# CITY OF CHARLES TOWN
## CITY COUNCIL
## AGENDA • NOVEMBER 16, 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**

: **2026-2138:** City Council Meeting Minutes - November 2, 2026
City Council Meeting Minutes - November 2, 2026 draft.pdf

**3. PUBLIC COMMENT**

**4. WARD REPORTS**

**5. MAYOR'S REPORT**

**6. COMMITTEE REPORTS**

: **2026-2139:** Finance Commttee Meeting - November 10, 2026
FinanceCommitteeReport_10_Nov_2026_rmt.pdf

: **2026-2140:** Board of Parks and Recreation Meeting - October 12, 2026
September_2026_Meeting_Minutes.pdf
Parks and Rec Report October 2026.pdf

**7. CITY MANAGER REPORT**

: **2026-2141:** City Manager's Report - November 16, 2026
City Manager's Report - November 16th.pdf

**8. POLICE CHIEF REPORT**

**9. UNFINISHED BUSINESS**

: **2026-2090: Public Hearing**: TXA2026-01 - Flood Control Ordinance - Second Read

: **2026-2156: Second Reading**: TXA2026-01 - Flood Control Ordinance
1._Report - Flood Plain.pdf
Article 1741 - Flood Control.pdf
Resolution - Floodplain Management.pdf

**10. NEW BUSINESS**

: **2026-2089:** BR2026-08 – Norborne Glebe Phase 16 – Bond Initiation
1. Staff Report.pdf
2. Application.pdf

3. KH Review.pdf
4. Bond Estimate.pdf

: **2026-2175: ANX2025-02** - 330 Southerly Lane - Annexation - First Read
1. Staff Report.pdf
2. Application.pdf
3. Signed Petition.pdf
4. Survey.pdf
5. Metes and Bounds.pdf

: **2026-2142:** Greenway Engineering Proposals for Watersheds
7037.07P2 Proposal Watershed #1 110626-GE Signed.pdf
7037.07P2 Proposal Watershed #2 110626-GE Signed.pdf
7037.07P2 Proposal Watershed #4 110626-GE Signed.pdf
7037.07P2 Proposal Watershed #5 110626-GE Signed.pdf
7037.07P2 Proposal Watershed #6 110626-GE Signed.pdf
7037.07P2 Proposal Watershed #7 110626-GE Signed.pdf
7037.07P2 Proposal Watershed #8 110626-GE Signed.pdf
7037.07P2 Proposal Watershed #9 110626-GE Signed.pdf
7037.07P2 Proposal Watershed #10 110626-GE Signed.pdf

: **2026-2143:** Vacant Structure Appeal - 214 W. Congress Street
214 W Congress vacant building appeal.pdf

: **2026-2170:** Vacant Structure Appeal - 219 W. Liberty Street
Vacant Building Appeal 219 W LIberty 2026.pdf

: **2026-2144:** FY2027 Build Grant Opportunity
Full Package Submitted.pdf

: **2026-2145:** Proclamation - Wreaths Across America
Wreath Across America Proclamation.pdf

: **2026-2147:** Article 1759 Vacant Buildings Discussion
2026-003 - Article 1759 Vacant Buildings - signed.pdf

: **2026-2154:** ClearGov Software Presentation

: **2026-2157:** Transfer of Shenandoah Cable Television Franchise Agreement to Shentel Assest Identity I
Charles Town WV - Shentel Franchise Assignment Notice_ck.pdf

: **2026-2173:** December Holiday Council Schedule - Proposed Cancellation of December 21st Council Meeting
2026_Council_Meeting_Schedule.pdf

: **2026-2174:** HdL Services Overview
HDL Administrative Services Summary.pdf

## 11. REFERRALS TO COMMITTEES/COMMISSIONS

## 12. APPROVAL OF BILLS

: **2026-2146:** Payment of Bills - November 16, 2026

GEN FUND COUNCIL REPORT 2026-11-16.pdf
PARKS N REC COUNCIL REPORT 2026-11-16.pdf
CAPITAL RESERVE COUNCIL REPORT 2026-11-16.pdf

**13. ADJOURNMENT**

**14. INFORMATION ONLY - NEXT MEETING, Monday, December 7, 2026, at 7:00PM**

: **2026-2158:** General Fund Expense Report - Table Drop November 2, 2026
11-02-25 GEN FUND Marlin Leasing.pdf

: **2026-2159:** Resolution Supporting the Expansion of the Shenandoah Valley Battlefields National Historic District to Include Jefferson County, West Virginia
2026-009 - Resolution Supporting the Expansion of the Shenandoah Velley Battlefields National Historic District to Include Jefferson County, West Virginia.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: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2138: City Council Meeting Minutes - November 2, 2026

**ATTACHMENTS:**

- City Council Meeting Minutes - November 2, 2026 draft.pdf

# CITY OF CHARLES TOWN

**CITY COUNCIL**

**MINUTES • November 2, 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 | Remote | |

Ms. Alissa Meeks, Assistant City Manager; Ms. Stephanie Grove, City Attorney; Ms. Lori Nice, Finance Director; Mr. James Newman, City Planner; Mr. Stephen Galleher, Operations Director; Mr. Corey Lewis, Code Compliance Officer; 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

2026-2080: City Council Meeting Minutes - October 19, 2026

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

## 3. PUBLIC COMMENT

No one signed up for public comment.

## 4. WARD REPORTS

Ward 1

Mr. Kratovil had nothing to report.

Ms. Ricketts had nothing to report.

Ward 2

Mr. Hynes had nothing to report.

Mr. Tester reported that he attended the Finance Committee and Personnel Committee meetings.

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Ward 3

Mr. Hartman encouraged everyone to vote on November 3, 2026.

Mr. Roth had nothing to report.

Ward 4

Ms. Smith had nothing to report.

Ms. Sugrue reported that she volunteered at the Harvest Table event.

## 5. MAYOR'S REPORT

2026-2109: Mayor's Report - November 2, 2026

Mayor George reported that he attended the following:

- Walks About Nothing
- Charles Town Utility Board meetings
- Grant meeting
- Shenandoah Valley Battlefield Foundation luncheon
- Personnel Committee meeting
- Plant Bingo
- Perry Farm Annexation meeting
- West Virginia Municipal League Board meeting
- The Harvest Table event

## 6. COMMITTEE REPORTS

2026-2103: Personnel Committee Meeting - October 21, 2026

Ms. Sugrue presented an oral report on the Personnel Committee meeting.

2026-2081: Finance Committee Meeting Minutes - October 27, 2026

Mr. Hynes reviewed the Finance Committee report.

## 7. CITY MANAGER REPORT

2026-2082: City Manager's Report - November 2, 2026

Ms. Meeks reviewed the City Manager's Report.

## 8. POLICE CHIEF REPORT

Chief Kutcher reported that promotions have been finalized. Lieutenant Manning has been promoted to Captain and Sargeant Newlin has been promoted to Lieutenant. Starting in December there will be a vacancy in the sergeant and corporal positions.

## 9. UNFINISHED BUSINESS

2026-2083: Community Grant Policy Review

Mr. Kratovil moved to approve the Community Grant Policy. Mr. Hartman seconded the motion, and it passed by an 8-0 vote.

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| | |
|---|---|
| **RESULT:** | **APPROVED [8-0]** |
| **MOVER:** | James Kratovil |
| **SECONDER:** | Nathanael Hartman |
| **AYES:** | George, Kratovil, Ricketts, Hynes, Tester, Hartman, Smith, Sugrue |
| **ABSENT:** | Roth |

2026-2084: Updated Opioid Fund Resolution

Mayor George moved to Table this agenda item. Mr. Tester seconded the motion, and it passed by unanimous vote.

| | |
|---|---|
| **RESULT:** | **TABLED [UNANIMOUS]** |
| **MOVER:** | Micheal George |
| **SECONDER:** | Kevin Tester |
| **AYES:** | George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith, Sugrue |

2026-2085: City Service Fee on New Construction Discussion - Possible Executive Session

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

Mr. Hartman moved to enter into Executive Session for legal advice. Mr. Tester seconded the motion, and hearing no objections, Mayor George declared the council in Executive Session.

Mayor George declared the council out of Executive Session.

There was no action taken on this agenda item.

## 10. NEW BUSINESS

2026-2088: ANNX2026-01 : Perry Property/Hill Farm Annexation Request - First Read

Mr. Hynes moved to approve the first reading of the Perry Property/Hill Farm Annexation request with the properties being zoned Urban Reserve. Mr. Hartman seconded the motion, and it passed by unanimous vote.

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

2026-2086: Vacant Structure Appeal - W. Washington Street

Ms. Ricketts moved to waive the requirement to register as a vacant structure for properties located at 213-215 W. Washington Street to a date of July 1, 2026. Ms. Sugrue seconded the motion, and it failed by a 4-5 vote.

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| | |
|---|---|
| **RESULT:** | **FAILED [4-5]** |
| **MOVER:** | Elizabeth Ricketts |
| **SECONDER:** | Andie Sugrue |
| **AYES:** | George, Kratovil, Ricketts, Sugrue |
| **NAYS:** | Hynes, Tester, Hartman, Roth, Smith |

Mr. Hynes moved to waive the requirement to register as a vacant structure for 90 days. Ms. Ricketts seconded the motion, and it failed with a 4-5 vote.

| | |
|---|---|
| **RESULT:** | **FAILED [4-5]** |
| **MOVER:** | Jeff Hynes |
| **SECONDER:** | Elizabeth Ricketts |
| **AYES:** | George, Ricketts, Hynes, Sugrue |
| **NAYS:** | Kratovil, Tester, Hartman, Roth, Smith |

Mr. Kratovil moved to grant the appeal waiver due to the building being occupied according to how the ordinance is written. Ms. Ricketts seconded the motion, and it passed by a 5-4 vote.

| | |
|---|---|
| **RESULT:** | **APPROVED [5-4]** |
| **MOVER:** | James Kratovil |
| **SECONDER:** | Elizabeth Ricketts |
| **AYES:** | George, Kratovil, Ricketts, Hynes, Sugrue |
| **NAYS:** | Tester, Hartman, Roth, Smith |

2026-2087: Vacant Structure Appeal - 130 E. North Street

Mr. Hynes moved to grant the appeal waiver for 130 W. North Street due to not meeting the requirements of a vacant structure. Mr. Roth seconded the motion, and it passed by an 8-1 vote.

| | |
|---|---|
| **RESULT:** | **APPROVED [8-1]** |
| **MOVER:** | Jeff Hynes |
| **SECONDER:** | Alden Roth |
| **AYES:** | George, Kratovil, Ricketts, Hynes, Tester, Hartman, Roth, Smith |
| **NAYS:** | Sugrue |

2026-2100: License Plate Readers (LPR) and Flock Cameras Discussion

After discussion it was agreed that this agenda item will be placed on the January 19, 2027, agenda for further discussion.

2026-2101: Appointments to the Building Code Appeals Board

Ms. Ricketts moved to appoint Mr. Matt Printz to a three-year term on the Building Code Appeals Board. Mr. Hartman seconded the motion, and it passed by unanimous vote.

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

Mr. Hartman moved to appoint Mr. Gary Hite to a 3-year term on the Building Code Appeals Board. Mr. Roth seconded the motion, and it passed by unanimous vote.

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

Mr. Kratovil moved to appoint Mr. Ian Cozens to a two-year term on the Building Code Appeals Board. 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 |

2026-2104: Resolution and Support for the Shenandoah VALOR Act

Mr. Kratovil moved to approve the Resolution Supporting the Expansion of the Shenandoah Valley Battlefields National Historic District to Include Jefferson County, WV. Mr. Hynes seconded the motion, and it passed by unanimous vote.

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

## 11. REFERRALS TO COMMITTEES/COMMISSIONS

There were no referrals to committees or commissions.

## 12. APPROVAL OF BILLS

2026-2102: Payment of Bills - November 2, 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 were any objections to adjourning the meeting. Here none, the meeting was adjourned.

**14. INFORMATION ONLY - NEXT MEETING, Monday, November 16, 2026, at 7:00PM**

2026-2105: Good Neighbor Letter to Governor Morrisey

2026-2106: City of Charles Town Police Department Monthly Statistical Report - September

2026-2107: Ordinance Committee Report - October 15, 2026

2026-2108: Charles Town Utility Board (CTUB) Minutes

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**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2139: Finance Commttee Meeting - November 10, 2026

**ATTACHMENTS:**

- FinanceCommitteeReport_10_Nov_2026_rmt.pdf

City of Charles Town Finance Committee Report
10 November 2026 Meeting

Drafted by: Jeff Hynes - Chair

## Call to Order 12:01PM

1. **Persons present:** Finance Committee Members: Councilman Nate Hartman, Councilman Kevin Tester, Councilman Jeff Hynes; Interim City Manager Alissa Meeks, Finance Director Lori Nice

## 2. Unfinished Business

### 2026-2126: CIP/Budget Preparation

ClearGov presentation scheduled for City Council.

***Recommendations to the City Council: Instruct staff to work with the Finance Committee and ClearGov to finalize a contract.***

### 2026-2127: Financial Policy Update

Meetings with Brown & Edwards have begun, they will be on site 11/18 -11/20 to meet key staff members and members of the Finance Committee. Director Nice reports that we have already seen benefits in the form of improved internal controls and processes.

***Recommendations to the City Council: None, information only***

### 2026-2128: TIF District Discussion

No update expected until early 2028. We have requested staff keep the committee up to date on the status of collecting assessment data for the proposed district.

***Recommendations to the City Council: None, information only***

### 2026-2129: TIF District Discussion

Staff and committee members continue to work through the analysis. Staff have worked with Paypoint HR to clarify questions and concerns. Staff are also working to separate CTPD into its own scale. We hope to bring back a full analysis of the proposed options, and their impact on salaries/staffing over the next 5 years, soon.

***Recommendations to the City Council: None, information only***

## 3. New Business

**2026-2130, 2131: License Fee/B&O Fee Waiver Request – Possible Executive Session**

No requests.

***Recommendations to the City Council: None, information only***

## 4. Finance Director Report

**2026-2132: HDL Report**

The $49,750.00 credit from 2024 has been fully repaid. Going forward all invoices will be a full cost.

Director Nice will provide a summary of the proposed administrative services agreement with HdL later in the meeting. All questions asked by the committee at our prior meeting where answered.

***Recommendations to the City Council: Instruct staff to work with the Finance Committee and HdL, to finalize a contract for administrative services.***

**2026-2133,2134,2135: August 2026 General Fund/Capital Fund/P&R Budget Update**

Everything is on track at this point in the year.

***Recommendations to the City Council: None, information only***

**2026-2136 August 2026 Account Balance Update**

Everything is on track at this point in the year.

***Recommendations to the City Council: None, information only***

**Meeting adjourned at 1:02PM**

**Next Scheduled Finance Committee meeting December 12, 2026, 12:00PM.**

Prepared for: Charles Town, WV

Tax & Fee Administration Services

October 2026

HdL Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
Jason Portt
T: 678.371.1252
E: jportt@hdlcompanies.com

Thank you for the opportunity to present this proposal for HdL's Services:

- HdL Business & Occupation (B&O) Tax and Business License Administration Services
- HdL Hotel/Motel (Lodging) Tax Administration and Rolling Audit Services
- HdL Short-Term Rental Administration Services
- HdL Short-Term Rental Identification & Monitoring Services
- HdL Utility Tax Administration Services
- HdL Court Payment Plan Collection Services
- HdL B&O Tax Discovery/Compliance Services

Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined when a signed agreement is received. Implementation typically takes 60 to 90 days from project kickoff to go-live.

This proposal is valid if signed by **December 31, 2026.** Should you have any questions, please contact me at 678.371.1252 or by email at jportt@hdlcompanies.com.

## Tax and Fee Services

| Service | Compensation |
|---|---|
| B&O Tax and Business License Administration (approx. 1,200 accounts) | $15.00 per processed account + CPI |
| Hotel/Motel (Lodging) Tax Administration (includes rolling audits; approx. 3–5 establishments) | $1,000.00/hotel/year + CPI |
| Short-Term Rental Administration | $15.00 per processed account + CPI |
| Short-Term Rental Identification & Monitoring | $5,000 + CPI |
| Utility Tax Administration (approx. 25–30 active accounts) | $15.00 per processed account + CPI |
| Court Payment Plan Collections | $15.00 per processed account + CPI |
| B&O Tax Discovery/Compliance | 40% contingency of newly discovered revenue |
| Implementation Fee | $15,000 (waived if all services are signed by December 31, 2026) |

## Estimated Annual Cost

| Service | Basis | Estimated Annual Cost |
|---|---|---|
| **Hotel/Motel (Lodging) Tax Administration, audits included** | $1,000/hotel/yr x approx. 3-5 hotels | $3,000 - $5,000 + CPI |
| **B&O Tax and Business License Administration** | $15/processed account x 2 processings/yr ($30/account/yr) x approx. 1,200 accounts | $36,000 + CPI |
| **Utility Tax Administration** | $15/processed account x approx. 25-30 accounts | $375 - $450 + CPI |
| **Short-Term Rental Identification & Monitoring** | flat annual | $5,000 + CPI |
| **Short-Term Rental Administration** | $15/processed account | To be determined once account counts are confirmed |
| **Court Payment Plan Collections** | $15/processed account | To be determined once account counts are confirmed |
| **Estimated Annual Recurring Total (items with counts)** | | **$44,375 - $46,450 + CPI** |
| **B&O Tax Discovery/Compliance** | 40% contingency on newly discovered revenue | Contingency only |
| **Implementation Fee** | one-time | $15,000 (waived if all services are signed by December 31, 2026) |

*Estimates are based on approximate account counts provided by the City and will be finalized once exact counts are confirmed.*

Payment transactions are subject to typical payment processing and return payment fees. HdL supports both agency-funded (fees paid by City) and convenience fee (fees paid by taxpayer) models. Consistent with the City's stated preference, this proposal assumes a convenience fee model, under which card and payment service fees are passed through to the customer and are not charged to the City. Three (3) year agreement term. ***The rates listed above are based on all services being selected. Any adjustments to the selection of services would result in a new price proposal.***

## HDL B&O TAX AND BUSINESS LICENSE ADMINISTRATION SERVICES
## General Scope of Services

**Business & Occupation (B&O) Tax and Business License Administration**

The B&O Tax and Business License Administration Service provides a turnkey approach for local governments that need assistance with administering B&O taxes and business licenses. Our team of experts can manage all or parts of the business tax operations conducted by the City. When combined with the Compliance Management services, the City receives the benefit of increased revenues and superior customer service, while reducing internal costs and gaining efficiencies.

HdL will transfer the City's existing databases as they relate to B&O tax and business license into HdL's internal administration tools, including a load of the City's available historical account data. HdL will serve as the system of record for the City's B&O tax and business license registry, will maintain the data, and will provide access to and copies of data or reports at the City's request. While access to online systems will be available for the City to use at their discretion, the City will not be required to use or maintain any software in-house for managing the B&O tax and business license registry.

**Renewal Processing –** Send active B&O tax and business license accounts a renewal notice within 45 days of the renewal period ending. Renewal and filing mailings will be aligned with the City's current collection periods (May and December). Accounts will receive all applicable forms necessary to complete the renewal process.

**New Account Processing –** HdL will process any new business license applications and B&O tax registrations and complete the new account registration process in a timely fashion. HdL will also facilitate intra-City departmental approvals such as zoning, code compliance, fire inspection, and other regulatory-related functions.

**New Business Concierge –** HdL will serve as a single point of contact for new businesses, guiding them through the City's business license and B&O tax requirements, assisting with the completion of required forms, and coordinating any required City departmental approvals so that new businesses can open with confidence.

**Delinquent Account Processing –** HdL will endeavor to collect delinquent accounts through a series of City-approved processing methods. This will include at minimum two follow-up delinquent notices and up to two telephone calls. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices. Accounts that remain delinquent will be processed through the City-approved processes established in HdL's collections component of the Compliance Management Program.

**On-Line Filing & Payment Processing –** HdL registers a City-approved domain name which will serve as the starting point for all web-based activities. This City specific site is designed to look and feel like the City's own web pages and ensures a level of continuity between the business community, the City, and HdL.

With HdL Flex File, businesses can choose to file their new business registration, renew their license, file B&O tax returns, and make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

**Payment Posting/Processing –** HdL will process all payments received in an expedited manner. Accounts will be updated daily with payment information and revenues to be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and City needs. HdL's payment acceptance process accepts the following payment types:

- Check / Money Order / Cashier's Check
- E-Check
- Debit Cards
- Credit Cards (Visa, Mastercard, Discover, & American Express)
- Check by Phone

HdL currently utilizes multiple payment gateway providers for on-line payment acceptance. HdL will work with the City to determine which provider, rate structures, and card types meet the City's needs. HdL can also utilize the same provider and process used by the City's current on-line functionality.

**Business Support Center –** HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via e-mail, fax, and via the Business Support Center On-Line. HdL constantly monitors quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.

**Walk-In Support –** Taxpayers who visit City Hall in person will be assisted at the City's counter by City staff. HdL supports the City's counter through its call center, providing City staff and walk-in taxpayers with phone and online assistance, including access to HdL's online portal and a direct connection to an HdL license specialist by phone. HdL services are delivered remotely; HdL does not provide on-site staff.

**Monthly Reports –** HdL will provide the City with monthly reports demonstrating account activity, payments and disbursements, delinquencies, and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard reports with custom reports as needed to meet the City's requirements.

**Public Records Requests –** HdL will assist the City in responding to public records requests, including requests made under the West Virginia Freedom of Information Act, related to B&O tax and business license records maintained by HdL, providing requested data and documentation to the City in a timely manner and in accordance with applicable confidentiality requirements.

## HOTEL/MOTEL (LODGING) TAX ADMINISTRATION
## General Scope of Services

**Ongoing Administration and Rolling Audits**

HdL's hotel tax administration (HTA) service goes beyond scheduled cyclical audits, providing compliance monitoring of each return as it is filed while unburdening the City from the day-to-day administration of the HTA revenue program. Continual monitoring of returns is the optimal way to increase compliance while maintaining positive relations with the City's lodging providers.

For the City of Charles Town, HdL's HTA service includes both (1) the ongoing, day-to-day administration of the City's hotel/motel tax and (2) a rolling program of compliance audits under which each lodging establishment in the City is audited on a rolling three-to-five-year cycle. Both components are included in the annual per-hotel fee.

The program is education focused, ensuring that lodging providers are clear on reporting requirements and methodology. HdL's tax administration professionals are available as needed to support both the City's team and the City's lodging providers. The City is kept up to date, with 24x7 online access to HdL's client portal containing real time access to registration and filing data, and management reporting. HdL's HTA administration service incorporates all of the following:

**Tax Registration Database Management –** HdL will transfer the City's existing databases as they relate to HTA into HdL's internal administration tools. HdL will maintain the data, software, online filing portal for lodging providers, and online client portal for the City.

**Return Processing –** HdL will process HTA filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the filing process.

**New Account Processing –** HdL will process any new HTA registrations for lodging establishments that change hands or newly offered properties.

**Payment Posting / Processing –** HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.

**On-Line Filing & Payment Processing –** With input from the City, HdL crafts a customized website and domain for the City's taxpayers to submit online forms, returns, and payments along with other customer support related items.

**Compliance Monitoring & Rolling Lodging Provider Audits –** HdL will ensure accurate filings of HTA returns by consistently monitoring returns and educating lodging providers on filing requirements. HdL will also conduct rolling compliance audits of each lodging establishment in the City, scheduled as mutually agreed to by the City and HdL, ensuring every establishment is audited at least once every three to five years. Each lodging provider audit includes the following steps:

- **Audit Notification and Scheduling –** Lodging establishments selected under the approved audit schedule are notified in writing of a scheduled compliance audit. A detailed description of the requirements and relevant documentation required for the audit is provided 2 weeks in advance of the proposed audit date, and every effort is made to accommodate rescheduling requests.

- **Compliance Analysis and Audit –** HdL reviews the establishment's financial records, including reported room revenue and any exemptions claimed, to determine compliance with the City's hotel/motel tax.
- **Audit and Compliance Report –** Upon completion of the audit, and prior to additional actions, a compliance report indicating the results of the review, recommended future actions, and supporting documentation is generated and reviewed with the City.
- **Deficiency and Commendation Notification –** Establishments found to have deficiencies are notified of the findings as well as the payment and appeal processes, and HdL educates them on proper future filing procedures. Establishments found compliant are sent a commendation letter thanking them for their compliance.
- **Invoicing and Collections –** Underreported amounts are invoiced through the standard City-approved collections process, and balances are collected and remitted to the City along with supporting documentation.

**Reports –** HdL's HTA administration service includes a variety of standard reports demonstrating account activity and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard service with custom reports as needed to meet the City's requirements.

**Progress Payments –** HdL's HTA administration service, including rolling audits, is billed monthly based on activity completed during the prior month.

**Customer Support Center –** HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our tax specialists. Lodging providers will also have access to support via e-mail, fax, and the online Business Support Center.

**Annual Audit Plan –** During implementation, HdL gathers all the historical data available from the City and leverages internal data sources and expertise to provide an analysis of all lodging providers, along with a recommended rolling audit schedule covering every lodging establishment over a three-to-five-year cycle. This allows HdL to work cooperatively with the City to identify the entities that require attention first. HdL works directly with the City to ensure consensus on the audit schedule for the program.

## SHORT-TERM RENTAL ADMINISTRATION
## General Scope of Services

The Short-Term Rental (STR) Program provided by HdL takes a unique approach in ensuring compliance and educating lodging providers, including short-term rental hosts (STR Hosts), in hotel/motel (lodging) tax regulations and filing procedures, regulatory permits and licensing, and other City specific goals and objectives. HdL's program involves a modular, customer service centric approach, which reduces City administrative costs and provides the City with assurances of future compliance and reporting practices from the City's short-term rental lodging industry.

HdL's modular approach starts with a detailed analysis of STR listings on a variety of published methods, including Airbnb, HomeAway, VRBO, etc. This process creates a full inventory of short-term rentals within the City's prescribed geographic boundary, including the full name of the owner and the physical address of the unit. Each STR is tracked and updated nightly with valuable data that can include items such as number of nights rented, average occupancy rates, room rates, as well as trend and usage reporting.

Following identification, HdL conducts a targeted education and compliance campaign designed to inform STR Hosts of their obligations to file and remit taxes and other requisite licenses and permits as may be needed. Each lodging provider is provided a full overview of the requirements and how to best comply both in the present and the future. During the registration process, HdL offers a variety of support options to the community including online filing, file-by-phone, email, and registration via standard mail. HdL tax and license specialists are available throughout the process to provide support to the STR community and to assist in the registration process.

Once registered, accounts move into a standard administration process. HdL manages the filing of tax returns and other prerequisites on a quarterly or monthly basis, depending on City requirements. This includes mailing of tax returns, processing of payments, customer support, delinquency follow up, and the development and management of an online portal for registration, filing, payments, and other support related needs.

**Charles Town Short-Term Rental Policy Direction**

The City's ordinance currently prohibits short-term rentals, while West Virginia state code allows them. HdL's STR administration program is designed to support whichever policy direction City Council selects:

- **Registration and Collection –** Should the City elect to permit short-term rentals, HdL will register STR operators and administer the filing, remittance, and collection of applicable taxes through the standard administration process described above.
- **Enforcement Support –** Should the City maintain its current prohibition, HdL will use back-tax billing of identified STR activity to support the City's enforcement efforts, and will provide documentation and reporting to City staff.

HdL will configure the program to the direction selected by City Council during implementation.

## SHORT-TERM RENTAL IDENTIFICATION AND MONITORING
## General Scope of Services

HdL compiles a list of all actively posted short-term rentals available from a wide array of sources. Lists are compiled and aggregated to accommodate duplicate listings from various sites. Identification and monitoring data will support either the registration and collection or the enforcement approach described in the Short-Term Rental Administration section of this proposal. During the identification and monitoring process, HdL will:

- Scan over 20 different rental sites, including global aggregators like HomeAway/VRBO, Airbnb, Turnkey.com, and Booking.com, national aggregators like Vacasa and small, local property management firms.
- Match listings to specific parcels using GIS and property tax assessor data.
- Create comparison reports to determine which properties may already be compliant or registered and paying taxes.
- Provide a visual map of all listings within the City.
- Record listing details such as start date, various sites linked to, and other information necessary for documenting evidence of STR activity.
- Continually monitor activity to identify and record new listings and closures to ensure accurate real-time identification and monitoring.

**Education, Registration, and Compliance**

Using the list of active STR listings, HdL conducts a series of City-approved education-based programs ranging from mailers to direct phone contacts. Each packet contains all the information necessary to obtain registration and comply with local requirements. HdL assists STR hosts throughout the program with information and support with all aspects of becoming compliant. During this program, HdL will:

- Validate listings to ensure proper identification and filter out records that may lead to erroneous contacts.
- Notify non-compliant entities with a series of education-based packets designed to garner compliance.
- Provide a support center for assistance with general questions, support, and assistance with filing and paying returns.
- Provide an online portal with links to FAQs, education packets, and support for registering, filing returns, and making payments online.
- Follow up with non-compliant accounts to obtain registration.
- Work with the City to identify additional requirements and ensure collection of data necessary to enforcement procedures.
- Establish optional implementation items such as amnesty programs, back tax and penalty provisions, and other pre-registration programs.

## UTILITY TAX ADMINISTRATION
## General Scope of Services

The Utility Tax Administration Service provides a turnkey approach for local governments that need assistance with administering utility taxes. Our team of experts can manage all or parts of the utility tax operations conducted by the City, allowing City staff to focus on core responsibilities while HdL handles day-to-day administration, taxpayer support, and reporting. Compensation is based only on active accounts processed; inactive accounts are not billed.

**Registration and Account Setup –** HdL will establish and maintain a registry of all utility providers subject to the City's utility tax, including account setup for each active provider, verification of contact and remittance information, and the processing of any new utility tax registrations.

**Historical Data Conversion –** HdL will convert the City's existing utility tax account and payment history from the City's current systems, Tyler and PSI, into HdL's internal administration tools. Successful conversion will require the City's cooperation, and the cooperation of the City's current vendors as needed, in exporting historical data in a usable format. HdL will validate converted data with City staff prior to go-live. While access to online systems will be available for the City to use at their discretion, the City will not be required to use or maintain any software in-house for managing the utility tax registry.

**Filing and Remittance Processing –** HdL will process utility tax returns and remittances on the filing schedule established by City ordinance. Returns will be reviewed for completeness and accuracy, and accounts will be updated with filing and payment information. Revenues will be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase.

**On-Line Filing & Payment Processing –** Utility providers will have access to HdL's City specific online portal to file returns, make payments, and obtain copies of forms and filing history. HdL accepts the payment types described in the B&O Tax and Business License Administration Services section of this proposal.

**Delinquency Notices –** HdL will identify late, missing, and underpaid filings and will follow up with delinquent accounts through a series of City-approved notices and telephone contacts. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices.

**Reporting –** HdL will provide the City with standard reports demonstrating account activity, filings, payments, delinquencies, and revenue trends by provider. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard reports with custom reports as needed to meet the City's requirements.

**Taxpayer Support –** HdL will provide utility providers with multiple support options for registering, filing returns, making payments and for general inquiries, including a toll-free number to access one of our tax specialists, e-mail, and the online Business Support Center.

## COURT PAYMENT PLAN COLLECTIONS
## General Scope of Services

HdL's Court Payment Plan Collections service assists the City with court payment plan accounts that have become delinquent or non-paying. The City will continue to establish and administer its court payment plans; HdL will support the City by pursuing past-due balances on accounts referred by the City. The City currently has approximately $146,000 outstanding across its payment plans, with approximately one to five new plans established each month.

**Account Referral and Onboarding –** During implementation, HdL will work with the City to establish a process for referring delinquent and non-paying payment plan accounts to HdL, including the information required for each account (contact information, plan terms, payments to date, and balance owed). Referred accounts will be loaded into HdL's internal administration tools and reconciled with City records.

**Notices and Outreach –** HdL will contact referred accounts through a series of City-approved communication methods, including mailed notices, telephone calls, and email, to inform them of their outstanding balance, the terms of their payment plan, and their options for bringing the account current. HdL will make every effort to ensure that all communications are kept at a professional level, maintaining a careful balance between collection, tactfulness, and sensitivity.

**Payment Processing –** HdL will process payments received on referred accounts through mail, online, and phone payment options. Accounts will be updated with payment information, and collected revenues will be remitted to the City net applicable fees at an interval to be agreed to during the project planning phase, along with payment detail the City can use to update its court records.

**Reporting –** HdL will provide the City with regular reports showing referred accounts, contacts made, payments received, balances outstanding, and any accounts returned to the City.

**Customer Support –** Individuals with referred accounts will have access to HdL's toll-free support line and online portal for questions about their balances and payment options.

**Collection Remedies –** Collection remedies will be limited to those permitted by West Virginia law and City ordinance. HdL is currently researching the availability of liens on delinquent court payment plan balances; wage garnishment is likely not permitted. HdL will review available remedies with the City and will pursue only those approved by the City.

## HDL B&O TAX DISCOVERY/COMPLIANCE SERVICES
## General Scope of Services

HdL offers robust solutions for managing compliance of municipal B&O Taxes and their related functions. HdL is ever mindful of the important role that customer service plays in the successful implementation of a compliance and revenue collection program. Therefore, HdL will make every effort to ensure that all communications with the City's business community are kept at a professional level maintaining a careful balance between compliance, revenue collection, tactfulness, sensitivity, and taxpayer education.

