CITY OF CHARLES TOWN
CITY COUNCIL
AGENDA • OCTOBER 5, 2026

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

: **2026-1966:** City Council Meeting Minutes - September 21, 2026
City Council Meeting Minutes - September 21, 2026 draft.pdf

3. PUBLIC COMMENT

4. WARD REPORTS

5. MAYOR'S REPORT

6. COMMITTEE REPORTS

: **2026-1967:** Ordinance Committee Report - September 17, 2026

: **2026-1980:** Infrastructure Committee Report - October 1, 2026
Report_ Infrastructure Committee September 2026.pdf

7. CITY MANAGER REPORT

: **2026-1968:** City Manager's Report - October 5, 2026
Council - October 5, 2026.pdf

8. POLICE CHIEF REPORT

9. UNFINISHED BUSINESS

: **2026-1969:** Cloud Data Storage Discussion
Charles Town PD - NTP 08112026.pdf
QUOTE - 3745884 - Charles Town - Cloud Migration.pdf
PremisevsCloud_Tek-Advisors.pdf

: **2026-1970:** Jefferson County Commission's Housing Summit - Discussion on Participating
County Email - Housing Meeting.pdf
2026-10-14 JCC Town Hall on Residential Growth.pdf

10. NEW BUSINESS

: **2026-1937:** Updating the Flood Control Ordinance
1. Staff Report.pdf
2. 2024 Community Information.pdf

3. 2026-05-27 Final Determinations.pdf

: **2026-1965:** Huntfield Proffer Review
1. Signed Agreement.pdf
2. Master Plan with partially approved changes.pdf
3. Phases 9 and 11 Sketch Plan.pdf

: **2026-1972:** Board of Parks and Recreation Commission Appointment
Boards and Commissions Application - 2026 Mr. Mitchell.pdf

: **2026-1973:** An Ordinance to Approve the July 2026 Replacement Pages to the Codified Ordinances
JULY 2026 ADOPT ORD.pdf
Article 333 - Driving Under the Influence; Reckless Driving.pdf
Article 545 Weapons and Explosives.pdf

: **2026-1981:** Davenport Street Extension Proposal
Davenport map.png
Davenport Road Extension - 2021 meeting minutes.pdf

: **2026-1982:** Crosswalk Discussion and Referral

: **2026-1983:** A Resolution of the City Council of Charles Town, West Virginia Opposing the Valley Link North, Gore-Doubs-Goose Creek, and Mid-Atlantic Resiliency Link (MARL) Transmission Line Projects
Resolution - Transmission Lines.pdf

: **2026-1984:** Good Neighbor Data Center Guidelines
Data Center Guardrails Letter.pdf

: **2026-1985:** Opioid Funds Discussion
2025-005 - Resolution Allocating Opioid Funds to Police Social Work Program.pdf

11. REFERRALS TO COMMITTEES/COMMISSIONS

: **206-1956:** Facade Improvement Grant - Referral to Ordinance Committee
FIP_GRANT_APPLICATION_2018.pdf

12. APPROVAL OF BILLS

: **2026-1988:** Payment of Bills - October 5, 2026
GEN FUND COUNCIL REPORT 2026-10-05.pdf
CAPITAL RESERVE COUNCIL REPORT 2026-10-05.pdf
PARKS N REC COUNCIL REPORT 2026-10-05.pdf

13. ADJOURNMENT

14. INFORMATION ONLY - NEXT MEETING, Monday, October 19, 2026, at 7:00PM

: **2026-1974:** Appeal to the Facade Improvement Grant Letter
Email - Sellers.pdf

: **2026-1975:** Personnel Committee Report - September 14, 2026
Personnel Committee Report September 14.pdf

: **2026-1976:** Parks and Recreation Expense Approval Report - September 21, 2026
SPECIAL RUN PARKS AND REC 09-21-2026.pdf

: **2026-1977:** Charles Town Utility Board Meeting Minutes - July 8, 2026, July 22, 2026, and August 26, 2026
2026.07.08 UB MINUTES .pdf
2026.07.22 UB MINUTES .pdf
2026.08.26 UB MINUTES .pdf

: **2026-1978:** Daniel Shirkey Oath of Office - BZA
Oath of Office - Daniel Shirkey.pdf

: **2026-1979:** Colin Stine Public Comment Letter
Public Comment - Stine.pdf

15. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at: https://www.charlestownwv.us/government/agendas_minutes.php

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1966: City Council Meeting Minutes - September 21, 2026

ATTACHMENTS:

- City Council Meeting Minutes - September 21, 2026 draft.pdf

CITY OF CHARLES TOWN

CITY COUNCIL

MINUTES • September 21, 2026

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

101 East Washington Street, Charles Town, WV 25414

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Micheal George	Mayor	Present	
James Kratovil	Councilmember	Present	
Elizabeth Ricketts	Councilmember	Present	
Jeff Hynes	Councilmember	Present	
Kevin Tester	Councilmember	Present	
Nate Hartman	Councilmember	Present	
Alden Roth	Councilmember	Present	
Julie Smith	Councilmember	Present	
Andie Sugrue	Councilmember	Present	

Ms. Alissa Meeks, Assistant City Manager; Ms. Stephanie Grove, City Attorney; Ms. Lori Nice, Finance Director; Mr. Stephen Galleher, Operations Director; Mr. James Newman, City Planner; Ms. Roberta Meade-Curry, Long-Range Planner; Ms. Liz Cook, Business Development/Downtown Coordinator; and Chief Chris Kutcher, Charles Town Police Department (CTPD) were also in attendance.

1. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

2026-1939: City Council Meeting Minutes - September 8, 2026

The following change was made to the September 8, 2026, city council minutes:

Packet page 7: Agenda Item 2026-1862 - Change the voting block to show Ms. Ricketts and Mr. Tester voting Nay for a 7-2 vote.

3. PUBLIC COMMENT

Mr. Colin Stine spoke of his concern about the proposed pipeline and the possibility of toxins entering into the drinking water system.

Dr. Christine Wimer spoke about her concerns with Charles Town Utility Board (CTUB) and the issues with the Stormwater Construction Permit for the Sidewinder groundwater pipeline.

4. WARD REPORTS

Ward 1

Mr. Kratovil had nothing to report.

DRAFT

Ms. Ricketts thanked the Tree Board and city staff for helping with the community tree sale that took place on Saturday, September 19, 2026. On October 17, 2026, there will be an opportunity for citizens to help with tree planting at Jefferson Memorial Park. She also reported that she will be attending the 2026 Integrated Preparedness Planning Workshop and the State Auditor's Training for municipal officials.

Ward 2

Mr. Hynes reported that Community Combined Ministries in Martinsburg packs food baskets once a month for both Berkeley and Jefferson County school children to make sure they have food on weekends and school breaks. Anyone can volunteer and dates are listed on their website or Facebook page.

Mr. Tester had nothing to report.

Ward 3

Mr. Hartman had nothing to report.

Mr. Roth had nothing to report.

Ward 4

Ms. Sugrue reported that she will be volunteering at Ms. Willa's Ever After event on Friday, September 25th and 26th. Hips and Sips will take place on Friday, September 25, 2026, at 6:00PM. She thanked past and present council members and staff that worked on the wayfinding project.

Ms. Smith had nothing to report.

5. MAYOR'S REPORT

Mayor George reported that the Charles Town Utility Board (CTUB) meeting, scheduled for September 23, 2026, will be held in the Jefferson County Commissioner's meeting room.

6. COMMITTEE REPORTS

2026-1940: Finance Committee Report - September 8, 2026

Mr. Hynes reviewed the Finance Committee report.

2026-1941: Personnel Committee Report - September 14, 2026

Ms. Sugrue reviewed the Personnel Committee report.

2026-1948: Board of Parks and Recreation Report - September 10, 2026

Mr. Roth presented an oral report for the Board of Parks and Recreation Commission.

7. CITY MANAGER REPORT

2026-1942: City Manager's Report - September 21, 2026

Ms. Meeks reviewed the City Manager's Report.

8. POLICE CHIEF REPORT

Chief Kutcher reported that the department currently has two vacancies and there will be a testing date mid-October 2026.

DRAFT

9. UNFINISHED BUSINESS

2026-1943: Community Grant Policy Review

Mr. Hynes moved to remove this agenda item from the Table. Mr. Hartman seconded the motion, and hearing no objections, Mayor George removed it from the Table.

After some discussion it was agreed that this agenda item will be placed on the October 19, 2026, city council agenda for further discussion.

10. NEW BUSINESS

2026-1796: Stormwater Update from Greenway Engineering (Presentation)

Mr. Zach Judy and Mr. Randy Kepler of Greenway Engineering presented the findings of the overall study of the drainage and runoff conditions within the city.

2026-1936: Parks and Recreation Department Transfer to Move from Community Development Division to Operations Division

Mr. Hynes moved to approve the Parks and Recreation Manager position being moved from the Community Development Division to the Operations Division with the understanding that this can be revisited when a new city manager is hired. Mr. Hynes also confirmed that the Director of the Parks and Recreation will continue to be the City Manager. Ms. Sugrue seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Andie Sugrue
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

2026-1944: Board of Parks and Recreation Commission and Board of Zoning Appeals Appointments

Mr. Hynes moved to appointment Mr. Daniel Shirkey to the Board of Zoning Appeals for a partial term ending December 31, 2026. Mr. Tester seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Kevin Tester
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

Ms. Rickets moved that the city begins advertising for all Board and Commission terms ending December 31, 2026. Mr. Roth seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Elizabeth Ricketts
SECONDER:	Alden Roth
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

DRAFT

2026-1945: 2026 Integrated Preparedness Planning Workshop Discussion

Ms. Ricketts informed the council she plans on attending the Integrated Preparedness Planning Workshop and requested topics that she could suggest for future training. Some of the suggestions were hazmat emergency training, storm management, cyber-attacks, water source security/drone attacks, and AI training.

2026-1947: Letter of Support for Charles Town Now's Hometown Grant Application

Mr. Hynes moved to empower the mayor to sign the letter of support for Charles Town Now's Hometown Grant application. Ms. Sugrue seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Andie Sugrue
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

2026-1949: 2027 Municipal Election Discussion

Ms. Grove provided information to the council about the new election law that all local municipal elections shall be held concurrently with a regularly scheduled statewide primary or general election by 2032 and the possible changes the city will need to make to council terms. No action was taken.

2026-1954: Appeal of the Historic Landmarks Commission Ruling on the Façade Improvement Grant

Mayor George moved to approve the Façade Improvement Grant application and directed staff to release the funds to the applicant. Mr. Kratovil seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Micheal George
SECONDER:	James Kratovil
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

The Façade Improvement Grant will be placed on the next council agenda for referral to the Ordinance Committee.

11. REFERRALS TO COMMITTEES/COMMISSIONS

2026-1938: Article 135 - Update Municipal Ordinance 135 to reflect State Code 8A-2-3 Municipal Planning Commission.

Mr. Hynes moved to refer Article 135 to the Ordinance Committee. Mr. Tester seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jeff Hynes
SECONDER:	Kevin Tester
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

12. APPROVAL OF BILLS

2026-1946: Payment of Bills - September 21, 2026

Mr. Kratovil moved to approve the bills for payment. Mr. Hartman seconded the motion, and it passed by unanimous vote.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Kratovil
SECONDER:	Nathanael Hartman
AYES:	George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue

13. ADJOURNMENT

Mayor George asked if there was any objection to adjourning the meeting. Hearing none, he adjourned the meeting.

14. INFORMATION ONLY - NEXT MEETING, Monday, October 5, 2026, at 7:00PM

2026-1950: Charles Town Police Department August Statistical Report

2026-1951: Email from Specialty Equipment Market Association (SEMA)

2026-1952: Resolution to Update the Comprehensive Plan - Signed

2026-1953: Non-Codified Ordinance - Old Town Mixed-Use Commercial Automotive Uses - Signed

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DRAFT

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1967: Ordinance Committee Report - September 17, 2026

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1980: Infrastructure Committee Report - October 1, 2026

ATTACHMENTS:

- Report_ Infrastructure Committee September 2026.pdf

City of Charles Town

Infrastructure Committee

Report from September 17, 2026

Meeting Link: https://charlestownwv.granicus.com/player/clip/2171?view_id=1&redirect=true

I. CALL TO ORDER: Thursday, September 17th at 4:30 PM - City Hall

Councilmembers Present: Elizabeth Ricketts, Alden Roth, Jim Kratovil, Andie Sugrue (virtual)
Staff Present: Jim Wysong, Cory Lewis, James Newman

II. UNFINISHED BUSINESS

2026-1924: Stormwater Issues and Updates

The Committee discussed stormwater issues for residents on Shutter Street and the overall Greenway Engineering study. The engineers will be attending the upcoming City Council meeting to provide an update to the full Council.

2026-1925: Congress and Lawrence Street Intersection Update

No update was available at time of the meeting.

2026-1926: Liberty Street Stormwater Project

Staff updated the committee via email on updates regarding improvements made by Greenway Engineering and the subcontractors. Maintenance Director Wysong discussed ongoing maintenance of the stormwater site and attempting to use the street sweeper to clean the ADA curb ramps.

2026-1927: Resident Requests

A resident on South George Street reached out again regarding speeding in the area and their desire to see a speed radar sign permanently installed. This resident purchased their own radar sign and is offering to install it. Mr. Wysong will be working to incorporate parking and curb markings. Mr. Wysong met with a District 5 DOH engineer to discuss.

2026-1928: EPA Thriving Communities Grant - Next Steps

Councilmembers Roth and Ricketts are serving through the Parks and Recreation Commission on the subcommittee to review RFPs for the CLEAN Parks project funded through the grant. The goal is to begin the work with a selected firm in October.

2026-1929: Route 51 Intersection - State DOT Project Update

Councilmember Ricketts attended a meeting with the state and City staff earlier in the week and discussed the DOT moving forward with “Alternative 5: Traffic Light” which will include streetscape designs for both the MLK Jr Blvd and Route 51 portions of the City. The state representatives promised that more public engagement will be part of next steps.

2026-1930: Liberty Street Traffic Calming Measures - Update and Consideration of Parking Issues

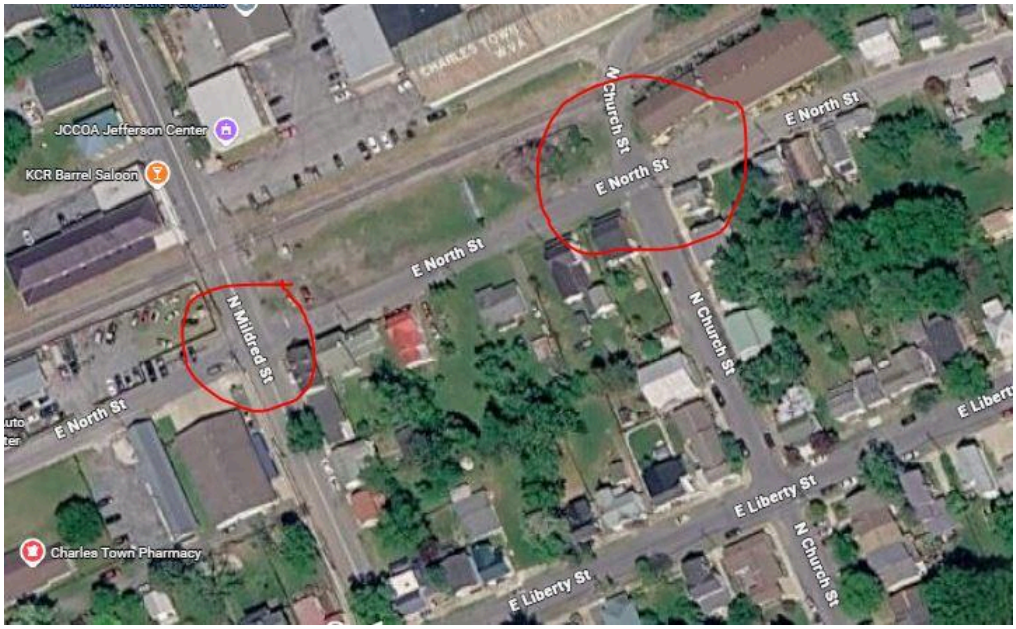
New 4-way stops have been installed at W. Liberty / N. Lawrence Streets and E. Liberty / Seminary St.

III. NEW BUSINESS

2026-1931: Resident Requests

The Committee discussed the following requests from residents and the city app. These included:

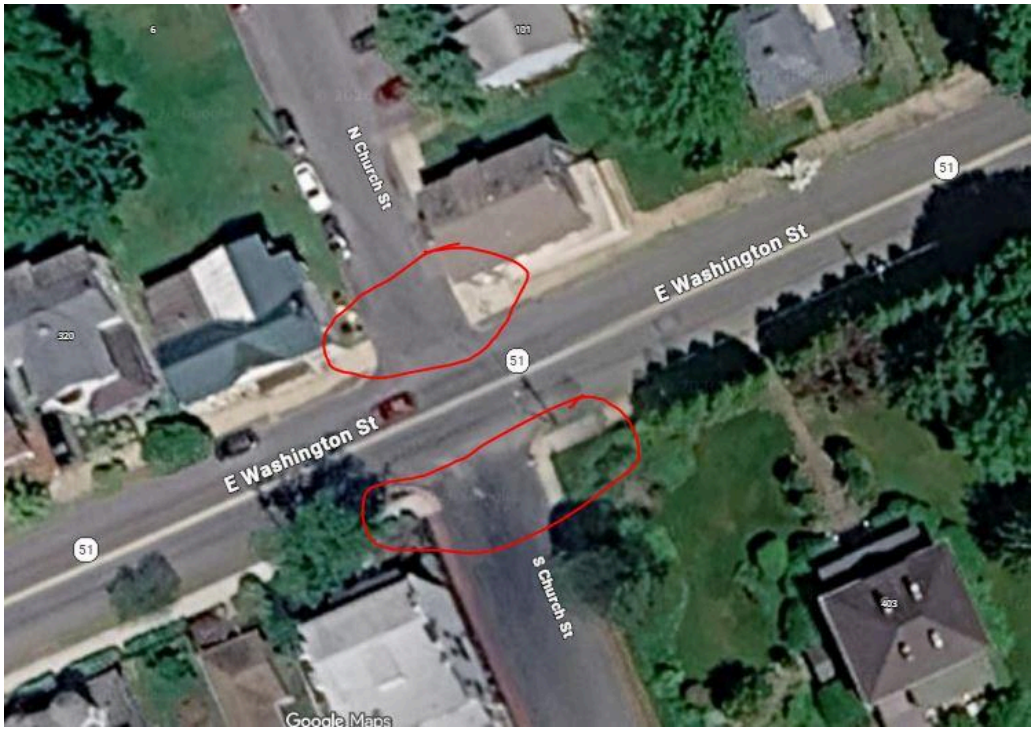
- Speeding concerns near Evitts Run Park on W. Liberty Street
  - **Recommendation by Committee:** *Install School Bus Stop signage near the base of the hill. This can be handled in house by the Maintenance Department and per City Ordinance ARTICLE 305 Traffic Control* “the City Manager shall place and maintain such traffic control device as (s)he deems necessary to carry out the provisions of the Traffic Code.”
- Crosswalk requests:
  - at East First Avenue and North Samuel Streets - **No recommendation**
  - at East North and North Mildred Streets - see below
  - at East North and North Church Streets - see below



Recommendation by Committee

The Committee was not in agreement on placement of crosswalks at the two intersections. The intersections are not currently 4-way stops, there is no sidewalk infrastructure in some sections, and curbs lack ADA transition ramps, but there is frequent pedestrian traffic in the area.

- at East Washington and North Church Streets
    - Although the resident was indicating they would like a crosswalk across Washington Street, this is an unsignalized state highway intersection and the City does not think it has the authority to install crosswalks on the state portion of the road.



Recommendation by Committee:

Install crosswalks across North Church Street and South Church Street at intersections with E. Washington Street.

- Stop sign at Mason and South Samuel Streets - **No recommendation**
    - The Committee plans to continue discussing speeding concerns on South Samuel Street and possible additions of stop signs.

- Sidewalk request near Jefferson Memorial Park - **No recommendation**

2026-1932: Pneumatic Tube and Speed Radar Data and Future Placement

The Committee reviewed pneumatic tube and speed radar trailer data from Forrest Ave, Augustine Ave, and Prospect Hill Blvd.

2026-1933: Maintenance Director Report

Maintenance Director Wysong provided an update for work carried out by the Department since July 10th.
The street sweeper was used successfully on the Augustine Avenue Trail.
The Charles Town Public Pool has been winterized.
A maintenance crew member was hired, while another has announced his resignation.

2026-1934: Other Projects Updates from Staff

Staff presented on the Davenport Street “paper street” which is a partially undeveloped roadway in the City with several empty lots that are currently for sale. There is a segment of the road that is paved and maintained by the City. Plat history shows the four lots along the unfinished section of roadway were designated as far back as 1891. The City Council previously discussed this item at the March 15, 2021 meeting.

Recommendation by Committee:
Committee and staff are unsure who holds the responsibility for completing the road.The committee recommended this item coming back to the City Council and getting a legal opinion.

2026-1935: Expansion of Walkability Grant - Referral from City Council

The Committee discussed the current grant parameters and heard feedback from staff on potential improvements to the program and design guidelines. The Committee plans to discuss the topic more in depth at their next meeting.

IV. ADJOURNMENT

Adjourned: 5:56PM
Next meeting: Thursday, October 1st at 5PM

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1968: City Manager's Report - October 5, 2026

ATTACHMENTS:

- Council - October 5, 2026.pdf

City of Charles Town

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

MEMORANDUM TO THE MAYOR AND CITY COUNCIL

FROM: Alissa Meeks, Interim City Manager
SUBJECT: City Manager's Report
DATE: October 5, 2026

This report is designed to provide information on substantive issues and meaningful project updates on items of importance to the Mayor and City Council.

ADMINISTRATION, MAINTENANCE, AND OPERATIONS

Employee Recognition: Mrs. Jeni Sales, Municipal Court Clerk, celebrated a milestone of 25 years of service to the City on September 17th. Congratulations to Jeni, and Thank You for your work and contributions to the City.

Stop Bars: Maintenance staff have painted over 100 stop bars throughout the City.

Stop Signs: The stop signs at Seminary and Liberty and Lawrence and Liberty are now live.

Maintenance Yard: Plan to attend a Maintenance Facility Workshop on **Tuesday, October 6th, 5PM**. A zoom link is available for those attending remotely.

Sea Container/Storage: Maintenance had a 40-foot sea container delivered and is currently being used for storage needs.

City Manager RFP Search Firm Proposals- Due October 8th.

COMMUNITY AND ECONOMIC DEVELOPMENT

Congress/Lawrence Street – Department of Highways placed project on the December 8th bid letting.

FINANCE:

Staffing: Finance has hired Ms. Vanessa Boone to fill the vacant finance position. She will start October 5th.

Software Update: Tyler Technologies is working to update/integrate the finance software to version 10.

Firm Proposal: The Finance Policy Update has been awarded to Brown & Edward, CPA firm.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1969: Cloud Data Storage Discussion

This agenda item was Tabled at the August 17, 2026, council meeting

ATTACHMENTS:

- Charles Town PD - NTP 08112026.pdf
- QUOTE - 3745884 - Charles Town - Cloud Migration.pdf
- PremisevsCloud_Tek-Advisors.pdf

Charles Town Police Department
To: Motorola Solutions, Inc. ("Motorola")
500 W. Monroe St.
Chicago, IL 60661

QUOTE - 3745884

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on **Proposal / QUOTE- 3745884** dated for the purchase price of **$138,804.84 Charles Town Police Department** agrees to pay Motorola Solutions "Net 30 days from receiving an invoice" for the equipment and services. This is inclusive of payment terms outlined within the **QUOTE - 3745884.**

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. Customer affirms funding has been encumbered for this order in accordance with applicable law and will pay all proper invoices as received from Motorola solely against this Agreement.

In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. The subscription services will be billed annually in advance of each subscription period. Invoices will be due Net 30 upon receipt and shall be sent/emailed to **Charles Town Police Department** at the following billing address:

Charles Town Police Department
661 S George St.
Charles Town, WV 25414

The Equipment will be shipped to the Customer at the following address:

Charles Town Police Department
661 S George St.
Charles Town, WV 25414

The customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact Alexander Tirado at +1 (856) 812-5478.

Sincerely,

By: _____

Title:_____

Email:_____

Date:_____

MOTOROLA SOLUTIONS







CHARLES TOWN, CITY OF

Cloud Migration

07/29/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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07/29/2026

CHARLES TOWN, CITY OF
101 E WASHINGTON ST
CHARLES TOWN, WV 25414

RE: Motorola Quote for Cloud Migration

Dear Chris Kutcher,

Motorola Solutions is pleased to present CHARLES TOWN, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CHARLES TOWN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Butch Bryant at butch.bryant@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Butch Bryant

Motorola Solutions Manufacturer's Representative

Billing Address:
CHARLES TOWN, CITY OF
101 E WASHINGTON ST
CHARLES TOWN, WV 25414
US

Quote Date:07/29/2026
Expiration Date:09/27/2026
Quote Created By:
Butch Bryant
butch.bryant@bearcom.com

End Customer:
CHARLES TOWN, CITY OF
Chris Kutcher
ckutcher@charlestownwv.us
3047252714

Contract: 36874 - SOURCEWELL MOBILE VIDEO-101223-MOT
AGREEMENT: WG AGREEMENT

Summary:

This Motorola quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms

Line #	Item Number	Description	Qty	Term	List Price	Disc $	Sale Price	Ext. Sale Price
	V700							
1	WGP02950A	BATT LIION IP67 4050T	19		$123.75	$24.75	$99.00	$1,881.00
2	WGB-0876A	V700 BWC 1080P FN READY W/REM BATT LM	19		$968.00	$271.04	$696.96	$13,242.24
3	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	19	5 YEARS	$552.00	$110.40	$441.60	$8,390.40
	CommandCentral DEMS							
4	PSV00S04239A	CC EVIDENCE VIRTUAL TRAINING	1		$1,077.28	$0.00	$1,077.28	$1,077.28
5	WGW00166-100	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	35		$125.00	$25.00	$100.00	$3,500.00
6	PSV00S05487A	MOBILE VIDEO REMOTE CLOUD DEPLOYMENT	1		$3,200.00	$0.00	$3,200.00	$3,200.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Disc $	Sale Price	Ext. Sale Price
7	SSV00S05160A	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER BODYWORN CAMERA	19	5 YEAR	$1,020.00	$0.00	$1,020.00	$19,380.00
8	SSV00S05161A	COMMANDCENTRAL DEMS UNLIMITED STORAGE PER IN-CAR VIDEO CAMERA	48	5 YEAR	$1,020.00	$0.00	$1,020.00	$48,960.00
9	SSV00S05158A	COMMANDCENTRAL DEMS PLUS SERVICE	43	5 YEAR	$3,000.00	$0.00	$3,000.00	$129,000.00
10	SSV00S06340A	RESPONDER PRODUCTIVTY ASSIST	43	5 YEAR	Included	Included	Included	Included
11	SSV00S03616A	SOFTWARE,COMMAND CENTRAL INTERVIEW ROOM SUBSCRIPTION	1	5 YEAR	$0.00	$0.00	$0.00	$0.00
12	WGC01013	VIRTUAL UPLOAD APPLIANCE	1	5 YEAR	$9,375.00	$1,875.00	$7,500.00	$7,500.00

Subtotal: $236,130.92

Discount: ($97,328.08)

Grand Total: $138,802.84(USD)

Pricing Metric :

Price is indicative of the following -
# of Devices - 43

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term	Upfront Sale Price
Upfront Costs*			
			$31,474.84
Upfront Subscription Fee			
	CommandCentral DEMS	Annually	$21,465.60
Sub Total:			**$52,940.44**

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	CommandCentral DEMS	Annually	$21,465.60	$21,465.60
Year 3 Subscription Fee				
	CommandCentral DEMS	Annually	$21,465.60	$21,465.60
Year 4 Subscription Fee				
	CommandCentral DEMS	Annually	$21,465.60	$21,465.60
Year 5 Subscription Fee				
	CommandCentral DEMS	Annually	$21,465.60	$21,465.60
Sub Total:				**$85,862.40**

Grand Total System Price (Inclusive of Upfront and Annual Costs)	**$138,802.84**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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Line #	Item Number	Parametric Data
1	PSV00S04239A	Incomplete
2	SSV00S05160A	Incomplete
3	SSV00S05161A	Incomplete
4	SSV00S05157A	Incomplete
6	SSV00S03749A	Incomplete
7	WGC01013	Incomplete

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V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

KEY FEATURES OF THE V700

- **Detachable Battery –** The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading –** Recordings made by the V700 are uploaded to the agency's evidence management system via LTE or WiFi. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming –** With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready –** The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account.
- **Data Encryption –** The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact® –** Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View –** The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application –** To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging –** The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation –** The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a

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corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording –** Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing –** Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software –** When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source –** The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.
- V700 and APX Radio Integration

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the Man Down feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster AwareTM sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

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DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

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MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798	WGA00669	WGA00668	WGP02697	WGP03088	WGP03085
					
Magnetic Center Shirt Mount	Tek-Lok Belt Mount	Molle Locking Mount	Shirt Clip	Heavy Jacket Clip	Heavy Jacket Magnetic Mount

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STATEMENT OF WORK — ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

ESSENTIAL SERVICE

Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

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Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the CommandCentral DEMS, VideoManager EL On-Premises, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

At the discretion of Motorola Solutions, if the device is considered "un-repairable", for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

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A three (3) year optional Service is available for the Transfer Station. Scope includes Technical Support and Hardware Repair as described in sections 1.2.1 and 1.2.4.

Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions' Sales representative if you have a question about the eligibility of your device.

Optional and purchasable Services are available for the Transfer Station.

MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the CommandCentral DEMS, VideoManager EL On-Premises, or VideoManager EL Cloud, solution. For customers using the CommandCentral DEMS or VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's CommandCentral DEMS or VideoManager EL Cloud instance. If using the VideoManger EL On-Premises solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering process,

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Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

Wi-Fi Connectivity. The Customer is responsible for providing all Wi-Fi connectivity to the device.

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Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and

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prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

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Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 30 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.

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- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing “Accidental Damage” repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

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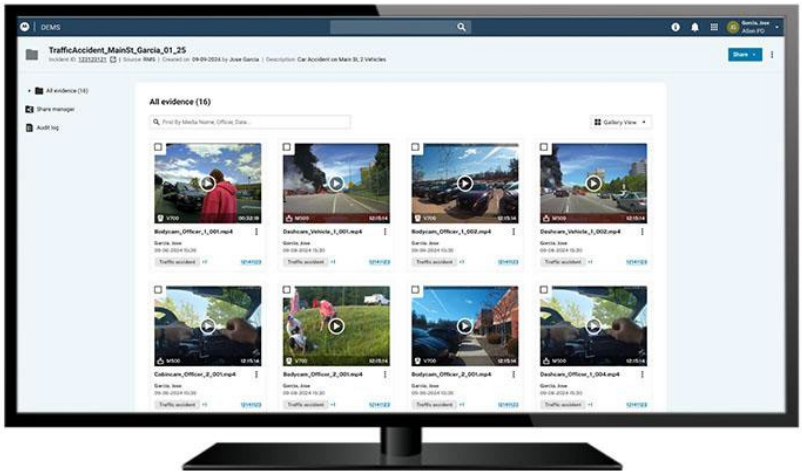
COMMANDCENTRAL DEMS PLUS SOLUTION DESCRIPTION

OVERVIEW

CommandCentral DEMS provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location.



By centralizing digital evidence collections, CommandCentral DEMS removes data silos and provides users with the storage and tools they need to get the most out of their critical information. In addition, users can easily secure and share content with an intact chain of custody, to improve collaboration.



CommandCentral DEMS Plus is available without any upfront capital investment. Monthly subscription service costs include the software, device management, and storage. Evidence also secures data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework.

THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all software applications with one agency username and password for a more streamlined workflow. The platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

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CommandCentral continuously evolves, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



Figure 1: The End-to-End Platform

DIGITAL EVIDENCE MANAGEMENT

Evidence stored in the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

Store and Manage - Collections

Evidence is automatically linked based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident.

- **Auto Created Collections** – Digital evidence captured by integrated products that provide a Record ID, such as an Incident or Case Number, will automatically be grouped into a Collection.
- **Manually Created Collections** – Users can manually create collections or sub-collections to better organize individual files and related items.
- **Bulk Actions** – Easily download, share, and edit specific details of multiple files in a group.
- **Manual Upload** - Upload digital evidence from 3rd parties directly into an existing collection or while creating a new collection to build your case.

