John Nissel
Chairman

Ashley Stottlemyer
Secretary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-78: Charles Town Police Department Statistical Reports - November and December 2023

ATTACHMENTS:

- November CTPD 2023.pdf
- December 2023.pdf

Charles Town Police Department
Monthly Stat Report

November 2023

911 Hangup	2	Missing Person	
Abandoned Vehicle	2	Motorist Assist	
Alarm	19	MVA w/ Entrapment	
Animal Complaint		MVA Hit and Run	4
Assault	1	MVA No Injury	21
BOLO	1	MVA Pedestrian Struck	
Breaking and Entering	2	MVA w/ Injury	3
Breaking and Entering Veh		Nuisance	
Building Check	56	Open Door	
Capias Recall by Court	11	Out of Car (Investigation/Meeting/Court)	4
Capias Service	7	Panhandling	
Citizen Assist	1	Overdose	
Code Enforcement	1	Overdose-Death	
Court/Bailiff Duty	3	Parking Complaint	7
Destruction of Property	1	Public Assist (In Person Contact)	28
Directed Patrol	372	Public Service (Phone Contact)	61
Disabled Vehicle	4	Reckless Driver	
Disturbance	35	Residential Lockout	
Dog Locked in Vehicle		Road Patrol	2
Domestic Battery	1	Robbery	
Drug Activity	11	Shoplifting	3
DUI	3	Special Event/Detail	4
EMS Assist	8	Stolen Tag	
Fingerprinting	4	Stolen Vehicle	
Fight		Suspicious Activity	11
Fire Assist		Suspicious Mail	
Fireworks Complaint		Suspicious Person	3
Follow Up	23	Suspicious Vehicle	12
Found Property	1	Theft	2
Fraud	2	Threats	
Gunshots Heard		Traffic Hazzard	7
Harassment		Trespassing	1
Hardcopy Check	1	Unattended Death	
Illegal Dumping		VIN Verification	1
Injured Animal	1	Warrant Service	7
Intoxicated Person	2	Welfare Check	13
Juvenile Complaint	1	Wires Down	1
Loose Dog	1	**Total calls of service**	**772**

Assists/Back-Ups:	Ranson	**18**	Sheriffs Dept.	**23**	
	Harpers Ferry		State Police	**6**	
	Shepherdstown		Other (not including CTPD)	**3**	
			Total Assists	**50**	

	Male	Female	Caucasian	African American	Hispanic	Asian	Other/ Unknown	Total
Defendants:	19	5	16	7	0	1	0	**24**
Total Charges	27	9	25	8	0	3	0	**36**
Citations:								**250**
- Moving								**126**
- Nonmoving								**110**
- Criminal								**12**
- S Ticket (Parking)								**2**
Stops	121	87	156	23	23	4	2	**208**
Warnings:								**66**
Stops	35	31	48	6	8	1	3	**66**
Total	**175**	123	**220**	**36**	**31**	**6**	**5**	
Incident Report								
								61
Parking								
- Citations								**269**
-Warnings								**28**

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

November 2023

	Male	Female	Caucasian	African American	Hispanic	Asian	Unknown
PART I OFFENSE							
Burglary (Daytime)	1		1				
Burglary (Nighttime)							
Grand Larceny							
Malicious Assault							
Malicious Wounding							
Attempted Murder 1st Degree							
Murder 1st Degree							
Petit Larceny		1	1				
Robbery - Attempted							
Robbery							
Robbery 2nd Degree							
Sexual Assault 1st Degree							
Shoplifting							
Shoplifting 2nd Offense							
Shoplifting 3rd Offense	1		1				
Strangulation							
TOTAL	2	1	3	0	0	0	0
PART II OFFENSE							
Assault							
Attempted Disarm of Police Officer							
Attempted Escape from Custody							
Battery	2		2				
Battery on Law Enforcement/EMS							
Brandishing a Deadly Weapon							
Breaking and Entering							
Capias Served	5		3	2			
Child Abuse Resulting in Injury							
Child Neglect Creating Risk of Injury							
Conspiracy							
Conspiracy to Distribute Fentanyl							
Conspiracy to Distribute MDMA							
Conspiracy to Breaking and Entering							
Conspiracy to Possess w/Intent to Deliver Acid/LSD							
Conspiracy to Commit Petit Larceny Larceny		1	1				
Criminal Invasion of Privacy							
Cultivation of Marijuana							
Deadly Weapon on School Property							
Delivery of Controlled Substance							
Destruction of Property							
Destruction of Property - Felony							
Disorderly Conduct							
Distribution of Crack Cocaine							
Disturbing the Peace							
Domestic Assault							
Domestic Battery	1		1				
Domestic Battery 2nd Offense							
Domestic Battery 3rd Offense							
Driving Revoked for DUI	1		1				
Driving Revoked for DUI 2nd							
Driving Revoked for DUI 3rd							
Driving Revoked Non DUI Admin							
DUI							
DUI 2nd							
DUI 3rd	1		1				
DUI Aggravated	1			1			
DUI Causing Bodily Injury							
DUI - Drugs							

Charles Town Police Department

Monthly Stat Report

Charges by Offense/Gender/Race

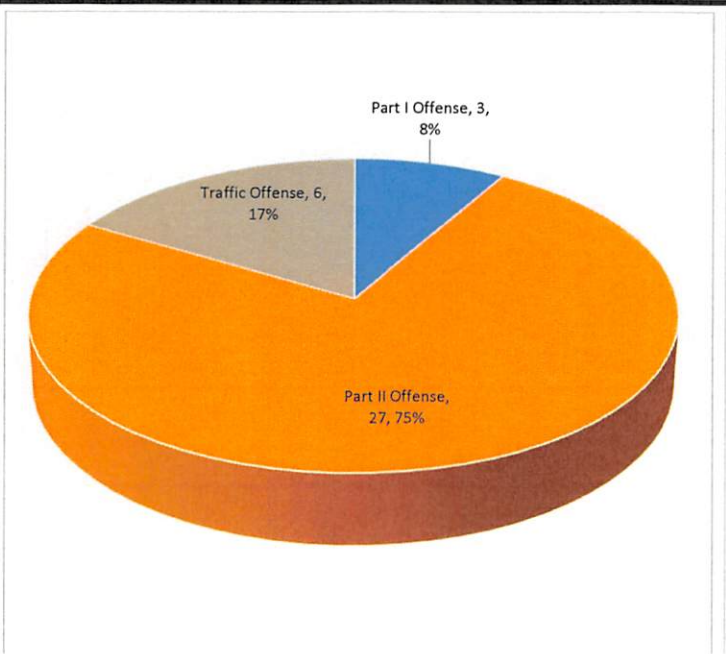
DUI - Drugs 2nd Offense							
DUI w/ Minor							
Entering w/out Breaking-Auto							
Failure to Register for Child Abuse Registry							
False Alarm of Fire							
False Reporting of an Emergency							
Felon Concealing Firearm							
Felon in Possession of Firearm							
Fingerprint Refusal							
Fleeing with Reckless Indifference							
Fleeing in Vehicle							
FPO Violation							
Fraudulent Schemes							
Fugitive From Justice							
Incest							
Indecent Exposure							
Interfering with Emergency Communication	1		1				
Keeping Vicious Dog							
Obscene, Harassing Telephone Calls							
Obstructing an Officer	1			1			
Obtain Money, Property, Services by False Pretense							
Open Container	1		1				
Open Container in Vehicle							
Persuading Minor to Film Sexually Explicit Conduct							
Phone Harassment							
Pimping							
Possession Deadly Weapon by Minor							
Possession of Acetaminophene Hydrocondone							
Possession of Amphetamine							
Possession of Cocaine Fentanyl							
Possession of Heroin	1		1				
Possession of Marijuana	6	4	5	4		1	
Possession of Morphine							
Possession of Oxycodone w/out Prescription							
Possession of Vape Product under 18							
Possession w/ Intent to Deliver Alprazolam							
Possession of Stolen Property							
Possession w/ Intent to Deliver Cocaine							
Possession w/ Intent to Deliver MDMA (Molly)							
Possession w/ Intent to Deliver Fentanyl							
Probation Violation							
Prohibited Person in Poss of Firearm	1		1				
Prostitution							
Prostitution 2nd Offense							
Providing Alcohol to Under 21							
Public Intoxication							
Reckless Driving							
Resisting Arrest							
Sexual Abuse 1st Degree							
Solicitation							
Threats of Terroristic Acts							
Transfer Receive Stolen Property							
Trespassing into Structure							
Unlawful Possession/Transport into WV Fentanyl							
Violation of Rabies Quarentine Requirements							
Willful Disruption of Government Process							
Worthless Check							
TOTAL	**22**	**5**	**18**	**8**	**0**	**1**	**0**

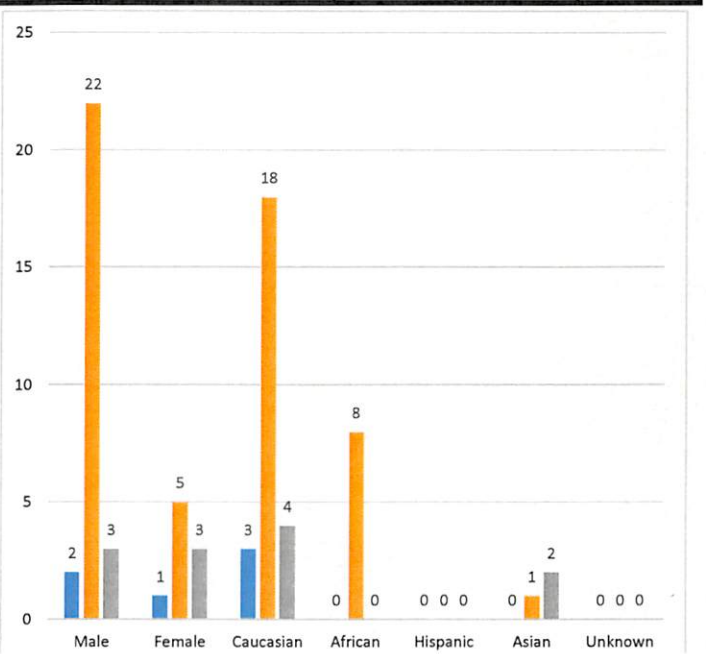
Charles Town Police Department

Monthly Stat Report

Charges by Offense/Gender/Race

TRAFFIC OFFENSE							
Cell Phone Violation							
Child Safety Restraint Violation							
Defective Equipment							
Driving Suspended		1				1	
Driving Suspended 2nd Offense							
Driving Suspended 3rd Offense							
Driving Too Fast for Conditions							
Exp/No MVI							
Expired/No Operators							
Expired/No Registration		1	1				
Fail to Keep Right							
Fail to Maintain Control							
Fail to Obey Traffic Control Device	1		1				
Fail to Obtain WV Operators							
Fail to Report Accident							
Failure to Update Address on License							
Following to Closely							
Improper Backing							
Improper Registration							
Leaving the Scene of Accident							
Left of Center							
No Insurance/No Proof of Insurance							
No Motorcycle Endorsement							
No Operators	1		1				
No Seatbelt							
No White Bicycle Light							
Passing on Right							
Red Light Violation							
Speeding	1		1				
Speeding 3rd Offense		1				1	
TOTAL	**3**	**3**	**4**	**0**	**0**	**2**	**0**
TOTAL CHARGES	**27**	**9**	**25**	**8**	**0**	**3**	**0**





Charles Town Police Department

SRO Monthly Report

Washington High School & Charles Town Middle School 2023-2024 /November 2023

INVOLVEMENTS:					
Alcohol Related	0	Fire/Shelter Drills	1	SRO Use of Force	0
Battery on School Employee	0	Found Property	0	Suspensions	6
Citizen Assist	2	Incident Reports	1	Threats	0
Directed Patrols	3	Juvenile Petitions	1	Tobacco Related	2
Disturbance	4	Marijuana Possession	1	Trespassing	0
Evacuations	0	Parental Contacts	5	Vandalism/Theft	0
Extra Curricular Activities	2	Parking Complaints	0	Vehicle Accident	0
Fights	1	Reckless Driver	0	Welfare Check	0
Fire Department Assist	0	Social Media Related	1	***Total Involvements***	***30***

Officer Notes/Misc. Information:

14 days in school (holidays & Thanksgiving break)

YOUTH SERVICES:	
Total Classes Taught:	0
Students in Class:	N/A
Topics Taught:	See Misc.
One on One Contacts:	5
Total Students Served:	5

Charles Town Police Department

Total Traffic Citation Report, by Violation

Violation	Description	Total
17A-3-16	Expired Registration	64
17A-9-2	No Or Expired Registration	14
17B-2-1	No Operators	10
17B-2-12	Expired Operators	3
17B-4-3(a)	Driving Suspended/2nd/3rd	1
17B-4-3a	Driving Suspended or Revoked	5
17C-12-5	Stop Sign Violation	3
17C-13-1	Parking In Roadway	1
17C-13-3	Parking Violation	1
17C-15-46	Child Safety Seats Required	1
17C-16-9	No Or Expired MVI	26
17C-3-4	Fail To Obey Traffic Control Device	9
17C-3-5	Fail To Obey Traffic Light	20
17C-4-2	Leaving The Scene Of An Accident	1
17C-4-6	Fail To Report Crash >$1,000	1
17C-5-2(f)	Aggravated DUI >.15	1
17C-5-2(m)	DUI 3rd Or Subsequent	1
17C-5D-3	Open container in vehicle	1
17C-6-1a	Failure To Maintain Control	1
17C-6-1b	Speeding	59
17C-9-1	Fail Yield At Intersection	3
17C-9-3	Fail To Yield-Thru Highway	1
17D-2A-3	No Insurance	6
17D-2A-4	No Proof Of Insurance	3
CTPD171.07	Failure To Appear For Trial (CAPIAS)	3
CTPD333.03	Hazardous Driving	2
CTPD530.02(f)	Solicit Money Or Other	1
CTPD531.03	Possession Of Marijuana <15gms	8
Report Totals		**250**

Report Includes:

All dates of issue between `00:00:00 11/01/23` and `23:59:59 11/30/23`, All agencies matching `CTPD`, All issuing officers, All areas, All courts, All offense codes, All dispositions, All citation/warning types

Charles Town Police Department

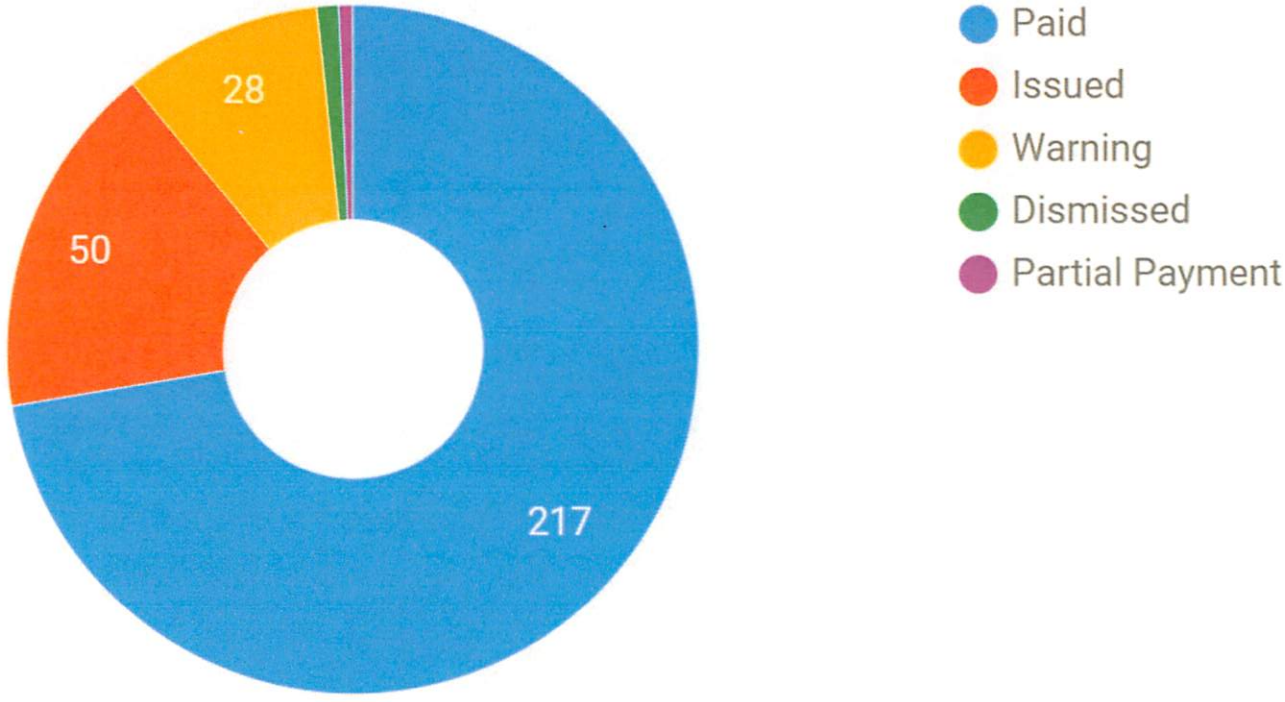
Total Traffic Warning Report, by Violation

Violation	Description	Total
17A-3-15	Improper Display Of Registration	13
17A-3-16	Expired Registration	5
17A-3-1a.(a)	Fail To Obtain WV Registration 30days	1
17A-9-2	No Or Expired Registration	1
17B-2-1a(b)	Failure To Obtain WV Operator's	1
17C-14-1	Unattended Motor Vehicle	1
17C-14-2	Improper Backing	1
17C-15-1	Unsafe-Improperly Equipped Vehicle	3
17C-16-9	No Or Expired MVI	3
17C-3-4	Fail To Obey Traffic Control Device	8
17C-3-5	Fail To Obey Traffic Light	1
17C-6-1(a)	Too Fast For Conditions	1
17C-6-1a	Failure To Maintain Control	1
17C-6-1b	Speeding	23
17C-7-11	Crossing Median	1
17C-7-4	Passing On Right-Off Road	1
17C-9-3	Fail To Yield-Thru Highway	1

Report Totals: **66**

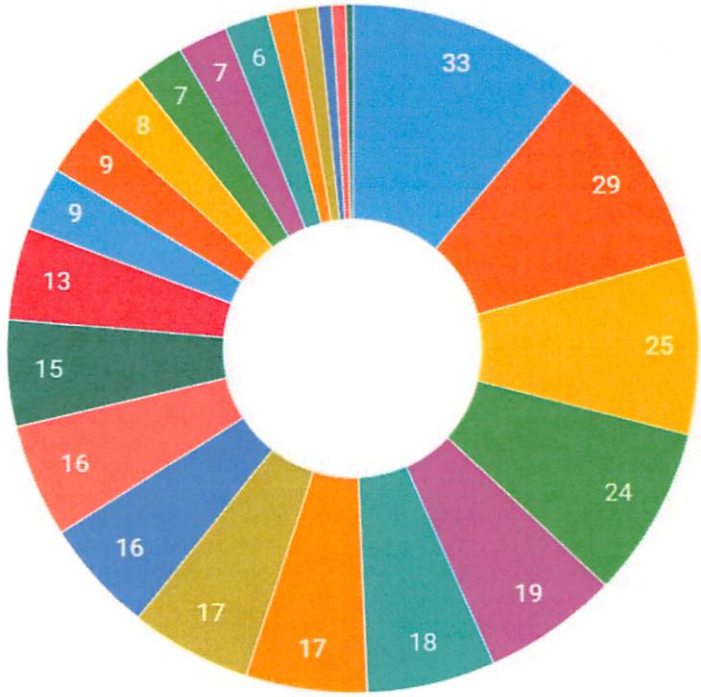
Report Includes:
All dates between `00:00:00 11/01/23` and `23:59:59 11/30/23`, All agencies matching `CTPD`, All issuing officers, All areas, All violations

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



Data as of 1/5/2024, 12:00:00 AM

City of Charles Town - Tickets By Location (Nov. 2023)

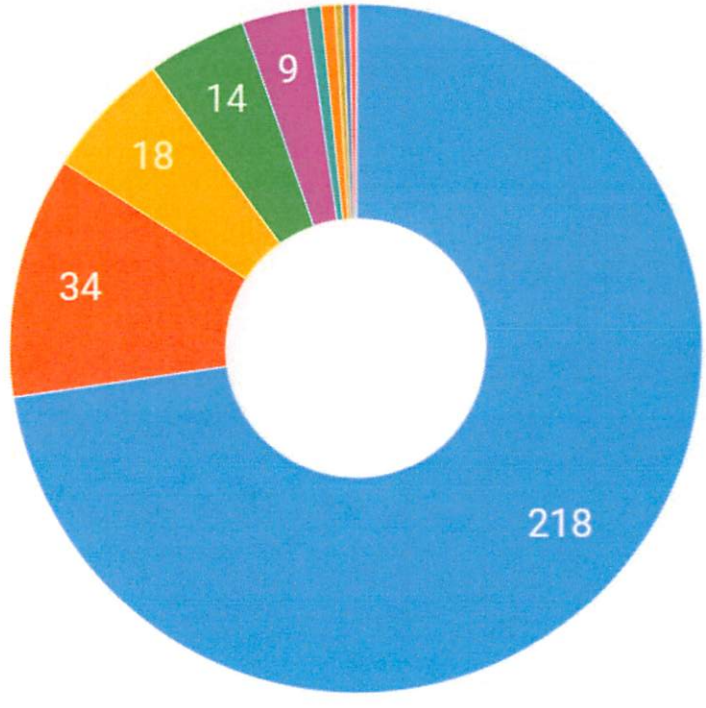


- 200 BLOCK NORTH GEORGE STREET
- 100 BLOCK SOUTH CHARLES STREET
- 100 BLOCK NORTH CHARLES STREET
- 100 BLOCK EAST LIBERTY STREET
- 200 BLOCK WEST LIBERTY STREET
- LIBERTY STREET PARKING LOT
- 100 BLOCK NORTH SAMUEL STREET
- 100 BLOCK WEST LIBERTY STREET
- 100 BLOCK WEST WASHINGTON STREET
- 200 BLOCK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

▲ 1/2 ▼

Data as of 1/5/2024, 12:00:00 AM

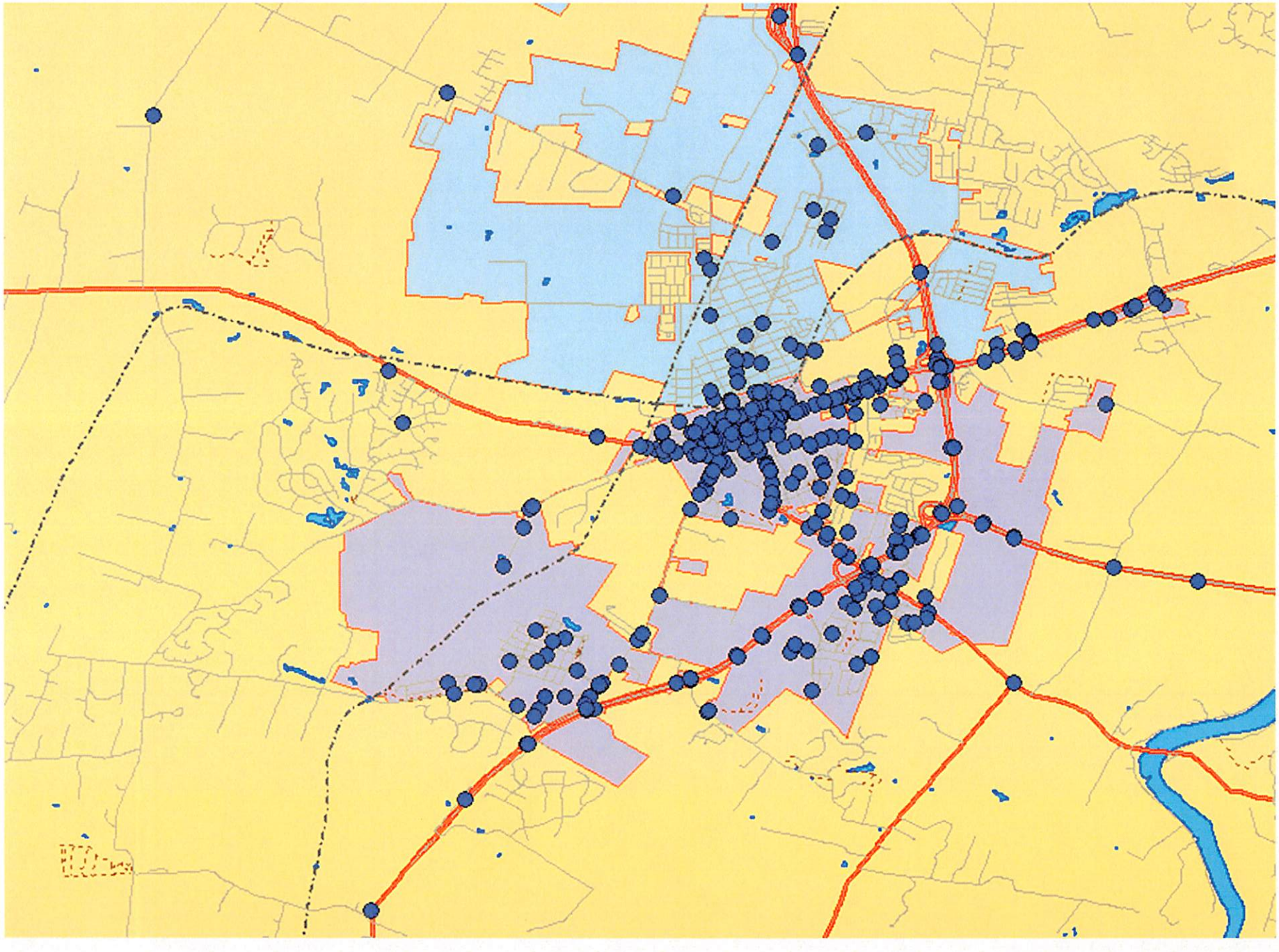
City of Charles Town - Tickets By Violation (Nov. 2023)



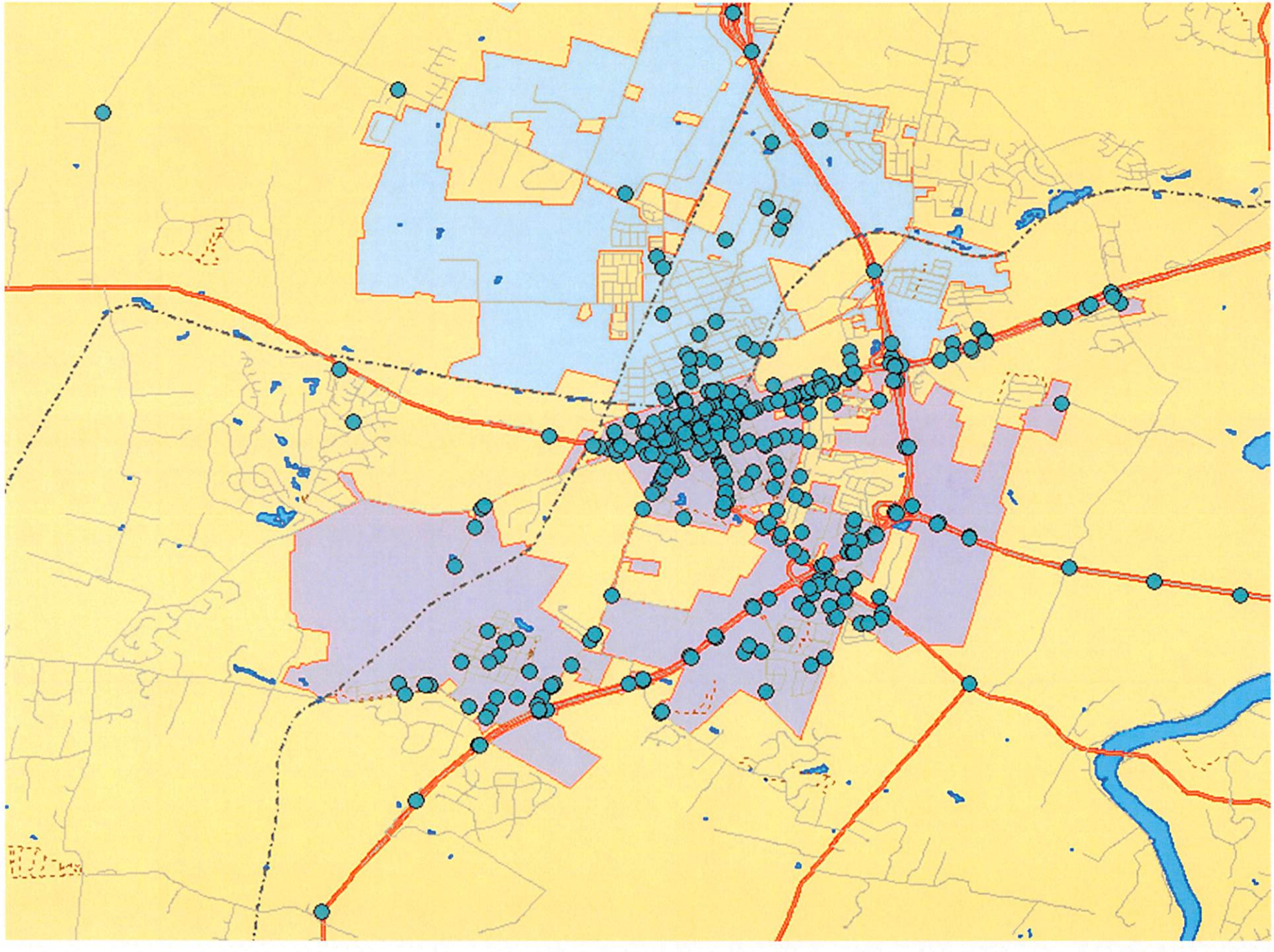
- Expired Meter
- Exceed 2 Hour Free Parking
- Permit Parking Only/Pay by App Violation (Liberty Street Lot)
- Accessible Parking Violation
- Parking Permit Violation
- Parking between sidewalk and curb
- Yellow/Red Painted Curbs or Stree...
- Improper Manner of Parking
- Left wheel more than 18" from left...
- Loading/Unloading Zone Violation

Data as of 1/5/2024, 12:00:00 AM

November 2023 – All CTPD Calls



November 2023 – All CTPD Traffic Stops



Charles Town Police Department
Monthly Stat Report

December 2023

911 Hangup	2
Abandoned Vehicle	3
Alarm	23
Animal Complaint	
Assault	4
BOLO	3
Breaking and Entering	2
Breaking and Entering Veh	
Building Check	48
Capias Recall by Court	8
Capias Service	10
Citizen Assist	
Code Enforcement	1
Counterfeit Money	1
Court/Bailiff Duty	3
Destruction of Property	2
Directed Patrol	363
Disabled Vehicle	9
Disturbance	23
Domestic Battery	3
Drug Activity	3
DUI	2
EMS Assist	11
Fingerprinting	2
Fight	
Fire Assist	1
Fireworks Complaint	
Follow Up	20
Found Property	4
Fraud	1
Gunshots Heard	
Harassment	
Hardcopy Check	2
Illegal Dumping	
Injured Animal	3
Intoxicated Person	
Juvenile Complaint	2
Loose Dog	1

Missing Person	
Motorist Assist	3
MVA w/ Entrapment	
MVA Hit and Run	4
MVA No Injury	29
MVA Into Structure	1
MVA w/ Injury	1
Nuisance	
Open Door	
Out of Car (Investigation/Meeting/Court)	11
Panhandling	1
Overdose	
Overdose-Death	
Parking Complaint	13
Public Assist (In Person Contact)	34
Public Service (Phone Contact)	72
Reckless Driver	6
Residential Lockout	
Road Patrol	5
Robbery	
Shoplifting	3
Special Event/Detail	4
Stolen Tag	1
Stolen Vehicle	1
Suspicious Activity	11
Suspicious Mail	
Suspicious Person	5
Suspicious Vehicle	3
Theft	8
Traffic Hazzard	8
Transport	2
Trespassing	3
Unattended Death	
VIN Verification	
Warrant Service	9
Welfare Check	23
Wires Down	
Total calls of service	**821**

Assists/Back-Ups:	Ranson	**19**	Sheriffs Dept.	**27**
	Harpers Ferry		State Police	**12**
	Shepherdstown		Other (not including CTPD)	**1**
			Total Assists	**59**

	Male	Female	Caucasian	African American	Hispanic	Asian	Other/ Unknown	Total
Defendants:	17	6	17	3	3	0	0	**23**
Total Charges	34	7	30	4	7	0	0	**41**
Citations:								**189**
- Moving								**85**
- Nonmoving								**86**
- Criminal								**12**
- S Ticket (Parking)								**6**
Stops	88	69	122	13	17	4	1	**157**
Warnings:								**92**
Stops	48	42	72	6	7	0	5	**90**
Total	**153**	117	**211**	**22**	**27**	**4**	**6**	
Incident Report								**76**
Parking								
- Citations								**114**
-Warnings								**24**