**B&O Tax – Revenue Discovery**

**Enriched Data Portfolio / Lead Identification –** Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

**Exception Resolution –** Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

**Compliance Communication and Outreach –** Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City-approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

**Business Support Center –** HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

**Business Support Center – Online –** Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With HdL Flex File, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

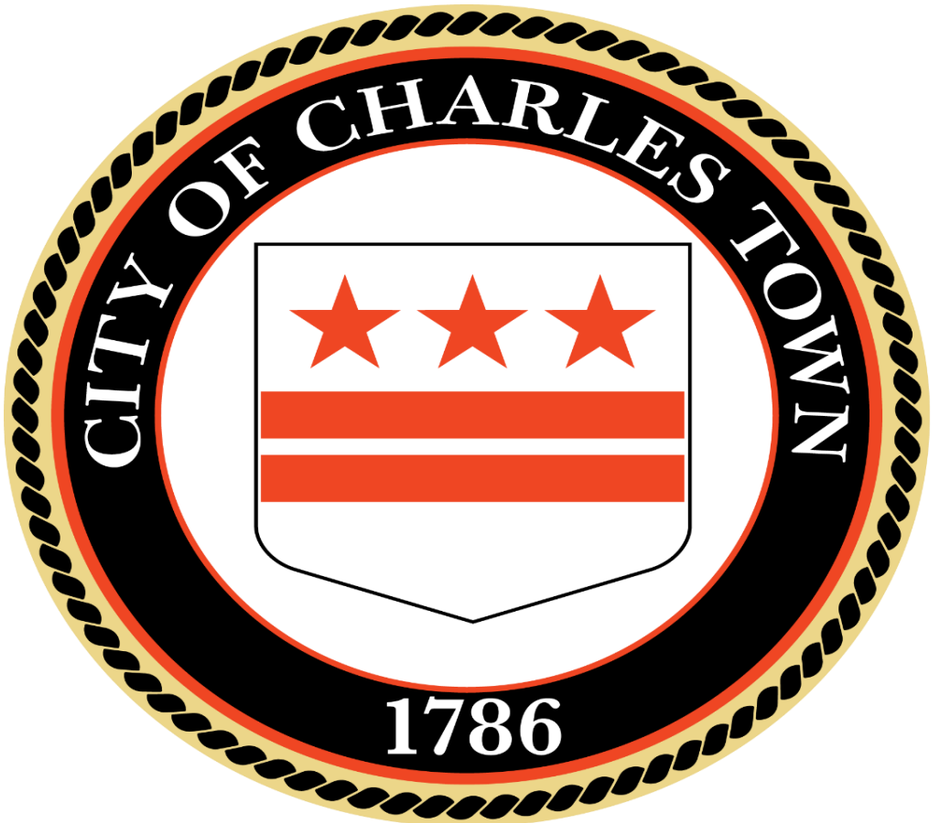
**Document Submission / Processing –** Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy

prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

**Invoicing –** Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

**Registry Update –** Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

**Pricing –** The fee for B&O Tax Discovery/Compliance services is 40% contingency of newly discovered revenue.




# FY 2026-2027
# General Fund Budget

**(Includes 2.7% COLA & 2.5% Merit Salary Increases)**

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | |
| 300-050 Unassigned Fund Balance (Carryover) | 2,208,120 | | 2,208,120 | (0) | 100% | Estimated carryover balance for fiscal year ending 2026 | Increased carryover to reflect actual balance as of 6/30/26 |
| 301-010 Taxes - Ad Valorem | 2,021,996 | 59,142 | 1,189,627 | 832,369 | 59% | Property taxes | |
| 301-060 Supplemental Taxes | 40,000 | 4,606 | 22,243 | 17,757 | 56% | Property taxes owed from previous years, but paid in the current fiscal year | |
| 302-000 Interest and Penalty | 10,000 | 1,547 | 5,732 | 4,268 | 57% | Interest and penalties on property taxes | |
| 303-000 Gas & Oil Severance Tax | 20,000 | 29,122 | 29,122 | (9,122) | 146% | 5% severance tax on gross receipts at the well head of oil and natural gas | |
| 304-000 Utility Tax (2%) | 300,000 | 59,948 | 122,222 | 177,778 | 41% | Public utility services taxes | |
| 305-000 Business & Occupation (B&O) Tax | 2,056,946 | 40,325 | 1,129,456 | 927,490 | 55% | B&O taxes as well as estimated receipts from HDL collections service efforts | |
| 306-000 Liquor Tax | 25,000 | | 8,176 | 16,824 | 33% | Tax on purchase of intoxicating liquors | |
| 307-000 Animal Control Tax | 1,600 | 259 | 1,388 | 212 | 87% | This is donated back to the county each year under Dog Warden | |
| 308-000 Hotel/Motel Tax | 175,000 | 14,011 | 58,110 | 116,891 | 33% | 3 traditional hotels (Rodeway Inn, Days Inn, Carriage Inn) and 5 independent rental companies (Homeaway.com, Expedia, Airbnb, Hotel Tonight, Evolve Vacation Rental Network) | |
| 320-000 Court Costs, Fees & Charges | 260,000 | 14,176 | 68,461 | 191,539 | 26% | | |
| 321-000 Parking Violation Penalties | 40,000 | 2,840 | 10,540 | 29,460 | 26% | | |
| 325-000 Business License Revenue | 45,000 | 22,074 | 36,114 | 8,886 | 80% | | |
| 326-000 Building Permit Fees | 750,000 | 35,982 | 221,676 | 528,324 | 30% | Building activity increasing/expected to remain strong through FY2027 with new development projects on the horizon and increases in permit fee structure | |
| 328-000 Franchise Tax | 65,000 | | 13,184 | 51,816 | 20% | Cable Franchise | |
| 329-000 Rental Registration Fees | 1,000 | | - | 1,000 | 0% | | |
| 330-000 International Registration Plan (IRP) Fees | 70,000 | 8,946 | 26,123 | 43,877 | 37% | The International Registration Plan is an agreement for the registration of commercial motor vehicles that travel in the United States. It is designed to distribute apportioned taxes (registration fees) depending on the mileage driven in the participating jurisdictions | |
| 339-000 Emergency Service Fee | 1,700 | | 620 | 1,080 | 36% | Revenue from utility bills for EMS (5 cents) | |
| 340-000 Parks & Rec Fee | 1,700 | | 620 | 1,080 | 36% | Revenue from utility bills for parks and recreation (5 cents) | |
| 342-000 Parking Meter Revenues | 50,000 | 5,145 | 21,546 | 28,454 | 43% | Revenue from parking meters and parking permits including ParkMobile ap | |
| 345-000 Rents & Concessions | 60,000 | 5,730 | 22,920 | 37,080 | 38% | CTUB rental of 661 space ($30,000); CWH tenant rental ($30,000) Rouss Hall tenant rental ($5000) | |
| 353-000 Zoning Fee | 20,000 | 1,168 | 49,500 | (29,500) | 248% | Planning Commission zoning application fees | |
| 355-000 Street Improvement Fee | 150,000 | | 48,322 | 101,678 | 32% | Revenue from utility bills for street improvements ($4 per month) | |
| 365-040 Federal Government Grants | 230,700 | 54,508 | 66,387 | 164,313 | 29% | DOJ/COPS grant for additional police officer. $125,000 across 3 years | Remaining HUD grant funds from FY 2026 |
| 366-000 State Government Grants | 3,000 | | - | 3,000 | 0% | Fairs and Festivals grant for WV Fest and Christmas Parade | |
| 367-000 Other Grants | - | | - | - | | Donations to police department and Tree Board | |
| 369-000 Contributions from Other Funds - Sales Tax ($1,600,000); Housing Rehab ($68,000); Vacant Structures ($24,000); OPIOID ($75,000) | 1,767,000 | | 475,000 | 1,292,000 | 27% | Ordinance requires sales tax contribution first pays debt first (payments to BC are rent payments in PD and CH budgets to cover BC debt). Quarterly sales tax distributions are averaging $500,000 or $2,000,000 annually. Housing Rehab supports Code Enforcement nuisance properties contracted services. Vacant Structures supports Code Enforcement vacant structures contracted services. OPIOID supports Police social worker services contracted services. | |
| 376-000 Gaming Income | 250,000 | 18,156 | 74,850 | 175,150 | 30% | Gaming receipts average $19K to $23K per month | |
| 379-000 Gain/Loss - Sale of Fixed Assets | - | | 250 | (250) | | | |
| 380-000 Interest Income (Operating Acct) | 25,000 | 2,062 | 7,943 | 17,057 | 32% | Interest on checking accounts | |
| 381-000 Reimbursements | 130,000 | 4,339 | 13,621 | 116,379 | 10% | SRO reimbursement ($60,000); crossing guards ($40,000); police overtime reimbursements ($10,000); Fuel Refunds ($9600); Pcard Rebate ($6000); Alarm Calls ($2000) | |
| 381-000 Lein Reimbursements | - | | - | - | | | |
| 382-000 Refunds - Overpayments | 500 | 320 | 19,725 | (19,225) | 3945% | | |
| 386-000 Insurance Claims | 100,407 | | 104,484 | (4,077) | | | |
| 392-000 Property Rehabilitation | 7,500 | 300 | 400 | 7,100 | 5% | Vacant Structures Fees | |
| 387-000 Filing Fees | 200 | | - | 200 | 0% | Filing Fees Revenue - Election in FY 2027. 1% of annual salary per person | |
| 397-000 Video Lottery | 700,000 | 73,112 | 139,532 | 560,468 | 20% | Video lottery receipts average $13.4K to $22.2K per week | |
| 399-000 Misc Revenue | 7,500 | 398 | 2,475 | 5,025 | 33% | Yard waste stickers and fingerprints | |
| 399-010 Misc Revenue - CC Service Fees | | 1,050 | 3,788 | (3,788) | | | |
| 399-020 Special Events - WV Fest | 15,000 | | - | 15,000 | 0% | Vendor registration fees and sponsors for WV Fest | |
| 399-030 Special Events - General | 1,000 | 50 | 175 | 825 | 18% | Special activities fees | |
| 399-040 Special Events - CW Hall | 15,000 | 200 | 2,400 | 12,600 | 16% | CW Hall public rental fees | |
| 399-070 Special Events - Car Show | 7,500 | | 11,414 | (3,914) | 152% | Car show registration and sponsors | |
| **TOTAL REVENUES** | **11,633,368** | **459,518** | **6,216,264** | **5,417,104** | 53% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **EXPENSES** | | | | | | | |
| **ECONOMIC DEVELOPMENT - 402** | | | | | | | |
| 402-103 Salaries | 83,000 | 6,105 | 27,375 | 55,625 | 33% | Business Development /Downtown Coordinator salary plus 2.5% merit and holiday supplement | |
| 402-104 FICA | 6,600 | 457 | 2,069 | 4,531 | 31% | FICA @ 7.65% | |
| 402-105 Group Insurance | 11,000 | 797 | 3,316 | 7,684 | 30% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Allowance for anticipated insurance costs |
| 402-106 Retirement | 7,000 | 549 | 2,464 | 4,536 | 35% | PERS I & II Employer Contribution 8% | |
| 402-109 OPEB | 650 | 50 | 201 | 449 | 31% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 402-110 Fringe Benefits | 1,800 | 122 | 547 | 1,253 | 30% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 402-211 Telephone | 500 | 67 | 133 | 367 | 27% | Cell phone | |
| 402-214 Travel | 3,000 | | 157 | 2,843 | 5% | 2 National Conferences; airfare, lodging, per-diem | |
| 402-220 Advertising/Legal Publications | 500 | | - | 500 | 0% | | |
| 402-221 Training & Education | 2,500 | | 690 | 1,810 | 28% | Economic Development Certifications | |
| 402-222 Dues & Subscriptions | 3,100 | | 224 | 2,876 | 7% | IEDC Membership (400), Music Subscription ($250); QR Code Subscriptions ($180); Map Ap Subscription ($2100); Imagine AI ($100) | |
| 402-223 Professional Services | 3,000 | | - | 3,000 | 0% | Engineering services, appraisals, renderings | |
| 402-341 Departmental Supplies | 5,000 | 166 | 3,352 | 1,648 | 67% | Promotional items for events and City marketing and other departmental supplies. Welcome bags for new residents ($1,000) | |
| **TOTAL ECONOMIC DEVELOPMENT** | **127,650** | **8,313** | **40,530** | **87,120** | 32% | | |
| **MAYOR'S OFFICE - 409** | | | | | | | |
| 409-101 Salary | 12,500 | 1,000 | 4,000 | 8,500 | 32% | Mayor's Salary | |
| 409-104 FICA Tax Expense | 1,000 | 77 | 306 | 694 | 31% | FICA @ 7.65% | |
| 409-211 Telephone | 600 | 95 | 191 | 409 | 32% | Cell phone | |
| 409-214 Travel Expense | 2,000 | | 596 | 1,404 | 30% | WV Municipal League conference & other trainings | |
| 409-221 Training & Education | 1,000 | | - | 1,000 | 0% | WV Municipal League conference & other trainings | |
| 409-341 Departmental Supplies | 3,000 | | 2,475 | 526 | 82% | Ceremonial Keys to the City and Coins | Allowance for purchase of ceremonial coins |
| 409-568 Community Contributions | 2,000 | | - | 2,000 | 0% | | |
| **TOTAL MAYOR'S OFFICE** | **22,100** | **1,172** | **7,567** | **14,533** | 34% | | |
| **COUNCIL - 410** | | | | | | | |
| 410-101 Salaries | 40,000 | 3,333 | 13,333 | 26,667 | 33% | Eight Council Members at $5,000 annual salary | |
| 410-104 FICA Tax Expense | 3,100 | 255 | 1,020 | 2,080 | 33% | FICA @ 7.65% | |
| 410-214 Travel Expense | 5,000 | | 1,813 | 3,187 | 36% | WV Municipal League conference & other trainings | |
| 410-221 Training & Education | 4,100 | | 1,103 | 2,997 | 27% | WV Municipal League Conference Registration ($450 per registration) & other trainings | Allowance for participation in Leadership Jefferson program |
| 410-341 Departmental Supplies | 1,000 | | - | 1,000 | 0% | | |
| **TOTAL COUNCIL** | **53,200** | **3,588** | **17,270** | **35,930** | 32% | | |
| **CITY MANAGER - 412** | | | | | | | |
| 412-103 Salaries | 205,000 | 8,074 | 95,108 | 109,892 | 46% | | |
| 412-104 FICA Tax Expense | 18,000 | 642 | 7,338 | 10,662 | 41% | FICA Tax @ 7.65% | |
| 412-105 Group Insurance | 23,000 | (368) | 2,204 | 20,796 | 10% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | |
| 412-106 Retirement | 18,000 | 459 | 3,904 | 14,096 | 22% | PERS I & II Employer Contribution 8% | |
| 412-108 Overtime | 2,500 | 314 | 808 | 1,692 | 32% | | |
| 412-109 OPEB | 650 | - | 50 | 600 | 8% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 412-110 Fringe Benefits | 6,200 | 144 | 1,192 | 5,008 | 19% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 412-211 Telephone | 550 | | - | 550 | 0% | Cell phone service | |
| 412-214 Travel Expense | 1,500 | | - | 1,500 | 0% | WVML Trip, City Clerk Election Training | |
| 412-220 Advertising | 1,500 | 30 | 30 | 1,470 | 2% | Job advertising | |
| 412-221 Training & Education | 1,000 | | 300 | 700 | 30% | WVML Conference, City Clerk Election Training | |
| 412-222 Dues & Subscriptions | 1,000 | | 124 | 876 | 12% | ICMA and WVML Fees. | |
| 412-223 Professional Services | 50,500 | | - | 50,500 | 0% | Background checks for City Manager candidates. | |
| 412-341 Departmental Supplies | 750 | 8 | 30 | 720 | 4% | Office Supplies | |
| **TOTAL CITY MANAGER** | **330,150** | **9,304** | **111,088** | **219,062** | 34% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **TREASURER - 413** | | | | | | | |
| 413-103 Salaries | 272,000 | 18,541 | 77,725 | 194,275 | 29% | Director of Finance, Accounting Clerk I, Accounting Clerk II, Accounting Clerk III salaries, 2.5% merit, and holiday supplements. | |
| 413-104 FICA Tax Expense | 23,000 | 1,441 | 6,231 | 16,769 | 27% | FICA Tax @ 7.65% | |
| 413-105 Group Insurance | 40,000 | 1,684 | 9,702 | 30,298 | 24% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | |
| 413-106 Retirement | 25,000 | 1,719 | 6,556 | 18,444 | 26% | PERS I & II Employer Contribution 8% | |
| 413-108 Overtime | 6,700 | 561 | 4,383 | 2,317 | 65% | | |
| 413-109 OPEB | 1,850 | 100 | 502 | 1,349 | 27% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 413-110 Fringe Benefits | 7,100 | 556 | 2,289 | 4,811 | 32% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 413-214 Travel Expense | 1,500 | | - | 1,500 | 0% | Biannual Director & Acct. Clerk III - WV Government Finance Officers Association Training | |
| 413-218 Postage | 2,000 | | - | 2,000 | 0% | Certified Mailings for collections communications | |
| 413-220 Advertising/Legal Pubs | 2,500 | 1,548 | 1,712 | 788 | 68% | Financial statement publication $625, Levy Estimate $425 and job advertising. | |
| 413-221 Training & Education | 1,000 | | - | 1,000 | 0% | GFOA bi-annual trainings. | |
| 413-222 Dues & Subscriptions | 1,000 | | 975 | 25 | 98% | GFOA memberships for Finance Director and Accounting Clerk III | |
| 413-223 Professional Services | 2,500 | | 2,100 | 400 | 84% | Police pension annual report ($2100)<br>Background Checks for New Hires ($100) | |
| 413-224 Audit Costs | 72,000 | | 18,063 | 53,937 | 25% | Perry & Associates and J.C. Kunkle FY26 Compilation and Preparation of Audit | Allowance for FY 2025 audit expenses |
| 413-230 Contracted Services - B&O Collections | 20,000 | 7,047 | 10,083 | 9,917 | 50% | Fees for collection services | |
| 413-238 Refunds | 50,000 | 314 | 1,056 | 48,944 | 2% | | |
| 413-341 Departmental Supplies | 1,500 | 249 | 282 | 1,218 | 19% | Office Supplies | |
| 413-353 Computer Software/Tech | 45,000 | 5,894 | 46,449 | (1,449) | 103% | Tyler Technologies - Incode Annual License Fee ($35,000 for ERPRO 10 & $10,000 for ERPRO 9) | |
| **TOTAL TREASURER** | **574,650** | **39,655** | **188,108** | **386,542** | 33% | | |
| **COURT CLERK - 415** | | | | | | | |
| 415-103 Salaries | 72,000 | 5,393 | 23,990 | 48,010 | 33% | Court Clerk Salary, 2.5% merit, and holiday supplement | |
| 415-104 FICA | 5,900 | 388 | 1,788 | 4,112 | 30% | FICA Tax @ 7.65% | |
| 415-105 Group Insurance | 21,000 | 1,679 | 6,850 | 14,150 | 33% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | |
| 415-106 Retirement | 6,000 | 485 | 2,177 | 3,823 | 36% | PERS I & II Employer Contribution 8% | |
| 415-108 Overtime | 1,000 | - | 198 | 802 | 20% | | |
| 415-109 OPEB | 650 | 50 | 201 | 449 | 31% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 415-110 Fringe Benefits | 2,300 | 159 | 711 | 1,589 | 31% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 415-214 Travel | 500 | | - | 500 | 0% | Court Clerk training | |
| 415-218 Postage | 500 | | - | 500 | 0% | Certified mailings for court communications | |
| 415-220 Advertising/Legal Publications | - | | - | - | | | |
| 415-221 Training & Education | 750 | | - | 750 | 0% | WVML training and Election training. | |
| 415-230 Contracted Services | 25 | | - | 25 | 0% | Flu shot | |
| 415-238 Refunds | 1,000 | | 162 | 838 | 16% | | |
| 415-341 Departmental Supplies | 750 | | 31 | 719 | 4% | Ink cartridges, paper stock | |
| **TOTAL COURT CLERK** | **112,375** | **8,154** | **36,108** | **76,267** | 32% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **POLICE JUDGES - 416** | | | | | | | |
| 416-103 Salaries | 43,500 | 3,250 | 12,250 | 31,250 | 28% | Two Municipal Court judges ($6000); three magistrates ($18,000); two prosecuting attorneys($13,000); extra $2000 for special judge, and holiday supplements ($1750). | |
| 416-104 FICA | 3,600 | 249 | 937 | 2,663 | 26% | FICA Tax @ 7.65% | |
| 416-214 Travel | 500 | | - | 500 | 0% | WV State mandated annual training for magistrates & judges | |
| 416-221 Training & Education | 1,000 | | - | 1,000 | 0% | WV State mandated annual training for magistrates & judges | |
| 416-223 Professional Services | 1,000 | 454 | 734 | 266 | 73% | Fees for translator. | |
| 416-345 Uniforms | 500 | | - | 500 | 0% | | |
| **TOTAL POLICE JUDGES** | **50,100** | **3,953** | **13,921** | **36,179** | 28% | | |
| **CITY ATTORNEY - 417** | | | | | | | |
| 417-103 Salaries | 170,000 | 12,720 | 57,042 | 112,958 | 34% | Attorney salary plus 2.5% merit and holiday supplement | |
| 417-104 FICA | 13,600 | 972 | 4,361 | 9,239 | 32% | FICA @ 7.65% | |
| 417-105 Group Insurance | 2,000 | 156 | 754 | 1,246 | 38% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Allowance for anticipated insurance costs |
| 417-106 Retirement | 15,000 | 1,145 | 5,134 | 9,866 | 34% | PERS I & II Employer Contribution 8% | |
| 417-109 OPEB | - | | - | - | | RHBT Insurance | |
| 417-110 Fringe Benefits | 5,500 | 382 | 1,711 | 3,789 | 31% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 417-211 Telephone | 250 | 38 | 77 | 173 | 31% | Cell phone service | |
| 417-214 Travel | 2,000 | | 548 | 1,452 | 27% | Travel allowance for WVML and various trainings. | |
| 417-221 Training & Education | 2,000 | | - | 2,000 | 0% | WVML and other CLE registrations. | |
| 417-222 Dues & Subscriptions | 6,000 | | 1,343 | 4,657 | 22% | Bar license and West Law legal research database subscription. IMLA membership. | |
| 417-223 Professional Services | 50,000 | 710 | 710 | 49,291 | 1% | Cost for outside legal council | |
| 417-341 Departmental Supplies | 750 | | 56 | 695 | 7% | Office supplies | |
| **TOTAL CITY ATTORNEY** | **267,100** | **16,122** | **71,736** | **195,364** | 27% | | |
| **ENFORCEMENT AGENCY - 425** | | | | | | | |
| 425-103 Salaries | 65,000 | 4,769 | 21,847 | 43,153 | 34% | Code Enforcement Officer salary, 2.5% merit, holiday supplement., and clothing allowance | |
| 425-104 FICA | 5,200 | 355 | 1,646 | 3,554 | 32% | FICA @ 7.65% of Salary | |
| 425-1.05 Group Insurance | 11,000 | 784 | 3,250 | 7,750 | 30% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Allowance for anticipated insurance costs |
| 425-106 Retirement | 5,500 | 429 | 1,925 | 3,575 | 35% | PERS I & II Employer Contribution 8% | |
| 425-109 OPEB | 650 | 50 | 201 | 449 | 31% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 425-110 Fringe Benefits | 2,200 | 143 | 642 | 1,558 | 29% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 425-211 Telephone | 500 | 38 | 77 | 423 | 15% | Cell phone service | |
| 425-214 Travel | 3,000 | 473 | 684 | 2,316 | 23% | International Code Council Conferences | |
| 425-218 Postage | 1,500 | | 68 | 1,432 | 5% | Certified Mailings | |
| 425-220 Advertising/Legal Publications | 500 | | - | 500 | 0% | Job posting ads, public notices for nuisance properties, and property maintenance violation notices | |
| 425-221 Training & Education | 2,000 | | 350 | 1,650 | 18% | International Code Council Conferences | |
| 425-222 Dues & Subscriptions | 500 | | 5 | 495 | 1% | ICC Membership ($170), WV Code Official Dues ($40), Code Inspection License ($75), International Property Maintenance Code | |
| 425-230 Contracted Services | 25,000 | - | - | 25,000 | 0% | | |
| 425-230 Nuisance Properties - Contracted Services | 68,000 | | - | 68,000 | 0% | Nuisance Properties cleanup and demos. Supported by Rehab Funds. | |
| 425-330 Nuisance Properties Relocation - Contracted Services | 5,000 | | - | 5,000 | 0% | Nuisance Properties housing relocation | |
| 425-230 Vacant Properties - Contracted Services | 24,000 | 250 | 750 | 23,250 | 3% | Allowance for vacant structures costs pertaining to Article 1759 Vacant Buildings. Supported by Vacant Structures Funds. | |
| 425-341 Departmental Supplies | 2,500 | | 1,238 | 1,262 | 50% | Code books, door hangers, office supplies | |
| 425-345 Uniforms | 1,500 | | - | 1,500 | 0% | Jackets & shirts | |
| **TOTAL ENFORCEMENT AGENCY** | **223,550** | **7,292** | **32,683** | **190,867** | 15% | | |
| **REGIONAL DEVELOPMENT AUTHORITY - 435** | | | | | | | |
| 435-222 Dues & Subscriptions | 11,500 | | 11,304 | 196 | 98% | Region 9 Assessment | |
| **TOTAL REGIONAL DEVELOPMENT AUTHORITY** | **11,500** | **-** | **11,304** | **196** | 98% | | |
| **TOTAL CITY ADMINISTRATION** | **2,846,025** | **167,944** | **1,021,092** | **1,824,933** | 36% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **BUILDING INSPECTIONS - 436** | | | | | | | |
| 436-103 Salaries | 93,000 | 6,907 | 31,433 | 61,567 | 34% | Building Official/Inspector salary, 2.5% merit, holiday supplement, and clothing allowance | |
| 436-104 FICA | 7,500 | 525 | 2,395 | 5,105 | 32% | FICA @ 7.65% of Salary | |
| 436-105 Group Insurance | 2,100 | 174 | 845 | 1,255 | 40% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Allowance for anticipated insurance costs |
| 436-106 Retirement | 8,000 | 622 | 2,788 | 5,212 | 35% | PERS I & II Employer Contribution 8% | |
| 436-109 OPEB | - | | - | - | | RHBT Insurance | |
| 436-110 Fringe Benefits | 3,000 | 207 | 929 | 2,071 | 31% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 436-211 Telephone | 500 | 20 | 80 | 420 | 16% | Hot spot for tablet | |
| 436-214 Travel | 3,000 | 473 | 699 | 2,301 | 23% | ICC Conference; lodging, meals, gas | |
| 436-220 Advertising/Legal Publications | 500 | | - | 500 | 0% | Job posting ads | |
| 436-221 Training & Education | 2,000 | | 350 | 1,650 | 18% | ICC conferences and WV State Code Conference. | |
| 436-222 Dues & Subscriptions | 500 | | - | 500 | 0% | ICC membership dues and Commercial & Residential Building inspection license | |
| 436-223 Professional Services | 50,000 | 1,000 | 4,875 | 45,125 | 10% | To cover expenses associated with inspections; compliance. | |
| 436-341 Departmental Supplies | 2,500 | | 1,123 | 1,377 | 45% | Office supplies and code books | |
| 436-345 Uniforms | 1,500 | | - | 1,500 | 0% | Jackets & shirts | |
| 436-353 Computer Software/Tech | 500 | | - | 500 | 0% | Blue Beam-Plan review software | |
| **TOTAL BUILDING INSPECTIONS** | **174,600** | **9,927** | **45,517** | **129,082** | 26% | | |
| **PLANNING & ZONING - 437** | | | | | | | |
| 437-103 Salaries | 361,000 | 28,566 | 112,607 | 248,393 | 31% | Assistant City Manager/Director of Community Development, Zoning Administrator, Permit Tech, and Long-Range Planner salaries, 2.5% merit, and holiday supplements | |
| 437-104 FICA | 29,000 | 2,116 | 8,446 | 20,554 | 29% | FICA @ 7.65% of Salary | |
| 437-105 Group Insurance | 73,000 | 4,979 | 18,906 | 54,094 | 26% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Allowance for anticipated insurance costs |
| 437-106 Retirement | 30,000 | 2,291 | 9,452 | 20,548 | 32% | PERS I & II Employer Contribution 8% | |
| 437-108 Overtime | 1,000 | | - | 1,000 | 0% | | |
| 437-109 OPEB | 2,450 | 201 | 702 | 1,748 | 29% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 437-110 Fringe Benefits | 10,000 | 573 | 2,380 | 7,620 | 24% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 437-211 Telephone | 1,000 | 135 | 261 | 739 | 26% | Director's department cell phone | |
| 437-214 Travel | 4,000 | 6 | 661 | 3,339 | 17% | James - American Planning Association Conference<br>Alissa - WV Leadership Trainings (12 trainings) & Women Leaders in Code<br>Wendy - MGO Conference | |
| 437-218 Postage | 1,000 | | - | 1,000 | 0% | Certified mailings, legal notices, and yard sign postings | |
| 437-220 Advertising/Legal Publications | 4,500 | 214 | 536 | 3,964 | 12% | Advertising of BZA & public hearings for Planning Commission meetings; hearing placards; job posting ads | |
| 437-221 Training & Education | 5,000 | | - | 5,000 | 0% | ICMA Gettysburg Leadership Institute ($1800), MGO Conference, Annual Conferences | |
| 437-222 Dues & Subscriptions | 3,500 | | 286 | 3,214 | 8% | James AICP Membership ($550); Wendy ICC membership ($170); Alissa ICMA membership ($800) & WV Code Officials ($40); Adobe subscription ($1260). | |
| 437-223 Professional Services | 5,000 | | 179 | 4,821 | 4% | GIS Aerial imagery, Background Checks | |
| 437-230 Contracted Services | 45,000 | 1,597 | 4,479 | 40,521 | 10% | Engineering and routine plan review; bond assessments | |
| 437-238 Refunds | 1,500 | | 100 | 1,400 | 7% | Permit Refunds | |
| 437-341 Departmental Supplies | 3,250 | 1,098 | 1,554 | 1,696 | 48% | Public hearing signs, office supplies, and promotional supplies | |
| 437-353 Computer Software / Tech | 11,000 | 730 | 2,190 | 8,810 | 20% | MyPermit Now Monthly Fees (10,000), ArcGIS ($1000) | |
| **TOTAL PLANNING & ZONING** | **591,200** | **42,505** | **162,739** | **428,461** | 28% | | |
| **TOTAL BUILD INSPECTION, P&Z, & ENFORCEMENT AGENCY** | **$ 989,350** | **$ 59,725** | **$ 240,939** | **$ 748,411** | 24% | | |
| **ELECTIONS - 438** | | | | | | | |
| 438-220 Advertising/Legal Publications | 500 | | - | 500 | 0% | Publish ballot multiple times | |
| 438-230 Contracted Services | 5,000 | | - | 5,000 | 0% | Poll workers compensation for early voting and day of election. | |
| 438-341 Departmental Supplies | 3,000 | | - | 3,000 | 0% | Purchase of ballots $1,500, Election Kits, Paper, Election Banner, Voter Stickers | |
| **TOTAL ELECTIONS** | **8,500** | - | **-** | **8,500** | 0% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **CITY HALL - 440** | | | | | | | |
| 440-103 Salaries | 90,000 | 7,595 | 7,595 | 82,405 | 8% | Director of Operations Salary, 2.5% merit, and holiday supplement | |
| 440-104 FICA Taxes | 8,800 | 581 | 581 | 8,219 | 7% | FICA @ 7.65% | |
| 440-105 Group Insurance | 22,000 | 219 | 219 | 21,781 | 1% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | |
| 440-106 Retirement | 9,000 | 734 | 735 | 8,265 | 8% | PERS I & II Employer Contribution 8% | |
| 440-109 OPEB | 650 | - | - | 650 | 0% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 440-110 Fringe Benefits | 3,700 | 228 | 228 | 3,472 | 6% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 440-211 Telephone | 15,000 | 1,342 | 4,572 | 10,428 | 30% | WebEx Phone Services ($5,500), Cell phone - Director ($400), Rouss Hall Elevator & Fire Alarm Phone Service ($3,200), CWH Fire Alarm Phone Service ($2,000), City Hall Elevator & Fire Phone Service ($3000) | |
| 440-213 Utilities | 65,000 | 5,579 | 18,309 | 46,691 | 28% | City Hall Oil ($9000), City Hall Electric ($18,000), Rouss Hall Water & Electric ($4200), CW Hall Electric ($16,000), CW Hall Internet ($2000) & CH Internet ($12,000) | |
| 440-214 Travel Expense | 2,000 | | - | 2,000 | 0% | WV Municipal League Election Training in Charleston, WV and annual HR conference | |
| 440-215 Repair & Main. Bldg & Grounds | 5,000 | 270 | 3,063 | 1,937 | 61% | City Hall, Rouss Hall, & CW Hall elevator services inspections and certifications. | |
| 440-218 Postage | 6,000 | 209 | (368) | 6,368 | -6% | Pitney-Bowes Machine Postage; includes Treasurer's office mailings for B&O Tax Collection. Reflects increase in postage. | |
| 440-219 Bldg & Equipment Rental | 250,000 | 20,819 | 81,979 | 168,021 | 33% | CWH Loan ($200,000), CTUB Rent ($30,600), Postage Lease($1500), City Copier Rental, Plat Printer | |
| 440-220 Advertising/Legal Publications | 6,000 | | 209 | 5,792 | 3% | American Legal Publishing online ordinance updates, job postings, and board vacancy advertisements | |
| 440-221 Training & Education | 1,000 | | - | 1,000 | 0% | WV Municipal League Election Training in Charleston, WV and annual HR conference | |
| 440-222 Dues & Subscriptions | 6,500 | 125 | 655 | 5,845 | 10% | Jefferson County Chamber of Commerce ($275), WVML Annual Dues ($2,400), The Journal ($170), ICMA ($200), Amazon Prime ($130), Survey Monkey ($1650), Zoom ($1050) | |
| 440-223 Professional Services | 25,000 | 1,800 | 9,505 | 15,495 | 38% | Millenium Group insurance broker services estimated $1,800 per month, Open enrollment, payroll integration. | |
| 440-226 Insurance & Bonds | 240,000 | | 232,252 | 7,748 | 97% | Liability, Worker's Comp, Auto Insurance, Umbrella, Commercial | |
| 440-230 Contracted Services | 218,750 | 24,634 | 64,200 | 154,550 | 29% | Sustainable Strategies (Grant Consultant, Matt Ward) - $60,000 ($5,000 per month)<br>Website Hosting Fee (Revize) - $5700 per year for 5 years<br>Pest Control Services - $1000<br>Patton Commercial Cleaning Services for City Hall and Rouss Hall - $15,000<br>Payroll Processing Base Fees - $12,000<br>Tek Advisors - $130,000 per year.<br>Shredding Services - $500<br>Rouss Hall & CW Hall Alarm Services - $3500 | |
| 440-232 Bank Charges | 50,000 | 5,721 | 31,300 | 18,700 | 63% | Credit card merchant fees, eCheck Usage Fees, Fraud Detection Fees | |
| 440-237 Other Fees/Taxes | 17,750 | | 16,257 | 1,493 | 92% | Ambulance fees | |
| 440-341 Departmental Supplies | 15,000 | 535 | 3,246 | 11,754 | 22% | City wide office supplies, toiletries, kitchen supplies, and water | |
| 440-353 Computer Software / Tech | 16,500 | | 16,240 | 260 | 98% | Granicus Annual License - $10,000 - Agenda management, Online training, Audio/Visual software for livestreaming meetings<br>VCS - $5000 | |
| **TOTAL CITY HALL** | **1,073,650** | **70,391** | **490,778** | **582,872** | 46% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **CONTRIBUTIONS/TRANSFERS - 444** | | | | | | | |
| 444-568 Contributions - Community Partnership Grants | 100,000 | | - | 100,000 | 0% | Citizens Fire Co. $10,000; Independent Fire Co. $10,000; Library $20,000; Jef. Co. Com. Ministries $10,000; and EPTA $50,000. | |
| 444-568 Community Grants | 98,000 | | - | 98,000 | 0% | Grant program for local non-profit organizations | Allowance for community grants for non-profit organizations |
| 444-568 Contributions - Annexation Support | 103,000 | | - | 103,000 | 0% | | Contribution to support annexation costs |
| 444-568 Contributions - Revive Grant | 259,000 | 50,000 | 75,000 | 184,000 | 29% | Revive! Program for small business commercial building upgrades in the downtown district. | $40,000 City Revive! grant funds awarded from FY 2026 and $189,000 remaining HUD grant from FY 2026 |
| 444-568 Contributions - Façade Improvement Program | 54,500 | 2,150 | 11,592 | 42,908 | 21% | Grant program to assist property owners and tenants in the Historic Overlay District to beautify property fronts | Grant funds awarded in FY 2026 |
| 444-568 Contributions - Jefferson County P&R (Fireworks) | 4,000 | | - | 4,000 | 0% | | |
| 444-568 Contributions - Sidewalk Improvement Program | 35,000 | | - | 35,000 | 0% | Grant program to assist property owners with sidewalk repairs | Grant funds awarded in FY 2026 |
| **TOTAL CONTRIBUTIONS/TRANSFERS** | **653,500** | **52,150** | **86,592** | **566,908** | 13% | | |
| **PARKING - 571** | | | | | | | |
| 571-103 Salaries | 49,000 | 3,184 | 14,739 | 34,261 | 30% | Parking Enforcement Officer salary, 2.5% merit, holiday supplement, and clothing allowance | |
| 571-104 FICA Tax Expense | 3,900 | 238 | 1,151 | 2,749 | 30% | FICA @ 7.65% | |
| 571-105 Group Insurance | 11,000 | 768 | 3,234 | 7,766 | 29% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Allowance for anticipated insurance costs |
| 571-106 Retirement Expense | 4,500 | 195 | 895 | 3,605 | 20% | PERS I & II Employer Contribution 8% | |
| 571-108 Overtime | 1,000 | 60 | 636 | 364 | 64% | | |
| 571-109 OPEB | 650 | 50 | 202 | 448 | 31% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 571-110 Fringe Benefits | 1,700 | 96 | 428 | 1,272 | 25% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 571-113 Utilities | - | | - | - | | Electric Service for parking lot - moved to Street Lights | |
| 571-116 Repair & Main - Equipment | 1,000 | | - | 1,000 | 0% | Parking meter repairs and maintenance | |
| 571-218 Postage | 500 | | - | 500 | 0% | | |
| 571-219 Bldg & Equipment Rental | 500 | | - | 500 | 0% | | |
| 571-220 Advertising / Legal Publications | 500 | | - | 500 | 0% | Job advertising | |
| 571-230 Contracted Services | 500 | | - | 500 | 0% | Flu shot | |
| 571-341 Departmental Supplies | 5,000 | 405 | 4,768 | 232 | 95% | Office supplies, batteries, handheld printer paper | |
| 571-345 Uniforms | 750 | 39 | 510 | 240 | 68% | Jacket, shirts, patches, badge, etc. | |
| 571-353 Computer Software/Tech | 4,000 | | 3,828 | 172 | 96% | United Public Safety/T2 annual fees | |
| **TOTAL PARKING** | **84,500** | **5,035** | **30,390** | **54,110** | 36% | | |
| **TRANSFERS - 698** | | | | | | | |
| 698-590 Transfers to Capital Reserve - Repaving | 150,000 | 17,170 | 66,128 | 83,872 | 44% | Monthly Street Fee Remittance from CTUB is transferred to Capital Reserve for future street repaving expenditures | |
| 698-591 Transfers to Capital Reserve - One Time Funding | 880,730 | - | 880,730 | - | 100% | | Transfer to Capital Fund to support capital projects |
| 698-592 Transfers to Residual Fund | 250,000 | | 250,000 | - | 100% | | Transfer to Residual Fund to build up Rainy Day savings |
| 698-591 Transfers to Capital Reserve - Table Games | 1,050,407 | 168,772 | 232,208 | 818,199 | 22% | Transfer of race track lottery, limited video lottery, table games, and Greenbrier table games received in the general fund to the capital fund. | |
| **TOTAL TRANSFERS** | **2,331,137** | **185,942** | **1,429,065** | **902,071** | 61% | | |
| **CONTINGENCIES - 699** | | | | | | | |
| 699-568 Other Contributions | 375,500 | | - | 375,500 | 0% | Placeholder for $50,000 for emergency snow costs. $250,000 for unexpected cost throughout the year. $150,000 for salary, FICA, and retirement increases based on salary study. (SAO caps this amount at 10% of receipts.) | |
| **TOTAL CONTINGENCIES** | **375,500** | - | - | **375,500** | 0% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **POLICE DEPARTMENT - 700** | | | | | | | |
| 700-103 Salaries | 1,765,000 | 122,421 | 546,787 | 1,218,213 | 31% | Base Salaries plus contingency, 2.5% merit, longevity, sign-on bonus, shift differential, clothing allowance, holiday supplement for (8) Patrolman/PFC, (4) Corporals, (3) Sergeants, (2) Lieutenants, (1) Captain, (1) Chief (3) Administrative personnel | |
| 700-104 FICA | 157,000 | 7,853 | 35,949 | 121,051 | 23% | FICA Tax at 7.65% | |
| 700-105 Group Insurance | 265,000 | 17,021 | 70,639 | 194,361 | 27% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Reduction in insurance costs due to changes in personnel |
| 700-106 Retirement | 215,000 | 11,517 | 52,268 | 162,732 | 24% | Employer Retirement Contribution PERS I and II (9%) and MPFRS (8.5%) | |
| 700-107 Police Pension | 2,500 | 1,626 | 1,626 | 874 | 65% | Legacy CTPD Retirement System | |
| 700-108 Overtime | 200,000 | 13,119 | 76,115 | 123,885 | 38% | Shift coverage, late arrest/call out, special events, school events, court, etc. | |
| 700-109 OPEB | 11,000 | 752 | 3,009 | 7,991 | 27% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 700-110 Fringe Benefits | 55,000 | 3,443 | 15,371 | 39,629 | 28% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 700-211 Telephone | 12,000 | 1,197 | 3,610 | 8,390 | 30% | (4) department cell phones ($1750), WebEx phone services ($6300), Alarm phone line ($1350) | |
| 700-213 Utilities | 60,000 | 2,351 | 13,405 | 46,595 | 22% | Electric ($35,000), Internet Service ($12,000), MiFi/Cradle Points ($10,000) | |
| 700-214 Travel | 9,000 | | 5,874 | 3,126 | 65% | Training, Conferences,etc. - (CALEA Conference 2nd Award - Omaha) | |
| 700-215 R&M Building & Grounds | 1,500 | - | 35 | 1,465 | 2% | Lights, Paint, Air Filters, Electrical supplies, Batteries | |
| 700-216 R&M Equipment | 10,000 | 3,930 | 3,930 | 6,070 | 39% | Generator service; radio & camera repair | |
| 700-217 R&M Auto | 50,000 | 3,328 | 33,130 | 16,870 | 66% | Air filters, vehicle repairs, state inspections, vehicle maintenance (brakes/rotors, tire repair/rotation, etc.) | |
| 700-218 Postage | 2,000 | 156 | 503 | 1,497 | 25% | Stamps, certified mail, UPS/FedEx, etc. | |
| 700-219 Building & Equipment Rental | 100,000 | 7,841 | 32,965 | 67,035 | 33% | 661 Mortgage & copy machine leases | |
| 700-220 Advertising/Legal Publications | 5,500 | 344 | 1,932 | 3,568 | 35% | New Hire Ads 3-6 ads in local paper | |
| 700-221 Training & Education | 15,000 | 1,500 | 2,495 | 12,505 | 17% | WVSP Academy, 16 hours in-service/8 supervisor hours. | |
| 700-222 Dues & Subscriptions | 7,000 | | 3,131 | 3,869 | 45% | WVCOP Dues, IACP, SRO, Journal, CALEA Annual Continuation Fee ($4,595) | |
| 700-223 Professional Services | 28,000 | 3,825 | 4,775 | 23,225 | 17% | Polygraph exams, psychological exam, physical exams, diagnostic imaging | Allowance for policy revision & CALEA Compliance |
| 700-223 Professional Services - Social Worker Services | 75,000 | - | 75,000 | - | 100% | Third party social worker services | |
| 700-230 Contracted Services | 30,000 | 3,200 | 10,035 | 19,965 | 33% | Cleaning Fees ($12,000), HVAC Service Maintenance 661 George St. ($5500), Alarm service ($6400) | |
| 700-237 Other Fees & Taxes | 250 | | - | 250 | 0% | 661 George St. Ambulance Fees | |
| 700-341 Departmental Supplies | 35,000 | 125 | 5,406 | 29,594 | 15% | Ammunition, office Supplies, cleaning supplies, water delivery | |
| 700-343 Auto Supplies (Gas, Oil & Tires) | 100,000 | 1,757 | 30,098 | 69,902 | 30% | Gas, oil changes and tires for police vehicles | Allowance for increase in fuel prices |
| 700-345 Uniforms | 35,000 | 356 | 8,432 | 26,568 | 24% | Class A, BDU, duty gear, insignia, ballistic vests ($4000 each), coats, etc. | |
| 700-353 Computer Software/Tech | 47,000 | 1,686 | 33,923 | 13,077 | 72% | Motorola - CAD ($12,200), Lexipole - Police One Academy ($1700), PowerDMS - Accreditation Documents ($4200), Motorola - In-Car & Body Camera Systems ($7000), RCN Technologies - Cradle Points Licensing ($3000), Target Solutions - Guardian Tracking - ($1350), TLO - Investigative Research ($1320), All Traffic Solutions - Speed trailer software ($1500), Magnetic Forensics - cell phone download ($12,000) | |
| **TOTAL POLICE DEPARTMENT** | **3,292,750** | **209,347** | **1,070,444** | **2,222,306** | 33% | | |
| **POLICE-SPECIAL DUTY CROSSING GUARDS - 704** | | | | | | | |
| 704-103 Salaries | 40,000 | 3,168 | 7,833 | 32,168 | 20% | Five (5) Part-Time Crossing Guards (Wright Denny and Charles Town Middle). Expenses reimbursed by BOE. No COLA or merit. Holiday supplements. | |
| 704-104 FICA Tax Expense | 2,600 | 242 | 599 | 2,001 | 23% | FICA @ 7.65% | |
| 704-341 Departmental Supplies | 250 | | - | 250 | 0% | Stop signs | |
| 704-345 Uniforms | 500 | | 219 | 281 | 44% | Reflective jackets and vests | |
| **TOTAL POLICE -SPECIAL DUTY CROSSING GUARDS** | **43,350** | **3,410** | **8,650** | **34,700** | 20% | | |
| **Total Police and Crossing Guards** | **$ 3,336,100** | **$ 212,757** | **$ 1,079,094** | **$ 2,257,006** | 32% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **DOG WARDEN - 707** | | | | | | | |
| 707-567 Contributions | 1,800 | | - | 1,800 | 0% | City donates the dog tag fees to the County Animal Control. | |
| **TOTAL DOG WARDEN** | **1,800** | **-** | **-** | **1,800** | 0% | | |
| **MAINTENANCE - 750** | | | | | | | |
| 750-103 Salaries | 327,057 | 22,541 | 98,610 | 228,447 | 30% | Director and (4) Maintenance Staff salaries, 2.5% merit, holiday supplements, clothing allowances and contingency for CDL, Playground Inspection, and ASE certifications. | |
| 750-104 FICA Tax Expense | 30,000 | 1,699 | 7,646 | 22,354 | 25% | FICA @ 7.65% | |
| 750-105 Group Insurance | 55,000 | 3,934 | 11,662 | 43,338 | 21% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Allowance for anticipated insurance costs |
| 750-106 Retirement | 28,000 | 1,951 | 8,835 | 19,165 | 32% | PERS I & II Employer Contribution 8% | |
| 750-108 Overtime | 20,000 | 335 | 2,598 | 17,402 | 13% | | |
| 750-109 OPEB | 1,850 | 150 | 451 | 1,399 | 24% | RHBT Insurance | Allowance for anticipated retirement insurance increase |
| 750-110 Fringe Benefits | 9,000 | 590 | 2,529 | 6,471 | 28% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 750-211 Telephone | 2,000 | 221 | 443 | 1,557 | 22% | Field staff equipped with cell phones | |
| 750-213 Utilities | 10,000 | 420 | 1,256 | 8,744 | 13% | Maintenance building electric ($5000), water & sewer ($1500), and internet ($1200) | |
| 750-214 Travel Expense | 1,500 | | - | 1,500 | 0% | Maintain certifications; other skill enhancement training as required/proposed | |
| 750-215 R&M Buildings and Grounds | 77,000 | 2,804 | 12,731 | 64,269 | 17% | General maintenance and repairs of all city buildings. | Allowance for HVAC repair at PD from FY 2026 |
| 750-216 R&M Equipment | 20,000 | 415 | 572 | 19,428 | 3% | Regular maintenance of fleet equipment, primary expense is street sweeper repairs. | |
| 750-217 R&M Auto | 10,000 | | 3,655 | 6,345 | 37% | Regular maintenance of maintenance department and City vehicles | |
| 750-219 R&M Bldg and Equip Rental | 1,000 | | - | 1,000 | 0% | Equipment rented as required to maintain various city buildings. | |
| 750-220 Advertising | 500 | | 139 | 361 | 28% | Spring and Fall Cleanup. Additional city sponsored projects as required. Job advertising. | |
| 750-221 Training & Education | 5,000 | | - | 5,000 | 0% | Maintain certifications; other skill enhancement training as required/proposed. CDL, Playground Inspection ($1000), ASE ($500), Certified Pool Operators ($2000), Arborist training ($1000). | |
| 750-222 Dues & Subscriptions | 500 | | - | 500 | 0% | Camera subscription and CDL license fees | |
| 750-223 Professional Services | 500 | | 45 | 455 | 9% | CDL physicals | |
| 750-230 Contracted Services | 50,000 | 2,135 | 9,635 | 40,365 | 19% | Trash service, box rental fees, snow removal and salt | |
| 750-230 Contracted Services - Trees | 20,000 | | - | 20,000 | 0% | Tree services | |
| 750-341 Departmental Supplies | 40,000 | 708 | 6,613 | 33,387 | 17% | General maintenance supplies, Christmas decorations ($10,000), and light poles. | |
| 750-343 Auto Supplies (Gas, Oil & Tires) | 30,000 | | 7,643 | 22,357 | 25% | Gas, oil changes and tires for maintenance department and City vehicles. | $4000 allowance for increase in fuel prices & $1000 allowance for Bobcat tires from FY 2026 |
| 750-345 Uniforms | 5,000 | | - | 5,000 | 0% | Reflective jacket, shirts, vests, and pants | |
| **TOTAL MAINTENANCE** | **743,907** | **37,905** | **175,062** | **568,845** | 24% | | |
| **STREET LIGHTS - 751** | | | | | | | |
| 751-213 Utilities | 135,000 | 10,592 | 31,156 | 103,844 | 23% | Street lights electric (Increase for allowance of Stone Spring street lights) | |
| **TOTAL STREET LIGHTS** | **135,000** | **10,592** | **31,156** | **103,844** | 23% | | |
| **P&R - 900** | | | | | | | |
| 900-103 Salaries | 61,000 | 1,313 | 17,129 | 43,871 | 28% | Parks Manager salary, 2.5% merit, holiday supplement. | |
| 900-104 FICA | 5,000 | 95 | 1,290 | 3,710 | 26% | FICA @ 7.65% | |
| 900-105 Group Insurance | 11,000 | (91) | 2,467 | 8,533 | 22% | Health Insurance, Life Insurance, Dental Insurance, Vision Insurance. (Includes 3% premium increase projected by PEIA.) | Allowance for anticipated insurance costs |
| 900-106 Retirement | 5,000 | 61 | 1,485 | 3,515 | 30% | PERS I & II Employer Contribution 8% | |
| 900-109 OPEB | 650 | | 186 | 464 | 29% | RHBT Insurance | Allowance for anticipated retirement insurance increase. |
| 900-110 Fringe Benefits | 2,000 | 20 | 360 | 1,640 | 18% | 457(b) Deferred Compensation Employer Contribution (3%) | |
| 900-211 Telephone | 600 | 95 | 191 | 409 | 32% | | |
| 900-214 Travel Expense | 2,000 | | 615 | 1,385 | 31% | | |
| 900-221 Training & Education | 1,500 | | - | 1,500 | 0% | | |
| 900-341 Departmental Supplies | 750 | | - | 750 | 0% | Office supplies | |
| 900-566 Contributions | 107,500 | 7,666 | 42,049 | 65,451 | 39% | 50% Hotel/Motel tax revenue to support Pool/Tennis/Park expenses in the Parks & Rec budget. Additional $20,000 donation from the City to the P&R for these expenses. | |
| **TOTAL P&R** | **$ 197,000** | **$ 9,160** | **$ 65,771** | **$ 131,229** | 33% | | |