Interagency, Judicial, and Community Sharing

Easily share digital evidence with trusted organizations and community members using our secure sharing features.

- **Trusted Organizations, Authenticated Sharing** - Share digital evidence collections with other agencies and judicial partners in a secure portal accessible by authenticated users.
- **Unauthenticated** - Quickly share evidence with the community for public information requests. Links can be password protected to add a level of security.

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AI Assisted Redactions and Transcriptions

Protect confidentiality and save time with our AI Assisted Redaction and Transcription Services.

- **AI Transcription & Summaries** - Generate transcriptions on-demand or set up automations to create transcriptions for video and audio files with an AI generated summary.
- **AI Assisted Video and Audio Redactions** - Receive suggestions for objects and information commonly redacted.
  - Video Object Detection - Identifies and tracks objects commonly redacted; such as heads (faces), license plates, screens, and documents.
  - Audio Detections - Use AI to auto-detect common sensitive data found in audio; such as names, phone numbers, and medical interactions.
  - Manual Redactions - For simple projects, manual redaction tools are available.

Current MSI Ecosystem Integrations:

- CommandCentral Responder Starter, Mobile Field Responder Application
- SmartControl Mobile App for Body Cameras
- 10-21 Police Phone
- CAPE-Equipped Drones
- Smart Transcription for 9-1-1 call recordings
- ViQi - Voice Activated AI
- Records Management
  - Flex Records
  - PremierOne Records
  - CC Records / RMS

Third Party Integrations

Import and export of data from some 3rd party software is available in some instances. Talk to your sales team for more details.

DEVICE MANAGEMENT

Easily manage, configure, deploy and monitor in-car and body cameras in CommandCentral DEMS.

- **Body Cameras** are checked out to a given officer with assignment records showing the history of use for the device.
- **In-Car Video** systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, they are marked as the owner of any evidence created by the device.
- **Rapid Checkout Kiosk** allows users to quickly check out pooled body cameras at the beginning of a shift with an easy-to-use interface.
- **User Preferences -** In-car and Body cameras can be configured to remember preference settings for each user, including alert volume level, haptic notifications, screen and LED brightness and more.
- **Automatic Video Upload**: Videos are automatically uploaded to CommandCentral DEMS and linked based on officer name, or group recordings.
- **Device Dashboard:** See a detailed, easy-to-understand overview of your body cameras and in-car video systems at a glance, including their battery levels, memory levels, last checkout, and location.
- **In-field tagging:** Categorize and review body camera footage while still in the field, via the SmartControl iOS/Android/Windows app.

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Supported devices include:

- SVX converged Radio Speaker Mic and Body-Worn Camera
- V700 Body Cameras
- M500 In-Car Camera System

CLOUD SECURITY AND COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, and Criminal Justice Information System (CJIS) Security Policy. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

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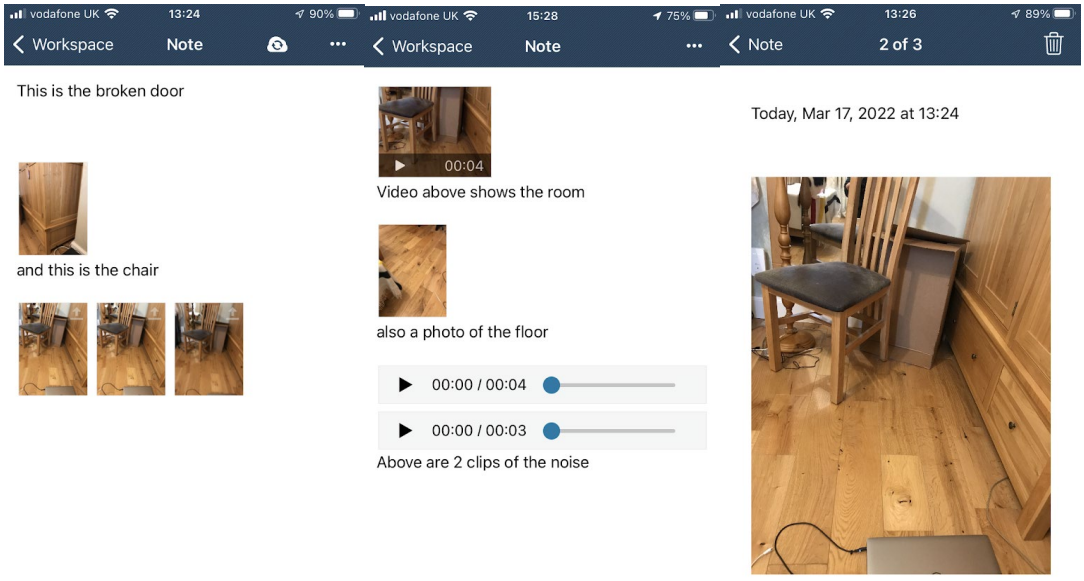
COMMANDCENTRAL RESPONDER STARTER WITH EVIDENCE SOLUTION DESCRIPTION

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android.

The Responder with Evidence solution (also known as Responder Starter) allows users to capture media, record notes, tag items and link them to cases / incident records. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Using a note, users can capture a group of photos in one go and then tag them or link them all as a group. Responder uploads media automatically once captured, making the process easy for users. Media is removed automatically from a user's device after a customer defined retention period. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their MSI account.

NOTES AND MEDIA CAPTURE

Responder with Evidence allows a user to create a note and capture media and associated text. Users can use the note either just to group a set of media together (as they capture it) or to add additional explanatory text as they capture details. Users can capture audio, video and photographs in this collection. This means users can attend a scene and immediately capture a collection of media before working out how to tag or link it. Users can view a full size version of a photo and can zoom in to view it at larger scale.



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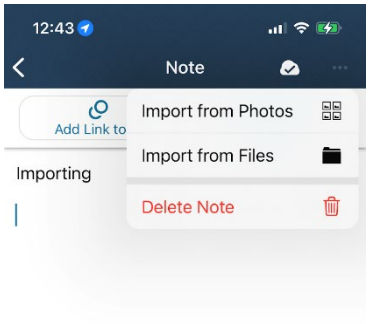
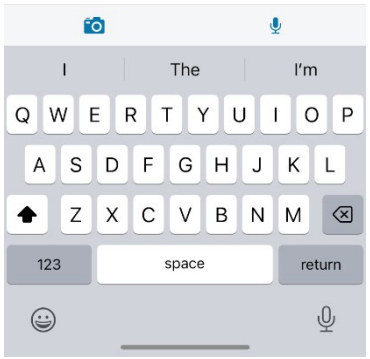
IMPORTING MEDIA

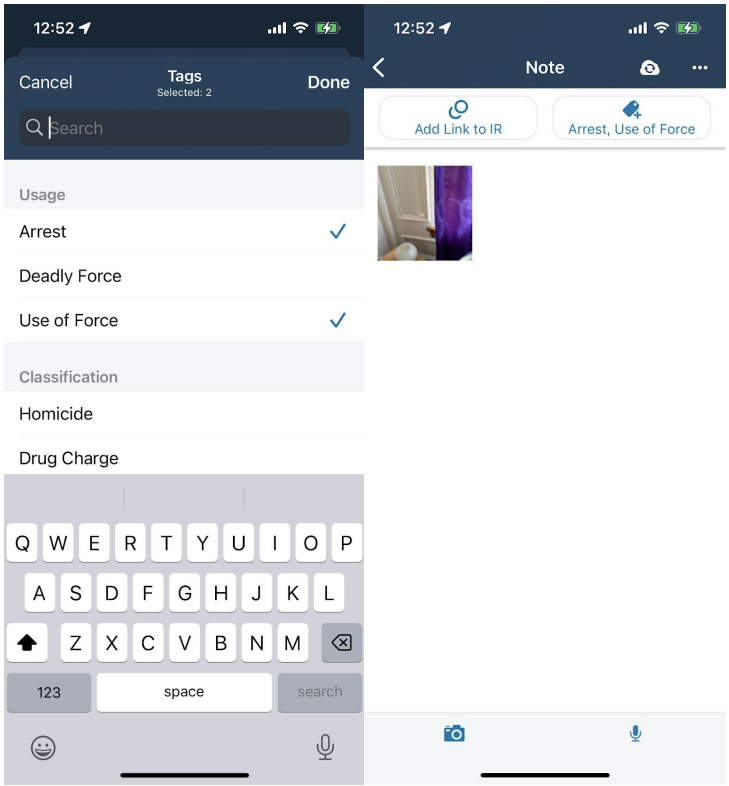


Users can import media (photos, audio, video and files such as PDFs) from their gallery or file system - allowing them to use media files shared to their device by members of the public. This feature can be enabled or disabled using per agency configuration (if an agency does not want to use this capability they can turn it off).

TAGGING

Users can choose to tag a note, which will tag it and all media within it. Tags provided are those configured by the agency and are shown grouped by categories defined by the agency. Selected tags will then show on the note. As with all media, in CommandCentral Evidence, tags are used to manage and set the retention period for media. In addition to manual tags, Responder can be configured to set a default “Responder Media” tag on every media item uploaded by Responder. This allows agencies to set a default tag & retention period for anything captured by Responder.





LINKING TO RECORDS

Users can link a note to an incident record contained in the CommandCentral Consolidated Records View - to relate the note & media to the incident and ensure they are shown in the Consolidated Records View.

The incident record summary shown in Responder contains key data for the record - Report number, Incident Type, Involved officers & Incident Start & End Date.

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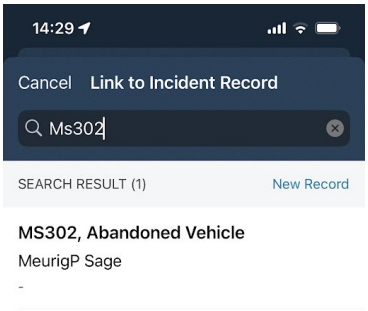
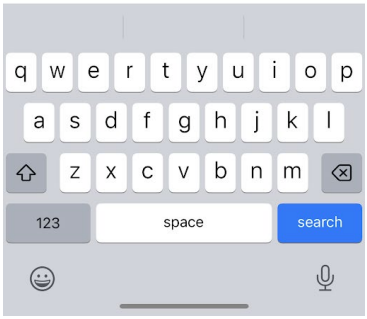
Users can:

- Link to an incident record already on a user's device
  - Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
  - A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)
  - User can create a new incident record (providing summary details above).
  - User will be provided with the Report number separately
  - Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

- Responder with CommandCentral Evidence connected to Flex
  - Flex generates law incidents (typically created from CAD). These law incidents are uploaded to CC Records and user can link to these. Whenever there is a case number to link to there will be a law incident in Flex and this will be pushed to CC Records. As a result, users can't create incident record summaries in Responder, they can link to law incidents created in Flex.
- Responder with CommandCentral Evidence connected to P1 RMS
  - P1 RMS manages case reports in case folders. If there is a case report, then P1 uploads this to CC Records and users can link to it.
  - If there is a case folder in P1 RMS but no case report then users can create an incident record summary in Responder, adding the case number - allowing the user to link media to the case.
- Responder with CommandCentral Evidence standalone (with CommandCentral Records Starter capability)
  - Users can create incident record summaries or link to ones that have already been created.
  - Incident records have to be manually created in Responder (or the CommandCentral Evidence/Records web UI) - they aren't imported from other systems





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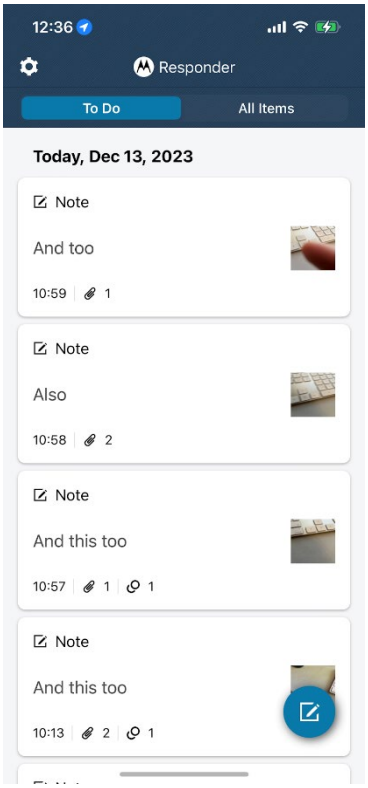
TIMELINE



Users can view previous notes in their timeline:

- Update a note later with further information;
- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

The timeline is separated into a To Do and All Items view.

The To do view shows notes that a user has added, that are either less than 24 hours old or that have not yet been linked to an incident record. Users can manually move a note out of the To do view if they don't intend to link it to an incident record. However, typically users are encouraged to capture media and then link it. This provides an easy way for users to see notes they still have to deal with.

The All Items view shows all notes on a user's device so they can find older notes & evidence that they need to refer to.

SYNCHRONIZING DATA

Notes & media files are automatically uploaded to CommandCentral Evidence - a synch indicator is shown on the note to show data is being uploaded, and an indicator is shown on each media item to show that the media item is being uploaded.

When a user signs out of Responder app, if they have unsent data (notes & evidence) then Responder will alert the user that they have unsent items - allowing them to ensure they are in an area of coverage and wait for sync to complete.

AUTHENTICATION AND SECURITY

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. All user requests and other user data are protected by Azure Government services.

To access the system, a user authenticates against the CommandCentral Identity Management system. If desired, the identity management system can be setup to federate authentication against a customer identity management system such as Azure AD.

Customers can enable multi-factor authentication.

- If a customer uses CommandCentral Identity Management directly then multi factor authentication can be enabled for any or all users (at customer decision). If enabled then users need to enter a username & password and a second factor which is either a one time passcode sent by email or a one time passcode or authentication approval enabled via a separate app (Ping ID).
- If a customer uses federated authentication then the federated auth system authenticates the user. In this case the customer identity management will implement the multi factor authentication. For instance, Azure AD can enforce multi factor authentication and allows a one time passcode to be provided via email, SMS or via the Azure authenticator app.

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In addition, Responder uses a PIN code (or optionally biometric unlock) that is used to allow users to unlock their app after inactivity timeout. Sign in online is required once per shift to access online data.

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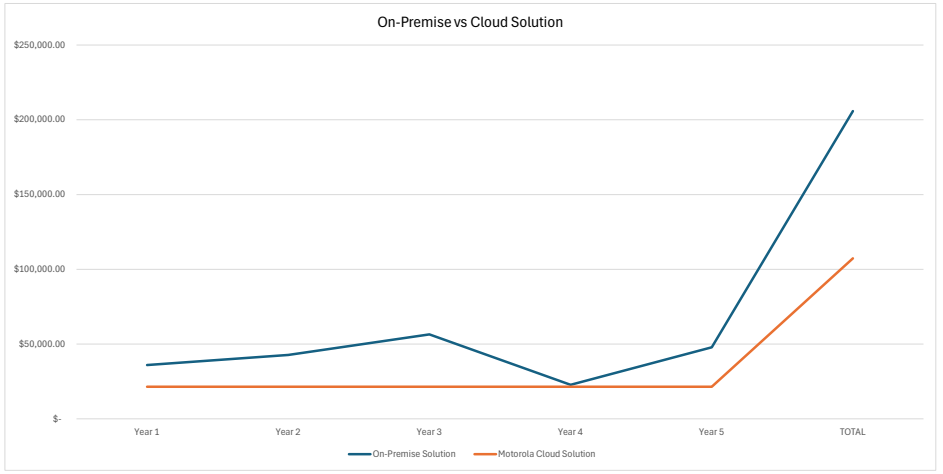
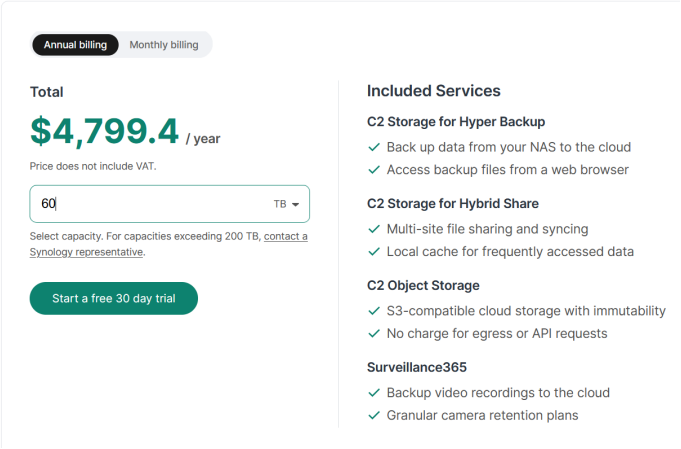
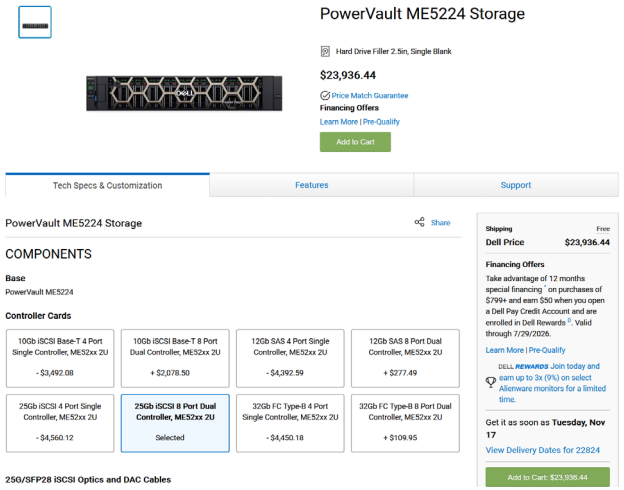
On-Premise Storage vs Motorola Cloud Solution

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
On-Premise Solution						
Compute Cost			$ 15,000.00			$ 15,000.00
Premise Storage Cost						
Tier 1 Storage		$ 23,936.44				$ 23,936.44
Tier 2 Storage	$ 18,877.07		$ 20,764.78		$ 22,841.25	$ 62,483.10
Backup Solution						
Tier 1 Backup	$ 1,200.00	$ 1,320.00	$ 1,452.00	$ 1,597.20	$ 1,756.92	$ 7,326.12
Tier 2 Backup	$ 4,799.40	$ 5,279.34	$ 5,807.27	$ 6,388.00	$ 7,026.80	$ 29,300.82
Current Motorla Subscription	$ 11,100.00	$ 12,210.00	$ 13,431.00	$ 14,774.10	$ 16,251.51	$ 67,766.61
TOTAL Solution Cost	$ 35,976.47	$ 42,745.78	$ 56,455.05	$ 22,759.30	$ 47,876.49	**$ 205,813.09**
Cloud Solution						
Motorola Cloud	$ 21,465.60	$ 21,465.60	$ 21,465.60	$ 21,465.60	$ 21,465.60	**$ 107,328.00**
TOTAL Solution Cost	$ 21,465.60	$ 21,465.60	$ 21,465.60	$ 21,465.60	$ 21,465.60	**$ 107,328.00**
TOTAL Solution Difference						***$ 98,485.09***
Redaction Labor						
Disaster Recovery Process						

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
On-Premise Solution	$ 35,976.47	$ 42,745.78	$ 56,455.05	$ 22,759.30	$ 47,876.49	$ 205,813.09
Motorola Cloud Solution	$ 21,465.60	$ 21,465.60	$ 21,465.60	$ 21,465.60	$ 21,465.60	$ 107,328.00







City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1970: Jefferson County Commission's Housing Summit - Discussion on Participating

City staff was asked to reach out to the Jefferson County Commission for more details about the meeting that will take place on October 14, 2026, at 6:00PM. Attached is the agenda for the meeting.

ATTACHMENTS:

- County Email - Housing Meeting.pdf
- 2026-10-14 JCC Town Hall on Residential Growth.pdf

From: Edwina Benites <Edwina.C.BenitesLM@jeffcowv.gov>
Sent: Monday, September 28, 2026 4:04 PM
To: Alissa Meeks <AMeeks@charlestownwv.us>
Subject: Additional information on the

Alissa:

President Majdi, at the direction of the entire Commission, asked me to share the information below as well at the attached draft agenda for the Addressing Residential Growth and Public Facilities' Needs town hall.
.

Please note, the meeting was finalized for October 14th.

Eddie

Goal: Provide a forum for county and municipal officials to share information about challenges brought by residential growth and explore opportunities to collaborate to solve problems together.

Ground rules, protocols, open dialogue: Traditionally county meetings proceed under Robert's Rules, however, in prior joint meetings with other institutions it has been requested that we proceed informally. We intend to allow every attending group to speak then have an orderly discussion together. We hope an informal discussion will be well-received by all but if requested or if deemed necessary to ensure all groups have enough time Robert's Rules can be applied to ensure fairness and openness to all points of view.

☐

Edwina Benites-LM
County Administrator

Jefferson County Commission
393 N. Lawrence Street
Charles Town, West Virginia 25414
(304 728-3284

To sign up for county news, agendas, jobs, and register to receive request for proposal announcements, please see here.

☐

Website LinkedIn YouTube Facebook

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.
Beware - This email comes from outside the City of Charles Town.

JEFFERSON COUNTY COMMISSION
393 N. Lawrence Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax**: (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Pasha Majdi

COMMISSIONER
Jack Hefestay

COMMISSIONER
Cara Keys

COMMISSIONER
Mike Mood

COMMISSIONER
Steve Stolipher

SPECIAL MEETING AGENDA
JEFFERSON COUNTY COMMISSION
October 14, 2026, 6:00 pm
County Commission Meeting Room
393 N. Lawrence Street, Charles Town, WV—please use East Entrance

YouTube link: https://www.youtube.com/@JeffCoWV

The Commission will accept in-person public comments for fifteen minutes at the beginning of each meeting. Should public comment exceed the fifteen-minute threshold, the Commission will hear the remaining public comments after the final agenda item.

Public comments are accepted in person or via email- info@jeffcowv.gov

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I. Call to Order

II. Prayer

III. Pledge of Allegiance

IV. Pledge of Allegiance to the West Virginia Flag

> *I pledge allegiance to the flag of West Virginia, which serves as a constant reminder that 'Mountaineers Are Always Free,' which stands as a symbol of her majestic mountains, fertile forests, rich veins of coal, and the pride of her people.*

V. Town Hall- It is expected that all items will include discussion and possible action

1. 6:05 pm Reports by the Jefferson County Commission
   - 1.1 Residential growth: Jefferson County Engineering, Planning and Zoning
   - 1.2 Residential growths' impact on Emergency Services (EMS and supplemental fire staffing): Todd Gorham, director of the Jefferson County Emergency Services Agency
   - 1.3 Residential growths' impact on Emergency Services (Law Enforcement): Jefferson County Sherriff Tom Hansen

2. 6:15 pm Reports from the Fire and Rescue Association on growth's impact on Fire response

3. 6:20 pm Municipal reports on growth's impact on municipal services
   - 3.1 Bolivar

3.2 Charles Town
3.3 Harper's Ferry
3.4 Ranson
3.5 Shepherdstown
3.6 Municipal resources
3.6.1 Charles Town Utility Board

4. 7:30 Discussion

VI. Adjournment

Draft

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1937: Updating the Flood Control Ordinance

ATTACHMENTS:

- 1. Staff Report.pdf
- 2. 2024 Community Information.pdf
- 3. 2026-05-27 Final Determinations.pdf

Date: For the October 5, 2026 City Council meeting
From: James Newman, City Planner, Zoning/Subdivision Administrator

FLOOD CONTROL – Proposed Change

A. Background

Starting in 2023, the Federal Emergency Management Agency (FEMA) began work on updating flood maps for Jefferson County, including Charles Town. As part of this process, the City is required to update its Flood Control Standards. The current standards are in Article 1741 'Flood Control' of the City's Codified Ordinances.

B. Current Standards - Applicability

1741.01.D. "Applicability. This article shall apply to all lands within the City of Charles Town that are subject to the One Hundred (100) Year Flood as shown on the Flood Insurance Rate Map (FIRM) and described in the Flood Insurance Study (FIS) prepared for the City of Charles Town by the Federal Emergency Management Agency (FEMA) dated December 18, 2009, or the most recent revision thereof."

C. Map Change

FEMA issued public notice of map changes on August 14, 2025, with a 90 day appeal period running to November 12, 2025. Notice was given in the Spirit of Jefferson, Federal Register, FEMA sponsored radio/tv/social media notice, and City of Charles Town social media feeds and public bulletins. No appeals were filed. The revised Flood Insurance Study and Flood Insurance Rate Maps will become effective November 27, 2026.

D. State Review

As part of this process I contacted the State's National Flood Insurance Program Coordinator to review our existing Flood Control Ordinance to see if it is up to date or needs revisions. I received the following response:

I did review your ordinance and it is perfectly fine to keep it as it, with this exception: The change that will need to be made is in Section 1741.01 General Provisions Subsection (d): the date of your news maps will be November 27, 2026 (the date you have in there now is December 18, 2009.) --- Julia Sears, CFM, NFIP/CTP Coordinator, WV Emergency Management Division, delivered via email Sept. 4, 2026.

E. Request

Council should vote to initiate the public hearing process to amend 1741.01.D. to read:

"Applicability. This article shall apply to all lands within the City of Charles Town that are subject to the One Hundred (100) Year Flood as shown on the Flood Insurance Rate Map (FIRM) and described in the Flood Insurance Study (FIS) prepared for the City of Charles Town by the Federal Emergency Management Agency (FEMA) dated **November 27, 2026,** or the most recent revision thereof." (Changed text **bolded**)

FEMA

City of Charles Town / Jefferson County, WV

KNOW YOUR RISK (The information presented below are estimates as of December 2024. [1] Flood Insurance Rate Map. [2] Since 1978.)



12/4/1979
Initial FIRM[1] date

12/18/2009
Effective FIRM date

$31K
Total paid losses[2]

3
Total paid claims[2]

9
Flood insurance policies in force

2
Policies in the effective flood high hazard area

1,900
Estimated structures in the community

25
Estimated structures in the preliminary flood high hazard area

Estimated structures newly mapped in
+5

Estimated structures newly mapped out
-5

1%
Of the population is in the preliminary flood high hazard area

20%
Of households spend 30% or more of their income on housing

2
Paid claims outside of the effective flood high hazard area[2]

$0
Repetitive Loss (RL) paid losses[2]

0
RL properties[2]

12
Flood-related countywide presidential disaster declarations

KEEPING COMMUNITIES INFORMED: Your Risk MAP Timeline

~YEAR 1

- Discovery Meeting
- Flood Risk Review Meeting
- Preliminary Map Issuance

YOU ARE HERE

- Community Coordination and Outreach Meeting
- Appeal Period

~YEAR 5

- Letter of Final Determination
- Effective Maps

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

May 27, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable Michael George
Mayor, City of Charles Town
101 East Washington Street
Charles Town, WV 25414

Community Name: City of Charles Town, Jefferson County, West Virginia
Community No.: 540066
Map Panels Affected: See FIRM Index

Dear Mayor George:

This is to notify you of the final flood hazard determination for Jefferson County, West Virginia and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed.

FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Revised Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on November 27, 2026. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(d) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(d)

2. Adopting all the standards of 44 CFR Part 60.3(d) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(d).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(d) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance

requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at https://www.msc.fema.gov. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Julia Sears, NFIP State Coordinator for West Virginia by telephone at (304) 989-8330. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 3 at (215) 931-5500 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at https://www.fema.gov/flood-maps.

Sincerely,

David N. Bascom, Acting Director
Engineering and Modeling Division
Federal Insurance Directorate, Resilience

Enclosure:
Final SOMA

cc: Community Map Repository
James Newman, City Planning and Zoning Administrator, City of Charles Town

FINAL SUMMARY OF MAP ACTIONS

Community: CHARLES TOWN, CITY OF Community No: 540066

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on November 27, 2026.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	03-03-2092A	08/07/2003	MOUNT PARVO AVENUE AND WASHINGTON STREET	5400660001C	54037C0136F
LOMR-F	16-03-0505A	01/08/2016	191 AUGUSTINE AVENUE	54037C0136E	54037C0136F
LOMA	17-03-2576A	10/27/2017	PARK HEIGHTS, LOT 24 & PARCEL B -- 941 SOUTH SAMUEL STREET	54037C0138E	54037C0138F
LOMA	19-03-1115A	06/06/2019	PARK HEIGHTS SUB-DIVISION, LOT 26 -- 937 SOUTH SAMUEL STREET	54037C0138E	54037C0138F

FINAL SUMMARY OF MAP ACTIONS

Community: CHARLES TOWN, CITY OF Community No: 540066

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMA	14-03-2094A	05/27/2014	PARK HEIGHTS, LOT 27 -- 935 SOUTH SAMUEL STREET	2
LOMA	19-03-0747A	06/25/2019	PARK HEIGHTS, LOT 25 -- 939 SOUTH SAMUEL STREET	2
LOMR	23-03-0716P	07/18/2024	Norborne Glebe Floodplain	4

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMR-F	24-03-0879A	11/04/2024	THE VILLAGE AT SAMUEL STATION, LOTS 27-29 -- 7, 11, & 15 NATHANIEL DRIVE	54037C0138E	54037C0138F

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1965: Huntfield Proffer Review

ATTACHMENTS:

- 1. Signed Agreement.pdf
- 2. Master Plan with partially approved changes.pdf
- 3. Phases 9 and 11 Sketch Plan.pdf

Huntfield List of Proffers

Proffer Amendment 3

Approval Date 8/19/24

Original Proffers: Jan 7, 2002

Resolution for Amendment of Proffers 1 - May 17, 2004

Proffer Amendment 2 - August 1, 2005

Proffer Amendment 3 – August 19, 2024

1) EDUCATION- Huntfield, proffers to dedicate up to 17 acres of land to Jefferson County Board of Education. The land proposed to be donated to the Jefferson County Board of Education shall be identified via conceptual plan within one (1) year of the effective date of this document.

2) TRANSPORTATION- Huntfield, will maintain its commitment to participate with the West Virginia Division of Highways and other developments to pay for Huntfield's pro rata share of required road improvements directly attributable in part to Huntfield.

3) HISTORY- Huntfield proffers to provide any historic or archeologic reports and studies, as required by the State Historic Preservation Office, Division of Culture and History.

4) SOILS – "Huntfield proffers to identify and remediate any known environmental conditions in any manner, method or process that meets or exceeds West Virginia Department of Environmental Protection (WVDEP) de minimus soils standards and provide the report/documentation to the purchaser indicating proper soil remediation no later than at each home settlement.

5) OVERALL PLANNING

   a) Huntfield proffers to actively participate with the City and adjacent landowners in the comprehensive planning, preservation, and development of the Old Route 340 corridor between Huntfield's boundaries and Evitt's Run.

   b) Huntfield proffers to construct a 8' hiker/biker trail in a location in accordance with the Master Plan and within a timeframe in accordance with the mutual agreement of the city and Huntfield.

      i) A contiguous sidewalk system from Huntfield to the Augustine Avenue Trail shall be constructed.

   c) Huntfield proffers continued participation and coordination with the Eastern Panhandle Transportation Authority (EPTA) to provide bus service between Huntfield and downtown Charles Town, and any other major Charles Town developments. Huntfield shall further present development site plans which incorporate shuttle stops and other appropriate shuttle infrastructure in the Huntfield project.

   d) Within 12 months of the full execution of this proffer amendment, Huntfield shall collect and distribute community information and future traffic volume projections and relevant data to the City, to incorporate into other/future traffic studies conducted by others.

i) Additionally, Huntfield shall cooperate with the City to provide all necessary construction easements or Right of Ways for current and future planned trails, walkways, and pedestrian crossings.

e) Lord Fairfax Street shall be developed as an alternative access point pursuant to the Huntfield Overall Composite Schematic plan with City of Charles Town Planning Commission approval date of April 12, 2005 (PREL-20107).

6) OTHER CONTRIBUTIONS- To offset its proportionate share of the costs of capital improvements and operating expenses brought about by the development of Huntfield, Huntfield proffers to pay the city the following per unit proffer fees:

a) The City shall collect $2,448 per single family, townhome or attached villa style dwelling unit, or any other style residence approved for permit, to be used for public facilities, infrastructure, and other improvements within the City. This monetary proffered fee shall be separate and exclusive of any County imposed Impact Fee. The City Fee shall be paid at Building Permit application for each dwelling unit.

b) Huntfield proffers to dedicate to the City up to 10 (ten) acres of improved (utilities and hard surface road frontage) but vacant land, for the use and benefit of the City for the purpose of constructing, operating, and maintaining municipal facilities.