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

December 2023

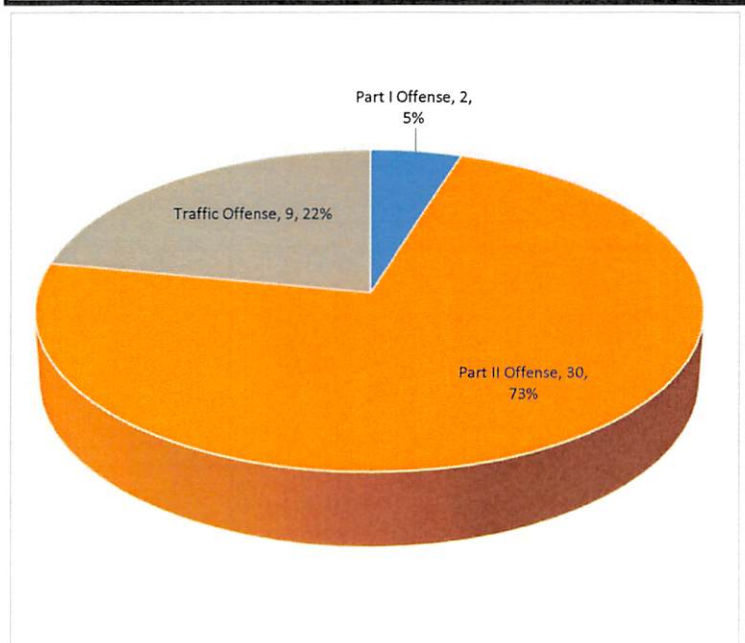
	Male	Female	Caucasian	African American	Hispanic	Asian	Unknown
PART I OFFENSE							
Burglary (Daytime)							
Burglary (Nighttime)							
Grand Larceny							
Malicious Assault	1		1				
Malicious Wounding							
Attempted Murder 1st Degree							
Murder 1st Degree							
Petit Larceny							
Robbery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

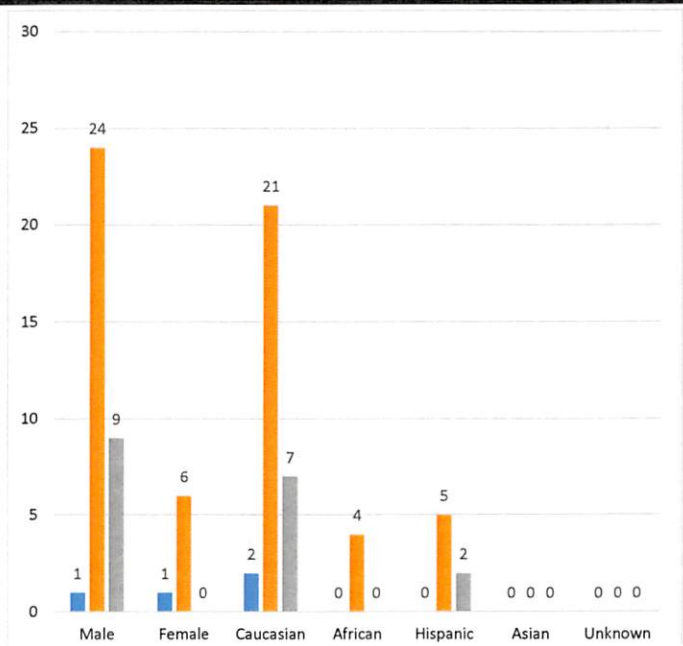
Charles Town Police Department
Monthly Stat Report
Charges by Offense/Gender/Race

DUI - Drugs 2nd Offense							
DUI w/ Minor							
Entering w/out Breaking-Auto							
Failure to Register for Child Abuse Registry							
False Alarm of Fire							
False Reporting of an Emergency							
Felon Concealing Firearm							
Felon in Possession of Firearm							
Fingerprint Refusal							
Fleeing with Reckless Indifference							
Fleeing on Foot	1		1				
FPO Violation							
Fraudulent Schemes							
Fugitive From Justice	3	1	4				
Incest							
Indecent Exposure							
Interfering with Emergency Communication							
Keeping Vicious Dog							
Obscene, Harassing Telephone Calls							
Obstructing an Officer	2	1	1	1	1		
Obtain Money, Property, Services by False Pretense							
Open Container							
Open Container in Vehicle							
Persuading Minor to Film Sexually Explicit Conduct							
Phone Harassment							
Pimping							
Possession Deadly Weapon by Minor							
Possession of Acetaminophene Hydrocondone							
Possession of Amphetamine							
Possession of Cocaine	1		1				
Possession of Fentanyl	1		1				
Possession of Marijuana	2		2				
Possession of Methamphetamine	1		1				
Possession of Oxycodone w/out Prescription							
Possession of Vape Product under 18							
Possession w/ Intent to Deliver Alprazolam							
Possession of Stolen Property							
Possession w/ Intent to Deliver Cocaine							
Possession w/ Intent to Deliver MDMA (Molly)							
Possession w/ Intent to Deliver Fentanyl							
Probation Violation							
Prohibited Person in Poss of Firearm							
Prostitution							
Prostitution 2nd Offense							
Providing Alcohol to Under 21							
Public Intoxication							
Reckless Driving	1				1		
Resisting Arrest							
Sexual Abuse 1st Degree							
Solicitation							
Theft of Utilities	1				1		
Transfer Receive Stolen Property							
Trespassing into Structure							
Unlawful Possession/Transport into WV Fentanyl							
Violation of Rabies Quarentine Requirements							
Willful Disruption of Government Process							
Worthless Check							
TOTAL	**24**	**6**	**21**	**4**	**5**	**0**	**0**

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

TRAFFIC OFFENSE							
Cell Phone Violation							
Child Safety Restraint Violation							
Defective Equipment							
Driving Suspended							
Driving Suspended 2nd Offense							
Driving Suspended 3rd Offense	1		1				
Driving Too Fast for Conditions							
Exp/No MVI							
Expired/No Operators							
Expired/No Registration	3		3				
Fail to Keep Right							
Fail to Maintain Control							
Fail to Obey Traffic Control Device							
Fail to Obtain WV Operators							
Fail to Report Accident	1				1		
Failure to Yield Entering Thru Highway	1		1				
Following to Closely							
Improper Backing							
Improper Registration							
Leaving the Scene of Accident	1		1				
Left of Center							
No Insurance/No Proof of Insurance	1		1				
No Motorcycle Endorsement							
No Operators	1				1		
No Seatbelt							
No White Bicycle Light							
Passing on Right							
Red Light Violation							
Speeding							
Speeding 3rd Offense							
TOTAL	**9**	**0**	**7**	**0**	**2**	**0**	**0**
TOTAL CHARGES	**34**	**7**	**30**	**4**	**7**	**0**	**0**





Charles Town Police Department

SRO Monthly Report

Washington High School / Charles Town Middle School / 2023-2024 / December 2023

INVOLVEMENTS:					
Alcohol Related	0	Fire/Shelter Drills	1	SRO Use of Force	0
Battery on School Employee	0	Found Property	0	Suspensions	11
Citizen Assist	1	Incident Reports	1	Threats	0
Directed Patrols	2	Juvenile Petitions	0	Tobacco Related	3
Disturbance	3	Marijuana Possession	0	Trespassing	0
Evacuations	0	Parental Contacts	3	Vandalism/Theft	0
Extra Curricular Activities	3	Parking Complaints	0	Vehicle Accident	0
Fights	2	Reckless Driver	0	Welfare Check	0
Fire Department Assist	1	Social Media Related	0	***Total Involvements***	***31***

Officer Notes/Misc. Information:

11 days worked in school (time off & winter break)

YOUTH SERVICES:	
Total Classes Taught:	0
Students in Class:	N/A
Topics Taught:	See Misc.
One on One Contacts:	6
Total Students Served:	6

Charles Town Police Department

Total Traffic Citation Report, by Violation

Violation	Description	Total
17A-3-16	Expired Registration	46
17A-9-2	No Or Expired Registration	16
17B-2-1	No Operators	5
17B-2-12	Expired Operators	2
17B-2-13	Operators Fail To Change Address	1
17B-4-3(b)	Driving Revoked For DUI/2nd/3rd	3
17B-4-3a	Driving Suspended or Revoked	6
17C-12-5	Stop Sign Violation	3
17C-13-3	Parking Violation	4
17C-15-49	Seatbelts Required	2
17C-16-9	No Or Expired MVI	21
17C-2-3(c)	Fail To Obey Officer Directing Traffic	1
17C-3-4	Fail To Obey Traffic Control Device	5
17C-3-5	Fail To Obey Traffic Light	15
17C-3-5(c)	Right on Red	1
17C-4-5	Duty Upon Striking Highway Fixture	1
17C-5-2(e)	Basic DUI <.15	1
17C-6-1a	Failure To Maintain Control	4
17C-6-1b	Speeding	29
17C-7-3	Improper Passing/Audible Signal	2
17C-7-8	One Way And Traffic Island Violation	1
17C-9-1	Fail Yield At Intersection	1
17C-9-3	Fail To Yield-Thru Highway	1
17C-9-4	Fail To Yield From Private Road	1
17D-2A-3	No Insurance	3
17D-2A-4	No Proof Of Insurance	1
61-3B-2	Trespass Structure/Conveyance	1
CTPD171.07	Failure To Appear For Trial (CAPIAS)	3
CTPD333.03	Hazardous Driving	1
CTPD361.08	Parking For Prohibited Purposes	2
CTPD509.04(h)	Urinating In Public	1
CTPD521.06(a)	Public Intoxication	1
CTPD521.06(a)(2)	Open Container In Public	1
CTPD530.02(f)	Solicit Money Or Other	1
CTPD531.03	Possession Of Marijuana <15gms	1
CTPD533.01(1)	Shoplifting	1
Report Totals		**189**

Report Includes:
All dates of issue between `00:00:00 12/01/23` and `23:59:59 12/31/23`, All agencies matching `CTPD`, All issuing officers, All areas, All courts, All offense codes, All dispositions, All citation/warning types

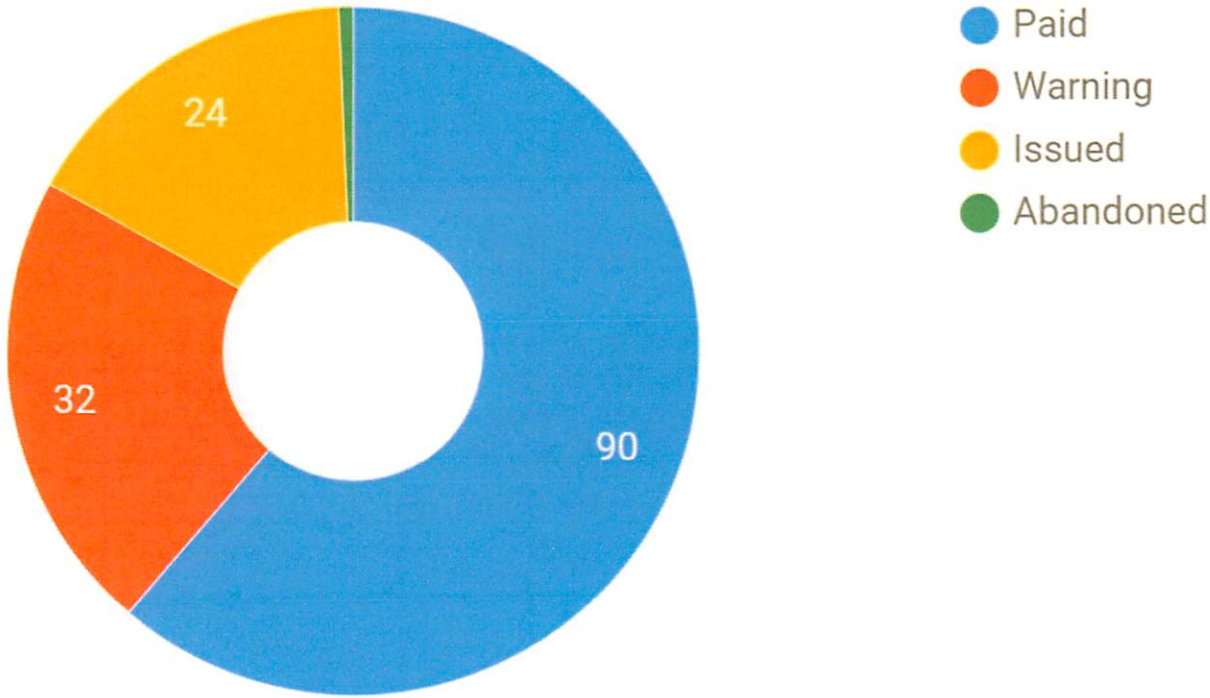
Charles Town Police Department

Total Traffic Warning Report, by Violation

Violation	Description	Total
17A-3-15	Improper Display Of Registration	11
17A-3-16	Expired Registration	17
17A-3-1a.(a)	Fail To Obtain WV Registration 30days	2
17A-9-2	No Or Expired Registration	2
17B-2-1a(b)	Failure To Obtain WV Operator's	1
17C-12-5	Stop Sign Violation	7
17C-14-2	Improper Backing	1
17C-15-1	Unsafe-Improperly Equipped Vehicle	7
17C-15-4	Head Lamp Requirements	1
17C-16-9	No Or Expired MVI	1
17C-3-4	Fail To Obey Traffic Control Device	16
17C-3-5	Fail To Obey Traffic Light	5
17C-3-5(c)	Right on Red	1
17C-6-1a	Failure To Maintain Control	7
17C-6-1b	Speeding	9
17C-6-3a	Impeding Traffic	1
17C-7-8	One Way And Traffic Island Violation	1
61-3B-2	Trespass Structure/Conveyance	1
CTPD349.14	Driving On Sidewalk Or Curb	1
	Report Totals:	**92**

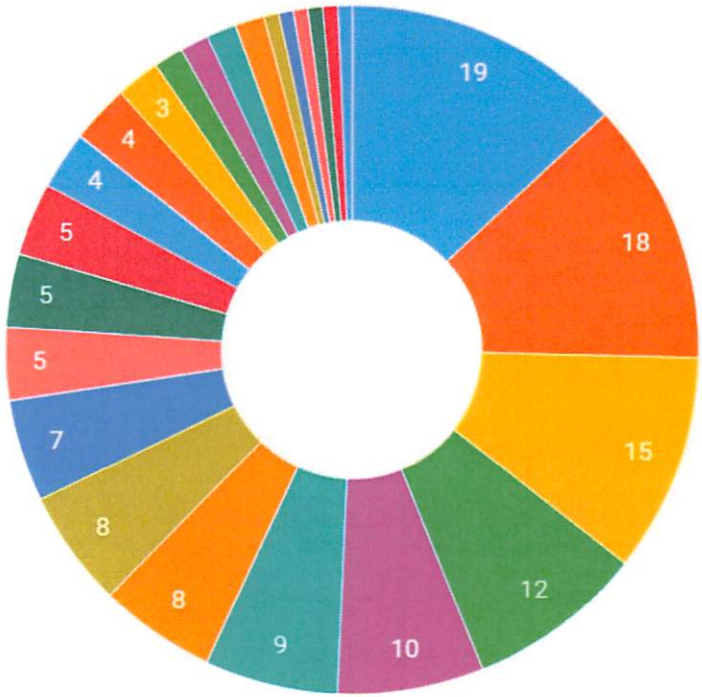
Report Includes:
All dates between `00:00:00 12/01/23` and `23:59:59 12/31/23`, All agencies matching `CTPD`, All issuing officers, All areas, All violations

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



Data as of 1/8/2024, 12:00:00 AM

City of Charles Town - Tickets By Location (Dec. 2023)

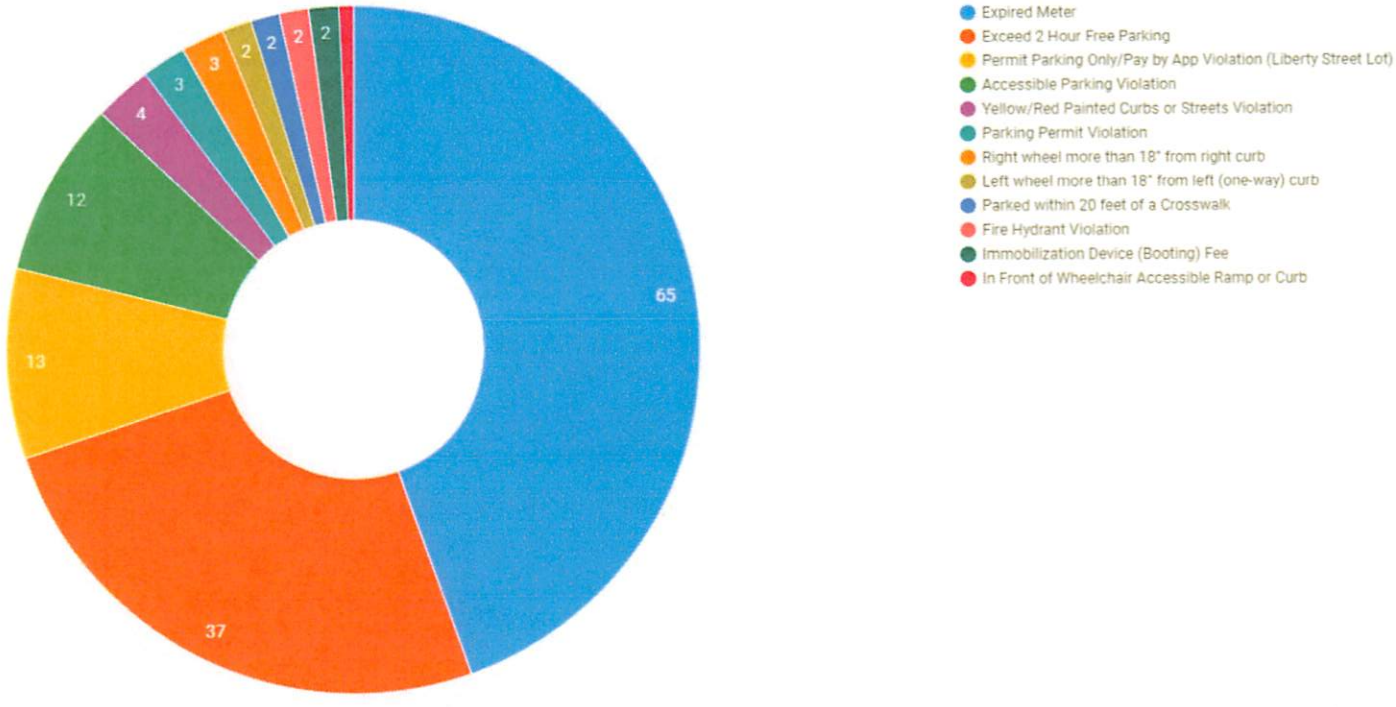


- 100 BLOCK WEST WASHINGTON STREET
- 200 BLOCK WEST LIBERTY STREET
- LIBERTY STREET PARKING LOT
- 100 BLOCK NORTH CHARLES STREET
- 100 BLOCK NORTH SAMUEL STREET
- 100 BLOCK WEST LIBERTY STREET
- 100 BLOCK SOUTH SAMUEL STREET
- CHARLES STREET PARKING LOT
- 200 BLOCK WEST WASHINGTON STREET
- 100 BLOCK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

▲ 1/2 ▼

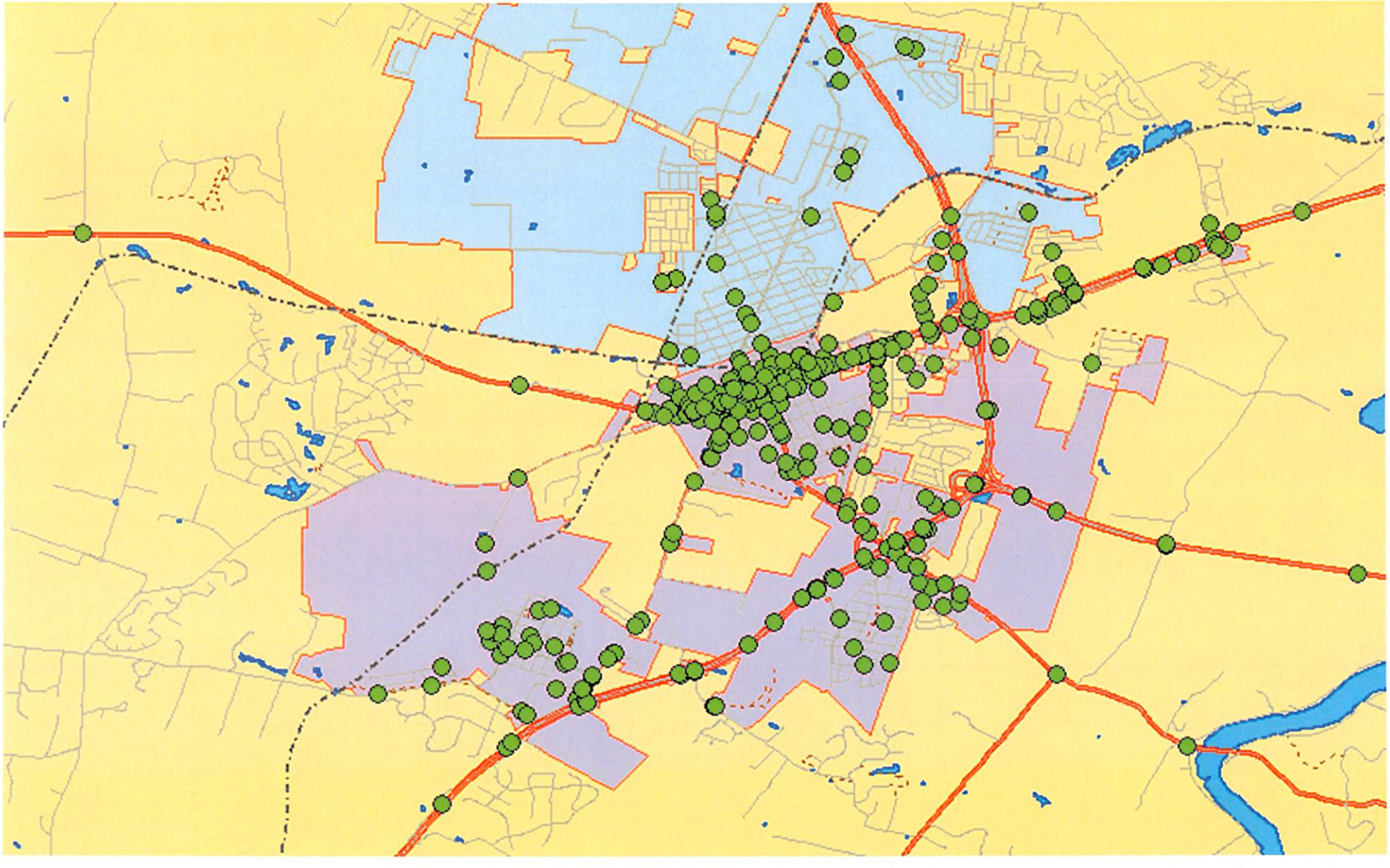
Data as of 1/8/2024, 12:00:00 AM

City of Charles Town - Tickets By Violation (Dec. 2023)

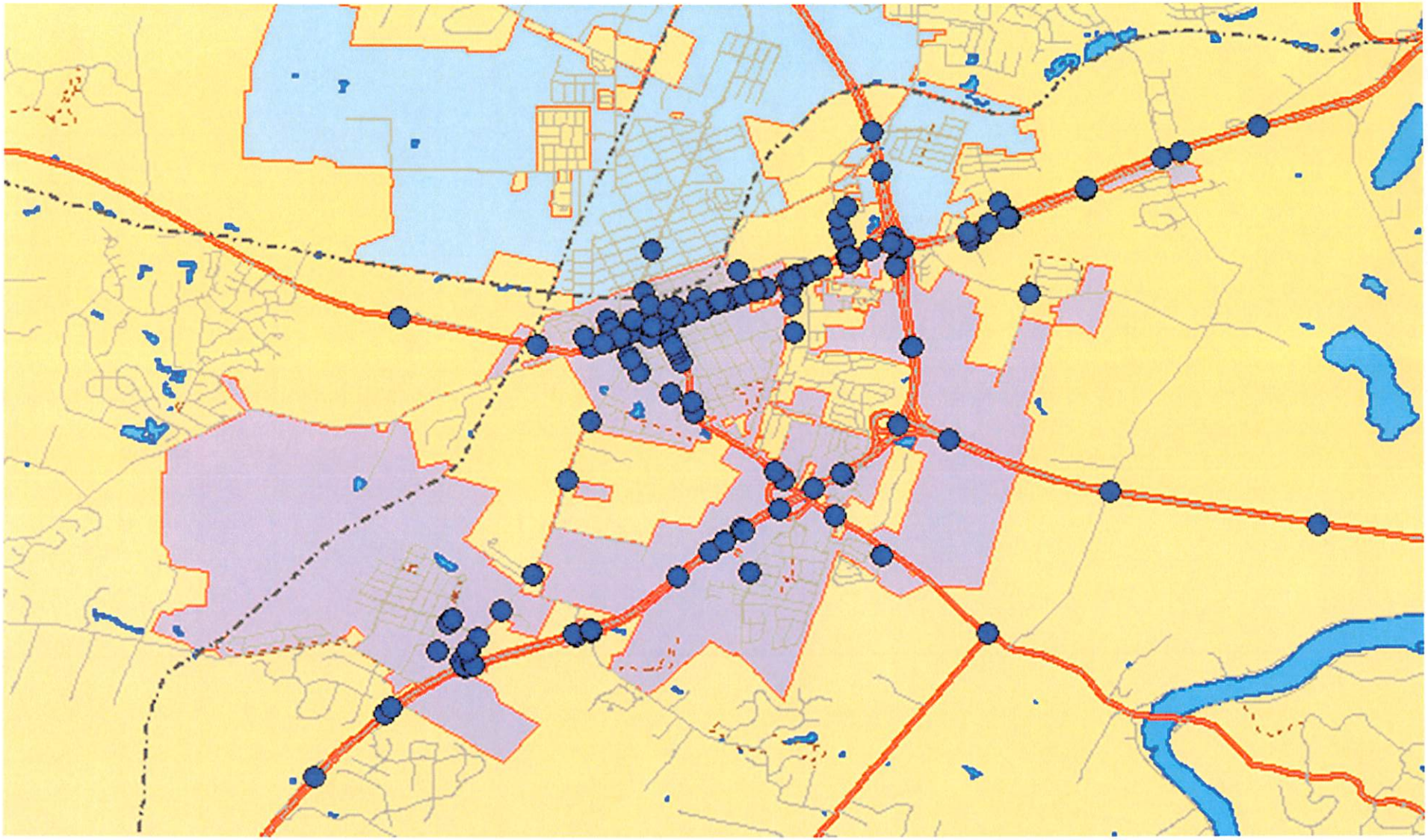


Data as of 1/8/2024, 12:00:00 AM

December 2023 – All CTPD Calls



December 2023 – All CTPD Traffic Stops



City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-110: Planning Commission Meeting Minutes - September, October, and November 2023

ATTACHMENTS:

- 9.25.23 PC MINUTES_APPROVED.pdf
- 10.24.23 PC MINUTES_APPROVED.pdf
- 11.27.23 PC MINUTES_APPROVED.pdf

CITY OF CHARLES TOWN

PLANNING COMMISSION MEETING
MINUTES • SEPTEMBER 25, 2023

Committee Meeting **CITY HALL** **6:00 PM**
101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER – Work Session

Present: Ann Paonessa - Chair
Angie Cummings - Secretary
Kevin Long
Jeff Hynes
Jessica Derr – Attended Virtually
James Newman, City Staff: Zoning Administrator

2. NEW BUSINESS – Work Session

2.1 : Text Amendment – Open Space Requirements

Staff gave presentation.

Commission discussion. Desire to see a pro-rata share of open space when there are different uses. Additionally, add language that states "To the fullest extent possible open space for townhomes must be located near the townhomes." The Commission requested
Staff bring a text amendment to the next available public hearing.

2.2 : Text Amendment – Commercial Pad Site Preparation

Staff gave presentation.

Commission discussion. Commissioners generally in favor. Change percentage requirement to 30%. Use similar language adopted by City of Frederick MD.

Work Session Adjourned at 6:46

3. CALL TO ORDER – Regular Session at 7pm.

4. APRROVAL OF MINUTES

No minutes to approve.

5. UNFINISHED BUSINESS

5.1 : SLD2023-08 – Huntfield Phase 3B

Staff gave presentation.

Applicant not present.

Item was tabled at prior meeting.

Motion to remove item from table.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Long, Derr, Hynes, Cummings, Paonessa

PC Discussion. Applicant failed to show for request, staff recommendation is for denial. Proposed changes not in keeping with approved plans.

Motion to deny request for plan changes.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Long
AYES:	Long, Derr, Hynes, Cummings, Paonessa

6. NEW BUSINESS

6.1 : ZMA2023-01 – Vinton-Hayes Property Rezoning

Staff gave presentation.

Commission: Is Neighborhood Commercial not a viable zoning district for this site because of the nature of the site or because of the applicant's development plans?

Staff: Because of the applicant's plans.

Applicant: Revised COA for site because the proposed development around a commercial/hospital core did not come to fruition over 17 years. Existing zoning is not working for the site, and the property owners have worked with the City to make this property developable. The Commercial zoning aspect holds the site back. Aware of the requirement for Urban Reserve rezoning to come first but operated with the understanding that if a viable project came along then the Urban Reserve zoning would not be needed.

Applicant gave presentation.

Commission: Did the developer reach out to anyone in the City?

Applicant: Spoke with ward members and the City CoA Committee.

Commission: Considered Neighborhood Commercial zoning as an alternative zoning district?

Applicant: No, as we have no desire for commercial development.

No further questions for the applicant.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Long
AYES:	Long, Derr, Hynes, Cummings, Paonessa

Robin Thomas: Expressed concern about floodplain, access, traffic, infrastructure, stormwater and wildlife. Keep current zoning or lower the impact of development.

Karen Furr: Expressed concerned about impact on well water. Concerned about potential impacts to archaeological remains. Concern about environmental impact and traffic.

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Long
AYES:	Long, Derr, Hynes, Cummings, Paonessa

Commission: Concern about UR nullification requirements not being met and the need to follow process.

Motion to recommend Urban Reserve Zoning.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Long
AYES:	Long, Derr, Hynes, Cummings, Paonessa

6.2 : SLD2023-03 – Alla Willa Dr. Casino – Preliminary Plan Review

Staff gave presentation.

No questions or comments.

Motion to approve preliminary plan.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Long
AYES:	Long, Derr, Hynes, Cummings, Paonessa

6.3 : WV2023-07: Waiver Request by Joan and Joe's Coffee

Staff gave presentation.

Commission: Questioned requirement regarding sidewalks, concerns with issues of safety and sidewalk requirements.

Staff: The goal is to plug in gaps where there are missing sidewalks. The waiver would keep gaps in place.

Joe Hague, Engineer: Wants commission to entertain an option for Joan and Joe’s Coffee to provide a sidewalk easement in the future when the full street sidewalk can be built. Property ends at telephone pole and discusses gap in continuance of sidewalk due to property lines.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Long

SECONDER:	Hynes
AYES:	Long, Derr, Hynes, Cummings, Paonessa

No comments.

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Hynes
AYES:	Long, Derr, Hynes, Cummings, Paonessa

Motion to deny sidewalk waiver request.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Long
AYES:	Long, Derr, Hynes, Paonessa
NAYS:	Cummings

Motion to approve waiver from curb and gutter.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Cummings
AYES:	Long, Derr, Hynes, Cummings, Paonessa

6.4: SLD2023-09 – Joan and Joe's Coffee – Sketch Plan Completeness

Staff gave presentation.

Motion to deem application complete.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Cummings
AYES:	Long, Derr, Hynes, Cummings, Paonessa

6.5: SLD2023-02 – Westover Dental – Sketch Plan Completeness Review

Staff gave presentation.

Motion to deem application complete.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Cummings
AYES:	Long, Derr, Hynes, Cummings, Paonessa

7. ADJOURNMENT

Adjourned at 8:54 pm.

CITY OF CHARLES TOWN
PLANNING COMMISSION
AGENDA • OCTOBER 24, 2023

Committee Meeting **CITY HALL** **6:00 PM**
101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

Present: Ann Paonessa, Chair – Attended Virtually
Jessica Derr – Acting Chair
Angie Cummings - Secretary
Jeff Hynes

Kevin Long – Absent

City Staff: James Newman - Zoning Administrator

2. WORK SESSION

2.1: TXA2023-06 - Minor Subdivision requirements

Staff presentation.

Commission discussion: Remove lot width language. Investigate easement requirements and ability to enforce, confirm any potential negative impacts of allowing mergers by multiple owners and research into zoning boundary adjustments when boundary lines are moved.

2.2: TXA2023-09 - Neighborhood-Residential Use Changes

Staff Presentation.

Commission discussion: Update item 3 to clarify that Neighborhood Commercial uses must be commercial in nature. Tennis/racquet club to be Special Exception Use not Permitted Use. Animal clinic to be Permitted Use.

Work Session Adjourned at 6:53 pm

3. CALL TO ORDER - Regular Session at 7pm.

4. APPROVAL OF MINUTES

Motion by Commissioner Derr to approve August 28, 2023 Minutes with the following change: Add explanation to item 4 explaining why it was tabled.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Paonessa
AYES:	Derr, Hynes, Cummings, Paonessa

5. UNFINISHED BUSINESS

5.1: SLD2023-04 - Fairview Subdivision: Completeness Review

Staff gave presentation.