| ACCOUNT | CURRENT BUDGET | OCTOBER 2026 | FY 2027 YTD ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES AND EXPLANATIONS | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **VISITOR'S CENTER - 901** | | | | | | | |
| 901-567 Contributions | 87,500 | 7,666 | 22,049 | 65,451 | 25% | 50% of Hotel/Motel Tax Revenue Contribution to Jefferson County Visitor's Center. | |
| **TOTAL VISITOR'S CENTER** | **87,500** | **7,666** | **22,049** | **65,451** | 25% | | |
| **FAIRS/FESTIVALS - 903** | | | | | | | |
| 903-220 Advertising/Legal Publications | 2,000 | | - | 2,000 | 0% | Event Advertising | |
| 903-230 Contracted Services | 35,000 | | 4,646 | 30,354 | 13% | Stage/Sound ($5,000), Musicians ($5,000), Athlete Appearances ($10,000), Signage ($2,000), Inflatables ($2,000), Portable toilets ($1,000), Hospitality/lodging and meals for talent ($2,000), Shuttle bus ($1,500), Game Entertainment Avenue ($2,000) and other miscellaneous entertainment.<br>**Car Show**<br>Sound ($2,500), Announcer ($500), Model T Ford Car Club ($600), Porta Potts ($900), Gaming Trailer ($1,000) | |
| 903-238 Refunds | 100 | | - | 100 | 0% | | |
| 903-341 Departmental Supplies | 25,000 | 44 | 5,181 | 19,819 | 21% | **WV Fest**<br>Water/cups ($1,500), Tents ($1,500), Art Supplies ($800), Chairs & Railing ($1,000), Signage ($1,500)<br>**Car Show**<br>Trophies/Plaques ($4,700), Signage/Parking ($500), Water/Chips ($1,500)<br>**General**<br>Candy ($2,000), Contest prizes for Light the City and Xmas parade ($1,625), Christmas costumes, Signs ($500) | |
| 903-568 Contributions | 5,000 | | 2,500 | 2,500 | 50% | Donations to the Boys & Girls Club, High School Choir, and Jefferson High School Air Force ROTC. | |
| **TOTAL FAIRS/FESTIVALS** | **67,100** | **44** | **12,327** | **54,773** | 18% | | |
| **TOTAL EXPENSES** | **11,633,368** | **741,629** | **4,160,855** | **7,472,513** | 36% | | |
| **REVENUES OVER EXPENSES** | $ (0) | $ (282,111) | $ 2,055,409 | | | | |

the city of Charles Town, WV

# FY 2027 Capital Reserve Budget

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **CAPITAL BUDGET REVENUES** | | | | | | | |
| **Capital Reserve Carryover** | 6,529,550 | | $ 6,529,550 | $ (0) | 100% | $2,063,655 carryover balance from FY2026 Capital Reserve. This is carryover for unfinished projects noted in red. $2,067,199 additional grant carryover transferred to the grant projects worksheet. (Carryover will be adjusted in the 1st Revision in July 2026.) | Adjust carry over amount to actual balance as of June 30, 2026 |
| **368-000 Contributions from GF** | 880,730 | $ - | $ 880,730 | $ - | 100% | Contributions from GF (Determined in July 2026 1st Revision) | |
| **368-000 Contributions from GF** - Lottery / Gaming Revenue | 1,050,407 | $ 168,772 | $ 232,208 | $ 818,199 | 22% | All lottery/gaming revenue remitted to Charles Town gets transferred to Capital Reserve from General Fund. | |
| **341-000 Developer Proffers** | 255,000 | $ 12,240 | $ 116,660 | $ 138,340 | 46% | Developer Proffer fees. | |
| **380-000 Interest on Bank Accounts & Other Sources** | 100,000 | $ 7,951 | $ 30,654 | $ 69,346 | 31% | | |
| **TOTAL REVENUES** | **$ 8,815,687** | **$ 188,964** | **$ 7,789,802** | **$ 1,025,885** | **88%** | | |

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **CAPITAL BUDGET EXPENSES** | | | | | | | |
| **975 GENERAL GOVERNMENT** | | | | | | | |
| **Information Technology** | | | | | | | |
| **Computer Replacement -** 975-459 General Government Capital Outlay Technology | 25,000 | | $ - | $ 25,000 | 0% | Computer replacement program for all General Government departments. (5 replacements are planned.) | |
| **Tyler Tech Version 10 Software -** 975-459 General Government Capital Outlay Technology | 55,130 | $ 8,555 | $ 8,805 | $ 46,325 | 16% | Centralized Finance/Permitting/Zoning/Grants/Bond Tracking Software. This software will replace GoGov, MyGov, PSI, and enhance Incode. Having a centralized software will improve efficiency and reduce duplication of work. This software takes a year to implement. ($55,130 carried over from FY26.) | |
| **TOTAL INFORMATION TECHNOLOGY** | **$ 80,130** | **$ 8,555** | **$ 8,805** | **$ 71,325** | **11%** | | |
| **Other - General Government** | | | | | | | |
| **City Charter Re-write** - 975-223 General Government Professional Services | 60,000 | | $ - | $ 60,000 | 0% | | |
| **Comprehensive Plan Update** - 975-223 General Government Professional Services | 125,000 | | $ - | $ 125,000 | 0% | | Professional services to update the City's policy guide for decision making pertaining to future land use, growth & development, & resource preservation within the City's jurisdiction and Urban Growth Boundary |
| **Finance Policy Re-write** - 975-223 General Government Professional Services | 50,000 | | $ - | $ 50,000 | 0% | | |
| **Rouss Hall Landlord buy back -** 975-458 General Government Capital Outlay | 140,000 | $ 1,593 | $ 1,593 | $ 138,408 | 1% | $140,000 carried over from FY26. | |
| **Zoning & Subdivision Ordinance Overhaul -** 975-223 General Government Professional Services | 172,850 | $ 9,602 | $ 9,602 | $ 163,248 | 6% | Outsourcing costs to update this ordinance. It has not been updated since 2012 - This is a 2 year plan for a total of $250,000. ($172,850 carried over from FY26.) | |
| **Front Office Desks** - 975-459 General Government Equipment | 3,300 | | $ 3,205 | $ 95 | 97% | $3300 carried over from FY26. | |
| **TOTAL OTHER - GENERAL GOVERNMENT** | **$ 551,150** | **$ 11,194** | **$ 14,400** | **$ 301,750** | **3%** | | |
| **TOTAL GENERAL GOVERNMENT** | **$ 631,280** | **$ 19,749** | **$ 23,205** | **$ 373,075** | **4%** | | |

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **976 PUBLIC SAFETY** | | | | | | | |
| **Equipment** | | | | | | | |
| **Body Worn Cameras** - 976-460 Public Safety Capital Outlay Equipment | 32,000 | | $ - | $ 32,000 | 0% | | Replace 19 body worn cameras with expired warranties. Version V700 |
| **Office Chairs** - 976-460 Public Safety Capital Outlay Equipment | 8,100 | | $ - | $ 8,100 | 0% | | Replace 24 dilapidated office chairs. |
| **Officer Equipment -** 976-460 Public Safety Capital Outlay Equipment | 17,500 | | $ 7,175 | $ 10,325 | 41% | Equipment for new officer. (Taser, ballistic shield, baton, spike system, trauma aid kit, trauma pac kit, defibrillator, body worn camera, and desktop computer) | |
| **TOTAL EQUIPMENT** | **$ 57,600** | **$ -** | **$ 7,175** | **$ 10,325** | **12%** | | |
| **Information Technology** | | | | | | | |
| **Computer Replacement -** 975-460 General Government Capital Outlay Technology Police Department | 33,000 | | $ - | $ 33,000 | 0% | 6 In-car Panasonic Tough Tablets (To replace generation 3 reaching end of life.) | |
| **TOTAL INFORMATION TECHNOLOGY** | **$ 33,000** | **$ -** | **$ -** | **$ 33,000** | **0%** | | |
| **Vehicles** | | | | | | | |
| **Police Cars -** 976-459 Public Safety Capital Outlay Vehicles | 144,000 | | $ 140,850 | $ 3,150 | 98% | PD requests 2 vehicles per rotation schedule based on vehicle lifespan of 7 years. A third vehicle is requested this year for the new officer position. | |
| **Police Vehicle Upfit Costs -** 976-459 Public Safety Capital Outlay Vehicles | 48,000 | | $ 24,286 | $ 23,714 | 51% | Approximately $5000 per car is estimated for the 2 vehicles in the rotation schedule. This amount is for equipment installation labor. Equipment was purchased in FY25 through the COPS Grant. Cost for 3rd car is $38,000. | |
| **Replacement Police Vehicle & Upfit Costs** - 976-459 Public Safety Capital Outlay Vehicles | 100,407 | $ 46,042 | $ 46,042 | $ 54,365 | 46% | | |
| **TOTAL VEHICLES** | **$ 292,407** | **$ 46,042** | **$ 211,178** | **$ 81,229** | **72%** | | |
| **Parking** | | | | | | | |
| **Parking Meters -** 976-462 Public Safety | 5,000 | | $ 4,824 | $ 176 | 96% | 23 Parking meter mechanisms the replace the outdated Duncan meters as part of the replacement system implemented over the last 2 years. | |
| **TOTAL PARKING** | **$ 5,000** | **$ -** | **$ 4,824** | **$ 176** | **96%** | | |
| **TOTAL PUBLIC SAFETY** | **$ 388,007** | **$ 46,042** | **$ 223,177** | **$ 124,730** | **58%** | | |

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **977 STREETS & TRANSPORTATION** | | | | | | | |
| **Buildings** | | | | | | | |
| **Charles Washington Hall - Roof Replacement** - 977-457 Streets & Transportation Capital Outlay Buildings | 50,000 | | $ 6,767 | $ 43,233 | 14% | This is a small section of the rooftop that contains 4 rooftop AC units. This area has failed sealant and degraded membranes. It will be replaced with a 2 Ply-Cold System which has a useful life of 30 years. ($50,000 carried over from FY26.) | |
| **Charles Washington Hall - Painting of Exterior Windows/Doors/Trim** - 977-457 Streets & Transportation Capital Outlay Buildings | 60,000 | | $ - | $ 60,000 | 0% | | Painting of all outside wood surfaces at CWH. (Windows, doors, soffit, and facia) |
| **City Hall - Brick Repointing** - 977-457 Streets & Transportation Capital Outlay Buildings | 40,000 | | - | $ 40,000 | 0% | | Repair damaged mortar at City Hall. |
| **City Hall - Elevator Replacement** - 977-457 Streets & Transportation Capital Outlay Buildings | 70,000 | | - | $ 70,000 | 0% | | Replace City Hall elevator car and mechanical units. |
| **City Hall - Replace Rooftop AC Units** - 977-457 Streets & Transportation Capital Outlay Buildings | 45,730 | | $ - | $ 45,730 | 0% | Replacement of 2 City Hall rooftop AC units. ($45,730 carried over from FY26.) | |
| **City Hall - Restore Roof Section 2** - 977-457 Streets & Transportation Capital Outlay Buildings | 20,000 | | $ - | $ 20,000 | 0% | | Section 2 of the City Hall roof is in poor condition. This is an allowance to restore that area of the roof. |
| **Maintenance Yard Study & Engineering** - 977-457 Streets & Transportation Capital Outlay Buildings | 220,700 | | $ - | $ 220,700 | 0% | Maintenance yard study. Current maintenance yard is in poor condition and needs replaced or renovated. In FY26 Council requested that a study be conducted for the best location of the Maintenance Yard along with associated engineering. The engineering remains to be completed. ($220,700 carried over from FY26.) | |
| **Rouss Hall - Brick Repointing** -977-457 Streets & Transportation Capital Outlay Buildings | 20,000 | | $ - | $ 20,000 | 0% | | The west wall is severely deteriorated. This will provide an allowance to repair the mortar. |
| **Rouss Hall - Paint Exterior/Repair Rotted Sills** - 977-457 Streets & Transportation Capital Outlay Buildings | 209,975 | | $ - | $ 209,975 | 0% | All window sills at Rouss Hall have peeling paint and rotted wood. ($209,975 carried over from FY26.) | |
| **Rouss Hall - Apply roof coating** - 977-457 Streets & Transportation Capital Outlay Buildings | 31,250 | | $ - | $ 31,250 | 0% | The roof is rusting and has degraded metal panels. It will be replaced with a Cool Sil System which has a useful life of 10 years. ($31,250 carried over from FY26.) | |
| **TOTAL BUILDINGS** | **$ 767,655** | **$ -** | **$ 6,767** | **$ 760,888** | **1%** | | |

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **Streets/Infrastructure** | | | | | | | |
| **Art Alley Brick Stamped Pavement** - 977-458 Streets & Transportation Capital Outlay Other Improvements | 25,000 | | $ - | $ 25,000 | 0% | | Repave Art Alley and apply brick imprint. |
| **Brick Sidewalk Replacement - Washington St.** - 977-458 Streets & Transportation Capital Outlay Other Improvements | 55,000 | | $ - | $ 55,000 | 0% | | Replace brick sidewalk from the Post Office on W. Washington Street to 120 S. George St. |
| **Charles Street Engineering Study** - 977-461 Streets & Transportation Capital Outlay Stormwater Improvements | 369,975 | | $ - | $ 369,975 | 0% | Concept Plan for the shared street and event space shovel ready design for Charles Street. This document will assist with grant applications. ($79,975 carried over from FY26.) | Allowance to produce engineering-ready documents to make storm water corrections, bury utility lines, level the street, and transform streetscape into usable event space. |
| **Depot Square Design** - 977-458 Streets & Transportation Capital Outlay Other Improvements | - | | $ - | $ - | | Design for potential uses and amenities of the City's new town square. ($50,000 carried over from FY26.) | |
| **Sidewalks (ADA) & stormwater drain for Lawrence/Congress** - 977-458 Streets & Transportation Capital Outlay Other Improvements | 100,000 | | $ - | $ 100,000 | 0% | Stormwater repair and ADA sidewalks for the Lawrence & Congress intersection. Grant match was paid in FY26. This is an allowance for overages. Reduction Funding. ($5240 carried over from FY26.) | |
| **Stormwater Assessment Study** - 977-461 Streets & Transportation Capital Outlay Stormwater Improvements | 354,780 | | $ - | $ 354,780 | 0% | This funding is a 2 year plan to cover 6 study areas and 3 area reviews each year. ($125,955 carried over from FY26.) | Allowance to proceed to the full inventory and detailed analysis of Watersheds 1, 2, 3, 7, & 10 |
| **TOTAL STREETS/INFRASTRUCTURE** | **$ 904,755** | **$ -** | **$ -** | **$ 824,755** | **0%** | | |
| **Vehicles** | | | | | | | |
| **Bucket Truck** - 977-459 Streets & Transportation Capital Outlay Equipment | 175,000 | | $ 166,890 | $ 8,110 | 95% | Current bucket truck cannot safely reach the required heights for maintenance tasks. The cost of a new truck is approximately $170,000. The truck will be ordered in FY25 and received in July of FY27. ($175,000 carried over from FY26.) | |
| **Dump Truck** - 977-459 Streets & Transportation Capital Outlay Equipment | 90,000 | | $ - | $ 90,000 | 0% | | This dump truck includes a landscaping dump bed for hauling brush and snow |
| **Street Sweeper** - 977-459 Streets & Transportation Capital Outlay Equipment | 350,000 | | $ 344,890 | $ 5,110 | 99% | The current sweeper is unreliable and constantly being repaired. | |
| **Pick-up Truck** - 977-459 Streets & Transportation Capital Outlay Equipment | 70,000 | | $ - | $ 70,000 | 0% | Replacement of 2016 truck to include emergency lighting and utility bed. | |
| **TOTAL VEHICLES** | **$ 685,000** | **$ -** | **$ 511,780** | **$ 173,220** | **75%** | | |
| **Streets & Transportation Other** | | | | | | | |
| **Charles Washington Hall - 2 Refrigerators** - 977-459 Streets & Transportation Capital Outlay Equipment | 8,000 | | $ 6,435 | $ 1,565 | 80% | | 2 commercial refrigerators on 1st floor of Charles Washington Hall. (8000 carried over from FY26) |
| **Maintenance Yard Storage Containers** - 977-459 Streets & Transportation Capital Outlay Equipment | 25,000 | $ 2,700 | $ 2,700 | $ 22,300 | 11% | | |
| **Trash Can Replacement - Downtown** - 977-459 Streets & Transportation Capital Outlay Equipment | 70,000 | | $ - | $ 70,000 | 0% | | Replace 40 deteriorating trash in the Downtown District |
| **TOTAL STREETS & TRANSPORTATION OTHER** | **$ 103,000** | **$ 2,700** | **$ 9,135** | **$ 93,865** | **9%** | | |
| **TOTAL STREETS & TRANSPORTATION** | **$ 2,460,410** | **$ 2,700** | **$ 527,682** | **$ 1,852,728** | **21%** | | |

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **979 CULTURE & RECREATION** | | | | | | | |
| **Parks & Recreation** | | | | | | | |
| **Jefferson Memorial Park Tennis Court Resurfacing & Fencing** - 979-458 Culture & Recreation Other Improvements | 300,000 | | $ - | $ 300,000 | 0% | | Mill, pave, and apply acrylic sport court coating on the tennis courts. Install chain link fencing around the courts. |
| **Parks Master Plan** - 979-223 Culture & Recreation Professional Services | 200,000 | | $ - | $ 200,000 | 0% | | |
| **TOTAL PARKS & RECREATION** | **$ 500,000** | **$ -** | **$ -** | **$ 200,000** | **0%** | | |
| **Culture** | | | | | | | |
| **Christmas lights replacement along Washington & George Streets** - 979-458 Culture & Recreation Other Improvements | 25,000 | | $ 12,256 | $ 12,744 | 49% | Current lights are failing and need to be replaced. | |
| **Historical Signs -** 979-458 Culture & Recreation Other Improvements | 10,000 | | $ - | $ 10,000 | 0% | | |
| **Wayfinding signage -** 979-458 Culture & Recreation Other Improvements | 297,400 | $ 96,436 | $ 96,436 | $ 200,964 | 32% | CDD REQUEST $100K for Wayfinding Signage implementation (3 years of phases at $100,000 per year ending in FY27.) (Request related to 2023 CTNOW ARPA Request) ($197,400 carried over from FY26.) | |
| **TOTAL CULTURE** | **$ 332,400** | **$ 96,436** | **$ 108,692** | **$ 223,708** | **33%** | | |
| **TOTAL CULTURE AND RECREATION** | **$ 832,400** | **$ 96,436** | **$ 108,692** | **$ 423,708** | **13%** | | |
| Building Improvements Contingency | 349,160 | | $ - | $ 349,160 | 0% | Developer fees transferred from Building Commission in FY 2026 to the Capital Fund. This is the remaining balance as of 6/30/26. ($349,160 carried over from FY26.) | |
| Contingencies | 2,087,231 | | $ - | $ 2,087,231 | 0% | This amount will be adjusted in the 1st Revision in July 2026. | |
| Encumbrances for Subsequent Years | - | | $ - | $ - | | | |
| Transfer to Grant Projects | 2,067,199 | | $ - | $ 2,067,199 | **0%** | $76,444 to Augustine Avenue Project. $1,990,755 to JMP Pool Project. | |
| **TOTAL EXPENSES** | **$ 8,815,687** | **$ 164,927** | **$ 882,756** | **$ 7,277,831** | **10%** | | |
| **REVENUES OVER EXPENSES** | **$ (0)** | **$ 24,036** | **$ 6,907,046** | | | | |