7) CONDITIONS OF DEVELOPMENT OF PHASE I – The foregoing proffers are conditioned upon the following:

a) Current plans being processed in the County will be administered under the NR Zoning Ordinance, and accepted as currently designed, by the City with the following conditions:

i) Minimum lot width shall be reduced to 50 feet at the street.
ii) Minimum lot area shall be reduced to 5,000 square feet.
iii) Front yard setback shall be 25 feet from the edge of pavement.
iv) Encroachment within the front yard setback shall be no more than 30% or 8.34 feet.
v) Side yard setbacks shall be reduced to 5 feet minimum.
vi) No setback from the property line for accessory structures shall be required.
vii) Minimum paving width shall be 24 feet.

b) All plans submitted to the City for development within Huntfield beyond Phase I shall continue to be administered and processed under the NR Zoning Ordinance with the above-listed conditions until such time as the City has created and adopted the new zoning classification pursuant to its Resolution and Annexation Agreement.

8) CONDITIONS OF OVERALL DEVELOPMENT

The City and Huntfield agree to the following performance, design standards, and modifications to the Neighborhood Residential zoning regulations:

Huntfield List of Proffers

Proffer Amendment 3

Approval Date 8/19/24

The foregoing proffers are further conditioned upon the following:

a) To allow the development of not more than 3,200 homes with the Property, according to "Neo Traditional and New Urbanist Planning Concepts." (*While Neo-Traditional Development often features primarily rear loaded homes, the intent of this agreement is to allow front loaded homes in designated areas so long as the development, as a whole, is in keeping with Neo-Traditional design including, but not limited to, walkability, connectivity, mixed-houses, quality architecture and design, urban design, increased density, and open space.*) Note, this is not an all-inclusive or exhaustive list of the characteristics of neo-traditional style but is used to illustrate the larger development style. All plans for the development of the Property now and in the future may be administered, at the option of Huntfield, under the Neighborhood Residential zoning classification with the following conditions:

b) The minimum 200,000 square feet of commercial, retail or office space proffered by Huntfield shall satisfy all requirements for land are devoted to office and/or commercial. This agreement does not preclude Huntfield from developing commercial/retail/office space beyond the 200,000 square feet requirements;

c) Huntfield will dedicate 15% of the total land area to open and recreational space. All active and passive recreational facilities provided in Huntfield shall be credited towards the 15% open space requirements specified herein. In addition, Huntfield will provide a minimum 50-foot buffer on either side of Bullskin Run measured from the edge of the stream bank and a landscaped 50-foot buffer along major highways (i.e. US Route 340, 340 Bypass, WV Route 9).

d) Maximum Building Heights shall be as follows:

   i) Single Family Detached - 45' (forty-five feet), but not more than (3) three stories

   ii) Townhouse - 45' (forty-five feet), but no more than 4 (four) stories Multi-Family - 55' (fifty-five feet), but not more than 4 (four) stories

   iii) Office, Commercial, Civic and Mixed Use – 60' (sixty feet), but not more than (5) five stories

e) Minimum Lot Widths shall be as follows:

   i) Single Family Detached - 50' (fifty-feet), however 45' (forty-five feet) for Active Adult Community (development)

   ii) Townhouses – Mix of 16' (sixteen feet) to 24' (twenty-four feet);

f) Minimum Lot Sizes shall be as follows:

i) Single Family Detached – 5,000 (five thousand square feet), however 4,500 (forty-five hundred square feet) for Active Adult Community (development)

ii) Townhouses – 1,600 square feet;

g) Townhouse portions of development shall be permitted to have an area less than five acres;

h) Townhouse units shall be permitted at a maximum density of 16 units per net acre;

i) Multi-family units, as defined in the City's zoning ordinances, shall be permitted within Huntfield consistent with the City of Charles Town Zoning and Subdivision Ordinance requirements.

j) The minimum rear yard setback for units with attached rear-load garages shall be 10' (ten feet);

k) Alleys may be dead-end streets when intersection would cause a curb cut on a collector street;

l) Alleys may provide lot access and satisfy road frontage requirements when the lots served by those alleys front on open space;

m) Cul-de-sac streets shall be permitted in limited instances and require approval by the Planning Commission. When allowed, the cul-de-sac terminus shall include a landscaped circle.

n) The designated Village Center shall be permitted for Central Business District, General Commercial and Neighborhood Residential uses as defined in the present City of Charles Town Zoning Ordinance. The designed Neighborhood Centers shall be permitted for Office Residential, Neighborhood Residential and Neighborhood Commercial uses as defined in the present City of Charles Town Zoning Ordinance. Future changes in the existing Zoning Ordinances shall be made Applicable to this paragraph.

o) In order to allow townhouses to be constructed with both decks and two-car garages, accessory buildings may occupy up to 40% of the rear yard of any townhouse lot.

p) The development of gated communities (i.e. restricted access to specific neighborhoods) is not permitted, other than Active Adult Development.

q) To enable Huntfield to perform its obligations under the Annexation Agreement, the City shall work cooperatively with Huntfield to ensure that Huntfield may obtain the amount of sewage treatment plant capacity needed to serve the Property at each stage of its development until built out.

r) In addition to the proffered commitment to approach Pan Tran to provide bus services between Huntfield and downtown Charles Town, Huntfield shall cooperate with any efforts initiated by the City to provide transit services to Huntfield.

s) Huntfield will submit a "Master Schematic Plan", to City Planning Commission prior to applicable approvals for Phase 4 of the development that incorporate the "Neo Traditional and new Urbanist Concepts" and an exhibit illustrating the location, total land area and public accessibility of proposed recreational and open space. Subsequent site plans submitted to support this Master Schematic Plan will provide the detailed design and concepts as they relate to street and block networks; an interconnected pedestrian sidewalk and trail system; landscape screening, buffers and design consideration to mitigate the visual impacts of parking lots; street and parking lot landscaping using the West Virginia Division of Forestry's Recommended Trees for City and Communities publication as the species guide; and design and pedestrian attributes as related to the Village Center, major civic and public use buildings should be located in or adjacent to the village and neighborhood centers or adjacent to the civic green, square or park in the village center. Public space components and civic buildings should terminate vistas whenever possible. Public and civic use buildings may front on open spaces such as parks and greens.

t) Garage Configuration:

The areas shaded and/or hatched and noted in Exhibit A as Zone 1, Zone 2, and Zone 3 are subject to specific garage configuration conditions as follows:

i) **Zone 1**: The use of rear entry, alley access parking or rear-loading detached or attached garages for residential garage parking is required. The homes in Zone 1 must provide parking to the rear of the home as indicated in Exhibit A.

ii) **Zone 2**: Single family attached or detached residential units with front loading garages or parking (defined as access from street facing front of the home) are permitted without a recessed garage requirement so long as a minimum 25' length minimum driveway is provided extending from back of sidewalk to the front of the garage. Zone 2 includes all land shown/illustrated within Exhibit A.

iii) **Zone 3**: Single family attached or detached residential units with front loading garages or parking (defined as access from the street facing front of the home) are permitted without a recessed garage requirement so long as a minimum 25' length minimum driveway is provided extending from back of sidewalk to the front of the garage. Zone 3 includes all the land as noted (and not illustrated) within Exhibit A to include the remaining 481.25 deeded acres to the northwestern side of railroad tracks.

v. Community Pool and Associated Facilities:

iv) Huntfield proffers the design, permitting, and construction of a community swimming pool, pool club house with bathroom facilities and associated parking lot in similar layout

and conformance with the Huntfield Recreation Center preliminary plans (PP-20125).

(1) Community Pool shall be a minimum of 4,500+ /sf, inclusive of access steps, 3' shallow end and up to 8' deep end, and a 800+ /sf Children's pool.

(2) Single Story Pool clubhouse (min 2,100/sf) with men's and women's restroom, locker room, and changing room facilities.

(3) Parking area consistent with approved preliminary plans.

(4) Pool and associated land and facilities shall be dedicated to HOA upon completion (defined as issuance of Use & Occupancy Permit) and before use by any residents. HOA shall furnish, supply, operate, and manage facilities from acceptance of facility without financial assistance or contribution from Developer or City.

(5) The Pool, Clubhouse and all associated site work shall be complete, dedicated to the HOA, and able to be used by all residents within two (2) years of the effective date of this signed Proffer Amendment.

(6) All basketball courts, recreational equipment and green space shall be built out consistent with the Huntfield Recreation Center preliminary plans (PP-20125). The construction of the basketball courts and recreational equipment shall commence no later than the time the pool dedication occurs to the HOA and completed and ready for usage within one (1) year.

9) ZONING YIELD

a) Approved under the zoning shall be 3,200 residential units of single family detached, single family attached, multi-family, and 200,000 to 1,000,000 square feet commercial, retail, and office development. If desired, Huntfield may produce a market study identifying the potential to increase the total square footage of commercial, retail and office space beyond the required minimum of 200,000 square feet. In order to achieve the desired maximum commercial development of 1,000,000 square feet, the City acknowledges that Floor Area Ratios (FAR's) of greater than 1 or building heights of 75 feet may be considered by the City of Charles Town.

b) Phasing of development or building permits – No phasing of development or building permits will be imposed with the exception of Article 10.a as outlined herein. (Subject to availability of adequate infrastructure facilities).

10) SEQUENCE OF DEVELOPMENT

a) All lots in Zone 1 as defined herein, shall have homes/residences constructed and fully built out prior to any residential construction is permitted to commence in Zone 3 (as defined herein). All land within Zone 2 is specifically excluded from this restriction.

Huntfield List of Proffers

Proffer Amendment 3

Approval Date 8/19/24

Proffer Amendment 3 Adopted by Council the 19th day of August, 2024

Robert M. Trainor
Mayor

John Nissel
City Manager/Clerk

Dan Ebersole
DR Acquisitions, LLC, Manager


Ph4: Change to Townhomes
Ph3F: Change Single Family section to Townhome section
Ph4: Change to Singles
Change road network to match approved plans for 5B
Ph2D: Change Single Family section to Townhome section
Master Plan: Show existing road alignment.
LEGEND
ROADS
PRIMARY
SECONDARY
TERTIARY
OPEN SPACE
GENERAL
TREE SAVE
SCHOOL SITE OPEN SPACE
NEIGHBORHOOD RESIDENTIAL
SINGLE FAMILY
SINGLE FAMILY (ACTIVE ADULT COMMUNITY)
TOWN HOMES
TOWN HOME REGION
MULTI-FAMILY
ACTIVE COMMUNITY CENTER
MUNICIPAL USE
COMMERCIAL
COMMERCIAL (VILLAGE CENTER)
SCHOOL SITE
FLOOD PLAIN
WETLAND AREA
SW= SIDEWALK
EXISTING ROADS
HUNTFIELD BOUNDARY
TOTAL SITE AREA 998.8 ACRES
SITE AREA (PARCEL 2)
DB 949 PG 203
TAX MAP 11, PARCEL 2
481.252 ACRES
SITE AREA (PARCEL 2)
517.59 ACRES
DB 949 PG 203
TAX MAP 11, PARCEL 1
RE-ALIGNED PROSPECT HILL BOULEVARD & SCHOOL ACCESS
ALTERNATE LAYOUT - OPTION 2
GRAPHIC SCALE
CIRCULATION & OPEN SPACE
HUNTFIELD
OVERALL COMPOSITE SCHEMATIC
CHARLES TOWN CORPORATION
JEFFERSON COUNTY, WEST VIRGINIA
SCALE: 1"=400'
C.I. N/A
DATE: NOVEMBER 2004
SHEET 3 OF 5
PREL-20107
Urban Engineering & Associates, Inc.

SKETCH PLAN
HUNTFIELD PHASES 9 & 11

CHARLES TOWN CORPORATION

JEFFERSON COUNTY, WV

OVERALL GENERALIZED LAND USE SUMMARY

THE FOLLOWING SUMMARY / DENSITY IS PER APPROVED - SCHM 2003-0003 - HUNTFIELD, COMPOSITE SCHEMATIC 1 DATED:5/28/2003

Use	Required	Provided
Site Area	Min. 5 Acres	998.8 Total Acres
Existing		
Composite Schematic I		313.3 Acres
Proposed:		
Residential (includes rights of way)	499.4 Acres	612.9 Acres
Dedicated School Parcels		74.1 Acres
Municipal Use Parcels		12.9 Acres
Active Community Centers		14.7 Acres
Open Space (Includes open space medians)	149.8 Acres	228.2 Acres
Additional Open Space Provided in School Site		38.5 Acres
Commercial (Includes 44 Live/Work Units) *See "Commercial" Section of this document	99.9 Acres	26.1 Acres

Items Required in the Zoning Ordinance	*HUNTFIELD – Overall Composite Schematic Item Submitted*
Parcels 5 acres or larger	*998.8 Acres*
Mix of uses	*Mixed-Use Development*
Compatible with surrounding uses	*Compatible with existing subdivisions*
50% of total area to be residential	*Required: 499.4 Acres* *Provided: 612.9 Acres includes ROW* ** An additional 74.1 acres not counted towards the Residential Area Requirements has been provided for school facilities* **An additional 12.9 acres not counted towards the Residential Area has been provided in Municipal Use Parcels* **An additional 14.7 acres not counted towards the Residential Area has been provided by parcels designated as Active Community Centers*
15% of area (less streets, sidewalks & drainage) in open space	*Required: 149.8 Acres* *Provided: 228.2 Acres includes open space medians* **An additional 38.5 acres of open space not counted towards the open space requirements is provided within the School Site*
Not less than 10% in office/retail * Includes 44 Live/Work Units	*Required: 99.9 Acres* *Provided: 26.1 Acres* **See "Commercial" Section of this document*
Residential Lots Provided	*1,283 Single Family* *692 Townhomes* *381 Multi-Family* *900 Age-Restricted SFD Lots (Washington Homes)* *44 Live/Work (Counted as Commercial Area)* *3,200 Total Dwelling units*

Items Required in the Zoning Ordinance	*HUNTFIELD – Overall Composite Schematic Item Submitted*
Number of lots: land area in sq. ft. / 10,000 *Note: For Townhome developments, each five (5) acres developed as townhouses constitutes 1 lot	*Required: 4,351 Lots Maximum* *Provided: 2,523 Lots* *Townhome Acreage = 74.6 acres* *Equivalent # Townhome Lots = 74.6 acres/5 = 15 Lots* *Total # Lots = (3,200 Units – 692 Townhomes) + 15 Equivalent # Townhome Lots = 2,523 Lots* *Number of Lots: 43,507,728 sq. ft. / 10,000 = 4,351 Lots*
Overall Maximum Residential Density *Note: For Townhome developments, each five (5) acres developed as townhouses constitutes 1 lot	*Required: Not to exceed 10 Units / Acre* *Provided: 2.5 Units/Acres* *Townhome Acreage = 74.6 acres* *Equivalent # Townhome Lots = 74.6 acres/5 = 15 Lots* *Total # Lots = (3,200 Units – 692 Townhomes) + 15 Equivalent # Townhome Lots = 2,523 Lots* *Overall density: 2,523 Lots / 998.8 Acres = 2.5 Units/Acres*
Maximum Density - Multi-Family	*Required:* not exceed 20 units per acre *Provided: 13.8 units/acre* *381 Units / 27.6 Acres =13.8 units/acre*
Maximum Density - Townhomes	*Required:* not exceed 10 units per acre *(modified per Huntfield proffers to 16 units/acre)* *Provided: 9.3 units/acre* *692 Townhomes / 74.6 Total Acres Including ROW = 9.3 Units/Acre*

NOTE:

THE ZONING YIELD PER THE APPROVED PROFFER AMENDMENT #3 (APPROVED 8/19/24) ALLOWS A 3,200 RESIDENTIAL UNITS OF SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED AND MULTI-FAMILY.

LAND USE SUMMARY FOR PHASES 9&11

PHASE - 9

GROSS AREA = ±748,758 SF / ±17.19 AC
1. LESS SENSITIVE AREAS = N/A
2. LESS ROW = ±5.75 AC
3. LESS SWM = N/A
*NET BUILDABLE LAND AREA = ±11.44 AC

70 TOTAL LOTS
70 - SFD
COMMON OPEN SPACE AREAS = N/A

PHASE - 11

GROSS AREA = ±48.25 AC / ±2,101,845
1. LESS SENSITIVE AREAS = N/A
2. LESS ROW =±13.07 AC
3. LESS SWM = ±2.27 AC
*NET BUILDABLE LAND AREA = ±32.91 AC

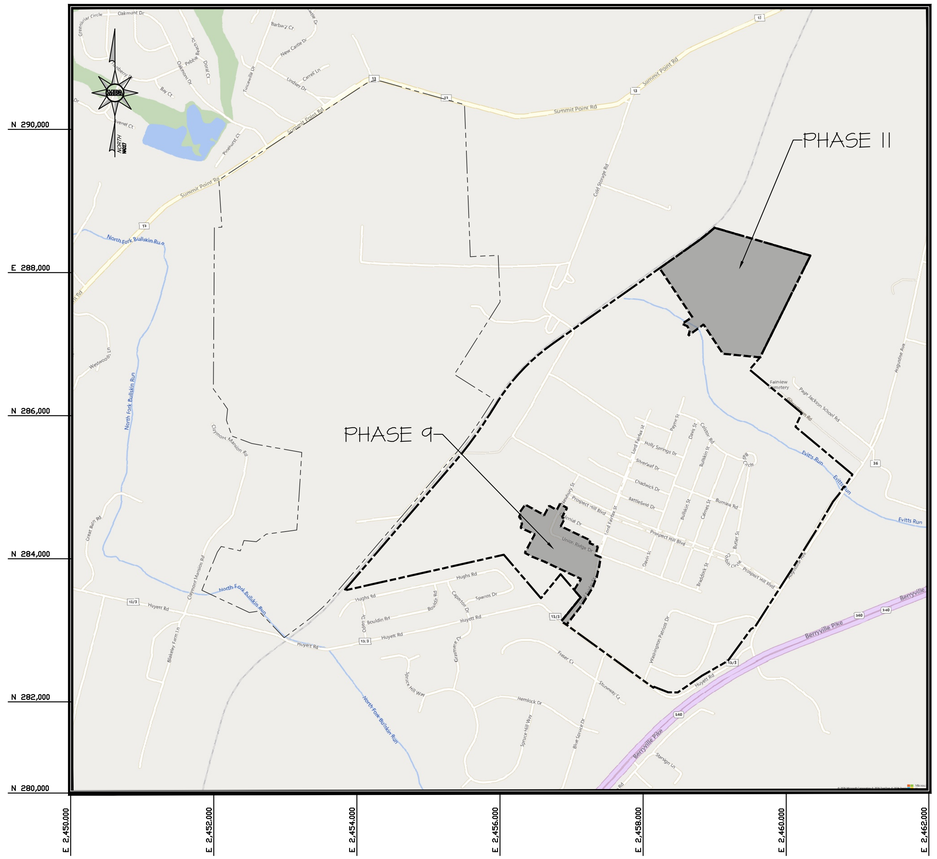
185 TOTAL LOTS
92 - SFD (SINGLE FAMILY DETACHED UNITS)
93 - SFA (SINGLE FAMILY ATTACHED UNITS)

COMMON OPEN SPACE AREAS = ±9.76 AC

*NOTES

NET BUILDABLE LAND AREA - WHEN DETERMINING THE ALLOWED DENSITY FOR ANY GIVEN LOT IN THE CITY, THE NET BUILDABLE LAND AREA OF THE SITE IS USED. NET BUILDABLE LAND AREA, FOR THE PURPOSE OF DETERMINING THE ALLOWED DWELLING UNITS FOR A SITE, SHALL BE CALCULATED BY SUBTRACTING AREAS WHERE BUILDING IS PROHIBITED OR SUBJECT TO SIGNIFICANT RESTRICTIONS FROM THE GROSS LOT AREA. THE AREA REMAINING AFTER THESE EXCLUSIONS FROM THE GROSS LOT AREA REPRESENTS THE NET BUILDABLE LAND AREA. THE FOLLOWING SHALL BE DEDUCTED FROM THE GROSS LOT AREA TO DETERMINE NET BUILDABLE LAND AREA:

1. SENSITIVE AREAS INCLUDING: TYPE I, II, III AND IV WETLANDS, RIPARIAN BUFFERS, FLOODPLAIN AREA, AND SINKHOLES;
2. PUBLIC RIGHT-OF-WAYS AND PUBLIC EASEMENTS, AND PRIVATE STREETS AND ACCESS CORRIDORS; AND
3. AREAS DEDICATED TO STORMWATER MANAGEMENT.



VICINITY MAP

SCALE : 1"= 1000'

1000 0 1000 2000 3000

Scale 1" = 1000'

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	NOTES & DETAILS
3	OVERALL PLAN
4	SKETCH PLAN (PHASE 9) – 1
5	SKETCH PLAN (PHASE 9) – 2
6	SKETCH PLAN (PHASE 11) – 1
7	SKETCH PLAN (PHASE 11) – 2

OWNER / DEVELOPER
DR AQUISITIONS, LLC
225 AMENIAN OAK DRIVE
FREDERICK, MD, 21701

APPLICATION #	ASSOCIATED PROJECT	STATUS	APPROVAL DATE
	HUNTFIELD, PHASE 1 SCHEMATIC	APPROVED	2/11/2002
STPL 2002-0001	HUNTFIELD, PHASE 1 (SITE PLAN)	APPROVED	6/24/2002
SBRD 2002-0001	HUNTFIELD, PHASE 1 RECORD PLAT	APPROVED	7/29/2002
RPOC 2003-0001	HUNTFIELD, PHASE 1 (RECORD PLAT CORRECTION)	APPROVED	Recorded 9/9/03
	HUNTFIELD, REVISED PHASE 1&2A SCHEMATIC	APPROVED	10/22/2002
SPAM 2003-001	HUNTFIELD, PHASE 1 REVISED (SITE PLAN AMMENDMENT)	APPROVED	5/28/2003
SBDR 2003-0001/RPAM 2003-0001	HUNTFIELD, PHASE 1 REVISED (RECORD PLAT AMMENDMENT)	APPROVED	6/16/2003
SCHM 2003-0003	HUNTFIELD, COMPOSITE SCHEMATIC 1	APPROVED	5/28/2003
SPAM 2003-0002	HUNTFIELD, PHASE 1 BLOCK 1 REVISION (SITE PLAN AMMENDMENT)	APPROVED	10/27/2003
RPAM 2003-0002	HUNTFIELD, PHASE 1 BLOCK 1 REVISION (RECORD PLAT AMMENDMENT)	APPROVED	10/27/2003
STPL 2003-0001	HUNTFIELD, PHASE 2A (SITE PLAN)	APPROVED	5/28/2003
SBRD 2003-0002	HUNTFIELD, PHASE 2A RECORD PLAT	APPROVED	3/30/2004
SCHM 2003-0001	HUNTFIELD, PHASE 2B SCHEMATIC	APPROVED	2/24/2003
STPL 2003-0006	HUNTFIELD, PHASE 2B (SITE PLAN)	APPROVED	8/5/2004
SBRD 2004-0002	HUNTFIELD, PHASE 2B SECTION 1A RECORD PLAT	APPROVED	5/24/2004
SBRD 2004-0002	HUNTFIELD, PHASE 2B SECTION 1B RECORD PLAT	APPROVED	10/25/2004
STPL 2003-0009	HUNTFIELD, PHASE 3A (SITE PLAN)	APPROVED	5/24/2004
SBRD 2004-0003	HUNTFIELD, PHASE 3A SECTION 1 RECORD PLAT	APPROVED	5/24/2004
SBRD 2004-0003	HUNTFIELD, PHASE 3A SECTION 2 RECORD PLAT	APPROVED	6/28/2004
STPL 2004-0006	HUNTFIELD, PHASE 3B (SITE PLAN)	APPROVED	5/22/2006
STPL 2009-0005	HUNTFIELD, PHASE 3A BLOCK 29 REVISION	APPROVED	12/18/2009
STPL 2024-0005	HUNTFIELD, PHASE 3B REVISION	APPROVED	08/26/2024
SLD 2025-07	HUNTFIELD, PHASE 4 (SITE PLAN)	APPROVED	01/28/2026

NOTES:
1. HUNTFIELD COMPOSITE SCHEMATIC 1 (SCHM 2003-0003) REPLACED PREVIOUSLY APPROVED HUNTFIELD SCHEMATICS.
2. THE DATE LISTED FOR THE PHASE 2B SITE PLAN APPROVAL CORRESPONDS TO THE DATE THAT THE REVISED DEPARTMENT OF HIGHWAYS PERMIT WAS ISSUED WHICH COVERED THE OUTSTANDING LOTS IN HUNTFIELD 2B.

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ENGINEERS, PLANNERS, SURVEYORS, AND LANDSCAPE ARCHITECTS
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703-994-4047 x3103
MRAGTA.COM

REV NO.	REVISION	DATE
#1	REVISED PER CITY OF CHARLES TOWN COMMENTS	9/24/25
#2	REVISED PER CITY OF CHARLES TOWN PLANNING COMMISSION COMMENTS	9/09/26

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HUNTFIELD
(PHASES 9 & 11)
SKETCH PLAN
CITY OF CHARLES TOWN, WV

JOB NO.: 23593	DRAWN BY: CDS
SCALE: AS SHOWN	DESIGN BY: CDS
DATE: 04/06/26	REVIEW BY: TDH
SHEET: 1 OF 7	

SHEET TITLE
COVERSHEET

SHEET NUMBER
1

GENERAL NOTES

1. THIS SET OF DRAWINGS PERTAINS TO PHASES 9 & 11 OF HUNTFIELD, WHICH CONSISTS OF A TOTAL COMBINED SITE AREA OF ±66.41 ACRES.(PHASE 9 = 18.16 AC / PHASE 11 = 44.25 AC)

2. PHASE 9 CONTAINS, 74 SFD LOTS RESIDENTIAL LOTS. (14 LOT ARE APPROVED WITH SECTION 2B PLANS DATED:10/27/04

3. PHASE 11 CONTAINS, 92 SFD LOTS AND 93 SFA LOTS FOR A COMBINED TOTAL OF 185 RESIDENTIAL LOTS.

4. REFERENCE WAS MADE TO THE SCHEMATIC PLAN "HUNTFIELD OVERALL COMPOSITE SCHEMATIC PLAN" (SCHM 2004-0002) APPROVED APRIL 12, 2005. NOTE THAT THE "HUNTFIELD COMPOSITE SCHEMATIC" IS COMPOSED OF SEVERAL SITE PLANS. THIS SET OF PLANS PERTAINS TO A SMALL SECTION OF THE SCHEMATIC. THESE PLANS SHALL BE IN CONFORMANCE WITH THE APPROVED SCHEMATIC PLAN & ALL ZONING REQUIREMENTS INCLUDING THOSE MODIFIED IN THE HUNTFIELD PROFFERS. ALL OPEN SPACE, RESIDENTIAL, AND COMMERCIAL REQUIREMENTS SHALL CORRESPOND TO THOSE SET FORTH IN THE SCHEMATIC.

5. THE PROPERTY DELINEATED HEREON IS A PORTION OF PARCEL 1, AS SHOWN ON CHARLES TOWN CORPORATION TAX ASSESSMENT MAP 11, DEED BOOK 1263 PAGE 99, WHICH IS LOCATED AMONG THE LAND RECORDS OF JEFFERSON COUNTY

6. BOUNDARY INFORMATION, SHOWN HEREON, WAS OBTAINED FROM A PLAT SHOWING HUNTFIELD, LC PROPERTY AS RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, IN PLAT BOOK 19, PAGE 49.

7. TOPOGRAPHIC INFORMATION WAS OBTAINED FROM APPALACHIA SURVEY OF WEST VIRGINIA, LLC. BASIS FOR SURVEY WAS NAD'27-NAVD'88 AND FIELD VERIFIED BY MRA, INC.

8. THE PROPERTY SHOWN HEREON WAS ACQUIRED BY DR ACQUISITIONS AS RECORDED IN THE OFFICE OF THE CLERK OF THE COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA IN DEED BOOK 1263, PAGE 99.

9. THE HOMEOWNER'S ASSOCIATION INC. WILL BE RESPONSIBLE FOR THE MAINTENANCE OF STORM WATER DETENTION/DRAINAGE FACILITIES AND EASEMENTS. IN ADDITION THEY SHALL BE RESPONSIBLE FOR MAINTENANCE OF SIDEWALKS & STREET LIGHTS. THE WEST VIRGINIA DEPARTMENT OF HIGHWAY IS NOT RESPONSIBLE FOR MAINTENANCE OF SIDEWALKS AND STREET LIGHTS. ALL CONSTRUCTION SHALL CONFORM TO CURRENT CITY OF CHARLES TOWN, WVDOH AND SANITATION AUTHORITY STANDARDS AND SPECIFICATIONS.

10. THE APPROVAL OF THESE PLANS SHALL IN NO WAY RELIEVE THE DEVELOPER OR HIS AGENT OF ANY LEGAL RESPONSIBILITY WHICH MAY BE REQUIRED BY THE CODE OF WEST VIRGINIA OR ANY OTHER ORDINANCE ENACTED BY THE CITY OF CHARLES TOWN.

11. ALL UNDERGROUND UTILITIES WITHIN STREET RIGHT-OF-WAYS SHALL BE INSTALLED TO THE REQUIRED DISTANCE BEYOND THE RIGHT-OF-WAY LINE PRIOR TO THE INSTALLATION OF ANY SUBBASE MATERIAL, CURB AND GUTTER, OR SIDEWALK.

12. THESE PLANS MAKE NO REPRESENTATION AS TO SUBSURFACE CONDITIONS AND THE PRESENCE OF SUBSURFACE WATER OR THE NEED FOR SUBSURFACE DRAINAGE FACILITIES. ANY WELLS OR SEPTIC FIELDS WITHIN THE LIMITS OF THE SITE WILL BE ABANDONED IN PLACE.

13. ACCORDANCE WITH STATE AND LOCAL HEALTH DEPARTMENT REQUIREMENTS AND REGULATIONS PRIOR TO RECORD PLAT APPROVAL. THE SECTION DELINEATED HEREON CONTAINS NO KNOWN ARCHEOLOGICAL OR HISTORICAL LANDMARKS.

14. FINAL HOUSE AND ACCESSORY LOCATIONS ARE SUBJECT TO APPROVAL AT BUILDING PERMIT SUBMISSION.

15. PARKING FOR THIS SITE PLAN WILL BE IN COMPLIANCE WITH ALL REQUIRED REGULATIONS.

16. WETLAND INFORMATION OBTAINED FROM WETLAND DELINEATION REPORT PREPARED BY GREENHORNE AND O'MARA, INC. DATED JULY 14, 2000.

17. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ALL IMPROVEMENTS AND AREAS UNTIL CONVEYANCE OF THE IMPROVEMENTS TO THE HOME OWNERS ASSOCIATION OR OTHER ENTITY. UPON RELEASE FROM THE ASSOCIATED PERFORMANCE RELATED BOND OR OTHER FORM OF SURETY BOND POSTED WITH THE CITY OR COUNTY, ALL OPEN SPACE PARCELS, ALLEYS, AND OTHER COMMON ELEMENTS SHALL BE CONVEYED TO HUNTFIELD COMMUNITY ASSOCIATION, INC AT WHICH TIME THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE UPKEEP OF SUCH PARCELS. REFERENCE ARTICLE IV, SECTION 4.1, 4.2 AND 4.3 OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE HUNTFIELD COMMUNITY ASSOCIATION, INC , WHICH WAS RECORDED FEBRUARY 14, 2003 IN DEED BOOK 970 AT PAGE 154.

18. ALL STREETS SHOWN WITHIN THIS PLAN WITH THE EXCEPTION OF LORD FAIRFAX STREET ARE DEFINED AS LOCAL ROADS PER THE CRITERIA LISTED IN SECTION 1333.02 OF THE SUBDIVISION / LAND DEVELOPMENT ORDINANCE.

APPROVED DEVIATIONS & WAIVERS

WAIVERS AND DEVIATIONS
APPROVED PER DEVELOPMENT PLAN & PLAT APPROVED JUNE 16, 2021
RZNG–21–013 & LDPP–21–025.

DEVIATIONS
. 5.5.2f – SETBACKS FOR PRINCIPAL BUILDINGS SHALL BE SHOWN IN TABLE 11–TABLE14 AND/OR TABLE 22 AND TABLE 23. DEVIATION TO ALLOW 7' 2" SIDE SETBACKS FOR THE SINGLE–FAMILY UNITS PROPOSED IN T3.