Commission: Would like to see Jefferson County parcels that include neighboring development be included on the plan in order to view how this plan fits into the overall area. Concerned about traffic in the area with the new housing and interested in a potential traffic study.

Motion to deem application complete.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Paonessa
AYES:	Derr, Hynes, Cummings, Paonessa

6. NEW BUSINESS

6.1: SLD2023-02 Westover Dental Sketch Plan

Staff gave presentation.

Commission: Why did the plan change so dramatically?

Applicant: Due to requirements of the covenants. Restrictions more severe than City setbacks and not all property owners signed off on allowing waiver from covenants.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings, Paonessa

James Bright: Concerned about construction noise and the longevity of the building in this location.

Caroline Bright: Concerned about noise, light and what landscaping will be provided.

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Derr
SECONDER:	Hynes
AYES:	Derr, Hynes, Cummings, Paonessa

Motion to approve sketch plan.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Paonessa
AYES:	Derr, Hynes, Cummings, Paonessa

6.2: SLD2023-09 Joan and Joe's Coffee Sketch Plan

Staff gave presentation.

Commission: Access easement needed?

Staff: Would be good to have but there is no Code Requirement.

Commission: Where is the exit in reference to the residential property.

Applicant: Entrance and exit are separated. Exit access road is adjacent to residential property.

Commission: How does the resident next door feel about this?

Staff: We have received no public comment.

Commission: If in the future the property gets sold, how would the entrance and exit access roads be handled.

Staff: An access easement would be needed if property is split and there is no road frontage. If they both properties have road frontage, the matter of if there is enough road width to safely accommodate two-way traffic.

Commission: Bio-retention ponds to be landscaped?

Applicant: Yes.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings, Paonessa

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Cummings
SECONDER:	Hynes
AYES:	Derr, Hynes, Cummings, Paonessa

Commissioner Paonessa left at 7:48 pm

6.3: TXA2023-07 Commercial Pad Site requirements

Staff gave presentation.

Commission: Do we need to specify what qualifies as 'utility' installation?

Staff: Will change to "utilities" and add a definition to define utilities.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings

No comments

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings

Commission discussion: Council should provide guidance on what % of residential units can completed prior to grading and utility installation.

Motion to table by Hynes.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings

6.4: TXA 2023-10 Open Space requirements

Staff gave presentation.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings

No comments.

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Cummings
SECONDER:	Hynes
AYES:	Derr, Hynes, Cummings

Commission: Discussion of adding an example for clarification.

Motion to approve with the following exception: add example for clarification

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings

7. ADJOURNMENT

Motion to adjourn.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings

Meeting adjourned at 8:01 pm

CITY OF CHARLES TOWN
PLANNING COMMISSION AGENDA
● NOVEMBER 27,2023

Committee Meeting **CITY HALL** **6:00 PM**
101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

Present: Ann Paonessa, Chair
Jessica Derr
Angie Cummings - Secretary
Jeff Hynes
Kevin Long

James Newman, City Staff: Zoning Administrator
Kim Crosson, City Staff: Permit Tech

2. WORK SESSION

2.1: TXA2023-06 - Minor Subdivision requirements

Staff presentation.

PC Discussion. In agreement to proceed with public hearing.

2.2: TXA2023-09 - Neighborhood-Residential Use Changes

Staff presentation.

PC Discussion. Asked Staff to remove reference to Neighborhood Commercial and replace with "non-residential uses". Requested comparison of R15, NR, and NC Districts.

Work Session Adjourned at 6:44 pm

3. CALL TO ORDER - Regular Session at 7pm.

4. APPROVAL OF MINUTES

No minutes available.

5. UNFINISHED BUSINESS

No unfinished business.

6. NEW BUSINESS

6.1: ZMA2023-02 Prospect Place- Partial rezoning from General Commercial to Neighborhood Residential.

Staff gave presentation.

Planning Commission: When was Comp Plan adopted? Staff: 2018

Planning Commission: Does the topography prevent all development?

Staff: Sketch shows commercial development in area deemed topographically challenging.

Applicant: Peter - Their request is to revert back to 2007 zoning. Was previously rezoned to General Commercial to accommodate a deal with Lowes to come to site, but it fell through in 2001. Had additional conversations with Great Wolfe Lodge post-Lowes withdrawing. Additionally, had a plan for regional stormwater facility on a nearby property, but that deal also fell through. WVDoH doesn't want to approve a light on the highway, which limits our commercial access options. Will be performing a traffic study once US Rte. 340 reopens. We'll combine this property with a smaller commercial property adjacent to it as part of the development plan. The site has a 77ft. rise from road to back of property. Slopes make development difficult. There is already excess commercial zoning over 200 acres. We'll have 12 ½ acres of commercial uses, but stormwater will occupy some of that land. Current economic reality does not allow previous plans to come to fruition.

Applicant: Tom – currently have 2 parcels under contract, which will be combined into one. The site is very topographically challenged for commercial use. The grade of the property, rocks, and sink holes does not make it feasible to develop site. With it being residential – will have to do some mild grading in comparison for residential. There is an abundance of other land that is zoned commercial that could accommodate commercial development.

Planning Commission: Has there been any effort with the City regarding discussion to revise the Conditions of Annexation?

Guest: We had a preapplication meeting with the City and explained the need for change approximately 2 months ago.

Planning Commission: How is grading different for commercial verses residential?

Guest: Housing can weave its way through the topography whereas commercial cannot.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Derr
SECONDER:	Hynes
AYES:	Derr, Hynes, Cummings, Paonessa, Long

Sanadra Sokol - Concerned about wildlife and natural landscape. Experienced negative impacts with previous development. Requesting that during the grading, dirt be placed between neighboring development as a barrier. Suggesting a middle school as an alternative possibility, community center, wants other options considered. Wants strict guideline for blasting and a buffer in between their housing and any new development.

Charles Pepper – Currently being impacted by blasting at Stone Springs development. Requesting direction regarding recourse existing house may have in order to collect for damages caused to housing from blasting. Concerned about the impact of developing this site.

Micheal George – Opposed to rezoning and the purposed development. Commercial demand exists. This is the most northern piece of commercial property that exists.

Alissa Meeks – Previously met with developers. Was initially excited about the proposal until found out it was residential. Topography has not changed since Lowes almost came to the site. This area is buildable, and it takes the right commercial interest to come in and build here. The builder's stance is not representative of the City's position. Market study

done in 2001 showed we need restaurants and retail. Wants to start from scratch and come up with a plan, but what has been suggested is not the right course of action.

Applicant: Peter- Willing to work with conditions on blasting, buffering issues. Commercial development has not shown interest in this site in over 15 years.

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Hynes
AYES:	Derr, Hynes, Cummings, Paonessa, Long

Motion to discuss rezoning.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Derr
AYES:	Derr, Hynes, Cummings, Paonessa, Long

Planning Commission: COA is a contract with the City. If COA is revised, it should go to a public hearing, but is not required.

Motion recommend denial, with encouragement to Staff and the Applicant that they work to amend the conditions of annexation.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings, Paonessa, Long

6.2: BR2023-06 Alla Willa Drive Casino – Bond Establishment

Staff gave presentation.

Motion to approve Bond Establishment.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings, Paonessa, Long

6.3: TXA2023-07 Commercial Pad Sites – Commercial Pad Site Preparation Requirements

Staff gave presentation.

Planning Commission: Where did 25% completion requirement come from?
Staff: Council discussed this on November 6th and was interested in reducing the number from 40%.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Hynes
AYES:	Derr, Hynes, Cummings, Paonessa, Long

No Comment.

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Derr
AYES:	Derr, Hynes, Cummings, Paonessa, Long

Motion to approve the Text Amendment: Commercial Pad Site Preparation Requirements.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Long
AYES:	Derr, Hynes, Cummings, Paonessa, Long

6.4: TXA2023-10 Open Space – Clarifying Open Space Calculations.

Staff gave presentation.

Motion to open public hearing.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Hynes
AYES:	Derr, Hynes, Cummings, Paonessa, Long

No Comment.

Motion to close public hearing.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Hynes
AYES:	Derr, Hynes, Cummings, Paonessa, Long

Motion to approve the Text Amendment: Clarification of Open Space Calculations.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings, Paonessa, Long

Planning Commission: Language clarification and modification regarding "Must, Should, Shall".

Motion to amend approval and change "must" to "shall" by Kevin Long.

Planning Commission: Discussion regarding specific verbiage.

Kevin Long withdrawals amendment.

Motion to approve original recommendation as presented.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings, Paonessa, Long

6.5: SLD2023-09 Joan and Joe's Coffee – Preliminary Plan

Staff gave presentation.

Planning Commission: Verification that easement covers entrance and exit and that they will stay that way.
Staff: Easement language calls for separate entrance and exit access lanes.

Motion to approve Preliminary Plan.

RESULT:	**Approved**
MOVER:	Derr
SECONDER:	Long
AYES:	Derr, Hynes, Cummings, Paonessa, Long

6.6: BR2023-04 Huntfield Phase 2B2 – Bond Reduction

Staff gave presentation.

Motion to approve Bond Reduction.

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Cummings
AYES:	Derr, Hynes, Cummings, Paonessa, Long

Planning Commission: Discussion regarding placement of signs and missing signage.

Applicant: Acknowledges to check on sign locations.

Long: Motion to approve the bond.

Motion to amend approval subject to placement of missing signage, specifically at Lord Fairfax and Silverleaf and Lord Fairfax and Holly Springs by Jessica Derr.

Kevin Long withdrawals original motion so as to approve amended motion

Amended motion to approve subject to condition:

1. The appropriate missing signage be installed, specifically at Lord Fairfax and Silverleaf, and Lord Fairfax and Holly Springs

RESULT:	**Approved**
MOVER:	Long
SECONDER:	Derr
AYES:	Derr, Hynes, Cummings, Paonessa, Long

Commissioner Cummings left meeting at 8:31 pm

6.7: BR2023-05 Huntfield Phase 3A – Bond Reduction

Staff gave presentation.

Motion to approve Bond Reduction subject to condition:

1. The appropriate missing signage be installed, specifically at Lord Fairfax and Silverleaf, and Lord Fairfax and Deerbrook.

RESULT:	**Approved**
MOVER:	Derr
SECONDER:	Hynes
AYES:	Derr, Hynes, Paonessa, Long

7. ADJOURNMENT

Motion to adjourn.

RESULT:	**Approved**
MOVER:	Hynes
SECONDER:	Derr
AYES:	Derr, Hynes, Paonessa, Long

Meeting adjourned at 8:34 pm

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-133: Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) January 2024 Project Award Letter

ATTACHMENTS:

- HEPMPO January 2024- with project award letter.pdf

Hagerstown/Eastern Panhandle Metropolitan Planning Organization
33 W. Washington St., 4th Floor, Suite 402, Hagerstown, MD 21740
Phone: 240-313-2080, Fax: 240-313-2084
www.hepmpo.net

INTERSTATE COUNCIL MEETING
January 17, 2024, 1:30pm
AGENDA

In-Person –
Eastern West Virginia Regional Airport, 2nd Floor Conference Room, 170 Aviation Way, Martinsburg, WV 25405

Virtual -
Please join meeting from your computer, tablet or smartphone: Microsoft Teams meeting link
You can also dial in using your phone: United States +1 (240) 673-0780; Phone Conference ID: 465 049 898#

CALL TO ORDER, *Chair Kevin Cerrone*

ROLL CALL OF PARTICIPANTS, *Deb Eckard, HEPMPO/Washington County Department of Planning and Zoning*

APPROVAL OF MINUTES (October 18, 2023), *Chair Kevin Cerrone – Discussion/Action*

I. Transportation Improvement Program

FY2023-2026 WEST VIRGINIA TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENTS, *Michaela McDonough, Transportation Planner – Discussion/Action – Resolution 2024-05*

MARYLAND HIGHWAY SAFETY PERFORMANCE MEASURES, *Michaela McDonough, Transportation Planner – Discussion/Action – Resolution 2024-06*

WEST VIRGINIA HIGHWAY SAFETY PERFORMANCE MEASURES, *Michaela McDonough, Transportation Planner – Discussion/Action – Resolution 2024-07*

EASTERN PANHANDLE TRANSIT AUTHORITY ASSET MANAGEMENT PERFORMANCE MEASURES, *Michaela McDonough, Transportation Planner - Information/Discussion*

EASTERN PANHANDLE TRANSIT AUTHORITY TRANSIT SAFETY PERFORMANCE MEASURES, *Michaela McDonough, Transportation Planner - Information/Discussion*

II. Long Range Transportation Plan

REGIONAL SAFETY ACTION PLAN, *Matt Mullenax, Executive Director – Information/Discussion*

CONGESTION MANAGEMENT PROCESS, *Matt Mullenax, Executive Director – Information/Discussion*

Hagerstown/Eastern Panhandle Metropolitan Planning Organization
33 W. Washington St., 4th Floor, Suite 402, Hagerstown, MD 21740
Phone: 240-313-2080, Fax: 240-313-2084
www.hepmpo.net

HAGERSTOWN SAFE STREETS AND ROADS FOR ALL ACTION PLAN, *Matt Mullenax, Executive Director – Discussion/Action*

III. Organizational Administration

FY2025 WEST VIRGINIA LOCAL MATCH FUNDING REQUEST, *Matt Mullenax, Executive Director – Information/Discussion*

FY2024 HEPMPO FEDERAL SUBALLOCATED FUNDS IN WEST VIRGINIA PROJECT REVIEW FOR SELECTION, *Matt Mullenax, Executive Director – Discussion/Action*

GENERAL SERVICES CONTRACT (FY2025-FY2027), *Matt Mullenax, Executive Director – Information/Discussion*

FINANCIAL STATUS UPDATE, *Jill Baker, HEPMPO/Washington County Department of Planning and Zoning – Information/Discussion*

DIRECTOR'S REPORT, *Matt Mullenax, Executive Director – Information/Discussion*

STAFF REPORT, *Michaela McDonough, Transportation Planner – Information/Discussion*

IV. Other Business

PUBLIC COMMENT

NEXT MEETING MARCH 20, 2024 – MARTINSBURG, WV (TENTATIVELY)

ELECTION OF OFFICERS, *Chair Kevin Cerrone – Discussion/Action*

V. Adjournment

HAGERSTOWN/EASTERN PANHANDLE
METROPOLITAN PLANNING ORGANIZATION
INTERSTATE COUNCIL
October 18, 2023

The Hagerstown/Eastern Panhandle Metropolitan Planning Organization Interstate Council held a meeting on Wednesday, October 18, 2023 at 1:30 p.m. both in person [at the Eastern Panhandle Regional Airport in Martinsburg, WV] and via tele-conference call. MD and WV Open Governmental Meetings Acts and HEPMPO Bylaws permit virtual only meetings of our committees and boards provided members can hear and be heard by each other and by any media or members of the public.

CALL TO ORDER

The Chairman called the meeting to order at 1:35 p.m.

ROLL CALL

The following were in attendance: Kevin Cerrone, Chairman, Washington County Transit; Elaine Bartoldson, Vice-Chair, EPTA; Matt Mullenax, HEPMPO Executive Director; Tyson Byrne, MDOT; Pam Mohn, Washington County Division of Engineering; Jill Baker, Washington County Dept. of Planning & Zoning; Brian Carr, WV DOH; Jim Barnhart and Steve Catlett, Berkeley County Commission; Mark Baldwin, City of Martinsburg; and Elizabeth Ricketts, City of Charles Town.

Also present were: Michaela McDonough, HEPMPO; Debra Eckard, Washington County Dept. of Planning & Zoning; Jim Bender, Director, City of Hagerstown Engineering Department; Jasmine Champion, FHWA-MD; and Chris Strovel, Senator Capito's office.

MINUTES

Motion and Vote: Mr. Catlett made a motion to approve the minutes of the August 16, 2023 meeting as presented. The motion was seconded by Mr. Baldwin and unanimously approved.

NEW BUSINESS

-TRANSPORTATION IMPROVEMENT PROGRAM

FY 2023-2026 WV Transportation Improvement Program Amendments [Resolution 2024-03]

Ms. McDonough presented the following adjustments and amendments for the FY 2023-2026 WV TIP.

Amendments

Berkeley County

- I-81 Welcome Centers & Truck Parking (B2024-10)
  - **Project Data**: ENG FY 2023 $1,200,000 ($1,080,000 Federal; $120,000 State); CON FY 2024 $18,000,000 ($16,200,000 Federal; $1,800,000 State)
- Queen Street at Moler Avenue Signal Renovation and Pedestrian Upgrade (B2024-11)
  - **Project Data:** ENG FY 2023 $10,000 (Federal); ROW FY 2023 $10,000 (Federal); CON FY2023 $320,000 (Federal)

Jefferson County

- Maddex Square Ped Crossing (J2024-08)
  - **Project Data:** ENG FY 2023 $10,000 (Federal); ROW FY 2024 $10,000 (Federal); CON FY 2024 $10,000 (Federal)

Motion and Vote: Mr. Barnhart made a motion to approve the FY 2023-2026 WV TIP amendments as presented. The motion was seconded by Mr. Baldwin and unanimously approved.

Berkeley County

Adjustments [No formal action required]

- US 11 TWLTL Extension (B2021-09)
  - **Change:** Move FY 2023 CON funding to FY 2024
- Hedgesville-Welltown (B2021-17)
  - **Change:** Add obligated ENG funding for FY 2023 $5,000 ($4,000 Federal; $1,000 State); Increase FY 2024 CON with new funding source by $700,000 to $1,324,000 ($1,059,200 Federal; $264,800 State). Change other CON funding source from STBG-FLEX to STBG-50-200K POP.
- Hedgesville ADA Ramps +2 (B2021-18)
  - **Change:** Obligated
- Nichols Overhead (B2021-19)
  - **Change:** Move FY2024 ENG funding to FY 2023, with an addition of new funding source, and increase by $30,000 to $40,000 ($32,000 Federal; $8,000 State). Move FY 2024 ROW funding to FY 2023.
- WV 9 at WV 901 LTL/Traffic Signal (B2022-01)
  - **Change:** Move FY 2023 CON funding to FY 2024 with an increase of $548,500 to $1,373,500 ($1,098,800 Federal; $274,700 State)
- Meadow Lane Traffic Signal (B2022-02)
  - **Change:** Move FY 2022 ROW funding to FY 2023, change Federal fund source to HSIP and obligate phase. Move FY 2023 CON funding to FY 2024 with an increase of $460,000 to $1,010,000 ($808,000 Federal; $202,000 State)
- Meadow Lane Roundabout (B2022-14)
  - **Change:** Move FY 2023 CON funding to FY 2024 with an increase of $270,744 to $870,744 ($696,595 Federal; $174,149 State)
- Roadway Striping (B2023-04)
  - **Change:** Add FY 2023 CON funding in the amount of $3,499,314 ($2,449,520 Federal; $1,049,794 State) with new HSIP Federal funding source. Decrease FY 2024 and FY 2026 CON funding to $0.
- SF BR Inspect – D5 (B2023-06)
  - **Change:** Change ENG funding source in FY 2024 from STBG-FLEX to HWI-BR.
- Specks Run Road Traffic Signal (B2023-07)
  - **Change:** Move FY 2023 CON funding to FY 2024.
- Warm Springs Avenue Traffic Signal (B2023-09)
  - **Change:** Change funding source and increase FY 2023 CON funding by $14,391 to $264,391 ($237,952 Federal; $26,439 State) and obligate project
- Route 11 Turning Improvements (B2023-11)
  - **Change:** Move FY 2023 CON funding to FY 2024 with an increase of $510,000 to $1,450,000 ($1,160,000 Federal; $290,000 State)
- WV 901 Spring Mills Interchange (B2023-12)
  - **Change:** Change Federal funding sources to STBG-50-200k POP and increase FY 2023 CON funding by $175,394 to $700,394 ($560,315 Federal; $140,070 State) and obligate project.
- I-81 Signing (B2023-13)
  - **Change:** Change FY 2025 Federal fund source to NHPP.

- Bessemer Overhead +1 (B2024-01)
    - **Change:** Increase FY 2023 ENG by $4,300 to $38,700 ($30,960 Federal; $7,740 State)
- Butts Mill Bridge (B2024-02)
    - **Change:** Add obligated ENG funding in FY 2023: $400,000 ($320,000 Federal; $80,000 State). Move FY 2023 ROW funding to FY 2024. Add CON funding in FY 2025: $150,000 ($120,000 Federal; $30,000 State)
- Arden-Nollville (B2024-03)
    - Add obligated FY 2023 ENG funding: $5,000 ($4,000 Federal; $1,000 State). Move FY 2024 CON funding to FY 2023 with an increase of $457,166 to $1,307,166 ($1,045,733 Federal; $261,433 State)

Jefferson County

Adjustments

- US 340 Rock Slide Investigation (J2015-05)
    - **Change:** Decrease FY2022 ROW funding by $1,250 to $38,750 ($31,000 Federal; $7,750 State). Decrease FY 2023 CON funding by $1,520,077 to $12,479,923 (Federal). Obligate project.
- Ranson 5th Ave Complete Street (J2017-01)
    - **Change:** Change Federal fund source from TAP-FLEX to TAP.
- Harper's Ferry High Street (J2017-03)
    - **Change:** Change Federal fund source from TAP<5K POP to TAP.
- MARC Strategic Ridership (J2019-07.01)
    - **Change:** Project canceled.
- Shepherdstown +2 (J2021-07)
    - **Change:** Obligate project with FY 2023 CON increase of $387,239 to $872,239 ($697,791 Federal; $174,448 State) and Federal fund source change to STBG-FLEX.
- VA Line-Charles Town Road (Design/Build) (J2023-02)
    - **Change:** Obligated.
- Fifth Avenue Streetscape (J2023-03)
    - **Change:** Chage Federal fund source from TAP-FLEX to TAP.
- US 340 Signing (J2023-05)
    - **Change:** Move FY 2023 ENG data to FY 2024.
- Jefferson Ave Turn Lane & Traffic Signal (J2024-01)
    - **Change:** Add obligated ENG funding to FY 2023: $10,000 ($8,000 Federal; $2,000 State). Change Federal fund source for ROW and CON funding.
- Ridge Road-Morgan Grove (J2024-02)
    - **Change:** Add obligated ENG funding to FY 2023: $5,000 ($4,000 Federal; $1,000 State). Move FY 2024 CON to FY 2023 with an increase of $496,526 to $896,526 ($717,221 Federal; $179,305 State)
- Ranson (N. Mildred) (J2024-03)
    - **Change:** Add obligated ENG funding to FY 2023: $5,000 Federal; $1,000 State). Move FY 2024 CON to FY 2023.
- Arsenio Albert Alvarez Memorial Bridge (J2024-05)
    - **Change:** Add obligated ENG phase to FY 2023: $20,000 ($16,000 Federal; $4,000 State). Increase FY 2025 CON funding by $96,812 to $700,000 ($560,000 Federal; $140,000 State)

- Hillside Drive Roundabout (J2024-06)
    - **Change:** Add obligated ENG phase to FY 2023: $60,000 ($48,000 Federal; $12,000 State). Increase FY 2025 CON funding by $1,440,000 to $1,500,000 ($1,200,000 Federal; $300,000 State).
- VA Line-Charles Town Road Mitigation (J2024-07) – New Project
    - **New Project Data:** FY 2023: $34,920 ($27,936 Federal; $6,984 State)
- W Washington Street (J2024-09)
    - **New Project Data:** ENG-FY 2024: $650,000 ($585,000 Federal; $65,000 State)

FY 2023-2026 MD Transportation Improvement Program Amendments [Resolution 2024-04]

Ms. McDonough presented the following adjustments and amendments for the FY 2023-2026 MD TIP.

Maryland State Highway Administration

Amendment

- Areawide Safety & Spot Improvements (W2023-02)
    - **Change:** Increase FY 2024 ENG by $400,000 to $1,800,000 ($1,710,000 Federal; $90,000 State). Increase FY 2024 CON by $3,000,000 to $10,500,000 ($9,992,000 Federal; $508,000 State)
- Areawide Resurfacing & Rehabilitation (W2023-03)
    - **Change:** Increase FY 2024 CON by $4,000,000 to $20,000,000 ($16,000,000 Federal; $4,000,000 State)
- Areawide Bridge Replacement & Rehabilitation (W2023-04)
    - **Change:** Increase 2024 ENG by $2,000,000 to $4,800,000 ($4,560,000 Federal; $240,000 State). Increase FY 2025 ENG by $2,000,000 to $4,800,000 ($4,560,000 Federal; $240,000 State). Increase FY 2024 CON by $2,500,000 to $10,000,000 ($9,500,000 Federal; $500,000 State). Increase FY 2025 CON by $2,000,000 to $7,500,000 ($7,125,000 Federal; $375,000 State)

Motion and Vote: Ms. Bartoldson made a motion to approve the FY 2023-2026 MD TIP amendments as presented. The motion was seconded by Ms. Mohn and unanimously approved.

-LONG RANGE TRANSPORTATION PLAN

Regional Safety Action Plan

Mr. Mullenax reported that staff has conducted a benchmark assessment survey with the consultants who have developed a draft survey online web map. He gave a brief demonstration of the functionality of the map. Staff and the consultants have been analyzing and identifying the high injury network for non-interstate streets that have a high number or high rate of KSI (killed or severely injured) crashes as well as intersections that have a high crash rate of KSI or a crash rate that is higher than typically expected for state averages.The study committee will meet later this month. The initial round of public outreach is tentatively scheduled from mid-November to mid-December utilizing a MetroQuest online survey. Public meetings are anticipated in March or April of 2024.

Congestion Management Process

Mr. Mullenax noted that staff and the consultants have been reviewing INRIX data which provides travel time data to help evaluate congestion by time of day/month, direction for parallel routes, impact of

incidents on secondary roads, and reliability issues for a baseline assessment. The study committee will hold its first meeting in November.

Hagerstown Safety Action Plan

Mr. Mullenax announced that the Hagerstown City Council approved a Memorandum of Understanding (MOU) between the HEPMPO and the City of Hagerstown to utilize our general services contractor to develop its Safe Streets for All Action Plan (SS4A). The City will finance this project through its SS4A Planning Grant Award. FHWA is advising awardees that the development of the Plan will be a two-year process, which is longer than our current contract. As a result of delays beyond their control, Staff recommends granting a time extension to our contractor to finalize the SS4A Action Plan.

Motion and Vote: Mr. Catlett made a motion to extend the general services contract for this project. The motion was seconded by Mr. Barnhart and unanimously approved.

-ORGANIZATIONAL ADMINISTRATION

MOU – Winchester-Frederick County, Virginia MPO

Mr. Mullenax explained that the HEPMPO's 2020 Urban Area boundary extended into Frederick County, Virginia which is part of the planning area for the Win-Fred MPO. In accordance with Federal guidelines, MPOs with overlapping areas must enter into an agreement outlining planning responsibilities for those areas. The HEPMPO went through a similar process in 2013 with the Franklin County, PA MPO. A draft MOU was distributed to members which was modeled after the MOU with Franklin County. This MOU was reviewed by FHWA-MD without issue and the Win-Fred MPO's Policy Board approved the MOU on September 20th. Staff is recommending approval and signature of this MOU by the Interstate Council.

Motion and Vote: Mr. Byrne made a motion to approve the Memorandum of Understanding as presented. The motion was seconded by Ms. Mohn and unanimously approved.

2020 Census Urban Area Boundary Adjustment

Mr. Mullenax gave a brief presentation on the MPO's proposed urban area boundary adjustments. This is being done to make boundaries align with local planning boundaries, to incorporate local knowledge of the urban landscape, to address irregularities in the boundary shape, and is important to maintain consistency with highway functionality classifications. Mr. Mullenax briefly explained how the adjusted boundary was developed. He noted the next step is to present the draft adjustments to the WVDOT and MDOT in conjunction with the FHWA Division office for consideration. If approved, the changes would be made in December 2023 which is one year after the Census released initial urban area boundaries. The final boundary will be published by USDOT.

Motion and Vote: Ms. Bartoldson made a motion to approve the boundary adjustments as presented. The motion was seconded by Ms. Baker and unanimously approved.

FY 2025 West Virginia Local Match Funding Request

Mr. Mullenax reported that he gave a presentation to the Region IX Board in September (a copy of the presentation was included in the agenda packets). In West Virginia, the MPO receives its local match through assessment fees collected by Region IX. We have been utilizing unspent carryover funds to meet our budget for the past several years. Approximately 95% of the budget is spent in labor costs and consultant services with a minimal amount spent for operating and capital costs. Mr. Mullenax briefly explained the fee assessment that is collected through Region IX, which is currently 12 cents per capita for Berkeley, Jefferson and Morgan counties. This figure was established in January of 1997 and has not

changed even though the population has grown. In January 2010, the MPO unsuccessfully sought to raise the assessment to 18 cents per capita and shortly after, Morgan County reduced its contribution to 9 cents. In August of 2023, the MPO received the new planning allocations from the State of West Virginia which are significantly higher as a result of IIJA infrastructure. Mr. Mullenax then explained how the WVDOT allocates its funding. In the Eastern Panhandle, the population is just under 14% of the urban population in WV.

Mr. Mullenax then presented a new fee assessment proposal with four parts as follows:

- Utilize new 2020 census numbers
- Increase fee assessment too meet new Federal allocation. This will leave no Federal money on the table and eliminate use of local carryover to make budget.
- Eliminate fee assessment from Morgan County (not in the MPO's urban boundary).
- Increase would not take effect until July 1, 2024 as part of FY 2025 budget.

The MPO is proposing a 10 cent per capita increase from 12 cents to 22 cents per capita. This increase would provide approximately $22,000 in local matching funds which would allow the MPO to match the Federal monies that are eligible to us. This would provide an additional $157,100 in West Virginia transportation planning funds. These funds would go into consultant services for West Virginia projects only.

Motion and Vote: Mr. Barnhart made a motion to approve the draft proposal and authorize staff to proceed. The motion was seconded by Mr. Catlett and unanimously approved.

FY2024 HEPMPO Project Review Selection for Federal Sub-Allocated Funds in West Virginia Update

Mr. Mullenax stated that the request for project proposals for the Carbon Reduction sub-allocation and STBG 50-200K sub-allocation funds went out on September 1st. The deadline to submit project proposals is November 1st. Staff will be reviewing submissions with the TAC and will recommend projects to the Interstate Council for selection consideration in January.

Interstate Council Alternate Designation

Mr. Mullenax explained that the HEPMPO's By-laws provide the ability and process for Interstate Council members to appoint an alternate to serve on the Council in their stead. Mayor Kevin Knowles of the City of Martinsburg has requested, in writing, that Mr. Andy Blake serve as his alternate following Mr. Baldwin's retirement effective on October 28th.

Motion and Vote: Mr. Catlett made a motion to approve the appointment of Mr. Andy Blake to serve as Mayor Knowles' alternate on the Interstate Council. The motion was seconded by Mr. Barnhart and unanimously approved.

Financial Status Update

Ms. Baker noted that the first quarter of FY 2024 ended on September 30th. The majority of expenses have been administrative costs, salaries and day-to-day operations. No invoices for special studies have been received to date.

Director's Report

Mr. Mullenax gave a brief report on the following:

- On September 7th, staff, the City of Martinsburg and WVDOT held a public meeting for the Vulnerable Road User assessment.
- Staff worked with MDOT, TSO and SHA to submit a Dual Highway Reconnecting Communities Grant. If approved, this grant will be used to make improvements for vehicular and pedestrian safety on the Dual Highway in Hagerstown.
- The MDOT Tour was held in Hagerstown at the Safety Training Center. MPO staff made presentations on I-81, TSMO, active transportation issues and freight movement in the area.
- Work continues on the EPTA Transfer Center to get plans reviewed and obtain permits. This project should go out to bid in December.
- Staff anticipates presenting a draft RFP for our General Services Planning Contract in January, receiving bids in February and to present a recommendation to the Interstate Council in March.
- Officer elections will be held in January. There are no term limits for the Chairman or Vice-Chairman; however, the By-laws state that each must be from a different State.

Staff Report

Ms. McDonough presented the following update:

- Work continues on EPTA's GTFS data
- A presentation was made at the Eastern Panhandle GIS Conference
- Successfully updated 2022 crash data to include both West Virginia and Maryland 2022 crashes
- Supports MPO's special studies projects

OTHER BUSINESS

Interstate Council Member Recognition of Service

Mr. Cerrone presented Mr. Baldwin with a plaque for his many years of dedicated service to the MPO. Mr. Mullenax noted that Mr. Baldwin has served on the ISC for 22 years and as the Chairman on several occasions.

Public Comment

There were no public comments.

Future Meetings

The next scheduled meeting of the Interstate Council is Wednesday, January 17, 2024 at 1:30 p.m. This meeting will be held in person at the Eastern West Virginia Regional Airport in Martinsburg, WV, with a call-in option.

-ADJOURNMENT

Ms. Baker made a motion to adjourn the meeting at 2:55 pm. The motion was seconded by Ms. Bartoldson and so ordered by the Chairman.