# GRANT PROJECTS BUDGET

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES |
|---|---|---|---|---|---|---|
| **AUGUSTINE AVENUE GRANT PROJECT** | | | | | | |
| **REVENUES** | | | | | | |
| **Capital Reserve Carryover** | $ 76,444 | | $ - | $ 76,444 | 0% | This is a State project with 4 Federal grants that require upfront matches. The State will administer the project, therefore the City will only need to pay the matches. We will not receive any revenue or pay expenses that need to be reimbursed. All matches have been paid in previous years except a 76,444 match that is allocated for construction overages. The $76,444 is carried over from FY26. |
| **Augustine Avenue Trail Design Phase III DOH Reimbursement** | $ 111,115 | $ 22,394 | $ 121,675 | $ (10,560) | 110% | DOH reimbursement for the design of Phase III. ($111,115 carried over from FY26.) |
| **TOTAL REVENUES** | **$ 187,559** | **$ 22,394** | **$ 121,675** | **$ 65,884** | **65%** | |
| **EXPENSES** | | | | | | |
| **Augustine Avenue Trail Construction - Construction Phase II & III Encumbrance for FY27 -** 979-458 Culture & Recreation Other Improvements | $ 76,444 | | $ - | $ 76,444 | 0% | This allowance is for a grant match potential overages on the project in which the City may be responsible. ($76,444 carried over from FY26.) |
| **Augustine Avenue Trail Design Phase III** - 979-458 Culture & Recreation Other Improvements | $ 111,115 | | $ 79,487 | $ 31,628 | 72% | Phase III design expenses. ($111,115 carried over from FY26.) |
| **TOTAL EXPENSES** | **$ 187,559** | **$ -** | **$ 79,487** | **$ 108,072** | **42%** | |
| **AUGUSTINE AVENUE REVENUES OVER EXPENSES** | **$ -** | **$ 22,394** | **$ 42,188** | | | |

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES |
|---|---|---|---|---|---|---|
| **LIBERTY STREET FLOODING MITIGATION GRANT PROJECT** | | | | | | |
| **REVENUES** | | | | | | |
| **Capital Reserve Carryover** | $ - | | $ - | $ - | | |
| **365-000 Federal Grants - Chesapeake Bay Foundation** | $ 70,253 | | $ - | $ 70,253 | 0% | Total award is $172,445. This grant does not require a match. $77,600 was received in FY24, which leaves a remaining balance of $94,845 to be received. This is a reimbursable grant so we must budget all expenses and administer the project. ($70,253 carried over from FY26.) |
| **365-000 Federal Grants - FEMA** | $ 375,000 | | $ - | $ 375,000 | 0% | Total award is $680,774. FEMA will pay the City $375,000 and the City is required to match $305,774. This is a reimbursable grant so we must budget all expenses and administer the project. ($375,000 carried over from FY26.) |
| **TOTAL REVENUES** | **$ 445,253** | **$ -** | **$ -** | **$ 445,253** | **0%** | |
| **EXPENSES** | | | | | | |
| **Liberty Street Flooding Mitigation - Phase I -** 977-461 Streets & Transportation Capital Outlay Stormwater Improvements | $ 445,253 | | $ 33,655 | $ 411,598 | 8% | Total construction cost is $1,420,000. We have received two grants to support this project, both of which are reimbursable, therefore we must budget the entire cost of the project. $88,600 was paid in prior years, leaving the remaining cost at $1,331,400. ($445,253 carried over from FY26.) |
| **TOTAL EXPENSES** | **$ 445,253** | **$ -** | **$ 33,655** | **$ 411,598** | **8%** | |
| **LIBERTY STREET FLOODING REVENUES OVER EXPENSES** | **$ -** | **$ -** | **$ (33,655)** | | | |

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES |
|---|---|---|---|---|---|---|
| **JEFFERSON MEMORIAL POOL GRANT PROJECT** | | | | | | |
| **REVENUES** | | | | | | |
| **Capital Reserve Carryover** | $ 1,990,755 | | $ - | $ 1,990,755 | 0% | This is the City's portion of the cost of this project after receiving the Pool House LWCF and Pool LWCF Grants listed below totaling $1,850,692. The $1,990,755 includes the remaining City's $22,103 Pool House LWCF Grant match and $1,600,695 Pool LWCF Grant match and the remaining $1,198,610 is the City's out of pocket expenses not supported by grants. |
| **365-000 Federal Grants-Pool House LWCF** | $ 22,103 | | $ - | $ 22,103 | 0% | Total award is $499,994. National Park Service LWCF will pay the City $249,997 and the City is required to match $249,997. This is a reimbursable grant so we must budget all expenses and administer the project. ($22,103 carried over from FYU26.) |
| **365-000 Federal Grants-Pool LWCF Grant** | $ 893,908 | | $ - | $ 893,908 | 0% | Total award is $3,201,390. National Park Service LWCF will pay the City $1,600,695 and the City is required to match $1,600,695. This is a reimbursable grant so we must budget all expenses and administer the project. ($893,908 carried over from FY26.) |
| **TOTAL REVENUES** | **$ 2,906,766** | **$ -** | **$ -** | **$ 2,906,766** | **0%** | |
| **EXPENSES** | | | | | | |
| **JMP Pool House Renovation -** 979-458 Culture & Recreation Other Improvements - **Pool 1** | $ 831,636 | $ 101,187 | $ 332,289 | $ 499,347 | 40% | Total construction cost is $1,400,000. We have received a $499,994 grant to support this project, $249,997 will be received from National Park Service and the City must match $249,997. This grant is reimbursable, therefore we must budget the entire cost of the project. ($831,636 carried over from FY26.) |
| **JMP Pool Upgrade -** 979-458 Culture & Recreation Other Improvements **- Pool 2** | $ 2,075,130 | $ 552,630 | $ 986,597 | $ 1,088,533 | 48% | Total construction cost is $3,500,000. We have received a $3,201,390 grant to support this project, $1,600,695 will be received from National Park Service and the City must match $1,600,695. This grant is reimbursable, therefore we must budget the entire cost of the project. ($2.075.130 carried over from FY26.) |
| **TOTAL EXPENSES** | **$ 2,906,766** | **$ 653,818** | **$ 1,318,886** | **$ 1,587,880** | **45%** | |
| **JEFFERSON MEMORIAL POOL REVENUES OVER EXPENSES** | **$ -** | **$ (653,818)** | **$ (1,318,886)** | | | |

# GRANT PROJECT STATUS REPORT

## AUGUSTINE AVENUE

**Grant Type: Upfront Matching Grant** - Charles Town pays the match required to begin the project. The state manages and hires contractors to complete the project. The state pays all remaining costs unless the project runs over budget. The city is responsible for 20% of all overage costs.

**Notes:** Four grants are allocated to this project; Augustine Avenue Design TAP Grant which is designated to the design phase; Augustine Avenue Phase I & II TAP Grant which is assigned to Phase I & II; Augustine Avenue Phase III Capito Earmark which is allocated to Phase III; Liberty Street Sidewalk Upgrades (Moved to Augustine Avenue.) which will be used for Phase III overages if there are any.

| PROJECT COST | | GRANT BREAKDOWN | | | | | | | CITY'S OBLIGATION | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Description | Amount | Grant | Total Award | Federal Funding | City Match | Overage Cost | Federal Funding | City Match | Description | Amount | Amount Paid | Balance | Notes |
| Design Phase I & II | 145,421 | Design I & II | 145,421 | 116,337 | 29,084 | | | | Design I & II Match | 29,084 | 29,084 | - | Paid prior to FY 2023 |
| Phase I & II | 700,000 | Phase I & II | 700,000 | 560,000 | 140,000 | 73,596 | 58,877 | 14,719 | Phase I & II Match | 154,719 | 154,719 | - | $140,000 paid in FY 2024. $14,719 paid in FY 2025. |
| Phase III | 1,750,000 | Phase III | 1,750,000 | 1,400,000 | 350,000 | | | | Phase III Match | 350,000 | 350,000 | - | Paid in FY 2025 |
| | | Liberty Street Reallocation | 382,218 | 304,774 | 76,444 | | | | Liberty Street Reallocation Match | 76,444 | 0.00 | N/A | |
| **Total Cost** | **2,595,421** | **Totals** | **2,977,639** | **2,381,111** | **595,528** | **73,596** | **58,877** | **14,719** | **Total** | **610,247** | **533,803** | **-** | |

**City's Outstanding Balance: 0.00 Unless overages occur.**

## LIBERTY STREET FLOODING MITIGATION

**Grant Type:** Reimbursement Grant - Charles Town will cover the entire cost of the project and hire contractors to complete the work. As work is completed, the City of Charles Town will request reimbursement for eligible costs covered under the Federal award.

**Notes:** Two grants are allocated to this project; Chesapeake Bay Foundation Grant which is allotted for green infrastructure; FEMA Grant which is designated for stormwater mitigation upgrade.

| PROJECT COST | | GRANT BREAKDOWN | | | | CITY'S OBLIGATION | | | | | FEDERAL FUNDING RECEIVED | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Description | Amount | Grant | Total Award | Federal Funding | City Match | Description | Amount | Amount Paid | Balance | Notes | Description | Amount | Amount Paid | Balance | Notes |
| Flooding Mitigation Contract | 1,125,725 | Chesapeake Bay | 172,445 | 172,445 | 0 | FEMA Match | 305,774 | 305,774 | - | | Chesapeake Bay | 172,445 | 77,600 | 94,845 | Paid in FY 2024. |
| Management & Contingency | 293,453 | FEMA | 680,774 | 375,000 | 305,774 | Out of Pocket Expenses | 766,522 | 652,421 | 114,101 | $10,741 paid in FY 2025. $608,025 paid in FY2026. $33,655 paid in FY 2027. | FEMA | 375,000 | | 375,000 | |
| | | | | | | Reimbursable Grant Funding Expenses | 375,000 | 375,000 | - | | | | | | |
| **Total Cost** | **1,419,178** | **Totals** | **853,219** | **547,445** | **305,774** | **Total** | **1,447,296** | **1,333,195** | **114,101** | | **Total** | **547,445** | **77,600** | **469,845** | |

**City's Outstanding Balance: 114,101**

**Grant Outstanding Balance: 469,845**

## JEFFERSON MEMORIAL POOL

**Grant Type**: Reimbursement Grant - Charles Town will cover the entire cost of the project and hire contractors to complete the work. As work is completed, the City of Charles Town will request reimbursement for eligible costs covered under the Federal award.

**Notes:** Two grants are allocated to this project; LWCF Pool House Grant assigned to the construction of the pool house; LWCF Pool Grant designated to the construction of the pool.

| PROJECT COST | | GRANT BREAKDOWN | | | | CITY'S OBLIGATION | | | | | FEDERAL FUNDING RECEIVED | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Description | Amount | Grant | Total Award | Federal Funding | City Match | Description | Amount | Amount Paid | Balance | Notes | Description | Amount | Amount Paid | Balance | Notes |
| Pool House | 1,398,901 | LWCF Pool House | 500,000 | 250,000 | 250,000 | LWCF Pool House Match | 250,000 | 250,000 | - | Paid in FY2026 | LWCF Pool House | 250,000 | 113,106 | 136,894 | |
| Pool Construction | 3,494,550 | LWCF Pool | 3,201,390 | 1,600,695 | 1,600,695 | LWCF Pool Match | 1,600,698 | 1,600,698 | - | Paid in FY2026 | LWCF Pool | 1,600,698 | 706,787 | 893,911 | |
| | | | | | | Out of pocket expenses | 1,198,610 | | 1,198,610 | | | | | | |
| | | | | | | Reimbursable Grant Funding Expenses | 1,850,698 | 1,355,348 | 495,350 | $690,280 paid in FY 2026. $665,068.59 paid in FY 2027. | | | | | |
| **Total Cost** | **4,893,451** | **Totals** | **3,701,390** | **1,850,695** | **1,850,695** | **Total** | **4,900,006** | **3,206,046** | **1,693,960** | | **Total** | **1,850,698** | **819,893** | **1,030,805** | |

**City's Outstanding Balance: 1,693,960**

**Grant Outstanding Balance: 1,030,805**

# REPAVING BUDGET

| ACCOUNT | FY 2027 CURRENT BUDGET | OCTOBER 2026 | FY 2027 YEAR TO DATE ACTUAL | FY 2027 BUDGET BALANCE | % OVER/UNDER BUDGET | NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | | |
| Repaving Carryover | $ 1,571,997 | | $ 1,571,997 | $ 0 | 100% | Carryover balance from FY 2026 Repaving Funds. This is the amount of contingency left over from FY26. This amount will be adjusted in the first revision in July 2026. | Adjust carry over amount to actual balance as of June 30, 2026 |
| 369-100 Contributions from GF - Repaving Fees | $ 175,000 | $ 17,170 | $ 66,128 | $ 108,872 | 38% | Street Fees source = $4.10 fee, collected by the Charles Town Utility Board and remitted to the City of Charles Town for Capital Reserve Fund - Street Paving | |
| 380-000 Interest on Bank Accounts & Other Sources | $ 20,000 | $ 2,124 | $ 7,901 | $ 12,099 | 40% | | |
| **TOTAL REVENUES** | **$ 1,766,997** | **$ 19,294** | **$ 1,646,026** | **$ 120,972** | | | |
| **EXPENDITURES** | | | | | | | |
| 977-460 Streets & Transportation Capital Outlay Street Paving | $ 350,000 | | $ - | $ 350,000 | 0% | Jan 2023 Infrastructure Committee report identified 23 streets for repaving/repairs. This is an allowance for continuation of the repaving project. | |
| Paving Contingency - Streets & Transportation Capital Outlay Street Paving | $ 1,416,997 | | $ - | $ 1,416,997 | 0% | | |
| **TOTAL EXPENSES** | **$ 1,766,997** | **$ -** | **$ -** | **$ 1,766,997** | **$ -** | | |
| **REVENUES OVER EXPENSES** | **$ 0** | **$ 19,294** | **$ 1,646,026** | | | | |

the city of Charles Town, WV

# FY 2027 P&R

| REVENUES | CURRENT BUDGET | SEPTEMBER 2026 | OCTOBER 2026 | FY 2027 YEAR TO DATE | FY 2027 BUDGET BALANCE | FY 2027 % OVER/UNDER BUDGET | FINANCE NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|---|
| Carryover | 145,405 | | | 145,405 | 0 | 100% | | FY 2026 carryover brought into FY 2027. |
| 207-340-000 Pool Admission | 32,000 | | | 7,858 | 24,142 | 25% | | |
| 207-340-010 Pool Concession Stand | 8,000 | | | 2,603 | 5,397 | 33% | | |
| 207-340-020 Pool Rental | 4,000 | | | - | 4,000 | 0% | | |
| 207-340-030 Pool Passes | 3,500 | | | - | 3,500 | 0% | | |
| 207-340-040 Swimming Lessons | 5,000 | | | - | 5,000 | 0% | | |
| 207-340-100 Park Donations | 6,000 | | | - | 6,000 | 0% | | |
| 207-340-120 Hotel/Motel | 87,500 | 7,027 | 7,666 | 22,049 | 65,451 | 25% | | |
| 207-340-140 Tennis CIP Donations | - | | | - | - | | | |
| 207-340-210 Junior Tennis | 850 | | | - | 850 | 0% | | |
| 207-340-220 Tennis Lessons | 7,500 | 4,831 | | 4,831 | 2,669 | 64% | | |
| 207-340-520 Sale of Items | - | | | - | - | | | |
| 207-340-700 Pavilion Rental | 3,000 | 100 | 200 | 1,100 | 1,900 | 37% | | |
| 207-380-000 Interest on Investments | 2,000 | 226 | 250 | 889 | 1,111 | 44% | | |
| 207-369-000 Contributions from GF | 20,000 | | | 20,000 | - | 100% | | |
| 207-399-000 Misc. Rev.- CC Convenience Fees | 1,000 | | | 133 | 867 | 13% | | Convenience fees charged to customers to recover credit card processing costs. |
| **TOTAL REVENUES** | **325,755** | **12,183** | **8,116** | **204,869** | **120,886** | **122%** | | |

| EXPENSES | CURRENT BUDGET | SEPTEMBER 2026 | OCTOBER 2026 | FY 2027 YEAR TO DATE | FY 2027 BUDGET BALANCE | FY 2027 % OVER/UNDER BUDGET | FINANCE NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|---|
| 207-900-103 Salaries | 91,825 | 3,629 | | 24,066 | 67,759 | 26% | Pool - 15 Part-time employees @ $71,000<br>Tennis - 6 Part-time employees @ $12,000<br>Bonuses for Pool Staff and Concessions $3325 | |
| 207-900-104 FICA Tax Expense | 7,600 | 278 | | 3,425 | 4,175 | 45% | FICA @ 7.65% of Salary | |
| 207-900-108 Overtime | 3,000 | | | - | 3,000 | 0% | | |
| 207-900-211 Telephone | 1,000 | | | - | 1,000 | 0% | Jefferson Memorial Pool Phone Line ($80 a month) | |
| 207-900-213 Utilities | 16,200 | 2,043 | 656 | 4,097 | 12,103 | 25% | Charles Town Utility Board (Water) - Jeff Mem Park/Pool - $7,000<br>Potomac Edison (Electric) - Restroom Facilities, W. Liberty St., Jeff Mem Park/Pool - $8,000 | |
| 207-900-215 Buildings and Grounds | 12,000 | | | 982 | 11,018 | 8% | Grass/Weed killer, Light bulbs, Grass seed, straw, Outdoor lights, drain pipe, Boards for Benches, Bathroom Repairs, Painting Supplies, and Kiddie Matt mulch (moved from Department Supplies). | |
| 207-900-216 Pool supplies and equipment | 7,500 | | | 2,992 | 4,508 | 40% | Halltown Pool & Spa - Chemicals/Filters/Pool Maintenance (#50 Tabs, Lube, Soda Splash, Filter Fresh, Algicide, Test Kits, Gaskets, Bolts. | |
| 207-900-217 Automobile Repair & Maintenance | 1,000 | 13 | | 13 | 987 | 1% | | Air filters, vehicle repairs, state inspections, vehicle maintenance (brakes/rotors, tire repair/rotation, etc.) |
| 207-900-220 Advertising/Legal Pub | 500 | 159 | | 159 | 341 | 32% | Publishing fees | |
| 207-900-221 Training | 3,000 | 1,773 | | 2,628 | 372 | 88% | Pool Operation Certifications, Lifeguard Certifications (10 @ $200), Food Handler's Card (10 @ @15) | Allowance for Park Manager Pool Operation Certification |
| 207-900-222 Dues | 120 | | | - | 120 | 0% | NRPA Membership | |
| 207-900-226 Insurance & Bonds | - | | | - | - | | Commercial Property, Umbrella Liability, Automobile, | |
| 207-900-230 Contracted Services | 52,500 | 6,947 | 8,061 | 23,795 | 28,705 | 45% | Mowing (Evitts Run, Happy Retreat, Craig Hill, Willingham, Jeff Mem Park) - $35,000;<br>Porta Potty Setup/Clean and Service - $7,000<br>Payroll Processing - $2500<br>Annual Pest Control Services - $500<br>JMP Trash Service - $6500 | |
| 207-900-230 Community Foundation Landscaping - Contracted Services | 6,000 | | | 4,161 | 1,840 | 69% | Landscaping at JMP per JB Smith Foundation Trust contribution. | |
| 207-900-232 Bank Charges - CC Fees | 1,000 | | | 252 | 748 | 25% | | Credit card processing fees. |
| 207-900-236 Refunds | 500 | | | - | 500 | 0% | | |
| 207-900-237 Other Fees/Taxes | 300 | | | 299 | 1 | 100% | Pool permit fee Health Department | |
| 207-900-341 Departmental Supplies | 8,000 | 202 | | 4,310 | 3,690 | 54% | Floats and whistles, soccer, tennis, & volleyball nets, camera supplies, story trail supplies, dog waste bags | |
| 207-900-341 Junior Tennis Supplies | 850 | | | - | 850 | 0% | Jr. Tennis Girls and Boys Shirts and Jackets and tennis balls | |
| 207-900-342 Concession Stand Supplies | 4,000 | 297 | | 2,268 | 1,732 | 57% | | |
| 207-900-343 Auto Supplies (Gas, Oil & Tires) | 1,500 | 55 | | 103 | 1,397 | 7% | | Gas, oil changes and tires |
| 207-900-345 Uniforms | 2,500 | | | - | 2,500 | 0% | Life guard bathing suits | |
| 207-900-359 Capital Outlay | 94,860 | | | - | 94,860 | 0% | | |
| 207-699-568 Contingencies | 10,000 | | | - | 10,000 | | | |
| **TOTAL EXPENSES** | **325,755** | **15,395** | **8,717** | **73,550** | **252,205** | **23%** | | |
| **REVENUES OVER EXPENSES** | **0** | **(3,211)** | **(602)** | **131,319** | | | | |

## SHELIA CLIFFORD TRUST CAPITAL PROJECT

| REVENUES | CURRENT BUDGET | SEPTEMBER 2026 | OCTOBER 2026 | FY 2027 YEAR TO DATE | FY 2027 BUDGET BALANCE | FY 2027 % OVER/UNDER BUDGET | FINANCE NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|---|
| Carryover | 515,830 | | | 515,830 | (0) | 100% | Balance of portfolio at 2/28/26. | FY 2026 carryover brought into FY 2027. |
| 207-340-216 Clifford Trust Restricted Donation | - | | | - | - | | Additional donations received from the Clifford Trust. | |
| 207-380-000 Interest on Investments | - | | | - | - | | Interest earned on money market checking account. | |
| 207-380-050 Dividends | 15,000 | 1,566 | 1,560 | 6,173 | 8,827 | 41% | Dividends received on investments. | |
| 207-380-100 Gains/ Losses on Investments | - | | | - | - | | Gains/Losses received on investments. | |
| **TOTAL REVENUES** | **530,830** | **1,566** | **1,560** | **522,003** | **8,827** | **98%** | | |
| **EXPENSES** | **CURRENT BUDGET** | **SEPTEMBER 2026** | **OCTOBER 2026** | **FY 2027 YEAR TO DATE** | **FY 2027 BUDGET BALANCE** | **FY 2027 % BUDGET** | **FINANCE NOTES** | **REVISION #1 NOTES** |
| 207-900-223 Professional Services | 2,600 | 238 | 239 | 952 | 1,648 | 37% | Portfolio management fees. (Approximately $212.00 a month.) | |
| 207-900-459 Clifford Trust Capital Expenditures | 528,230 | | | - | 528,230 | - | baths with garden as specified in the Trust Agreement. | |
| **TOTAL EXPENSES** | **530,830** | **238** | **239** | **952** | **529,878** | **0%** | | |
| **REVENUES OVER EXPENSES** | **-** | **1,327** | **1,321** | **521,051** | | | | |

## REGION 3 EPA CLEAN PARKS THRIVING COMMUNITIES GRANT

| REVENUES | CURRENT BUDGET | SEPTEMBER 2026 | OCTOBER 2026 | FY 2027 YEAR TO DATE | FY 2027 BUDGET BALANCE | FY 2027 % OVER/UNDER BUDGET | FINANCE NOTES | REVISION #1 NOTES |
|---|---|---|---|---|---|---|---|---|
| 207-366-000 State Government Grants | 350,000 | 36,000 | | 36,000 | 314,000 | 10% | | |
| **TOTAL REVENUES** | **350,000** | **36,000** | **2,026** | **36,000** | **314,000** | **10%** | | |
| **EXPENSES** | **CURRENT BUDGET** | **SEPTEMBER 2026** | **OCTOBER 2026** | **FY 2027 YEAR TO DATE** | **FY 2027 BUDGET BALANCE** | **FY 2027 % BUDGET** | **FINANCE NOTES** | **REVISION #1 NOTES** |
| 207-900-230 Contracted Services | 350,000 | 26,000 | | 26,000 | 324,000 | 7% | | |
| **TOTAL EXPENSES** | **350,000** | **26,000** | **2,026** | **26,000** | **324,000** | **7%** | | |
| **REVENUES OVER EXPENSES** | **-** | **10,000** | **(2,026)** | **10,000** | | | | |

# CITY OF CHARLES TOWN
# BANK AND INVESTMENT ACCOUNTS
# BALANCES AS OF OCTOBER 30, 2026

| ACCOUNT | LAST 4 OF ACCOUNT # | FUND | BANK | GL ACCOUNT # | ACCOUNT BALANCE | UNRESTRICTED FUNDS | RESTRICTED FUNDS | UNENCUMBERED FUNDS | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| **001 GENERAL FUND** | | | | | | | | | |
| **This pool of money is used to support the operations of the City. This Fund is monitored by the State of WV. The City must submit a budget to the State in March of each year for approval in the following April. All revisions to the budget must be sent to the State for approval. These funds support all operational expenses accross the City departments. These departments are Economic Development, Mayor's Office, Council, City Manager, Treasurer, Court Clerk, Police Judges, City Attorney, Enforcement Agency, Building Inspections, Planning & Zoning, Elections, City Hall, Contributions, Parking, Police, Crossing Guards, Maintenance, and Fairs and Festivals. Several revenues are received by the General Fund and passed through to other funds. Hotel/Motel Taxes are collected and half is transferred to the P&R Fund. The other half is given to the County CVB. Street Improvement Fees are collected and transferred to the Capital Fund Repaving Budget. Finally, Gaming and Vidoe Lottery Income is collected and transferred to the Capital Fund. The Vacant Structures bank account is required in the City's Article 1759 Vacant Buildings Ordinance. Vacant structure fees are deposited into this account and expenditures related to maintaining and ensuring the safety of these buildings are disbursed from these funds.** | | | | | | | | |
| General Fund | 2792 | General | Bank of Charles Town | 001-101-010 | $ 1,829,202 | | $ 1,829,202 | | General Fund operations. |
| Vacant Structures | 9110 | General | Bank of Charles Town | 001-101-030 | $ 24,190 | | $ 24,190 | | Vacant buildings maintenance. |
| **002 COAL SEVERANCE** | | | | | | | | | |
| **This fund is a special revenue fund that is supported by the collection of a tax on the production of coal in the state. Because Jefferson County is not a coal producing county, we get a portion of the proceeds based on population. This budget is monitored by the State as well. The City must submit a budget to the State in March of each year to be approved in the following April just as we do for the General Fund. The Council has decided to use these funds to support the enhancement of the P&R pool. This P&R expenditure is approved by the State of WV.** | | | | | | | | | |
| Coal Severance Tax Revenue Fund | 2946 | Coal Severance | Bank of Charles Town | 002-101-050 | $ 127,313 | | $ 127,313 | | Special revenue fund used for P&R pool. |
| **003 RESIDUAL FUND** | | | | | | | | | |
| **Another name for this fund is the Rainy Day Fund. This is the City's savings fund. The State allows us to save 30% of our General Fund budget. The FY 2026 budget is $9,274,625. Therefore, the total of the accounts below cannot exceed $2,782,387. Given that information, the City can set aside aproximately one million additional dollars for savings in the Residual Fund. This money can be used to cover General Fund shortfalls or any other purpose the City considers appropriate.** | | | | | | | | | |
| Residual Fund | 2112 | Residual | Bank of Charles Town | 003-101-070 | $ 1,509,271 | $ 1,509,271 | | $ 1,509,271 | Savings account/emergency fund for the city. Maximum balance can be 30% of general fund budget. No planned expenditures. Annual interest is 3.23% |
| Fidelity City Residual Fund #9959 | 9959 | Residual | United Capital Fidelity | 003-101-200 | $ 924,849 | $ 924,849 | | $ 924,849 | Investment fund for GF budget stabalization. |
| **008 SALES TAX** | | | | | | | | | |
| **The revenue that is received in this fund is the 1% city sales tax on the sale of goods and services that businesses operating within the Charles Town city limits must charge their customers. The State collects this tax for us and sends a quarterly payment to this fund. This money is unrestricted and can be used for whatever the City deems appropriate. Currently our ordinances declare that the money must first be used to pay debt obligations. In the FY 2026 General Fund budget the City is bringing in 1.5 million from the Sales Tax Fund. Approximately $325,000 of that money will be used to pay monthly bond/loan payments. The remaining $1,175,000 is allocated for City operations.** | | | | | | | | | |
| Sales Tax | 3012 | Sales Tax | Bank of Charles Town | 008-101-000 | $ 6,113,787 | $ 6,113,787 | $ - | $ 6,113,787 | $1.5 million committed to General Fund for FY 2026. Debt service is to be paid first per ordinance. |
| **011 CHARLES WASHINGTON HALL LANDLORD FUND** | | | | | | | | | |
| **This fund was formed to create a LLC to redeem Federal and State historical tax credits associated with the renovation of Charles Washington Hall in 2014-2017. Because those obligations have been fulfilled the money in this account has been transferred to the Capital Reserve Fund and designated to building repair.** | | | | | | | | | |
| CWH Landlord, LLC | 3365 | CWH Landlord | Bank of Charles Town | 011-101-000 | $ 772 | $ 772 | $ - | $ 772 | Unrestricted revenues from the sale of federal historic tax credits. $25,000 allocated for possible option by out. |
| **020 HOUSING REHAB FUND** | | | | | | | | | |
| **The Housing Rehabilitation Program was established in the 1980's when the City received HUD income for community housing rehabilitation. In the past, this was a loan program to the community. This program ceased several years ago. The money is now being used in the General Fund to support nuisance property expenses.** | | | | | | | | | |
| Housing Rehab Program | 2100 | CDBG | Bank of Charles Town | 020-101-000 | $ 69,041 | $ - | $ 69,041 | | Funds restricted to housing rehab services. |

| ACCOUNT | LAST 4 OF ACCOUNT # | FUND | BANK | GL ACCOUNT # | ACCOUNT BALANCE | UNRESTRICTED FUNDS | RESTRICTED FUNDS | UNENCUMBERED FUNDS | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| **021 POLICE INVESTIGATIVE FUND** | | | | | | | | | |
| **This Fund contains restricted money specifcally for police use. There are two accounts associated with this fund, Police Investitation and Federal Equitable. The Police Investigation account is generated from income received from the City's involvement in local confiscated property. These funds must be used for police purposes. The Federal Equitable account is generated from the City's involvement in the County TASK Force. Funds received are the City's portion of property confiscated by the TASK Force. These funds are monitored by the State TASK Force.** | | | | | | | | | |
| Federal Equitable Fund | 2873 | Investigative | Bank of Charles Town | 021-101-020 | $ 127,581 | $ - | $ 127,581 | | Funds restricted for limited police activities per Department of Justice guidelines. |
| Police Investigation Account | 2814 | Investigative | Bank of Charles Town | 021-101-010 | $ 49,373 | | $ 49,373 | | Funds for police use. |
| **026 OPIOID FUND** | | | | | | | | | |
| **These funds exist from a legal settlement of the State against opioid manufacturrers, distributors, and pharmacies due to their contribution to the misues of opioids. The State mandates that the money must be used for treatment and recovery programs, mental health services, support of law enforcement and first responders, provision of prevention education, or improved access to Narcan. There will be annual distributions of approximately $35,000 through 2028. The council has determined that this money will be used to support social worker salaries for services on drug related calls.** | | | | | | | | | |
| Opioid Settlement Fund | 2106 | Opioid Fund | Bank of Charles Town | 026-101-010 | $ 157,164 | | $ 157,164 | | Special revenue fund. Council is determining use of funds per State |
| **200 CAPITAL RESERVE FUND** | | | | | | | | | |
| **Capital Reserve money is used to support capital expenditures. These expenditures are normally no less than $5000. A capital expense may be a purchase of land, buildings, vehicles, equipment, or infrastructure construction. They are usually one time expenditures that become fixed assets, and may be supported by grants. There are 3 checking accounts associated with the Capital Fund. The first bank account is the Capital Reserve account which pays for the capital purchases. This account is supported from lottery proceeds, developer fees, and transfers from the General Fund. The second bank account is the Repaving account which pays for the paving and construction of roads. This account is supported from repaving fees assessed on Charles Town residents. The City collects $48 annually from each Charles Town household to support paving. The final account, the EPA account, is the bank account in which grants are received. This is a pass through account. The balance of this bank account should always be zero because the money received should be immediately transferred out to the account that it is reimbursing.** | | | | | | | | | |
| Capital Reserve Fund | 2822 | Capital Reserve | Bank of Charles Town | 200-101-000 | $ 6,041,475 | $ 2,137,231 | $ 3,904,244 | $ 2,137,231 | Funding for capital projects and grant projects approved in FY 2026 Capital Budget. |
| EPA/RLF Fund | 2911 | Capital Reserve | Bank of Charles Town | 200-101-200 | $ 702 | $ - | $ 702 | | EPA project completed, but account remains open because it is a depository for Federal Equitable revenue and reimbursable grants. |
| Repaving | 2094 | Capital Reserve | Bank of Charles Town | 200-101-090 | $ 1,679,101 | | $ 1,679,101 | $ 1,402,162 | Special revenue for resurfacing projects approved in FY 2025 Capital Budget. |
| **207 PARKS & RECREATION FUND** | | | | | | | | | |
| **The Parks & Recreation Fund is designated to support the operations of the parks, the pool, and P&R programs. Parks & Recreation is a separate entify from the City. There are 3 checking accounts associated with the P&R Fund. They are the P&R Operating account, the P&R Capital Improvement account, and the Clifford Trust. The Operations bank account is used to support the operations of the Parks Program. The main revenue for that account is Hotel/Motel Taxes that are collected in the General Fund and passed on to P&R per City ordinances. The Capital Improvement bank account is supported from community donations and transfers from the P&R Operating account. The Clifford Trust is restricted for specific purposes per the donors' request. These funds are to be used to enhance Jefferson Memorial Park by constructing a dog watering station with a pavilion and heated bird baths with a garden.** | | | | | | | | | |
| Parks & Rec | 2881 | Parks & Recreation | Bank of Charles Town | 207-101-000 | $ 96,294 | | $ 96,294 | | Operating account for Parks and Recreation. |
| Parks & Rec Capital Improvement | 7203 | Parks & Recreation | Bank of Charles Town | 207-101-050 | $ 95,102 | | $ 95,102 | | Account designated to P&R donations/contributions for future Parks capital improvement (i.e. tennis courts, pool, etc.) |
| JMP-Sheila Clifford Trust | 2876 | Parks & Recreation | Bank of Charles Town | 207-101-040 | $ 521,051 | | $ 521,051 | | Funds for the construction of a dog watering station and pavilion as well as heated bird baths and gardens at Jefferson Memorial Park. |
| **400 BUILDING COMMISSION FUND** | | | | | | | | | |
| **The Building Commission is a separate entity from the City. It's purpose is to incur debt on behalf of the City. The properties that the debt are held against are owned by the Building Commission and leased to the City. This relationship exists between the Building Commission and the City until the debt is paid off. Then the property can be given back to the City. Currently there are 3 bonds/loans that the Building Commission holds for the City. The first one is a USDA Bond for Charles Washington Hall. The balance of the bond as of 5/15/2025 is $2,377,573 with monthly payments of $12,840. The second bond is another USDA Bond for Charles Washington Hall. The balance of this bond as of 5/15/25 is $751,198 with monthly payments of $3827. The final loan is held at the Bank of Charles Town at $1,637,630 as of 4/30/25. The monthly payments for this loan is $10,390.98. The Building Commission receives monthly lease payments from the General Fund to support these bond/loan payments. The Building Commission holds one year of bond/loan payments totaling approximately $325,000 in its checking account on reserve.** | | | | | | | | | |
| Building Commission | 4862 | Bldg Commission | Bank of Charles Town | 400-101-000 | $ 321,470 | $ - | $ 321,470 | | Near -term expenditures (i.e. debt service) are paid from the BC fund and directly reimbursed through monthly lease payments from the General Fund. |

| ACCOUNT | LAST 4 OF ACCOUNT # | FUND | BANK | GL ACCOUNT # | ACCOUNT BALANCE | UNRESTRICTED FUNDS | RESTRICTED FUNDS | UNENCUMBERED FUNDS | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| **700 POLICE PENSION FUND** | | | | | | | | | |
| **Money in the Police Penson Fund is designated for payroll and benefit payments to retired police officers and/or surving spouses. This is a separate entity from the City. There are 3 members in the plan. The City is obligated to pay a portion of the expenses calculated through information provided from Bolton. This is a transfer from the General Fund Police Budget. When the City's obligation is paid, the State will make an annual contribution to support the payroll expenses as well. The State has strict rules and reporting requirements regarding this account. The Fidelity Pension Investment account is held for future pension payments.** | | | | | | | | | |
| Police Pension Relief Fund | 2118 | Police Pension | Bank of Charles Town | 700-101-000 | $ 130,001 | | $ 130,001 | | Funds used to support pension beneficiaries. Includes employer contributions from the General Fund calculated annually from the Bolton Actuarial Valuation Report and one annual State contrubition. |
| Fidelity Police Pension Fund #6846 | 6846 | Police Pension | United Capital Fidelity | 700-101-200 | $ 607,301 | | $ 607,301 | | Investment fund for restricted use of future pension payments. |
| **900 BOND ESCROW FUND** | | | | | | | | | |
| **The purpose of this fund is to hold developer bonds until project completion. When construction has been completed, inspected, and approved by Council for release, the money is given back to the developer. If the developer does not complete construction as required, the City keeps the funds to make the needed changes. Currently the City is only holding one bond in the amount of $107,157.** | | | | | | | | | |
| Bond Escrow Fund | 3004 | Bond Escrow | Bank of Charles Town | 900-101-000 | $ 99,279 | | $ 99,279 | | Account is used to deposit bond funds from developers and held until projects are completed. |

| | | | | |
|---|---|---|---|---|
| **Total Bank Accounts……** | **$ 18,992,166** | | | |
| **Total Investment Accounts……** | **$ 1,532,150** | | | |
| **Total Funds……** | **$ 20,524,316** | **$ 10,685,909** | **$ 9,838,406** | **$ 12,088,071** |

*Definations:*

**Restricted Funds - Monies that are legally or contractually required to be used for a specific purpose.*

***Unrestricted Funds - Monies that are not designated for a specific purpose. These funds can be used for whatever the City deems appropriate.*

****Unemcumbered Funds - Monies that have not been set aside or committed to a specifc contract, project, or obligation.*

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2140: Board of Parks and Recreation Meeting - October 12, 2026

**ATTACHMENTS:**

- September_2026_Meeting_Minutes.pdf
- Parks and Rec Report October 2026.pdf

# City of Charles Town

## Parks and Recreation Commission Report

## September 10, 2026 / 6:00 PM / City Hall

### I. CALL TO ORDER: 6:01 PM

Persons Present:

Commissioners Present: Alden Roth, Thrudy Roth, Elizabeth Ricketts, Nick Zaglifa (Remote)

Staff: Gavin Bailey

Guests: Tammy Connors, Meridith Marshall

### II. APPROVAL OF MINUTES:

The Commission considered approval of the minutes from the August 13, 2026 regular meeting and the August 20, 2026 special meeting.