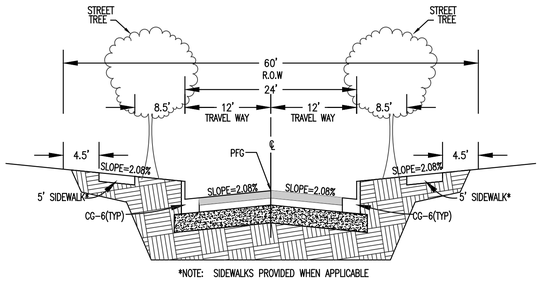
WAIVERS
3.5.4. – BLOCKS ADJACENT TO UNDEVELOPED LAND, AREAS UNSUITABLE FOR DEVELOPMENT, OR PRE–EXISTING INCOMPLETE BLOCKS MAY BE EXEMPT FROM BLOCK FACE LENGTH AND BLOCK PERIMETER REQUIREMENTS BY ADMINISTRATIVE WAIVER IN ACCORDANCE WITH 1.5.3. WAIVER TO ALLOW FOR BLOCKS ADJACENT TO UNDEVELOPED OR UNSUITABLE LAND TO BE EXEMPT FROM BLOCK PERIMETER AND BLOCK FACE LENGTH REQUIREMENTS.

SECONDARY STREETS
TYPICAL SECTION - (NO PARKING)

FOR ILLUSTRATIVE PURPOSES ONLY

FINAL SECTION DETAILS TO BE APPROVED DURING SITE PLAN REVIEW

(NOT TO SCALE)



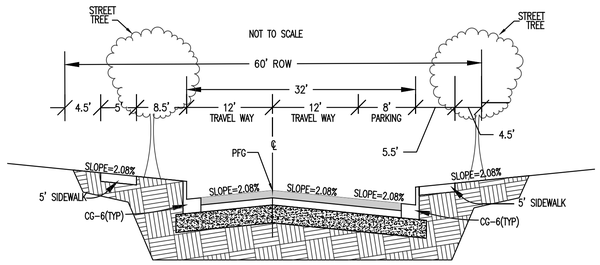
*NOTE: SIDEWALKS PROVIDED WHEN APPLICABLE

SECONDARY STREETS
TYPICAL SECTION - (PARKING ONE SIDE)

FOR ILLUSTRATIVE PURPOSES ONLY

FINAL SECTION DETAILS TO BE APPROVED DURING SITE PLAN REVIEW

(NOT TO SCALE)

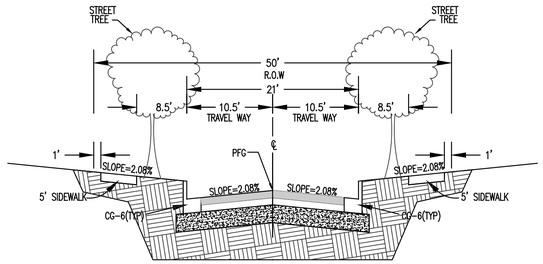


TERTIARY STREETS
TYPICAL SECTION - (NO PARKING)

FOR ILLUSTRATIVE PURPOSES ONLY

FINAL SECTION DETAILS TO BE APPROVED DURING SITE PLAN REVIEW

(NOT TO SCALE)

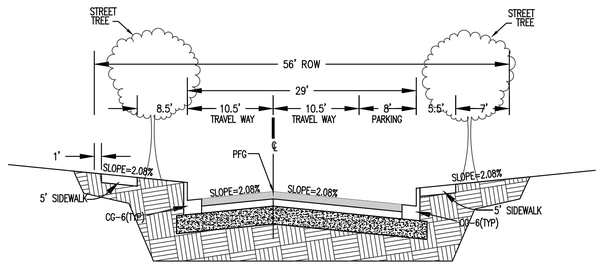


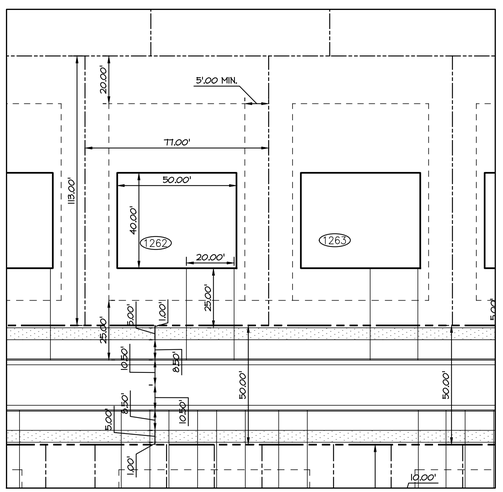
TERTIARY STREETS
TYPICAL SECTION - (PARKING ONE SIDE)

FOR ILLUSTRATIVE PURPOSES ONLY

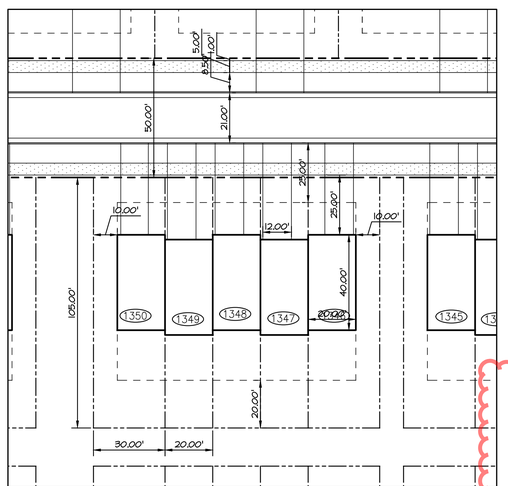
FINAL SECTION DETAILS TO BE APPROVED DURING SITE PLAN REVIEW

(NOT TO SCALE)





TYPICAL SINGLE FAMILY DETACHED LOT DETAIL
SCALE: 1"=30'



TYPICAL SINGLE FAMILY ATTACHED LOT DETAIL
SCALE: 1"=30'

NOTES:

ACTUAL LOT DIMENSIONS MAY VARY PROVIDED THE MINIMUM LOT STANDARDS ARE PROVIDED THE APPROVED LETTER OF CLARIFICATION/HUNTFIELD PROFFER STATEMENT" DATED MARCH 28, 2002

ZONING INFORMATION

DISTRICT – NR (NEIGHBORHOOD RESIDENTIAL)

MODIFIED AS SET FORTH IN THE PROFFERS FOR THE HUNTFIELD DEVELOPMENT IN "LETTER OF CLARIFICATION / HUNTFIELD PROFFER STATEMENT DATED MARCH 28, 2002" & THE AMENDMENT TO THE HUNTFIELD PROFFERS DATED MAY 3, 2004, PROFFER AMENDMENT #2 DATED 8/1/05 AND PROFFER AMENDMENT #3 DATED 8/19/24

PROPOSED USES
SFD – SINGLE FAMILY DETACHED UNITS
SFA – SINGLE FAMILY ATTACHED UNITS (TOWNHOUSES)

NOTES:
1) PER "LETTER OF CLARIFICATION/HUNTFIELD PROFFER STATEMENT" DATED MARCH 28, 2002:
   a) MINIMUM LOT WIDTH SHALL BE REDUCED TO 50 FEET AT THE STREET.
   b) MINIMUM LOT AREA SHALL BE REDUCED TO 5,000 SQUARE FEET.
   c) FRONT YARD SETBACK SHALL BE 25 FEET FROM THE EDGE OF PAVEMENT.
   d) ENCROACHMENT WITHIN THE FRONT YARD SETBACK SHALL BE NO MORE THAN 30% OR 8.34 FEET. (NOTE: THE 30% VALUE APPEARS TO BE A TYPOGRAPHICAL ERROR IN THE PROFFERS THAT SHOULD BE 33%.)
   e) SIDE YARD SETBACKS SHALL BE REDUCED TO 5 FEET MINIMUM.
   f) NO SETBACK FROM THE PROPERTY LINE FOR ACCESSORY STRUCTURES SHALL BE REQUIRED.
   g) MINIMUM PAVING WIDTH SHALL BE 24 FEET.
2) PER THE CITY OF CHARLES TOWN ZONING ORDINANCE, MAXIMUM AREA OCCUPIED BY ACCESSORY STRUCTURES TO BE LESS THAN 25% OF THE REAR YARD. ACTUAL AREA OCCUPIED BY ACCESSORY STRUCTURE WILL BE BASED ON FINAL SELECTION OF TOWNHOME PRODUCT.
3) PER THE CITY OF CHARLES TOWN ZONING ORDINANCE, IMPERVIOUS SITE AREA NOT TO EXCEED REQUIREMENTS SHOWN IN THE TABLE BELOW. ACTUAL IMPERVIOUS SITE AREA TO BE BASED ON FINAL SELECTION OF AND SFD HOUSE TYPES.
4) MAX HEIGHT NOT TO EXCEED 3 STORIES OR 45 FT PER THE AMENDED HUNTFIELD PROFFERS DATED 8/19/24. ACTUAL HEIGHT BASED ON FINAL SELECTION OF HOUSE TYPE.
5) PER THE AMENDED HUNTFIELD PROFFERS DATED MAY 3, 2004, FRONT LOADING GARAGES MAY BE USED FOR NOT MORE THAN 40% OF THE TOTAL NUMBER OF GARAGES PROPOSED IN THE DEVELOPMENT.

SFD Units
** indicates items modified in proffers - see notes*

	Required	Provided
***Lot Size**		
Min (sf)	5,000	> Minimum
***Lot Width**		
Min (ft)	50'	> Minimum
Impervious Site Coverage		
Max. Gross Site Area Covered (%)	70%	*See note 3*
***Max Height**		
Not to Exceed (stories/ft)	3/45	*See note 4*
***Front Setbacks**	25'	25'
***Side Setbacks**	5'	5'
Rear Setbacks	20'	20'
*Accessory Structures - See note 2		
No Setback Requirements - see note 1 (f).		
Corner Lots		
Shall have 2 fronts, 1 side, and 1 rear yard.		

SFA Units (Town homes)
** indicates items modified in proffers - see notes*

	Required	Provided
***Lot Size**	1,600 SF	> Minimum
***Lot Width**		
Min (ft)	16'	20'
Impervious Site Coverage		
Max. Gross Site Area Covered (%)	80%	*See note 3*
***Max Height**		
Not to Exceed (stories/ft)	3/45	*See note 4*
***Front Setbacks**	25'	25'
***Side Setbacks (at the end of each row)**	10'	10'
Rear Setbacks	20'	20'
*Accessory Structures - See note 2		
No Setback Requirements - see note 1 (f).		

PHASE - 9
(±748,758 SF / ±17.19 AC)
70 TOTAL LOTS
70 - SFD

Total Parking (Phase 9)	Required	Provided
	148	175
*Min. Parking per SFD (2 Spaces / Unit) (71) Units	140	140
**Min. Parking per SFA (1.8 Spaces / Unit) (-) Units	-	-
On-Street Parking	-	35

PHASE - 11
(±2,101,845 SF / ±48.25 AC)
185 TOTAL LOTS
92 - SFD
93 - SFA

Total Parking (Phase 11)	Required	Provided
	351	408
*Min. Parking per SFD (2 Spaces / Unit) (92) Units	184	184
**Min. Parking per SFA (1.8 Spaces / Unit) (93) Units	167	186
On-Street Parking	-	38

NOTES:
*ASSUMES (2) PARKING SPACES PER DRIVEWAY
**ASSUMES (1) PARKING SPACE PER DRIVEWAY AND (1) PER GARAGE

MRA
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PURCELLVILLE, VA 20132
703-994-4047 x3103
MRAGTA.COM

REV NO.	REVISION	DATE
#1	REVISED PER CITY OF CHARLES TOWN COMMENTS	7/24/26
#2	REVISED PER CITY OF CHARLES TOWN PLANNING COMMISSION COMMENTS	8/08/26

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HUNTFIELD
(PHASES 9 & 11)
SKETCH PLAN
CITY OF CHARLES TOWN, WV

JOB NO.: 23593	DRAWN BY: CDS
SCALE: AS SHOWN	DESIGN BY: CDS
DATE: 04/06/26	REVIEW BY: TDH
SHEET: 2 OF 7	

SHEET TITLE
NOTES & DETAILS

SHEET NUMBER
2

NORTH NAD83

TD: 03 / MAP: 11 / PARCEL: 0003
OWNERSHIP: WINCHESTER GOLD STORAGE CO INC
OWNER ADDRESS: P O BOX 45
CITY, STATE, ZIP: WINCHESTER , VA , 22601
LEGAL DESCRIPTION: 142.67A BYRD GOLD STORAGE
DEED BOOK/PAGE: 452/0015

TD: 3 / MAP: 11 / PARCEL: 2
OWNERSHIP: DR ACQUISITIONS LLC
LEGAL DESCRIPTION: 481.25 AC TRACT B- BYRD
DEED BOOK/PAGE: 1263/99

TD: 03 / MAP: 11 / PARCEL: 0001
OWNERSHIP: DR ACQUISITIONS LLC
OWNER ADDRESS: 225 ARMENIAN OAK DR STE 101
CITY, STATE, ZIP: FREDERICK , MD , 217017091
LEGAL DESCRIPTION: 265.34 AC TRACT A - BYRD
DEED BOOK/PAGE: 1263/99

TD: 03 / MAP: 11 / PARCEL: 0417
OWNERSHIP: DR ACQUISITIONS LLC
OWNER ADDRESS: 225 ARMENIAN OAK DR STE 101
CITY, STATE, ZIP: FREDERICK , MD , 217017091
LEGAL DESCRIPTION: .52 AC TRACT A - BYRD
DEED BOOK/PAGE: 1263/99

TD: 02 / MAP: 15 / PARCEL: 0003
OWNERSHIP: RINDONE SALVATORE J
OWNER ADDRESS: 2004 HUYETT RD
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: .68 AC SINGHAS- PHALEN
DEED BOOK/PAGE: 1216/183

TD: 03 / MAP: 11D / PARCEL: PARK
OWNERSHIP: SPRUCE HILL NORTH HOME OWNERS ASSOCIATION INC
OWNER ADDRESS: 835E WASHINGTON ST
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL: DESCRIPTION: PARK SPRUCE HILL NORTH (1.24AC)
DEED BOOK/PAGE: 1119/462

TD: 03 / MAP: 11 / PARCEL: 0010
OWNERSHIP: MDH, CHARLES TOWN LLC
OWNER ADDRESS: 786 SPRUCE HILL WAY
CITY, STATE, ZIP: CHARLES TOWN , WV , 254144496
LEGAL DESCRIPTION: 5.41 AC HOWARD
DEED BOOK/PAGE: 1299/451

TD: 2 / MAP: 15 / PARCEL: 3
OWNERSHIP: HERTELENDY KENNETH M & GINDI L
LEGAL DESCRIPTION: 3.51 COLSTON - BYRD
DEED BOOK/PAGE: 874/140

TD: 06 / MAP: 3C / PARCEL: 0041
OWNERSHIP: MOORE THOMAS R III
LEGAL DESCRIPTION: LT #41 SPRUCE HILL
DEED BOOK/PAGE: 1182/520

TD: 06 / MAP: 3C / PARCEL: 0040
OWNERSHIP: DAVIDSON AMBER & MICHAEL
OWNER ADDRESS: 106 FRASER CT
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT #40 SPRUCE HILL
DEED BOOK/PAGE: 1254/528

TD: 06 / MAP: 3C / PARCEL: COMM
OWNERSHIP: SPRUCE HILL ESTATES HOA INC
OWNER ADDRESS: 835E WASHINGTON ST STE 105
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: 40.12 A OPEN SPACE & COMM
DEED BOOK/PAGE: 1031/235

TD: 03 / MAP: 11B / PARCEL: COMM
OWNERSHIP: DR ACQUISITIONS LLC
OWNER ADDRESS: 225 ARMENIAN OAK DR STE 101
CITY, STATE, ZIP: FREDERICK , MD , 217017091
LEGAL DESCRIPTION: 4.24 AC HUNTFIELD (OPEN SPACE)
DEED BOOK/PAGE: 1263/99

TD: 03 / MAP: 11E / PARCEL: PARK
OWNERSHIP: DR ACQUISITIONS LLC
OWNER ADDRESS: 225 ARMENIAN OAK DR STE 101
CITY, STATE, ZIP: FREDERICK , MD , 217017091
LEGAL DESCRIPTION: PARK UNION RIDGE TH-HUNTFIELD
DEED BOOK/PAGE: 1263/99

SWM

PHASE 9

PROPERTIES WITHIN 100' PROXIMITY OF PHASE 9

PHASE 4

REC CENTER

PHASE 3E

PHASE 3B

PHASE 2B

PHASE 3A

SWM

SWM

SWM

SWM

SWM

PHASE 5A

PHASE 5B

UNIONRIDGE TOWNHOMES (PHASE 2A-3)

EX. PHASES

PHASE 4

SWM

PHASE 11

PROPERTIES WITHIN 100' PROXIMITY OF PHASE 11

TD: 3 / MAP: 11 / PARCEL: 6
OWNERSHIP: JEFFERSON COUNTY BOARD OF EDUCATION
LEGAL DESCRIPTION: 58.00 AC BYRD-HUNTFIELD
DEED BOOK/PAGE: 974/140

TD: 3 / MAP: 11 / PARCEL: 1
OWNERSHIP: DR ACQUISITIONS LLC
LEGAL DESCRIPTION: 265.34 AC TRACT A - BYRD
DEED BOOK/PAGE: 1263/99

TD: 3 / MAP: 11 / PARCEL: 1
OWNERSHIP: DR ACQUISITIONS LLC
LEGAL DESCRIPTION: 265.34 AC
TRACT A - BYRD
DEED BOOK/PAGE: 1263/99

TD: 2 / MAP: 15 / PARCEL: 11
OWNERSHIP: VENTOSA CEMETERY OF GIBSONTOWN
LEGAL DESCRIPTION: 3.5 A.- VENTOSA
DEED BOOK/PAGE: 10

TD: 2 / MAP: 17 / PARCEL: 1
OWNERSHIP: J.EFFERSON COUNTY BOARD OF EDUCATION
LEGAL DESCRIPTION: 12 A.- PERRY (SOLAR SCHOOL)
DEED BOOK/PAGE: 385/526

TD: 2 / MAP: 17 / PARCEL: 1
OWNERSHIP: HILL FARM PARTNERS LLC
LEGAL DESCRIPTION: 162.75AC GEORGE SHAULL-HOPKINS
DEED BOOK/PAGE: 1315/620

INTERNAL ABUTTING OWNERS WITHIN 100'

PHASE - 9

LOT # 163 TD: 03 / MAP: 11B / PARCEL: 0163
OWNERSHIP: BEISNER RALPH E III & PAMELA L
OWNER ADDRESS: 228 LORD FAIRFAX ST
CITY, STATE, ZIP: CHARLES TOWN , WV , 254142607
LEGAL DESCRIPTION: LOT 163 HUNTFIELD
DEED BOOK/PAGE: 1371/650

LOT # 164 TD: 03 / MAP: 11B / PARCEL: 0164
OWNERSHIP: FARGO TIFFANY
OWNER ADDRESS: 238 LORD FAIRFAX ST
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LOT 164 HUNTFIELD
DEED BOOK/PAGE: 1167/275

LOT # 165 TD: 03 / MAP: 11B / PARCEL: 0165
OWNERSHIP: BRAMHALL ANESSA D
OWNER ADDRESS: 242 LORD FAIRFAX ST
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LOT 165 HUNTFIELD
DEED BOOK/PAGE: 1042/693

LOT # 278 TD: 03 / MAP: 11B / PARCEL: 0278
OWNERSHIP: KNUTH KAHLIL A & JESSICA L
OWNER ADDRESS: 5030 ISTANBUL PL APT 7B
CITY, STATE, ZIP: DALLES , VA , 201845030
LEGAL DESCRIPTION: LT 278 HUNTFIELD
DEED BOOK/PAGE: 1151/450

LOT # 279 TD: 03 / MAP: 11B / PARCEL: 0279
OWNERSHIP: MELDON TERRY
OWNER ADDRESS: 225 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 254144420
LEGAL DESCRIPTION: LT 279 HUNTFIELD
DEED BOOK/PAGE: 1213/266

LOT # 280 TD: 03 / MAP: 11B / PARCEL: 0280
OWNERSHIP: RAIMOND SHANE & JESSICA
OWNER ADDRESS: 209 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT 280 HUNTFIELD
DEED BOOK/PAGE: 1261/343

LOT # 281 TD: 03 / MAP: 11B / PARCEL: 0281
OWNERSHIP: BOSTIAN JENNIFER
OWNER ADDRESS: 144 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT 281 HUNTFIELD
DEED BOOK/PAGE: 1060/21

LOT # 282 TD: 03 / MAP: 11B / PARCEL: 0282
OWNERSHIP: GOSSETT TANYA
OWNER ADDRESS: 187 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 254144448
LEGAL DESCRIPTION: LT 282 HUNTFIELD
DEED BOOK/PAGE: 1322/624

LOT # 283 TD: 03 / MAP: 11B / PARCEL: 0283
OWNERSHIP: FREE MARGARET M
OWNER ADDRESS: 174 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 254144448
LEGAL DESCRIPTION: LT 283 HUNTFIELD
DEED BOOK/PAGE: 1314/723

LOT # 284 TD: 03 / MAP: 11B / PARCEL: 0284
OWNERSHIP: HOUSLEY GREGG M & JENNIFER L CAVASINA-HOUSLEY
OWNER ADDRESS: 164 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 254144448
LEGAL DESCRIPTION: LT 284 HUNTFIELD
DEED BOOK/PAGE: 1216/381

LOT # 285 TD: 03 / MAP: 11B / PARCEL: 0285
OWNERSHIP: MARTINEZ SEVERIANO A JR & KATELYN D JENKINS
OWNER ADDRESS: 151 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT 285 HUNTFIELD
DEED BOOK/PAGE: 1206/238

LOT # 286 TD: 03 / MAP: 11B / PARCEL: 0286
OWNERSHIP: DR ACQUISITIONS LLC
OWNER ADDRESS: 225 ARMENIAN OAK DR STE 101
CITY, STATE, ZIP: FREDERICK , MD , 217017091
LEGAL DESCRIPTION: LT 286 HUNTFIELD
DEED BOOK/PAGE: 1263/99

LOT # 287 TD: 03 / MAP: 11B / PARCEL: 0287
OWNERSHIP: MARTINEZ JOSE R & DANA L
OWNER ADDRESS: 221 LORD FAIRFAX ST
CITY, STATE, ZIP: CHARLES TOWN , WV , 254142608
LEGAL DESCRIPTION: LT 287 HUNTFIELD
DEED BOOK/PAGE: 1250/574

LOT # 288 TD: 03 / MAP: 11B / PARCEL: 0288
OWNERSHIP: CARDOZO EDWIN
OWNER ADDRESS: 231 LORD FAIRFAX ST
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT 288 HUNTFIELD
DEED BOOK/PAGE: 1260/140

LOT # 289 TD: 03 / MAP: 11B / PARCEL: 0289
OWNERSHIP: MESSINA GEORGE JR & RENE K
OWNER ADDRESS: 244 LORD FAIRFAX ST
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT 289 HUNTFIELD
DEED BOOK/PAGE: 1256/446

OWNERSHIP: WINCHESTER GOLD STORAGE CO INC
LEGAL DESCRIPTION: 142.67A BYRD GOLD STORAGE
DEED BOOK/PAGE: 452/15

LOT # 247 TD: 03 / MAP: 11B / PARCEL: 0247
OWNERSHIP: BASS JACK L III & GRACE F
OWNER ADDRESS: 220 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 254144419
LEGAL DESCRIPTION: LT 247 HUNTFIELD
DEED BOOK/PAGE: 1285/363

LOT # 248 TD: 03 / MAP: 11B / PARCEL: 0248
OWNERSHIP: BROWN AMANDA B
OWNER ADDRESS: 228 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT 248 HUNTFIELD
DEED BOOK/PAGE: 1264/341

LOT # 249 TD: 03 / MAP: 11B / PARCEL: 0249
OWNERSHIP: MATTOS ANA ROSARIO & RICARDO
OWNER ADDRESS: 240 COLONIAL DR
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT 249 HUNTFIELD
DEED BOOK/PAGE: 1227/23

LOT # 300 TD: 03 / MAP: 11B / PARCEL: 0300
OWNERSHIP: DR ACQUISITIONS LLC
OWNER ADDRESS: 225 ARMENIAN OAK DR STE 101
CITY, STATE, ZIP: FREDERICK , MD , 217017091
LEGAL DESCRIPTION: LT 300 HUNTFIELD
DEED BOOK/PAGE: 1263/99

LOT # 301 TD: 03 / MAP: 11B / PARCEL: 0301
OWNERSHIP: PEARSON MATTHEW & MARY E
OWNER ADDRESS: 604 PROSPECT HILL BLVD
CITY, STATE, ZIP: CHARLES TOWN , WV , 254145550
LEGAL DESCRIPTION: LT 301 HUNTFIELD
DEED BOOK/PAGE: 1154/440

LOT # 302 TD: 03 / MAP: 11B / PARCEL: 0302
OWNERSHIP: GOLDEN JUDY & CLARA
OWNER ADDRESS: 591 PROSPECT HILL BLVD
CITY, STATE, ZIP: CHARLES TOWN , WV , 25414
LEGAL DESCRIPTION: LT 302 HUNTFIELD
DEED BOOK/PAGE: 1210/50

LOT # 858 TD: 03 / MAP: 11E / PARCEL: 0858
OWNERSHIP: DAN RYAN BUILDERS WEST VIRGINIA LLC
OWNER ADDRESS: 2091 GAITHER RD STE 600
CITY, STATE, ZIP: ROCKVILLE , MD , 208504018
LEGAL DESCRIPTION: #858 UNION RIDGE TH-HUNTFIELD
DEED BOOK/PAGE: 1216/527

LOTS # 913 & LOT # 914
TD: 03 / MAP: 11 / PARCEL: 0001
OWNERSHIP: DR ACQUISITIONS LLC
OWNER ADDRESS: 225 ARMENIAN OAK DR STE 101
CITY, STATE, ZIP: FREDERICK , MD , 217017091
LEGAL DESCRIPTION: 265.34 AC TRACT A - BYRD
DEED BOOK/PAGE: 1263/99

PHASE - 11

LOT # 481 TD: 03 / MAP: 11F / PARCEL: 0481
OWNERSHIP: DRB GROUP WEST VIRGINIA LLC
OWNER ADDRESS: 2091 GAITHER RD STE 600
CITY, STATE, ZIP: ROCKVILLE , MD , 208504018
LEGAL DESCRIPTION: LOT 481 HUNTFIELD
DEED BOOK/PAGE: 1342/229

LOT # 482 TD: 03 / MAP: 11F / PARCEL: 0482
OWNERSHIP: DRB GROUP WEST VIRGINIA LLC
OWNER ADDRESS: 2091 GAITHER RD STE 600
CITY, STATE, ZIP: ROCKVILLE , MD , 208504018
LEGAL DESCRIPTION: LOT 482 HUNTFIELD
DEED BOOK/PAGE: 1343/654

LOT # 483 TD: 03 / MAP: 11F / PARCEL: 0483
OWNERSHIP: DRB GROUP WEST VIRGINIA LLC
OWNER ADDRESS: 2091 GAITHER RD STE 600
CITY, STATE, ZIP: ROCKVILLE , MD , 208504018
LEGAL DESCRIPTION: LOT 483 HUNTFIELD
DEED BOOK/PAGE: 1341/88

LOT # 484 TD: 03 / MAP: 11F / PARCEL: 0484
OWNERSHIP: DRB GROUP WEST VIRGINIA LLC
OWNER ADDRESS: 2091 GAITHER RD STE 600
CITY, STATE, ZIP: ROCKVILLE , MD , 208504018
LEGAL DESCRIPTION: LOT 484 HUNTFIELD
DEED BOOK/PAGE: 1342/224

300 0 300 600 900
Scale 1" = 300'

MRA

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, PLANNERS, SURVEYORS, AND LANDSCAPE ARCHITECTS

205 E HIRST ROAD, SUITE 106
PURCELLVILLE, VA 20132
703-994-4047 x3103

MRAGTA.COM

REV NO.	REVISION	DATE
#2	REVISED PER CITY OF CHARLES TOWN PLANNING COMMISSION COMMENTS	8/09/26
#1	Rev/ISSD PER CITY OF CHARLES TOWN COMMENTS	7/14/26

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HUNTFIELD
(PHASES 9 & 11)
SKETCH PLAN
CITY OF CHARLES TOWN, WV

JOB NO.: 23593	DRAWN BY: CDS
SCALE: AS SHOWN	DESIGN BY: CDS
DATE: 04/06/26	REVIEW BY: TDH
SHEET: 3 OF 7	

SHEET TITLE
OVERALL

SHEET NUMBER
3

NOTES:

LOTS #s EX.266-277 & EX. 286, WERE PREVIOUS APPROVED WITH PHASE 2B STPL 2003-0006 AND ARE NOW INCORPORATED IN THE PHASE 9

EX. NEWBURY STREET

EX. ALLEY 2B19

EX. 300

EX. COLONIAL DRIVE

EX. ALLEY 2A18

EX. ALLEY 2B18

EX. ALLEY 2C18

EX. LORD FAIRFAX STREET

EX.277 EX.276 EX.275 EX.274 EX. 273 EX.272 EX.271 EX.270 EX.269 EX.268 EX.267 EX.266 EX.286

961 962 963 964 965 966 967 968

UNION RIDGE DRIVE

EX. UNION RIDGE DRIVE

960 959 958 957 956 955 954 953

925 924 923 922 921 920 919 918 917 916 915

926 927 928 929 930 931 932 933 934 935 914

952 951 950 949 948 947 946 945 944 943 942 941 940 939 938 937 936

SULLIVAN STREET

NEWBURY STREET

LORD FAIRFAX STREET

SEE SHEET #3 FOR LOCATION OF SWM FACILITY ASSOCIATED WITH THIS PHASE & LIST OF ADJACENT OWNERS WITHIN 100' OF PHASE LIMITS

16.08 AC OF TREE SAVE AREA PER APPROVED SCHM 2003-0003

S36°18'43"W 434.25'

N40°37'47"W 430.05'

MATCHLINE (SEE SHEET 5)

50 0 50 100 150

Scale 1" = 50'

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REV NO.	REVISION	DATE
#1	REVISED PER CITY OF CHARLES TOWN COMMENTS	7/02/26
#2	REVISED PER CITY OF CHARLES TOWN PLANNING COMMISSION COMMENTS	8/05/26

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HUNTFIELD
(PHASES 9 & 11)
SKETCH PLAN
CITY OF CHARLES TOWN, WV

JOB NO.: 23593	DRAWN BY: CDS
SCALE: AS SHOWN	DESIGN BY: CDS
DATE: 04/06/26	REVIEW BY: TDH
SHEET: 4 OF 7	

SHEET TITLE

SKETCH PLAN (PHASE 9) - 1

SHEET NUMBER

4

UNION RIDGE DRIVE

NEWBURY STREET

SULLIVAN STREET

LORD FAIRFAX STREET

EX. HUYETT ROAD

960 959 958 957 956 955 954 953

925 924 923 922 921 920 919 918 917 916 915

926 927 928 929 930 931 932 933 934 935 914

952 951 950 949 948 947 946 945 944 943 942 941

940 939 938 937 936

N40°37'47"W 430.05'

N40°31'05"W 799.49'

S39°18'43"W 434.25'

N39°12'15"E 425.49'

TREE SAVE AREA PER APPROVED SCHM 2003-0003

MATCHLINE (SEE SHEET 4)

SEE SHEET #3 FOR LOCATION OF SWM FACILIY ASSOCIATED WITH THIS PHASE & LIST OF ADJACENT OWNERS WITHIN 100' OF PHASE LIMITS

NORTH

50 0 50 100 150

Scale 1" = 50'

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REV NO.	REVISION	DATE
#2	REVISED PER CITY OF CHARLES TOWN PLANNING COMMISSION COMMENTS	9/09/26
#1	REVISED PER CITY OF CHARLES TOWN COMMENTS	7/14/26