Respectfully submitted,

_____

Kevin Cerrone, Chairman

Hagerstown/Eastern Panhandle MPO (HEPMPO)
FY2023-2026 TIP Revision
January 17, 2024

Within this document you will find four adjustments requested by the Eastern Panhandle Transit Authority (EPTA), and 33 adjustments and one amendment requested from West Virginia Department of Transportation (WVDOT). Below is a staff summary of these changes. These changes will be presented during the regular meeting of the Interstate Council (ISC) on January 17, 2024.

WEST VIRGINIA

EASTERN PANHANDLE TRANSIT AUTHORITY

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Mobility Management Assistance – Section 5310, WVT2021-07
Description:	Mobility Manager Salary
Requesting Agencies:	EPTA
County, State:	Berkeley, Jefferson WV
Project Data:	FY2023: $30,000 ($24,000 Federal; $6,000 Local). FY2024: $30,000 ($24,000 Federal; $6,000 Local). FY2025: $30,000 ($24,000 Federal; $6,000 Local). FY2026: $30,000 ($24,000 Federal; $6,000 Local).
Changes:	Increase funding in FY2023, FY2024, FY2025 and FY2026 to $37,500 ($30,000 Federal; $7,500 Local).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Capital Assistance – Bus Replacement, WVT 2022-01
Description:	5339 Capital Funds for Bus Replacements
Requesting Agencies:	EPTA
County, State:	Berkeley, Jefferson WV
Project Data:	FY2023: $699,990 ($559,992 Federal; $139,998 Local).
Changes:	Add FY2024 funding: $280,800 ($224,640 Federal; $56,160 Local).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

New Project

Project Name, TIP ID:	5307 Bus Replacement, WVT2024-01
Description:	Bus Replacement
Requesting Agencies:	EPTA
County, State:	Berkeley, Jefferson WV
Project Data:	FY2024: $900,000 ($720,000 Federal; $180,000 Local).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

New Project

Project Name, TIP ID:	5307 Operating Commuter Service, WVT2024-02
Description:	Commuter Service
Requesting Agencies:	EPTA
County, State:	Berkeley, Jefferson WV
Project Data:	FY2023: $318,000 ($159,000 Federal; $159,000 Local). FY2024: $318,000 ($159,000 Federal; $159,000 Local). FY2025: $318,000 ($159,000 Federal; $159,000 Local). FY2026: $318,000 ($159,000 Federal; $159,000 Local).
Action:	*Adjustment-No Formal Action Required*

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

ADJUSTMENT

Existing Project

Project Name, TIP ID:	US11 TWLTL Extension, B2021-09
Description:	Extend Existing TWLTL
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	ROW- FY2022: $150,000 ($120,000 Federal; $30,000 State). CON- FY2024: $1,300,000 ($1,040,000 Federal; $290,000 State).
Changes:	Increase FY2024 CON funding to $1,450,000 ($1,160,000 Federal; $290,000 State).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Hedgesville HS Bridge (GO Bond 2/3), B2021-11
Description:	Bridge Replacement
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	CON- FY2023: $1,072,000 (State).
Changes:	Obligated.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Hedgesville – Welltown, B2021-17
Description:	Resurfacing

Requesting Agencies: WVDOT
County, State: Berkeley, WV
Project Data: ENG- FY2023: $5,000 ($4,000 Federal, $1,000 State). CON- FY2024: $1,324,000 ($1,059,200 Federal; $264,800 State).
Changes: Move NHPP CON funding from FY2024 to FY2023 (w changed amount): $729,306 ($583,445 Federal; $145,861 State). Updated FY2024 CON funding: $624,000 ($499,200 Federal; $124,800 State). Obligated.
Action: *Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: Meadow Lane Traffic Signal, B2022-02
Description: Install Traffic Signal, Construct Right Turn Lane
Requesting Agencies: WVDOT
County, State: Berkeley, WV
Project Data: ROW- FY2023: $40,000 ($36,000 Federal; $4,000 State). CON- FY2023: $1,010,000 ($808,000 Federal; $202,000 State).
Changes: Move FY2023 CON funding to FY2024 in the same amount.
Action: *Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: Meadow Lane Roundabout, B2022-14
Description: Construct Roundabout
Requesting Agencies: WVDOT
County, State: Berkeley, WV
Project Data: CON- FY2024: $870,744 ($696,595 Federal; $174,149 State).
Changes: Change CON federal fund source from STBG-FLEX to CMAQ.
Action: *Adjustment- No Formal Action*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Berkeley County Roundhouse P2, B2022-16
Description:	Construct Elevator and Flooring
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	CON- FY2023: $742,889 ($594,311 Federal; $148,578 State).
Changes:	Obligated.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Meadow Lane RR, B2022-17
Description:	Upgrade Lights, Cable, and Gate
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	CON- FY2023: $400,000 ($360,000 Federal; $40,000 State).
Changes:	Obligated.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Roadway Striping (D5), B2023-04
Description:	Installation of Pavement Markings
Requesting Agencies:	WVDOT
County, State:	Berkeley, Jefferson WV
Project Data:	CON- FY2023: $3,499,314 ($2,449,520 Federal; $1,049,794 State). FY2025: $1,320,424 ($739,437 Federal; $580,987 State).
Changes:	In FY2023, remove STBG-FLEX CON funding, increase HSIP CON funding to $1,876,700, and decrease State CON funding to $804,300. This was an overall decrease in FY2023 CON funding.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	D-5 Recall Striping, B2023-05
Description:	Pavement Marking
Requesting Agencies:	WVDOT
County, State:	Berkeley, Jefferson WV
Project Data:	CON- FY2022: $360,000 ($252,000 Federal; $108,000 State). FY2023: $478,501 ($334,951 Federal; $143,550 State). FY2024: $267,908 ($187,535 Federal; $80,373 State). FY2025: $281,303 ($196,912 Federal; $84,391 State). FY2026: $231,400 ($162,000 Federal; $69,400 State).
Changes:	Remove FY2024 CON funding.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	SF BR Inspect – D5, B2023-06
Description:	Bridge Inspection
Requesting Agencies:	WVDOT
County, State:	Berkeley, Jefferson WV
Project Data:	ENG- FY2023: $900,000 ($720,000 Federal; $180,000 State). FY2024: $900,000 ($720,000 Federal; $180,000 State). FY2025: $900,000 ($720,000 Federal; $180,000 State). FY2026: $900,000 ($720,000 Federal; $180,000 State).
Changes:	Increase FY2023 ENG funding to $1,500,000 ($1,200,000 Federal; $300,000 State). Move all funding from FY2024 to FY2025, in larger amount, to total $1,500,000 in FY2025 ($1,200,000 Federal; $300,000 State).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Route 11 Turning Improvements, B2023-11

Description: Construct Turning Lanes
Requesting Agencies: WVDOT
County, State: Berkeley, WV
Project Data: CON- FY2024: $1,450,000 ($1,160,000 Federal; $290,000 State).
Changes: Change Federal fund source to CMAQ 2.5 and decrease FY2024 CON funding to $1,366,426 ($1,093,141 Federal; $273,285 State).
Action: *Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: D5 Rdway Departure, B2023-14
Description: Signing; Delineators
Requesting Agencies: WVDOT
County, State: Berkeley, Jefferson WV
Project Data: CON- FY2023: $125,000 ($112,500 Federal; $12,500 State).
Changes: Move FY2023 CON funding to FY2024 in the same amount.
Action: *Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: Sewage Treatment Plant Bridge, B2023-15
Description: Bridge Repair
Requesting Agencies: WVDOT
County, State: Berkeley, WV
Project Data: ENG- FY2024: $50,000 (Federal). ROW- FY2025: $10,000 (Federal). CON- FY2026: $125,000 (Federal).
Changes: Increase FY2024 ENG funds to $300,000 (Federal).
Action: *Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Butts Mill Bridge, B2024-02
Description:	Bridge Repair
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	ENG- FY2023: $400,000 ($320,000 Federal; $80,000 State). ROW- FY2024: $30,000 ($24,000 Federal; $6,000 State). CON- FY2025: $150,000 ($120,000 Federal; $30,000 State).
Changes:	Increase FY2025 CON funding to $900,000 ($720,000 Federal; $180,000 State).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Arden-Nollville, B2024-03
Description:	Resurfacing
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	ENG- FY2023: $5,000 ($4,000 Federal; $1,000 State). CON- FY2023: $1,307,166 ($1,045,733 Federal; 261,433 State).
Changes:	Obligated.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Queen St @ Moler Ave Signal Renovation and Ped Upgrade, B2024-11
Description:	Traffic Signal Renovation
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	ENG- FY2023: $10,000 (Federal). ROW- FY2023: $10,000 (Federal). CON-

	FY2023: $320,000 (Federal).
Changes:	Move FY2023 ROW and CON funding to FY2024 in same amount and change federal fund source to CRP 50-200K POP.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

New Project

Project Name, TIP ID:	US 11 @ Hatchery Rd Improvements, B2024-12
Description:	Construct Turn Lane, Bridge Replacement and Signal
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	ENG- FY2024: $75,000 ($60,000 Federal; $15,000 State). ROW- FY2025: $100,000 ($80,000 Federal; $20,000 State). CON- FY2026: $2,500,000 (Federal).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

New Project

Project Name, TIP ID:	I81 Exit 20 SB Ramp Widening, B2024-13
Description:	Widening
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	ROW- FY2024: $10,000 ($9,000 Federal; $1,000 State). CON- FY2024: $550,000 ($495,000 Federal; $55,000 State).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

New Project

Project Name, TIP ID:	Hammonds Mill Rd RTL, B2024-14
Description:	Construct Right Turn Lane
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	ENG- FY2024: $15,000 ($12,000 Federal; $3,000 State). ROW- FY2024: $10,000 ($8,000 Federal; $2,000 State). CON- FY2024: $250,000 ($200,000 Federal; $50,000 State).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

New Project

Project Name, TIP ID:	Clarence Martin Jr Memorial Br, B2024-15
Description:	Clean & Paint
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	CON- FY2024: $1,375,628 (Federal).
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Shepherdstown Bike Path, J2014-05
Description:	Construct Multi Use Path Along Shepherdstown Pike
Requesting Agencies:	WVDOT
County, State:	Jefferson, WV
Project Data:	CON- FY2023: $1,532,100 ($1,267,000 Federal; $265,100 Local).
Changes:	Move FY2023 CON funding to FY2024 in same amount.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Ranson 5th Ave Complete Street, J2017-01
Description:	Construct Sidewalk, On-Street Parking Improvements, Ped Access
Requesting Agencies:	WVDOT
County, State:	Jefferson, WV
Project Data:	ENG- FY2023: $62,500 ($50,000 Federal; $12,500 State). CON- FY2023: $812,500 ($650,000 Federal; $162,500 State).
Changes:	Move all funding, in the same amount, from FY2023 to FY2024.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Harpers Ferry High St, J2017-03
Description:	Design and Construct Sidewalks
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	CON- FY2023: $400,000 ($320,000 Federal; $80,000 State).
Changes:	Move FY2023 CON funding to FY2024 in the same amount.
Action:	*Adjustment-No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Armory Canal Trail, J2019-05.06
Description:	Design and Construct Trail
Requesting Agencies:	WVDOT
County, State:	Berkeley, WV
Project Data:	ENG- FY2023: $100,000 (Federal). CON- FY2024: $481,486 ($385,188 Federal; $96,298 Local).

Changes: Move FY2023 ENG funding to FY2024 in the same amount.
Action: *Adjustment – No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: Evitts Creek Br/Bloomery (GO Bond 2/3), J2021-03
Description: Bridge Replacement and Drainage
Requesting Agencies: WVDOT
County, State: Berkeley, WV
Project Data: CON- FY2023: $1,258,000 (State).
Changes: Obligated.
Action: *Adjustment- No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: Fifth Avenue Streetscape, J2023-03
Description: Construct Sidewalk and Install Lighting
Requesting Agencies: WVDOT
County, State: Jefferson, WV
Project Data: ENG- FY2023: $60,935 ($48,748 Federal; $12,187 State). CON- FY2023: $1,665,520 ($1,332,416 Federal; $333,104 State).
Changes: Move FY2023 CON funding to FY2024 in the same amount.
Action: *Adjustment- No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: US 340 Signing, J2023-05
Description: Signing
Requesting Agencies: WVDOT
County, State: Jefferson, WV
Project Data: ENG- FY2024: $250,000 ($200,000 Federal; $50,000 State). CON- FY2025: $2,500,000 ($2,000,000 Federal; $500,000 State).
Changes: Move FY2024 ENG to FY2023 in same amount, and change federal fund source from CMAQ to CRP <5K POP.
Action: *Adjustment- No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: Jefferson Ave Turn Lane & Traffic Signal, J2024-01
Description: Add Aux Lane and Traffic Signal
Requesting Agencies: WVDOT
County, State: Jefferson, WV
Project Data: ENG- FY2023: $10,000 ($8,000 Federal; $2,000 State). ROW- FY2023: $20,000 ($16,000 Federal; $4,000 State). CON- FY2023: $620,000 ($496,000 Federal; $124,000 State).
Changes: Move FY2023 CON funding to FY2024 in the same amount and change federal fund source from CRP <5K POP to CMAQ.
Action: *Adjustment- No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: Ridge Road-Morgan Grove, J2024-02

Description: Resurfacing
Requesting Agencies: WVDOT
County, State: Jefferson, WV
Project Data: ENG- FY2023: $5,000 ($4,000 Federal; $1,000 State). CON- FY2023: $896,526 ($717,221 Federal; $179,305 State).
Changes: Move FY2023 CON funding to FY2024 in the same amount and change federal fund source to STBG <5K POP.
Action: *Adjustment- No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: Ranson (N. Mildred), J2024-03
Description: Resurfacing
Requesting Agencies: WVDOT
County, State: Jefferson, WV
Project Data: ENG- FY2023: $5,000 ($4,000 Federal; $1,000 State). CON- FY2023: $815,513 ($652,410 Federal; $163,103 State).
Changes: Move FY2023 CON funding to FY2024 in the same amount and change federal fund source to STBG 5-50K POP.
Action: *Adjustment- No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID: VA Line-Charles Town Rd Mitigation, J2024-07
Description: Compensatory Mitigation
Requesting Agencies: WVDOT
County, State: Jefferson, WV
Project Data: OTH- FY2023: $34,920 ($27,936 Federal; $6,984 State).
Changes: Obligated.
Action: *Adjustment- No Formal Action Required*

ADJUSTMENT

Existing Project

Project Name, TIP ID:	Maddex Square Ped Crossing, J2024-08
Description:	Construct Crossing
Requesting Agencies:	WVDOT
County, State:	Jefferson, WV
Project Data:	ENG- FY2023: $10,000 (Federal). ROW- FY2024: $10,000 (Federal). CON- FY2024: $10,000 (Federal).
Changes:	Move FY2023 ENG funding to FY2024 and increase to $30,000 (Federal). Increase FY2024 CON to $150,000 (Federal). Change all phases federal fund source to CRP 50-200K POP.
Action:	*Adjustment-No Formal Action Required*

AMENDMENT

New Project

Project Name, TIP ID:	Flowing Springs Exit Lighting, J2024-10
Description:	Install Lighting
Requesting Agencies:	WVDOT
County, State:	Jefferson, WV
Project Data:	ENG- FY2024: $50,000 (Federal). CON- FY2024: $250,000 (Federal).
Action:	*Amendment- Formal Action Required.*

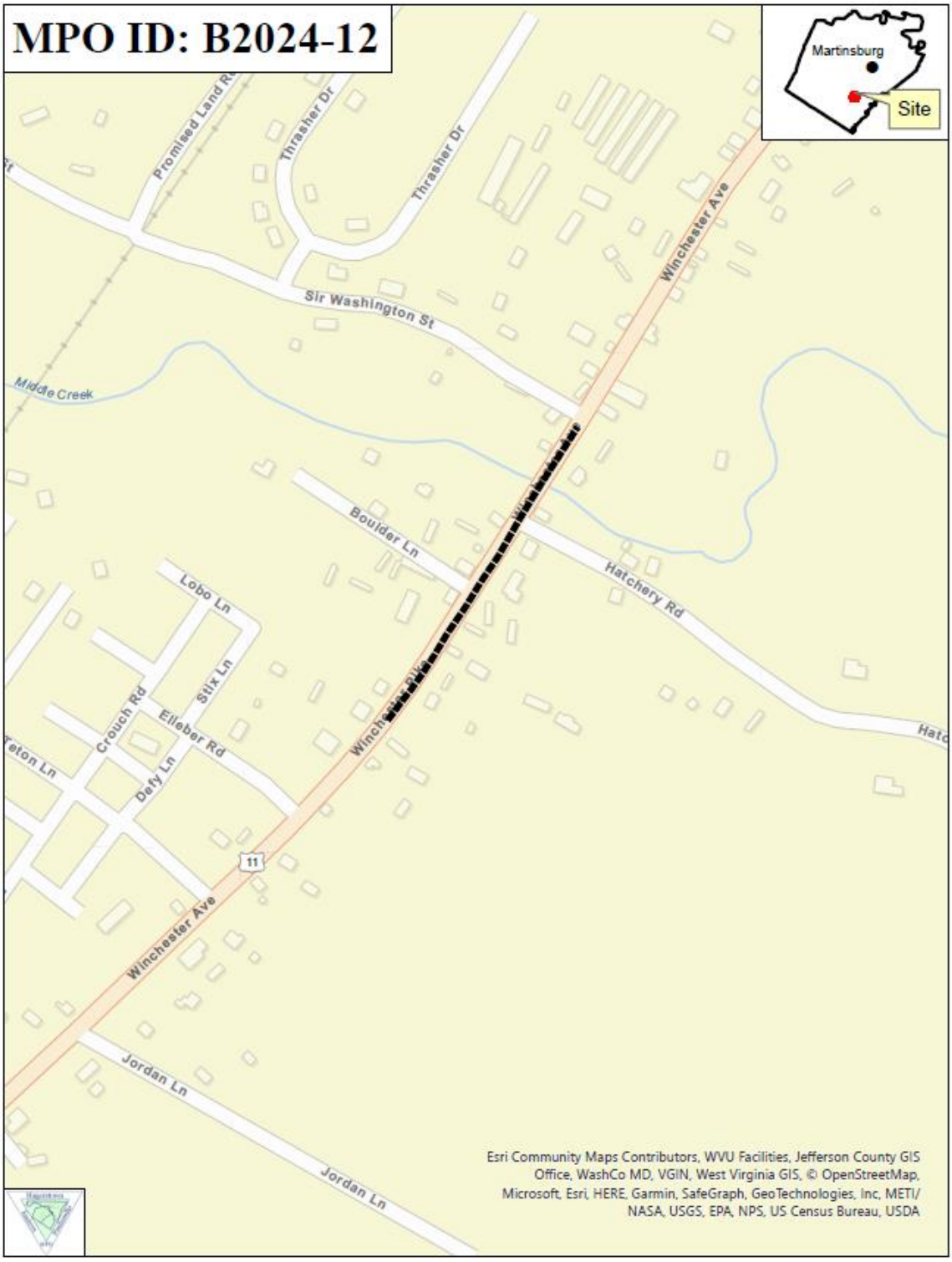
ADJUSTMENT

New Project

Project Name, TIP ID:	Flowing Springs Road
Description:	Resurfacing
Requesting Agencies:	WVDOT
County, State:	Jefferson, WV

Project Data: ENG- FY2024: $5,000 ($4,000 Federal; $1,000 State). CON- FY2025: $355,000 ($284,000 Federal; $71,000 State).

Action: *Adjustment-No Formal Action Required*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Thrasher Dr
Winchester Ave
Sir Washington St
Middle Creek
Boulder Ln
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Lobo Ln
Stix Ln
Crouch Rd
Eilleber Rd
Defy Ln
11
Winchester Ave
Jordan Ln
Jordan Ln
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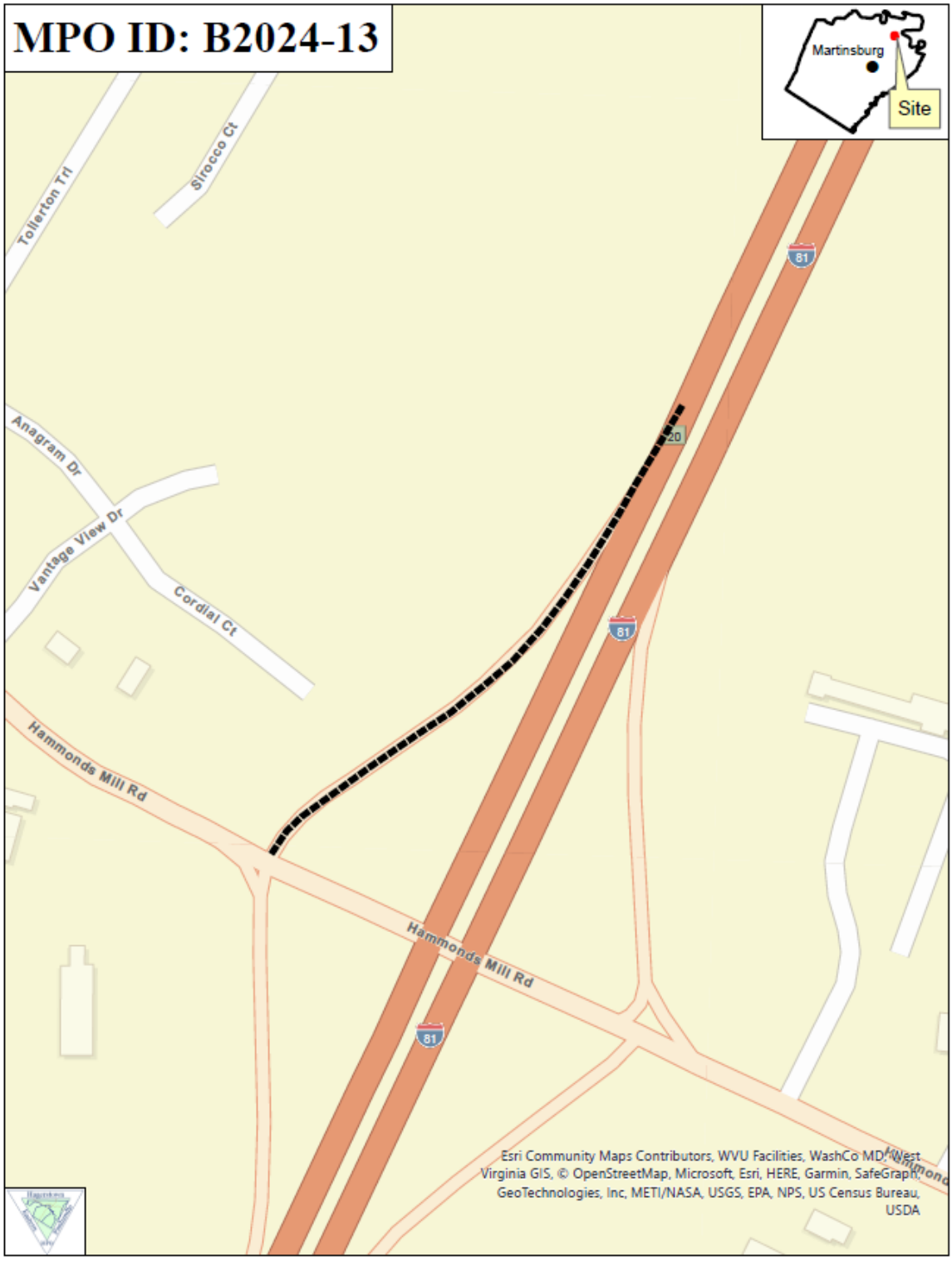
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Site
Tollerton Trl
Sirocco Ct
Anagram Dr
Vantage View Dr
Cordial Ct
Hammonds Mill Rd
Hammonds Mill Rd
81
81
81
20
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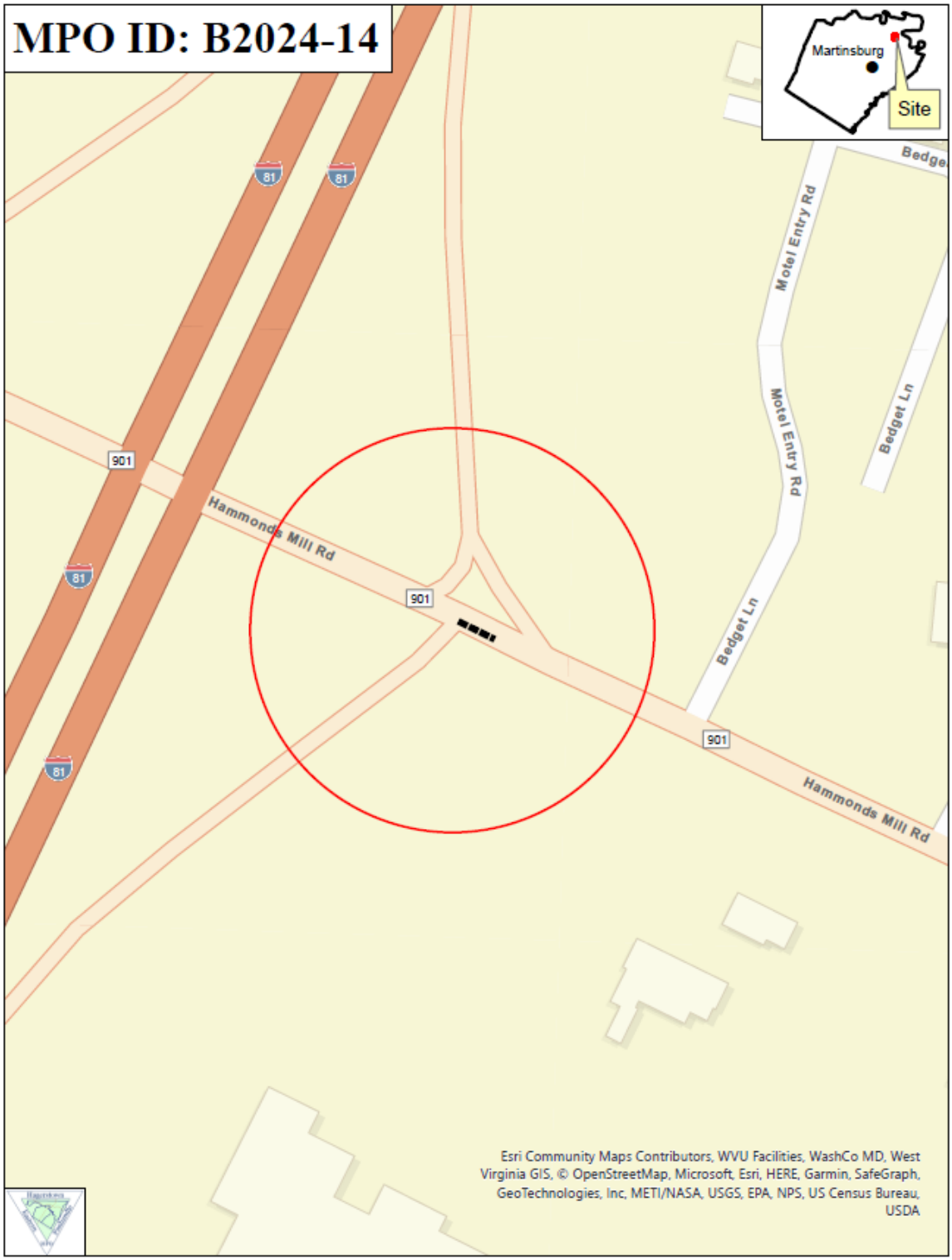
MPO ID: B2024-14
Martinsburg
Site
81
81
81
81
901
901
901
Hammonds Mill Rd
Hammonds Mill Rd
Motel Entry Rd
Motel Entry Rd
Bedget Ln
Bedget Ln
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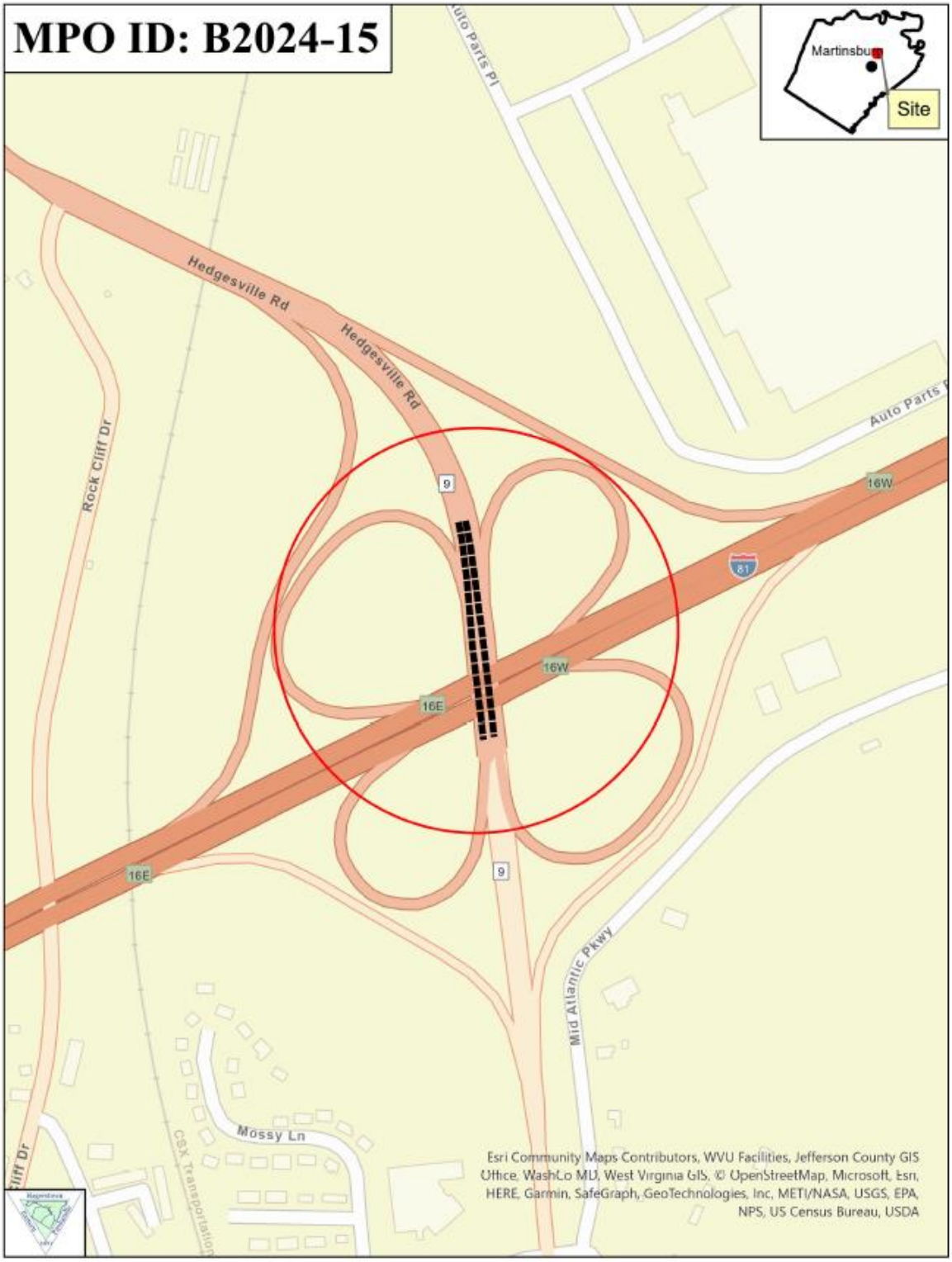
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Martinsburg
Site
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Hedgesville Rd
Rock Cliff Dr
Auto Parts Pl
Auto Parts Pl
9
16W
81
16W
16E
16E
9
Mid Atlantic Pkwy
Mossy Ln
CSX Transportation
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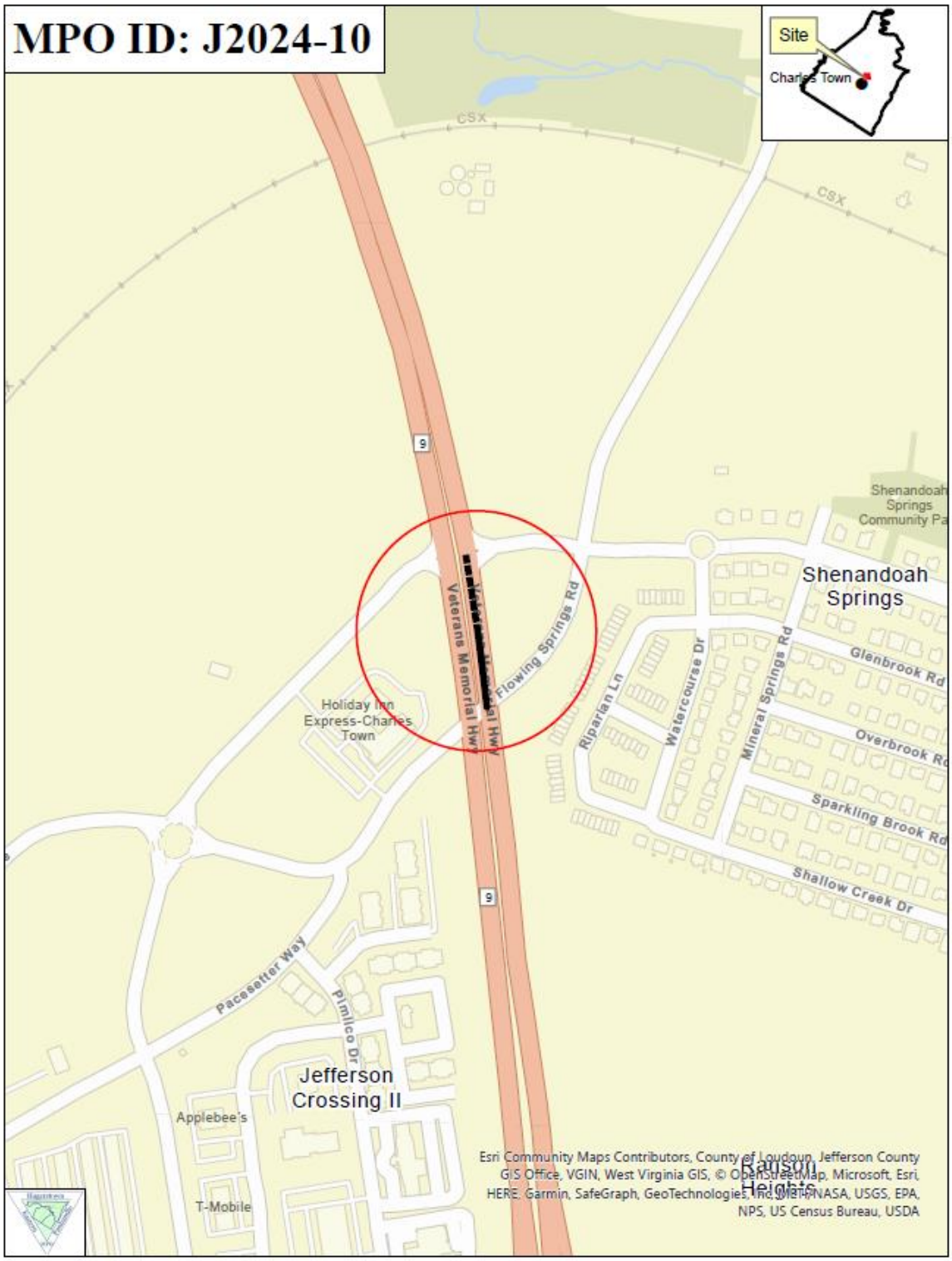
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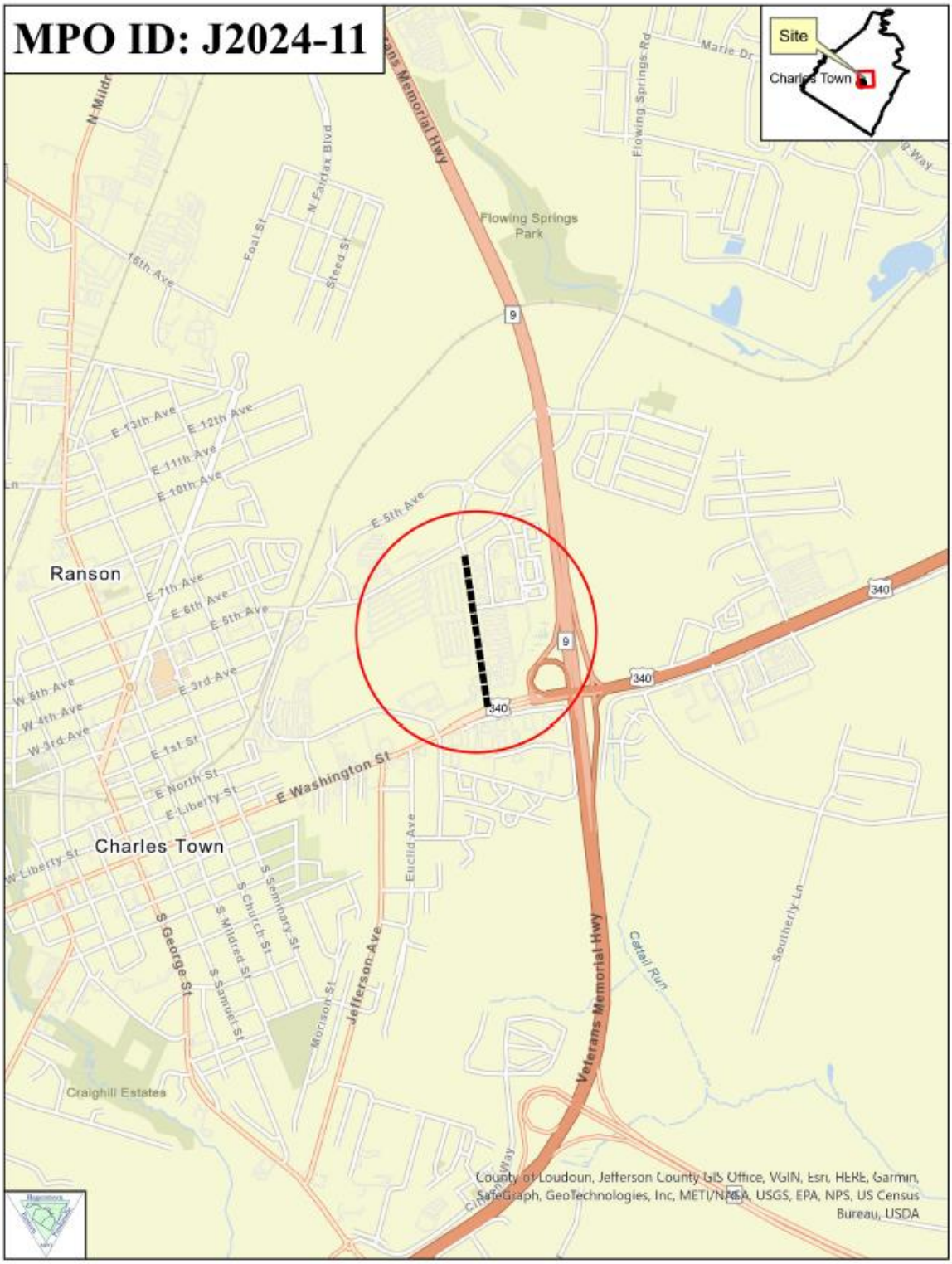
Site
Charles Town
CSX
CSX
9
Shenandoah Springs Community Pa
Shenandoah Springs
Veterans Memorial Hwy
Flowing Springs Rd
Holiday Inn Express-Charles Town
Riparian Ln
Watercourse Dr
Mineral Springs Rd
Glenbrook Rd
Overbrook Rd
Sparkling Brook Rd
Shallow Creek Dr
9
Pacesetter Way
Pimlico Dr
Jefferson Crossing II
Applebee's
T-Mobile
Ranson Heights
Esri Community Maps Contributors, County of Loudoun, Jefferson County GIS Office, VGIN, West Virginia GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA


MPO ID: J2024-11
Site
Charles Town
Ranson
Charles Town
Flowing Springs Park
E Washington St
Veterans Memorial Hwy
Jefferson Ave
S George St
Craighill Estates
Cattail Run
Southerly Ln
Euclid Ave
E 5th Ave
340
9
County of Loudoun, Jefferson County GIS Office, VGIN, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

MPO ID	State ID	Project Title						Groupable?	Performance Meas
			Funding Data						
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026		Total
WVT2021-07	**n/a**	**Mobility Management Assistance - Section 5310**						**Groupable**	**Transit**
	Transit	5310	24,000	30,000 ~~24,000~~	30,000 ~~24,000~~	30,000 ~~24,000~~	30,000 ~~24,000~~	144,000 ~~120,000~~	
	Transit	LOCAL_EPTA	6,000	7,500 ~~6,000~~	7,500 ~~6,000~~	7,500 ~~6,000~~	7,500 ~~6,000~~	36,000 ~~30,000~~	
		Total	**30,000**	**~~30,000~~ 37,500**	**~~30,000~~ 37,500**	**~~30,000~~ 37,500**	**~~30,000~~ 37,500**	**~~150,000~~ 180,000**	
WVT2021-08	**n/a**	**Section 5339 - Buses and Bus Facilities Infrastructure Investment Program**						**Groupable**	**Transit**
	Transit	5339	0	9,364,000	0	0	0	9,364,000	
	Transit	LOCAL_EPTA	0	2,341,000	0	0	0	2,341,000	
	Transit	RAISE	0	10,322,107	0	0	0	10,322,107	
		Total	**0**	**22,027,107**	**0**	**0**	**0**	**22,027,107**	
WVT2022-01	**n/a**	**Capital Assistance - Bus Replacement**						**Groupable**	**Transit**
	Transit	5339	0	559,992	224,640 ~~0~~	0	0	784,632 ~~559,992~~	
	Transit	LOCAL_EPTA	0	139,998	56,160 ~~0~~	0	0	196,158 ~~139,998~~	
		Total	**0**	**699,990**	**~~0~~ 280,800**	**0**	**0**	**~~699,990~~ 980,790**	
WVT2023-01	**n/a**	**Operating Assistance - Section 5307**						**Groupable**	**Transit**
	Transit	5307	0	2,078,352	1,000,000	0	0	3,078,352	
	Transit	LOCAL_EPTA	0	2,078,352	1,000,000	0	0	3,078,352	
		Total	**0**	**4,156,704**	**2,000,000**	**0**	**0**	**6,156,704**	

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
WVT2023-02	**n/a**	**Capital Assistance - Preventative Maintenance**					**Groupable**	**Transit**
	Transit	5307	0	500,000	288,838	0	0	788,838
	Transit	LOCAL_EPTA	0	125,000	72,210	0	0	197,210
		Total	**0**	**625,000**	**361,048**	**0**	**0**	**986,048**
WVT2023-04	**n/a**	**Capital Assistance - Miscellaneous Equipment**					**Groupable**	**Transit**
	Transit	5339	0	47,764	0	0	0	47,764
	Transit	LOCAL_EPTA	0	19,441	0	0	0	19,441
		Total	**0**	**67,205**	**0**	**0**	**0**	**67,205**
WVT2023-05	**n/a**	**Capital Assistance - Section 5339 Bus Replacement**					**Groupable**	**Transit**
	Transit	5339	0	281,025	0	0	0	281,025
	Transit	LOCAL_EPTA	0	70,256	0	0	0	70,256
		Total	**0**	**351,281**	**0**	**0**	**0**	**351,281**
WVT2023-07	**n/a**	**Capital Assistance - Passenger Amenity**					**Groupable**	**Transit**
	Transit	5339	0	74,750	0	0	0	74,750
	Transit	LOCAL_EPTA	0	18,688	0	0	0	18,688
		Total	**0**	**93,438**	**0**	**0**	**0**	**93,438**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
WVT2024-01	**n/a**	**5307 Bus Replacement**					**Groupable**	
	Transit	5307	0	0	720,000	0	0	720,000
	Transit	LOCAL_EPTA	0	0	180,000	0	0	180,000
		Total	**0**	**0**	**900,000**	**0**	**0**	**900,000**
WVT2024-02	**n/a**	**5307 Operating Commuter Service**					**Groupable**	
	Transit	5307	0	159,000	159,000	159,000	159,000	636,000
	Transit	LOCAL_EPTA	0	159,000	159,000	159,000	159,000	636,000
		Total	**0**	**318,000**	**318,000**	**318,000**	**318,000**	**1,272,000**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
B2021-09	**U302 11 01959 00**	**US11 TWLTL Extension**					**Groupable**	**PM3**
	ROW	CMAQ	120,000	0	0	0	0	120,000
	ROW	STATE_WV	30,000	0	0	0	0	30,000
	CON	CMAQ	0	0	~~1,040,000~~ 1,160,000	0	0	1,160,000 ~~1,040,000~~
	CON	STATE_WV	0	0	~~260,000~~ 290,000	0	0	290,000 ~~260,000~~
		Total	**150,000**	**0**	**~~1,300,000~~**	**0**	**0**	**~~1,450,000~~**
					1,450,000			**1,600,000**
OBLIGATED								
B2021-11	**S302 9 758 00**	**Hedgesville HS Bridge (GO Bond 2/3)**					**Groupable**	**PM2**
	CON	STATE_WV	0	1,072,000	0	0	0	1,072,000
		Total	**0**	**1,072,000**	**0**	**0**	**0**	**1,072,000**
OBLIGATED								
B2021-17	**S302 9 00637 00**	**Hedgesville - Welltown**					**Groupable**	**PM2**
	ENG	NHPP	0	4,000	0	0	0	4,000
	ENG	STATE_WV	0	1,000	0	0	0	1,000
	CON	NHPP	~~0~~	583,445 ~~0~~	0 ~~560,000~~	0	0	583,445 ~~560,000~~
	CON	STATE_WV	0	145,861 ~~0~~	124,800 ~~264,800~~	0	0	270,661 ~~264,800~~
	CON	STBG 50-200K	0	0	499,200	0	0	499,200
		Total	**0**	**~~5,000~~**	**~~1,324,000~~**	**0**	**0**	**~~1,329,000~~**
				734,306	**624,000**			**1,358,306**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
B2021-19	**S302 11 01469 00**	**Nichols Overhead**					**Groupable**	**PM2**
	ENG	HWI-BR	0	28,800	0	0	0	28,800
	ENG	STATE_WV	0	8,000	0	0	0	8,000
	ENG	STBG-FLEX	0	3,200	0	0	0	3,200
	ROW	HWI-BR	0	8,000	0	0	0	8,000
	ROW	STATE_WV	0	2,000	0	0	0	2,000
	CON	HWI-BR	0	0	256,000	0	0	256,000
	CON	STATE_WV	0	0	64,000	0	0	64,000
		Total	**0**	**50,000**	**320,000**	**0**	**0**	**370,000**
B2022-01	**U302 9 00613 00**	**WV 9 at WV 901 LTL/Traffic Signal**					**Non-Groupable**	**PM1**
	ROW	CMAQ	60,000	0	0	0	0	60,000
	ROW	STATE_WV	15,000	0	0	0	0	15,000
	CON	CMAQ	0	0	1,098,800	0	0	1,098,800
	CON	STATE_WV	0	0	274,700	0	0	274,700
		Total	**75,000**	**0**	**1,373,500**	**0**	**0**	**1,448,500**
B2022-02	**S302 011 01516 00**	**Meadow Lane Traffic Signal**					**Non-Groupable**	**PM1**
	ROW	HSIP	0	36,000	0	0	0	36,000
	ROW	STATE_WV	0	4,000	0	0	0	4,000
	CON	CMAQ	0	0 ~~808,000~~	808,000 ~~0~~	0	0	808,000
	CON	STATE_WV	0	0 ~~202,000~~	202,000 ~~0~~	0	0	202,000
		Total	**0**	**~~1,050,000~~**	**~~0~~**	**0**	**0**	**1,050,000**
				40,000	**1,010,000**			

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
B2022-14	**STBG0455001D**	**Meadow Lane Roundabout**					**Groupable**	**PM3**
	CON	STATE_WV	0	0	174,149	0	0	174,149
	CON	~~STBG-FLEX~~ CMAQ	0	0	696,595	0	0	696,595
		Total	**0**	**0**	**870,744**	**0**	**0**	**870,744**
OBLIGATED								
B2022-16	**U302ROUND1000**	**Berkeley County Roundhouse P2**					**Groupable**	**PM3**
	CON	LOCAL	0	148,578	0	0	0	148,578
	CON	TAP	0	594,311	0	0	0	594,311
		Total	**0**	**742,889**	**0**	**0**	**0**	**742,889**
OBLIGATED								
B2022-17	**U302 4517 003 00**	**Meadow Lane RR**					**Groupable**	**PM1**
	CON	RHCH	0	360,000	0	0	0	360,000
	CON	STATE_WV	0	40,000	0	0	0	40,000
		Total	**0**	**400,000**	**0**	**0**	**0**	**400,000**
B2023-01	**S302 81 003 03**	**VA St Ln - Rest Area**					**Groupable**	**PM2**
	CON	NHPP	0	0	0	1,138,500	0	1,138,500
	CON	STATE_WV	0	0	0	11,500	0	11,500
		Total	**0**	**0**	**0**	**1,150,000**	**0**	**1,150,000**

MPO ID	State ID	Project Title						Groupable?	Performance Meas
			Funding Data						
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026		Total
B2023-02	**S302 81 1592 00**	**Exit 16 - Maryland St Ln**						**Groupable**	**PM2**
	CON	NHPP	0	0	0	3,375,000	0		3,375,000
	CON	STATE_WV	0	0	0	375,000	0		375,000
		Total	**0**	**0**	**0**	**3,750,000**	**0**		**3,750,000**
B2023-03	**S302 81 1222 00**	**Exit 12 - Exit 16**						**Groupable**	**PM2**
	CON	NHPP	0	0	0	1,831,500	0		1,831,500
	CON	STATE_WV	0	0	0	18,500	0		18,500
			0	**0**	**0**	**1,850,000**	**0**		**1,850,000**
B2023-04	**S385 STRIP 21-26 00**	**Roadway Striping (D5)**						**Groupable**	**PM2**
	CON	HSIP	0	1,876,700 ~~100,000~~	0	0	0		1,876,700 ~~100,000~~
	CON	STATE_WV	701,890	804,300 ~~1,049,794~~	0	580,987	0		2,087,177 ~~2,332,671~~
	CON	STBG <5K POP	818,964	0	0	0	0		818,964
	CON	STBG-FLEX	818,964	0 ~~2,349,520~~	0	739,437	0		1,558,401 ~~3,907,921~~
		Total	**2,339,818**	**~~3,499,314~~**	**0**	**1,320,424**	**0**		**~~7,159,556~~**
				2,681,000					**6,341,242**

MPO ID	State ID	Project Title						Groupable?	Performance Meas
			Funding Data						
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026		Total
B2023-05	**S385 RECAL 21 00**	**D-5 Recall Striping**						**Groupable**	**PM1**
	CON	HSIP	0	100,000	0	0	0		100,000
	CON	STATE_WV	108,000	143,550	0 ~~80,373~~	84,391	69,400		405,341 ~~485,714~~
	CON	STBG-FLEX	0	234,951	0 ~~187,535~~	196,912	162,000		593,863 ~~781,398~~
	CON	STP	252,000	0	0	0	0		252,000
		Total	**360,000**	**478,501**	**~~267,908~~ 0**	**281,303**	**231,400**		**~~1,619,112~~ 1,351,204**
B2023-06	**SF T685 NBIS 23 00**	**SF BR Inspect - D5**						**Groupable**	**PM2**
	ENG	HWI-BR	0	0	0 ~~360,000~~	240,000 ~~0~~	0		240,000 ~~360,000~~
	ENG	STATE_WV	180,000	300,000 ~~180,000~~	0 ~~180,000~~	300,000 ~~180,000~~	180,000		960,000 ~~900,000~~
	ENG	STBG	360,000	0	0	0	0		360,000
	ENG	STBG-FLEX	0	600,000 ~~360,000~~	0	360,000	360,000		1,320,000 ~~1,080,000~~
	ENG	STBG-OFF	360,000	600,000 ~~360,000~~	0 ~~360,000~~	600,000 ~~360,000~~	360,000		1,920,000 ~~1,800,000~~
		Total	**900,000**	**~~900,000~~ 1,500,000**	**~~900,000~~ 0**	**~~900,000~~ 1,500,000**	**900,000**		**~~4,500,000~~ 4,800,000**
B2023-07	**S302 11 0.31 00 21**	**Specks Run Rd Traffic Signal**						**Non-Groupable**	**PM1**
	ROW	STATE_WV	0	15,000	0	0	0		15,000
	ROW	STBG-FLEX	0	60,000	0	0	0		60,000
	CON	STATE_WV	0	0	80,000	0	0		80,000
	CON	STBG-FLEX	0	0	320,000	0	0		320,000
		Total	**0**	**75,000**	**400,000**	**0**	**0**		**475,000**

MPO ID	State ID	Project Title						Groupable?	Performance Meas
			Funding Data						
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026		Total
B2023-11	**U3021194700**	**Route 11 Turning Improvements**						**Groupable**	**PM1**
	CON	CMAQ 2.5	0	0	~~1,160,000~~ 1,093,141	0	0	1,093,141	~~1,160,000~~
	CON	STATE_WV	0	0	~~290,000~~ 273,285	0	0	273,285	~~290,000~~
		Total	**0**	**0**	**~~1,450,000~~ 1,366,426**	**0**	**0**		**~~1,450,000~~ 1,366,426**
B2023-13	**U30281000000**	**I-81 Signing**						**Groupable**	**PM1**
	ENG	STATE_WV	0	50,000	0	0	0		50,000
	ENG	STBG 5-50K POP	0	450,000	0	0	0		450,000
	CON	NHPP	0	0	0	5,000,000	0		5,000,000
		Total	**0**	**500,000**	**0**	**5,000,000**	**0**		**5,500,000**
B2023-14	**S385RDWY200**	**D5 Rdway Departure**						**Groupable**	**PM1**
	CON	HSIP	0	0 ~~112,500~~	112,500 ~~0~~	0	0		112,500
	CON	STATE_WV	0	0 ~~12,500~~	12,500 ~~0~~	0	0		12,500
		Total	**0**	**~~125,000~~ 0**	**~~0~~ 125,000**	**0**	**0**		**125,000**
B2023-15	**S302STPB0100**	**Sewage Treatment Plant Bridge**						**Groupable**	**PM2**
	ENG	HWI-OFF	0	0	300,000 ~~50,000~~	0	0	300,000	~~50,000~~
	ROW	HWI-OFF	0	0	0	10,000	0		10,000
	CON	HWI-OFF	0	0	0	0	125,000		125,000
		Total	**0**	**0**	**~~50,000~~ 300,000**	**10,000**	**125,000**		**~~185,000~~ 435,000**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
B2024-01	**S302 81 1811 00**	**Bessemer Overhead +1**					**Groupable**	**PM2**
	ENG	HWI-BR	0	30,960	0	0	0	30,960
	ENG	STATE_WV	0	7,740	0	0	0	7,740
	CON	HWI-BR	0	0	0	182,880	0	182,880
	CON	STATE_WV	0	0	0	45,720	0	45,720
		Total	**0**	**38,700**	**0**	**228,600**	**0**	**267,300**
B2024-02	**S 302 23 204 00**	**Butts Mill Bridge**					**Groupable**	**PM2**
	ENG	STATE_WV	0	80,000	0	0	0	80,000
	ENG	STBG-OFF	0	320,000	0	0	0	320,000
	ROW	HWI-BR	0	0	24,000	0	0	24,000
	ROW	STATE_WV	0	0	6,000	0	0	6,000
	CON	HWI-BR	0	0	0	720,000~~120,000~~	0	720,000~~120,000~~
	CON	STATE_WV	0	0	0	180,000 ~~30,000~~	0	180,000 ~~30,000~~
		Total	**0**	**400,000**	**30,000**	**~~150,000~~ 900,000**	**0**	**~~580,000~~ 1,330,000**
OBLIGATED								
B2024-03	**S 302 30 414 00**	**Arden-Nollville**					**Groupable**	**PM2**
	ENG	STATE_WV	0	1,000	0	0	0	1,000
	ENG	STBG-FLEX	0	4,000	0	0	0	4,000
	CON	STATE_WV	0	261,433	0	0	0	261,433
	CON	STBG-FLEX	0	1,045,733	0	0	0	1,045,733
		Total	**0**	**1,312,166**	**0**	**0**	**0**	**1,312,166**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
B2024-04	**S 302 26 504 00**	**Bunker Hill Mill**					**Groupable**	**PM2**
	ENG	HWI-BR	0	0	0	832,000	0	832,000
	ENG	STATE_WV	0	0	0	208,000	0	208,000
	ROW	HWI-BR	0	0	0	240,000	0	240,000
	ROW	STATE_WV	0	0	0	60,000	0	60,000
		Total	**0**	**0**	**0**	**1,340,000**	**0**	**1,340,000**
B2024-05	**S 302 15 161 00**	**Tuscarora Creek Bridge**					**Groupable**	**PM2**
	ENG	HWI-BR	0	0	0	10,800	0	10,800
	ENG	STATE_WV	0	0	0	2,700	0	2,700
		Total	**0**	**0**	**0**	**13,500**	**0**	**13,500**
B2024-06	**S202 1 343 00**	**Harlan Run Bridge**					**Groupable**	**PM2**
	ENG	HWI-BR	0	0	0	360,000	0	360,000
	ENG	STATE_WV	0	0	0	90,000	0	90,000
		Total	**0**	**0**	**0**	**450,000**	**0**	**450,000**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
B2024-07	**S302 930 010 00**	**New GM Access Road Bridge**					**Groupable**	**PM2**
	ENG	HWI-BR	0	0	0	40,000	0	40,000
	ENG	STATE_WV	0	0	0	10,000	0	10,000
	ROW	HWI-BR	0	0	0	160,000	0	160,000
	ROW	STATE_WV	0	0	0	40,000	0	40,000
	CON	HWI-BR	0	0	0	0	520,000	520,000
	CON	STATE_WV	0	0	0	0	130,000	130,000
		Total	**0**	**0**	**0**	**250,000**	**650,000**	**900,000**
B2024-08	**S302 256 003 00**	**Old Mill Road Bridge**					**Groupable**	**PM2**
	ENG	HWI-BR	0	0	0	0	600,000	600,000
	ENG	STATE_WV	0	0	0	0	0	0
	ROW	HWI-BR	0	0	0	0	100,000	100,000
	ROW	STATE_WV	0	0	0	0	0	0
		Total	**0**	**0**	**0**	**0**	**700,000**	**700,000**
B2024-09	**S302 7 777 00**	**Elk Branch #3**					**Groupable**	**PM2**
	CON	HWI-BR	0	0	0	0	19,656	19,656
	CON	STATE_WV	0	0	0	0	4,914	4,914
		Total	**0**	**0**	**0**	**0**	**24,570**	**24,570**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
B2024-10	**S302-081/00 1.5 00 23**	**I-81 Welcome Centers & Overnight Truck Parking**					**Non-Groupable**	**PM3**
	ENG	NHPP	0	1,080,000	0	0	0	1,080,000
	ENG	STATE_WV	0	120,000	0	0	0	120,000
	CON	NHPP	0	0	16,200,000	0	0	16,200,000
	CON	STATE_WV	0	0	1,800,000	0	0	1,800,000
		Total	**0**	**1,200,000**	**18,000,000**	**0**	**0**	**19,200,000**
B2024-11	**S302 011/00 14. 13 00**	**Queen St @ Moler Ave Signal Renovation and Ped Upgrade**					**Non-Groupable**	**PM3**
	ENG	CARB	0	10,000	0	0	0	10,000
	ROW CRP 50-200K POP	~~CARB~~	0	0 ~~10,000~~	10,000 ~~0~~	0	0	10,000
	CON CRP 50-200K POP	~~CARB~~	0	0 ~~320,000~~	320,000 ~~0~~	0	0	320,000
		Total	**0**	**~~340,000~~**	**~~0~~**	**0**	**0**	**340,000**
NEW PROJECT				**0**	**330,000**			
B2024-12	**U302 11 590 00**	**US 11 @ Hatchery Rd Improvements**					**Groupable**	**PM2**
	ENG	STATE_WV	0	0	15,000	0	0	15,000
	ENG	STBG -FLEX	0	0	60,000	0	0	60,000
	ROW	STATE_WV	0	0	0 ~~20,000~~	20,000 ~~0~~	0	20,000
	ROW	STBG -FLEX	0	0	0 ~~80,000~~	80,000 ~~0~~	0	80,000
	CON	STATE_WV	0	0	0	0	0	0
	CON	STBG 50-200K POP	0	0	0	0	2,500,000	2,500,000
		Total	**0**	**0**	**~~175,000~~**	**0**	**2,500,000**	**2,675,000**
					75,000	**100,000**		

MPO ID	State ID	Project Title						Groupable?	Performance Meas
			Funding Data						
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026		Total
NEW PROJECT									
B2024-13	**S302-081/00 0.00 00 23**	**I81 Exit 20 SB Ramp Widening**						**Groupable**	**PM3**
	ROW	NHPP	0	0	9,000	0	0		9,000
	ROW	STATE_WV	0	0	1,000	0	0		1,000
	CON	NHPP	0	0	495,000	0	0		495,000
	CON	STATE_WV	0	0	55,000	0	0		55,000
		Total	**0**	**0**	**560,000**	**0**	**0**		**560,000**
NEW PROJECT									
B2024-14	**U302 901 541 00**	**Hammonds Mill Rd RTL**						**Groupable**	**PM1**
	ENG	STATE_WV	0	0	3,000	0	0		3,000
	ENG	~~STBG~~ CRP 50-200K POP	0	0	12,000	0	0		12,000
	ROW	STATE_WV	0	0	2,000	0	0		2,000
	ROW	~~STBG~~ CRP 50-200K POP	0	0	8,000	0	0		8,000
	CON	STATE_WV	0	0	50,000	0	0		50,000
	CON	~~STBG~~ CRP 50-200K POP	0	0	200,000	0	0		200,000
		Total	**0**	**0**	**275,000**	**0**	**0**		**275,000**
NEW PROJECT									
B2024-15	**S302 009 01089 00**	**Clarence Martin Jr Memorial Br**						**Groupable**	**PM2**
	CON	HWI-BR	0	0	1,100,503	0	0		1,100,503
	CON	STATE_WV	0	0	275,125	0	0		275,125
		Total	**0**	**0**	**1,375,628**	**0**	**0**		**1,375,628**

MPO ID	State ID	Project Title						Groupable?	Performance Meas
			Funding Data						
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026		Total
J2014-05	**U319-SHEPH-8.00**	**Shepherdstown Bike Path**						**Groupable**	**PM3**
	CON	LOCAL	0	0 ~~265,100~~	265,100 0	0	0	0	265,100
	CON	NRT	0	0 ~~850,400~~	850,400 0	0	0	0	850,400
	CON	TAP	0	0 ~~416,600~~	416,600 0	0	0	0	416,600
		Total	**0**	**~~1,532,100~~ 0**	**0 1,532,100**	**0**	**0**		**1,532,100**
J2017-01	**U319-RANSO-1**	**Ranson 5th Ave Complete Street**						**Groupable**	**PM3**
	ENG	LOCAL	0	0 ~~12,500~~	12,500 ~~0~~	0	0	0	12,500
	ENG	TAP	0	0 ~~50,000~~	50,000 ~~0~~	0	0	0	50,000
	CON	LOCAL	0	0 ~~162,500~~	162,500 ~~0~~	0	0	0	162,500
	CON	TAP	0	0 ~~650,000~~	650,000 ~~0~~	0	0	0	650,000
		Total	**0**	**~~875,000~~ 0**	**~~0~~ 875,000**	**0**	**0**		**875,000**
J2017-03	**U319-HARPE-2**	**Harpers Ferry High St**						**Groupable**	**PM3**
	CON	LOCAL	0	~~80,000~~	80,000 ~~0~~	0	0	0	80,000
	CON	TAP	0	~~320,000~~	320,000 ~~0~~	0	0	0	320,000
		Total	**0**	**~~400,000~~ 0**	**~~0~~ 400,000**	**0**	**0**		**400,000**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
J2019-05.04	**U319-FLOSP-1**	**Flowing Springs Park Trail**					**Groupable**	**PM3**
	CON	FLAP	0	0	251,443	0	0	251,443
		Total	**0**	**0**	**251,443**	**0**	**0**	**251,443**
J2019-05.06	**U319 ARM PR1 00**	**Armory Canal Trail**					**Groupable**	**PM3**
	ENG	FLAP	0	0 ~~100,000~~	100,000 ~~0~~	0	0	100,000
	CON	FLAP	0	0	385,188	0	0	385,188
	CON	LOCAL	0	0	96,298	0	0	96,298
		Total	**0**	**~~100,000~~ 0**	**~~481,486~~ 581,486**	**0**	**0**	**581,486**
OBLIGATED								
J2021-03	**S319 115 420 00**	**Evitts Creek Br/ Bloomery (GO Bond 2/3)**					**Groupable**	**PM2**
	CON	STATE_WV	0	1,258,000	0	0	0	1,258,000
		Total	**0**	**1,258,000**	**0**	**0**	**0**	**1,258,000**
J2023-01	**S319 115 00790 00**	**Ranson & Charles Town +1**					**Groupable**	**PM2**
	CON	STATE_WV	0	0	0	94,800	0	94,800
	CON	STBG 5-50K POP	0	0	0	379,200	0	379,200
		Total	**0**	**0**	**0**	**474,000**	**0**	**474,000**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
J2023-03	**TAP2022045D**	**Fifth Avenue Streetscape**					**Groupable**	**PM3**
	ENG	LOCAL	0	12,187	0	0	0	12,187
	ENG	TAP	0	48,748	0	0	0	48,748
	CON	LOCAL	0	0 ~~333,104~~	333,104 ~~0~~	0	0	333,104
	CON	TAP	0	0 ~~1,332,416~~	1,332,416 ~~0~~	0	0	1,332,416
		Total	**0**	**~~1,726,455~~**	**~~0~~**	**0**	**0**	**1,726,455**
				0	**1,665,520**			
J2023-04	**T219 340 856 00 21**	**Charles Town I/C Design Study**					**Groupable**	**PM1**
	ENG	NHPP	0	1,800,000	0	0	0	1,800,000
	ENG	STATE_WV	0	200,000	0	0	0	200,000
		Total	**0**	**2,000,000**	**0**	**0**	**0**	**2,000,000**
J2023-05	**U31934000000**	**US 340 Signing**					**Groupable**	**PM1**
	ENG	~~CMAQ~~ CRP <5K POP	0	200,000 ~~0~~	0 ~~200,000~~	0	0	200,000
	ENG	STATE_WV	0	50,000 ~~0~~	0 ~~50,000~~	0	0	50,000
	CON	NHPP	0	0	0	2,000,000	0	2,000,000
	CON	STATE_WV	0	0	0	500,000	0	500,000
		Total	**0**	**~~0~~**	**~~250,000~~**	**2,500,000**	**0**	**2,750,000**
				250,000	**0**			