Motioned: A. Roth, hearing no objection approved- *Unanimous*

### III. UNFINISHED BUSINESS

#### 2026-1893 Charles Town Public Pool Splash Pad Update

Staff reported that splash pad construction will commence soon. Snow guards were installed on the roof last week. Staff will provide additional information as it becomes available.

No Action.

#### 2026-1894 Pool Operations Discussion

Staff presented an estimate from TechStar and is obtaining an additional estimate from MS Johnson, the contractor that worked on the HVAC unit in the lifeguard lounge. Preliminary assessment indicates a separate, larger unit than the lifeguard lounge unit may be required. Sizing considerations include the windows, five compressor units (two refrigerators, one freezer, one ice cream machine, and one slushie machine), and two heating elements (one hot holder and one hotdog roller).

The board also discussed the end of season bonuses for all pool staff.

Motion: Approve end of season bonus for all pool staff members regardless of calculated hours.

Motioned: E. Ricketts, 2nd: T. Roth

*Unanimous*

**2026-1895 CLEAN Parks Initiative**

Staff reported that the RFP has been distributed to firms and is being advertised, with a submittal deadline of September 16th. The project has been granted an extension to April 30, 2027, with significant flexibility on deliverables. All parties must be paid by April 30, 2027, and must meet certain deliverables by that date; however, the City has discretion over those deliverables, and work may continue afterward.

No Action.

**2026-1896 Insurance Requirements for Events at Happy Retreat**

Staff reported that the current certificate of insurance (COI) section of the MOU states only that the City will coordinate with Happy Retreat. Staff was directed to coordinate with the Friends of Happy Retreat to include the City of Charles Town as being one of the insured parties in their insurance requirements for renters and vendors.

No Action.

**2026-1896 Parks Master Plan Discussion**

The RFP was added to the agenda packet. It was reported that the Depot District will be under the management of Parks and Rec.

No Action.

**IV. NEW BUSINESS**

**2026-1898 Additional Lighting at Pickleball and Basketball Courts**

Staff reported that some companies declined the job as outside their scope of work or too small. Two estimates were received: one from FSG (turnkey, including supplies and installation) and one from Brite Court (materials only, installation not included). More estimates are being made and staff will return with updates.

Motion: to table item until there are additional quotes.

Motioned: E. Ricketts, 2nd N. Zaglifa

Aye: E. Ricketts, N. Zaglifa, T. Roth

Nay: A. Roth

*Passed*

**2026-1899 Native Plants at Pickleball Courts**

A diagram from Tree Board president Aaron Amore was included for the Commission's consideration around the new pickleball court at Jefferson Memorial Park. First Energy might have a grant to support

Motion: to forward to Charles Town Tree Board for consideration and to seek grant funding.

Motioned: E. Ricketts, 2nd: N. Zaglifa

*Unanimous*

**2026-1900 Selection of CLEAN Parks RFP Evaluation Panel**

The Commission discussed the selection of an evaluation panel for the CLEAN Parks RFP.

Motion: to form a selection committee with the following members pending their willingness to be involved: Elizabeth Ricketts, Kevin Derr, Alden Roth, and John Maxey, with alternative member Jamila Jones.

Motioned: E. Ricketts, 2nd: N. Zaglifa

**CLEAN Parks RFP Optional Scope Funding**

The Commission discussed optional scope funding for the CLEAN Parks RFP.

No Action.

**2026-1901 Authorization of Spokesperson for RFP Negotiations**

The Commission discussed authorizing a spokesperson for RFP negotiations.

Motion: to Nominate Alden Roth as the committee spokesperson for the CLEAN Parks RFP evaluation panel.

Motioned: E. Ricketts, 2nd: T. Roth

*Unanimous*

**2026-1902 Tree Maintenance RFP Discussion**

The Commission reviewed a survey conducted by maintenance director Jim Wysong and board president Alden Roth, a map of the survey for Jefferson Memorial Park, and a prior survey conducted by Viking with an estimate for tree removal.

Motion: authorize staff to utilize $9,999 from parks and recreation capital outlay for the removal of the 2 or 3 trees of most concern around the pool.

Motion: E. Ricketts, 2nd: T. Roth

*Unanimous*

**2026-1903 Fall Junior Tennis and MOU Review**

The Commission reviewed the Junior Tennis MOU. The director of Junior tennis is currently holding informal meetings at the park, acting outside of the league with no monetary support or ability to reserve courts.

> Motion: to waive the fall junior tennis registration fee for fall 2026 with the understanding that the city of Charles Town will not make any purchases on the league's behalf.
>
> Motioned: E. Ricketts, 2nd N. Zaglifa
>
> *Unanimous*

**2026-1904 Use of Pool by the Swim Team in 2027**

Members of the Swim Team Tammy Connors and Meridith Marshall came in for comment about the use of the pool by the Jeferson Memorial Park Dolphins Swim Team. They stressed the teams history and the demand that exists for specifically summer swimming programs in the area. They are open to discussing scheduling for swim team practices and further discussion will be held at a later time.

> *No action.*

**2026-1905 Recommended Parkland Language for Citywide Zoning Rewrite**

Document was provided as a table drop.

> Motion: to table.
> Motioned: E. Ricketts, 2nd: A. Roth
> Aye: E. Ricketts, A. Roth, T. Roth
> Nay: N. Zaglifa
> *Passed*

**2026-1906 MANAGER'S REPORT**

Staff provided updates in a report seen in the agenda packet. Of note is the scheduling of a bridge dedication event at Happy Retreat Park.

> Motion: to have the Friends of Happy Retreat decide the best date.
>
> Motioned: A. Roth, 2nd: T. Roth
>
> *Unanimous*

The parks manager also informed the board that he has provided his two-week notice to the city and will be resigning in the 4th week of September.

**2026-1907: Park Updates**

None.

**VI. ADJOURNMENT: 8:04 PM**

**VII. NEXT MEETING: City Hall - October 8th, 2026 at 6pm**

City of Charles Town

# Parks and Recreation Commission Report
# October 2026

October 8, 2026 / 6:05 PM / City Hall

## I. CALL TO ORDER:

Persons Present:

Commissioners Present: Alden Roth, Elizabeth Ricketts, Nick Zaglifa, Trudy Roth, Kevin Derr, Thomas Mitchell (newly appointed member)

Staff: Steven Galleher (designated as Parks Director by vote of the City Council on September 21, 2026), Alissa Meeks (virtual)

Guest: John Dorsey (Baker Hall Trust)

## II. APPROVAL OF MINUTES:

**Meeting Minutes - September 10, 2026** - needed edits - hold for approval until next meeting

## III. UNFINISHED BUSINESS

**2026-1994: Charles Town Public Pool Splash Pad Update**

Mr. Galleher updated the Commissioners that the rock has been removed and that the splash pad equipment vault delivery is being delayed until October 20th. Bi-weekly progress meetings are occurring between staff and contractors. Completion date remains weather-dependent.

**No Action.**

**2026-1995: Pool Operations Discussion**

Staff updated the Commissioners about the HVAC situation in the concessions room of the Pool House. Staff had a meeting with the original HVAC vendor. Staff recommendation was to move forward with a dehumidifier and larger industrial fans for the concession area but not to install a minisplit or update the HVAC.

The Commissioners were reminded of the October 17th tree planting by the Tree Board in the area around the drainage of the pool.

Commissioners voted to use one of the metal sign holders to indicate to the public that the poolhouse bathroom is open year-round for public use and to display near the former site of the large portable toilet.

**Motion:** *Motion to authorize Operations Director to put signage at JMP to direct people to the open poolhouse bathroom.*
**Motion:** K. Derr; **2nd:** T. Roth
*Unanimous*

**2026-1996: CLEAN Parks Initiative**

Commissioners Ricketts and Roth who serve on the CLEAN Parks Committee discussed that six proposals were reviewed, three were short-listed, and that the selection committee will be working to finalize an agreement with the top firm.

**No Action.**

**2026-1997: CLEAN Parks RFP Optional Scope Funding**

Commissioners discussed the CLEAN Parks optional recreation planning scope

**Motion:** *To direct to proceed without additional optional scope funding*
**Motion:** K. Derr; **2nd:** T. Roth
*Unanimous*

**2026-1998: Additional Lighting at Pickleball and Basketball Court**

Item remained tabled.

**2026-1999: Tree Maintenance RFP Discussion**

At least one of the trees authorized for removal has been taken down. Staff did not have an update at this time on the other trees or overall cost.

**No Action.**

**2026-2000: Recommended Parkland Language for Citywide Zoning Rewrite**

The Commissioners discussed their recommendations for the re-write of the City SLDO regarding parks, parkland dedication, and fee in lieu of requirements. Commissioner Ricketts will bring the recommendations to James Newman (staff) and Micheal Baker (the consultant for the re-write).

**Motion to Untable** **Motion:** E. Ricketts; **2nd:** K. Derr ***unanimous***

**Motion:** *To approve draft and edits discussed for proposal to the zoning/SLDO re-write committee.*

**Motion:** K. Derr; **2nd:** N. Zaglifa

***unanimous***

**2026-2004: Parks Master Plan**

The Commissioners discussed the RFP and efforts for the Parks Master Plan.

**No Action.**

## IV. NEW BUSINESS

**2026-2001: Evitts Run Garden Ownership Transfer**

Susan Gay from the Shenandoah Garden Club shared with the Commissioners the history of the garden club's work at Evitts Run Park since 2014. The club has since disbanded and this leaves a void in the care and maintenance of the garden. Ms. Gay has been paying R&L Landscaping Co directly for mulch, up to 3 staff, weeding, cutting, and edging at a cost around $2,000 per year. The Commissioners discussed needing a budget update before proceeding but could consider a "Do Not Exceed" amount for R&L Landscaping or incorporating the garden into other maintenance contracts.

**Motion:** to table item **Motion:** E. Ricketts; **2nd:** K. Derr u***nanimous***

**2026-2002: JMP Baker Hall Trust Document Review**

Mr. John Dorsey attended to discuss the trust modification and the non-judicial settlement agreement. W. Baker Hall had established a trust in 1972 to benefit family, Citizens Fire Company, Independent Fire Company, and Jefferson County Memorial Park. The Jefferson Memorial Park Corporation, Inc. is being liquidated. This will result in an unknown sum of funding being designated for the City of Charles Town Parks and Recreation on an annual basis.

**Motion:** *To authorize Commission President Alden Roth to sign the non-judicial settlement agreement for the Baker Hall Trust*

**Motion:** E. Ricketts; **2nd:** T. Roth

*Unanimous*

**2026-2003: Park Updates**

The Committee discussed various issues and updates regarding the City parks. This included that the bridge at Happy Retreat was dedicated in honor of Mr. Chet Hines; lights on timer at JMP tennis courts need to be adjusted (did not turn on as scheduled); the City Council decided that the Skate Park is no longer an option for the future Maintenance Yard and will remain park land.

*No Action*

**2026-2005: Parks Manager Position Vacancy**

Mr. Galleher as the current Parks Director gave an update to the Commissioners that over 15 applications have been received for the Parks Manager position.

*No Action.*

**V. ADJOURNMENT:** 08:56 PM

**VI. NEXT MEETING: Thursday,** November 12th 6PM at City Hall.

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2141: City Manager's Report - November 16, 2026

**ATTACHMENTS:**

- City Manager's Report - November 16th.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: November 16, 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**

Congress Street Lights: The Jefferson County Board of Education Operations and Maintenance staff will begin providing replacement heads/lights for the flashing caution lights along Congress Street.

Charles Washington Hall Roof/Rouss Hall: Near completion but still has flashing and trim to complete. The bell tower at Rouss Hall was coated and near complete.

JMP & Evitts Run Trees: Two trees at the JMP Park were removed to protect the fence and new pool house and a large maple at Evitts Run Park was removed.

Leaf Collection: The Maintenance team will aim to conduct leaves collection on Mondays and Fridays.

JMP Splash Pad: The splash pad is approximately 35% complete.

Parks Manager Position: There have been three (3) interviews for the position and decisions/next steps will be forthcoming.

City Christmas Lunch: Scheduled for December 11, 2026 at 12PM.

City Hall Closure: City Hall will close on Wednesday, November 25th at noon and be closed Thursday, November 26 for Thanksgiving Day and Friday, November 27th for Lincoln's Day.

**COMMUNITY AND ECONOMIC DEVELOPMENT**

Perry Annexation Charrette: Charles Town Library Community Room – 10/10-10/17.

HEPMPO Intersection Safety Study On-Site Visit: Review for the pre-site meeting intended to address and identify problematic area intersections.
Ranson City Hall 312 S. Mildred Street Ranson (Third Floor Conference Room)

Long Range Planner Applications: Applications are being reviewed and interviews are forthcoming.

**FINANCE**

Finance Policy Rewrite: The firm Brown & Edwards will be on-site November 18-20 to meet with city staff and the Finance Committee.

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2090: Public Hearing: TXA2026-01 - Flood Control Ordinance - Second Read

**ATTACHMENTS:**

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Ordinance
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2156: Second Reading: TXA2026-01 - Flood Control Ordinance

**ATTACHMENTS:**

- 1._Report - Flood Plain.pdf
- Article 1741 - Flood Control.pdf
- Resolution - Floodplain Management.pdf

**Date:** For the October 19, 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. Council Action**

Council voted unanimously to start the public hearing process at their October 5, 2026 meeting.

**F. Request**

Council should vote to approve the first read to amend the Codified Ordinances of the City of Charles Town Part 17, Chapter 3, Article 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**)

# ARTICLE 1741

## Flood Control

**1741.01 General provisions.**
**1741.02 Establishment of the floodplain area.**
**1741.03 Utilization of floodplain area.**
**1741.04 Criteria for building permit and site plan approval.**
**1741.05 Elevation and floodproofing criteria.**
**1741.06 Design and construction standards.**
**1741.07 Appeals and penalties.**
**1741.08 Severability and liability.**
**1741.09 Definitions.**

CROSS REFERENCES

Floodplain area management - see W. Va. Code 7-1-3(v)
Flood control projects - see W. Va. Code 8-30-1

### 1741.01 GENERAL PROVISIONS.

(a) Intent. The intent of this article is to:

(1) Promote the general health, welfare, and safety of the community.

(2) Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.

(3) Minimize danger to public health and safety by protecting water supply and sanitary sewage disposal in cooperation with the County Sanitarian, and to protect natural drainage.

(4) Ensure the Jefferson County Assessor obtains information concerning improvement of real property as required by West Virginia State Code §11-3-3A.

(5) Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing the unwise design and construction of development in areas subject to flooding.

(b) Authority. This article is adopted pursuant to West Virginia Code §8A-7-2(b)(12), which gives municipalities the authority to identify flood-prone areas subject to periodic flooding and regulate with specific control the permitted use, type of construction and height of floor levels above base flood elevation permitted in the area so as to lessen or avoid the hazards to persons and damage to property resulting from the accumulation of storm or flood waters.

(c) Abrogation and Greater Restrictions. This article supersedes any ordinances currently in effect in flood prone areas. However, any ordinance shall remain in full force and effect to the extent that its provisions are more restrictive.

(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,~~ November 27, 2026,or the most recent revision thereof. In all areas covered by this district, no person, partnership, business, or corporation shall undertake or cause to be undertaken, any development or new construction, substantial improvement, the placement or relocation of any structure (including manufactured homes) within the floodplain area, unless a permit has been obtained from the City. In addition, where land is to be subdivided, utilized for manufactured home park or subdivision or otherwise developed, a site plan must be submitted to, and approved by, the City prior to any development.

(e) Warning and Disclaimer of Liability. The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This article does not imply that areas outside the One Hundred (100) Year Flood area as shown on the Flood Insurance Rate Map (FIRM) or land uses permitted within area will be free from flooding or flood damage. This article shall not create liability on the part of the City of Charles Town or any officer or employee thereof for any flood damages that may result from reliance on this article or any administrative decision lawfully made thereunder.

(f) Administration. The provisions of this article shall be administered by the Charles Town Planning Commission. With enactment of this article, the City Council shall designate a Floodplain Administrator to act on the Planning Commission's behalf. The duly appointed Floodplain Administrator, hereinafter referred to as the Floodplain Administrator, shall be the authorized representative of the Planning Commission and shall have the power to administer the provisions of this article notwithstanding the ultimate authority vested in the Planning Commission to supervise the City's overall floodplain program, to set policies, to establish filing fees, to establish and adopt forms, and to act upon permit applications made directly to it as delineated in this article or as otherwise may be practicable in certain cases or circumstances. Accordingly, when used in this article, the "Charles Town Planning Commission" and abbreviations thereof shall be deemed to include reference to its Floodplain Administrator except where powers are reserved to the Commission. Any denial of a permit by the Floodplain Administrator or duly authorized representative pursuant hereto, shall constitute denial by the Planning Commission and be subject to appeal as herein provided.

(g) Jurisdictional Boundary Changes.

(1) The Jefferson County Floodplain Ordinance in effect on the date of annexation shall remain in effect and shall be enforced by the Municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements for participation in the National Flood Insurance Program (NFIP).

(2) Charles Town City Council shall pass a resolution acknowledging and accepting responsibility for enforcing floodplain ordinance standards prior to annexation of any area containing identified flood hazards.

(3) The City of Charles Town must notify the Federal Insurance Administration and the West Virginia State NFIP Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has

otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FIRMs accurately represent the community's boundaries, a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished flood plain management regulatory authority must be included with the notification.

(Passed 9-19-16.)

**1741.02 ESTABLISHMENT OF THE FLOODPLAIN AREA.**

(a) Identification. The identified floodplain area shall be those areas of the City of Charles Town which 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.

(b) Descriptions of Floodplain Areas. The identified floodplain shall consist of the following four specific areas:

(1) The Floodway area (F1) shall be those areas identified as such in the FIS and as shown on the FIRM.

(2) The Floodway Fringe area (F2) shall be those areas for which specific one hundred (100) year flood elevations have been provided in the FIS but which lie beyond the floodway area.

(3) The AE Area without Floodway (F3) shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which 100-year flood elevations have been provided but no Floodway has been delineated.

(4) The approximated area (F4) shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no 100 year flood elevations have been provided. For these areas, elevation and floodway information from other Federal, State, or other acceptable source shall be used when available. Where other acceptable information is not available the Floodplain Administrator shall require the applicant to determine the elevation with hydrologic and hydraulic engineering or other techniques. When hydrologic and hydraulic analyses are required, they shall only be undertaken by a registered professional engineer who shall certify that the methods used correctly reflect currently accepted technical concepts. The resultant study shall include a cover letter, signed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by the Floodplain Administrator.

(c) Changes in Designation of Area.

(1) The delineation of the identified floodplain area may be revised by the City of Charles Town where natural or man-made changes have occurred and/or more detailed studies conducted or undertaken by the U.S. Army Corps of Engineers, the Interstate Commission on the Potomac River Basin or other qualified agency or individual document the necessity for such changes. However, prior to any such change, approval must be obtained from the Federal Insurance Administration (FIA).

(2) A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable but, not later than six (6) months after the date such information becomes available, the Charles Town Floodplain Administrator, or designee, shall notify the West Virginia State NFIP Administrator of the changes by submitting the appropriate technical or scientific data.

(d) Elevations Prevail.

(1) If the lowest natural grade adjacent to proposed development within an identified flood hazard area is at or above the Base Flood Elevation specified in the FIS, the structure shall not be required to conform to the flood prevention design and construction standards or flood-related development codes in Section 1741.06. Topographic data certified by a registered professional engineer or licensed professional surveyor shall be submitted in sufficient detail to allow a thorough review by the Floodplain Administrator. The applicant is advised to apply for a Letter of Map Amendment (LOMA) from FEMA to have the Special Flood Hazard Area designation removed from the parcel or structure.

(2) If the lowest natural grade adjacent to proposed development is below the Base Flood Elevation specified in the FIS, the site shall be considered to be within the floodplain area and the proposed structure shall be required to conform to all appropriate provisions of this article.

(e) Boundary Disputes. Should a dispute concerning any district boundary arise, an initial determination shall be made by the Floodplain Administrator and any party aggrieved by this decision may appeal to the City of Charles Town. The burden of proof shall be on the appellant/applicant.

(Passed 9-19-16.)

**1741.03 UTILIZATION OF FLOODPLAIN AREA.**

(a) Floodway (F1).

(1) Within any floodway area (F1), no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in the Base Flood Elevation.

(2) Because floodways present increased risk to human life and property due to their relatively faster and deeper flowing waters, the Floodway shall be preserved to the greatest extent possible.

(3) New development shall not be permitted in the floodway where reasonable alternatives exist elsewhere. In addition to the requirements below the applicant shall demonstrate that there are no reasonable alternatives other than the floodway encroachment before a permit is issued.

(4) When the floodway is the only reasonable alternative the applicant shall demonstrate that the floodway encroachment is the minimum necessary to accomplish the project.

(5) All permitted uses, activities, and development shall be undertaken in strict compliance with the flood proofing and related provisions contained herein, and in all other applicable codes, ordinances and regulations.

(b) Floodway Fringe (F2) and Approximated Floodplain (F4).

(1) In the Floodway Fringe (F2) and Approximated Floodplain (F4), any development and/or use of land shall be permitted provided that all such uses, activities and/or development shall be undertaken in strict compliance with the flood-proofing and related provisions contained herein and in all other applicable codes, ordinances and regulations.

(2) In the Approximated Floodplain (F4) the Floodplain Administrator shall review, or shall cause to be reviewed, all proposed development not covered below to determine the amount being invested and the specific flood risk at the building site and assign a "minimal, moderate or significant" risk level.

A. Development determined to represent a minimal risk and costing less than $10,000 on the enactment date of this article and thereafter adjusted for inflation shall be required to provide "Point on Boundary" elevation data and, when available, historic flood heights. The Charles Town City Engineer, hereinafter referred to as the City Engineer, shall attempt to determine a height that will be reasonably safe from flooding using this elevation data. If after review the data is found satisfactory, the Floodplain Administrator shall enter the flood height in Section "G" of the Elevation Certificate. Any new or substantially improved structures permitted using this method (other than appurtenant structures) shall be required to have the lowest floor elevated at least three (3) feet above the highest adjacent grade even if the "point on boundary" or historic flood height data would indicate a lower flood elevation. Elevating three feet above the HAG will result in more affordable flood insurance rates and added safety. If this method is not adequate to allow the City Engineer to confidently determine the flood height or if the applicant is not satisfied with the height determined by the City Engineer, the applicant shall then be required to utilize one of the alternate methods set forth in subsections b below.

B. Development determined to represent a low to moderate risk and/or costing less than $50,000 on the enactment date of this article and thereafter as adjusted for inflation shall either:

1. Provide the results from the most current version of a Quick-2 engineering analysis, or
2. Attempt to obtain a Base Flood Elevation by submitting a Letter of Map Amendment request to FEMA, or
3. Obtain flood height data by using the USGS methodology set forth in the USGS Water Resources Investigations Report 87-4111.

The semi-detailed method used will be reviewed by the City Engineer to determine a "Community Flood Elevation". The City Engineer shall enter the "Community Flood Elevation" in Section "G" of the Elevation Certificate.

C. Development determined to represent a high risk and/or costing more than $50,000 shall develop a Base Flood Elevation using a detailed engineering study method such as HEC-ras. This data shall be prepared and certified by a registered professional engineer, who shall certify that the methods used correctly reflect currently accepted technical concepts. The resultant study shall include a cover letter, signed by the responsible professional, providing a statement of findings in basic terms and a completed Elevation Certificate including Base Flood Elevation. In addition, studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by the Floodplain Administrator. If Developer submits this Detailed Study Base Flood Elevation as a map amendment significant savings on flood insurance can be realized.

(3) All subdivision proposals and other proposed new developments which are proposed to take place either fully or partially within the Approximated Floodplain area (F4) and which are greater than ten (10) lots or two (2) acres, whichever is the lesser, shall include base flood elevation data.

A. This data may be available from an authoritative source, such as the U.S. Army Corps of Engineers, U.S. Geological Survey, USDA Natural Resource Conservation Service or state and local water resource department.

B. If the required data is not available from other sources the applicant shall develop the technical data using detailed methodologies comparable to those contained in a FIS. This data shall be prepared and certified by a registered professional engineer, who shall certify that the methods used correctly reflect currently accepted technical concepts.

(c) AE Area Without Floodway (F3). Within any AE area without floodway, no new construction or development shall be allowed unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the elevation of the 100-year flood more than one (1) foot at any point. This requirement can be satisfied by utilization of the floodway area where determined.

(d) Alteration or Relocation of a Stream.

(1) Whenever a developer intends to alter or relocate a stream within the Floodplain Area the developer shall notify in writing, by certified mail, the City of Charles Town Floodplain Administrator, The WV State NFIP Coordinator, any adjacent communities and any adjacent property owners of all such intended activities prior to the alteration or relocation of the stream. Copies of all required notifications must be submitted to the Federal Insurance Administration. In addition prior to issuing the local permit the Floodplain Administrator shall require copies of all necessary permits from those governmental agencies from which Federal or State Law requires approval. Contact information for State and Federal permitting authorities as well as addresses for required notification of appropriate County, State and Federal government agencies are contained in the City of Charles Town Stream Alteration administrative procedures.

(2) The developer shall also assure the City of Charles Town in writing that the flood carrying capacity within the altered or relocated portion of the stream will be maintained. The Floodplain Administrator may require the applicant to demonstrate that the altered or relocated portion of stream will provide equal or greater conveyance than the

original stream segment. If hydrologic and hydraulic analyses are required, they shall only be undertaken by professional engineers, who shall certify that the methods used correctly reflect currently accepted technical concepts. The resultant study shall include a cover letter, signed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by the Floodplain Administrator and City Engineer.

(3) Alteration of a stream includes placement of culverts, bridges or other stream crossings. The Floodplain Administrator may require the use of certain "best practice" techniques in the construction of bridges, culverts or stream crossings to prevent damage, loss of stream crossings and localized flooding caused by blockage. These techniques may include, but are not limited to, wing walls, trash grates or requiring openings to be of sufficient size to pass debris and/or anticipated future increases in flood heights.

(4) All new and replacement bridges, culverts and other stream crossings shall adhere to the relevant anchoring requirements contained in this article.

(5) The applicant is required to provide the community a legal agreement detailing all scheduled inspections and maintenance to be performed on altered or relocated watercourses including culverts, bridges and other stream crossings. It shall be the responsibility of the applicant to transfer this agreement to the new owner when the land associated with the watercourse alteration is transferred. A copy of all new agreements shall be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalty provisions set forth in Section 1741.07 (c).

(6) The applicant must submit any maps, computations or other material required by FEMA to revise the FIS and/or FIRM, when notified by the Floodplain Administrator, and must pay any fees or other costs assessed by FEMA for this purpose.

(Passed 9-19-16.)

**1741.04 CRITERIA FOR BUILDING PERMIT AND SITE PLAN APPROVAL.**

(a) Building Permit Required.

(1) It shall be unlawful for any person, partnership, business, or corporation to undertake or cause to be undertaken, any development or the new construction, substantial improvement, the placement or relocation of any structure (including manufactured home) within the Floodplain Area, unless a building permit has been obtained from the Floodplain Administrator.

(2) A Building Permit application submitted to and approved by the Floodplain Administrator is required to determine whether all new construction or substantial improvements are:

A. Located in an identified Floodplain, Floodway or other flood hazard area.

B. Designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

C. Constructed with material and utility equipment resistant to flood damage as outlined in FEMA Technical Bulletin 2-93 (FIA-TB-2) or the most recent revision thereof.

D. Constructed by methods and practices that minimize flood damage.

E. Constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(3) In addition, where land is to be subdivided, utilized for a manufactured home park or subdivision or otherwise developed, a Site Plan must be prepared, submitted, and approved pursuant to Article 1331 of the City of Charles Town Subdivision and Land Development Ordinance prior to any development.

(b) Basic Format of Building Permit Application. The basic format of the building permit application shall include the following:

(1) Name and address of applicant.

(2) Name and address of owner of land on which proposed development is to occur.

(3) Names, addresses, and valid West Virginia State license numbers of all contractors working at the building site, or affidavits stating that work is being performed by individuals exempt from contractor licensing as set forth in Title 28, Series 2, section 3.9 (b) of the West Virginia Code of State Regulations or the most recent revision thereof.

(4) A description of site location sufficient to locate the project including tax map and parcel number and most recent deed book and page number.

(5) The site plan shall also show the size and location of the proposed development as well as any existing buildings or structures. The site plan shall also show all adjacent roads and watercourses with direction of flow, the lowest adjacent grade to the proposed foundation and/or toe of fill, the Base Flood Elevation and the location of the floodway boundary when applicable.

(6) An acknowledgement that the applicant agrees to pay any and all fees associated with the permitting process according to Charles Town's adopted Fee Schedule.

(7) An acknowledgement that the applicant agrees to allow authorized representatives of floodplain management programs access to the development to inspect for compliance.

(8) The contract required by WV Code of State Regulations, Title 28, Series 4, and all addendums to the contract(s) shall be presented to the Floodplain Administrator for review within five (5) business days of contract signing.

The community does not require and will not keep copies of the contracts or addendums. Failure to present contract or addendums for review shall void the permit. If a licensed contractor is not involved, or the work is of an aggregate value of less than ten thousand dollars including materials and labor, a brief written description of proposed work and the estimated value will suffice.

(c) Site Plan Criteria. The owner or developer of any proposed development meeting the definition of a Minor or Major Subdivision as defined under Article 1331 of the City of Charles Town Subdivision and Land Development Ordinance, shall submit a Site Plan to the

Floodplain Administrator that includes the required site plan elements as prescribed under Article 1331 as well as the following information:

(1) Name of registered professional engineer, licensed professional surveyor or other qualified person responsible for providing the information required in this section.

(2) A map showing the location of the proposed subdivision and/or development with respect to floodplain areas, proposed lot sites, and fills. In addition, it is required that all subdivision proposals and other proposed new developments which are proposed to take place either fully or partially within the approximated floodplain (F4) and which are greater than ten (10) lots or two (2) acres, whichever is the lesser, shall include base flood elevation data and shall delineate a floodway. If FEMA has completed a Flood Insurance Study (FIS), that data must be used to substantiate the base flood. Otherwise, the developer may submit data provided by an authoritative source, such as U.S. Army Corps of Engineers, U.S. Geological Survey, Natural Resources Conservation Service, state and local water resource departments, or technical data developed using detailed methodologies comparable to those contained in a Flood Insurance Study. This data shall be prepared and certified by a registered professional engineer, who shall certify that the technical methods used correctly reflect currently accepted technical concepts.

(3) Where the subdivision and/or development lies partially or completely in the floodplain areas, the site plan shall include detailed information giving the location and elevation of proposed roads, public utilities and building sites. All such maps shall also show contours at intervals of two (2) or five (5) feet depending upon the slope of the land and identify accurately the boundaries of the floodplain areas.