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HUNTFIELD
(PHASES 9 & 11)
SKETCH PLAN
CITY OF CHARLES TOWN, WV

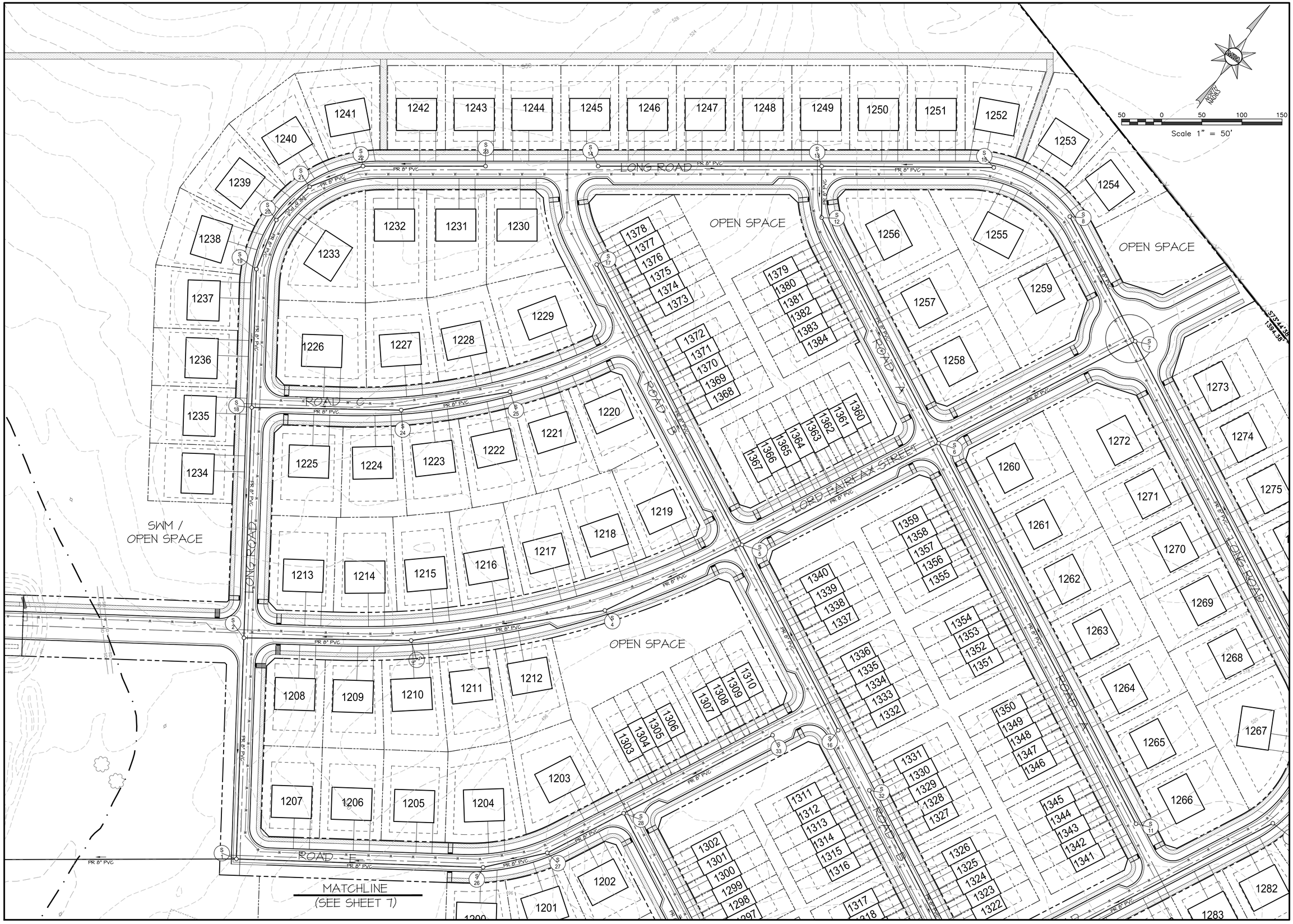
JOB NO.: 23593	DRAWN BY: CDS
SCALE: AS SHOWN	DESIGN BY: CDS
DATE: 04/06/26	REVIEW BY: TDH
SHEET: 5 OF 7	

SHEET TITLE

SKETCH PLAN (PHASE 9) - 2

SHEET NUMBER

5



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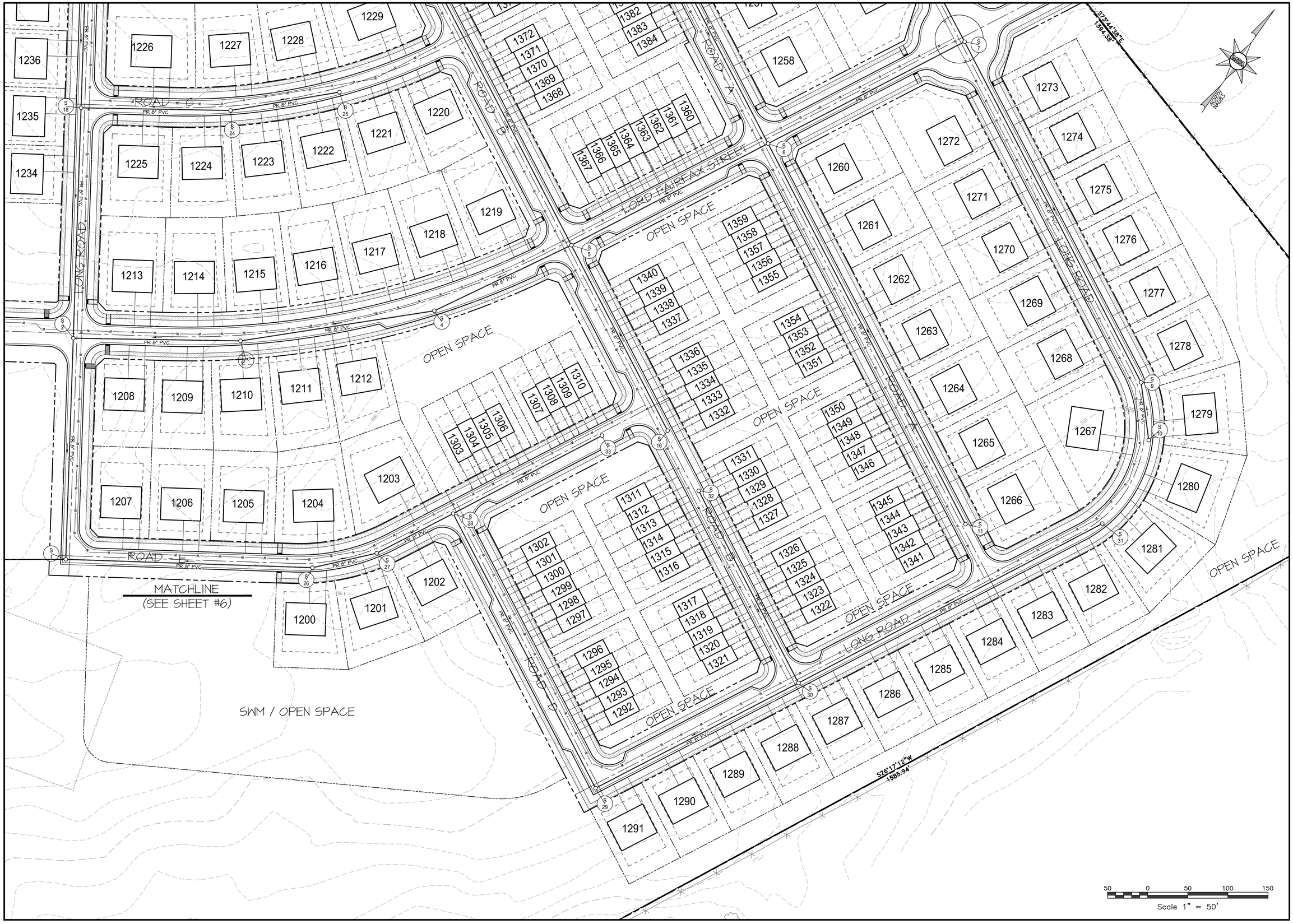
HUNTFIELD
(PHASES 9 & 11)
SKETCH PLAN
CITY OF CHARLES TOWN, WV

JOB NO.: 23593	DRAWN BY: CDS
SCALE: AS SHOWN	DESIGN BY: CDS
DATE: 04/06/26	REVIEW BY: TDH
SHEET: 6 OF 7	

SHEET TITLE
SKETCH PLAN (PHASE 11) - 1

SHEET NUMBER
6



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HUNTFIELD
(PHASES 9 & 11)
SKETCH PLAN
CITY OF CHARLES TOWN, WV

JOB NO.: 23593	DRAWN BY: CDS
SCALE: AS SHOWN	DESIGN BY: CDS
DATE: 04/06/26	REVIEW BY: TDH
SHEET: 7 OF 7	

SHEET TITLE

SKETCH PLAN (PHASE 11) - 2

SHEET NUMBER

7

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1972: Board of Parks and Recreation Commission Appointment

Mr. Thomas Mitchell is applying for the vacancy with a term ending June 1, 2027.

ATTACHMENTS:

- Boards and Commissions Application - 2026 Mr. Mitchell.pdf

CHARLES TOWN BOARDS AND COMMISSIONS

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

Board or Commission Applying for:

Date of Application: Aug 6 2026

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

Name: Thomas D Mitchell

Address: 123 Tate Manor dr Charles town wv 2541

Email: mitchellthomas146@gmail.com

Phone: 5717521565

Length of time lived in the City of Charles Town: About 18 years

Have you ever been a member of a local government board or commission? I have not

If yes, when, where, and in what capacity? _____

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 would like to serve my community and I believe this is one way to do so. I think that if everybody gets involved that it will help improve everything in our community.

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 304-724-3244. Applications can be emailed to the city manager at bmanuel@charlestownwv.us or the deputy city clerk at cvezzosi@charlestownwv.us

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Ordinance
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1973: An Ordinance to Approve the July 2026 Replacement Pages to the Codified Ordinances

These changes were enacted during the 2026 WV State Legislative Session.

ATTACHMENTS:

- JULY 2026 ADOPT ORD.pdf
- Article 333 - Driving Under the Influence; Reckless Driving.pdf
- Article 545 Weapons and Explosives.pdf

CITY OF CHARLES TOWN

AN ORDINANCE TO APPROVE THE JULY 2026 REPLACEMENT PAGES TO THE CODIFIED ORDINANCES.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision; and

WHEREAS, the codification of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLES TOWN, WEST VIRGINIA:

Section 1. That the ordinances of the City of Charles Town, West Virginia, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, chapters, articles and sections within the July 2026 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. That the following sections and articles are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Part Three - Traffic Code

333.01 Driving Under the Influence. (Amended)

Part Five - General Offenses Code

545.02 Carrying A Deadly Weapon Without Provisional License or Other Authorization by Persons Under Twenty-One Years of Age. (Repealed)
545.03 Exemptions From Licensing Fees. (Amended)
545.04 Persons Prohibited from Possession of Firearms. (Amended)
545.05 Possession of Deadly Weapons by Minors Prohibited. (Amended)

Section 3. This Ordinance shall become effective from the date of its adoption.

CITY OF CHARLES TOWN

_____
Mayor

Attest:

_____
Clerk

Approved and enacted this _____ day of _____, 2026.

ARTICLE 333
Driving Under the Influence; Reckless Driving

333.01 Driving under the influence.

333.011 Participation in Motor Vehicle Alcohol Test and Lock Program.

333.02 Reckless driving.

333.03 Hazardous driving.

333.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law

Authority to prohibit driving under the influence - see W. Va. Code 8-12-5(21)

Compliance with State law- see W. Va. Code 17C-5-lla

Implied consent - see W. Va. Code 17C-SA

333.01 DRIVING UNDER THE INFLUENCE.

(a) Definitions.

(1) "Impaired state" means a person:

A. Is under the influence of alcohol;

B. Is under the influence of any controlled substance;

C. Is under the influence of any other drug or inhalant substance;

D. Is under the combined influence of alcohol and any controlled substance or any other drug; or

E. Has an alcohol concentration in his or her blood of eight hundredths of one percent or more, by weight.

(2) "Bodily injury" means injury that causes substantial physical pain, illness or any impairment of physical condition.

(3) "Controlled substance" has the meaning provided in West Virginia Code 60A-1-101.

(4) "Serious bodily injury" means bodily injury that creates a substantial risk of death, that causes serious or prolonged disfigurement, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ.

(5) "Test and lock program" means the Motor Vehicle Test and Lock Program, established in West Virginia Code 17C-5A-3a and administered by the Division of Motor Vehicles.

(b) Any person who drives a vehicle in this Municipality while he or she is in an impaired state, and such impaired state proximately causes a bodily injury to any person other than himself or herself, is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than one day nor more than one year and shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of two years or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-SA-3a: provided, that if the person has previously been convicted under this section, the person shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for life or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a. Any jail term imposed pursuant to this subsection shall include actual confinement of not less than twenty-four hours: provided, however, that a person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(c) Any person who drives a vehicle on any public highway or private road in this Municipality: (1) while he or she is in an impaired state; or (2) while he or she is in an impaired state but has an alcohol concentration in his or her blood of less than fifteen hundredths of one percent, by weight, is guilty of a misdemeanor and, upon conviction thereof, may be confined in jail for up to six months and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of six months or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a: provided, that a person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(d) Any person who drives a vehicle on any public highway or private road in this Municipality while he or she has an alcohol concentration in his or her blood of fifteen hundredths of one percent or more, by weight, is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than two days nor more than six months, which jail term is to include actual confinement of not less than twenty-four hours, and shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of one year or for a period of time conditioned on participation in the test and lock program in accordance with West

Virginia Code 17C-5A-3a. A person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(e) Any person who, being a habitual user of narcotic drugs or amphetamines, or any derivative thereof, drives a vehicle on any public highway or private road in this state is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than one day nor more than six months, which jail term is to include actual confinement of not less than twenty-four hours, and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of six months. A person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(f) Any person who knowingly permits his or her vehicle to be driven on any public highway or private road in this Municipality by any other person who is in an impaired state is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not more than six months and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of six months or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a.

(g) Any person who knowingly permits his or her vehicle to be driven on any public highway or private road in this Municipality by any other person who is a habitual user of narcotic drugs or amphetamines, or any derivative thereof, is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not more than six months and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00) and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of six months.

(h) (1) Any person under the age of twenty-one years who drives a vehicle on any public highway or private road in this Municipality while he or she has an alcohol concentration in his or her blood of two hundredths of one percent or more, by weight, but less than eight hundredths of one percent, by weight, for a first offense under this subsection is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00), and have his or her license to operate a motor vehicle suspended by the Commissioner of the Division of Motor Vehicles for a period of sixty days or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a. For a second or subsequent offense under this subsection, the person is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for twenty-four hours and shall be fined not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of one year or until the person's 21st birthday, whichever period is longer, or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a. A person who is charged with a first offense under the provisions of this subsection may *move* for a continuance of the proceedings, from

time to time, to allow the person to participate in the test and lock program as provided in West Virginia Code 17C-5A-3a. Upon successful completion of the program, the court shall dismiss the charge against the person and expunge the person's record as it relates to the alleged offense. In the event the person fails to successfully complete the program, the court shall proceed to an adjudication of the alleged offense. A motion for a continuance under this subsection may not be construed as an admission or be used as evidence.

(2) A Notwithstanding subdivision (1) of this subsection, a person shall have his or her license to operate a motor vehicle suspended or revoked for a minimum period of one year or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-SA-3a, if the person:

(i) Has previously been convicted under this subsection and is subsequently convicted of an offense under another subsection of this section; or

(ii) Is convicted under this subsection and has previously been convicted of an offense under another subsection of this section.

B. Nothing in this subdivision permits a shorter period of license revocation, license suspension, or participation in the test and lock program than is mandatory for the specific offense for which the person is convicted.

(3) A person arrested and charged with an offense under the provisions of this subsection or subsection (b), (c), (d), (e), (f), or (g) of this section may not also be charged with an offense under this subsection arising out of the same transaction or occurrence.

(i) Any person who drives a vehicle on any public highway or private road in this Municipality while he or she is in an impaired state and has within the vehicle one or more persons who are unemancipated minors who have not yet reached their 16th birthday is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than two days nor more than twelve months, and shall be fined not less than two hundred dollars ($200.00) nor more than one thousand dollars ($1,000), and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for a period of one year or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a: provided, that such jail term shall include actual confinement of not less than forty-eight hours: provided, however, that a person sentenced pursuant to this subsection shall receive credit for any period of actual confinement he or she served upon arrest for the subject offense.

(j) A person convicted of an offense under this section who has previously been convicted of any offense under this section on one occasion, is guilty of a misdemeanor and, upon conviction thereof, shall be confined in jail for not less than six months nor more than one year may be fined not less than one thousand dollars ($1,000) nor more than three thousand dollars ($3,000) and shall have his or her license to operate a motor vehicle revoked by the Commissioner of the Division of Motor Vehicles for ten years or for a period of time conditioned on participation in the test and lock program in accordance with West Virginia Code 17C-5A-3a: provided, that if the second conviction is for an offense as described in subsection (b) of this section and the subsection creating the offense requires a period of

incarceration, period of license revocation, or fine that is greater than what is required for a conviction under this subsection, the greater period of incarceration, period of revocation, or fine shall be imposed: provided, however, that this section does not apply to a second conviction that is subject to a period of license revocation under subsection (h) of this section.

(k) For purposes of subsection (j) of this section relating to second ~~offenses~~, third, and subsequent offenses the following events shall be regarded as offenses and convictions under this section:

(1) Any conviction under the provisions of subsection (b), (c), (d), (e), (f) or (g), of this section, or under a prior enactment of this section, for an offense which occurred within the 10-year period immediately preceding the date of arrest in the current proceeding;

(2) Any conviction under a municipal ordinance of this state or any other state or a statute of the United States or of any other state of an offense which has the same elements as an offense described in subsection (b), (c), (d), (e), (f) or (g) of this section, which offense occurred within the 10-year period immediately preceding the date of arrest in the current proceeding; and

(3) Any period of conditional probation imposed pursuant to West Virginia Code 17C-5-2b for violation of subsection (c) of this section, which violation occurred within the 10-year period immediately preceding the date of arrest in the current proceeding; and

~~(4) Any convictions under the provisions of West Virginia Code 61-5-17(j) or under a prior enactment of that subsection, for an offense which occurred within the 15-year period immediately preceding the date of arrest in the current proceeding.~~

(I) A person may be charged in a warrant, indictment, or information for a second or subsequent offense, as described in subsection (h) or 0) of this section, if the person has been previously arrested for, or charged with, a violation of this section which is alleged to have occurred within the applicable time period for prior offenses, notwithstanding the fact that there has not been a final adjudication of the charges for the alleged previous offense. In that case, the warrant or indictment or information must set forth the date, location, and particulars of the previous offense or offenses. No person may be convicted of a second or subsequent offense under this section unless the conviction for the previous offense has become final, or the person has previously had a period of conditional probation imposed pursuant to West Virginia Code 17C-5-2b.

(m) The fact that any person charged with a violation of subsection (b), (c), (d), or (e) of this section, or any person permitted to drive as described under subsection (t) or (g) of this section, is or has been legally entitled to use alcohol, a controlled substance, or a drug does not constitute a defense against any charge of violating subsection (b), (c), (d), (e), (t) or (g) of this section.

(n) The sentences provided in this section upon conviction for a violation of this article are mandatory and are not subject to suspension or probation: provided, that the court may apply the provisions of West Virginia Code 62-llA-1 et seq. to a person sentenced or committed to a term of one year or less for a first offense under this section: provided,

however, that the court may impose a term of conditional probation pursuant to West Virginia Code 17C-5-2b to persons adjudicated thereunder. An order for home detention by the court pursuant to the provisions of West Virginia Code 62-118-1 et seq. may be used as an alternative sentence to any period of incarceration required by this section for a first or subsequent offense: provided, further, that for any period of home incarceration ordered for a person convicted of a second offense under this section, electronic monitoring shall be required for no fewer than five days of the total period of home confinement ordered and the offender may not leave home for those five days notwithstanding the provisions of West Virginia Code 62-118-5: and provided further, that for any period of home incarceration ordered for a person convicted of a third or subsequent violation of this section, electronic monitoring shall be included for no fewer than ten days of the total period of home confinement ordered and the offender may not leave home for those ten days notwithstanding West Virginia Code 62-118-5.

(o) A person whose license to operate a motor vehicle has been revoked or suspended by the Commissioner of the Division of Motor Vehicles pursuant to this section must complete a comprehensive safety and treatment program as set forth in West Virginia Code 17C-5A-3 before his or her license to operate a motor vehicle can be reinstated and his or her driving privileges restored.

(p) For any offense for which an alternative revocation period is permitted conditioned upon participation in the test and lock program, an alternative sentence may not be imposed without the consent of the driver.

(q) Upon entering the order of conviction for an offense under this section, or the imposition of conditional probation as provided in West Virginia Code 17C-5-2b, the clerk of the court shall immediately transmit the order to the Commissioner of the Division of Motor Vehicles.

(WVaC 17C-5-2)

333.011 PARTICIPATION IN MOTOR VEHICLE ALCOHOL TEST AND LOCK PROGRAM.

(a) (1) Except as provided in subsection (f) of this section, the court, without entering a judgment of guilt and with the consent of the accused, shall defer further proceedings and impose probation, when:

A. The person pleads to or is found guilty of the offense defined in Section 333.0l(c);

B. The person has not previously been convicted of any offense under this article or under any statute of the United States or of any state relating to driving under the influence of alcohol, any controlled substance, or any other drug; and

C. The person notifies the court within thirty days of his or her arrest of his or her intention to participate in a deferral pursuant to this section.

(2) If all the requirements in subsection (a)(l) hereof are met, the court, without entering a judgment of guilt, shall defer further proceedings and place the person on

probation, the conditions of which shall include that he or she successfully completes the Motor Vehicle Alcohol Test and Lock Program as provided in West Virginia Code 17C-SA-3a. Participation therein shall be for a period of at least 165 days after a fifteen-day suspension of his or her license to operate a motor vehicle and shall be completed within one year thereafter.

(b) (1) If the prosecuting attorney files a motion alleging that the defendant during the period of the Motor Vehicle Alcohol Test and Lock Program has been removed therefrom by the Division of Motor Vehicles or has failed to successfully complete the program before making a motion for dismissal pursuant to subsection (c) hereof, the court may issue such process as is necessary to bring the defendant before the court.

(2) A motion alleging a violation filed pursuant to subsection (c)(l) hereof must be filed during the period of the Motor Vehicle Alcohol Test and Lock Program or, if filed thereafter, must be filed within a reasonable time after the alleged violation was committed.

(3) When the defendant is brought before the court, the court shall afford the defendant an opportunity to be heard. If the court finds that the defendant has been rightfully removed from the Motor Vehicle Alcohol Test and Lock Program by the Division of Motor Vehicles, the court may order, when appropriate, that the deferral be terminated, and thereupon enter an adjudication of guilt and proceed as otherwise provided.

(4) Should the defendant fail to complete or be removed from the Motor Vehicle Alcohol Test and Lock Program, the defendant waives the appropriate statute of limitations and the defendant's right to a speedy trial under any applicable federal or state constitutional provisions, statutes, or rules of court during the period of enrollment in the program.

(c) When the defendant shall have completed satisfactorily the Motor Vehicle Alcohol Test and Lock Program and complied with its conditions, the defendant may move the court for an order dismissing the charges. This motion shall be supported by affidavit of the defendant and by certification of the Division of Motor Vehicles that the defendant has successfully completed the Motor Vehicle Alcohol Test and Lock Program. A copy of the motion shall be served on the prosecuting attorney who shall within thirty days after service advise the judge of any objections to the motion, serving a copy of such objections on the defendant or the defendant's attorney. If there are no objections filed within the thirty-day period, the court shall thereafter dismiss the charges against the defendant. If there are objections filed with regard to the dismissal of charges, the Court shall proceed as set forth in subsection (b) hereof.

(d) Except as provided herein, unless a defendant adjudicated pursuant to this subsection is convicted of a subsequent violation of Section 333.01 or West Virginia Code 17C-5, discharge and dismissal under this section shall be without adjudication of guilt and is not a conviction for purposes of disqualifications or disabilities imposed by law upon conviction of a crime, except for those provided in West Virginia Code 17C-5A-1 et seq. Except as provided in Section 333.01 regarding subsequent offenses, the effect of the dismissal and discharge shall be to restore the person in contemplation of law to the status he or she occupied prior to arrest and trial. No person as to whom a dismissal and discharge have been effected shall be thereafter held to be guilty of perjury, false swearing, or otherwise giving a

false statement by reason of his or her failure to disclose or acknowledge his or her arrest or trial in response to any inquiry made of him or her for any purpose other than any inquiry made in connection with any subsequent offense as provided in Section 333.01.

(e) There may be only one discharge and dismissal under this section with respect to any person.

(f) No person shall be eligible for dismissal and discharge under this section:

(1) In any prosecution in which any violation of any other provision of Section 333.01 or West Virginia Code 17C-5 has been charged;

(2) If the person holders a commercial driver's license or operates commercial motor vehicles;

(3) If the person has previously had his or her license to operate a motor vehicle revoked for any offense under a municipal ordinance of this state or any other state or a statute of the United States or of any other state which has the same elements as an offense described in this article; or

(4) If a court entered an order finding that the person refused the secondary chemical test pursuant to West Virginia Code 17C-5-7a.

(g) (1) After a period of not less than one year, which shall begin to run immediately upon the expiration of a term of probation imposed upon any person under this section, the person may apply to the court for an order to expunge all official records of his or her arrest, trial, and conviction, pursuant to this section except for those maintained by the Division of Motor Vehicles: provided, that any person who has previously been convicted of a felony may not make a motion for expungement pursuant to this section.

(2) If the prosecuting attorney objects to the expungement, the objections shall be filed with the court within thirty days after service of a motion for expungement, and copies of the objections shall be served on the defendant or the defendant's attorney.

(3) If the objections are filed, the court shall hold a hearing on the objections, affording all parties an opportunity to be heard. If the court determines after a hearing that the person during the period of his or her probation and during the period of time prior to his or her application to the court under this subsection has not been guilty of any serious or repeated violation of the conditions of his or her probation, it shall order the expungement.

(h) *A* person prosecuted for an offense under Section 333.0l(c), whose case is disposed of pursuant to the provisions of this section, shall be required to pay the amount of court costs that could be assessed against a person convicted of the offense. Payment of such costs may be made a condition of probation. The costs assessed pursuant to this subsection, whether as a term of probation or not, shall be distributed as other court costs in accordance with West Virginia Code 50-3-2; 14-2A-4; 30-29-4; and 62-5-2, 62-5-7 and 62-5-10.

(WVaC 17C-5-2b)

333.02 RECKLESS DRIVING.

(a) No person shall drive any vehicle upon any street or highway, or upon any residential street, or in any parking area, or upon the ways of any institution of higher education, whether public or private or upon the property of the Board of Education, or upon any property within the Municipal park and public recreation system, in willful or wanton disregard for the safety of persons or property.

(b) The provisions of subsection (a) hereof shall not apply to those areas which have been temporarily closed for racing sport events, or which may be set aside by the Municipality within the park and recreation system for exclusive use by motorcycles or other recreational vehicles. (WVaC 17C-5-3)

(c) Every person convicted of reckless driving, shall be fined not more than five hundred dollars ($500.00) or imprisoned not more than thirty days, or both.

(Passed 3-20-96.)

333.03 HAZARDOUS DRIVING.

(a) No person shall operate a motor vehicle or motorcycle without exercising reasonable and ordinary control over such vehicle.

(b) No person shall operate a motor vehicle or motorcycle in a weaving or zigzag course unless such irregular course is necessary for safe operation or in compliance with law.

(c) No person shall operate a motor vehicle or motorcycle without giving his full time and attention to the operation of such vehicle.

333.99 PENALTY.

(EDITOR'S NOTE: See Section 303.99 for general Traffic Code penalty.)

ARTICLE 545
Weapons and Explosives

545.01 Definitions.
545.02 Carrying a deadly weapon without provisional license or other authorization by persons under twenty-one years of age. (Repealed)
545.03 Exemptions from licensing fees. ~~Exceptions as to prohibitions against carrying concealed handguns for persons at least eighteen years of age and fewer than twenty-one years of age.~~
545.04 Persons prohibited from possession of firearms.
545.05 Possession of deadly weapons by minors prohibited.
545.06 Possession of machine guns.
545.07 Display or sale of deadly weapons.
545.08 Brandishing deadly weapons.
545.09 Possessing deadly weapons on premises of educational facilities. (Repealed)
545.10 Fireworks.
545.11 Discharging firearms.
545.12 Throwing or shooting missiles.
545.99 Penalty.

CROSS REFERENCES

See sectional histories for similar State law
Authority to prohibit carrying weapons - see W. Va. Code 8-12-5(16)
Limitations on power to restrict ownership - see W. Va. Code 8-2-5a
Dangerous weapons - see W. Va. Code Art. 61-7

545.01 DEFINITIONS.

As used in this article, unless the context otherwise requires:

(a) "Antique firearm" means:

(1) Any firearm, including, but not limited to, a firearm with a match lock, flintlock, percussion cap, or similar type of ignition system which was manufactured on or before 1898;

(2) Any replica of any firearm described in subsection (a)(l) hereof if such replica is not designed or redesigned to use rimfire or conventional centerfire fixed ammunition which is no longer manufactured in the United States and which is not readily available in the ordinary channels of commercial trade; and

(3) Any muzzle-loading rifle, muzzle-loading shotgun, or muzzle-loading pistol, which is designed to use black powder, or black powder substitute, and which cannot use fixed ammunition. For purposes of this subdivision, the term "antique firearm" shall not include any weapon which includes a firearm frame or receiver, any firearm which is converted into a muzzle- loading weapon, or any muzzle-loading weapon which can be readily converted to fire fixed ammunition by replacing the barrel, bolt, breechblock, or any combination thereof.

(b) "Blackjack" means a short bludgeon consisting, at the striking end, of an encased piece of lead or some other heavy substance and, at the handle end, a strap or springy shaft which increases the force of impact when a person or object is struck. "Blackjack" includes, but is not limited to, a billy, billy club, sand club, sandbag or slapjack.

(c) "Concealed" means hidden from ordinary observation so as to prevent disclosure or recognition. A deadly weapon is concealed when it is carried on or about the person in

such a manner that another person in the ordinary course of events would not be placed on notice that the deadly weapon was being carried. For purposes of concealed handgun licensees, a licensee is considered to be carrying on or about his or her person while in or on a motor vehicle if the firearm is located in a storage area in or on the motor vehicle.

(d) "Control led substance" has the same meaning as is ascribed to that term in West Virginia Code 60A-1- l0l(e).

(e) "Deadly weapon" means an instrument which is designed to be used to produce serious bodily injury or death or is readily adaptable to such use. The term "deadly weapon" includes, but is not limited to, the instruments defined in subsections (a) through (h) hereof, inclusive, of this section or other deadly weapons of like kind or character which may be easily concealed on or about the person. For the purposes of West Virginia Code 18A-5-la and 61-7-1la, in addition to the definition of "knife" set forth in subsection (i) hereof, the term "deadly weapon" also includes any instrument included within the definition of "knife" with a blade of three and one- half inches or less in length. Additionally, for the purposes of West Virginia Code 18A-5-la and 61-7-1 la, the term "deadly weapon" includes explosive, chemical, biological and radiological materials. Notwithstanding any other provision of this section, the term "deadly weapon" does not include any item or material owned by the school or county board, intended for curricular use, and used by the student at the time of the alleged offense solely for curricular purposes. The term "deadly weapon" does not include pepper spray as defined in subsection (1) hereof when used by any person ~~over the age of sixteen~~ solely for self-defense purposes.

(f) "Drug" has the same meaning as is described to that term in West Virginia 60A-1-101(m).

(g) "Firearm" means any weapon which will expel a projectile by action of an explosion: provided, that it does not mean an antique firearm as defined in subsection (~~1~~ a) hereof; except for the purposes of West Virginia Code 48-27-502.

(h) "Gravity knife" means any knife that has a blade released from the handle by the force of gravity or the application of centrifugal force, and when released is locked in place by means of a button, spring, lever or other locking or catching device.

(i) "Knife" means an instrument, intended to be used or readily adaptable to be used as a weapon, consisting of a sharp-edged or sharp-pointed blade, usually made of steel, attached to a handle, which is capable of inflicting cutting, stabbing or tearing wounds. The term "knife" includes, but is not limited to, any dagger, dirk, poniard or stiletto with a blade over three and one-half inches in length, any switchblade knife or gravity knife, and any other instrument capable of inflicting cutting, stabbing or tearing wounds. A pocket knife with a blade three and one-half inches or less in length, a hunting or fishing knife carried for hunting, fishing, sports or other recreational uses, or a knife designed for use as a tool or household implement shall not be included within the term "knife" as defined herein, unless the knife is knowingly used or intended to be used to produce serious bodily injury or death.