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
J2024-01	**U319 115 00 640 00 22**	**Jefferson Ave Turn Lane & Traffic Signal**					**Non-Groupable**	**PM1**
	ENG	STATE_WV	0	2,000	0	0	0	2,000
	ENG	STBG-FLEX	0	8,000	0	0	0	8,000
	ROW	CMAQ	0	16,000	0	0	0	16,000
	ROW	STATE_WV	0	4,000	0	0	0	4,000
	CON	~~CRP <5K POP~~ CMAQ	0	~~496,000~~	496,000 ~~0~~	0	0	496,000
	CON	STATE_WV	0	~~124,000~~	124,000 ~~0~~	0	0	124,000
		Total	**0**	**~~650,000~~**	**~~0~~**	**0**	**0**	**650,000**
				30,000	**620,000**			
J2024-02	**S319 480 347 00**	**Ridge Road-Morgan Grove**					**Groupable**	**PM2**
	ENG	STATE_WV	0	1,000	0	0	0	1,000
	ENG	STBG <5K POP	0	4,000	0	0	0	4,000
	CON	STATE_WV	0	0 ~~179,305~~	179,305 ~~0~~	0	0	179,305
	CON	STBG~~-FLEX~~ <5K POP	0	0 ~~717,221~~	717,221 ~~0~~	0	0	717,221
		Total	**0**	**~~901,526~~**	**~~0~~**	**0**	**0**	**901,526**
				5,000	**896,526**			
J2024-03	**S319 115 00790 00**	**Ranson (N. Mildred)**					**Groupable**	**PM2**
	ENG	STATE_WV	0	1,000	0	0	0	1,000
	ENG	STBG-FLEX	0	4,000	0	0	0	4,000
	CON	STATE_WV	0	0 ~~163,103~~	163,103 ~~0~~	0	0	163,103
	CON	STBG~~-FLEX~~ 5-50K POP	0	0 ~~652,410~~	652,410 ~~0~~	0	0	652,410
		Total	**0**	**~~820,513~~**	**~~0~~**	**0**	**0**	**820,513**
				0	**815,513**			

MPO ID	State ID	Project Title						Groupable?	Performance Meas
			Funding Data						
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026		Total
J2024-04	**U319 CHA RL 300**	**Charles Town South George Street Pedestrian Improvements**						**Groupable**	**PM3**
	CON	LOCAL	0	0	0	20,449	0		20,449
	CON	TAP	0	0	0	81,797	0		81,797
		Total	**0**	**0**	**0**	**102,246**	**0**		**102,246**
J2024-05	**S319 17 073 00**	**Arsenio Albert Alvarez Memorial Bridge**						**Groupable**	**PM2**
	ENG	HWI-BR	0	16,000	0	0	0		16,000
	ENG	STATE_WV	0	4,000	0	0	0		4,000
	CON	HWI-BR	0	0	0	560,000	0		560,000
	CON	STATE_WV	0	0	0	140,000	0		140,000
		Total	**0**	**20,000**	**0**	**700,000**	**0**		**720,000**
J2024-06	**U319 115 598 00**	**Hillside Dr Roundabout**						**Non-Groupable**	**PM3**
	ENG	STATE_WV	0	12,000	0	0	0		12,000
	ENG	STBG-FLEX	0	48,000	0	0	0		48,000
	CON	STATE_WV	0	0	0	300,000	0		300,000
	CON	STBG <5K POP	0	0	0	1,200,000	0		1,200,000
		Total	**0**	**60,000**	**0**	**1,500,000**	**0**		**1,560,000**

MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
OBLIGATED								
J2024-07	**U319 340 000 02**	**VA Line-Charles Town Rd Mitigation**					**Groupable**	**PM3**
	OTH	OTHER-BOND	0	27,936	0	0	0	27,936
	OTH	STATE_WV	0	6,984	0	0	0	6,984
		Total	**0**	**34,920**	**0**	**0**	**0**	**34,920**
J2024-08	**S319-045/00 1 .94 00 23**	**Maddex Square Ped Crossing**					**Non-Groupable**	**PM3**
	ENG	~~CARB~~ CRP 50-200K POP	0	10,000 30,000	10,000 0	0	0	30,000 ~~10,000~~
	ROW	~~CARB~~ CRP 50-200K POP	0	0	10,000	0	0	10,000
	CON	~~CARB~~ CRP 50-200K POP	0	0 150,000	~~10,000~~	0	0	150,000 ~~10,000~~
		Total	**0**	**~~10,000~~**	**~~20,000~~**	**0**	**0**	**~~30,000~~**
				0	**~~30,000~~**			**190,000**
					190,000			
J2024-09	**U219-51-7.00 02**	**W Washington Street**					**Groupable**	**PM1**
	ENG	RHCH	0	0	585,000	0	0	585,000
	ENG	STATE_WV	0	0	65,000	0	0	65,000
		Total	**0**	**0**	**650,000**	**0**	**0**	**650,000**
NEW PROJECT Amendment								
J2024-10	**U319-009/00 8.23 00 23**	**Flowing Springs Exit Lighting**					**Non-Groupable**	**PM1**
	ENG	HSIP	0	0	50,000	0	0	50,000
	CON	HSIP	0	0	250,000	0	0	250,000
		Total	**0**	**0**	**300,000**	**0**	**0**	**300,000**

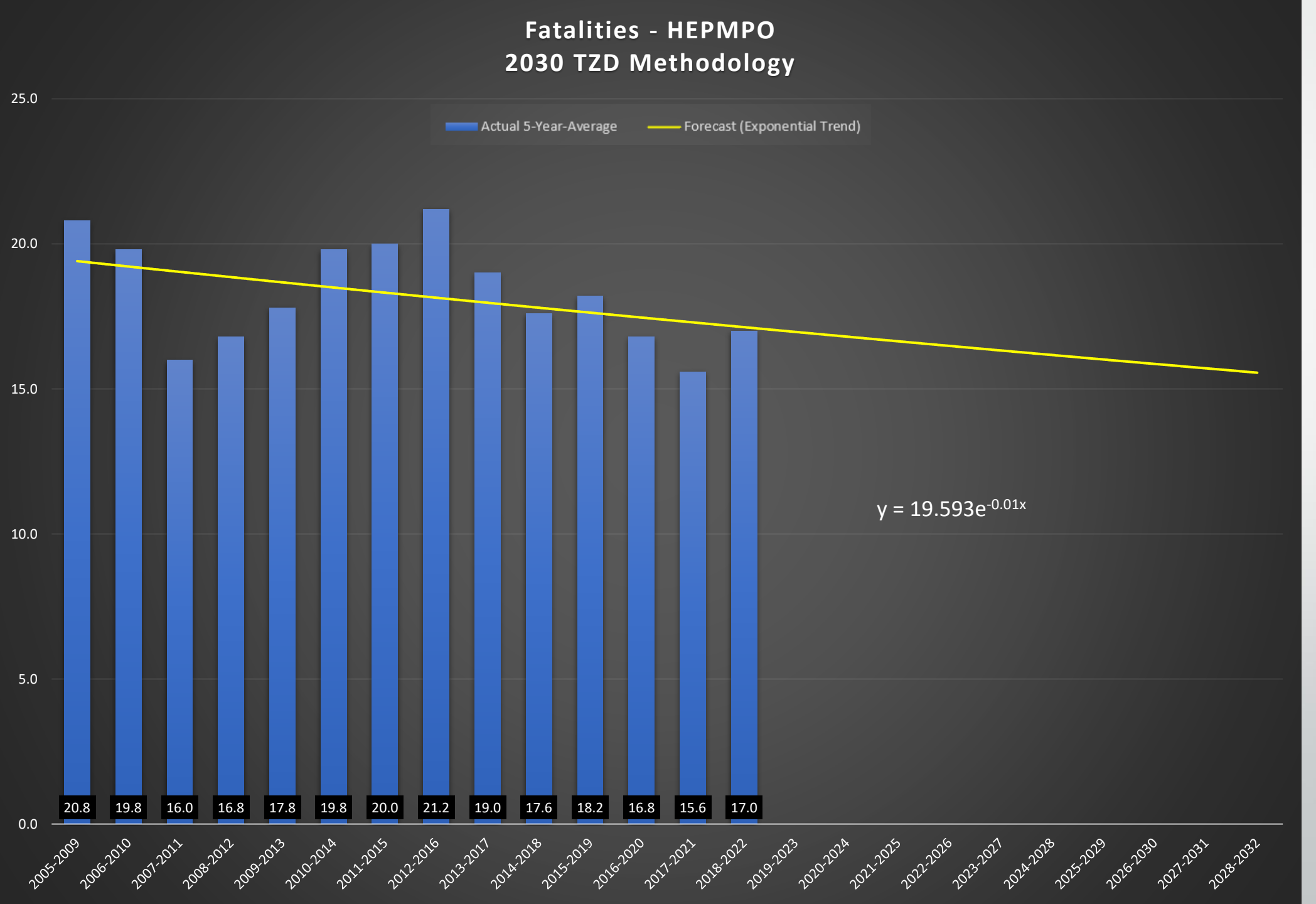
MPO ID	State ID	Project Title					Groupable?	Performance Meas
			Funding Data					
	Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	Total
NEW PROJECT								
J2024-11	**S319- 017 0.00 00**	**Flowing Springs Road**					**Groupable**	**PM2**
	ENG	STATE_WV	0	0	1,000	0	0	1,000
	ENG	STBG	0	0	4,000	0	0	4,000
	CON	STATE_WV	0	0	0	71,000	0	71,000
	CON	STBG	0	0	0	284,000	0	284,000
		Total	**0**	**0**	**5,000**	**355,000**	**0**	**360,000**

Safety Performance Measure	Goal	Safety Performance Target Year			2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
		Baseline for Safety Performance Target Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
		5 Year Time Period	2005-2009	2006-2010	2007-2011	2008-2012	2009-2013	2010-2014	2011-2015	2012-2016	2013-2017	2014-2018	2015-2019	2016-2020	2017-2021	2018-2022	2019-2023	2020-2024	2021-2025
Annual VMT	NA	Avg Actual VMT	14.054	14.167	14.016	13.914	14.162	14.355	14.703	15.300	15.676	15.581	15.653	15.035	14.169	13.449			
		Avg VMT (Including Estimates)		14.125	14.306	13.845	13.735	14.473	14.507	15.342	15.831	15.626	15.604	15.530	14.456	13.455	12.769	12.044	11.810
Fatalities	Zero Fatalities by 2050 (from 2021)	Actual 5-Year Average	28.0	27.8	27.6	25.0	23.2	22.6	23.2	21.6	20.6	19.4	20.2	22.8	22.8	23.4			
		Target 5-Year Average		27.3	27.1	26.9	24.4	22.7	22.1	22.6	21.1	20.1	19.0	19.6	21.9	21.8	20.8	23.0	19.7
		Target Met/Not Met			Met	Met	Met	Met	Met	Met	Not Met	Met	Not Met	Not Met	Not Met	Not Met			
		Better than Baseline?			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No			
		Met or Made Significant Progress			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No			
Fatality Rate	Zero Fatalities by 2050 (from 2021)	Actual 5-Year Average	1.992	1.967	1.979	1.805	1.653	1.595	1.605	1.417	1.312	1.243	1.289	1.548	1.654	1.773			
		Target 5-Year Average		2.006	1.747	1.934	1.663	1.652	1.576	1.380	1.365	1.220	1.233	1.298	1.743	1.800	1.905	1.892	1.673
		Target Met/Not Met			Not Met	Not Met	Met	Met	Met	Not Met	Not Met	Not Met	Met	Not Met	Not Met	Met			
		Better than Baseline?			Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No			
		Met or Made Significant Progress			Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes			
Serious Injuries	66% Reduction in Serious Injuries by 2050 (from 2021)	Actual 5-Year Average	363.0	287.2	205.2	134.2	126.8	118.2	117.6	110.0	97.8	89.6	86.6	84.8	81.8	81.4			
		Target 5-Year Average						121.8	113.5	112.6	105.2	93.5	85.7	82.6	80.5	77.4	73.0	77.4	76.1
		Target Met/Not Met						Met	Met	Met	Met	Met	Met	Met	Met	Met			
		Better than Baseline?						Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
		Met or Made Significant Progress						Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
Serious Injury Rate	66% Reduction in Serious Injuries by 2050 (from 2021)	Actual 5-Year Average	9.135	11.984	11.040	10.557	10.525	10.872	8.487	7.484	6.823	6.702	6.373	6.468	6.793	6.105			
		Target 5-Year Average						8.332	8.726	7.229	6.046	5.375	5.294	5.574	5.673	5.982	6.104	6.438	6.445
		Target Met/Not Met						Not Met	Met	Not Met	Not Met	Not Met	Not Met	Not Met	Not Met	Not Met			
		Better than Baseline?						No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes			
		Met or Made Significant Progress						No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes			
Bike & Ped Fatal & Serious Injuries	66% Reduction in Fatal & Serious Injuries by 2050 (from 2021)	Actual 5-Year Average	9.0	8.2	8.6	9.8	10.6	10.8	10.8	10.6	8.6	8.6	8.8	9.2	10.0	12.6			
		Target 5-Year Average						10.2	10.3	10.3	10.1	8.2	8.2	8.3	8.6	9.3	8.6	15.36	16.73
		Target Met/Not Met						Not Met	Not Met	Not Met	Met	Not Met	Not Met	Not Met	Not Met	Not Met			
		Better than Baseline?						No	No	Yes	Yes	Yes	No	No	No	No			
		Met or Made Significant Progress						No	No	Yes	Yes	Yes	No	No	No	No			

Past Performance Measure - Will Not Change

Actual Finalized Numbers

Safety Performance Measure	*Goal*	**Safety Performance Target Year**			**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**
		Baseline for Safety Performance Target Year	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
		5 Year Time Period	**2005-2009**	**2006-2010**	**2007-2011**	**2008-2012**	**2009-2013**	**2010-2014**	**2011-2015**	***2012-2016***	**2013-2017**	**2014-2018**	**2015-2019**	**2016-2020**	**2017-2021**	**2018-2022**	**2019-2023**
Estimation of State FHWA Required SPMs Met or Making Significant Progress	*4 out of 5 SPMs Met or Making Significant Progress*	***Fatalities***						***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***No***	***No***	
		Fatality Rate/100 Million VMT						***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***No***	***No***	***Yes***	
		Serious Injuries						***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	
		Serious Injury Rate/100 Million VMT						***No***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***No***	***Yes***	
		Non-Motorist Fatalities and Serious Injuries						***No***	***No***	***Yes***	***Yes***	***Yes***	***No***	***No***	***No***	***No***	
		Met or Made Significant Progress						***No***	***Yes***	***Yes***	***Yes***	***Yes***	***Yes***	***No***	***No***	***No***	

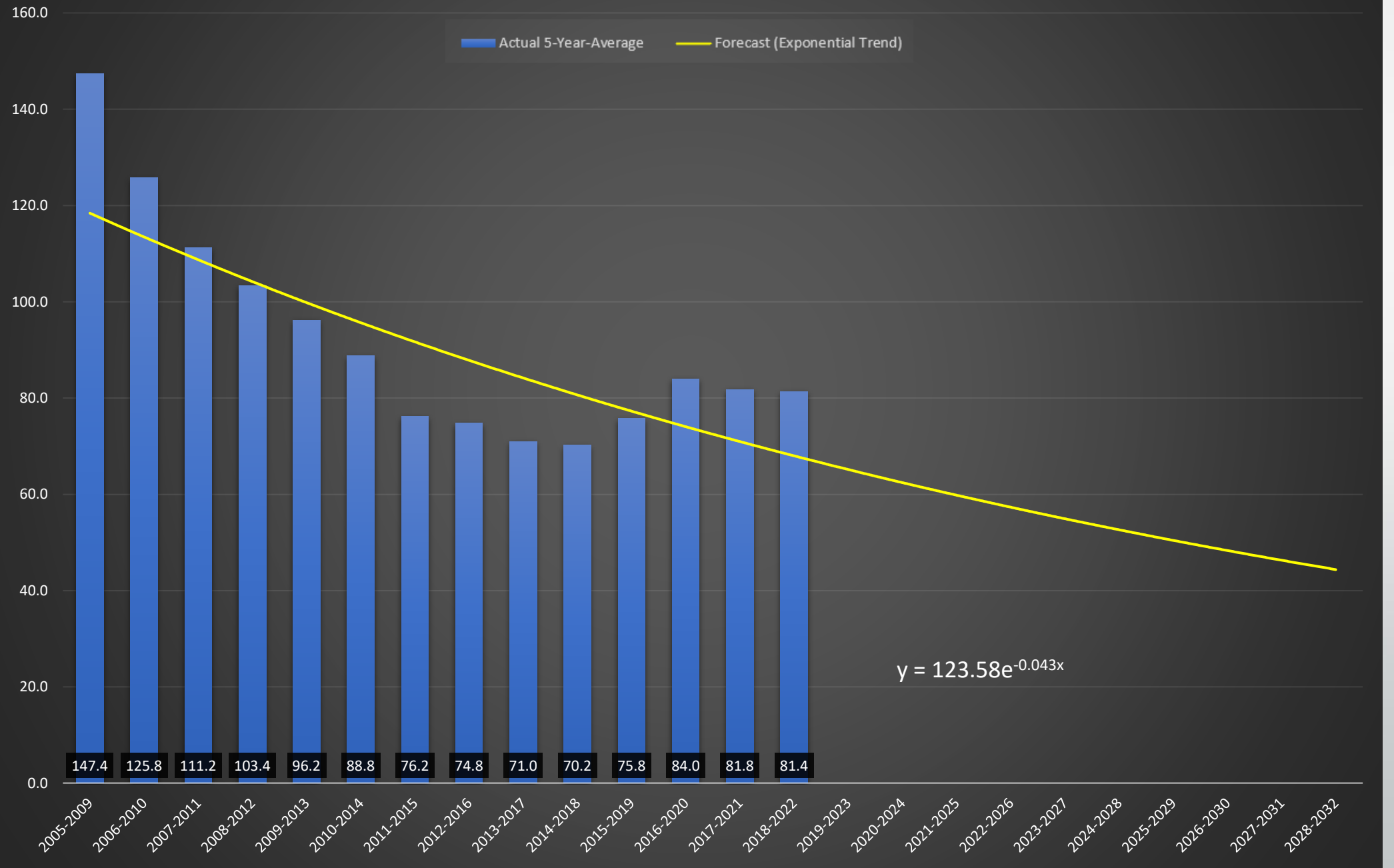


Interim Targets

2021: **16.9**
2022: **16.7**
2023: **16.5**
2024: **16.4**
2025: **16.2**

ZERO DEATHS MARYLAND

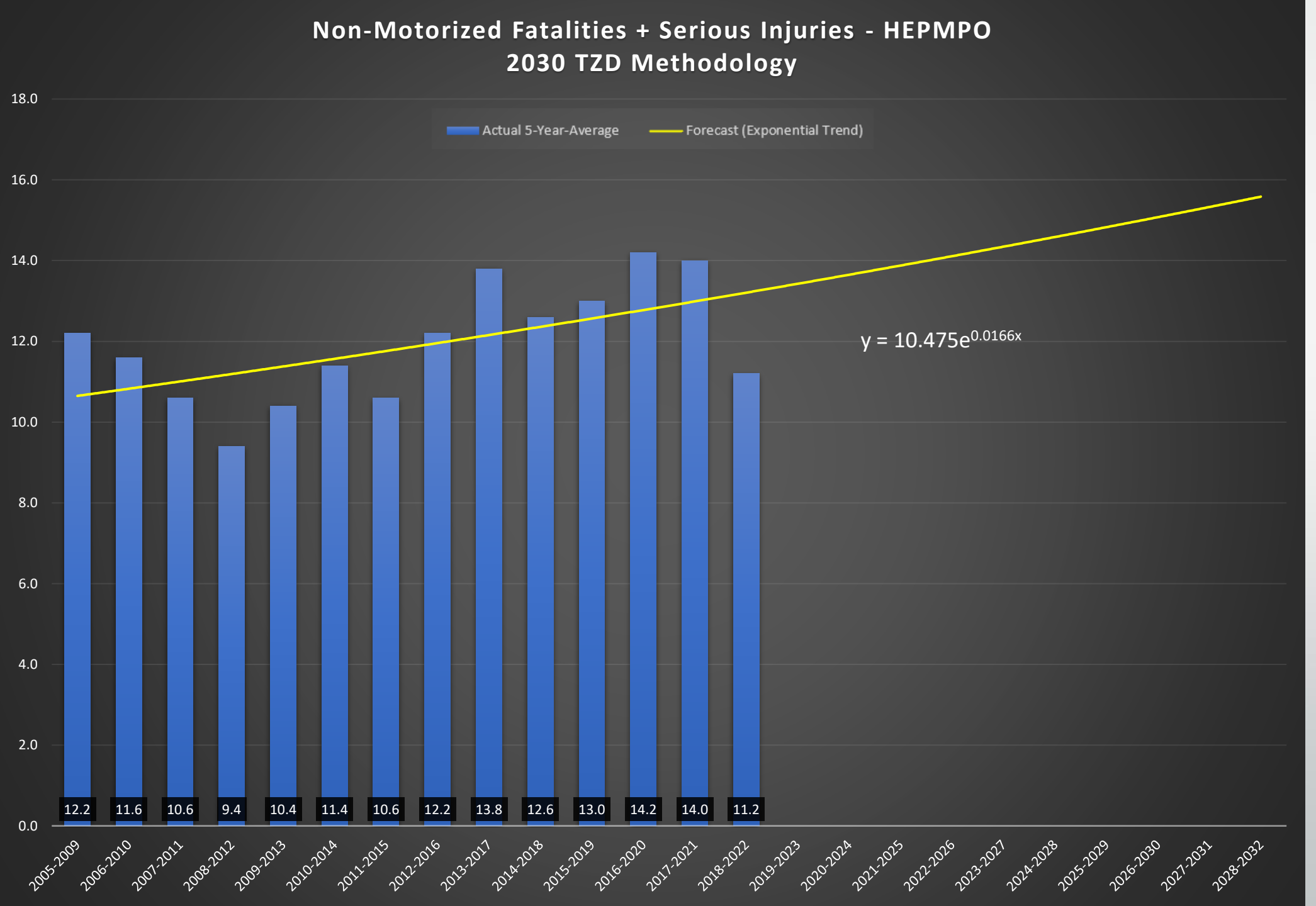
Serious Injuries - HEPMPO
2030 TZD Methodology



Interim Targets

2021: **64.8**
2022: **62.1**
2023: **59.5**
2024: **57.0**
2025: **54.6**

ZERO DEATHS MARYLAND

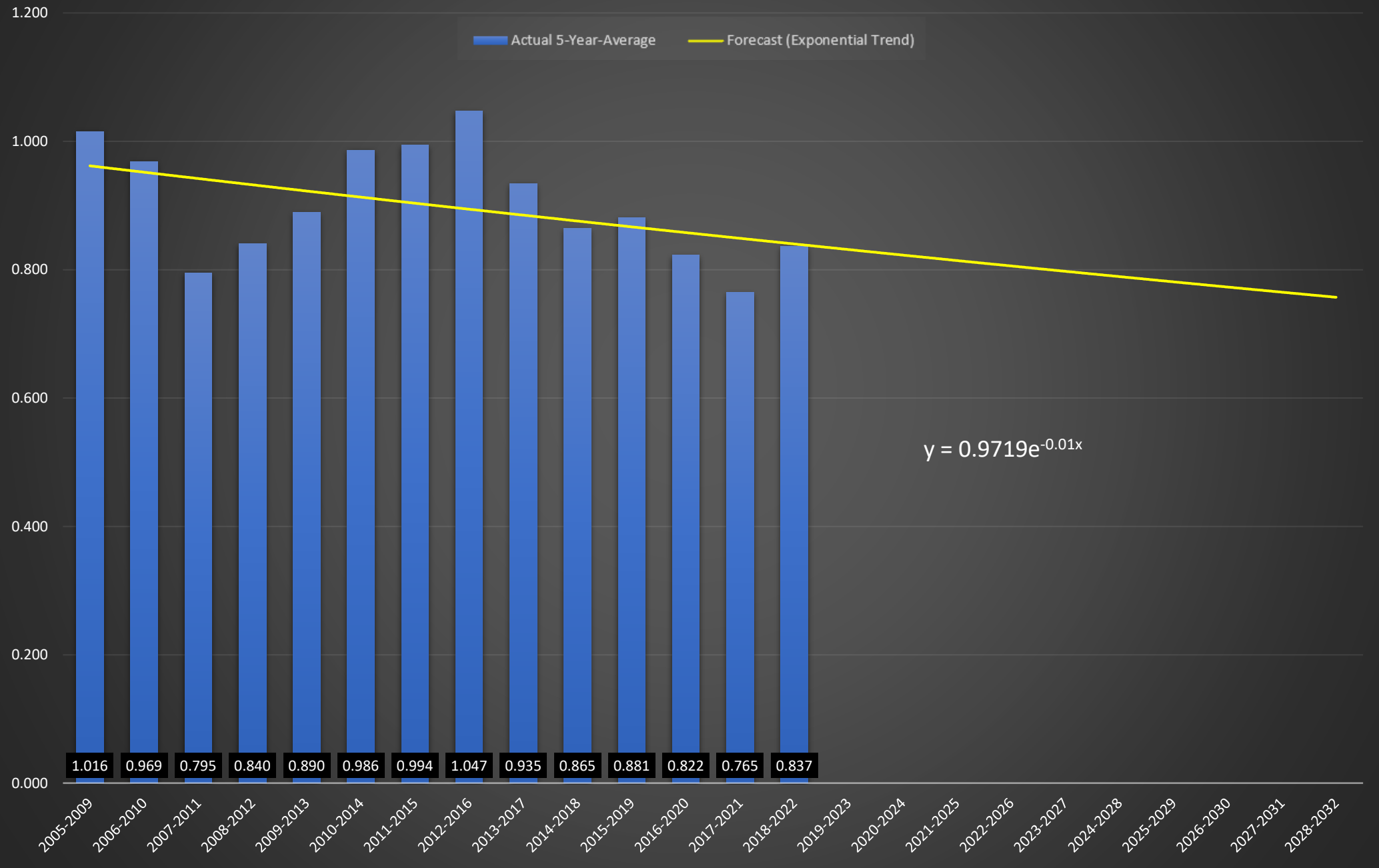


Interim Targets

2021: **11.0**
2022: **10.8**
2023: **10.5**
2024: **10.3**
2025: **10.1**

ZERO DEATHS MARYLAND

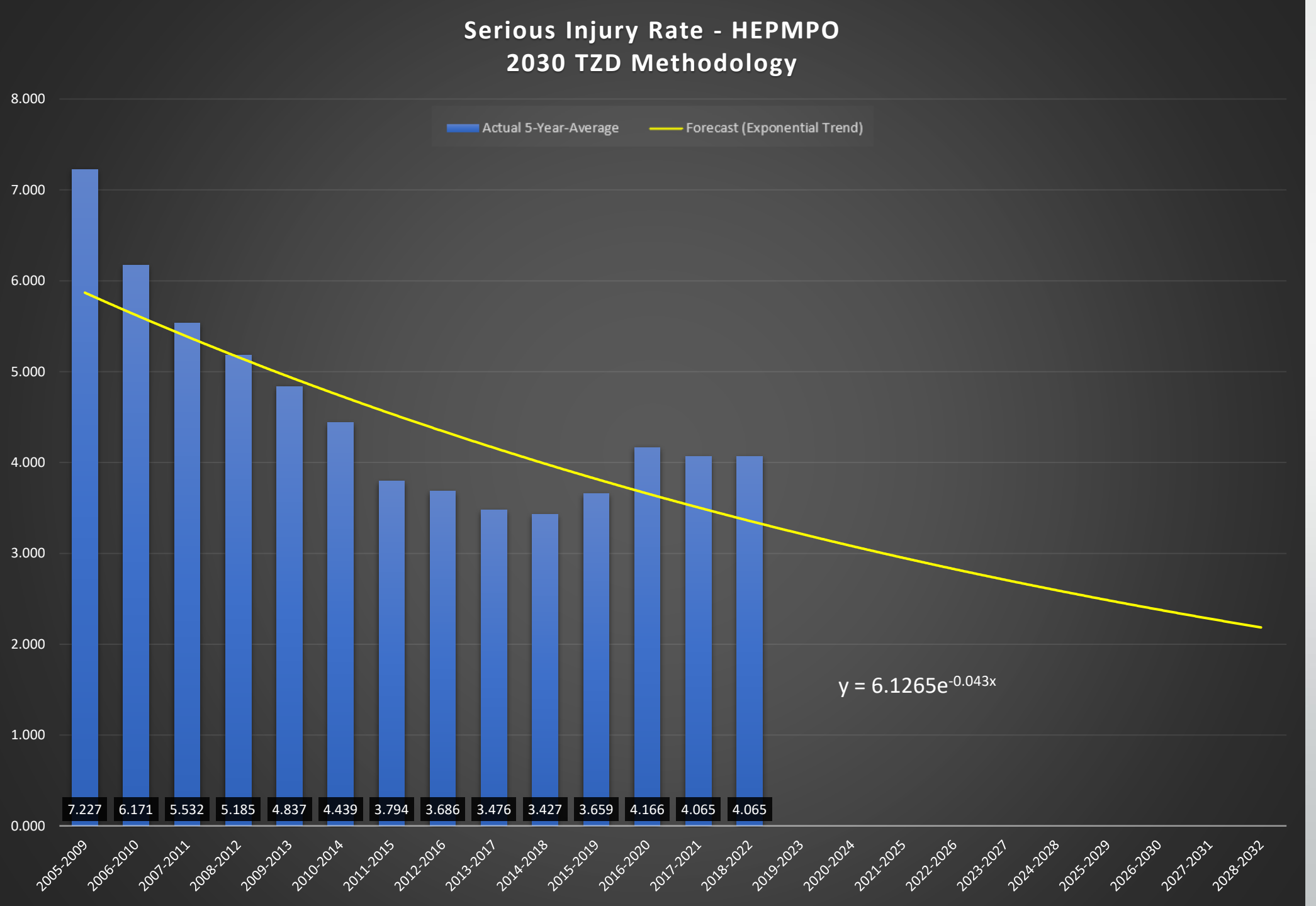
Fatality Rate - HEPMPO
2030 TZD Methodology



Interim Targets

2021: **0.837**
2022: **0.828**
2023: **0.820**
2024: **0.812**
2025: **0.804**

ZERO DEATHS MARYLAND



Interim Targets

2021: **3.214**
2022: **3.079**
2023: **2.949**
2024: **2.825**
2025: **2.706**

ZERO DEATHS MARYLAND

Individual Year Historical Data - HEPMPO

MEASURE	Baseline Data Years									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Number of fatalities	21	25	17	18	14	14	28	10	12	21
Fatalities/100 million VMT	1.03	1.26	0.85	0.88	0.67	0.68	1.34	0.56	0.59	1.03
Number of serious injuries	80	72	44	80	79	76	100	85	69	77
Serious injuries/100 million VMT	3.91	3.61	2.20	3.90	3.76	3.66	4.77	4.73	3.39	3.76
Non-motorized fatalities & serious injuries	14	14	9	14	18	8	16	15	13	4
VMT	2,048	1,992	2,003	2,053	2,099	2,074	2,095	1,797	2,033	2,047

PERFORMANCE MEASURES

Transit Asset Management

Under the requirements of MAP-21, the Federal Transit Administration (FTA) Transit Asset Management Final Rule was published July 26, 2016 in the Federal Register and became effective October 1, 2016. The final rule established minimum Federal requirements for transit asset management that include:

- Establishing Transit Asset Management (TAM) Performance Targets
- Coordinating the Performance Targets with the State DOTs and MPOs
- Develop of Transit Asset Management Plans (TAMP)
- Reporting of asset inventories, conditions, and performance measures through the National Transit Database

The above requirements apply to all recipients of Federal financial assistance under 49 U.S.C. Chapter 53 who own, operate, or manage public transportation capital assets. Transit Asset Management (TAM), is a model that uses the condition of assets to guide the optimal prioritization of funding at transit agencies in order to keep transit networks in a State of Good Repair (SGR).

The FTA is implementing TAM using a two-tiered approach in order to reduce TAM requirements for agencies operating smaller fleets. They are defined as such:

- Tier I: A Tier I provider is a recipient who owns, operates, or manages 101 or more vehicles in revenue service during peak regular service across all fixed route modes or in any one non-fixed route mode, or who operates rail transit.
- Tier II: A Tier II provider is a recipient who owns, operates, or manages 100 or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode; a sub-recipient under the 5311 Rural Area Formula program; a sub-recipient under the 5310 Seniors and Individuals with Disabilities program who operates an open-door service; or any American Indian tribe.