(4) Where the subdivision or other development site lies partially in the floodplain area and all proposed development including fill will take place on natural grade a significant vertical distance above the floodplain boundary depicted on the map, development of detailed Base Flood Elevation data may not be necessary. In these cases the site plan for the proposed development must show contours at intervals of two (2) or five (5) feet and clearly delineate the area to be developed and the location of the floodplain areas as depicted on the FEMA map. A registered professional engineer, licensed professional surveyor or others of demonstrated qualifications must certify the site plan.

(d) Restrictions to Subdivision of Land in Floodplain Areas. Subdivision of land in the floodplain area must result in lots that include a buildable portion outside of the identified flood hazard area and be served by streets within the proposed subdivision having surfaces not lower than one (1) foot below the elevation of the line defining the floodplain limits. All new structures must be sited on the portion of the subdivided lot that is located outside of the identified flood hazard area.

(e) Approval of Building Permits and Site Plans. All building permits and Site Plans shall be duly approved by the Floodplain Administrator and City Planning Commission only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of the City of Charles Town and all other applicable codes and ordinances. The City of Charles Town shall require copies of all necessary permits from those governmental agencies from which approval is required by Federal and State Law. The Floodplain Administrator shall review, or shall cause to be reviewed, all permit applications and plans in order to determine whether proposed building sites are reasonably safe from flooding.

(f) Inspection and Revocation. During the construction period, the Floodplain Administrator or other authorized official may inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable laws and ordinances. In the event that the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall revoke the building permit and report such fact to the City Manager and Charles Town Planning Commission for whatever action it considers necessary.

(g) Fees. Application for a building permit shall be accompanied by a fee according to the City's Fee Schedule.

(Passed 9-19-16.)

**1741.05 ELEVATION AND FLOOD PROOFING CRITERIA.**

(a) All applicants are encouraged to exceed the minimum elevation requirements contained herein. Flood insurance rates can be lowered significantly by increasing the elevation of the lowest floor above the freeboard height required by this article.

(b) Depending on the type of structure involved, the following information shall also be included in the application for work within the Floodplain Area:

(c) For structures to be elevated above the Base Flood Elevation:

(1) A plan showing the size of the proposed structure and its relation to the lot where it is to be constructed.

(2) A determination of elevations of the Base Flood, existing ground, proposed finished ground and lowest floor, certified by a registered professional engineer or licensed professional surveyor.

(3) Plans showing the method of elevating the proposed structure including details of proposed fills, pile structures, retaining walls, foundations, erosion protection measures, etc. When required by the Floodplain Administrator, a Registered Professional Engineer or Architect shall prepare these plans.

(4) Plans showing the methods used to protect utilities (including sewer, water, telephone, electric, gas, etc.) from flooding to two feet above the Base Flood Elevation at the building site.

(5) During the course of construction, as soon as the basic elements of the lowest floor are in place and before further vertical construction, it is highly recommended that the applicant check for error by obtaining elevation data completed by a registered professional engineer or licensed professional surveyor certifying the height of the lowest floor. If a mistake in elevation has been made this is the best time to correct the error.

(6) A Nonconversion Agreement shall be signed by the applicant whenever the Floodplain Administrator determines that the area below the first floor could be converted to a non-conforming use [generally applies to enclosed areas below base flood elevation that are five (5) ft. high or more] This agreement shall state:

A. The area below Base Flood Elevation shall not be converted for use other than for parking, building access or for allowable storage as detailed in this article.

B. The applicant agrees to notify prospective buyers of the existence of the non-conversion agreement. It shall be the

responsibility of the applicant to transfer the agreement at closing to the new owner via notarized signature. A copy of all new agreements shall be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalty provisions set forth in Section 1741.07 (c).

(d) For structures to be flood proofed to two (2) feet above the Base Flood Elevation (nonresidential structures only):

(1) All applicants are encouraged to exceed the minimum flood proofing requirements contained herein. Flood insurance rates can be lowered significantly by increasing the level of flood proofing above the height required by this article. In order to obtain an "elevation credited" flood insurance rate on dry flood proofed buildings, flood proofing must extend at least one foot above the Base Flood Elevation.

(2) Plans showing details of all flood proofing measures, prepared by a registered professional engineer, showing the size of the proposed structure and its relation to the lot where it is to be constructed.

(3) A determination of elevations of the Base Flood, existing ground, proposed finished ground, lowest floor, and flood proofing limits; certified by a registered professional engineer or licensed professional surveyor.

(4) A Flood proofing Certificate, FEMA 81-65, as revised by FEMA, shall be prepared by the registered professional engineer who prepared the plans in (d)(2) above, stating the structure in question, together with attendant utility and sanitary facilities is designed so that:

A. The structure is water tight with walls substantially impermeable to the passage of water from the lowest structural element to two feet above the Base Flood Elevation.

B. The structure will withstand the hydrostatic, hydrodynamic, buoyant, impact, and other forces resulting from the flood depths, velocities, pressures, and other factors associated with the Base Flood.

(e) For structures constructed of flood resistant materials used solely for parking of vehicles or storage (Appurtenant Structures only):

(1) A Site Plan prepared by a licensed professional surveyor or others of demonstrated qualifications showing elevation of existing ground, proposed finished ground and lowest floor. The plan shall also show details of proposed flood resistant materials usage and the size of the proposed structure and its relation to the lot where it is to be constructed. The location of the floodway boundary shall be represented on the plan when a floodway is present on the site.

(2) An elevation report or certificate, based on finished construction, must be prepared by a licensed professional surveyor or others of demonstrated qualifications. This certificate or report must confirm that the structure in question, together with attendant utilities is designed so that:

A. Flood resistant materials as detailed in FEMA Technical Bulletin 2-93 (FIA-TB-2) are used in the construction of the structure from the lowest structural element to two feet above the Base Flood Elevation and that all utilities are located at least two feet above the Base Flood Elevation.

B. Hydrostatic flood forces on exterior walls are equalized by allowing for automatic entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Registered Professional Engineer or Architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

2. The bottom of all openings shall be no higher than one foot above grade; and

3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(f) In addition, the applicant shall sign a Non-conversion Agreement and notify prospective buyers of the existence of the agreement. It shall be the responsibility of the applicant to transfer the Non-conversion Agreement to any new owner at closing via notarized signature. A signed copy of the transferred Non-conversion agreement shall be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalty provisions set forth in Section 1741.07 (c).

(Passed 9-19-16.)

**1741.06 DESIGN AND CONSTRUCTION STANDARDS.**

In order to prevent excessive damage to buildings, structures, and related utilities and facilities, the following restrictions apply to all development, subdivision proposals, manufactured home parks, new construction and to construction of substantial improvements, and the repair of substantial damage, to existing structures occurring in the Floodplain Area.

(a) Basements and Lowest Floors.

(1) Residential Structures- All new construction, relocation, substantial improvements, including repair of substantial damage, of residential structures must have the lowest floor, including basement, ductwork and utilities, elevated to the Base Flood Elevation.

(2) Non-residential Structures -All new construction, relocation, substantial improvements, including repair of substantial damage, of nonresidential structures must have the lowest floor, including basement, ductwork and utilities, elevated to or above the Base Flood Elevation; or, together with attendant utility and sanitary facilities, be designed so that the structure is water tight with walls substantially impermeable to the passage of water from the lowest structural element to two feet above the Base Flood Elevation.

(3) Openings- For all new construction, relocation, substantial improvements, and repair of substantial damage, those fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Registered Professional Engineer or meet or exceed the following minimum criteria:

A. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

B. The bottom of all openings shall be no higher than one foot above grade.

C. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) A Non-conversion Agreement shall be signed by the applicant on all flood-proofed structures and any elevated structures when the community determines that the area below the first floor could be converted to a non-conforming use [generally applies to enclosed areas below base flood elevation that are five (5) feet high or more]. This agreement shall state:

A. The area below Base Flood Elevation shall not be converted for use other than for parking, building access or for allowable storage as detailed in this article.

B. The applicant agrees to notify prospective buyers of the existence of the nonconversion agreement. It shall be the responsibility of the applicant to transfer the agreement at closing to the new owner via notarized signature. A copy of all new agreements shall be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalty provisions set forth in Section 1741.07 (c).

(b) Manufactured Home Placement.

(1) Certain unique characteristics of manufactured homes installed in flood hazard areas pose an elevated risk of substantial damage to property. Thus, all manufactured homes to be sited within the identified flood hazard areas of the City of Charles Town shall be installed by a contractor possessing a valid West Virginia Manufactured Home Installer's license. The installer shall use an installation design engineered to withstand flood hazards specific to the particular home site. Manufactured homes to be placed or substantially improved within the flood hazard areas shall be installed in accordance with the following standards:

A. The lowest floor, ductwork and utilities including HVAC/heat pump shall be elevated two feet above the Base Flood Elevation.

B. Elevation shall be on reinforced piers on a permanent foundation, or shall use foundation elements of at least equivalent strength engineered for use in a flood hazard area. Installation designs incorporating dry stacked block piers shall not be used in flood hazard areas.

(2) All manufactured homes shall be securely anchored to an adequately anchored foundation system in compliance with the requirements of 42 West Virginia Code of State Regulations, Series 19, Sections 10.1, 10.2, and 10b as authorized by West Virginia Code § 21-9-4. The anchoring shall be adequate to resist flotation, collapse, or lateral movement. Methods of anchoring may include but are not limited to the over-the-top and frame ties, attached to permanent foundation elements. Ground anchors may not be adequate to satisfy flood specific anchoring requirements. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(3) Permanently attached rigid skirts and perimeter wall skirts of brick or block must have openings; this type of skirting can collapse during floods and compromise supporting piers. The openings must be designed to automatically equalize hydrostatic flood forces by allowing for entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a Registered Professional Engineer or meet or exceed the following minimum criteria:

A. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

B. The bottom of all openings shall be no higher than one foot above grade.

C. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Any additions to a manufactured home shall be similarly anchored and vented.

(5) The licensed West Virginia Manufactured Home Installer placing the unit shall perform a site inspection and certify in writing that the manufactured home has been installed to the standards set forth in this article.

(c) Appurtenant Structures.

(1) Except as provided in subsection (c)(2) below, appurtenant structures shall be located out of the floodplain area or elevated to two feet above the Base Flood Elevation.

(2) Where appurtenant structures not connected to the principal structure are to be located on sites below the Base Flood Elevation, the following flood damage reduction provisions apply:

A. Structures shall be no more than 600 square feet in size and valued at less than $10,000.00.

B. Floors shall be at or above grade on at least one side.

C. Structures shall be located, oriented and constructed to minimize flood damage.

D. Structures shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

E. Flood resistant materials as detailed in FEMA Technical Bulletin 2-93 (FIA-TB-2) shall be used in the construction of the structure from the lowest structural element to two feet above the Base Flood Elevation.

F. Machinery, electric devices or appliances, and all utilities shall be located at least two feet above the Base Flood Elevation.

G. The venting requirements contained in subsection (b)(3) above are applicable and shall be strictly adhered to.

(3) A Nonconversion Agreement shall be signed by the applicant stating that the use of the appurtenant structure or detached or attached garage shall not be changed from the use permitted, acknowledging that the structure may be subject to greater flood risk and that higher flood insurance premiums may be possible, and that a change in use may require full compliance with this Ordinance. The applicant agrees to notify prospective buyers of the existence of this agreement. It shall be the responsibility of the applicant to transfer the agreement at closing to the new owner via notarized signature, a copy of all new agreements shall be provided to the Floodplain Administrator. Failure to transfer the agreement and provide a signed copy to the Floodplain Administrator shall subject the violator to the penalty provisions set forth in Section 1741.07 (c).

(d) Recreational Vehicle Placement. Recreational vehicles to be placed within any floodplain area shall either:

(1) Be on site for fewer than 180 consecutive days. Or,

(2) Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect utilities and security devices, and has no permanently

attached additions. Or,

(3) Be installed in accordance with the Manufactured Home Placement requirements and all other flood reduction requirements contained in this article.

(e) Fill.

(1) The City of Charles Town officially recognizes the beneficial functions the floodplain serves in storage and transportation of water during floods. Placement of fill in the floodplain area is discouraged and should be minimized.

(2) In the floodway, no fill shall be permitted unless it meets the requirements above.

(3) All fill placed in the floodplain area shall meet or exceed the following standards:

(4) Fill shall be used only to the extent to which it does not adversely affect adjacent properties. The City of Charles Town may require the applicant to demonstrate through engineering reports that proposed fill would not adversely affect adjacent properties. When required, Hydrologic and hydraulic analyses shall be undertaken only by professional engineers who shall certify that the technical methods used correctly reflect currently accepted technical concepts. The resultant study shall include a cover letter, signed and sealed by the responsible professional, providing a statement of findings in basic terms. In addition, studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the City of Charles Town. During permit review the Floodplain Administrator shall consider the following issues that have the potential to cause adverse impact to adjacent properties:

A. Unacceptable increases in flood heights.
B. Blocking drainage from adjacent property.
C. Deflection of floodwaters onto adjacent existing structures.
D. Increases to stream velocity initiating or exacerbating erosion problems.
E. Other unique site conditions may be considered when determining whether fill will cause adverse impact to adjacent property including, but not limited to, subsidence areas, Karst topography, stream blockages, and steep topography adjacent to the channel.

(5) Fill shall be used only to the extent to which it does not adversely affect the capacity of channels or floodways of any tributary to the main stream, drainage ditch, or any other drainage facility or system.

(6) Filled site must be contoured to drain properly (avoid ponding).

(7) Fill shall extend beyond a structure for a sufficient distance to provide acceptable access. For residential structures, fill shall extend laterally fifteen (15) feet beyond the building line from all points before the start of sloping required in following subsection. For nonresidential structures, fill shall be placed to provide access acceptable for intended use. At grade access, with fill extending laterally fifteen (15) feet beyond the building line shall be provided to a minimum of twenty-five percent (25%) of the perimeter of a nonresidential structure.

(8) Fill shall consist of soil or rock material only. Sanitary landfills shall not be permitted. No trash or woody debris shall be buried on site.

(9) Fill material shall be compacted to provide the necessary stability and resistance to erosion, scouring or settling. Fill compaction standards must be appropriate to proposed post fill use. Particular attention is necessary when fill is being used to elevate a structure.

(10) Fill slopes shall be no steeper than one (1) vertical on two (2) horizontal, unless substantiating data justifying steeper slopes are submitted to and approved by the Floodplain Administrator.

(11) Fill site and fill must be protected from erosion.

(12) Fill slopes exposed to flood waters with expected velocities during the occurrence of the base flood of five feet per second or less must be protected from erosion by covering them with grass, vines, weeds, or similar vegetative undergrowth.

(13) Fill slopes exposed to flood waters with expected velocities during the occurrence of the base flood of greater than five feet per second must be protected from erosion by armoring them with stone or rock slope protection.

(14) All applicants placing fill in a special flood hazard area must obtain a Conditional Letter of Map Revision (CLOMR) from FEMA when directed to do so by the Floodplain Administrator before a permit can be issued. After fill is finished the applicant must convert the CLOMR to a Letter of Map Revision based on Fill (LOMR-F) before a certificate of compliance can be issued.

(15) The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the Flood Insurance Study and/or Flood Insurance Rate Maps, when notified by the Floodplain Administrator, and must pay any fees or other costs assessed by FEMA for this purpose.

(f) Placement of Structures and Other Development.

(1) All structures and other development shall be constructed or placed on the lot so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum obstruction effect upon the flow and height of floodwater.

(2) Whenever possible, structures and other development shall be constructed with the longitudinal axis parallel to the direction of flood flow and,

(3) So far as practicable, structures and other development shall be placed approximately on the same flood-flow lines as those of adjoining structures or development.

(g) Anchoring.

(1) All structures and other development including stream crossings shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, and lateral movement, thus reducing the threat to life and property and decreasing the possibility of the blockage of bridge openings and other restricted sections of the watercourse.

(2) All air ducts, large pipes, swimming pools and storage tanks located at or below the Base Flood Elevation shall be firmly anchored to resist flotation.

(h) Flood Protection Setback.

(1) A Flood Protection Setback equal to twice the width of the watercourse channel measuring from the top of one bank to the top of the opposite bank or 50 feet, whichever is less, shall be maintained from the top of the banks of all watercourses.

To reduce erosion, natural vegetation shall be maintained in this area. Where natural vegetation does not exist along the watercourse and conditions for replanting are suitable, high priority shall be given to planting vegetation in the setback area to stabilize banks, enhance flood protection and benefit aquatic resources.

(2) Necessary public works and temporary construction may be exempted from this subsection.

(3) The Floodplain Administrator may consider an appeal to the Flood Protection Setback requirement if the applicant demonstrates that it is impossible to allow any development without encroachment into the Flood Protection Setback area. The appeal conditions shall be the minimum necessary and shall be made only after due consideration is given to varying other siting standards, such as side, front and back lot line setbacks.

(i) Storage.

(1) No materials that are buoyant, flammable, explosive, or in times of flooding could be injurious to human, animal or plant life, shall be stored below Base Flood Elevation.

(2) Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or readily removable from the area within the time available after flood warning.

(3) Due to the potential of masking the natural elevation and making it more difficult to enforce this article, material that resembles "fill" material shall not be considered "storage" material for purposes of this subsection.

(j) Utility and Facility Requirements.

(1) All new or replacement water systems whether public or private, shall be designed to minimize or eliminate infiltration of floodwaters into the systems.

(2) All new or replacement sanitary disposal systems, whether public or private, shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

(3) All other new or replacement public and/or private utilities and facilities shall be located and constructed to minimize or eliminate flood damage.

(4) Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(k) Drainage. Adequate drainage shall be provided to reduce exposure to flood hazard.

(l) Backflow Preventers. Back flow prevention valves should be used for all enclosed structures with sewage or drainage facilities located in the floodplain.

(Passed 9-19-16.)

**1741.07 APPEALS AND PENALTIES.**

(a) Appeals. Whenever any person is aggrieved by a decision of the Floodplain Administrator with respect to the provision of this article, it is the right of that person to appeal to the Charles Town Planning Commission, which shall be known as the Appeals Authority. Such appeal must be filed, in writing, within thirty (30) days after the determination by the Floodplain Administrator. Upon receipt of such appeal, the Appeals Authority shall set a time and place not less than ten (10) nor more than thirty (30) days for the purpose of hearing the appeal. Notice of the time and place of the hearing shall be given to all parties at which time they may appear and be heard. The determination by the Appeals Authority shall be final in all cases.

(b) Appeal and Review Criteria. All appeals contesting only the permit fee established by the Floodplain Administrator may be handled at the discretion of the Appeals Authority. All decisions on appeals to all other provisions of this article shall adhere to the following criteria:

(1) Affirmative decisions shall only be issued by the Appeals Authority upon:

A. A showing of good and sufficient cause;

B. A determination that failure to grant the appeal would result in exceptional hardship to the applicant; and

C. A determination that the granting of an appeal will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(2) An affirmative decision shall be issued only upon determination that it is the minimum necessary, considering the flood hazard, to afford relief.

(3) An affirmative decision may not be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(4) The Appeals Authority shall notify the applicant in writing over the signature of a community official that:

A. The issuance of a decision to allow construction of a structure below the Base Flood Elevation will result in increased premium rates for flood insurance;

B. Such construction below the Base Flood Elevation increases risk to life and property. Such notifications shall be maintained with a record of all decisions as required in subsection (b)(5) hereof; and

(5) The Appeals Authority shall:

A. Maintain a record of all decisions including justification for the issuance, and

B. Report such decisions issued in its biennial report submitted to the Federal Insurance Administration.

(6) An affirmative decision shall not be granted for any construction, development, use or activity within any floodway area that would cause any increase in the Base Flood Elevation.

(7) No variance shall be granted for any construction, development, use, or activity within any Special Floodplain Area that would, together with all other existing and anticipated development, increase the one hundred (1 00) year flood elevation more than one (1) foot at any point.

(c) Penalties. Any person who fails to comply with any or all of the requirements or provisions of this article or direction of the Floodplain Administrator or duly authorized representative shall be guilty of an offense and, upon conviction, shall pay a fine of not less than fifty dollars ($50.00) or more than five hundred dollars ($500.00) plus cost of prosecution. In default of such payment such person shall be imprisoned in the Jefferson County prison for a period not to exceed 10 days. Each day during which any violation of this article continues shall constitute a separate offense. In addition to the above penalties all other actions are hereby reserved including an action in

equity for the proper enforcement of this article. The imposition of a fine or penalty for any violation of, or non-compliance with, this article shall not excuse the violation or non-compliance with this article or permit it to continue; and all such persons shall be required to correct or remedy such violations or non-compliances within a reasonable time. Any structure constructed, reconstructed, enlarged, altered or relocated in non-compliance with this article may be declared by the City of Charles Town Council to be a public nuisance and abatable as such.
(Passed 9-19-16.)

**1741.08 SEVERABILITY AND LIABILITY.**

(a) Severability. If any section, subsection, paragraph, sentence, clauses or phrase of this article shall be declared invalid for any reason whatever, such decision shall not affect the remaining portions of this article which shall remain in full force and effect, and for this purpose the provisions of this article are hereby declared to be severable.

(b) City Liability. The granting of a permit or approval of a subdivision or development plan in an identified floodprone area, shall not constitute a representation, guarantee, or warranty of any kind by the Charles Town Planning Commission or by any official or employee thereof of the practicability or safety of the proposed use, and shall create no liability upon the City of Charles Town or by any official or employee thereof.
(Passed 9-19-16.)

**1741.09 DEFINITIONS**.

As used in this article:

(a) BASE FLOOD -The flood which has been selected to serve as the basis upon which the Floodplain management provisions of this article and other ordinances have been prepared; for purposes of this article, the one-hundred (100) year flood.

(b) BASE FLOOD ELEVATION- The water surface elevation of the base flood in relation to the datum specified on the community's Flood Insurance Rate Map. For the purposes of this article, the one hundred (100) year flood or one (1) percent annual chance flood.

(c) BASEMENT - Any area of the building having its floor subgrade (below ground level) on all sides.

(d) DEVELOPMENT - Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

(e) FLOOD -A general and temporary inundation of normally dry land areas.

(f) FLOOD INSURANCE RATE MAP (FIRM) - The official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazard areas and the risk premium zones applicable to the community.

(g) FLOOD INSURANCE STUDY- The official report in which the Federal Emergency Management Agency has provided flood profiles, floodway information, and water surface elevations.

(h) FLOODPLAIN- A relatively flat or low land area adjoining a river, stream, or watercourse which is subject to partial or complete inundation, and also an area subject to the unusual and rapid accumulation or runoff of surface waters from any source.

(i) FLOODWAY - The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.

(j) FLOOD PROOFING- Any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

(k) FLOOR AREA OF BUILDING- The sum of the gross horizontal areas of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use, but including the area of roofed porches and roofed terraces. All dimensions shall be measured between exterior faces of walls.

(l) FREEBOARD -A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for unknown factors that may contribute uncertainty to flood heights of any given flood and floodway condition, such as wave action, blockage at stream crossings, and increased runoff from urbanization of the watershed.

(m) HISTORIC STRUCTURE- Any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

A. By an approved state program as determined by Secretary of the Interior; or,

B. Directly by the Secretary of the Interior in states without approved programs.

(n) LOWEST FLOOR - Means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure constructed with flood resistant materials as defined by FEMA Technical Bulletin 2-93 (FIA-TB-2) usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.

(o) MANUFACTURED HOME-A structure, transportable in one or more sections, which is built on a permanent chassis and is

designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

(p) NEW CONSTRUCTION- Structures for which the Start of Construction as herein defined commenced on or after December 4, 1979, and includes any subsequent improvements to such structures.

(q) ONE-HUNDRED (100) YEAR FLOOD-A flood that has one chance in one-hundred or a one percent chance of being equaled or exceeded in any given year.

(r) PERSON -Any individual or group of individuals, corporation, partnership, association or other entity, including State and local governments and agencies.

(s) PRINCIPALLY ABOVE GROUND-Where at least 51 percent of the actual cash value of a structure, less land value, is above ground.

(t) RECREATIONAL VEHICLE-A vehicle which is:

(1) Built on a single chassis;

(2) 400 square feet or less when measured at the largest horizontal projection;

(3) Designed to be selfpropelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(u) SPECIAL FLOOD HAZARD AREA - The land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency in Flood Insurance Studies and on Flood Insurance Rate Maps as Zones A, AE, AO, A1-30, and A99. The term includes areas shown on other flood hazard maps that are specifically listed or otherwise described in this article.

(v) START OF CONSTRUCTION- For other than new construction or substantial improvements under the Coastal Barrier Resources Act, Pub Law 97-348, includes substantial improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filing; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

(w) STRUCTURE- A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

(x) SUBSTANTIAL DAMAGE- Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred. Substantive damage also means cumulative flood-related damages sustained by a structure on two (2) separate occasions during a 10-year period for which the cost of repairs at the time of each flood event equals or exceeds 25 percent of the market value of the structure before the damage occurred.

(y) SUBSTANTIAL IMPROVEMENT- Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage (or "repetitive loss" when a repetitive loss provision is used) regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications that have been identified by the City's code enforcement official and which are the minimum necessary to assure safe living conditions, or

(2) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure".

(3) Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic Places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from the requirements of this article will be the minimum necessary to preserve the historic character and design of the structure.

(z) VIOLATION- The failure of any structure or development to be fully compliant with all the requirements of this article. Any structure or other development lacking the certifications, finished construction elevation certificate or other evidence of compliance required by this article is presumed to be in violation until such time as that documentation is provided.

(Passed 9-19-16.)

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 OF CHARLES TOWN, WEST VIRGINIA, ACKNOWLEDGING AND ADOPTING REVISIONS TO THE FEMA FLOOD INSURANCE RATE MAPS (FIRMs) AND AUTHORIZING AMENDMENTS TO THE LOCAL FLOODPLAIN MANAGEMENT ORDINANCE.

DRAFT

**WHEREAS**, the City of Charles Town ("City") participates in the National Flood Insurance Program (NFIP) administered by the Federal Emergency Management Agency (FEMA); and

**WHEREAS**, to maintain eligibility for flood insurance and federal disaster assistance for property owners within the jurisdiction, the City must adopt and enforce a compliant floodplain management ordinance that reflects current, accurate flood hazard data; and

**WHEREAS**, FEMA has issued Final Map Revisions to the Flood Insurance Rate Maps (FIRMs) and/or Flood Insurance Study (FIS) report for Jefferson County, West Virginia and the City of Charles Town, with an effective date of November 27, 2026; and

**WHEREAS**, West Virginia Code and the [City/Town/County] Floodplain Management Ordinance require the local governing body to officially acknowledge changes to physical boundaries or flood hazards and incorporate updated digital or physical data into its official zoning and floodplain maps; and

**WHEREAS**, the City finds that adopting these revised flood maps is necessary to promote the health, safety, and general welfare of the citizens of Charles Town and to minimize future flood losses.

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

1. **Acknowledgment and Adoption:** The City hereby formally acknowledges, accepts responsibility for enforcing, and adopts the revised FEMA Flood Insurance Rate Map (FIRM) panels and accompanying Flood Insurance Study (FIS) text updates effective November 27, 2026, as the official regulatory flood data for local permitting and spatial planning.
2. **Ordinance Integration:** The local Floodplain Administrator is directed to update the official references within Section 1741.02 of Article 1741 of the Charles Town Flood Control Ordinance to reflect the newly adopted effective dates.
3. **Public Record:** The revised map boundaries, Base Flood Elevations (BFEs), and floodway determinations shall be maintained on file for public inspection at City Hall.
4. **Federal Notification:** The Floodplain Administrator is authorized and directed to notify the FEMA Region III Office and the West Virginia State Coordinating Agency (West Virginia

Floodplain Management Program) in writing of this adoption to maintain active status in the NFIP.

**ADOPTED** this _____ day of _____, 2026.

**EFFECTIVE** the 27th day of November 2026

Attest:

| | |
|---|---|
| _____ | _____ |
| Michael George | Carolyn Vezzosi |
| Mayor | Deputy City Clerk |

DRAFT

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2089: BR2026-08 – Norborne Glebe Phase 16 – Bond Initiation

**Proposed Motion:** Approve the combined performance and land disturbance bond in the amount of $1,438,016.11.

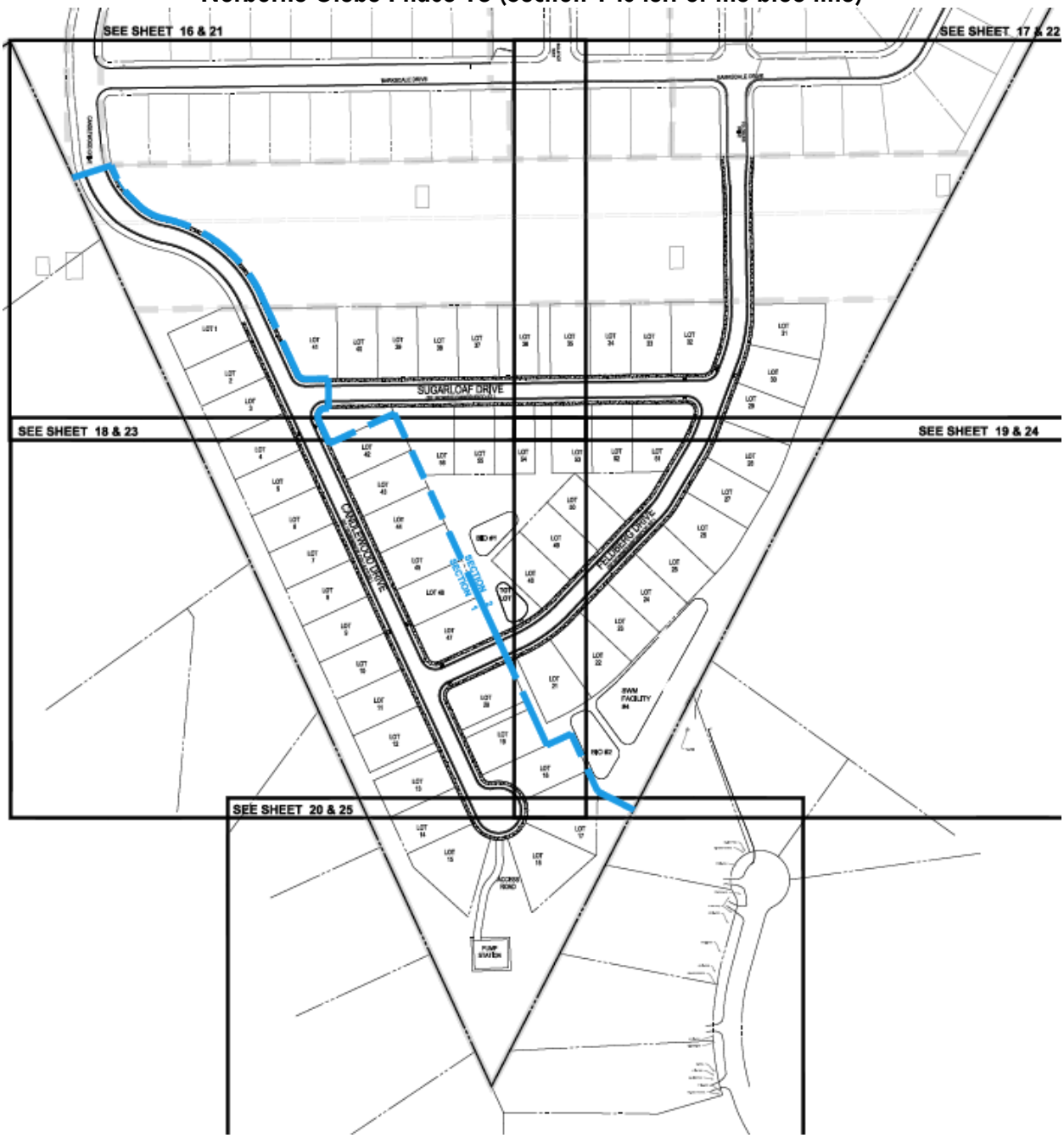
**ATTACHMENTS:**

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

**Bond Establishment Request**
**BR2026-08**

**Date:** For the November 16, 2026 City Council Meeting
**Applicant**: Arcadia Land Inc.
**Report by**: James Newman, City Planner, Zoning/Subdivision Administrator.
**Proposal:** A bond establishment of $1,438,016.11

**Norborne Glebe Phase 16 (Section 1 is left of the blue line)**



**BACKGROUND**
The applicant is requesting a combined bond establishment of the **combined performance and land disturbance bonds.** The preliminary plan for this phase was approved by the Planning Commission on July 27, 2026.

**Requested bond initiation amount:** $1,438,016.11

Upon review of the request the City Engineer, Kimley-Horn, has determined that the bond amount is a reasonable assessment of the cost of the project: Section 1 of Phase 16. A separate bond(s) will be required for Section 2 of Phase 16.

**BOND COMMITTEE**
The Bond Committee reviewed this item at their October 20, 2026 meeting. The Committee recommended approval of the bond initiation request.

**PLANNING COMMISSION**
The Planning Commission reviewed this request at their October 26, 2026 meeting. Following discussion the Commission voted unanimously to recommend **approval** of the bond initiation request.

**RECOMMENDATION**
**Approval** of the bond initiation request.

RECEIVED
SEP 29 2026
BY: VS

# BOND REQUEST AND REDUCTION

1. APPLICATION TYPE :

- [x] Bond Initiation – No application fee
- [ ] Bond Reduction – No application fee
- [ ] Bond Extension – No application fee
- [ ] Bond Release – Application Fee: $60

2. FEES

Third-party review fees are assessed separately for each application, and will be sent to the applicant. All fees must be paid prior to approval.

3. PUBLIC NOTICE

Only bond release applications require a public hearing, which is held by the Planning Commission. City Council approval is still required.

4. APPLICATION REQUIREMENTS

Please submit one application set with supporting materials in paper, and one copy in PDF format.

1. DATE September 24, 2026

2. PROJECT NAME Norborne Glebe - Phase 16 Section 1

Address Candlewood Drive, Charles Town WV

3. APPLICANT'S NAME* Arcadia Land, Inc

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

Telephone Number ( )

Email Address [redacted]

4. PROPERTY OWNER'S NAME Same as above

Address

Telephone Number ( )

Email Address

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

5. DESCRIPTION OF REQUEST:

Initiation of bond for Norborne Glebe Phase 16 - Section 1.

6. A) CURRENT BOND AMOUNT $1,438,016.11

B) PROPOSED BOND AMOUNT $

C) CHANGE IN BONDED AMOUNT $

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

| Tax Map No. | Parcel No. | Tax Map No. | Parcel No. |
|---|---|---|---|
| 12 | 215 | | |

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

| Application No. | Project Name and Phase | Status | Approval Date |
|---|---|---|---|
| SLD-2013-04 | Norborne Glebe Phase 5 | Approved | 01/14/2014 |
| SLD-2017-05 | Norborne Glebe Phase 7-8 | Approved | 09/25/2018 |
| SLD-2016-01 | Norborne Glebe Phase 6 | Approved | 09/25/2018 |
| SLD-2017-14 | Norborne Glebe Phase 14A | Approved | 09/25/2018 |
| SLD-2021-04 | Norborne Glebe Phase 9B | Approved | 10/13/2022 |
| SLD-2021-05 | Norborne Glebe Phase 9&10A | Approved | 10/13/2022 |
| SLD-2023-03 | Norborne Glebe Phase 15 | Approved | 08/27/2023 |
| SP-2022-06 | Norborne Glebe Pool | Approved | 07/28/2023 |
| SLD-2022-06 | Norborne Glebe Phase 10B-13 | Approved | 02/27/2024 |

SLD-2013-04 Norborne Glebe Phase 5 Approved01/14/2014
SLD-2017-05Norborne Glebe Phase 7-8Approved09/25/2018
SLD-2016-01Norborne Glebe Phase 6Approved09/25/2018

**9. <u>BOND RELEASE</u> – SUPPLEMENTAL MATERIALS REQUIRED:**

A. Copies of inspection and test reports if work was inspected and tested by a third-party inspector.

B. Certification that all bonded Improvements, have been completed in accordance with the approved plans, profiles, and specifications and the requirements of any applicable manual.