(j) "Metallic or false knuckles" means a set of finger rings attached to a transverse piece to be worn over the front of the hand for use as a weapon and constructed in such a manner that, when striking another person with the fist or closed hand, considerable physical damage may be inflicted upon the person who was struck. The terms "metallic or false knuckles" includes any such instrument without reference to the metal or other substance or substances from which the metallic or false knuckles are made.

(k) "Nunchaku" means a flailing instrument consisting of two or more rigid parts, connected by a chain, cable, rope, or other nonrigid, flexible, or springy material, constructed in a manner that allows the rigid parts to swing freely so that one rigid part may be used as a handle and the other rigid part may be used as the striking end.

(l) "Pepper spray" means a temporarily disabling aerosol that is composed partly of capsicum oleoresin and causes irritation, blinding of the eyes, and inflammation of the nose, throat, and skin that is intended for self-defense use.

(m)"Pistol" means a short firearm having a chamber which is integral with the barrel, designed to be aimed and fired by the use of a single hand.

(n)"Revolver" means a short firearm having a cylinder of several chambers that are brought successively into line with the barrel to be discharged, designed to be aimed and fired by the use of a single hand.

(o) "Switchblade knife" means any knife having a spring-operated blade which opens automatically upon pressure being applied to a button, catch, or other releasing device in its handle. (WVaC 61-7-2)

545.02 CARRYING A DEADLY WEAPON WITHOUT PROVISIONAL LICENSE OR OTHER AUTHORIZATION BY PERSONS UNDER TWENTY-ONE YEARS OF AGE. (REPEALED)

(EDITOR'S NOTE: Former West Virginia Code 61-7-3 from which Section 545.02 was derived was repealed by House Bill 4106, effective June 12, 2026).

~~(a) No person under twenty-one years of age and not otherwise prohibited from possessing firearms under Section 545.03 shall carry a concealed deadly weapon, without a State license or other lawful authorization established under the provisions of the West Virginia Code.~~

~~(b) Whoever violates this section shall, for a first offense, be guilty of a misdemeanor. (WVaC 61-7-3)~~

545.03 EXEMPTIONS FROM LICENSING FEES ~~EXCEPTIONS. AS TO PROHIBITIONS AGAINST CARRYING CONCEALED HANDGUNS FOR PERSONS AT LEAST EIGHTEEN YEARS OF AGE AND FEWER THAN TWENTY-ONE YEARS OF AGE.~~

~~(a) The provisions in Section 545.02 do not apply to any person at least eighteen years of age and fewer than twenty-one years of age who is:~~

~~(1) Carrying a deadly weapon upon his or her own premises;~~

~~(2) Carrying a firearm, unloaded, from the place of purchase to his or her home, residence or place of business or to a place of repair and back to his or her home, residence or place of business; or~~

~~(3) Possessing a firearm while hunting in a lawful manner or while traveling from his or her home, residence or place of business to a hunting site and returning to his or her home, residence or place of business;~~

~~(4) A member of a properly organized target-shooting club authorized by law to obtain firearms by purchase or requisition from this State or from the United States for the purpose of target practice from carrying any pistol, as defined in this article, unloaded, from his or her home, residence or place of business to a place of target practice and from any place of target practice back to his or her home, residence or place of business, for using any such weapon at a place of target practice in training and improving his or her skill in the use of the weapons;~~

~~(5) A law-enforcement officer or law-enforcement official or chief executive as defined in West Virginia Code 30-29-1;~~

~~(6) An employee of the West Virginia Division of Corrections duly appointed pursuant to West Virginia Code 25-1-11c, while the employee is on duty;~~

~~(7) A member of the United States Armed Forces, Reserve or National Guard;~~

~~(8) A resident of another state who holds a valid permit or license to possess or carry a handgun issued by a state or a political subdivision subject to the provisions and limitations set forth in West Virginia Code 61-7-6a;~~

~~(9) A federal law-enforcement officer or federal police officer authorized to carry a weapon in the performance of the officer's duty; and~~

~~(10) A parole officer appointed pursuant to West Virginia Code 62-12-14 in the performance of his or her duties.~~

The following judicial officers and prosecutors and staff are exempt from paying any application fees or licensure fees required under the West Virginia Code. However, they shall make application and satisfy all licensure and handgun safety and training requirements to obtain a license as set forth in West Virginia Code 61-7-4:

(a) Any justice of the Supreme Court of Appeals of West Virginia;

(b) Any circuit judge;

(c) Any retired justice or retired circuit judge designated senior status by the Supreme Court of Appeals of West Virginia;

(d) Any family court judge;

(e) Any magistrate;

(f) Any prosecuting attorney;

(g) Any assistant prosecuting attorney; or

(h) Any duly appointed investigator employed by a prosecuting attorney. (WVaC 61-7-6)

545.04 PERSONS PROHIBITED FROM POSSESSION OF FIREARMS.

(a) Except as provided in this section, no person shall possess a firearm, as such is defined in Section 545.01 , who:

(1) Has been convicted in any court of a crime punishable by imprisonment for a term exceeding one year;

(2) Is habitually addicted to alcohol;

(3) Is an unlawful user of or habitually addicted to any controlled substance;

(4) Has been adjudicated to be mentally incompetent or who has been involuntarily committed to a mental institution pursuant to the provisions of West Virginia Code Chapter twenty-seven or in similar law of another jurisdiction: provided, that once an individual has been adjudicated as a mental defective or involuntarily committed to a mental institution, he or she shall be duly notified that they are to immediately surrender any firearms in their ownership or possession; provided, however, that the Mental Hygiene Commissioner or Circuit Judge shall first make a determination of the appropriate public or private individual or entity to act as conservator for the surrendered property;

(5) Is an alien illegally or unlawfully in the United States;

(6) Has been discharged from the armed forces under dishonorable conditions;

(7) Is subject to a domestic violence protective order that:

A. Was issued after a hearing of which such person received actual notice and at which such person had an opportunity to participate;

B. Restrains such person from harassing, stalking or threatening an intimate partner of such person or child of such intimate partner or person, or engaging in other conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child; and

C. 1. Includes a finding that such person represents a credible threat to the physical safety of such intimate partner or child; or

2. By its terms explicitly prohibits the use, attempted use or threatened use of physical force against such intimate partner or child that would reasonably be expected to cause bodily injury; or

(8) Has been convicted of a misdemeanor offense of assault or battery either under the provisions of West Virginia Code 61-2-28, or the provisions of West Virginia Code 61-2-9(a) or (b), or a federal or state statute with the same essential elements in which the victim was a current or former spouse, current or former sexual or intimate partner, person with whom the defendant has a child in common, person with whom the defendant cohabits or has cohabited, a parent or guardian, the defendant's child or ward or a member of the defendant's household at the time of the offense or has been convicted in any court of any jurisdiction of a comparable misdemeanor crime of domestic violence.

(b) Any person prohibited from possessing a firearm by the provisions of subsection (a) of this section may petition the circuit court of the county in which he or she resides to regain the ability to possess a firearm and if the court finds by clear and convincing evidence that the person is competent and capable of exercising the responsibility concomitant with the possession of a firearm, the court may enter an order allowing the person to possess a firearm if such possession would not violate any federal law: provided, that a person prohibited from possessing a firearm by the provisions of subsection (a)(4) of this section may petition to regain the ability to possess a firearm in accordance with West Virginia Code 61-7A-5.

(c) Any person may carry a concealed deadly weapon without a license therefor who is:

(1) At least twenty-one years of age;

(2) A United States citizen or legal resident thereof;

(3) Not prohibited from possessing a firearm under the provisions of this section; and

(4) Not prohibited from possessing a firearm under the provisions of 18 U.S.C. §922(g) or (n).

(d) Any person who has been convicted of an offense which disqualifies him or her from possessing a firearm by virtue of a criminal conviction whose conviction was expunged or set aside or who subsequent thereto receives an unconditional pardon for said offense shall not be prohibited from possessing a firearm by the provisions of the section.
(WVAC 61-7-7)

545.05 POSSESSION OF DEADLY WEAPONS BY MINORS PROHIBITED.

(a) Notwithstanding any other provision of this article to the contrary, a person under the age of eighteen years who is not married or otherwise emancipated shall not possess or carry

concealed or openly any deadly weapon: provided, that a minor may possess a firearm upon premises owned by such minor or his family or on the premises of another with the permission of his or her parent or guardian and in the case of property other than his or her own or that of his family, with the permission of the owner or lessee of such property. Nothing in this section shall prohibit a minor from possessing a firearm while hunting in a lawful manner or while traveling from a place where he or she may lawfully possess a deadly weapon, to a hunting site, and returning to a place where he or she may lawfully possess such weapon.

(b) A violation of this section by a person under the age of eighteen years shall subject the child to the jurisdiction of the circuit court under the provisions of West Virginia Code 49-4- 701 et seq., and such minor may be proceeded against in the same manner as if he or she had committed an act which if committed by an adult would be a crime, and may be adjudicated delinquent. (WVaC 61-7-8)

545.06 POSSESSION OF MACHINE GUNS.

No person shall carry, transport or have in his possession, any machine gun, submachine gun or any other fully automatic weapon unless he or she has fully complied with applicable Federal statutes and all applicable rules and regulations of the Secretary of the Treasury of the United States relating to such firearms. (WVaC 61-7-9)

545.07 DISPLAY OR SALE OF DEADLY WEAPONS.

No person shall publicly display and offer for rent or sale, or, where the person is other than a natural person, knowingly permit an employee thereof to publicly display and offer for rent or sale, to any passersby on any street, road or alley, any deadly weapon, machine gun, submachine gun or other fully automatic weapon, any rifle, shotgun or ammunition for same.
(WVaC 61-7-10)

545.08 BRANDISHING DEADLY WEAPONS.

No person armed with a firearm or other deadly weapon, whether licensed to carry the same or not, shall carry, brandish or use such weapon in a way or manner to cause, or threaten, a breach of the peace. (WVaC 61-7-11)

545.09 POSSESSING DEADLY WEAPONS ON PREMISES OF EDUCATIONAL FACILITIES.

(EDITOR'S NOTE: Former Section 545.09 which was derived from West Virginia Code 61-7-l1 is no longer included in the Codified Ordinances. By Acts 1995 Chapter 90, the West Virginia Legislature reclassified such offense as a felony. Charges for possessing deadly weapons on premises of educational facilities should now be filed under state law.)

545.10 FIREWORKS SALE, POSSESSION AND DISCHARGE.

(a) Definitions: As used in this section, the following terms shall be defined as follows:

(1) "APA Standard 87-1" means the APA Standard 87-1 published by the American Pyrotechnics Association, as amended, and incorporated by reference into Title 49 of the Code of Federal Regulations;

(2) "Consumer fireworks" means small fireworks devices that are designed to produce visible effects by combustion that are required to comply with the construction, chemical composition and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 C.F.R. Parts 1500 and 1507 (2014), and that are listed in APA Standard 87-1. Consumer fireworks do not include sparkling devices, novelties, toy caps or model rockets;

(3) "Firework" or "fireworks" means any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration or detonation. Fireworks include consumer fireworks, display fireworks and special effects. Fireworks does not include sparkling devices, novelties, toy caps or model rockets;

(4) "Minor" means an individual who is less than 18 years of age;

(5) "Sparkling devices" means "ground or handheld sparkling devices" as that phrase is defined under APA 87-1, sections 3.1.1 and 3.5;

(b) Ignition. Discharge. and Use of Consumer Fireworks. A person shall not ignite, discharge, or use consumer fireworks within the Charles Town City limits.

(c) Exemptions. Exemption requests to subsection (b) shall be submitted in writing to the City Council; the City Council will render its decision after appropriate consultation with the Fire and Police Chiefs.

(d) Manufacture, Transportation. Distribution, or Sale of Consumer Fireworks. Pursuant to West Virginia Code 529-3E, it is unlawful for a person to manufacture, wholesale, distribute, import, sell or store for the purpose of resale, consumer fireworks, sparkling devices, novelties or toy caps without a license, registration, certificate or permit from the State Fire Marshal.

(e) Responsibility. Any damage to property or persons resulting from the ignition, discharge, or use of consumer fireworks, whether or not intentional, is the responsibility of the person igniting, discharging, or using the consumer firework(s) that is determined by competent authority to have caused the damage.

(f) Violations of this article.

(1) A person may not intentionally ignite or discharge any consumer fireworks or sparkling devices within or throw the same from a motor vehicle or building.

(2) A person may not intentionally ignite or discharge any consumer fireworks or sparkling devices into or at a motor vehicle or building, or at any person or group of people.

(3) A person may not intentionally ignite or discharge any consumer fireworks or sparkling device while the person:

A. Is under the influence of alcohol;

B. Is under the influence of any controlled substance;

C. Is under the influence of any other drug; or

D. Is under the combined influence of alcohol and any controlled substance or any other drug.

(4) A person who is less than eighteen years of age may not possess consumer fireworks.

(g) Determination of Violation; Seizure. If a police officer determines that a violation of this section has occurred, then the officer may seize the consumer

fireworks as evidence of the violation.

(h) Penalty.

(1) A person in violation of this section is subject to a fine up to $500.00, plus the costs of prosecution.

(2) Following final disposition of a finding of responsibility for a violation of this section, the city may dispose of or destroy any consumer fireworks retained as evidence in that prosecution.

(3) In addition to any other penalty, a person that is found responsible for a violation of this section is subject to reimbursing the city for the costs of storing, disposing of, or destroying consumer fireworks that were confiscated for a violation of this section.

(i) Severability. The provisions of this section shall be liberally construed to accomplish its objective and purposes. If any provision of this section is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable.

545.11 DISCHARGING FIREARMS.

(a) No person shall discharge any air gun, rifle, shotgun, revolver, pistol or other firearm within the corporate limits of the Municipality.

(b) This section does not apply when firearms are used in self-defense, in the discharge of official duty or when otherwise lawfully authorized.

545.12 THROWING OR SHOOTING MISSILES.

No person shall throw, shoot or propel an arrow, missile, pellet, stone, metal or other similar substance capable of causing physical harm to persons or property, in or on any public place, in or on the property of another, or from any private property into or onto any public place or the property of another. This section does not apply to supervised archery ranges or instruction nor when otherwise lawfully authorized.

545.99 PENALTY.

(EDITOR'S NOTE: See Section 501.99(a) for general Code penalty if no specific penalty is provided.)

(a) Whoever violates Section 545.04 shall be fined not more than one thousand dollars ($1,000) or imprisoned not more than thirty days, or both.

(b) Notwithstanding the provisions of subsection (a) of this section, any person:

(1) Who has been convicted in this State or any other jurisdiction of a felony crime of violence against the person of another or of a felony sexual offense; or

(2) Who has been convicted in this State or any other jurisdiction of a felony controlled substance offense involving a Schedule I controlled substance other than marijuana, a Schedule II or a Schedule III controlled substance as such are defined in West Virginia Code 60A-2-204, 60A-2-205 and 60A- 2-206, and who possesses a firearm as such is defined in Section 545.01 shall be guilty of a felony and shall be prosecuted under appropriate State law. The provisions of Section 545.04(b) shall not apply to persons convicted of offenses referred to in this subsection or to persons convicted of a violation of this subsection.
(WVaC 61-7-7)

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Initiator:

SCHEDULED

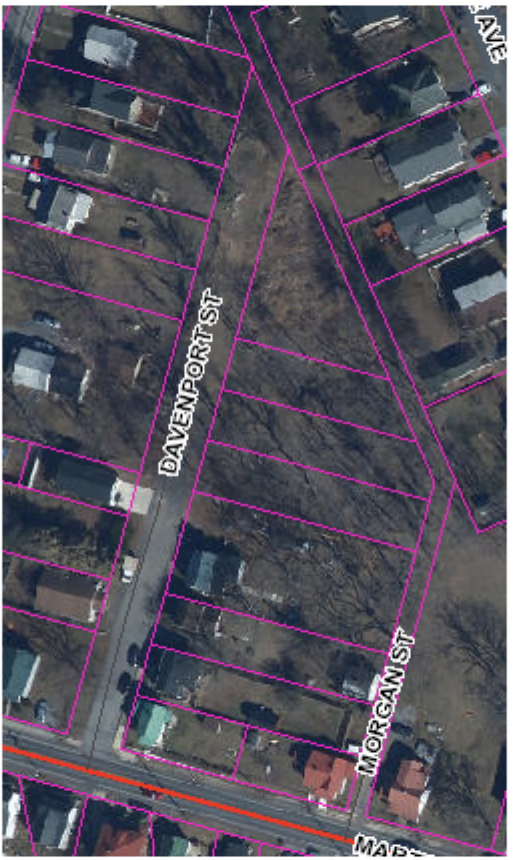
AGENDA ITEM (ID #)

2026-1981: Davenport Street Extension Proposal

Staff has been approached regarding building the remaining street section on Davenport St. The Infrastructure Committee felt legal guidance was needed and this should come back to the Council. Previously, City Council discussed this item in March 2021 (*attached Council Minutes*).

ATTACHMENTS:

- Davenport map.png
- Davenport Road Extension - 2021 meeting minutes.pdf


DAVENPORT ST
MORGAN ST

Charles Town
West Virginia

Agenda Item
4655

Davenport Road Extension

Information

Department: City Council
Category: Presentation
Sponsors:

Attachments

Printout
Davenport Street - Image (This file has not yet been converted to a viewable format)
WV Code 8-18 (Sections 1 and 2 only - Road Improvements, etc.) (This file has not yet been converted to a viewable format)

Body

Debra Corbett, the owner of property on Davenport Road (see attached image), is requesting that the City extend the unfinished road to her property (approximately 200 linear feet) so she can develop the property.

Staff has advised her that the City is not obligated to extend the road but may do so if it chooses or if a majority of the adjoining property owners petition the City to do so (WV Code §8-18 and relevant sections 8-12) but then may pass the cost of design and construction on to adjoining property owners on a pro-rata basis. Ms. Corbett does not believe this is approach fair or appropriate and would like to share her views with Council.

Meeting History

Mar 15, 2021 7:00 PM Video **City Council** **Regular Meeting** **Draft**

Ms. Debra Corbett petitioned the Council to extend Davenport Road approximately 200 feet to provide access to her property that is currently not accessible via a paved roadway.

Mr. Hennessy presented that the City was under no obligation to extend the existing pavement of Davenport Road. After further discussion both parties agreed to meet to discuss options. Mayor Trainor, Council members Tester and Sprenger agreed to participate in future meetings on this issue.

Powered by Granicus

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1982: Crosswalk Discussion and Referral

Several requests have been made for new crosswalks.

ATTACHMENTS:

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Resolution
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1983: A Resolution of the City Council of Charles Town, West Virginia Opposing the Valley Link North, Gore-Doubs-Goose Creek, and Mid-Atlantic Resiliency Link (MARL) Transmission Line Projects

ATTACHMENTS:

- Resolution - Transmission Lines.pdf

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

A Resolution of the City Council of Charles Town, West Virginia Opposing the Valley Link North, Gore-Doubs-Goose Creek, and Mid-Atlantic Resiliency Link (MARL) Transmission Line Projects

DRAFT

WHEREAS, the City of Charles Town and Jefferson County are among the most historically and environmentally significant communities in the State of West Virginia, containing nationally recognized heritage sites, agricultural lands, and tourism destinations that contribute substantially to the local economy; and

WHEREAS, the proposed Valley Link North, Gore-Doubs-Goose Creek, and Mid-Atlantic Resiliency Link (MARL) high voltage transmission line projects would traverse Jefferson County and its environs, introducing industrial-scale infrastructure incompatible with the County's rural character and historic landscape; and

WHEREAS, the West Virginia Public Service Commission (PSC) is charged under W. Va. Code § 24-2-11a with ensuring that any proposed transmission project serves the public convenience and necessity, minimizes adverse environmental and cultural impacts, and provides demonstrable benefits to West Virginia ratepayers; and

WHEREAS, Charles Town and Jefferson County residents and community leaders have submitted letters to the PSC showing that these projects would:

- Increase electric rates for West Virginia consumers while primarily serving out-of-state load growth;
- Reduce property values for adjacent and nearby landowners, thereby diminishing tax revenues that fund schools, emergency services, and infrastructure;
- Threaten Washington family homes and other historic properties;
- Impair tourism and scenic viewsheds that attract visitors to Charles Town and the Shenandoah Valley; and
- Endanger Jefferson County's karst aquifer system, which supplies drinking water and sustains agricultural operations, due to pollutants from herbicide use and tower foundation

construction, potential changes or disruptions to groundwater flow, and soil disturbances that can speed contaminants into the aquifer; and

WHEREAS, the City Council recognizes that these cumulative impacts would impose long-term economic and cultural harm on Charles Town and Jefferson County residents without providing corresponding local benefits;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charles Town, West Virginia, that:

1. The Council formally opposes the Valley Link North, Gore-Doubs-Goose Creek, and Mid-Atlantic Resiliency Link (MARL) transmission line projects as presently proposed.

2. The Council urges the West Virginia Public Service Commission to deny Certificates of Public Convenience and Necessity for these projects unless and until the applicants demonstrate clear, measurable benefits to West Virginia ratepayers and adopt routing alternatives that avoid Jefferson County's historic and agricultural lands.

3. The Council directs the City Clerk to transmit certified copies of this Resolution to the West Virginia Public Service Commission, the Jefferson County Commission, and the Governor of West Virginia.

DRAFT

Adopted the _____ day of _____, 2025.

Attest:

_____ _____

Micheal George
Mayor

Carolyn Vezzosi
Deputy City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1984: Good Neighbor Data Center Guidelines

ATTACHMENTS:

- Data Center Guardrails Letter.pdf

JEFFERSON COUNTY COMMISSION

393 N. Lawrence Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax**: (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Pasha Majdi

VICE PRESIDENT
Cara Keys

COMMISSIONER
Mike Mood

COMMISSIONER
Steve Stolipher

COMMISSIONER
Jack Hefestay

October 1, 2026

The Honorable Patrick Morrisey
Governor of West Virginia
Office of the Governor
1900 Kanawha Boulevard, East
Charleston, WV 25305

Re: Jefferson County Good Neighbor Data Center Guardrails

Dear Governor Morrisey:

The Jefferson County Commission respectfully submits the attached Good Neighbor Data Center Guardrails and asks that these locally developed protections be prioritized in the State's review of data-center development affecting Jefferson County.

These guardrails reflect the concerns and needs of our residents and are intended to ensure responsible growth by protecting private property, water resources, public safety, local infrastructure, and our community's quality of life. They include reasonable expectations for public engagement, appropriate setbacks, stormwater and water-resource protections, infrastructure mitigation, transparency, and accountability for project-related impacts. These proposed Good Neighbor Guardrails are basic, common-sense protection for communities where large-scale data center development is under consideration. They are not intended to prevent investment, but to ensure that the costs and risks of development are borne by the project rather than shifted to neighboring residents, local taxpayers, or public infrastructure.

We appreciate your commitment to seeking local input. Jefferson County respectfully asks that these Good Neighbor Guardrails receive meaningful consideration and, where appropriate, be incorporated into enforceable state review, certification, permitting, or development conditions for projects proposed in or affecting Jefferson County. Thank you for recognizing the importance of local voices in responsible data-center development.

Sincerely,

President Pasha Majdi

Vice President Cara Keys

Commissioner Jack Hefestay

Commissioner Mike Mood

Commissioner Steve Stolipher

County Administrator
Edwina Benites-LM

1. Protection of Groundwater Resources and Responsible Water Use

1.1 Managed Surface-Water Supply

Data centers in Jefferson County should obtain water through an existing public utility system supplied by a managed surface-water source, subject to confirmed utility capacity, reliability, treatment capability, and applicable regulatory approvals.

1.2 Groundwater Protection

Data centers should be prohibited from withdrawing groundwater directly, including through on-site wells, groundwater dewatering, or other groundwater-source systems, for cooling, domestic use, construction, fire-protection testing, irrigation, or other operational purposes.

1.3 No Indirect Groundwater Dependence

A data center should not rely on a public or private utility supply sourced from groundwater for normal operations. Any utility serving the facility should identify and document its water source and certify the extent to which its supply is derived from managed surface-water resources.

1.4 Reclaimed Water & Gray Water

Where technically feasible and authorized by applicable health, plumbing, environmental, and utility requirements, data centers should use reclaimed water, treated wastewater effluent, gray water, or other approved non-potable water sources for cooling towers, toilet flushing, irrigation, and other appropriate non-potable uses as the preferred use. Reuse systems must be properly designed, monitored, maintained, and protected against cross-connections, leaks, discharges, or seepage that could threaten public health or groundwater quality.

1.5 Low-Water Cooling Technology

Data centers should be required to use low-water or water-efficient cooling technology, including air-cooled, closed-loop, hybrid, direct-to-chip, or other demonstrably low-water systems. An applicant proposing a more water-intensive system should demonstrate that it provides equal or greater protection of local water resources and that no feasible lower-water alternative is available.

1.6 Water-Management Plan

Before approval, each applicant should submit a water-management plan identifying anticipated average and peak daily water demand; source or sources of water; proposed cooling technology; estimated annual water use; anticipated reclaimed-water, gray-water, wastewater generation; chemical-treatment practices; and potential effects on public-water capacity, wastewater capacity, streams, springs, wells, and groundwater resources.

1.7 Water Discharge Monitoring

Prohibit any unpermitted discharge of wastewater, process water, cooling water, fuel-contaminated runoff, chemicals, sediment, or other pollutants to surface waters, wetlands, drainageways, storm sewers, or groundwater. Data centers should be required to discharge all non-stormwater effluent to utilities with advanced treatment facilities such as CTUB. All onsite or offsite infrastructure required to treat effluent flows leaving the data center property and entering municipal owned system.

1.8 Wetlands and Marsh Protection

Data centers should not be located within wetlands, marshes, floodplains, or other environmentally sensitive areas. Data center should fund local watershed conservation and restoration efforts for the same water source that the cooling water is extracted from.

2. Protection of Air Quality and Public Health

2.1 Primary Use of Grid Power

Data centers in Jefferson County should be designed to operate primarily on electricity supplied through the regional electric grid.

2.2 Preference for Non-Combustion Backup Power

Where feasible, data centers should prioritize battery energy storage, redundant utility connections, and other non-combustion backup-power systems before relying on on-site fuel-fired generators. Backup systems should be designed to minimize air emissions, noise, fuel storage, traffic, and risks to neighboring residents and prioritize natural gas over diesel when available.

2.3 Major-Source Air-Permit Review

Every proposed data center should complete a comprehensive air-emissions assessment before County approval. Where projected emissions meet the legal threshold for a major source, the applicant must obtain all applicable major-source permits, including Prevention of Significant Deterioration or other New Source Review authorization, before construction or operation.

2.4 Best Available Emission Controls

Applicants should use the best available air-emissions control technology and operational practices appropriate to the facility. The analysis should evaluate cumulative emissions from all generators, boilers, cooling equipment, construction activity, delivery traffic, and other on-site emission sources, rather than considering each engine or source in isolation or phase of project.

2.5 Public Notice, Comment, and Hearing

All air-permit applications, emissions analyses, and supporting technical studies should be publicly available. Projects with significant emissions, substantial community interest, or potential effects on nearby homes, schools, farms, health-care facilities, or sensitive

environmental resources should be subject to a meaningful public-comment period and a locally accessible public hearing.

2.6 Responsible Outdoor Lighting Using Dark-Sky Standards

Comply with international illumination dark-sky standards.

3. Stormwater Management and Soil-Contamination Mitigation to Corresponding Local Jurisdiction

3.1 Stormwater and Drainage Protection

Jefferson County should require major data centers and other large-scale developments to protect neighboring properties, public infrastructure, streams, and water resources from stormwater impacts during construction and throughout the life of the project.

3.2 Independent Plans and Effective Controls

Applicants must submit independently reviewed stormwater, drainage, grading, and erosion-and-sediment-control plans. Effective controls must be installed and maintained before land disturbance begins, and construction should be phased to reduce exposed soil and unmanaged runoff.

3.3 No Increased Downstream Impacts

Applicants must demonstrate that the proposed development will not increase flooding, erosion, sedimentation, or drainage impacts on downstream properties, public roads, streams, springs, or other water resources.

3.4 Inspection, Enforcement, and Financial Assurance

The County should retain authority to conduct enhanced inspections, require immediate corrective action, and issue stop-work orders when stormwater or erosion-control measures fail. Applicants should provide adequate financial assurance so that cleanup, repairs, restoration, and project-related damages are paid by the developer—not residents or taxpayers.

4. Local Staff and First-Responder Safety Review

4.1 County and Fire-Rescue Review

Jefferson County should require major data centers and other large-scale developments to provide County staff and the local first-due fire station with a safety and operational review before construction begins and again before occupancy.

4.2 Required Safety Information

The review should address site access, building layout, fire-protection systems, water supply, hydrant locations and fire flow, utility shutoffs, fuel and battery systems, hazardous materials, emergency communications, and anticipated emergency-response needs.

4.3 Pre-Incident Planning and Developer Responsibility

Applicants should complete reasonable safety measures identified by local responders, including pre-incident planning, site walk-throughs, emergency drills, training, equipment evaluation, access improvements, and mutual-aid coordination. The applicant should bear the reasonable costs of project-specific planning, training, equipment, and mitigation measures necessary to safely serve the facility.

Noise, Setbacks, and Vegetative Screening			
Property Type	**Noise (dBA) Maximum**	**Setbacks (site & building)**	**Vegetative Screening**
Industrial Use or Zone	70 dBA	50 ft minimum	Minimal buffer along side and rear; complete buffering along frontage for 8-10 minimum height planting
Commercial Use or Zone	65 dBA	100 ft minimum	A mixture of plantings that is predominantly evergreen, 6-foot minimum height at planting. Complete buffering and screening required.
Agricultural/Residential Use or Zone	55 dBA	1,000 ft minimum	A mixture of plantings that is predominantly evergreen that is non-invasive with goal of providing native and/or hybrid native, 8–10-foot minimum height at planting. Staggered multi-layers as appropriate Complete buffering and screening required. Consider design factors such as walls or landscape to limit visual disturbance.
Institutional Use/Zone (schools, churches, etc.)	60 dBA	1,000 ft minimum	A mixture of plantings that is predominantly evergreen that is non-invasive with goal of providing native and/or hybrid native, 8–10-foot minimum height at planting. Staggered multi-layers as appropriate Complete buffering and screening required. Consider design factors such as walls or landscape to limit visual disturbance.
Any Historic Designation Property	55 dBA	1,000 ft minimum (from historic structure)	A mixture of plantings that is predominantly evergreen that is non-invasive with goal of providing native and/or hybrid native, 8–10-foot minimum height at planting. Staggered multi-layers as appropriate Complete buffering and screening required. Consider design factors such as walls or landscape to limit visual disturbance.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1985: Opioid Funds Discussion

ATTACHMENTS:

- 2025-005 - Resolution Allocating Opioid Funds to Police Social Work Program.pdf

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

RESOLUTION ALLOCATING OPIOID FUNDS TO POLICE SOCIAL WORK PROGRAM

WHEREAS, the City Council is the recipient of Opioid Settlement Funds intended to combat the opioid crisis and the lasting impacts of opioid addiction on the community and its citizens; and

WHEREAS, the Council has considered the best approach to utilize these funds in a manner that will provide the maximum benefit to the City ; and

WHEREAS, the City, pursuant the guidelines established by the State of West Virginia, has approved the following purposes for which OPIOID funds can be used: 1)Evidence based strategies, programming, and/or services used to expand the availability of treatment for individuals affected by substance use disorders or addiction. 2) To develop, promote, and provide evidence-based substance use prevention strategies, 3) To provide substance use avoidance and awareness, 4)To engage in enforcement or curtail the sale, distribution, promotion, or use of opioids and other drugs, 5) To decrease the oversupply of licit and illicit opioids, and 6) To support recovery from addiction to be performed by qualified providers; and

WHEREAS, the City Police Department has been at the forefront of the opioid epidemic and currently provides services directly related to combating illicit opioid use; and

WHEREAS, the Police Department has been faced with calls for service involving individuals experiencing substance abuse issues, homelessness, and other complex social and behavioral health needs, related to opioid use; and

WHEREAS, police officers are often the first responders to these situations but may not always have the specialized training or resources to handle them effectively, and the involvement of unarmed social workers in such situations can promote better outcomes; and

WHEREAS, collaboration between police officers and social workers has been shown to reduce police officers' time spent on non-criminal calls, improve crime victim cooperation, and strengthen police-community relationships; and

WHEREAS, the Martinsburg Initiative, a program founded in adjacent Berkeley County, has proven effective in combating the opioid crisis and has achieved enhanced results through collaboration with law enforcement agencies; and

WHEREAS, the Martinsburg Initiative seeks to expand its program to additional municipalities and counties, but requires additional funding to facilitate this expansion.