Within the HEPMPO region, both the Washington County Transit (WCT) and Eastern Panhandle Transit Authority (EPTA) are classified as Tier II operators. The final performance measures that all Tier II Locally Operated Transit Services (LOTS) will be required to adopt are:

- **Rolling Stock (Revenue Vehicles)**: Percent (%) of revenue vehicles within a particular asset class that have met or exceeded their useful life benchmark
- **Facilities**: Percent (%) of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) scale
- **Infrastructure (Guideway)**: Percent (%) of guideway directional route miles with performance restrictions by class (*not applicable to the HEPMPO region*)

- **Equipment (Non-revenue vehicles)**: Percent (%) of vehicles that have met or exceeded their useful life benchmark

To create consistency across Maryland, the Maryland Transit Authority (MTA) coordinated the participation between all the Tier II LOTS to develop a single set of unified TAM performance targets. These targets were then adopted by WCT and are shown in the charts below. Similarly, the West Virginia Division of Public Transit (WVDPT) also coordinated with all the Tier II LOTS in West Virginia to develop a single set of unified TAM performance targets. EPTA then adopted the targets shown in the charts below.
Per the requirements of the TAM Final Rule, HEPMPO coordinated with MTA and WV DPT to establish the performance targets for the categories listed above. HEPMPO acknowledges that the transit projects contained within the TIP will help achieve the SGR targets.

Maryland – Washington County Transit (WCT)

The WCT performance targets are as follows:

Rolling Stock (Revenue Vehicles): % of assets at or past their useful life [6]

Asset Class (NTD)*	Baseline (% past useful life)	FY 2022 Targets
Bus (Heavy and Medium Duty)	21%	22%
Cutaway Bus	24%	28%
Automobile	41%	47%
Van	5%	11%

* The National Transit Database (NTD), administered by FTA

Equipment (Non-revenue vehicles): % of assets at or past their useful life [6]

Asset Class (NTD)*	Baseline (% past useful life)	FY 2022 Targets
Trucks/ Other Rubber Tire Vehicles	53%	57%

* The National Transit Database (NTD), administered by FTA

[6] Maryland MTA TAM Baseline and FY 2021 Targets adopted February 2, 2022.

Facilities: % of assets rated below condition '3' on the TERM scale [6]

Asset Class (NTD)*	Baseline (% below '3' on TERM Scale)	FY 2022 Targets
Administrative/ Maintenance	0%	0%
Passenger / Parking	0%	0%

* The National Transit Database (NTD), administered by FTA

West Virginia – Eastern Panhandle Transit Authority (EPTA)

EPTA Performance Targets [7]

Category	Class	2023 Actual	~~2022 Actual~~	2023 Targets	2024 Targets
Rolling Stock	12-Year / 500K Miles	94%	~~78%~~	79%	95%
	10-Year / 350K Miles	87%	~~83%~~	84%	89%
	7-Year / 200K Miles	70%	~~86%~~	87%	75%
	5-Year / 150K Miles	71%	~~72%~~	73%	73%
	4-Year / 100K Miles	77%	~~76%~~	78%	79%
Facility	Admin, Maintenance, Storage	70%	~~100%~~	100%	75%
	Transfer Center	100%	~~100%~~	100%	100%
Equipment	Support Vehicles	39%	~~76%~~	77%	40%
	Maintenance-Equipment	30%	~~63%~~	65%	35%

* The National Transit Database (NTD), administered by FTA

[7] West Virginia DPT TAM ~~FY 2022 Targets adopted October 19, 2022.~~
FY 2024 Targets adopted January 17, 2024 (tentatively).

Transit Safety Performance Measures

On July 19, 2018, FTA published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307) and all rail transit operator recipients.

As described in FTA's National Public Transportation Safety Plan, transit providers must establish by mode seven safety performance targets in four categories:

- Fatalities: Total number of fatalities reported to NTD and rate per total vehicle revenue miles (VRM) by mode.
- Injuries: Total number of injuries reported to NTD and rate per total VRM by mode.
- Safety Events: Total number of safety events reported to NTD and rate per total VRM by mode.
- System Reliability: Mean distance between major mechanical failures by mode

HEPMPO is required to set performance targets for each performance measure, per 23 C.F.R. § 450.306. Those performance targets must be established 180 days after the transit agency established their performance targets. Per 49 C.F.R. § 673.15(b), MTA, EPTA and WCT have coordinated with HEPMPO in the selection safety performance targets.

Maryland - Maryland Transit Administration

Mode of Transit Service	Fatalities	Fatalities (per 1M VRM)	Injuries	Injuries (per 1M VRM)	Safety Events	Safety Events (per 1M VRM)	System Reliability (MDBF)
Local Bus	2	0.1	141	7.1	57	2.9	6,000
Light Rail	1	0.3	16	5.5	19	6.6	900
Metro Subway	1	0.2	42	9.3	8	1.9	6,000
Mobility	0	0	77	4.3	33	1.9	15,000
Commuter Bus	0	0	0	0	0	0	25,000

* MDOT MTA Safety Performance Targets, 2023

Maryland - Washington County Transit

Mode of Transit Service	Fatalities	Fatalities (per 100k VRM)	Injuries	Injuries (per 100k VRM)	Safety Events	Safety Events (per 100k VRM)	System Reliability (VRM/Failures)
Fixed Route	0	0	1	0.2545	0	0	78,594
Paratransit	0	0	0	0	0	0	92,139

* WCT Safety Performance Targets, 2022

West Virginia – Eastern Panhandle Transit Authority

Mode of Transit Service	Fatalities	Fatalities (per 700k VRM)	Injuries	Injuries (per 700k VRM)	Safety Events	Safety Events (per 700k VRM)	System Reliability (VRM/Failures)
Bus Service	0	~~0.05~~ 0	~~10~~ 2	~~10~~ 2	~~10~~ 2	~~10~~ 2	Major Failures: > 80,000 miles Minor Failures: > 3,200 miles
Mode of Transit Service	**Fatalities**	**Fatalities (per 300k VRM)**	**Injuries**	**Injuries (per 300k VRM)**	**Safety Events**	**Safety Events (per 300k VRM)**	**System Reliability (VRM/Failures)**
Demand Response Service	0	~~0.05~~ 0	~~5~~ 1	~~5~~ 1	~~5~~ 1	~~5~~ 1	Major Failures: > 80,000 miles Minor Failures: > 3,200 miles

* EPTA Safety Performance Targets, ~~2021~~
2023

Safety Performance Measures

On March 15, 2016, the FHWA published the Safety Performance Management Measures (PM1) Final Rule in the Federal Register with an effective date of April 14, 2016. Safety Performance Management is part of the overall FHWA Transportation Performance Management (TPM) program. The Safety PM Final Rule supports the Highway Safety Improvement Program (HSIP), as it establishes safety performance measures to implement the HSIP and to assess serious injuries and fatalities on all public roads.

The Safety PM Final Rule establishes five performance measures as the five-year rolling averages for:

1. Number of Fatalities;
2. Rate of Fatalities per 100 Million Vehicle Miles Traveled (VMT);
3. Number of Serious Injuries;
4. Rate of Serious Injuries per 100 Million VMT; and
5. Number of Non-motorized Fatalities and Non-motorized Serious Injuries.

The rule also established the process for DOTs and MPOs to use for defining and reporting their annual safety targets. MPOs are required to establish targets within 180 days after the State DOT's targets are established and reported to FHWA by either agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT targets or committing to quantifiable targets for the metropolitan planning area. The final rule also explicitly states that State DOTs and MPOs must coordinate on targets as much as possible.

Pursuant to the requirements outlined in the Safety PM final rule, HEPMPO engaged in discussions, analysis, and goal-setting workshops with the MDOT and WVDOT to establish state-wide safety targets. In compliance with the final rule, the HEPMPO ISC, at their October 16, 2019 and January 15, 2020 meetings, voted to adopt and incorporate the MDOT and WVDOT safety targets. HEPMPO acknowledges that the highway projects contained within the TIP will help achieve the Safety PM targets.

The PM1 targets for Maryland and West Virginia are listed in the tables on the following page:

Maryland Highway Safety Targets [8]

	2019	2020	2021	2022	2023	2024
Fatalities	435	425.7	420.6	466.6	485.9	490.9
Serious Injuries	3,211.1	3,029.4	2,905.8	2,263.9	2,323.8	2,146.3
Fatality Rate	0.771	0.750	0.742	0.774	0.809	0.827
Serious Injury Rate	5.702	5.372	5.075	3.815	3.815	3.590
Non-motorized Fatalities and Serious Injuries	439.9	465.8	467.7	554.7	554.7	597.3

West Virginia Highway Safety Targets [9]

	2019	2020	2021	2022	2023	2024
Fatalities	274.2	271.4	270.4	271.6	262.1	262.7
Serious Injuries	1,123.5	1,040.1	959.3	882.2	854.8	791.2
Fatality Rate	1.470	1.465	1.585	1.686	1.692	1.682
Serious Injury Rate	5.629	5.326	6.002	6.213	5.972	5.030
Non-motorized Fatalities and Serious Injuries	91.6	91.5	86.1	81.6	76.3	86.0

FY2024 adopted January 17, 2024.

[8] Maryland Highway Safety Targets for ~~FY 2023 adopted January 18, 2023.~~

[9] West Virginia Highway Safety Targets for ~~FY 2023 adopted January 18, 2023.~~
FY 2024 adopted January 17, 2024.

Hagerstown/Eastern Panhandle Metropolitan Planning Organization
33 W. Washington St., 4th Floor, Suite 402, Hagerstown, MD 21740
Phone: 240-313-2080, Fax: 240-313-2084
www.hepmpo.net

November 8, 2023

To Whom It May Concern:

The intent of this letter is to introduce a compiled document to the Hagerstown/Eastern Panhandle Metropolitan Planning Organization's (HEPMPO) Technical Advisory Committee (TAC) for their review and comment.

This compiled document contains all received eligible project applications for the FY2024 Project Selection Guidelines for Federal Sub-allocation Funds (West Virginia), as well as HEPMPO Staff project scoring sheets and other relevant information.

HEPMPO Staff followed the Project Selection Guidelines for Federal Suballocated Funds (approved August 16, 2023) in the advertisement, communication and reviews associated with the compilation of this document. Program application was announced on September 1, 2023, with application acceptance period starting September 15, 2023 and concluding on November 1, 2023.

One eligible application was received upon HEPMPO Staff review of federal guidance. This project is the "Congress & Lawrence Intersection Improvement Project" submitted by the City of Charles Town. HEPMPO Staff reviewed and scored this project at 60 points based on Guidelines for selection criteria. If necessary, HEPMPO Staff will revise project scoring and ranking based on input from the TAC.

As a result, HEPMPO Staff are recommending approval of the "Congress & Lawrence Intersection Improvement" to the Interstate Council for Carbon Reduction Program funding through the WV Department of Transportation. This project's non-federal share portion has been committed in writing by the City of Charles Town.

Sincerely,

Matthew T. Mullenax
Executive Director

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
OFFICE OF THE CITY MANAGER

October 24, 2023

Matt Mullenax
Executive Director
Hagerstown-Eastern Panhandle Metropolitan Planning Organization

Subject: Charles Town Pledge of Match Funding for HEPMPO STBG and/or Climate Reduction Program Grant Funding

Dear Director Mullenax:

I write on behalf of the City of Charles Town, WV to respectfully request that the Hagerstown-Eastern Panhandle Metropolitan Planning Organization provide the City of Charles Town with a grant of $219,027 from either the Surface Transportation Block Grant and/or the Climate Reduction Program resources to be awarded by HEPMPO in the FY2024 round. This application from Charles Town seeks to upgrade the degraded and deteriorated pedestrian sidewalks and crossing intersections at the four corners of West Congress Street and South Lawrence Street, immediately in front of Wright Denny Elementary School in the heart of downtown Charles Town. This intersection improvement is shovel-ready, and needs constructed in order to enhance the safety of Wright-Denny's 423 students, 24 teachers, staff and families using this intersection each school day.

Also by this letter, the City of Charles Town commits to provide a cash match of $54,757 to cover the 20% match obligation.

Thank you for your consideration of this grant application, and please do not hesitate to contact me at 304.725.2311, x0 with any questions or to discuss how we can move forward in partnership.

Sincerely,

John Nissel
City Manager
Charles Town, WV

PROJECT #: 110845003
SEPTEMBER 12, 2023

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

STATE	CITY	PROJECT	SHEET NO.
WV	CITY OF CHARLES TOWN	110845003	1

FUNCTIONAL CLASSIFICATION AND TRAFFIC DATA

	S LAWRENCE ST	W CONGRESS ST
ROADWAY FUNCTIONAL CLASSIFICATION	MINOR URBAN COLLECTOR	MINOR URBAN COLLECTOR
AADT (2022)	~2500	~2500
GS STANDARD	GS-7	GS-7
V (MPH)	25	25

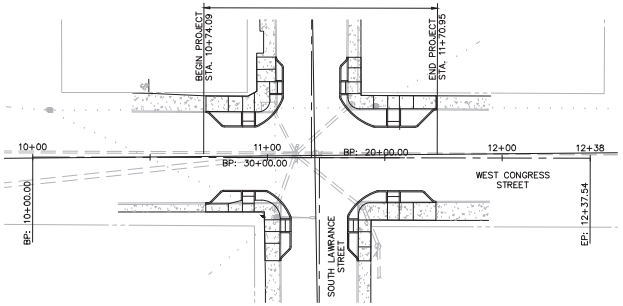
CHARLES TOWN, WEST VIRGINIA
WEST CONGRESS STREET AND SOUTH LAWRENCE STREET INTERSECTION IMPROVEMENT DESIGN
FINAL PLANS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
1A	CONSTRUCTION ALIGNMENT AND SURVEY CONTROL DATA
1B(1)-1B(2)	TEMPORARY TRAFFIC CONTROL PLAN
2	GENERAL NOTES AND TYPICAL SECTIONS
2A	EXISTING CONDITIONS AND DEMOLITION PLAN
3	ROADWAY PLAN
3A(1)-3A(2)	GRADING DETAIL SHEET
3B(1)	EROSION & SEDIMENT CONTROL PHASE I
3B(2)	EROSION & SEDIMENT CONTROL PHASE II
3C(1)	DRAINAGE DESCRIPTIONS
3C(2)-3C(3)	STANDARD DETAILS
3C(4)-3C(5)	DRAINAGE CALCULATIONS
3D	DRAINAGE PROFILES
3E	SIGNING & MARKING PLAN
4	AUTOTURN EXHIBIT

PLAN REVISIONS

DATE	COMMENT



PROJECT OWNER & CONSULTANT

CLIENT / OWNER

CITY OF CHARLES TOWN
JIM WYSONG
CHARLES TOWN MAINTENANCE SUPERVISOR
101 E WASHINGTON STREET
CHARLES TOWN, WV 25414

SURVEYOR

GRS GROUP
6703 DELAND COURT
WEST SPRINGFIELD, VA 22152
PHONE: (703) 727-5828
FAX: (703) 763-2320

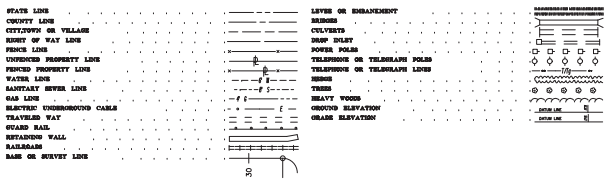
ENGINEER

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.

11400 COMMERCE PARK DRIVE
SUITE 400
RESTON, VA 20191
PHONE: 703-674-1300
FAX: 703-674-1350

CONVENTIONAL SIGNS



ADDITIONAL EASEMENTS FOR UTILITY RELOCATIONS MAY BE REQUIRED BEYOND THE PROPOSED RIGHT OF WAY SHOWN ON THE PLANS.

THESE PLANS ARE UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

THE COMPLETE ELECTRONIC .PDF VERSION OF THE PLAN ASSEMBLY AS AWARDED, INCLUDING ALL SUBSEQUENT REVISIONS, WILL BE THE OFFICIAL CONSTRUCTION PLANS. FOR INFORMATION RELATIVE TO ELECTRONIC FILES AND LAYERED PLANS, SEE GENERAL NOTES.

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE CITY.

CHARLES TOWN – COMPLETE LIST OF WAIVERS/VARIANCES

ORDINANCE	SECION OF ORDINANCE	DESCRIPTION OF WAIVER OR VARIANCE	DATE GRANTED
N/A			

LOCATION MAP



EINGINEER/SURVEYOR'S CERTIFICATION

"THE PLAT REPRESENTS A SURVEY MADE BY HIM/HER; ALL MONUMENTS AND IMPROVEMENTS INDICATED THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN; HE/SHE IS FAMILIAR WITH ALL REQUIREMENTS OF THIS ORDINANCE; AND, TO HIS/HER BEST KNOWLEDGE AND BELIEF, ALL REQUIREMENTS OF THIS ORDINANCE HAVE BEEN FULLY COMPLIED THEREWITH."

MARK R. PHILLIPS — DATE
KIMLEY-HORN & ASSOCIATES, INC.

APPROVALS

PRELIMINARY PLAT APPROVAL — DATE

PLANNING COMMISSION — DATE

ZONING ADMINISTRATOR — DATE

THESE PLANS ARE IN CONFORMANCE WITH CITY OF CHARLES TOWN STANDARDS AND ORDINANCES, ANY DEVIATION OR CHANGE IN THESE PLANS SHALL BE APPROVED BY THE ZONING ADMINISTRATOR PRIOR TO CONSTRUCTION.

CALL "MISS UTILITY"

MISS UTILITY OF WEST VIRGINIA (MUWV) AT 811 OR 1-800-245-4848, 48 HOURS PRIOR TO THE START OF WORK. EXCAVATORS MUST NOTIFY ALL PUBLIC UTILITY OPERATORS WHO MAINTAIN UNDERGROUND UTILITY LINES IN THE AREA OF PROPOSED EXCAVATING OR BLASTING AND HAVE THOSE FACILITIES LOCATED BY THE UTILITY COMPANIES PRIOR TO COMMENCING EXCAVATION. THE EXCAVATOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL COUNTY REQUIREMENTS, WEST VIRGINIA CODE AND REGULATIONS.

MARK R. PHILLIPS — 25167 — STATE OF WEST VIRGINIA — PROFESSIONAL ENGINEER

Kimley-Horn
Reston, Virginia
Roadway Engineer

PROJECT	SHEET NO.
110845003	1

PROJECT MANAGER: JIM WYSONG, CITY OF CHARLES TOWN
SURVEYED BY, DATE: GRS GROUP (703) 727-5828
DESIGN BY: MARK PHILLIPS, P.E. (703) 870-3631 (KIMLEY-HORN)

TABLE OF CONTENTS

SECTION I **GENERAL INFORMATION**
(A) BACKGROUND AND UNDERSTANDING
(B) ADMINISTRATIVE/CONTRACTUAL INFORMATION

SECTION II **SCOPE OF WORK**
(A) TASKS 1 THROUGH TASKS 6
(B) ADDITIONAL REQUIREMENTS

SECTION III **RESPONSES TO THE RFP**
(A) QUALIFICATION & EXPERIENCE FORMAT
(B) TECHNICAL PROPOSAL FORMAT
(C) FINANCIAL PROPOSAL INSTRUCTIONS

SECTION IV **EVALUATION AND SELECTION PROCEDURES**
(A) EVALUATION CRITERIA
(B) SELECTION PROCESS

SECTION V **ATTACHMENTS**
(A) DEBARRMENT AND SUSPENSION FORM
(B) AFFIDAVIT
(C) CONTRACT AGREEMENT
(D) STAFF MATRIX
(E) PROPOSAL FORM

DRAFT

SECTION I – GENERAL INFORMATION

A. Background and Understanding

1. The Hagerstown/Eastern Panhandle Metropolitan Planning Organization (HEPMPO), hereafter referred to as HEPMPO or MPO, is the federal and state designated regional transportation planning body for the urban areas in Berkeley and Jefferson Counties in West Virginia, Washington County, Maryland, a small portion of Franklin County, Pennsylvania and a small portion of Frederick County, Virginia. The HEPMPO coordinates the federally mandated transportation planning process in the Hagerstown-Martinsburg Urban Area. While a portion of Franklin County, PA and Frederick County, VA are included in the Hagerstown-Martinsburg Urban Area, they do not normally participate in the planning activities of the HEPMPO. Instead there is an existing Memorandum of Understanding that planning activities in Franklin County will be handled by the Franklin County Metropolitan Planning Organization headquartered in Chambersburg, PA. There is also an existing Memorandum of Understanding that planning activities in Frederick County will be handled by the Winchester-Frederick County Metropolitan Planning Organization headquartered in Winchester, VA.

2. Portions of the MPO planning area have been previously designated as maintenance for $PM_{2.5}$ under Environmental Protection Agency designations. The MPO currently is not required to demonstrate transportation conformity as we implement the planning process.

3. Given the limited staffing of the MPO, the changing requirements resulting from the transportation legislation, and the complexity of demonstrating conformity through the use of the travel demand and air quality models, the MPO is looking through this procurement to have available a set of resources that will support the MPO planning process and help at times to address key elements of the Unified Planning Work Program (UPWP). We are seeking to have available the innovative transportation analysis capability that will be required to support the MPO and to maintain our ability to provide appropriate leadership within the region.

4. Areas in which the MPO may require contractor support during the term of this procurement include:

    - Air Quality Conformity - Analysis and Compliance
    - Travel Demand Modeling
    - Long Range Transportation Plan Development
    - Transit and Coordinated Human Services Planning
    - Special Studies Assistance and Development
    - Freight Movement

DRAFT

5. The following scope of work will provide details on the kinds of analytic support that may be required. The Scope of Work, Section II, requests information on how potential consultants propose to use their resources to respond to the detailed work requirements. Section III provides guidance on the MPO's expectations regarding the contents and quality of potential consultant responses.

B. Administrative/Contractual Information

1. Purpose

1. The purpose of this procurement is to make available to HEPMPO qualified Consultant resources that will support the MPO planning process and ongoing responsibilities as well as the wide range of analyses that may be required to advance the MPO work program and to maintain the MPO's role as a regional transportation leader. This procurement follows all applicable processes outlined in the HEPMPO's purchasing and bidding policy.

2. The Hagerstown/Eastern Panhandle Metropolitan Planning Organization, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d, et seq., and Title 49, Code of Federal Regulations hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex or national origin in consideration for an award.

2. Issuing Office – Procurement Officer

The point of contact for purposes of this Request for Proposals (RFP) is the HEPMPO Director hereafter referred to as Director or Procurement Officer as shown below:

Matt Mullenax, Executive Director
Hagerstown/Eastern Panhandle Metropolitan Planning Organization
c/o Washington County Planning & Zoning Department
747 Northern Avenue
Hagerstown, MD 21742
Phone: 240-313-2080;
Email: mmullenax@hepmpo.net

3. Question and Inquiries

The Director will accept **written** questions from prospective Responders. As reasonably as possible and appropriate, written responses will be prepared and distributed to all that have received or requested the RFP packet. Questions may be submitted by mail or, preferably, by e-mail to the Director.

*The director/staff **will not** respond to telephone inquiries and **will not** meet individually with any potential contractors.*

DRAFT

4. Submission Deadline

1. **In order to be considered, proposals must be received no later than 3:00 p.m. (Eastern Daylight Savings Time) on March 6, 2024 and shall be submitted to the procurement officer at the address listed in Section I, B.2.** Responders submitting proposals by mail should allow sufficient mailing and delivery time to ensure timely receipt by the Director. Proposals arriving after the closing date and time shall be considered late and shall be rejected in accordance with applicable regulations. Electronic and fax proposal submissions will not be accepted.

2. The Qualifications & Experience, Technical Proposal and Financial Proposal must each be submitted in separately sealed envelopes or packages addressed to the Director and must be clearly marked with the full name and address of the Responder and the contents of the envelopes or packages, e.g., "Qualifications & Experience", "Technical Proposal", or "Financial Proposal".

3. The Qualifications & Experience, Technical Proposal and Financial Proposal must each be submitted in three separately sealed envelopes and shall include an electronic copy (PDF format) on a USB drive. In addition to a USB drive, the Financial Proposal envelope must include One (1) bound hard copy original of the Financial Proposal.

5. Duration of Offer

Proposals submitted in response to this RFP are irrevocable for a period of one hundred (120) calendar days following the closing date for the receipt of proposals. This period may be extended if requested by the Director and agreed to by the Responder in writing.

6. Contract Type

The contract to be awarded as a result of this RFP will be firm fixed unit price or as otherwise determined appropriate by the MPO.

7. Addenda and Revisions to the RFP

It is the Responder's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any contractor find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from the Director. All necessary interpretations will be issued to all contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 3:00 P.M. (EST) Wednesday, February 21, 2024 may not be considered.** Every interpretation made by the MPO will be made in the form of an addendum that, if issued, will be sent by the Director to all interested parties. Responders shall acknowledge receipt of all addenda in the transmittal letter of the Technical Proposal.

8. Cancellation and Rejection of Proposals

DRAFT

The MPO reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities and to conduct discussions with all qualified or potentially qualified Responders in any manner necessary to serve the best interests of the MPO. The MPO reserves the right to cancel this RFP.

9. Discussions

1. HEPMPO may enter into discussions with all qualified Responders. The term "qualified Responder" includes only those responsible Responders who submitted proposals initially judged by the Procurement Officer and Evaluation Committee to be reasonably susceptible of being selected for award. Discussions shall be led by the Responder's Team/Project Manager and will consist of an oral presentation by the Responder to the HEPMPO Evaluation Committee, including questions from and discussions with the Committee and Procurement Officer. Responders shall be notified of the time, date and location of the discussions. A submission of a proposal does not guarantee a Responder the opportunity to be invited in for discussions.

2. The MPO retains the right, at its discretion, not to hold discussions with Responders and may award a contract on the basis of Technical and Financial Proposals as submitted if, in the judgement of the Procurement Officer and Evaluation Committee, the Responder response demonstrates sufficient competition so that acceptance of an initial offer without discussion or negotiation would result in a fair and reasonable price.

10. Incurred Expenses

The MPO will not be responsible for any costs incurred by Responders in preparing and submitting a response to this RFP, any oral presentation(s), providing demonstrations, or for any other associated costs.

11. Multiple Proposals

A Responder may **not** submit multiple proposals in response to this solicitation. However, this does not preclude subcontractors (Disadvantaged Business Enterprises (DBEs) or others) from being on more than one Responder's proposal.

12. Alternative Proposals

Alternative proposals to this RFP are allowable and should be addressed as outlined under Section III.C.1.5 "Alternative Proposals".

13. Compliance with Law

By submitting an offer in response to this RFP, the successful Responder(s) selected for award agrees that they shall comply with all Federal, State and local law applicable to their activities and obligations under the Contract.

14. Incorporation by Reference

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All terms and conditions of the RFP and amendments thereto, all provisions of the successful Responder's proposal and submittals in response to the RFP and amendments thereto, and all applicable State and Federal Laws, statutory and regulatory provisions and orders shall be incorporated by reference and made a part of the contract to be entered into as a result of this RFP.

15. Contract Duration

1. The contract awarded through this RFP shall be effective for a period of three (3) years after Notice to Proceed. In addition to the 3-year base contract term, HEPMPO reserves the unilateral option to renew this contract for two additional consecutive one (1) year periods.

2. Responders are to provide the proposed hourly rates per requested job category for the Years 1, 2 and 3 and estimates for potential Years 3, 4 and 5.

16. Time for Completion

Task Orders under this contract will be prepared and submitted on an on-call, as requested basis. Each individual Task Order will have specific deliverables, estimated cost and completion dates. Each individual Task Order will require a separate written notice to proceed from the procurement officer.

17. Task Order(s)

1. HEPMPO will prepare the task order(s) in writing and forward to the contractor. The contractor shall respond to the MPO in writing with a complete scope of work and estimated time commitment (# of hours) for individuals required to perform the assigned task(s). Hourly rates for proposed staff (either prime or subcontractor staff) must be the same rates proposed (for the various labor categories) in the Responder's financial proposal. Rates other than those proposed and contractually agreed upon will not be accepted.

2. The MPO reserves the right to approve, disapprove or negotiate task order responses with regard to proposed individuals and/or the proposed time commitment (number of hours). Upon approval, the MPO will provide a written notice to proceed which will serve as the beginning of the project time schedule.

18. Anticipated Schedule of Activities

ITEM	DATE
RFP Issue Date	February 1, 2024
Pre-Proposal Conference	February 15, 2024
Deadline for receipt of questions (3:00 p.m. EST)	February 21, 2024

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Written Response to Questions	February 28, 2024
Closing Date for Receipt of Proposals (3:00 p.m. EST)	March 6, 2024
Evaluations Completion Date	April 8, 2024
Anticipated Recommendation for Award	May 15, 2024
Anticipated Award Date	May 31, 2024

19. Pre-Proposal Conference

A Pre-Proposal Conference will be held at **10:30 A.M. (EST/local time), on Thursday, February 15, 2024**, virtually at https://global.gotomeeting.com/join/642516245; dial-in at +1 (872) 240-3212, Access Code 642-516-245. While attendance at this meeting is not mandatory for those wishing to submit proposals, it is strongly encouraged.

SECTION II – SCOPE OF WORK

A. Tasks 1 through Tasks 6

The following tasks are intended to provide a general understanding for the potential tasks that could be part of this procurement. The details given below are only intended as examples for the purpose of completing the requirements of this RFP. The actual tasks will be developed at the time of the request for work to be completed. It should be noted that the list of these tasks does not ensure that work assignments will be guaranteed in each task. Work tasks will be developed on an as needed basis.

Task 1: Air Quality Conformity – Analysis and Compliance

It is the intent of this task to provide for the technical expertise necessary to inform and advise the MPO of issues relating to air quality regulations and conformity requirements in an effort to ensure that the MPO maintains compliance with all federal mandates. This would include participation as an advisor in the Air Quality Advisory Committee and providing the technical analysis and report preparation necessary to perform the air quality conformity determinations for the Long Range Transportation Plan and Transportation Improvement Program.

Task 2: Travel Demand Modeling

The MPO is scheduled to update the Region's Long Range Transportation Plan by July 1, 2027. This task is intended to provide the technical resources to ensure validation and calibration of the region's travel demand model as needed, analysis of network alternatives and other activities associated with running and maintaining the model and completing the Plan update.

Task 3: Long Range Transportation Plan Development

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As noted in task two, the deadline for completion of the update of the Long Range Transportation Plan is July 1, 2027. This task is intended to ensure that the resources are in place to successfully update the LRTP in a timely manner. Potential tasks would include the preparation of the transportation plan update, technical memorandums, meeting public involvement requirements and other LRTP related tasks.

Task 4: Transit and Coordinated Human Services Planning

The MPO provides planning assistance to the two public transit providers in the region: Washington County Transit and the Eastern Panhandle Transit Authority. The MPO is also a participant in Coordinated Human Service Transportation Plans within the region. This task is intended to ensure that appropriate resources are available to the MPO to assist in meeting the transit planning elements of the UPWP.

Task 5: Special Studies Assistance & Development

As the need arises, the MPO will initiate a special study to assist in the development of plans, reports or technical memorandums intended to evaluate specific problems or needs within the region. Examples of such studies would be traffic analysis of problem intersections or roadway segments, bicycle/pedestrian plans, corridor studies, etc. This task is intended to ensure that appropriate resources are available to assist the MPO staff in completing potential special studies that may be initiated.

Task 6: Freight Movement

Portions of two major interstate highways (Interstates 81 and 70) traverse the HEPMPO planning area and are in the US Department of Transportation's Primary Freight Network. As a focus topic in the IIJA transportation bill, the MPO may need assistance in the form of plans, reports, or technical memorandums intended to evaluate specific problems or needs within the region.

B. Additional Requirements

Additional Tasks

HEPMPO reserves the right to issue additional planning tasks, similar in nature to those listed above.

SECTION III – RESPONSES TO THE RFP

1. A transmittal letter must accompany the Qualifications & Experience, Technical Proposal and Financial Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The letter is to be signed by the individual who is authorized to commit the Responder to the services and requirements as stated in the RFP. While there is no page limit requirement for the transmittal letter, brevity is encouraged.

DRAFT

2. The Qualifications & Experience, Technical Proposal and Financial Proposal must be submitted in separate sealed packages and must be clearly labeled appropriately as Qualifications & Experience, Technical Proposal and Financial Proposal and must bear the name and address of the Responder, the name of the RFP ("HEPMPO General Transportation Planning Services Proposal") and the submission date of the RFP (i.e. "03-06-2024") on the outside of the package. Inside the package, an **electronic original on USB drive** shall be provided. In addition the Financial Proposal package must also include one bound hard copy original. **All pages in the proposal should be sequentially numbered.** While there is no page limit requirement for the Qualifications & Experience, Technical Proposal and Financial Proposal, brevity is encouraged.