C. A copy of the City-approved As-Built Drawings as required for facilities within public rights-of-way or Easements.

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

Continued on next page.

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

F. **For private roadways**, a letter of acceptance by the entity responsible for maintenance and a Latent Defects Indemnification Agreement and Bond.

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

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

APPLICANT CERTIFICATION

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

Signature of Applicant

_____ Date 9/24/2026

Signature of Property Owner (If different than Applicant)

_____ Date _____

Please submit an original completed application to the following:

| At City Hall: | Or | Via Mail: |
|---|---|---|
| Subdivision Administrator<br>City of Charles Town<br>101 E. Washington Street<br>Charles Town, WV 25414 | | Subdivision Administrator<br>City of Charles Town<br>PO BOX 14<br>Charles Town, WV 25414 |

Kimley»Horn

# Memorandum

To: Chris Blair, LS
Project Manager
Greenway Engineering
151 Windy Hill Drive
Winchester, VA 22602

From: Mark Phillips, P.E.

Through: Mr. James Newman, AICP
City of Charles Town
101 E Washington Street
Charles Town, WV 25414

Date: October 8, 2026

**Subject: Norborne Glebe Phase 16 – Section 1 – Bond Initiation Review – 2nd Review**

This memorandum summarizes our review of the Bond Initiation for Norborne Glebe Phase 16, Section 1 (dated September 24, 2026, prepared by Greenway Engineering, Inc.) for 56 single family units on a 27.41-acre property. The site is currently zoned Neighborhood Residential.

Kimley-Horn's review of this application is limited to the Bond Estimate and Application provided. Based upon our review, we have no further comments.

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

**KIMLEY-HORN & ASSOCIATES, INC.**

Mark Phillips, P.E.
Project Manager
Associate

| BOND ESTIMATE | | | | | | BOND REDUCTION | | | | | City Use Only |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | UNIT | UNIT COST | QUANTITY | Final Price | QUANTITY COMPLETED (REDUCTION REQUEST) | UNIT COST | PREVIOUS QUANTITY COMPLETED | TOTAL QUANTITY COMPLETED (INCLUDING REDUCTION REQUEST) | EXTENSION | %COMPLETE | %APPROVED |
| **MOBILIZATION GENERAL** | | | | | | | | | | | |
| Mobilization | LS | $12,440.00 | 1 | $12,440.00 | | $0.00 | | 0 | | 0% | |
| Field Office | EA | $3,490.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Job Sign | EA | $1,340.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **SURVEYING** | | | | | | | | | | | |
| Steel Pipe Property Corner Marker Incl. Survey | EA | $320.38 | 72 | $23,067.36 | | $0.00 | | 0 | | 0% | |
| **R.O.W MONUMENTS SURVEYED IN PLACE** | | | | | | | | | | | |
| RM--1 | | $825.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| RM--2 | | $764.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **EARTHWORK EXCAVATION** | | | | | | | | | | | |
| Regular Bulk used as Fill | CY | $4.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Rock, Rip | CY | $51.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Rock, Blast | CY | $55.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **BORROW MATERIAL** | | | | | | | | | | | |
| Buy, Load, Haul 10 Mi. Select Material | CY | $42.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Fill and Compaction of On-site Borrow | CY | $44.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **UNSUITABLE MATERIAL** | | | | | | | | | | | |
| Load and Haul, 20 mi R/T | CY | $36.56 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Dump Charge | CY | $62.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Site Grading | SY | $1.25 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **CLEAR & GRUB** | | | | | | | | | | | |
| Light | AC | $14,548.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Heavy | AC | $26,699.49 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **LANDSCAPING** | | | | | | | | | | | |
| Seeding | SY | $3.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Sodding | SY | $8.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **PLANTING SHRUBS** | | | | | | | | | | | |
| 18" | EA | $70.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 24" | EA | $90.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **TREES** | | | | | | | | | | | |
| 6'-8' (1-2 in. Caliper) | EA | $400.00 | 175 | $70,000.00 | | $0.00 | | 0 | | 0% | |
| 8'-10' (2.5-3 in. Caliper) | EA | $700.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Tree Protection | LF | $11.13 | 1534 | $17,073.42 | | $0.00 | | 0 | | 0% | |
| **MISCELLANEOUS SITE IMPROVEMENTS** | | | | | | | | | | | |
| | | | | | | | | | | | |
| Timber Wall (less than 6 ft) | LF | $325.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Dry Rubble RW-1 (H=6') | LF | $450.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Mortared Rubble RW-1A (H=6') | LF | $535.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Concrete Gravity RW-2 (H=6') | LF | $589.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Concrete Gravity RW-3 (H=6') | LF | $1,037.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **FENCING** | | | | | | | | | | | |
| Std. Fence (H=5') FR-5 | LF | $56.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Farm Fence (H=5') FR-3A | LF | $37.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Chain Link Fence (H=6') FR 2-B | LF | $62.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Board Fence (H=6') | LF | $62.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **TOTS LOTS** | | | | | | | | | | | |
| Tot Lot | EA | $16,495.00 | 0 | $0.00 | | $0.00 | | 0 | | 0% | |
| **STORM DRAINAGE** | | | | | | | | | | | |
| **STORM SEWER** | | | | | | | | | | | |
| NOTE: All pipe unit prices include trench, excavation, bedding, pipe, & backfill | | | | | | | | | | | |
| **Rock Excavation for All Pipe Types** | | | | | | | | | | | |
| Less than 1,500 CY (Blasting) | CY | $110.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| More than 1,500 CY (Blasting ) | CY | $90.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Less than 1,500 CY (Hoe Ram) | CY | $220.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| More than 1,500 CY (Hoe Ram) | CY | $180.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Trench De-Watering** | | | | | | | | | | | |
| Trench De-Watering | LF | $4.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **RCP CLASS III ROUND T & G W/MASTIC** | | | | | | | | | | | |
| **12" Pipe (RCP III)** | | | | | | | | | | | |
| 0'-8' Cut | LF | $100.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8'-14' Cut | LF | $140.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Add cost for Class IV | LF | $1.90 | | $0.00 | | $0.00 | | 0 | | 0% | |
| O-Ring | LF | $12.36 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **15" Pipe (RCP III)** | | | | | | | | | | | |
| 0'-10' Cut | LF | $100.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10'-16' | LF | $156.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Add Cost for Class IV | LF | $1.48 | | $0.00 | | $0.00 | | 0 | | 0% | |
| O-Ring | LF | $8.58 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **18" Pipe (RCP III)** | | | | | | | | | | | |
| 0'-10' Cut | LF | $100.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10' -16' Cut | LF | $160.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Add Cost for Class IV | LF | $3.20 | | $0.00 | | $0.00 | | 0 | | 0% | |
| O-Ring | LF | $11.20 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **21" Pipe (RCP III)** | | | | | | | | | | | |
| 0'-8' Cut | LF | $115.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8'-14' Cut | LF | $174.80 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Add cost for Class IV | LF | $4.40 | | $0.00 | | $0.00 | | 0 | | 0% | |
| O-Ring | LF | $20.80 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **24" Pipe (RCP III)** | | | | | | | | | | | |
| 0'- 10' Cut | LF | $140.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10'-16' | LF | $196.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Add Cost for Class IV | LF | $5.04 | | $0.00 | | $0.00 | | 0 | | 0% | |
| O-Ring | LF | $22.40 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **27" Pipe (RCP III)** | | | | | | | | | | | |
| 0'- 10' Cut | LF | $123.20 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10' -16' Cut | LF | $195.03 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Add Cost for Class IV | LF | $6.40 | | $0.00 | | $0.00 | | 0 | | 0% | |
| O-Ring | LF | $24.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **30" Pipe (RCP III)** | | | | | | | | | | | |
| 0'- 8' Cut | LF | $169.40 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8'-14' Cut | LF | $256.66 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Add cost for Class IV | LF | $9.60 | | $0.00 | | $0.00 | | 0 | | 0% | |
| O-Ring | LF | $27.60 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **33" Pipe (RCP III)** | | | | | | | | | | | |
| 0'- 10' Cut | LF | $240.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10'-16' | LF | $333.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Add Cost for Class IV | LF | $13.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| O-Ring | LF | $45.80 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **36" Pipe (RCP III)** | | | | | | | | | | | |
| 0'-10' Cut | LF | $249.60 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10' -16' Cut | LF | $363.92 | | $0.00 | | $0.00 | | 0 | | 0% | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Add Cost for Class IV | LF | $12.40 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $36.40 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **42" Pipe (RCP III)** | | | | | | | | | | | |
| 0'- 8' Cut | LF | $289.54 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8'-14' Cut | LF | $413.46 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add cost for Class IV | LF | $19.20 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $56.72 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **48" Pipe (RCP III)** | | | | | | | | | | | |
| 0'-10' Cut | LF | $320.52 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10'-16' | LF | $442.31 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add Cost for Class IV | LF | $20.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $69.36 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **54" Pipe (RCP III)** | | | | | | | | | | | |
| 0' - 10' Cut | LF | $420.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' -16' Cut | LF | $541.38 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add Cost for Class IV | LF | $30.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $70.96 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **60" Pipe (RCP III)** | | | | | | | | | | | |
| 0'-10' Cut | LF | $420.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' -16' Cut | LF | $498.48 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add Cost for Class IV | LF | $36.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $77.84 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **ELLIPTICAL PIPE - RCP CLASS III** | | | | | | | | | | | |
| **23"x14" (18" Equiv- RCP III)** | | | | | | | | | | | |
| 0'10' Cut | LF | $190.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10'-16' Cut | LF | $278.60 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add cost for Class IV | LF | $41.60 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $109.80 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **30"x19" (24" Equiv- RCP III** | | | | | | | | | | | |
| 0'10' Cut | LF | $190.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10'-16' Cut | LF | $329.25 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add cost for Class IV | LF | $15.07 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $109.79 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **38"x24" (30" Equiv- RCP III** | | | | | | | | | | | |
| 0'10' Cut | LF | $190.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10'-16' Cut | LF | $423.78 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add cost for Class IV | LF | $21.38 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $129.92 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **45"x29" (36" Equiv- RCP III)** | | | | | | | | | | | |
| 0'10' Cut | LF | $370.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10'-16' Cut | LF | $526.88 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add cost for Class IV | LF | $25.45 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $119.63 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **1** | | | | | | | | | | | |
| 0'12' Cut | LF | $370.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10'-18' Cut | LF | $528.36 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add cost for Class IV | LF | $38.87 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $149.26 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **60"x38" (48" Equiv- RCP III)** | | | | | | | | | | | |
| 0'12' Cut | LF | $370.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10'-18' Cut | LF | $543.90 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add cost for Class IV | LF | $46.46 | | $0.00 | | | $0.00 | | 0 | | 0% |
| O-Ring | LF | $177.11 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **HDPE PIPE** | | | | | | | | | | | |
| **8" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $50.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8'-14' Cut | LF | $75.30 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **12" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $67.50 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8'-14' Cut | LF | $100.04 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **15" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $87.08 | 637 | $55,469.96 | | | $0.00 | | 0 | | 0% |
| 8'-16' Cut | LF | $129.65 | 0 | $0.00 | | | $0.00 | | 0 | | 0% |
| **18" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $114.33 | 433 | $49,504.89 | | | $0.00 | | 0 | | 0% |
| 8'-16' Cut | LF | $170.69 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **24" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $132.62 | 302 | $40,051.24 | | | $0.00 | | 0 | | 0% |
| 8'-16' Cut | LF | $197.61 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **30" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $157.42 | 0 | $0.00 | | | $0.00 | | 0 | | 0% |
| 8'-16' Cut | LF | $236.13 | 0 | $0.00 | | | $0.00 | | 0 | | 0% |
| **36" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $200.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8'-16' Cut | LF | $298.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **42" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $224.20 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8'-16' Cut | LF | $334.06 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **48" Pipe** | | | | | | | | | | | |
| 0'-8' Cut | LF | $253.35 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8'-16' Cut | LF | $377.49 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **STORM STRUCTURES** | | | | | | | | | | | |
| **END SECTIONS** | | | | | | | | | | | |
| **End Sections (ES-1), Concrete Pipe Size** | | | | | | | | | | | |
| 15" | EA | $1,389.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 18" | EA | $1,583.46 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 21" | EA | $1,805.14 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 24" | EA | $2,057.86 | 0 | $0.00 | | | $0.00 | | 0 | | 0% |
| 27" | EA | $2,345.97 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 30" | EA | $2,674.40 | 0 | $0.00 | | | $0.00 | | 0 | | 0% |
| 36" | EA | $3,048.82 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 42" | EA | $3,558.50 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 48" | EA | $4,056.69 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 54" | EA | $4,624.63 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 60" | EA | $5,272.07 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **ENDWALLS** | | | | | | | | | | | |
| **EW-1 (Pre-Cast) Round Pipe Size** | | | | | | | | | | | |
| 15" | EA | $2,433.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 18" | EA | $2,724.96 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 24" | EA | $3,051.96 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 30" | EA | $3,418.19 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 36" | EA | $3,828.37 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **EW-1 Cast in Place [Round Pipe Size]** | | | | | | | | | | | |
| 15" | EA | $2,591.15 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 18" | EA | $2,902.08 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 24" | EA | $3,250.33 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 30" | EA | $3,640.37 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 36" | EA | $4,077.22 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **EW-1A (Pre-Cast) Elliptical Pipe Size** | | | | | | | | | | | |
| 23" X 14" (18") | EA | $1,335.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 30" X 19" (24") | EA | $1,495.20 | | $0.00 | | | $0.00 | | 0 | | 0% |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 38 X 24" (30") | EA | $1,879.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 45 X 29" (36") | EA | $2,105.04 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 53" X 34" (42") | EA | $2,791.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **EW-1A (Cast in Place)Elliptical Pipe Size** | | | | | | | | | | | |
| 23" X 14" (18") | EA | $1,318.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 30" X 19" (24") | EA | $1,318.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 38 X 24" (30") | EA | $2,257.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 45 X 29" (36") | EA | $2,257.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 53" X 34" (42") | EA | $3,217.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **EW-2 (PreCast) Round Size Pipe Size** | | | | | | | | | | | |
| 42" | EA | $8,324.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 48" | EA | $9,322.88 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 54" | EA | $10,441.63 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 60" | EA | $11,694.62 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 72" | EA | $12,675.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 84" | EA | $14,196.56 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **EW-2 (Cast in Place) Round Size Pipe Size** | | | | | | | | | | | |
| 42" | EA | $9,255.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 48" | EA | $10,366.16 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 54" | EA | $11,610.10 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 60" | EA | $13,003.31 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 72" | EA | $15,747.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 84" | EA | $17,636.64 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **EW-6PC [Double Pipe] Pipe Size** | | | | | | | | | | | |
| 2-15" | EA | $2,123.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 2-18" | EA | $2,377.76 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 2-24" | EA | $2,663.09 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 2-30" | EA | $4,096.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 2-36" | EA | $4,587.52 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **MANHOLES** | | | | | | | | | | | |
| **Standard Brick Manhole Std Frame & Cover (MH-1)** | | | | | | | | | | | |
| 6' Depth | EA | $6,048.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Depth Below 6' | VF | $230.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Standard Precast Manhole Std Frame & Cover (MH-2) | | $5,337.00 | 0 | $0.00 | | $0.00 | | 0 | | 0% | |
| **Additional Cost (Amount in parentheses to be added to the above unit costs)** | | | | | | | | | | | |
| Watertight Fr/Cover (Add 110) | EA | $579.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Heavy Duty Fr/ Cover (Add 82) | VF | $599.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Drop Inlets** | | | | | | | | | | | |
| **Cast in Place 48"** | | | | | | | | | | | |
| Drop Inlet (DI-1) 12"-24" Pipe0-10 VF | EA | $7,690.00 | 2 | $15,380.00 | | $0.00 | | 0 | | 0% | |
| Drop Inlet (DI-1A) 12"-24" Pipe10-20 VF | EA | $7,690.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Drop Inlet (DI-2A) 12"-24" Pipe0-10 VF, 10' throat | EA | $9,458.70 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Drop Inlet (DI-2A) 12"-24" Pipe10-20 VF, 10' throat | EA | $11,634.20 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlets** | | | | | | | | | | | |
| **Curb Drop Inlet (DI-3A)** | | | | | | | | | | | |
| 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length 2'-6" | EA | $7,460.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3AA)** | | | | | | | | | | | |
| 12"-30" Pipe (Invert Depth (H) =8'- | **EA** | $9,772.60 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3B) 12"-30" Pipe (Invert Depth (H) = 0 '-8') Inlet Length** | | | | | | | | | | | |
| 4' | EA | $7,758.40 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 6' | EA | $8,534.24 | 5 | $42,671.20 | | $0.00 | | 0 | | 0% | |
| 8' | EA | $9,387.66 | 1 | $9,387.66 | | $0.00 | | 0 | | 0% | |
| 10' | EA | $10,326.43 | 1 | $10,326.43 | | $0.00 | | 0 | | 0% | |
| 12' | EA | $11,359.07 | 1 | $11,359.07 | | $0.00 | | 0 | | 0% | |
| 16' | EA | $12,494.98 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 20' | EA | $13,744.48 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3BB) 12"-30" Pipe (Invert Depth (H) = 0 '-8') Inlet Length** | | | | | | | | | | | |
| 4' | EA | $7,680.82 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 6' | EA | $8,448.90 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8' | EA | $9,293.79 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10' | EA | $10,223.17 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 12' | EA | $11,245.48 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 16' | EA | $12,370.03 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 20' | EA | $13,607.03 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3C) 12"-30" Pipe (Invert Depth (H) = 0 '-8') Inlet Length** | | | | | | | | | | | |
| 6' | EA | $7,204.61 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8' | EA | $7,925.07 | 0 | $0.00 | | $0.00 | | 0 | | 0% | |
| 10' | EA | $8,717.57 | 0 | $0.00 | | $0.00 | | 0 | | 0% | |
| 12' | EA | $9,589.33 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 16' | EA | $10,548.26 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 20' | EA | $11,603.09 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3CC) 12"-30" Pipe (Invert Depth (H) = 0 '-8') Inlet Length** | | | | | | | | | | | |
| 6' | EA | $8,573.48 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8' | EA | $9,430.83 | 2 | $18,861.66 | | $0.00 | | 0 | | 0% | |
| 10' | EA | $10,373.91 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 12' | EA | $11,411.30 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 16' | EA | $12,552.43 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 20' | EA | $13,807.68 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3D)** | | | | | | | | | | | |
| 12"-30" Pipe (Invert Depth (H) =0'-8') Inlet Length 2'-6" | EA | $6,430.11 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3DD)** | | | | | | | | | | | |
| 12"-30" Pipe (Invert Depth | **EA** | $7,587.53 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3E) 12"-30" Pipe (Invert Depth (H) = 0 '-8') Inlet Length** | | | | | | | | | | | |
| 4' | EA | $7,460.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8' | EA | $7,982.20 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10' | EA | $8,540.95 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 12' | EA | $9,138.82 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 16' | EA | $9,778.54 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 20' | EA | $10,463.04 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3EE) 12"-30" Pipe (Invert Depth (H) = 8'-20') Inlet Length** | | | | | | | | | | | |
| 6' | EA | $11,509.34 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8' | EA | $12,314.99 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10' | EA | $13,177.04 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 12' | EA | $14,099.44 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 16' | EA | $15,086.40 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 20' | EA | $16,142.44 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3F) 12"-30" Pipe (Invert Depth (H) = 0 '-8') Inlet Length** | | | | | | | | | | | |
| 6' | EA | $6,855.74 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 8' | EA | $7,335.64 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 10' | EA | $7,849.14 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 12' | EA | $8,398.58 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 16' | EA | $8,986.48 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 20' | EA | $9,615.53 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Curb Drop Inlet (DI-3FF) 12"-30" Pipe (Invert Depth (H) = 8'-20') Inlet Length** | | | | | | | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 6' | EA | $14,671.28 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8' | EA | $15,698.27 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $16,797.15 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $17,972.95 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $19,231.06 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $20,577.23 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4A) 36"-48" Pipe (Invert Depth (H) = 8'-20') Inlet Length** | | | | | | | | | | | |
| 4' | **EA** | $10,020.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4AA) 36"-48" Pipe (Invert Depth (H) = 8'-20') Inlet Length** | | | | | | | | | | | |
| 4' | **EA** | $10,020.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4B) 36"-48" Pipe (Invert Depth (H) = 0'-8') Inlet Length** | | | | | | | | | | | |
| 6' | EA | $8,802.77 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8' | EA | $9,418.96 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $10,078.29 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $10,783.77 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $11,538.64 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $12,346.34 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4BB) 36"-48" Pipe (Invert Depth (H) = 8'-20') Inlet Length** | | | | | | | | | | | |
| 6' | EA | $17,429.48 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8' | EA | $18,649.55 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $19,955.02 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $21,351.87 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $22,846.50 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $24,445.75 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4C) 36"-48" Pipe (Invert Depth (H) = 0'-8') Inlet Length** | | | | | | | | | | | |
| 8' | EA | $9,418.96 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $10,078.29 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $10,783.77 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $11,538.64 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $12,346.34 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4CC) 36"-48" Pipe (Invert Depth (H) = 8'-20') Inlet Length** | | | | | | | | | | | |
| 8' | EA | $22,417.13 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $23,986.33 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $25,665.38 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $27,461.95 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $29,384.29 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4D)** | | | | | | | | | | | |
| 36"-48" Pipe (Invert Depth (H) =8'16') Inlet Length 4' | EA | $8,279.27 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4DD)** | | | | | | | | | | | |
| 36"-48" Pipe (Invert Depth (H) | **EA** | $16,392.95 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4E) 36"-48" Pipe (Invert Depth (H) = 0'-8') Inlet Length** | | | | | | | | | | | |
| 6' | EA | $9,016.12 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8' | EA | $9,647.25 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $10,322.56 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $11,045.14 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $11,818.30 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $12,645.58 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4EE) 36"-48" Pipe (Invert Depth (H) = 8'-16') Inlet Length** | | | | | | | | | | | |
| 6' | EA | $15,688.06 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8' | EA | $16,786.22 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $17,961.26 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $19,218.54 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $20,563.84 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $22,003.31 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4F) 36"-48" Pipe (Invert Depth (H) = 0'-8') Inlet Length** | | | | | | | | | | | |
| 8' | EA | $10,040.36 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $10,743.18 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $11,495.20 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $12,299.87 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $13,160.86 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Curb Drop Inlet (DI-4FF) 36"-48" Pipe (Invert Depth (H) = 8'-16') Inlet Length** | | | | | | | | | | | |
| 8' | EA | $15,140.86 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' | EA | $16,200.72 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 12' | EA | $17,334.77 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 16' | EA | $18,548.20 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 20' | EA | $19,846.57 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Median Drop Inlets - CIP** | | | | | | | | | | | |
| Median Drop Inlets (DI-6A) 12"-24"Pipe Inlet (H=8') | EA | $6,032.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Median Drop Inlets (DI-6B) 12"-24"Pipe Inlet (H=8') | EA | $6,080.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Median Drop Inlets (DI-6C) 30"-48"Pipe Inlet (H=10') | EA | $7,737.50 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Median Drop Inlets (DI-6D) 30"-48"Pipe Inlet (H=10') | EA | $7,805.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Median Drop Inlets (DI-7) Type III Top 12"-42" Pipe Inlet (H=10') | EA | $8,548.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Median Drop Inlets (DI-7A) Type III Top 12"-42" Pipe Inlet (H=10') | EA | $8,548.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Median Drop Inlets (DI-7B) Type III Top 12"-42" Pipe Inlet (H=10') | EA | $8,548.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **MISCELLANEOUS INLETS** | | | | | | | | | | | |
| Median Drop Inlets (DI-5) Type III Top 12"-42" Pipe Inlet (H=8') | EA | $6,569.08 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Standard Yard Inlet (YI-1) 12"-48" Pipe (Invert Depth (H)= 0'-8') Inlet Length 4' (No Aprons) | | $5,969.49 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add Yard Inlet Apron | THROAT | $320.54 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Standard Yard Inlet (YI-1) 12"-48" Pipe (Invert Depth (H)= 0'-8') Inlet Length 4' (No Aprons) | EA | $6,444.64 | | $0.00 | | | $0.00 | | 0 | | 0% |
| Add Yard Inlet Apron | THROAT | $320.54 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Culverts** | | | | | | | | | | | |
| **Single Box Culvert (BC-1A) Fills to 25'** | | | | | | | | | | | |
| 4' X 4' | LF | $473.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 5' X 5' | LF | $563.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 6' X 6' | LF | $689.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8' X 8' | LF | $944.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' X 10' | LF | $1,159.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| **Double Box Culvert (BC-2b) Fills to 25'** | | | | | | | | | | | |
| 4' X 4' | LF | $792.40 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 5' X 5' | LF | $987.00 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 6' X 6' | LF | $1,195.60 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 8' X 8' | LF | $1,607.20 | | $0.00 | | | $0.00 | | 0 | | 0% |
| 10' X 10' | LF | $1,975.40 | | $0.00 | | | $0.00 | | 0 | | 0% |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Oversized Single Box Culvert (BBC-1) Fills to 25'** | | | | | | | | | | |
| 12' X 6' | LF | $1,488.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 12' X 8' | LF | $1,488.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 12' X 10' | LF | $1,771.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 12' X 12' | LF | $1,771.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Triple Box Culvert (BC-3B) Fills to 25'** | | | | | | | | | | |
| 4' X 4' | LF | $1,129.55 | | $0.00 | | $0.00 | | 0 | 0% | |
| 5' X 5' | LF | $1,399.25 | | $0.00 | | $0.00 | | 0 | 0% | |
| 6' X 6' | LF | $1,755.95 | | $0.00 | | $0.00 | | 0 | 0% | |
| 8' X 8' | LF | $2,367.85 | | $0.00 | | $0.00 | | 0 | 0% | |
| 10' X 10' | LF | $3,607.60 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Quadruple Box Culvert (BC-4B) Fills to 25'** | | | | | | | | | | |
| 4' X 4' | LF | $1,431.15 | | $0.00 | | $0.00 | | 0 | 0% | |
| 5' X 5' | LF | $1,776.25 | | $0.00 | | $0.00 | | 0 | 0% | |
| 6' X 6' | LF | $2,208.35 | | $0.00 | | $0.00 | | 0 | 0% | |
| 8' X 8' | LF | $2,170.65 | | $0.00 | | $0.00 | | 0 | 0% | |
| 10' X 10' | LF | $4,110.75 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Standard Wing for Box Culvert (1 Side Only) Height of Box** | | | | | | | | | | |
| 4' | EA | $926.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 5' | EA | $1,390.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| 6' | EA | $1,853.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 8' | EA | $3,426.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 10' | EA | $4,558.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Standard Wing for Box Culvert (BBC-W) Height of Box** | | | | | | | | | | |
| 6' | EA | $1,817.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| 8' | EA | $3,007.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 10' | EA | $4,497.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 12' | EA | $6,567.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| **MISCELLANEOUS STORM** | | | | | | | | | | |
| **Connection to Existing Structure** | | | | | | | | | | |
| 15"-36" Pipe | EA | $1,584.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| 42"-60" Pipe | EA | $1,584.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Casing Pipe, Bore and Jack (3/8" wall)** | | | | | | | | | | |
| 22" ID (6"-8" Carrier Pipe) | LF | $885.71 | | $0.00 | | $0.00 | | 0 | 0% | |
| 24" ID (10" Carrier Pipe) | LF | $971.91 | | $0.00 | | $0.00 | | 0 | 0% | |
| 30" ID (12" Carrier Pipe) | LF | $1,226.20 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Plug Pipe** | | | | | | | | | | |
| 6"-12" Pipe | EA | $444.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 15"-36" Pipe | EA | $444.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| 42"-60" Pipe | EA | $574.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Pavement Edge Pipe** | | | | | | | | | | |
| Standard Pipe Underdrain | LF | $20.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| **RipRap** | | | | | | | | | | |
| Dry, Class I, 18" | SY | $82.00 | 0 | $0.00 | | $0.00 | | 0 | 0% | |
| Dry, Class II, 18" | SY | $82.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Grouted, Class I, 18" | SY | $84.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Filter Fabric** | | | | | | | | | | |
| Class I | SY | $4.13 | | $0.00 | | $0.00 | | 0 | 0% | |
| Class II | SY | $4.13 | | $0.00 | | $0.00 | | 0 | 0% | |
| Class III | SY | $4.13 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Gabions (No excavations)** | | | | | | | | | | |
| Mattress | CY | $237.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Revetment | CY | $237.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Wall | CY | $237.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Paved Ditch (4" Thick)** | | | | | | | | | | |
| Concrete (Non-reinforced) | SY | $94.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Bituminous Concrete (4") | SY | $43.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Sodded Ditch** | | | | | | | | | | |
| Sodded Ditch(Incl Fine Grading) | SY | $15.03 | | $0.00 | | $0.00 | | 0 | 0% | |
| **STREET CONSTRUCTION** | | | | | | | | | | |
| **ROADS AND PARKING** | | | | | | | | | | |
| **Soil Stabilization** | | | | | | | | | | |
| Cement 6% | SY/ Inch | $20.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Depth (in Inches): | Depth | | | | | $0.00 | | | | |
| Lime 6% | SY/ Inch | $14.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Depth (in Inches): | Depth | | | | | $0.00 | | | | |
| **Subbase, Aggregated Material** | | | | | | | | | | |
| Base Type I | SY/ Inch | $12.95 | 4462 | $462,263.20 | | $0.00 | | 0 | 0% | |
| Depth (in Inches): | Depth | 8 | | | | $0.00 | | | | |
| **Bituminous Concrete** | | | | | | | | | | |
| Base Course | SY/ Inch | $7.00 | 4462 | $93,702.00 | | $0.00 | | 0 | 0% | |
| Depth (in Inches): | Depth | 3 | | | | $0.00 | | | | |
| Intermediate Course | SY/ Inch | $7.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Depth (in Inches): | Depth | | | | | $0.00 | | | | |
| Top Course | SY/ Inch | $7.00 | 4462 | $62,468.00 | | $0.00 | | 0 | 0% | |
| Depth (in Inches): | Depth | $2.00 | | | | $0.00 | | | | |
| Prime Coat | SY | $1.38 | | $0.00 | | $0.00 | | 0 | 0% | |
| Tack Coat | SY | $1.38 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Driveway Restoration** | | | | | | | | | | |
| 4" Concrete & 4" Gravel | SY | $75.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| 2" S-5 & 7 6" Gravel | SY | $29.98 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Shoulders, Type I** | | | | | | | | | | |
| Aggregated Base, 4" | SY | $15.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Concrete Curbing** | | | | | | | | | | |
| Curb & Gutter CG6 & CG7 | LF | $31.50 | 3023 | $95,224.50 | | $0.00 | | 0 | 0% | |
| Curb Cut, CG-12 DetectableSurf. | EA | $1,044.00 | 8 | $8,352.00 | | $0.00 | | 0 | 0% | |
| **Entrances/ Driveways** | | | | | | | | | | |
| Commercial Entrance CG-11 | SY | $87.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Commercial Entrance CG-13 | SY | $87.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Residential Driveway Apron | EA | $1,252.00 | 27 | $33,804.00 | | $0.00 | | 0 | 0% | |
| **Guardrails** | | | | | | | | | | |
| Std. Blocked-out W beam(GR2) | LF | $53.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Std. W beam, Weak Post GR8 | LF | $53.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Terminal, GR-6 (L=12'-6") | EA | $3,880.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Terminal, GR-7 (L=6'-3") | EA | $3,880.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Type I, GR-8 Terminal (L=25') | EA | $3,580.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Type II, GR-8 Terminal(L=13'-6") | EA | $1,701.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Terminal, MB-4 (L=37'-6") | EA | $3,580.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Type I, MB-5 Terminal(L=27'-1) | EA | $3,580.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Type II, MB-5 Terminal(L=13'-6) | EA | $1,701.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| **Miscellaneous** | | | | | | | | | | |
| Trash enclosure - Brick 6' high | LF | $7,336.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Reinforced Concrete Pad 6" to 8" | SY | $150.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Striping 4" width (VDOT Type B) | LF | $2.50 | | $0.00 | | $0.00 | | 0 | 0% | |
| Concrete Wheel Stops | EA | $90.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Parking Lot Striping | EA | $50.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Sign Island | EA | $850.00 | | $0.00 | | $0.00 | | 0 | 0% | |
| Traffic Barricade | EA | $133.50 | | $0.00 | | $0.00 | | 0 | 0% | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Street Name Signs | EA | $594.50 | 2 | $1,189.00 | | $0.00 | | 0 | | 0% | |
| Traffic Control Signs | EA | $512.00 | 2 | $1,024.00 | | $0.00 | | 0 | | 0% | |
| Street Light (pole, bracket,light) | EA | $5,938.00 | 5 | $29,690.00 | | $0.00 | | 0 | | 0% | |
| **SIDEWALKS AND TRAILS** | | | | | | | | | | | |
| **Sidewalk** | | | | | | | | | | | |
| Concrete 4" w/WWF, No base | SY | $58.50 | 1380 | $80,730.00 | | $0.00 | | 0 | | 0% | |
| Bitum. Conc, 2" w/4" Base | SY | $42.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| 4" Conc, No Reinf., No Base | SY | $58.50 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **HANDRAIL** | | | | | | | | | | | |
| Handrail 3 Rail 1-1/4" #4 Finish | LF | $143.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Wood Chip Trail** | | | | | | | | | | | |
| Trails(Incl Excavation & | SY | $77.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Grading) Wood chip, 4' wide | SY | $21.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Bituminous Trail** | | | | | | | | | | | |
| 6' to 10' wide | SY | $22.00 | | 0 | | $0.00 | | 0 | | 0% | |
| **CRITICAL SLOPE STABILIZATION** | | | | | | | | | | | |
| Paved Flume | SY | $100.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Stmwtr Conc Channel-Excav | SY | $97.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| ADD Grass Lined-seeded | SY | $19.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| ADD Grass Lined-sodded | SY | $26.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Outlet Protection** | | | | | | | | | | | |
| Non-grouted Riprap 18" | SY | $87.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Concrete 4" | SY | $70.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Level Spreader | SY | $5.77 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Struc Streambank Protection** | | | | | | | | | | | |
| Non-grouted Riprap 18" | SY | $87.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Gabions | CY | $255.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **Vegetative Erosion Control** | | | | | | | | | | | |
| Sodding incl Fertilizing –Banks | SY | $9.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Sodding incl Fertilizing – Flat | SY | $9.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Seeding incl Fertilizing | SY | $3.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Soding W/Soil Treat &Watering | SY | $9.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Seeding W/Soil Treat &Watering | SY | $3.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Straw Mulch w/Tack | SY | $2.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| Jute Mesh | SY | $2.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| **SPECIAL ITEMS** | | | | | | | | | | | |
| FEMA ProcessingLOMR/CLOMR | EA | $10,240.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| As Built (Record Drawings) | EA | $12,967.50 | 1 | $12,967.50 | | $0.00 | | 0 | | 0% | |
| SWM/BMP POND | LS | $0.00 | | $0.00 | | $0.00 | | 0 | | 0% | |
| SIGNALIZATION | LS | $0.00 | | $0.00 | | $0.00 | | 0 | | 0% | |

| | |
|---|---|
| **EFFECTIVE PERIOD OF BOND (IN MONTHS)** | **12** |
| **TOTAL ESTIMATE OF COMPLETED WORK** | **$1,257,007.09** |
| **+ 10% CONTINGENCY** | **$125,700.71** |
| **GRAND TOTAL** | **$1,382,707.80** |
| **FINAL PRICE (+ 4% ANNUAL INTEREST)** | **$1,438,016.11** |

| | |
|---|---|
| **EFFECTIVE PERIOD OF BOND (IN MONTHS)** | |
| **TOTAL BOND REDUCTION REQUEST** | **$0.00** |
| **+ 10% CONTINGENCY** | **$0.00** |
| **GRAND TOTAL** | **$0.00** |
| **FINAL BOND REDUCTION REQUEST ( +4% ANNUAL INTEREST)** | **$0.00** |

| | |
|---|---|
| **TOTAL ESTIMATED - BOND REMAINING** | **$1,438,016.11** |

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2175: ANX2025-02 - 330 Southerly Lane - Annexation - First Read

**Proposed Motion:** Approve the annexation and rezoning of 330 Southerly Lane to the Neighborhood Residential zoning district.