NOW THEREFORE LET IT BE RESOLVED that the City Council of Charles Town hereby allocates Opioid Funds in the amount of $75,000.00 to the City Police Department for the purpose of establishing a social worker position in collaboration with Martinsburg Initiative for one year, beginning on July 1, 2025;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council allocates the remaining funds to a reserve account for potential funding for the police social work program in future years, subject to an analysis of the program's financial requirements and an evaluation of the program's effectiveness following its first year of implementation.

Adopted this 21st day of July, 2025.

Attest:

Michael George
Mayor

Carolyn Vezzosi
Deputy City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

206-1956: Facade Improvement Grant - Referral to Ordinance Committee

ATTACHMENTS:

- FIP_GRANT_APPLICATION_2018.pdf

CITY OF CHARLES TOWN

Department Community Development
Division of Planning & Zoning

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 724-3248 ♦ Fax: (304) 725-1014 ♦ Web: www.charlestownwv.us

To: Applicants of the Façade Improvement Program
From: Seth A. Rivard, Director of Community Development
Date: October 15, 2018
Subject: Façade Improvement Program Submission Requirements

Policy for Façade Improvement Program for paint and materials:

1. Appropriate paint colors for Charles Town are color tones that would have been traditionally and predominately found in the mid-Atlantic region. Colors on a structure must be appropriate to the period from which the structure was constructed. (this applies to FIP and would be a general statement of recommendation that identify the types of the colors the Design Review Standards states "must" be used).
2. Color tones chosen should complement the details of the building and the composition of the color should not obscure or hide the details.
3. For depiction purposes, six (6) samples of the paint swatches will be required to be submitted. This will allow one sample of chosen paint colors per HLC member and one for the file. Renderings are allowed, but are not a substitution of the paint swatches.
4. In the event the applicant changes material or paint colors once an application is submitted, the applicant shall provide updated material to the Department of Community Development.

Policy for Two Bids:

1. **Two Bids** will be required for any application submission.
2. If the work is to be completed by the property owner, verification of expenses by a bid or a site such as homewyse.com will be required.

Policy on Composite Material:

1. The HLC, at its discretion, may consider composite material. The HLC will closely examine how the composite material will look in relationship to the original material. This could include, but is not limited to, shape, size, profile and texture. At least one sample of the proposed material will be required at time of application submission.

Policy for Façade Improvement Program Expiration Date:

1. After an award of a Façade Improvement Program Grant, the awardee will have one year from the time of the award to complete the improvements.

Yard Sign

1. “This project was funded in part through the City of Charles Town’s Façade Improvement Program.” This sign shall be posted for a minimum of 3 weeks and should be up while the project activity is underway.

CITY OF CHARLES TOWN
FAÇADE IMPROVEMENT PROGRAM







City of Charles Town
101 East Washington Street
Charles Town, WV 25414

Phone: 304-724-3248
Fax: 304-725-1014
Website: www.charlestownwv.us

Investing in the Future of Charles Town

Charles Town's Façade Improvement Program was designed as an effort to improve and enhance the overall look and experience of downtown Charles Town. The program is intended to assist property owners and/or tenants within the Charles Town Historic Overlay District (HOD) in beautifying and rehabilitating property fronts for the purposes of attracting both customers and prospective business owners and serving as a tool for revitalization of the downtown area.

Property owners or tenants who choose to participate in this program are eligible to receive financial assistance, in the form of a **50/50 funds match, up to $5,000.00**, for eligible projects and revitalization efforts in the Historic Overlay District of Charles Town. The program is managed by the City of Charles Town's Historic Landmarks Commission. Design and program components may be amended periodically to accommodate new or modified City policies and procedures.

PROGRAM ELIGIBILITY

Property owners who own properties within the boundaries of the Historic Overlay District, or their tenants, are eligible to apply for the program.

ELIGIBLE PROJECTS

All projects accepted for the program must reflect "true to age" improvements. All improvements must be consistent with Design Review Standards established by the Charles Town Historic Landmarks Commission (CTHLC) as well as the Codified Ordinances of the City of Charles Town. Only exterior, street-facing improvements are eligible to receive match funding. Eligible improvements include, but are not limited to:

- Awnings appropriate for the façade improvement and architecture;
- Exterior painting consistent with other downtown buildings and accepted as recognized historical coloring;
- Non-illuminating signs that are compatible with other buildings on the block and that conform to Historic Landmarks Commission Standards and the Codified Ordinances of the City of Charles Town;
- Exterior masonry repair;
- Repair to exterior facades that face the street or corners in which one side faces the street;
- Sign removal, replacement, or repair that follows Historic Landmarks Commission Standards and the Codified Ordinances of the City of Charles Town;
- Repair or replacement to cornices, windows, decorative detail, doors, awnings, or window display lighting;
- Exterior lighting structures and hardware on the street-facing side of the building;
- Structural landscaping features;

- Addition or modification to entryways that allow for greater access for people with disabilities;
- Reconstruction of features that were part of the original structure and can be documented;
- Removal of historically inappropriate elements or features.

INELIGIBLE PROJECTS

New construction projects, government properties, and national franchise properties are not eligible to participate in the Façade Improvement Program. Ineligible improvements include:

- Interior improvements;
- Roofing;
- Paving;
- Structural improvements;
- Security measures;
- Loading docks;
- Parking entrances;
- Removal of structurally important features.

APPLICATION PROCESS

Each applicant will be eligible to apply for up to $5,000.00 each fiscal year. In order to be considered for a Façade Improvement Program 50/50 matching grant, the property owner and tenant shall complete the following tasks:

1. Review the Design Review Standards, including eligible and ineligible projects.
2. Complete and submit the Certificate of Appropriateness Application and Façade Improvement Program Application.
3. Submit before and after sketches, photographs, or other illustrations and a written, detailed description of the project to be considered for the matching grant.
4. Complete the property owner's or tenant's 50% matching portion of the estimated project cost and submit proposed/estimated cost. Bids must be provided if the work is being done by a contractor.

If the application and request is approved, the following will be required:

5. Apply for and obtain all necessary permits.
6. Submit receipts/invoices to the City once the project is complete.

CONDITIONS OF APPROVAL

Proposals, estimates, sketches/photographs, and project descriptions will be reviewed by the CTHLC and a determination will be made as to acceptance into the program. In addition to previously listed requirements, all properties must be paid to date on all municipal taxes. Each property will be eligible for one grant per twelve (12) month period. Grants may be limited based on availability.

APPROVAL PROCEDURES

Upon receipt of application and required materials for consideration, each application will be reviewed and the property will be deemed eligible or ineligible for grant funding by staff. If deemed eligible, The HLC will make a decision based on compliance of the project with the Charles Town Historic Landmarks Commission Design Review Standards, the Codified Ordinances of the City of Charles Town, and character of the project as compared with existing properties in the surrounding area. **Since the awarding of the grant funding will also act as approval of the Certificate of Appropriateness (COA), *both* the COA application and Façade Improvement Program Application will need to be submitted together for review and consideration.**

If approved for grant funding, the City will contact the applicant, a Grant Approval Agreement will be signed by the property owner, and the applicant may begin his/her matching portion of the project. If the application is denied, the applicant will receive notification and an explanation of the denial. The City may also provide recommendations for modifications that could be made in order for the project to receive consideration for approval at a later date.

PROJECT MANAGEMENT

All property owners or tenants accepted into the Façade Improvement Program will be fully responsible for managing construction of projects, including, but not limited to, obtaining bids, selecting contractors, obtaining approvals, permits, and insurance, overseeing construction work, and paying all invoices for work, materials, and supplies.

The City of Charles Town encourages employment and business opportunities for local residents and businesses. Participants shall seek to solicit bids and proposals, materials, and labor from qualified local residents and businesses whenever possible.

Property owners or tenants may not discriminate on the basis of race, gender, religion, national origin, ethnicity, ancestry, origin, sexual orientation, marital status, creed, age, or disability in the solicitation of contractors, subcontractors, workers, and suppliers.

The City makes no guarantees on quality and soundness of construction or other repairs, additions, or removals. Any contractor or subcontractor working on the project must be licensed and insured. In addition, any contractor or subcontractor must have a valid business license issued by the City of Charles Town. The property owner or tenant is responsible for ensuring that all contractors and subcontractors meet these requirements.

PAYMENT OF MATCHING FUNDS

Construction may begin only after the application has been approved by the Historic Landmarks Commission, an agreement has been signed, all required permits have been obtained, and formal approval to begin the project has been given to the applicant in writing. **Any work completed prior to formal written approval will not be eligible for funding.**

Grants will be issued after the property owner's portion of the project has been completed and the City has received receipts detailing the completed work. Upon completion, City staff must be contacted for a site inspection. If the project meets all standards, the City shall provide funding for no more than 50% of the total cost of the project, not to exceed $5,000.00.

Upon completion of the project, the Applicant will provide accounting of all project costs and a copy of all paid invoices. Projects must be completed within twelve (12) months after formal approval has been granted.

APPLYING AS A TENANT

Tenants applying for the Façade Improvement Program shall have the property owner's permission to make any improvements detailed in the COA. The property owner of record signature shall be required on all applications and no application will be accepted if the property owner signature is not present.

ADDITIONAL INFORMATION

The City recommends that any property owner or tenants interested in applying for acceptance into the Façade Improvement Program contact City staff prior to submitting an application. Questions about the program may be directed to the City Planner. Applications may be obtained at City Hall and at www.charlestownwv.us.

APPLICATION

Applicant's Name: _____ Date: ____/____/____
Day Month Year

Company Name: _____ Phone: _____

Mailing Address: _____ Fax: _____

_____ E-mail: _____

Project Address: _____ , Charles Town, WV 25414

Have you received rebates from the City's Façade Improvement Program in the past 12 months? ☐Yes ☐No

Is this property:

New construction? ☐Yes ☐No

Government-owned property? ☐Yes ☐No

A national franchise? ☐Yes ☐No

Description of the Façade Improvement project:

_____

_____

_____

_____

_____

_____

Estimated Project Start Date: ____/____/____ (Day / Month / Year)
Estimated Project End Date: ____/____/____ (Day / Month / Year)

Estimated Total Project Budget: _____

Grant Amount Requested: _____

The following items are included with this application:

- ❑ Before/after sketches or photographs or illustrations
- ❑ Detailed proposal and/or contractor estimates

I have reviewed the following documents, as they pertain to my application:

- ❑ Codified Ordinances of the City of Charles Town
- ❑ Charles Town Historic Landmarks Commission Design Review Standards
- ❑ Façade Improvement Program Manual

<u>If the application and request is approved, the following will be required</u>:

- Apply for and obtain all necessary permits.
- Submit receipts/invoices to the City once the project is complete.
- City inspection of improvements to ensure compliance with the COA and intended outcomes based on the funding application submittal.

I agree that the information provided above and within is accurate and correct to the best of my knowledge. I also assure that the property listed is in compliance with all laws, ordinances, rules, and regulations of the State of West Virginia and the City of Charles Town.

Property Owner's Printed Name: _____

Property Owner's Signature: _____

Date of Application: _____

Tenant's Signature: _____
(If tenant is undertaking the proposed work)

COA Application No._____

CERTIFICATE OF APPROPRIATENESS APPLICATION

ZONING ORDINANCE SECTION 1322.13, HISTORIC OVERLAY DISTRICT
AND
ARTICLE 141 OF THE CHARLES TOWN CODIFIED ORDINANCE
AND
DESIGN REVIEW STANDARDS

All proposed activity must be approved by the Historic Landmarks Commission (HLC) via issuance of a Certificate of Appropriateness (COA).

Many of the activities for which a COA is required also requires building permit, which is a separate process from obtaining a COA.

If applying for the Façade Improvement Program, the "Addendum – Façade Improvement Program" will be required in addition to this application.

1. APPLICANT'S NAME _____

Address: _____

Telephone Number: (___) _____ Fax Number (___) _____

Email Address: _____

Relationship to Owner: ___Lessee ___Contractor ___Architect ___Consultant ____Other: (explain)_____

2. CURRENT PROPERTY OWNER'S NAME_____

Address: _____

Telephone Number: (___) _____ Fax Number (___) _____

Email Address: _____

3. PHYSICAL ADDRESS: _____

Tax Map # and Parcel(s): _____

Zoning District: _____

4. DESCRIPTION OF FORMER USE(S) OF THE PROPERTY

_____

_____

5. DESCRIBE THE CURRENT OR PROPOSED USE OF THE SUBJECT PROPERTY

_____

_____

_____

_____

6. TYPE OF WORK:

A. _____ Exterior alteration or repairs.

B. _____ New Construction: 1)____Primary Structure; 2)____Garage;
3)____New Addition; 4)____Other;

C. _____Demolition: 1)____Whole Structure; 2)____Part of Structure;

D. _____Relocation of Structure

7. EXTERIOR ALTERATION OR REPAIR

A. Check all that apply for which approval of the proposed activity is requested.

____Architectural feature (decorative ornamentation)	____Metal trim	____Iron fences
____Material changes (wood, brick, metal, etc.)	____Windows - replacement, removal, elimination or new opening	____New construction
____Roof – Change in shape/profile	____Shutters	____Additions or alterations
____Skylights or dormers	____Door and transoms	____Signs
____Masonry - cleaning, tuckpointing, removal of masonry or other changes to the masonry	____Cut stone steps	____Solar panels
____Removal of historic markings and paintings	____Security Features	____Mothballing
____Wood cornices and concealed box gutters	____Porch or deck	____Demolition
____Wood trim	____Awnings and canopies	

B. List and describe in detail all work to be done for each item checked. Include the following materials when appropriate:

1) Sketches, photographs, specifications, manufacturer's illustrations or other description of proposed changes to the building's exterior. Detailed drawings are required for major changes in architectural features.
2) If material changes are proposed, please provide a description of them. The architect's specifications or brochures may suffice; however, the Commission may request samples of new materials.

C. SIGNS:

1) See page 6 of this application for more information.
2) Signage activities are regulated under Article 1324 (Signs) and Section 1322.13 (Historic Overlay District) of the City of Charles Town's Zoning Ordinance and by extension the Design Review Standards. **All permitted sign sizes, location of placement and additional sign standards are regulated by Article 1324 and shall meet those standards.** The HLC role is to review the sign for appropriateness within the Historic Overlay District.

D. NEW CONSTRUCTION: Describe the nature of the proposed project. Include the following materials when appropriate:

1) Site plan with measured distances.
2) Elevation drawings of each façade and specifications which clearly show the exterior appearance of the project.
3) Samples or other description of materials to be used.
4) Drawings or other description of site improvements such as fences, sidewalks, lighting, pavement, decks, etc.

E. DEMOLITION OF STRUCTURE

1) Describe the structure's condition and reason for demolition.
2) Additional criteria is found in the Design Review Standards, including the need to prove economic hardship.
3) Describe the proposed reuse of the site, including drawings of any proposed new structure or landscaping.

F. RELOCATION OF STRUCTURE

1) Explain what will be moved, why, and proposed changes.
2) If a building will be moved into a district from outside, include photographs.
3) Include a site plan of the proposed location in the district and describe any site features which will be altered or may be disturbed, including foundations, walls, vegetation, etc.

G. MOTHBALLING OF STRUCTURE

1) Describe how the structure will be secured from unwanted entry.
2) Describe measures to be taken to keep the weather and pest out.
3) If the property owner will not be in the state of West Virginia, designate a local contact.
4) If any door(s) or window(s) are to be boarded up, they must be painted to look like a door or window or decals that look like door and window must be adhered to the boards on the window or door.
5) Additional criteria is found in the Design Review Standards, including the need to prove economic hardship.
6) Describe how the property will be maintained so as to not become a code violation, such yard maintenance.

DESCRIPTION OF THE PROPOSED ACTIVITY:

_____

_____

_____

_____

_____

_____

_____

_____

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 1324, Section 1322.12, of the Zoning Ordinance and relevant provisions of the Charles Town Design Review Standards pertaining to this application.

Signature of Applicant

_____ Date _____

Signature of Property Owner

_____ Date _____

Please submit an original completed petition to the following:

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

Signs – Additional Information

ESTIMATED COST OF SIGN(S) (Excluding Labor & Installation):

_____

SIGN CONTRACTOR:

_____

Contractor License #: WV & City of Charles Town:

_____

TYPE OF SIGN

Type of Sign	Check One	Type of Sign	Check One
Free Standing		Suspended	
Building Mounted		Awning	
Window Lettering		Other (List)	

Where on the property or building will the sign(s) be located?

_____

SIGN MATERIAL:

_____

SIGN DIMENSIONS:

Height	Width	Depth

WILL SIGN(S) BE LIGHTED? If yes, list the type of lighting to be used:

_____

PLEASE PROVIDE PROOF OF INSURANCE (In case of sign damage) Insurance Company:

_____

PROVIDE AN ILLUSTRATION OR PHOTOGRAPH OF THE PROPOSED SIGN(S)

FOR CITY USE ONLY

Application Number:_____ Date Application Received:_____

Zoning District: _____

Fee: $_____ Paid: $_____ Check No._____

Receipt No._____

Zoning Administrator Approval:_____ Date:_____

Historic Landmarks Commission Approval:_____Date:_____

Comments:_____

_____

_____

_____

_____

_____

Grant Approval Agreement

1. **I understand that grant monies shall not be distributed until all proposed work is completed and inspected.**

2. **I understand that I have to provide receipts related to the project. If a contractor was used, a written invoice must be provided to the City before funds will be granted. For projects that involve a contractor, receipts and invoices must be accompanied by proof of payment (i.e. cancelled checks). If a contractor was not used, receipts must be provided to the City Staff before a reimbursement will be issued. Only materials may be reimbursed for projects that do not use a contractor. Receipts and invoices must be accompanied by proof of payment (i.e. cancelled checks).**

3. **I understand that an inspection of the project must be performed by City staff upon completion of the project.**

4. **I agree to follow the plan submitted with the application and I understand that failure to do so may disqualify the project for grant funding.**

5. **I agree to all of the attached "Conditions of Approval", if any, as developed by the Historic Landmarks Commission.**

6. **I agree to complete all improvements within one year of approval from the Historic Landmarks Commission. Any time extension must be filed and approved by the Historic Landmarks Commission.**

Property Owners Signature _____ **Date** _____

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1988: Payment of Bills - October 5, 2026

ATTACHMENTS:

- GEN FUND COUNCIL REPORT 2026-10-05.pdf
- CAPITAL RESERVE COUNCIL REPORT 2026-10-05.pdf
- PARKS N REC COUNCIL REPORT 2026-10-05.pdf

Expense Approval Report

Charles Town, WV

By Fund

Payment Dates 10/2/2026 - 10/2/2026

Vendor Name	Payable Numbe	Post Date	Description (Item)	Account Number		Amount
Fund: 001 - GENERAL FUND						
NVA	4488123	10/01/2026	Oct26 Employee Vision Insurance Contributions	001-225-010		73.99
						73.99
Department: 402 - ECONOMIC DEVELOPMENT						
NVA	4488123	10/01/2026	Oct 26 ED Vision Insurance Contribution	001-402-105		7.72
T-MOBILE	INV0002736	10/01/2026	Sept 26 ED Cell Service	001-402-211		33.38
					Department 402 - ECONOMIC DEVELOPMENT Total:	**41.10**
Department: 409 - MAYOR'S OFFICE						
T-MOBILE	INV0002736	10/01/2026	Sept 26 Mayor Cell Service	001-409-211		47.71
					Department 409 - MAYOR'S OFFICE Total:	**47.71**
Department: 412 - CITY MANAGER'S OFFICE						
NVA	4488123	10/01/2026	Oct 26 CMO Vision Insurance Contributions	001-412-105		15.43
					Department 412 - CITY MANAGER'S OFFICE Total:	**15.43**
Department: 413 - TREASURER'S OFFICE						
TYLER TECHNOLOGIES, INC	025-565357	10/01/2026	5/1 to 2/28 Sales Tax Module Subscription	001-413-353		5894.17
NVA	4488123	10/01/2026	Oct 26 TR Vision Insurance Contributions	001-413-105		23.16
					Department 413 - TREASURER'S OFFICE Total:	**5917.33**
Department: 415 - CITY CLERK'S OFFICE						
NVA	4488123	10/01/2026	Oct 26 CK Vision Insurance Contributions	001-415-105		15.43
					Department 415 - CITY CLERK'S OFFICE Total:	**15.43**
Department: 416 - POLICE JUDGE'S OFFICE						
WV Division of Corrections & F	81267A23	10/01/2026	Aug26 Inmate Housing Costs- Cannedy Burell	001-416-223		377.20
					Department 416 - POLICE JUDGE'S OFFICE Total:	**377.20**
Department: 417 - CITY ATTORNEY						
NVA	4488123	10/01/2026	Oct 26 CA Vision Insurance Contributions	001-417-105		15.43
T-MOBILE	INV0002736	10/01/2026	Sept 26 CA Cell Service	001-417-211		19.24
					Department 417 - CITY ATTORNEY Total:	**34.67**
Department: 425 - ENFORCEMENT AGENCY						
NVA	4488123	10/01/2026	Oct 26 CE Vision Insurance Contributions	001-425-105		7.72
COREY LEWIS	INV0002733	10/01/2026	CE WVCOA Fall Conference Per Diem & Mileage F	001-425-214		473.20
T-MOBILE	INV0002736	10/01/2026	Sept 26 CE Cell Service	001-425-211		19.24
					Department 425 - ENFORCEMENT AGENCY Total:	**500.16**
Department: 436 - BUILDING INSPECTION						
NVA	4488123	10/01/2026	Oct26 BI Vision Insurance Contributions	001-436-105		15.43

Vendor Name	Payable Numbe	Post Date	Description (Item)	Account Number		Amount
DUANE DUNN	INV0002722	10/01/2026	BI WVCOA Fall Conference- Per Diem & Mileage F	001-436-214		473.20
					Department 436 - BUILDING INSPECTION Total:	**488.63**
Department: 437 - PLANNING & ZONING						
NVA	4488123	10/01/2026	Oct26 PZ Vision Insurance Contributions	001-437-105		48.79
T-MOBILE	INV0002736	10/01/2026	Sept 26 PZ Cell Service	001-437-211		72.45
AMAZON	INV0002750	10/01/2026	City Planner Keyboard Under Desk Tray	001-437-341		78.99
					Department 437 - PLANNING & ZONING Total:	**200.23**
Department: 440 - CITY HALL						
GRIFFITH ENERGY SERVICES, II	174039-174040	10/01/2026	FY27 Oil Furnace Service Agreement	001-440-230		1236.51
FIRST-CITIZENS BANK & TRUS	149820108	10/01/2026	Oct 26 CH 2nd Flr Plotter Lease	001-440-219		506.12
FIRST-CITIZENS BANK & TRUS	149836535	10/01/2026	Oct 26 CH 1st Floor Copier Lease	001-440-219		239.68
FIRST-CITIZENS BANK & TRUS	149894565	10/01/2026	Oct26 CH 3rd Floor Copier Lease	001-440-219		110.00
AMERICAN LEGAL PUBLISHIN	53436	10/01/2026	Update for 26 WV Legislative Session Changes	001-440-230		906.83
FRONTIER COMMUNICATIONS	INV0002726	10/01/2026	Sept26 CH Elevator Alarm	001-440-211		96.98
T-MOBILE	INV0002736	10/01/2026	Sept 26 CH Cell Service	001-440-211		33.38
AMAZON	INV0002748	10/01/2026	Council Strtegc Plng Fidget Toys&Post-it&Easel Pa	001-440-341		79.98
AMAZON	INV0002749	10/01/2026	Council Chambers Tablet Battery Replacement	001-440-341		169.99
					Department 440 - CITY HALL Total:	**3379.47**
Department: 571 - PARKING						
NVA	4488123	10/01/2026	Oct26 PK Vision Insurance Contributions	001-571-105		7.72
					Department 571 - PARKING Total:	**7.72**
Department: 700 - POLICE DEPARTMENT						
THE JOURNAL,MARTINSBURG	004284189	10/01/2026	9/15 PD Testing Classified Ad	001-700-220		344.00
George Joseph Bradley	1016	10/01/2026	Daniel N Polygraph Exam	001-700-223		450.00
WINCHESTER PSYCHOLOGICA	20260923-01	10/01/2026	N. Daniel Preemployment Psychological Eval	001-700-223		500.00
JOHNSON CONTROLS US HOL	427779000	10/01/2026	FY27 2nd Qrtr 661 S George Alarm Service	001-700-230		1700.28
NVA	4488123	10/01/2026	Oct26 PD Vision Insurance Contributions	001-700-105		138.65
COMCAST CORPORATION	INV0002721	10/01/2026	PD Sept 26 TV Service	001-700-213		10.45
T-MOBILE	INV0002736	10/01/2026	Sept 26 PD Cell Service	001-700-211		145.66
FRONTIER COMMUNICATIONS	INV0002740	10/01/2026	Oct 26 PD Alarm Service	001-700-211		197.81
LEXIPOL, LLC	PRA11276781	10/01/2026	FY27 Police One Academy Subscription X 16	001-700-353		1685.92
					Department 700 - POLICE DEPARTMENT Total:	**5172.77**
Department: 750 - STREETS & HIGHWAYS						
P D Propst Enterprise LLC	02625	10/01/2026	Chakmakian Office Water Heater Replacement	001-750-215		2113.82
ECONO SIGNS LLC	10-1005321	10/01/2026	Flag Mounting Bracket X4 & Safety Flag X12	001-750-341		203.34
Atlantic Machinery INC	112578	10/01/2026	Steel Broom for Sweeper	001-750-216		415.20
GREENERVOLTS	2195	10/01/2026	661 S George St Led Panel X 3	001-750-341		375.00
NVA	4488123	10/01/2026	Oct26 MD Vision Insurance Contributions	001-750-105		17.92
T-MOBILE	INV0002736	10/01/2026	Sept 26 MD Cell Service	001-750-211		110.76
					Department 750 - STREETS & HIGHWAYS Total:	**3236.04**
Department: 900 - PARKS & REC						
NVA	4488123	10/01/2026	Oct26 P&R Vision Insurance Contributions	001-900-105		7.72

Vendor Name	Payable Numbe	Post Date	Description (Item)	Account Number		Amount
T-MOBILE	INV0002736	10/01/2026	Sept 26 P&R Cell Service	001-900-211		47.71
					Department 900 - PARKS & REC Total:	**55.43**
					Fund 001 - GENERAL FUND Total:	**19563.31**
					Grand Total:	**19563.31**

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	19563.31
Grand Total:	**19563.31**

Account Summary

Account N	Account Name	Payment Amount
001-225-010	Dental & Vision Payable	73.99
001-402-105	ECONOMIC DEV - GROUP INSURANCE	7.72
001-402-211	ECONOMIC DEV - TELEPHONE	33.38
001-409-211	Mayor Telephone	47.71
001-412-105	CMO Group Insurance	15.43
001-413-105	TREAS Group Insurance	23.16
001-413-353	TREASURER COMPUTER SOFTWARE	5894.17
001-415-105	CLERK Group Insurance	15.43
001-416-223	PJO Professional Services	377.20
001-417-105	ATTORNEY INSURANCE	15.43
001-417-211	ATTORNEY TELEPHONE	19.24
001-425-105	ENFORCEMENT AG - GROUP INSURAN	7.72
001-425-211	ENFORCEMENT AG -	19.24
001-425-214	ENFORCEMENT AG -	473.20
001-436-105	BI Group Insurance	15.43
001-436-214	BI Travel Expense	473.20
001-437-105	P&Z Group Insurance	48.79
001-437-211	P&Z Telephone	72.45
001-437-341	P&Z Departmental Supplies	78.99
001-440-211	CH Telephone	130.36
001-440-219	CH Buildings & Equipment Rents	855.80
001-440-230	CH Contracted Services	2143.34
001-440-341	CH Departmental Supplies	249.97
001-571-105	PARKING Group Insurance	7.72
001-700-105	PD GROUP INSURANCE	138.65
001-700-211	PD TELEPHONE	343.47
001-700-213	PD UTILITIES	10.45
001-700-220	PD ADVERTISING & LEGAL PUBLICA	344.00
001-700-223	PD PROFESSIONAL SERVICES	950.00
001-700-230	PD CONTRACTED SERVICES	1700.28
001-700-353	PD COMPUTER SOFTWARE/TECH	1685.92
001-750-105	STREETS GROUP INSURANCE	17.92
001-750-211	STREETS TELEPHONE	110.76
001-750-215	STREETS R&M BLDG AND GROUNDS	2113.82
001-750-216	STREETS R&M EQUIPMENT	415.20

Account Summary

Account N	Account Name	Payment Amount
001-750-341	STREETS DEPARTMENT SUPPLIES	578.34
001-900-105	P&R Group Insurance	7.72
001-900-211	P&R Telephone	47.71
	Grand Total:	**19563.31**

Project Account Summary

Project Account Ke		Payment Amount
None		19563.31
	Grand Total:	**19563.31**

Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

Expense Approval Report

Charles Town, WV

By Fund

Payment Dates 10/2/2026 - 10/2/2026

Vendor Name	Payable Num	Post Date	Description (Item)	Account Number		Amount
Fund: 200 - CAPITAL RESERVE						
Department: 975 - GENERAL GOVERNMENT						
MICHAEL BAKER INTERNATIO	1301970	10/01/2026	Aug 26 Zoning Ordinance Rewrite	200-975-223		9601.97
					Department 975 - GENERAL GOVERNMENT Total:	**9601.97**
Department: 977 - STREETS & TRANSPORTATION						
Jimmy Duncan	548192	10/01/2026	40Ft Sea Container- MD Storage	200-977-459		2700.00
					Department 977 - STREETS & TRANSPORTATION Total:	**2700.00**
Department: 979 - CULTURE & RECREATION						
Millennium Pool Construction	3479	10/01/2026	Remaining Balance for JMP Pool Winter Cover	200-979-458		11296.10
					Department 979 - CULTURE & RECREATION Total:	**11296.10**
					Fund 200 - CAPITAL RESERVE Total:	**23598.07**
					Grand Total:	**23598.07**

Report Summary

Fund Summary

Fund	yment Amount
200 - CAPITAL RESERVE	23598.07
Grand Total:	**23598.07**

Account Summary

Account	Account Name	yment Amount
200-975-223	General Government Professiona	9601.97
200-977-459	Streets CapOutlay Equipment	2700.00
200-979-458	Culture & Rec Cap Outlay Impro	11296.10
	Grand Total:	**23598.07**

Project Account Summary

Project Account K	yment Amount
None	23598.07
Grand Total:	**23598.07**

Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

Expense Approval Report

Charles Town, WV

By Fund

Post Dates 9/29/2026 - 9/29/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number		Amount
Fund: 207 - PARKS & REC						
Department: 900 - PARKS & REC						
POTOMAC EDISON COMPANY	INV0002695	09/29/2026	Aug 26 JMP Restroom Electric	207-900-213		10.31
POTOMAC EDISON COMPANY	INV0002695	09/29/2026	Aug 26 EVR Lights Electricity	207-900-213		10.42
POTOMAC EDISON COMPANY	INV0002695	09/29/2026	Aug 26 EVR Restroom Electric	207-900-213		15.13
POTOMAC EDISON COMPANY	INV0002695	09/29/2026	Aug 26 JMP Lights Electricity	207-900-213		32.11
POTOMAC EDISON COMPANY	INV0002695	09/29/2026	Aug 26 JMP Pool Electricity	207-900-213		893.66
					Department 900 - PARKS & REC Total:	**961.63**
					Fund 207 - PARKS & REC Total:	**961.63**
					Grand Total:	**961.63**

Report Summary

Fund Summary

Fund	Payment Amount
207 - PARKS & REC	961.63
Grand Total:	**961.63**

Account Summary

Account Number	Account Name	Payment Amount
207-900-213	UTILITIES	961.63
	Grand Total:	**961.63**

Project Account Summary

Project Account Key	Payment Amount
None	961.63
Grand Total:	**961.63**

Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1974: Appeal to the Facade Improvement Grant Letter

ATTACHMENTS:

- Email - Sellers.pdf

From: Levi Sellers <hello@sustain.bio>
Sent: Monday, 21 September 2026 10:00:29
To: Micheal George <mgeorge@charlestownwv.us>; James Kratovil <jkratovil@charlestownwv.us>; Jeff Hynes <jhynes@charlestownwv.us>; Nathaneal Hartman <nhartman@charlestownwv.us>; Julie Smith <jsmith@charlestownwv.us>; Elizabeth Ricketts <ericketts@charlestownwv.us>; Kevin Tester <ktester@charlestownwv.us>; Alden Roth <aroth@charlestownwv.us>; Andie Sugrue <asugrue@charlestownwv.us>
Subject: Appeal to Façade Improvement Grant Denial

Hello Mayor Mike George and Honorable Members of City Council,

I am writing to thank you for taking the time this evening to review our appeal of the denial of our Façade Improvement Grant request and to offer our perspective on the matter.