A. Qualifications & Experience

1. All Responders must identify themselves and any proposed sub-contractors (other than DBE sub-contractors) in accordance with the following format:

- Name
- Address
- Telephone
- Contact Person with e-mail address and phone number
- Primary Business Expertise

2. References

2.1 Project References – Summaries or brief descriptions of projects performed by the prime contractor and/or subcontractors which are most related to the various requirements of this procurement should be included. Limit descriptions to those most relevant to this procurement and most representative of the team's capabilities. Project experience should present and briefly describe relevant project experience for each task and subtask, with the performing organization clearly noted for each project description.

2.2 Client References - References must be for relevant projects completed within the past five (5) years. For each reference, provide a contact person's name, title, phone number, fax number and email address for verification. REFERENCES WILL BE CHECKED.

3. Sub-contractor(s) Role

3.1 An explanation of the role any subcontractor(s) may perform should be included under the Qualifications and Experience section of the response. A brief description of the subcontractors relevant experience and capabilities should be included.

DRAFT

3.2 Include Disadvantaged Business Enterprise Certification number, if applicable. Include non-DBE subcontractor(s) role in relationship to each task.

A.2. Understanding of the Scope of Services, and Responder's Corporate Experience

Responders should submit a narrative indicating a thorough understanding of and recommendations for conducting the work specified in this RFP with illustrations of Responder understanding and recommendations provided through presentation of *selected* project descriptions and a detailed plan for accomplishing all of the activities to be performed.

A.3. Experience—Key Personnel

1. All key personnel (project manager, transportation planner and modeler) from the responders organization that are proposed to work under this contract must be included in the qualifications and experience proposal describing each individual's qualifications, familiarity with and understanding of the elements of the Scope of Work, planning/design practices, programs, policies and procedures, and previous experience on similar type projects. In general, resumes (maximum of one page each) will be an acceptable format. However, additional information regarding special expertise or experience relating to the fulfillment of this RFP should be highlighted.
2. All key personnel (project manager, transportation planner and modeler) from any and all subcontractors proposed to be used to fulfill the requirements of this RFP shall also submit information describing each individual's qualifications, familiarity with and understand of the elements of the Scope of Work, planning/design practices, programs, policies and procedures and previous experience on similar projects. In general, resumes (maximum of one page each) will be an acceptable format. However, additional information regarding special expertise or experience relating to the fulfillment of this RFP should be highlighted.
3. On certain projects the MPO may require that certain proposed key personnel be assigned to the project. In this instance, said key personnel will be identified in the approved Task Order Agreement. If one or more of the aforementioned personnel becomes unavailable for continuation of the work assignment, the consultant shall replace said individual(s) with personnel of substantially equal ability and qualifications. However, any changes to designated key personnel will require the prior written approval of the MPO designated Liaison. If acceptable, changes shall be effected without additional cost to the MPO and without formal modification of the Agreement.

A.4. Qualifications

The following employee classifications are to be assigned to the various projects performed under this contract depending upon the project scope. Not all classifications will be required for all project assignments. Required classifications will be determined prior to issuing the Notice to Proceed.

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1. Project Manager - This position will be the MPO's point of contact with the Consultant. More than one project manager may be approved under this contract; though only one shall be assigned to a specific project. The hourly rate submitted on Attachment D shall be used for all project managers.

The Project Manager will be qualified to oversee all aspects of an assignment.

Qualifications shall include:

a. Minimum of seven (7) years of experience in related area.

b. Minimum of two (2) years of project management experience in related area.

c. Professional Engineer, AICP Certified Planner or Project Manager Professional, dependent upon the project assignment.

2. Transportation Planner - This position will assist the Project Manager in completing assigned tasks. Typical areas of responsibility may include one or more of the following aspects of engineering: traffic analysis and design, travel demand modeling, air quality analysis and other activities associated with transportation planning. Qualifications shall include:

a. Minimum of four (4) years of engineering experience, similar in nature to the work required by the assignment.

b. Significant knowledge and experience with all applicable reference material and design software.

c. Professional Engineer/EIT, AICP Certified Planner, or demonstration of appropriate skill set based upon experience.

3. Modeler - This position will assist the Project Manager/Transportation Planner in completing assigned tasks. Typical areas of responsibility may include both travel demand modeling and air quality analysis. Qualifications shall include:

a. Minimum three (3) years of experience similar in nature to the work to be performed.

b. Knowledge of and experience with all applicable reference material and design software.

c. Knowledge of and experience with all applicable reference material and design software.

d. Engineer in Training (EIT) registration, AICP Certified Planner, or demonstration of appropriate skill set based upon experience.

DRAFT

4. GIS Technician - This position will assist the Project Manager in completing the assigned tasks. This individual is primarily responsible for producing the finished drawings/Maps and performing appropriate analysis and data management. Qualifications shall include:

    a. Minimum three (3) years GIS experience on related projects.

5. Administrative - This position will assist the Project Manager in completing the assigned tasks. Typical responsibilities may include typing reports and providing copying and duplication services. There are no specific qualifications for this staff.

6. Should the Consultant find that additional employee classifications might be necessary; such information should be specifically addressed in the Financial Proposal Submittal (See Section V – (B) Financial Proposal Format). **DO NOT MODIFY TABLE 1.**

B. Technical Proposal Instructions—Responding to the Tasks in Section II

Under separate sealed cover, the contractor must submit an electronic original on USB Drive of the Technical Proposal. ***For all tasks, any work previously performed within the MPO region should be highlighted.***

B.1 Task 1-Air Quality Conformity – Analysis & Compliance

Technical response should describe the Responder's experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest will be the range and quality of the Responder's experience with assisting similar sized MPOs to address air quality conformity. Also, demonstration of experience and how the Responder would assume the work previously done by the MPO and previous consultants; particularly, integrating current TransCAD software travel demand model information with the MOVES air quality model.

B.2 Task 2- Travel Demand Modeling

Technical response should describe the Responder's experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest will be the range and quality of the Responder's experience various travel demand models and in particular the TransCAD model. Experience in using TransCAD in conjunction with the air quality models to demonstrate conformity should be demonstrated. Also of particular interest will be the ability of the Responder to modify the model to meet the particular needs of localities within the modeling region.

B.3 Task 3 –Long Range Transportation Plan Update Development

Technical response should describe the Responder's experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest will be the range and quality of the Responders experience with the development of both long range transportation plans and plan updates of MPOs of similar size and structure, as well as performance measures. The Responder may want to include examples of previous work performed

and of particular interest any "innovative or simplified" approaches that may have been used for other plan updates.

B.4 Task 4 - Transit & Coordinated Human Services Planning

Technical response should describe the Responder's experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest would be demonstration of previously performed transit related planning activities, coordinated human services transportation related experience and other assistance provided to MPO's of similar size and structure.

B.5 Task 5- Special Studies

Technical response should describe the Responder's experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Examples of such studies would be traffic analysis of problem intersections or roadway segments, bicycle/pedestrian plans, corridor studies, etc.

B.6 Task 6 – Freight Movement

Technical response should describe the Responder's experience relevant to this task and should describe how the Responder would tailor its relevant experience to this task. Of particular interest would be a demonstration of previously performed multi-modal freight planning activities and freight modeling experience.

B.7 Forms, Certifications, and Assurances

1. Responders shall acknowledge receipt of all addenda in the transmittal letter of the Technical Proposal.
2. The Responder must complete, sign and submit the following attachments with the Technical Proposal:

    a. Debarment and Suspension Form (Attachment A)
    b. Affidavit (Attachment B)
    c. Staff Matrix (Attachment D)

C. Financial Proposal Instructions

C.1 – Financial Proposal Format

1. **Under separate sealed cover** from the Qualifications & Experience and Technical Proposals and clearly identified with the same information noted on the Qualification & Experience and Technical Proposals, the Contractor must submit an electronic original on USB Drive and one (1) bound copy of the Financial Proposal. The Financial

DRAFT

Proposal must contain all cost information in the format specified below. **DO NOT CHANGE THIS FORMAT.**

2. Responders must enter an hourly labor rate for each category of labor (See Attachment D) being bid. Each Responder must quote a firm, fully loaded, fixed unit price that is inclusive of all costs, including all direct and indirect costs. Table 1 below includes a model number of hours by employee classification for evaluation purposes only. Responders must multiply their offered hourly labor rates by the model hours in each labor category to arrive at a bottom line total for each year of the contract and summarize these offers for the total of the base period of the contract. The MPO does not guarantee these hours, neither minimum nor maximum hours for any Contractor, or for all Contractors. They are for evaluation purposes only.

3. The Contractor will be paid on the basis of the firm, fixed unit labor rates quoted in their price proposal and the actual hours expended on a given project by individuals in the various labor categories.

4. Hourly rates should be provided for the prime Contractor. No individual labor rates should be included for the subcontractors on the price proposal form. Any subcontractor expenses/fees must be incorporated into the hourly rates quoted by the prime contractor for the various requested labor categories.

5. **Alternative Proposals.** Should the Responder find that additional employee classifications are necessary or if they wish to propose a more innovative technical or pricing proposal approach, such information should be specifically addressed in the Technical Proposal in a separate section labeled Alternate Approach. Cost information for the same shall be added to the Financial Proposal in a separate section labeled Alternate approach. **DO NOT MODIFY Table 1.**

C.2 – Proposal

The Responder must submit the following with the Financial Proposal:

1. Evidence that the Responder has the financial capacity to provide the services.
2. Copies of the last two (2) year-end financial statements or best available equivalent report.
3. An analysis of those financial statements/reports.

C.3 – Forms, Certifications, and Assurances

The Responder must complete, sign and submit the following attachments with the Financial Proposal:

1. Proposal Form (Attachment E). Proposals shall be prepared simply and economically, providing a straightforward and clear description of the Responder's proposal for meeting the requirements of the procurement. Oral, fax, emailed, or other electronic submissions shall not be accepted. A corporate officer, partner, proprietor or

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individual authorized to legally bind the Responder shall sign the Proposal and all proposal forms of each Responder.

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TABLE 1

Task	Project Manager	Transportation Planner	Modeler	GIS Technician	Administrative	Totals
1. Air Quality Conformity- Analysis & Compliance	100	160	80	40	20	**400**
2. Travel Demand Modeling	70	100	250	25	10	**455**
3. Transportation Plan Update Development	80	115	100	45	20	**360**
4. Transit & Coordinated Human Services	80	120	15	120	30	**365**
5. Special Studies Assistance & Development	100	140	30	125	30	**425**
6. Freight Movement	75	150	35	110	25	**395**
Totals	**505**	**785**	**510**	**465**	**135**	**2400**

Table 1 is intended as a sample only. It does not represent actual hours that will be guaranteed through this RFP process.

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SECTION IV – EVALUATION AND SELECTION PROCEDURES

A. Evaluation Criteria

All Proposals submitted in response to this RFP will be evaluated according to the following criteria:

1. Organizational Expertise and Qualifications

    a. Ability to completely perform the activities as described in the RFP Scope of Work on time and within approved budgets.
    b. Capacity, availability and responsiveness of Responder resources and personnel to meet expected project schedules and completion times of the MPO with regard to current commitments of the Responder.
    c. Breadth of Responder technical resources and specialized expertise within the firm.
    d. Relationship of prime and subcontractor(s).
    e. Geographical relationship to the HEPMPO region.
    f. Information provided by Client references.

2. Experience of Responder and Responder's personnel, including subcontractors:

    a. Prior experience of firm and key staff with Transportation Planning and Capital Programming.
    b. Qualification of personnel to be assigned to this contract including relevant education, experience and training. Assurance of professional licenses, certifications, and registrations required under this RFP.
    c. Previous experience on other HEPMPO contracts.

3. General Quality and adequacy of response to the Scope of Services

    a. Responders must demonstrate a complete understanding of and approach to the work to be performed. This should include examples of previous work performed by the firm as it relates to each of the six specified tasks.
    b. Quality and completeness of the proposal document submitted.
    c. Ability to meet the procurements goal and objectives.
    d. Adherence to proposal instructions.

B. Selection Process

An Evaluation Committee will be set up by the HEPMPO to review all responses. Evaluation of the responses shall follow the process outlined below. **In order to be considered, proposals must be received no later than 3:00 p.m. (Eastern Daylight Savings Time) on July 1, 2020 and shall be submitted to the procurement officer at the address listed in Section I, B.2.**

1. The Evaluation Committee will first open and review each Responder's Qualifications & Experience. Documentation for the Q & E shall meet the minimum standards outlined in Section III(A)and shall be evaluated based upon the criteria set forth in Section IV.A. If it is determined by the Evaluation Committee that a proposal has not met the standards and criteria listed in this RFP the Responder shall be disqualified from further consideration.

DRAFT

If the Responder meets the criteria for Qualifications and Experience then the Evaluation Committee will open and review each Responder's Technical Proposal. Documentation for the Technical Proposal shall meet the minimum standards established in Section III.B. The criteria for evaluation will be based upon Section IV.A. At the sole discretion of the Evaluation Committee, Responders may be required to make one or more oral presentations in order to clarify their proposals and to respond to the questions of the Evaluation Committee. Only those Responders whose proposals have been judged to be reasonably susceptible of being selected for award, or potentially so, will be invited to make oral presentations. If required, these oral presentations will be scheduled at the convenience of the MPO after the initial review and as part of the overall evaluation of the proposals. Representations made during an oral presentation must be reduced to writing and shall become part of the Responder's proposal and are binding if the contract is awarded.

2. If it is determined by the Evaluation Committee that a proposal has not met the standards and criteria listed in this RFP the Responder shall be disqualified from further consideration.

3. If the Responder meets the criteria for the Technical Proposal then the Evaluation Committee will open and review each Responder's Price Proposal. The Evaluation Committee will then designate a responsive responsible Responder with the lowest price proposal. However, the MPO reserves the right to select a different Responder if they have presented a justifiably significant advantage to the MPO.

4. The successful Responder will be required to enter a contract agreement with the MPO (Attachment C).

DRAFT

SECTION V - ATTACHMENTS

(A) DEBARRMENT AND SUSPENSION FORM
(B) AFFIDAVIT
(C) CONTRACT AGREEMENT
(D) STAFF MATRIX
(E) PROPOSAL FORM

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ATTACHMENT A

GOVERNMENT-WIDE PUR-

DEBARMENT AND SUSPENSION Bid Name:

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension,* and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355,108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *MPO*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *MPO*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name

_____

Signature of Contractor's Authorized Official

_____

Printed Name of Contractor's Authorized Official

_____

Printed Title of Contractor's Authorized Official

_____

Date _____

ATTACHMENT B

HAGERSTOWN/EASTERN PANHANDLE METROPOLITAN PLANNING ORGANIZATION
AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor

_____

Address

_____

Telephone _____ Proposal Number **(PUR-1305)**

I, _____, the undersigned, _____of the above
named (Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in
(Month) (Year)

the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of the MPO, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the MPO, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the MPO received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the MPO in connection with this contract, job, work, or service for the MPO, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the MPO have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with the MPO have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

_____ _____
DATE SIGNATURE

_____ _____
COMPANY NAME PRINTED PRINTED NAME

_____
TITLE

ATTACHMENT C

AGREEMENT

BY AND BETWEEN

HAGERSTOWN/EASTERN PANHANDLE

METROPOLITAN PLANNING ORGANIZATION

AND

_____

I. PARTIES

This Agreement is made and entered into by and between the Hagerstown/Eastern Panhandle Metropolitan Planning Organization (hereinafter referred to as HEPMPO or MPO), and the firm of _____ hereinafter referred to as the "Consultant".

II. WORK EFFORT

A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the HEPMPO Request for Proposal (RFP) dated _____, and all addenda, and the Consultant's Proposal dated _____ , the contents of said RFP and Proposal are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein.

B. The Consultant agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Consultant may commence work within seven (7) days upon receipt of written Notice to Proceed from the MPO, such notice being contingent upon the execution of this Agreement by the MPO and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the MPO and as set forth in the accepted Project schedule as contained in the RFP.

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the MPO shall constitute authority for issuance of a Termination Notice in accordance with Section IV of this Agreement, except wherein

circumstances beyond the control of the Consultant and so concurred in writing by the MPO shall warrant alteration, adjustment or deviation from the schedule.

IV. TERMINATION

The MPO may upon written notice to the Consultant terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

(A.1) Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the MPO of a notice specifying the default the MPO may terminate the agreement.

(A.2) If the Consultant fails to provide an approved replacement as required by the RFP within one (1) working day of the departure of the individual being replaced, the MPO shall have the right to terminate the agreement, immediately, without notice or opportunity to cure.

(B) If the MPO shall determine that termination is in the best interest of the MPO the MPO may terminate the agreement. Any termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated and the effective date of such termination.

If after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above it is determined that the Consultant was not in default pursuant to "A.1" or "A.2", or that the Consultant's failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the MPO, the Consultant shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the MPO may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the MPO for damages sustained by the MPO by virtue of any breach of this Agreement by the Consultant and the MPO may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the MPO from the Consultant is determined.

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Consultant and MPO shall be decided by the MPO Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party may appeal the decision of the MPO Director to any court of competent jurisdiction.

VI. AUDIT

(A) The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any Federal, State or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures and practices. HEPMPO or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

(B) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.

(C) Records under paragraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

The performance of services or MPO acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand and at no cost to the MPO. Defective work may be defined but not limited to such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. which is caused by error or omission for a period of twelve (12) months after the final report delivery by the Consultant.

With regard to any construction resulting from services as between the parties to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

VIII. CHANGES

The MPO may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the compensation to the Consultant, shall be incorporated in written change order to the purchase order to this agreement and payment or adjustment effected as set forth in Section XIV of this agreement.

IX. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

X. MPO FURNISHED DATA

All information, data, reports, records, and maps as are existing and identified by the Consultant, available to the MPO without significant cost, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge by the MPO and the MPO shall cooperate with the Consultant in every way possible in the carrying out of the planning work, providing, however, that the needs of the Consultant for such support are made known to the MPO.

The MPO will not provide clerical assistance to the Consultant for this project and MPO personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, MPO employees are free to participate in consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

XI. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated Proposal and/or SCOPE OF EFFORT, and the MPO reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this study or any reports or other material pertaining to it without the express written consent of the MPO except to comply with appropriate State and Federal requirements; and in such instances shall consult with the MPO prior to so doing. Further, materials approved for release by the Consultant cannot be distributed for profit.

The Consultant may publish information pertaining only to its service under this Agreement, but shall not release copies of its documentation or final report to any other parties without the prior written approval of the MPO.

XII. REPORTS

Reports are to be provided as specified in the RFP.

XIII. MEETINGS

When requested by the MPO Director, selected Consultant personnel shall attend meetings, conferences and presentations with MPO staff, public agencies, private organizations and others concerned with this project.

XIV. PAYMENT

The Consultant hereby agrees to undertake the project on a task order basis and will be paid as outlined in the RFP. Task order cost will be developed on the basis of the firm, fixed unit labor

rates quoted in their proposal and the actual hours expended on a given task by individuals in the various labor categories. The total fee for all work tasks completed under this contract shall not exceed $_____

MPO-directed adjustments in direction or emphasis of the work effort will not be considered as adequate justification for cost renegotiations provided such adjustments do not constitute a change in the general scope of the project.

In the event changes in the general scope of effort are mutually agreed upon by the required parties, the degree of change of scope in terms of man-hours (amount and type) will be negotiated to a satisfactory solution between the required parties and payment or credit for this adjustment will be made part of the agreement by the written change order to the purchase order to this agreement.

XV. METHOD OF PAYMENT

The Consultant will, at the designated time set forth in the project schedule incorporated into this Agreement, submit on his standard form an invoice for his services rendered. The invoices shall indicate the percentage completion of each of the major tasks, and the total amount due for the billing period. In addition, the Consultant shall submit a monthly report, which shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products, which the Consultant is required to furnish as part of the Agreement.

The Consultant will submit the original and two copies of the invoice directly to the HEPMPO, 33 West Washington Street, Suite 402 4th Floor, Hagerstown, Maryland 21740. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and when certified as acceptable, will be forwarded for payment.

In event of dispute or defective work (Section V and VII of this Agreement), the MPO reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

XVI. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

XVII. EQUAL EMPLOYMENT

By signature hereon the Consultant agrees and affirms that he accepts and will conform to the Affirmative Action Program that states that:

> "HEPMPO expects that the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex or age."

In addition, the Consultant further certifies that he now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

XVIII. CONFLICT OF INTEREST

(A) No officer or employee of the MPO and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

(B) The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

XIX. EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

XX. HEPMPO SAVED HARMLESS/INSURANCE REQUIRED

(A) Professional Liability

The Consultant shall defend, indemnify and save harmless the MPO from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Consultant, his servants, or agents under this Agreement.

Monies to become due the Consultant under the agreement as may be considered necessary by the MPO shall be retained by the MPO until such suits or claims for damages shall have been settled or until the Consultant furnishes to the MPO satisfactory evidence of insurance coverage with respect to such suits or claims.

(B) General Liability

The Consultant shall defend, indemnify and save harmless the MPO from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the MPO may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, his servants, or agents, (other than arising out of Consultant's professional engineering services).

Monies to become due the Consultant under the agreement as may be considered necessary by the MPO shall be retained by the MPO until such suits or claims for damages shall have

been settled or until the Consultant furnishes to the MPO satisfactory evidence of insurance coverage with respect to such suits or claims.

(C) The Consultant will not hold the MPO liable for any injuries to the employees, servants, agents, subcontractors or assignees of the Consultant arising out of or during the course of services relating to this Agreement.

(D) The Consultant will provide to the MPO evidence of insurance coverage satisfactory to the MPO, including but not limited to, coverage for the liabilities arising out of those matters mentioned in (A) in the amount of $1,000,000 and as to (B) and (C) in the amount of $1,000,000.

XXI. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty HEPMPO shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Consultant, whether such successor be an individual, a partnership or a corporation, is acceptable to HEPMPO, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the MPO.

XXIII. DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to prosecute the work continuously and diligently and he shall make no charges or claims for damages for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HEPMPO may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The MPO shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the agreement cost thereof. Such changes, alteration or modification to the services provided for in this agreement will be made by written change orders to the purchase order of this agreement.

Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be

processed by a written change order requisition and is effective only when the change order to the purchase order is issued.

XXV. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Agreement.

XXVI. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for him under the terms of this Agreement shall at any time during the performance of the services be made available to HEPMPO upon request by HEPMPO and shall become and remain the property of HEPMPO upon termination or completion of the services. HEPMPO shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided in the Agreement.

XXVII. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Consultant shall not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of HEPMPO.

XXVIII. SANCTIONS UPON IMPROPER ACTS

If the Consultant, or any of its officers, partners, principals, or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fee or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to HEPMPO.

XXIX. RESPONSIBILITY OF CONSULTANT

A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant Engineer in the performance of services similar to the services hereunder.B. Notwithstanding any review, approval, acceptance or payment for the services by HEPMPO, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Consultant under this Agreement.

C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standard set forth in Paragraph A above, and such failure is made known to the Consultant within two years after expiration of this Agreement, it shall, if required by HEPMPO perform at its own expense and without additional cost to HEPMPO, those services necessary for the correction of any deficiencies or damage resulting, in whole or

in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedy available to HEPMPO under Section IV.

D. The Consultant shall be required to furnish, upon request by HEPMPO, proof that he has the financial capacity to provide the services and that he is financially able, through his own resources or through a qualified surety, to protect HEPMPO from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

A. This Agreement was made and entered into in Maryland, and is to be construed under the laws of Maryland. As to the Consultant this Agreement is intended to be a contract under seal and a specialty.

B. The laws of Maryland and HEPMPO shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties hereunder.

XXXI. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. That it is not in arrears with respect to the payment of any monies due and owing HEPMPO, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

C. That it shall comply with all Federal, State and local laws, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;

E. That the facts and matters set forth hereafter in the Affidavit and Signature Page which is attached to this Agreement and made a part hereof are true and correct.

In addition to any other remedy available to HEPMPO, breach of any of the Paragraphs A through E of this Section shall, at the election of HEPMPO, be grounds for termination as provided for in Section IV, provided, however, that failure of HEPMPO to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to HEPMPO.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed on _____, 2024 by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

_____
Secretary

BY:_____ (SEAL)
_____
Title

Address _____

_____

ATTEST:

HAGERSTOWN/EASTERN PANHANDLE
METROPOLITAN PLANNING ORGANIZATION

By:_____

ATTACHMENT D

STAFF MATRIX

POSITION CLASSIFICATION	ASSIGNED STAFF
Project Manager	
Transportation Planner	
Modeler	
GIS Technician	
Administrative	

_____
DATE

_____
SIGNATURE

_____
COMPANY NAME PRINTED

_____
PRINTED NAME

_____
TITLE

ATTACHMENT E

HAGERSTOWN/EASTERN PANHANDLE
METROPOLITAN PLANNING ORGANIZATION

CONSULTANT SERVICES
REQUIREMENTS CONTRACT

PROPOSAL FORM

The Firm of: _____

_____

_____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. ____, Dated _____; No. ____, Dated _____; No. ____, Dated _____ for the following amounts. Amounts shall be shown in both words and figures. The written amount shall govern.

A. Project Manager - Hourly Rate

Standard Rate: _____ Dollars ($_____)
(Written) (Figures)

B. Transportation Planner - Hourly Rate:

Standard Rate: _____ Dollars ($_____)
(Written) (Figures)

C. Modeler - Hourly Rate:

Standard Rate: _____ Dollars ($_____)
(Written) (Figures)

D. GIS Technician - Hourly Rate:

Standard Rate: _____ Dollars ($_____)
(Written) (Figures)

E. Administrative - Hourly Rate:

Standard Rate: _____ Dollars ($_____)
(Written) (Figures)

Resident Rate: _____ Dollars ($_____)

FIRM NAME:_____

ADDRESS: _____

SIGNATURE OF OFFICER OF FIRM: _____

PRINTED NAME AND TITLE: _____

TELEPHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____

REMARKS/EXCEPTIONS: _____

_____

DATE: _____

Invoice Summary

	Amount Programmed FY 2024	Invoice 1	Invoice 2	Invoice 3	Invoice 4	Year total	Percent Expended	Unused funds
Total MPO Expense:	$646,192.00	**$72,590.04**				$72,590.04		
Maryland Expense:	$342,129.00	**$38,303.62**				$38,303.62		
West Virginia Expense:	$304,063.00	**$34,286.43**				$34,286.43		
MD Breakdown:								
MD FHWA Funds (80%)	$200,076.00	$16,990.48				$16,990.48		$183,085.52
MD FTA (80%)	$73,628.00	$13,652.42				$13,652.42		$59,975.58
MD DOT Matching Funds (10%)	$34,213.00	$3,830.36				$3,830.36		$30,382.64
Local Share (10%)	$34,213.00	$3,830.36				$3,830.36		$30,382.64
MD Total	**$342,130.00**	**$38,303.62**	**$0.00**	**$0.00**	**$0.00**	**$38,303.62**	**11.2%**	**$303,826.38**
WV Breakdown:								
NEW PLANNING FUNDS								
WV Fed Consolidated PL Funds (80%)	$243,250.00	$27,429.15	$0.00	$0.00	$0.00	$27,429.15		$215,820.85
WV DOT Matching Funds (10%)	$30,406.00	$3,428.64	$0.00	$0.00	$0.00	$3,428.64		$26,977.36
Region IX Local (10%)	$30,406.00	$3,428.64	$0.00	$0.00	$0.00	$3,428.64		$26,977.36
Regular Planning Subtotal	**$304,062.00**	**$34,286.43**	**$0.00**	**$0.00**	**$0.00**	**$34,286.43**	**11.3%**	**$269,775.57**

Cost Summary Anaylsis												
		Short Range (6010)	**TIP (6020)**	**Traffic Data (6050)**	**GIS (6051)**	**Long Range (6100)**	**Service (6250)**	**AQ Conf (6300)**	**Transit (6500)**	**Sp. Studies (6650)**	**Admin. (6990)**	**Total**
Current Invoice Expenditures												
	MD	$358.22	$2,178.86	$296.33	$3,044.39	$814.91	$557.80	$0.00	**$17,065.52**	$6,779.03	$7,208.56	$38,303.62
	WV	$625.79	$2,890.43	$222.25	$5,931.03	$1,555.74	$1,513.04	$238.81	$4,244.58	$7,890.27	$9,174.49	$34,286.43
	Total Invoice	**$984.00**	**$5,069.29**	**$518.58**	**$8,975.42**	**$2,370.65**	**$2,070.84**	**$238.81**	**$21,310.10**	**$14,669.30**	**$16,383.05**	**$72,590.04**
Year-to-Date Expenditures												
Invoice #1	MD	$358.22	$2,178.86	$296.33	$3,044.39	$814.91	$557.80	$0.00	$17,065.52	$6,779.03	$7,208.56	$38,303.62
	WV	$625.79	$2,890.43	$222.25	$5,931.03	$1,555.74	$1,513.04	$238.81	$4,244.58	$7,890.27	$9,174.49	$34,286.43
Invoice #2	MD											
	WV											
Invoice #3	MD											
	WV											
Invoice #4	MD											
	WV											
YTD Subtotal	**MD**	$358.22	$2,178.86	$296.33	$3,044.39	$814.91	$557.80	**$0.00**	$17,065.52	$6,779.03	$7,208.56	**$38,303.62**
	WV	$625.79	$2,890.43	$222.25	$5,931.03	$1,555.74	$1,513.04	**$238.81**	$4,244.58	$7,890.27	$9,174.49	**$34,286.43**
FY 2024 BUDGET												
	MD	$4,756.00	$17,616.00	$2,960.00	$15,146.00	$11,301.00	$7,436.00	$2,168.00	$67,450.00	$194,472.00	$18,824.00	$342,129.00
	WV	$6,590.00	$23,360.00	$4,195.00	$21,015.00	$16,208.00	$10,410.00	$2,708.00	$17,625.00	$175,298.00	$26,654.00	$304,063.00
	Overall	**$11,346.00**	**$40,976.00**	**$7,155.00**	**$36,161.00**	**$27,509.00**	**$17,846.00**	**$4,876.00**	**$85,075.00**	**$369,770.00**	**$45,478.00**	**$646,192.00**
Remaining Budget (+/-)												
	MD	$4,397.78	$15,437.14	$2,663.67	$12,101.61	$10,486.09	$6,878.20	$2,168.00	$50,384.48	$187,692.97	$11,615.44	$303,825.38
	WV	$5,964.21	$20,469.57	$3,972.75	$15,083.97	$14,652.26	$8,896.96	$2,469.19	$13,380.42	$167,407.73	$17,479.51	$269,776.57
	Overall	**$10,361.99**	**$35,906.71**	**$6,636.42**	**$27,185.58**	**$25,138.35**	**$15,775.16**	**$4,637.19**	**$63,764.90**	**$355,100.70**	**$29,094.95**	**$573,601.95**

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 02/05/24
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-134: Guidance for Jefferson County Development Authority (JCDA) Representative

ATTACHMENTS:

- Guidance for JCDA Representative (November 2018).pdf

Guidance for Charles Town's JCDA Representative
As of November 19, 2018

The goal of the City Council of the City of Charles Town is to provide guidance, recommendations, information and a clear vision of how the City Council would like its appointees to act in the City's best interest.

The City Council of the City of Charles Town generally believes that its appointed representative to the Jefferson County Development Authority (JCDA) should, where legally permissible, consider the following:

1. Assume an active role; seek leadership positions within the JCDA as appropriate.

2. Maintain regular and frequent dialogue with other JCDA appointees.

3. Possess a working knowledge of Charles Town's Comprehensive Plan as well as other comprehensive and development plans within Jefferson County.

4. Dutifully consider whether or not JCDA's activities, initiatives, and/or projects are consistent with Charles Town's Comprehensive Plan as well as other comprehensive and development plans within Jefferson County.

5. Keep the Charles Town City Council informed of JCDA's activities, initiatives, and/or projects with regular written reports.

6. Alert the Charles Town City Council and other elected officials throughout Jefferson County on any JCDA activities, initiatives, and/or projects that are inconsistent with or contrary to Charles Town's Comprehensive Plan or other comprehensive or development plans within Jefferson County.

7. Encourage JCDA to hold public hearings on proposed JCDA activities, initiatives, and/or projects that may be inconsistent with or contrary to Charles Town's Comprehensive Plan or other comprehensive or development plans within Jefferson County.

8. Encourage the limited use of non-disclosure agreements by the JCDA. When non-disclosure agreements are necessary, they should be of limited scope to allow for a maximum period of time available for public notification, review, and comment.

9. Encourage maximum public transparency of JCDA's activities and to accurately respond in a timely manner to bona fide public requests for information.

10. For the purposes of industrial development in Jefferson County, heavy industry/manufacturing is a process that converts the properties of raw materials to products for either other manufacturing processes or an end use. Light industry/manufacturing is the processing or assembly of previously processed

materials. Heavy industry typically has a greater impact on the environment than light industry and as such is generally contrary to Charles Town's Comprehensive Plan.

11. Encourage the JCDA appointees to focus on economic development issues of high importance throughout the county including small business development, environmental stewardship, transportation for workers, skills training and high-quality job opportunities for the underemployed, and responsible development in unincorporated areas.

Nick Zaglifa, Presiding Officer — Date: 11/20/18

Daryl Hennessy, Clerk — Date: 11-20-18