Following our attendance at last week's (9/14/26) Historical Landmarks Commission (HLC) meeting and our subsequent review of the recording, we believe the denial of our grant request was driven primarily by the personal concerns and opinions expressed by Commissioner Nick Zaglifa, rather than an objective evaluation of our application under the published criteria of the Façade Improvement Program.

We believe this is an important distinction. Decisions involving a publicly offered grant program should be based upon the standards and eligibility requirements established for that program. Allowing concerns outside of those standards to determine the outcome of an otherwise eligible application creates a precedent that we believe deserves review.

We are challenging the denial on two primary grounds:

1. Non-illuminating signage is specifically identified as an eligible project under the Façade Improvement Program.
2. The discussion and ultimate denial of our application did not appear to be based upon the merits of our signage or its conformity with the program's stated criteria.

Allow me to elaborate.

As stated in the City's solicitation for grant applications:

"Charles Town's Façade Improvement Program was designed as an effort to improve and enhance the overall look and experience of downtown Charles Town. The program is intended to assist property owners and/or tenants within the Charles Town Historic Overlay District (HOD) in beautifying and rehabilitating property fronts for the purposes of attracting both customers and prospective business owners and serving as a tool for revitalization of the downtown area."

This echoes the intent that former Mayor Randy Hilton described to us during a recent visit to our store. He explained that, during his time as mayor, a façade grant program was created to help downtown businesses with improvements such as awnings and signage that would make their storefronts more welcoming. He believed that effort ultimately contributed to the grant program for which we applied.

The grant document further states:

“Eligible Projects — All projects accepted for the program must reflect ‘true to age’ improvements.”

It then specifically identifies among eligible improvements:

“Non-illuminating signs that are compatible with other buildings on the block and that conform to Historic Landmarks Commission Standards and the Codified Ordinances of the City of Charles Town.”

We applied for this grant with these requirements specifically in mind.

Our proposed signage is not simply the placement of our business logo on a building. It is part of a larger effort to “improve and enhance the overall look and experience of downtown Charles Town” while beautifying our storefront and attracting customers, consistent with the stated purpose of the program.

The signage tells the story of what we are bringing back to this historic building: the Pharmacy & Fountain of the early 1900s. Reviving that concept highlights an important piece of American Main Street history while creating a new experience for residents and visitors to downtown Charles Town.

Our building at 202 West Washington Street was constructed in the early 1900s, during an era when pharmacies and soda fountains were staples of communities across the country. Pharmacists prepared remedies using botanicals, herbs and extracts to support health and well-being, while soda fountains became gathering places serving refreshing drinks, tonics and conversation.

That history directly inspired the vision and mission for our new facility.

Even the typography used in our proposed signage (both the window vinyl and wall-mounted signage) was intentionally selected for its historic character. The typeface, “Mercantile,” reflects styles from the early 1900s and was chosen specifically to help the project remain “true to age,” as required by the grant application.

With that intent, research and attention to the published requirements, we selected the “Signs” category on the grant application because our project appeared to meet the stated requirements of an eligible project under the program.

This is why we were particularly surprised by what occurred during last Monday evening’s HLC meeting.

Upon reviewing the recording, Commissioner Zaglifa indicated that his objection was not to the appropriateness of the signage itself. In fact, the Certificate of Appropriateness for the signage was approved by the Commission. His stated concern regarding the grant was instead the prospect of other businesses throughout the Historic Overlay District seeking City subsidies for their own signage, describing the possibility of businesses coming forward with “pitchforks and torches” wanting their signs subsidized by the City.

We respectfully submit that this concern is already addressed by the grant program’s own eligibility requirements.

The program does not state that every business sign in the Historic Overlay District is entitled to public funding. It establishes standards that an applicant and project must satisfy, including the requirement that accepted projects reflect “true to age” improvements and conform to HLC standards and City ordinances.

Each future application can and should be evaluated individually against those same objective criteria.

Our application should therefore be evaluated on whether our project satisfies the criteria established by the City, not on a hypothetical concern that approving an eligible application could encourage other businesses to apply for the same publicly offered program.

We were also concerned by the manner in which the final decision was reached. Commissioner Zaglifa moved to “table indefinitely” our application despite disagreement expressed during the discussion and pressed for an immediate vote on that motion. During the discussion, he also suggested that anyone objecting to the outcome “could go across the street to Circuit Court.”

We believe comments and considerations such as these warrant review, not because we expect every member of a City board or commission to agree with our application, but because applicants should be able to expect that decisions involving a publicly offered grant program will be made consistently, objectively and according to the criteria the City itself has established.

To be clear, we are not asking City Council to give our business special treatment.

We are asking for the opposite.

We are asking that our application receive the same objective consideration that should be afforded to every applicant: Does the proposed project qualify under the published program? Does it contribute to the historic character and revitalization of downtown? Does it conform to HLC standards and City ordinances? And does it satisfy the criteria established for the use of these grant funds?

We believe our application does.

Perhaps most importantly, the HLC’s approval of our Certificate of Appropriateness (with HLCs recommendation for change of materials) demonstrates that the Commission found the signage itself appropriate for the Historic Overlay District. The remaining question, therefore, should be whether the project qualifies for funding under the criteria of the Façade Improvement Program.

For these reasons, we respectfully ask City Council to review the Commission’s decision, the stated reasons behind that decision, the recording of the meeting, and the published requirements of the Façade Improvement Program, and to reconsider the denial of our application based upon those established criteria.

SUSTAIN has made a substantial investment in this historic building and in downtown Charles Town because we believe in what this community is becoming while also respecting what it has been. Our Pharmacy & Fountain concept was intentionally designed to connect those two ideas, to preserve and celebrate the character of an earlier Charles Town while creating something that brings people downtown today.

We believe that is the type of private investment, historic character and downtown revitalization that the Façade Improvement Program was created to encourage.

Regardless of the ultimate decision on our application, we believe it is important that the standards governing this program remain clear and that applicants can trust those standards will be applied consistently. That protects not only our business, but every property owner and small business that chooses to invest in the future of downtown Charles Town.

Thank you again for your time, your consideration of our appeal, and your continued investment in the success and preservation of downtown Charles Town.

Respectfully,

Levi Sellers
President

Sustain Bioceuticals
Beware - This email comes from outside the City of Charles Town.

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1975: Personnel Committee Report - September 14, 2026

ATTACHMENTS:

- Personnel Committee Report September 14.pdf

City of Charles Town Personnel Committee Report September 14, 2026 Meeting

1. **CALL TO ORDER**:
   Meeting was called to order at 5:02pm
   Persons present: Councilmember Andie Sugrue, Councilmember Kevin Tester, Interim City Manager Alissa Meeks, Mayor Michael George

2. **UNFINISHED BUSINESS:**
   2026-1913: Referral to Finance regarding changing the date to apply employee raises:
   Councilmember Tester will follow up with Finance to review

   2026-1914 Sick Time Sharing When an Employee Ceases Employment:
   Councilmember Sugrue will follow up with Stephanie Grove to review policy's legality and propose a handbook revision

3. **New Business:**
   2026-1915 Review Proposed RFP for City Manager:
   The Committee approved the revised RFP and directed the City Manager to have the Spirit publish this week as well as have it published on our website

   2026-1916 Pre-tax Insurance Conversation included in the Employee Handbook:
   There has been corrective action and employee insurance is now being pre-taxed with the option to opt-out and have it post taxed.
   Motion: Adopt the Pre-Tax Insurance Policy to be included in the Employee Handbook
   Motion: Councilman Tester; 2nd: Councilwoman Sugrue - Unanimous

4. ADJOURNMENT 5:20 PM

Next regularly scheduled Personnel Committee meeting is October 13, 2026 at 5:00 PM

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1976: Parks and Recreation Expense Approval Report - September 21, 2026

ATTACHMENTS:

- SPECIAL RUN PARKS AND REC 09-21-2026.pdf

Expense Approval Report

Charles Town, WV

By Fund

Payment Dates 9/21/2026 - 9/21/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number		Amount
Fund: 207 - PARKS & REC						
Department: 900 - PARKS & REC						
Blue Ridge Watershed Coalitio	1	09/21/2026	Clean Park - ER Stream Monitoring	207-900-230		10000.00
West Virginia Rivers Coalition	INV0002653	09/21/2026	Clean Parks ER River Monitoring	207-900-230		10000.00
African American Community	INV0002655	09/21/2026	Clean Park - Community Outreach EvittsR Creek Area	207-900-230		6000.00
					Department 900 - PARKS & REC Total:	**26000.00**
					Fund 207 - PARKS & REC Total:	**26000.00**
					Grand Total:	**26000.00**

Report Summary

Fund Summary

Fund	yment Amount
207 - PARKS & REC	26000.00
Grand Total:	**26000.00**

Account Summary

Account	Account Name	yment Amount
207-900-230	CONTRACTED SERVICES	26000.00
	Grand Total:	**26000.00**

Project Account Summary

Project Account I	yment Amount
None	26000.00
Grand Total:	**26000.00**

Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1977: Charles Town Utility Board Meeting Minutes - July 8, 2026, July 22, 2026, and August 26, 2026

ATTACHMENTS:

- 2026.07.08 UB MINUTES .pdf
- 2026.07.22 UB MINUTES .pdf
- 2026.08.26 UB MINUTES .pdf

Charles Town Utility Board
Regular Board Meeting
July 8, 2026

The Charles Town Utility Board held a regular meeting on July 8, 2026 at 4:00 P.M. Members of the Board present were Brent Manuel, Chairman; John Maxey, Vice Chairman; Duke Pierson, Treasurer, Heid Parker and Patrick Kratovil. Also, present were Paul Mantello, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Cindy Wilson, Legal Counsel (Zoom) and Commissioner Mike Mood, County Commission Liaison.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of June 24, 2026 Regular Meeting Minutes

The Chairman called for changes or corrections to the June 24, 2026 regular meeting minutes.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, to approve the June 24, 2026 regular meeting minutes as presented. Mrs. Parker suggested revising the minutes to note two minor changes. Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved amending the minutes to include the two changes. Mr. Kratovil abstained from voting due to his absence as he was absent from that meeting. The original motion to approve the minutes was approved unanimously. Mr. Kratovil abstained from voting.**

PUBLIC COMMENT

Public comment was received from Jacquelyn Milliron and Christine Wimer.

OLD BUSINESS

Update on WV PSC Cases- Possible Executive Session under the provision of W. VA Code §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 which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

This item was moved to the end of the meeting.

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

Discuss Ongoing Official Investigation - Executive Session under the provision of W. Va. Code 6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

This item was moved to the end of the meeting.

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

Summit Point Motorsports Park Utility Service Project – Discussion & Next Steps

Mr. Mantello mentioned he and staff met with President Jeff Johnson at the Summit Point facility for a tour of the facility and an overview of current and future plans. He is continuing to work with various agencies, including the Jefferson County Commission, Jefferson County Development Authority, Jefferson County Public Schools, and WV Department of Environmental Protection to collaborate a regional project. He mentioned his upcoming follow-up meeting with the Data Center group to discuss their plans in that area. Mr. Mantello also provided he will be moving

forward with the interview process with Potesta for the Preliminary Engineering Report. Both Mr. Maxey and Mrs. Parker expressed interest to participate on the interview committee with CTUB staff. The Board provided discussions.

Mr. Maxey asked whether CTUB could test the Page Jackson Elementary School for PFAS. Mr. Mantello mentioned the Board of Education is handing the testing of schools. Mr. Maxey also asked whether or not CIF's could be a funding source for the "purple line" for the data center project. The Board provided discussions.

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

Sewer Alternate Mainline Extension Agreement with Ghazwa Forest – Draft

Mr. Mantello mentioned this agreement was tabled from last meeting pending legal review by Mrs. Wilson. Mrs. Wilson had no concerns.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved taking this item off the table.**

Action: **Motion made by Mr. Pierson, second by Mr. Parker, to approve the Sewer AMEA with Ghazwa as submitted. The Board provided discussions on the agreement. Mr. Maxey suggested tabling the agreement to have the Engineer evaluate the project due to the recent CIF order and what the CIF funds can be used for. Motion failed due to a 1-4 vote. The Chairman, Mr. Maxey, Mr. Pierson and Mr. Kratovil voted against the motion.**

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, with discussions from the Board, the Board unanimously approved tabling the discussion on the agreement for additional information and advice from the Engineer regarding whether or not an expanded distribution line to handle the flows is needed.**

Mrs. Parker suggested a possible future meeting to discuss mainline/alternate mainline extension agreements. Mr. Maxey mentioned the possibility of having the Public Service Commission (PSC) provide clarification on these agreements at a future meeting.

Consideration of Policy Protecting Homeowners from Mandatory Connection to Newly Extended Water and Wastewater Infrastructure

Mr. Maxey suggested the Board request to be on the next City Council agenda to discuss this issue and the recent PSC order regarding CIF's. The Chairman provided the next meeting is July 20th. Commissioner Mood suggested the Board also clarify the mandatory connection rules with the PSC. The Board provided discussions.

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

NEW BUSINESS

GDF Proposal for Maintenance Building Construction Administration and Inspection Services

Mr. Chris Eckenrode provided a task order that included the construction administration and inspection services for the Maintenance Building project, an estimated ten-month project.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved accepting the proposal as submitted.**

Annual Preventative Maintenance Contract for Digester Compressor at Charles Town Wastewater Treatment Plant

Mr. Mantello included a five-year preventative maintenance contract with Atlas Copco for the digester compressor at the Charles Town wastewater treatment plant totaling $17,091.85. The Board provided discussions. Mr. Eckenrode provided clarifications on the discussions.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved the Atlas Copco preventative maintenance five-year contract.**

Quote from STH for Spare pump at Wendy's Pump Station

Mr. Mantello provided a quote from STH for a spare pump at Wendy's pump station, which is a critical station in the system.

Action: **Motion made by Mr. Pierson, second by Mr. Maxey, the Board unanimously approved the STH quote for a spare pump at Wendy's pump station.**

MANAGER REPORTS

Utility Manager Report

Mr. Mantello briefed the Board on water and sewer issues he has been working on including the Locust Hill ponds and aerators and the NPDES permit renewal and the land application process.

Mrs. Parker requested to have the Board member salary be reviewed in the future by the City.

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

Chairman Report

The Chairman had no updates.

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

Engineering Report

Mr. Eckenrode provided a report on the projects GDF is currently working on, including a daily operator log for the wastewater plants.

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

APPROVAL OF BILLS

July 8, 2026

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

EXECUTIVE SESSION

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved convening into Executive Session at 5:05 P.M. to discuss the following agenda items:**

- Update on WV PSC Cases- Possible Executive Session under the provision of W. VA Code §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 which is not considered a public record

within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

- Discuss Ongoing Official Investigation - Executive Session under the provision of W. Va. Code 6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

The Board convened back into public session at 6:19 P.M.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved to adjourn the meeting at 6:20 P.M.**

INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, July 22, 2026 at 4:00 P.M. at 661 S. George Street.

Brent Manuel
Chairman

Ashley Stottlemyer
Secretary

Charles Town Utility Board
Regular Board Meeting
July 22, 2026

The Charles Town Utility Board held a regular meeting on July 22, 2026 at 4:00 P.M. Members of the Board present were Brent Manuel, Chairman; John Maxey, Vice Chairman; Duke Pierson, Treasurer, Heidi Parker and Patrick Kratovil. Also, present were Paul Mantello, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; Cindy Wilson, Legal Counsel (Zoom) and Commissioner Mike Mood, County Commission Liaison.

CALL TO ORDER

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

APPROVAL OF MINUTES

Approval of July 8, 2026 Regular Meeting Minutes

The Chairman called for changes or corrections to the July 8, 2026 regular meeting minutes.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved the July 8, 2026 meeting minutes as presented.**

PUBLIC COMMENT

Public comment was received from Christine Wimer.

OLD BUSINESS

Update on WV PSC Cases- Possible Executive Session under the provision of W. VA Code §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 which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

This item was moved to the end of the meeting.

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

Discuss Ongoing Official Investigation - Executive Session under the provision of W. Va. Code 6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

This item was moved to the end of the meeting.

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

Summit Point Regional Utility Corridor Initiative (SPRUCI) – Discussion and Next Steps

Mr. Mantello stated that he continues to work with various agencies, legislators and the proposed customers to collaborate a regional project. He provided the concept is to install a line originating at the Tuscawilla Wastewater Treatment plant due to location. Mr. Mantello also provided he will be scheduling an interview with Potesta for the Preliminary Engineering Report in the upcoming weeks. He mentioned Mr. Eckenrode will participate on the interview committee with Mr. Maxey, Mrs. Parker and staff. The Board provided discussions.

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

Consideration of Policy Protecting Homeowners from Mandatory Connection to Newly Extended Water and Wastewater Infrastructure

Action: **Motion by Mr. Maxey, second by Mrs. Parker, with discussions from the Board, the Board unanimously approved tabling the discussion until the Board hears back from the Charles Town City Council.**

Sewer Alternate Mainline Extension Agreement with Ghazwa Forest – Draft

Action: **Motion made by Mr. Maxey, second by Mrs. Parker, the Board unanimously approved taking this item off the table.**

Mr. Mantello mentioned the agreement was tabled from last meeting pending engineering review by Mr. Eckenrode and Mr. Markley. He stated that neither found any capacity issues. The Board provided discussions.

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, with discussions from the Board, the Board unanimously approved the Sewer AMEA for Ghazwa Forest as submitted.**

Mr. Maxey requested a similar capacity analysis for any future projects that come before the Board.

Discussion by Cooley Public Strategies on Draft Analysis and Dashboards Possible Executive Session under the provision of W. VA Code 6-9a-4(b) (9) To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision: Provided, That information relied on during the course of deliberations on matters involving commercial competition are exempt from disclosure under the open meetings requirements of this article only until the commercial competition has been finalized and completed: Provided, however, That information not subject to release pursuant to the West Virginia freedom of information act does not become subject to disclosure as a result of executive session; (12) To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

This item was moved to the end of the meeting.

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

FY 2027 Capital Improvement Plan Update

Mr. Mantello provided that staff is continuing to work on the plan and will have a draft next meeting. Mr. Maxey suggested having the Public Service Commission engineer review the draft plan with the Board at a future public workshop.

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

NEW BUSINESS

Water and Sewer Alternate Mainline Extension Agreement for Augustine Manor – Draft

Action: **Motion made by Mr. Maxey, second by Mr. Kratovil, the Board unanimously approved tabling this item until the capacity analysis is completed.**

Resident Request for Property Purchase – 56 Stark Road

Mr. Mantello stated he received a request from the neighbor of the mentioned property to possibly purchase the parcel from CTUB. He learned the property was a former facility site, now empty and unused, and had been attempts to be sold in the past as it is owned by the City.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved notifying the City they may auction the property if they wish as CTUB has no use for it.**

Collection System Project – Resolution No. 35 – CWSRF No. 11, Pay App No. 16

Mrs. Shultz provided the revised pay application to the Board for Resolution No. 35 – CIF Payment #27 in the amount of $31,965.59 for work completed.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved the revised Resolution No. 35 – CIF Payment No. 27.**

Collection System Project – Resolution No. 36 – CIF No. 28

Mrs. Shultz included the pay application for Resolution No. 36 in the amount of $28,920.14 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Maxey, the Board unanimously approved Resolution No. 36 – CIF Payment No. 28.**

Jefferson County Water Advisory Committee (JCWAC) Update

Mr. Mantello provided an update from the last JCWAC meeting he attended. He mentioned that Travis Markley is CTUB's representative, but he also attends the meetings as well. The Board provided discussions and agreed to have Mr. Markley continue as CTUB's representative.

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

Cancellation of August 12, 2026 Regular Board Meeting

Mr. Mantello requested cancellation of the August 12th board meeting due to him and other staff being out of town.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved canceling the August 12th board meeting with the exception that a special meeting may be scheduled if an emergency arises.**

MANAGER REPORTS

Utility Manager Report

Mr. Mantello briefed the Board on water and sewer issues he has been working on including the Locust Hill ponds and aerators, the Locust Hill tank cleaning, and the Charles Town wastewater plant ammonia.

Mr. Maxey requested the annual CIF review on the next board meeting agenda.

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

Chairman Report

The Chairman had no updates.

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

Engineering Report
Mr. Eckenrode had no updates.

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

APPROVAL OF BILLS

July 22, 2026

Action: **Motion made by Mr. Maxey, second by Mr. Pierson, with discussions from the Board, the Board unanimously approved the payment of the bills.**

EXECUTIVE SESSION

Update on WV PSC Cases- Possible Executive Session under the provision of W. VA Code §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 which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

Mrs. Wilson provided an update on the complaint case, 26-0366-LRR-W-C, which has now been settled.

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

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved convening into Executive Session at 5:04 P.M. to discuss the following agenda items:**

- Update on WV PSC Cases- Possible Executive Session under the provision of W. VA Code §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 which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

- Discuss Ongoing Official Investigation - Executive Session under the provision of W. Va. Code 6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

- Discussion by Cooley Public Strategies on Draft Analysis and Dashboards Possible Executive Session under the provision of W. VA Code 6-9a-4(b) (9) To consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision: Provided, That information relied on during the course of deliberations on matters involving commercial competition are exempt from disclosure under the open meetings requirements of this article only until the commercial competition has been finalized and completed: Provided, however, That information not subject to release pursuant to the West Virginia freedom of information act does not become subject to disclosure as a result of executive session; (12) To discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential, or which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

Emily Bryan of Cooley Public Strategies and Richard Lewis of Steptoe & Johnson were included in the Executive Session discussions.

The Board convened back into public session at 6:02 P.M.

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved to adjourn the meeting at 6:03 P.M.**

INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, August 26, 2026 at 4:00 P.M. at 661 S. George Street.

John Maxey
Vice Chairman

Ashley Stottlemyer
Secretary

Charles Town Utility Board
Regular Board Meeting
August 26, 2026

The Charles Town Utility Board held a regular meeting on August 26, 2026 at 4:00 P.M. Members of the Board present were John Maxey, Vice Chairman; Duke Pierson, Treasurer, Heidi Parker and Patrick Kratovil. Also, present were Paul Mantello, Utility Manager; April Shultz, Assistant Utility Manager; Ashley Stottlemyer, Secretary; and Cindy Wilson, Legal Counsel (Zoom).

Chairman, Mayor Micheal George, and County Commission Liaison, Commissioner Mike Mood, were absent from the meeting.

CALL TO ORDER
The Vice Chairman called the meeting to order at 4:00 P.M.

APPROVAL OF MINUTES
Approval of July 22, 2026 Regular Meeting Minutes
The Vice Chairman called for changes or corrections to the July 22, 2026 regular meeting minutes. Mrs. Parker mentioned the typo of "Mrs." Maxey on page 2.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved the July 22, 2026 meeting minutes as corrected.**

PUBLIC COMMENT
Public comment was received from Christine Wimer and an emailed comment from Sarah Smith.

OLD BUSINESS
Update on WV PSC Cases- Possible Executive Session under the provision of W. VA Code §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 which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

Discuss Ongoing Official Investigation - Executive Session under the provision of W. Va. Code 6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

Possible Executive Session under the provision of W. VA Code 6-9a-4(b) (8) - Internal Memoranda or Letters Received or Prepared by any Public Body

The three executive session items were moved to the end of the meeting.

Action: **Motion made Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved moving the executive session items to the end of the meeting.**

Summit Point Regional Utility Corridor Initiative

i. August 13th 5G Interview with Potesta & Associates and Panel Recommendation

Mr. Mantello provided a brief overview of the August 13th interview with Potesta & Associates to develop a Preliminary Engineering Report for the Summit Point corridor. The interview panel recommended moving forward with Potesta & Associates and begin contract negotiations.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, with discussions from the Board, the Board unanimously approved moving forward with Potesta & Associates as the engineer for the project presented at the 5G meeting.**

Mr. Maxey requested that Mr. Mantello contact the School Board informing them that CTUB intends to file a Preliminary Engineering Report with WV IJDC to apply for a $4 million Emerging Contaminants Grant through WVDEP and intends to provide service to the school in late 2027.

ii. August 27th Meeting with WV Department of Commerce

Mr. Mantello provided he will be attending an informational meeting at the proposed data center site with the WV Department of Commerce Data Economy Office, Ryan Stewart Development, Delegate Joe Funkhouser, Delegate Wayne Clark and Commissioner Mike Mood. He stated the 235 acres property has a 4-acre footprint for the proposed data center. Mr. Mantello will provide an update to the Board after the meeting.

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

iii. Presentation to JC Board of Education and Request Letter of Support

Mr. Mantello included a letter of support from the JC Board of Education received just prior to the meeting. He will provide the JC Board of Education with an update on the PER process and available grant funding as discussed earlier in the meeting. Mr. Maxey apologized and stated he should have brought his request to update the JC Board of Education under this agenda item and not the earlier item.

Action: **Motion made by Mr. Kratovil, second by Mr. Pierson, the Board unanimously approved the General Manager reaching out to the school board to clarify the funding source and independence of this project and the timeline.**

Consideration of Policy Protecting Homeowners from Mandatory Connection to Newly Extended Water and Wastewater Infrastructure

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved tabling the discussion until the Board hears back from the Charles Town City Council.**

Water and Sewer Alternate Mainline Extension Agreement for Augustine Manor – Draft

Mr. Mantello stated that Mr. Eckenrode and Mr. Markley are continuing to work on the capacity analysis for this project.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved tabling this item until the capacity analysis is completed.**

Locust Hill Pond Water Quality Pilot Program

Mr. Mantello provided the pilot program with UltraClear for the Locust Hill Pond water quality began last week and will extend through November 2026 to help mitigate the algae and vegetation problems. CTUB, the Locust Hill Golf Course and the Locust Hill HOA have split the costs associated with the pilot program. Mr. Mantello mentioned the Board can reevaluate after this initial pilot program to decide whether to extend on a yearly basis.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved accepting the pilot program as submitted.**

FY 2027 Capital Improvement Plan Update

Mr. Mantello provided a working draft plan to the Board and suggested scheduling workshop meetings with the Board and Engineer to finalize. He will also extend the workshop invite to the Public Service Commission.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, with discussions from the Board, to take this item off the agenda until a finalized draft is prepared by staff to present at a workshop meeting to discuss thoroughly. After much discussions, Mr. Pierson amended the motion, second by Mrs. Parker, the Board unanimously approved postponing discussions on the CIP until workshops scheduled in September with an invitation to the Public Service Commission.**

NEW BUSINESS

Collection System Project – Resolution No. 37 – CIF No. 29, Pay App No. 17

Mrs. Shultz provided the pay application for Resolution No. 37 – CIF Payment #29 in the amount of $225,234.09 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved Resolution No. 37.**

Collection System Project – Resolution No. 38 – CIF No. 30

Mrs. Shultz included the pay application for Resolution No. 38 in the amount of $7,340.40 for work completed.

Action: **Motion made by Mrs. Parker, second by Mr. Kratovil, the Board unanimously approved Resolution No. 38.**

Quote for Spare Sludge Transfer Pump for Digester at Charles Town Wastewater Treatment Plant Capacity Improvement Fee Annual Review

Mr. Mantello included a quote for a spare sludge transfer pump for the digester at the Charles Town wastewater treatment plant.

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved the quote as submitted.**

Capacity Improvement Fee Annual Review

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously tabled this discussion.**

MANAGER REPORTS

Utility Manager Report

Mr. Mantello briefed the Board on his monthly updates including the WV Rural Water Conference, WV Department of Commerce Annual Meeting, permit renewals, Huntfield service lateral root intrusion, corrosion inhibitor at water plant, cybersecurity at facilities, rate study kickoff, Collection System project, new wastewater hires, Kings Crossing maintenance agreement and an upcoming meeting with WV American Water.

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

Chairman Report

The Vice Chairman had no updates.

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

Engineering Report

Mr. Eckenrode briefed the Board on the numerous projects that GDF is working on including the membrane GAC pilot study, Locust Hill tank cleaning, corrosion inhibitor, Collection System Project, new Charles Town wastewater treatment plant design, Tuscawilla wastewater treatment plant, maintenance building, Greenfield force main, Asbury project, Flowing Springs pump station, asset management plan, ammonia sensors at the Charles Town wastewater plant, and the Potesta interview.

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

APPROVAL OF BILLS

August 12, 2026

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

August 26, 2026

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

EXECUTIVE SESSION

Update on WV PSC Cases- Possible Executive Session under the provision of W. VA Code §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 which is not considered a public record within the meaning of the freedom of information act as set forth in article one, chapter twenty-nine-b of the code.

Action: **Motion made by Mr. Pierson, second by Mr. Kratovil, the Board unanimously approved convening into Executive Session to discuss this item.**

Discuss Ongoing Official Investigation - Executive Session under the provision of W. Va. Code 6-9A-4(b)(7) - To plan or consider an official investigation relating to crime prevention or law enforcement.

Action: **Motion made by Mr. Kratovil, second by Mrs. Parker, the Board unanimously approved tabling this discussion until the attorney is present.**

Possible Executive Session under the provision of W. VA Code 6-9a-4(b) (8) - Internal Memoranda or Letters Received or Prepared by any Public Body

Action: **Motion made by Mr. Pierson, second by Mrs. Parker, the Board unanimously approved convening into Executive Session to discuss this item.**

The Board convened into executive session at 5:50 P.M.

The Board convened back into public session at 6:04 P.M.

Action: **Motion made by Mr. Kratovil, second by Mr. Pierson, the Board unanimously approved sending the letter reviewed by Counsel and the Board to Senator Shelley Moore Capito and in addition to the recipients copied on the letter, send to the Summit Point Motor Sports, WV American Water and the Ryan Stewart Development.**

ADJOURNMENT

There being no further business at this time, the Board adjourned the meeting.

Action: **Motion made by Mrs. Parker, second by Mr. Pierson, the Board unanimously approved to adjourn the meeting at 6:06 P.M.**

INFORMATION ONLY

The next regular meeting is scheduled for Wednesday, September 9, 2026 at 4:00 P.M. at 661 S. George Street.

John Maxey
Vice Chairman

Ashley Stottlemyer
Secretary

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1978: Daniel Shirkey Oath of Office - BZA

ATTACHMENTS:

- Oath of Office - Daniel Shirkey.pdf

CITY OF CHARLES TOWN, WEST VIRGINIA
BOARD OF ZONING APPEALS
OATH OF OFFICE

I, **DANIEL SHIRKEY,** 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, **DANIEL SHIRKEY,** do solemnly swear that I will faithfully discharge and perform the duties of the position of Board Member for the City of Charles Town Board of Zoning Appeals to the best of my skill, ability, and judgment according to law.

Daniel Shirkey

The above oath was taken and subscribed before the Deputy City Clerk on this 28th day of September 2026.

Carolyn Vezzosi
Deputy City Clerk

City Council
101 East Washington Street
Charles Town, WV 25414

Meeting: 10/05/26
Department: City Council
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1979: Colin Stine Public Comment Letter

ATTACHMENTS:

- Public Comment - Stine.pdf

My name is Colin Stine. I live at 7633 Flowing Springs Road. My concern is that this council has not done due diligence. The council may be setting up the town for a massive liability claim.

The proposed pipeline sets up a direct connection to the area where the old 3M chemical factory was. The area is contamiated with vinyl chloride. The contaminating toxin, vinyl chloride, moves. Slowly in the ground but it does move Vinyl chloride is a a potent carcinogen. It is many times more potent than glyphosphate aka Roundup. ~~The carcinogen effects are even~~

~~at very low levels. But those effects are minor.~~ Vinyl chloride kills mammals. It kills rat at low levels. The levels are low enough and the deaths are so agonizing that testing how fast and how low levels would kill a cat or dog was considered unethical and never performed. Vinyl chloride kills.

~~The~~ The potential liability is that this pipeline will provide a direct route for this killer toxin to leave the old 3M factory property and enter into ~~the~~ the drinking ~~water~~ of millions of people in Maryland, Virginia ~~and~~ West Virginia and Washington DC.

I ask you to place your approval on hold until you have completed your due diligence and assessed ~~your~~ the town's potential liability