**ATTACHMENTS:**

- 1. Staff Report.pdf
- 2. Application.pdf
- 3. Signed Petition.pdf
- 4. Survey.pdf
- 5. Metes and Bounds.pdf

Annexation Request

**ANX2025-01**

**Date:** For the November 16, 2026 City Council meeting

**Applicant**: Christina Smith and Patrick Wallace

**Property Owner:** Christina Smith and Patrick Wallace

**Report by**: James Newman, City Planner, Zoning/Subdivision Administrator.

**Proposal:** Annexation Request

**Property Location:** TD 2 / Map: 9 / Pcl 4.18



**PROJECT OVERVIEW**

Request to annex one five-acre lot from Jefferson County into the municipal limits of the City of Charles Town.

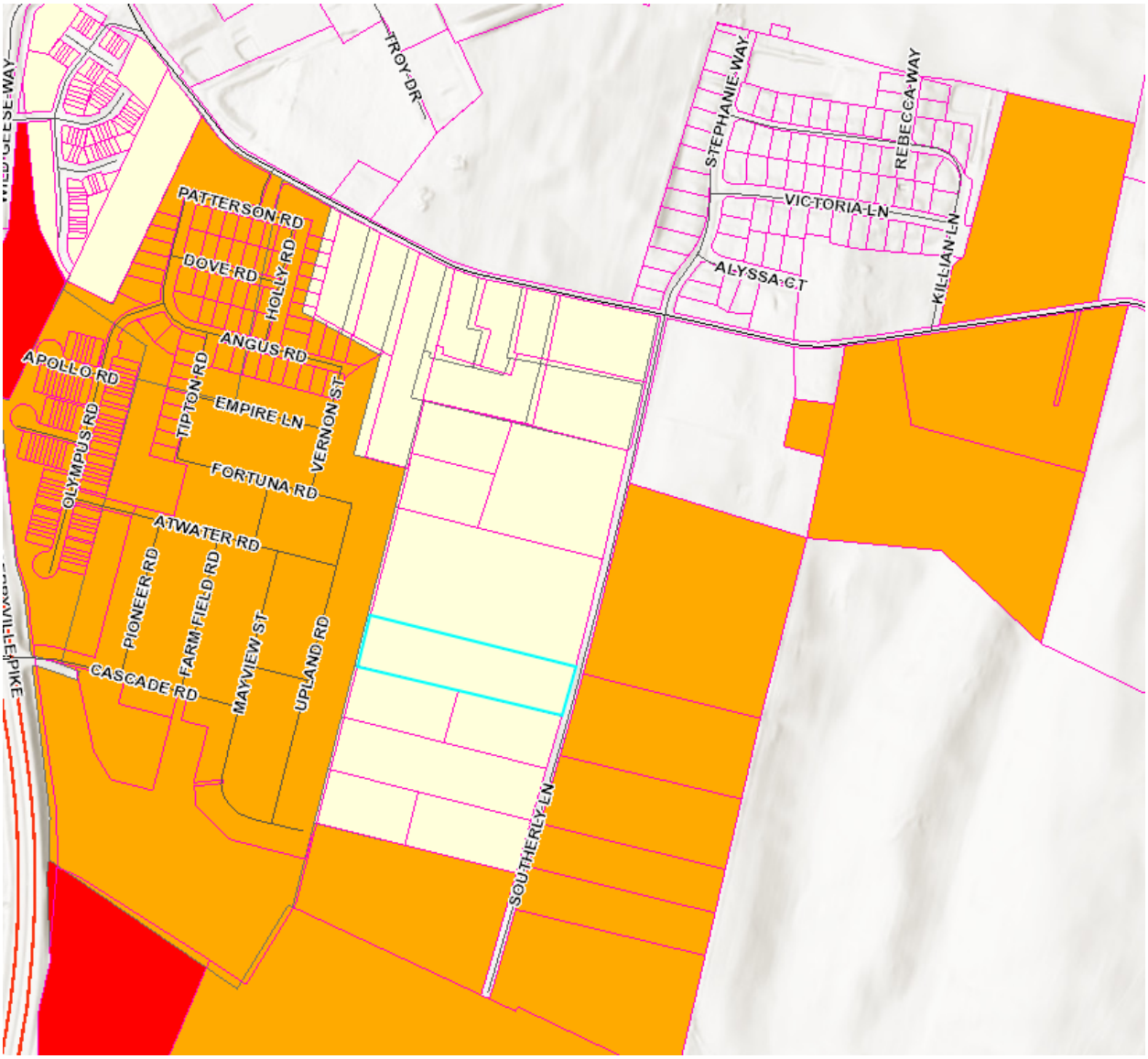
**PROPERTY SURVEY**

From December 23, 1974:



**ADJACENT ZONING**

Three adjacent properties are within City limits and are zoned Neighborhood Residential (one parcel to the rear and two parcels on the opposite side of Southerly Lane).




*Key*

Orange – Neighborhood Residential

Red – General Commercial

Tan – Jefferson County zoning

**CONDITIONS OF ANNEXATION**

The applicant has not proffered any Conditions of Annexation.

**USE**

Applicant proposes to continue the use of the property as a single-family detached residence.

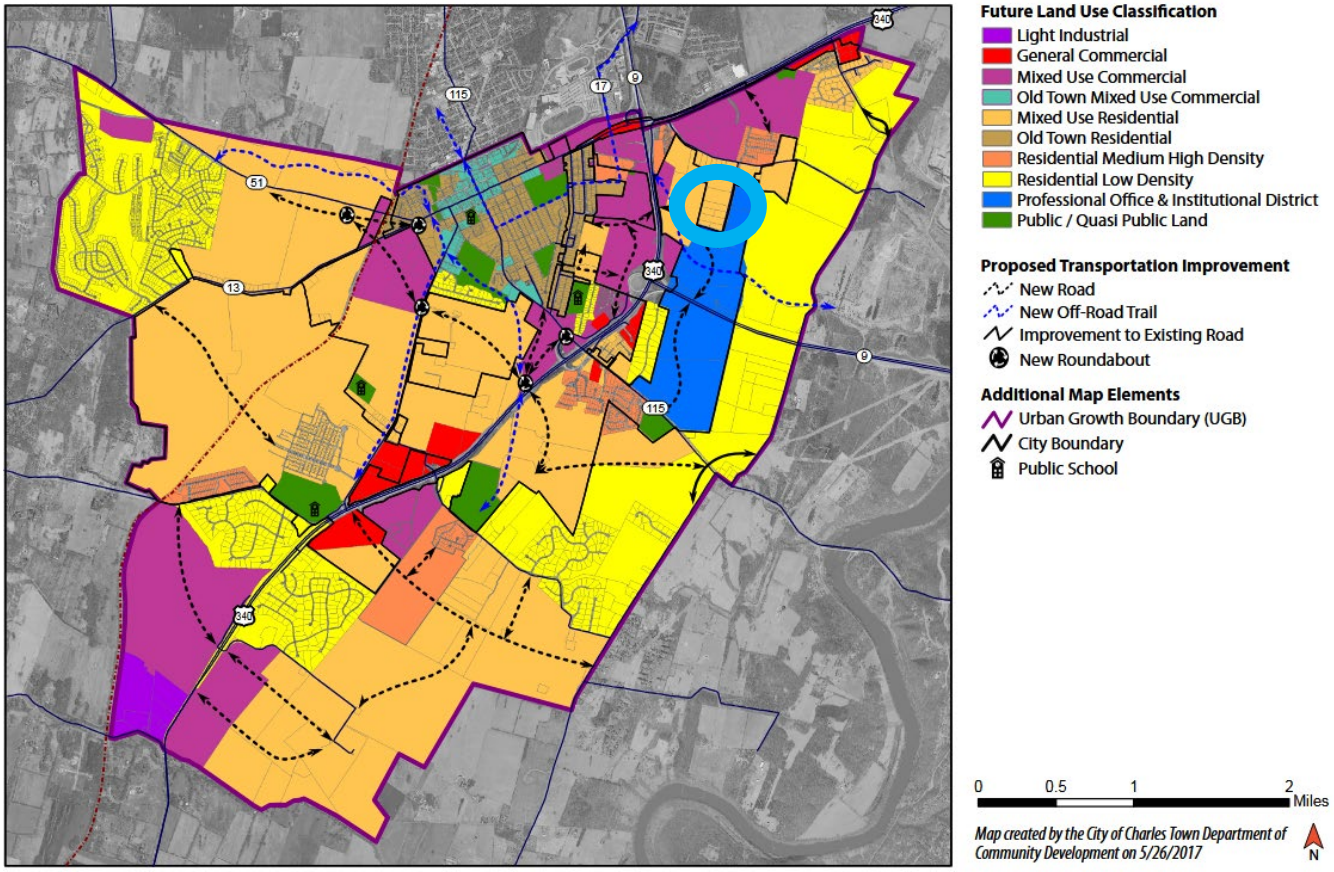
| CHARLES TOWN ZONING ORDINANCE<br>DISTRICT USE TABLE<br>Key:<br>P – Permitted Use<br>S – Special Exception Use<br>PA – Permitted Accessory Use<br>SA – Special Exception Accessory Use | | ZONING DISTRICTS | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Residential Low Density | Residential Medium-High Density | Neighborhood Residential | Neighborhood Commercial | General Commercial | Old Town Mixed Use Commercials | Old Town Residential |
| ITE Code | Land Use | R-3 | R-15 | NR | NC | GC | OT-MUC | OT-R |
| 210 | Single-Family Detached Housing | P | P | P | P | | P | P |

**COMPREHENSIVE PLAN**

The 2040 Comprehensive Plan designates this property as Mixed-Use Residential. The property is circled in blue below:

CITY OF CHARLES TOWN COMPREHENSIVE PLAN

**UGB Future Land Use: 25-Year Growth Scenario**



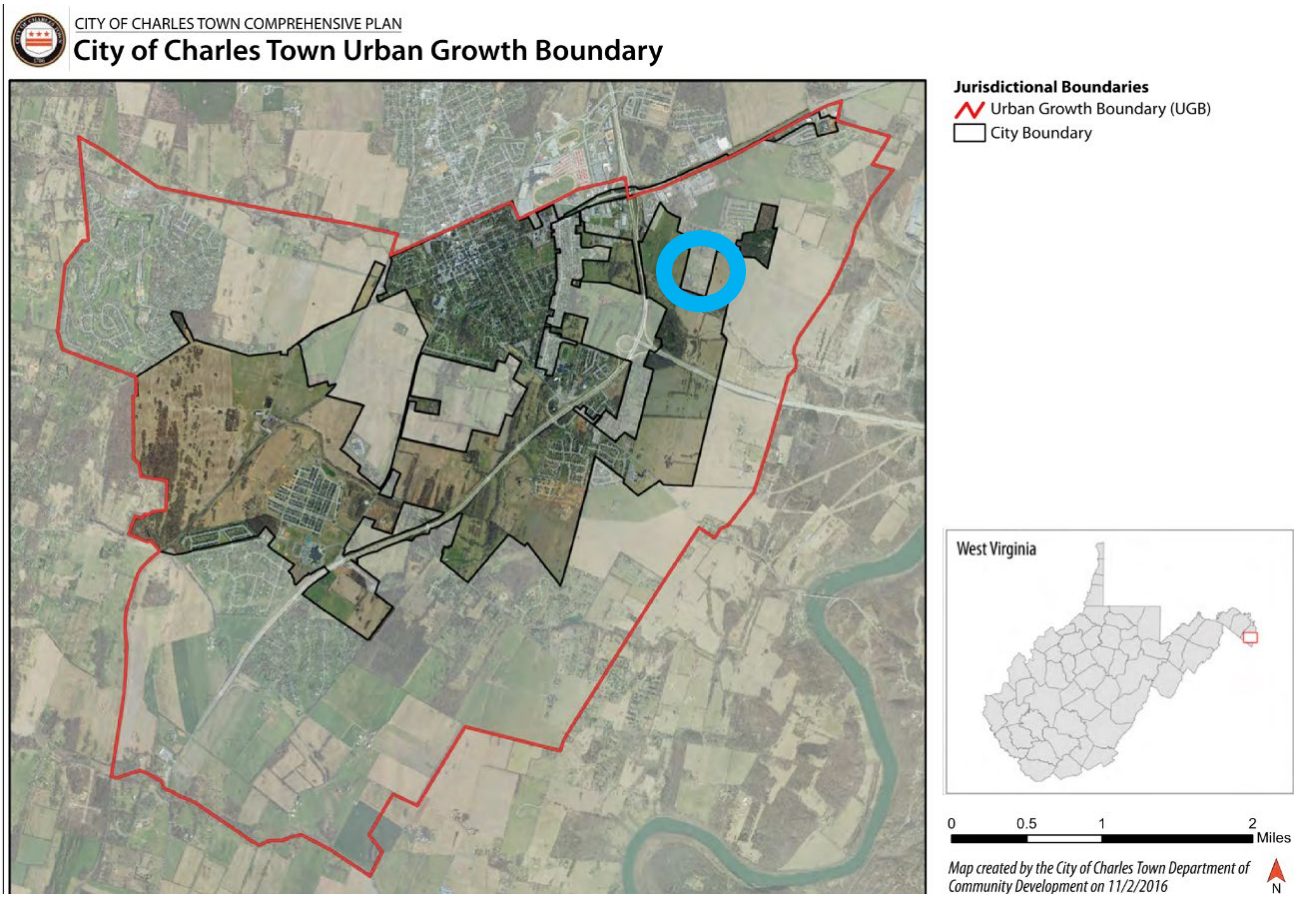
The Comprehensive Plan defines *Mixed-Use Residential* Future Land Use as:

"Intended to provide for a mix of housing types and sizes (e.g. tiny houses), as well as related services and uses, including compatible and supporting commercial uses and office services. Regarding the mixing of uses, residential uses are predominate and non-residential uses are secondary, supporting the needs of the residential uses. Areas classified as Mixed Use Residential are a continuation of Charles Town's existing zoning category of Neighborhood Residential District and by extension, the non-residential uses would be similar to that of the Neighborhood Commercial zoning category. The Future Land Use Map envisions a higher intensity and density of uses oriented near Downtown to provide for greater walkability, accessibility, and mobility between Downtown commerce and surrounding neighborhoods."

*-Comprehensive Plan page 72*

**URBAN GROWTH BOUNDARY**

The property lies within the Urban Growth Boundary for future annexations:



**ANNEXATION CRITERIA**

*The Planning Commission shall consider the most appropriate Zoning District classification(s) for any property proposed for Annexation and provide a recommendation to City Council. Upon Annexation, City Council shall consider the Planning Commission's recommendation and designate the property within one or more appropriate Zoning Districts* --- Zoning Ordinance Section 1321.05, Applicability

*The Urban Reserve (UR) District is the zoning classification which is applied to annexed parcels upon approval and assignment into the City's jurisdiction. The UR District is a temporary holding district meant to accommodate existing Uses until the most appropriate zoning classification is enacted through the zoning amendment provisions specified under Section 1321.12 of this Ordinance* --- Zoning Ordinance Section 1322.05, Urban Reserve

**PLANNING COMMISSION**

The Planning Commission held a public hearing for this request at their September 22, 2025 meeting. There was no public comment. Following discussion the Commission voted unanimously to recommend approval of the annexation of the property subject to two conditions:

1. Prior to public hearing for City Council the applicant shall provide staff with a metes and bounds description of the property.
2. The property shall be designated for Neighborhood Residential zoning.

**CONCLUSION**

The applicant is proposing to annex one parcel that is five acres in size into the municipal limits of the City. The parcel is adjacent to the City in the west via the Stone Springs Subdivision, and the east via properties owned by the Langlet Trust and the Hoffman family. This annexation will help fill in the City's Urban Growth Boundary. If annexed, the property will enter the Urban Reserve Zoning District unless City Council approves a different zoning designation at the recommendation of the Planning Commission.

**RECOMMENDATION**

Approval of the annexation and rezoning the property to the Neighborhood Residential zoning district.

**Annexation No.**_____

RECEIVED
AUG 12 2025
BY:

# PETITION FOR ANNEXATION

## Fee: $1,110

1. PUBLIC NOTICE
   Annexation requires public hearings at the Planning Commission and City Council.

1. DATE: August 8, 2025

2. APPLICANT'S NAME* Christina Smith and Patrick Wallace

Address: 330 Southerly Lane, Charles Town, WV 25414

Telephone Number (240) 643-3026

Email Address [redacted]

3. PROPERTY OWNER'S NAME Christina Smith and Patrick Wallace

Address: 330 Southerly Lane, Charles Town, WV 25414

Telephone Number (240) 643-3026

Email Address [redacted]

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

4. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY: (list all parcels that apply)

Property Address: 330 Southerly Lane, Charles Town, WV 25414

Tax Map # and Parcel(s): 02 90000400180000

Property Area in Square Feet or Acres: 5 acres

5. PROVIDE SCALED MAP OF THE PROPERTY CLEARLY SHOWING THE PROPERTY'S LOCATION AND PROPERTY AREA IN SQUARE FEET AND/OR ACRES:

6. DESCRIPTION OF APPLICANT'S INTEREST IN THE PROPERTY:

☑ Owner ☐ Buyer ☐ Other (specify) _____

7. DESCRIPTION OF THE PRESENT USE(S) OF THE PROPERTY AND EXISTING ZONING DISTRICT:

Primary Residence in Charles Town Corporation District 3

8. REQUESTED ZONING FOR THE PROPERTY:

To be within city limits

9 DESCRIPTION OF THE PROPOSED USE(S) OF THE PROPERTY:

No change - maintain primary residency

10. DESCRIBE HOW THE REQUESTED ZONING WILL BE CONSISTENT WITH THE OBJECTIVES AND POLICIES OF THE CHARLES TOWN COMPREHENSIVE PLAN:

The land to the east and west of the property is within city limits.

This annexation would continue to fill in the irregular city border.

11. CONDITIONS OF ANNEXATION

If applicant is proposing conditions for the annexation, such conditions must be provided in writing as part of this application.

NOTES

Additional exhibits may be required by the Zoning Administrator such as a plot plan or site plan showing existing and if applicable, proposed structures, easements, watercourses, curb cuts and description of the uses of adjacent property that are necessary to describe existing or proposed conditions.

Any desire to amend or withdraw this petition must be submitted in writing to the Zoning Administrator. Also, if ownership of any part of or all of the real property subject to the petition shall change during the pendency of the petition, the Petitioner shall immediately notify the Zoning Administrator in writing.

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 the City of Charles Town Annexation Policy and relevant provisions of the Charles Town Zoning and Subdivision/Land Development Ordinances outlining applicable procedures.

Signature of Applicant _____ Date 5/12/25

Signature of Owner(s) (If different than Applicant)

_____ Date _____

Please submit an original completed application to the following:

| At City Hall: | Or | Via Mail: |
|---|---|---|
| Zoning Administrator<br>City of Charles Town<br>101 E. Washington Street<br>Charles Town, WV 25414 | | Zoning Administrator<br>City of Charles Town<br>PO BOX 14<br>Charles Town, WV 25414 |

***FOR CITY USE ONLY***

Application Number:_____ Date Petition Received:_____

Fee: $_____ Check No._____ Receipt No._____

City Council Approval:_____ Date:_____

Comments:_____

_____

_____

_____

_____

# Jefferson County West Virginia

## Tax Map Viewer

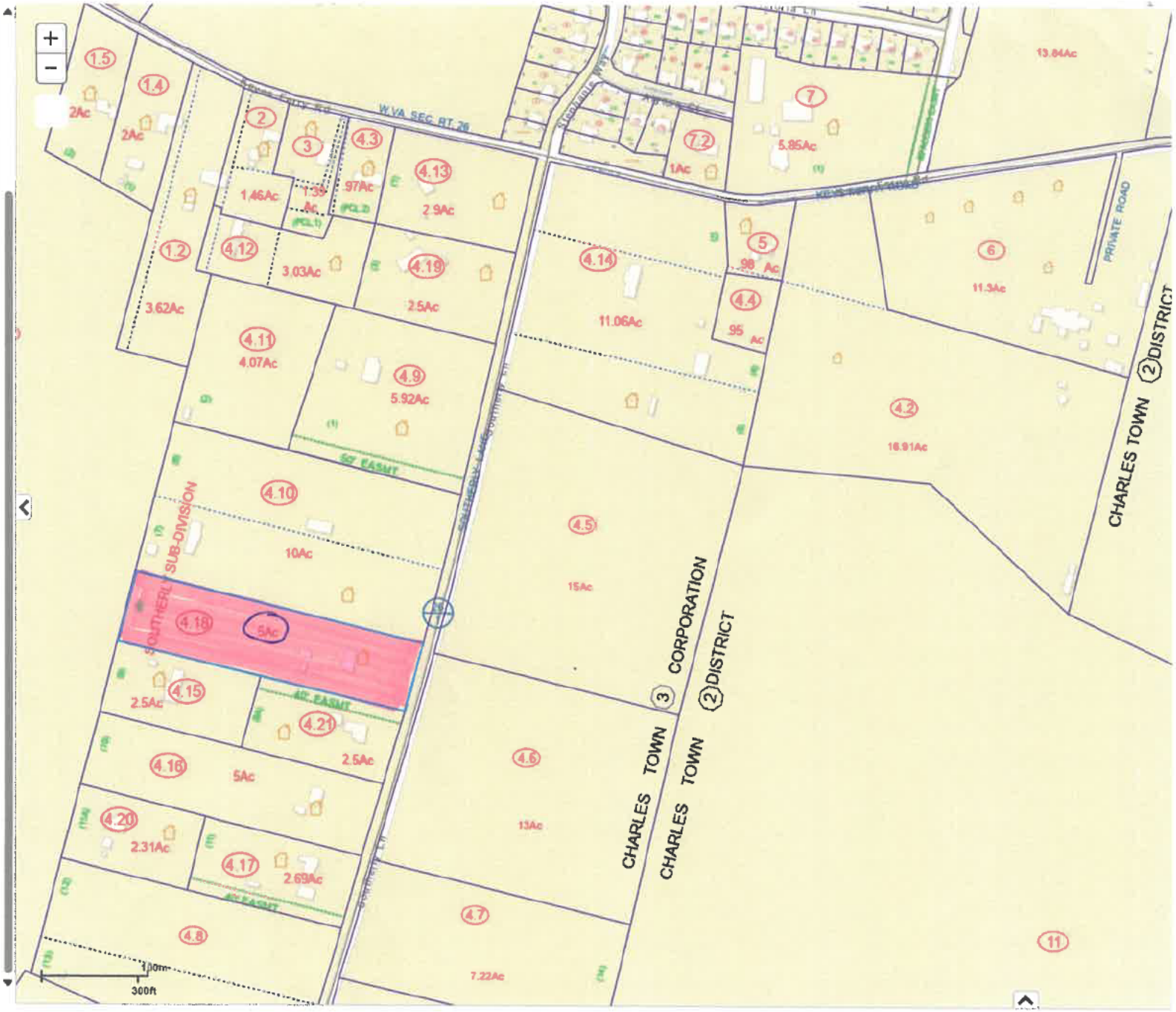
▸ Directions

▾ Identify

1 features currently selected

**Tax Year:** 2025
**Parcel:** 02 9000400180000
**Deeded Owner:** WALLACE PATRICK H & CHRISTINA M SMITH

**Parcel ID:** 02 9000400180000
**Tax Year:** 2025
**Deeded Owner:** WALLACE PATRICK H & CHRISTINA M SMITH
**C/O:**
**Owner Address:** 330 SOUTHERLY LN
**City:** CHARLES TOWN
**State:** WV
**Zip:** 25414
**Deed Book/Page:** 1177/594
**Description:** LT #8 (5 A) SOUTHERLY
**Year Built:** 1979
**# Stories:** 1
**Square Foot Living Area:** 1820
**# Rooms:** 5
**# Bedrooms:** 3
**# Full Baths:** 1
**# Half Baths:** 1
**Heat Type:** Central with A/C
**Fuel Type:** Electric
**Heat System:** Electric
**Land Appraised (100%):** 201200
**Building Appraised (100%):** 190500
**Total Appraised (100%):** 391700
**Last Sale Date:** 25-JUL-2016
**Last Sale Amount:** 290500
**Legal Area:** 0
**Calculated Parcel Area (SF):** 209398
**County Tax Infomation:** County Tax Info
**Map Card Viewer:** Map Card
**Plat:** Plat
**State Info:** State Info
**State Assessment Info:** State Assessment Info



**BEFORE THE TOWN COUNCIL OF THE MUNICIPALITY OF CHARLES TOWN**

| | | |
|---|---|---|
| **IN RE:** | ) | **PETITION FOR ANNEXATION OF** |
| | ) | **CHRISTINA SMITH AND PATRICK WALLACE** |

Your Petitioners would respectfully say unto the Honorable Mayor and the Members of the Town Council of Charles Town, as follows:

-1-

This Petition for Annexation is brought before the Mayor and Council pursuant to §8-6-4 of the West Virginia Code.

-2-

The Petitioners, Christina M. Smith and Patrick H. Wallace, are qualified voters and the sole freeholders of certain lands located in Jefferson County, West Virginia, situate in the vicinity of the corporate limits of the City of Charles Town, and in the planned urban growth area thereof, which lands are described as that certain parcel of real estate in the Charles Town District comprised of Tax Map 9, Parcel 4.18 as the same **is** more particularly shown and described on Exhibit "A" hereto attached and incorporated herein.

-3-

**WHEREFORE,** your Petitioners request the following:

a) If satisfied that the Petition is sufficient in every respect, that the Town Council enter that fact into its journal and forward a certificate to that effect to the Jefferson County Commission.

b) That the Town Council provide, by ordinance, according to law, for the annexation of the additional territory.

c) That the Town Council perform all acts required of it under §8-6-4 of the West Virginia Code in connection with this proposed annexation.

Christina M Smith

Patrick H Wallace

**STATE OF WEST VIRGINIA**

**COUNTY OF JEFFERSON, to-wit:**

**Christina M Smith and Patrick H Wallace, Petitioners** named in the foregoing Petition for Annexation, being duly sworn, says that the facts and allegations contained therein are true, except so far as they are therein stated to be on information, and that so far as they are therein stated to be upon information, they believe them to be true.

**Christina M Smith**

**Patrick H Wallace**

Taken, subscribed and sworn to before me, the undersigned Notary Public, this 16th day of September , 2025, by **Christina M Smith and Patrick H Wallace.**

OFFICIAL SEAL
Notary Public, State of West Virginia
KELLI R COOPER
29 Keyes Ferry Road
Charles Town, WV 25414
My Commission Expires Aug. 22, 2028

**Notary Public**

My commission expires: Aug. 22 2028




TABLE

| | | |
|---|---|---|
| 1 | N20° 26' 53" E | 199.68' |
| 2 | S69° 13' 05" E | 138.70' |
| 3 | N20° 46' 55" E | 98.37' |
| 4 | S75° 02' 45" E | 133.97' |
| 5 | S01° 04' 07" E | 183.08' |
| 6 | S17° 11' 30" W | 249.90' |

TOTAL ACREAGE 67.751




| CURVE | ARC | DELTA | CHORD | CHORD BRG | TANG | R |
|---|---|---|---|---|---|---|
| C-1 | 41.89' | 060-00-00 | 40.00' | S50° 07' 54" W | 23.09' | 40.00' |
| C-2 | " | " | " | S50° 07' 54" W | " | " |

TABLE FOR INSET




SCALE 1" = 1 MILE LOCATION MAP

NOTES:

THERE ARE NO POINTS OF HISTORIC INTEREST WITHIN A ONE MILE RADIUS OF SOUTHERLY

ALL CORNERS MARKED BY 5/8" X 18" REBAR

RIGHT OF WAY 40' WIDTH CARTWAY 16' WIDTH

SURVEY ACCURACY EXCEEDS 1:10,000 ON ALL LOTS, BLOCK, AND TRACT CLOSURES

171

January 21st 1975
Plat (Southerly)
December 23rd 1974
F. E. Roughton

○ FENCE POST
● IRON POST
□ PIPE
———X———X——— FENCE
■ CONCRETE MONUMENT

To John E. Ott
Recorded in Book No. 3
Page 56
Plats

LEGEND

171

January 21st 1975
Plat
December 23, 1974
Southerly

To John E. Ott

Recorded in Book No. 3
Page 56
Plats

Approved
1/14/75
Robert L. Burdett

FINAL
PLAT SHOWING 23 DEC 1974

# SOUTHERLY

CHARLES TOWN DIST. JEFFERSON CO.

WEST VIRGINIA

DEVELOPER: F.E. ROUGHTON
P.O. BOX 107
CHARLES TOWN WEST VIRGINIA 25414

CHARLES R. ATHERTON REGISTERED No. 4359 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

200' 100' 0' 200' 400' 600'
SCALE 1" = 200'

CHARLES R. ATHERTON
SURVEYORS PLANNERS ENGINEERS
SHEPHERDSTOWN WEST VIRGINIA
304-876-6385 25443

**CHRISTINA M SMITH AND PATRICK H WALLACE**
**METES AND BOUNDS DESCRIPTION**
**330 SOUTHERLY LANE, CHARLES TOWN WV 25414**
**DEED BOOK 1177, PAGE 594**
**(TM) 9-4-18**

Beginning at an iron rebar set, the northeasterly corner to the land of Michael and Paula Rolls as recorded at deed book 925, page 29 among the land records of Jefferson County, WV, said point being the southeastern corner to the subject parcel;

Thence, with the land of Rolls, N 72°48'30" E, a distance of 928.85' to a point along the easterly line of Stanley Martin Homes LLC as recorded at deed book 1306, page 427, corner to the lands of Frederick and Patricia Rolls as recorded at deed Book 489 and Page 43;

Thence, with the land of Stanley Martin Homes LLC, N 18°24'08" E a distance of 233.67' to a corner point on the southerly line of Michael Atkins as recorded in deed book 1367 and page 386;

Thence, with the land of Atkins, S 72°52'52" a distance of 934.76' to a iron rebar set at the westerly right of way line of a 40' public street known as Southerly Lane;

Thence, with the westerly line of Southerly Lane, S 19°17'49"W a distance of 211.35' to an iron rebar set, being the northeasterly corner to the land of said Michael and Paula Rolls; the point of beginning, having an area of 5.000 acres as shown on the plat titled "Final Plat Showing Southerly" as recorded at deed book 3, page 56 among the land records of Jefferson County, WV.

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2142: Greenway Engineering Proposals for Watersheds

**ATTACHMENTS:**

- 7037.07P2 Proposal Watershed #1 110626-GE Signed.pdf
- 7037.07P2 Proposal Watershed #2 110626-GE Signed.pdf
- 7037.07P2 Proposal Watershed #4 110626-GE Signed.pdf
- 7037.07P2 Proposal Watershed #5 110626-GE Signed.pdf
- 7037.07P2 Proposal Watershed #6 110626-GE Signed.pdf
- 7037.07P2 Proposal Watershed #7 110626-GE Signed.pdf
- 7037.07P2 Proposal Watershed #8 110626-GE Signed.pdf
- 7037.07P2 Proposal Watershed #9 110626-GE Signed.pdf
- 7037.07P2 Proposal Watershed #10 110626-GE Signed.pdf

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 1, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #1 which consists of approximately 125 acres and primarily encompasses the following streets: Liberty, Washington, Congress, Geroge, Lawrence Streets and Augustine Ave. Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 1

**Item 1.2A Full Inventory (**Watershed **1,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of siltation removal and includes up to 1 day of storm sewer camera work utilizing a 200' pipe camera as feasible.

FEE: $34,800
Lump Sum
**Item 1.2A**

**Item 1.2B Final Hydrological and Hydraulic Analyses**

Final analysis of the inventoried system will be performed including inlet capacity checks, hydraulic grade line modeling, and flow/volume approximation. The analysis will also be performed for future

conditions based on the comprehensive plan. The analyses will utilize SCS TR-55, SCS TR-20, and Rational analyses as determined relevant or appropriate. The 500yr, 100yr, 10yr, 2yr, and 1" water quality flows and volumes will be analyzed.

FEE: $58,000
Lump Sum
**Item 1.2B**

**Item 1.2C Priority List**

Greenway will refine the list of all capacity/flooding concerns within the watershed. Greenway will confer with the city on issues identified and assist with prioritizing each capacity/flooding concern by providing input on the severity of each identified issue based on the final analysis completed with **Item 1.2B**. If the City desires public outreach and input to be incorporated in the prioritization of the list Greenway can assist as requested under **Item 3.A**. The scope of this task includes 2 meetings with city officials and time to refine a formatted priority list with descriptions of the issues and their suspected impacts.

FEE: $9,400
Lump Sum
**Item 1.2C**

## *Deliverables for Part 2*

1. Detailed map of Watershed 1 and associated stormwater infrastructure and conveyance systems. This will be incorporated into the documentation provided during Part 1.
2. Plan and profile views of existing infrastructure, conveyance systems including modeled hydraulic grade lines, and water surface elevations as appropriate within Watershed 1.
3. List of potential capacity and flooding concerns prioritized through coordination with the City.
4. Updated ESRI GIS Shapefiles of Watershed 1 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 1

**Item 1.3A Concept Development**

Greenway will develop 2 conceptual solutions for the Watershed 1 drainage issues. The first concept will outline a comprehensive solution that will address all issues identified within the watershed in the Part 1 report. The second concept will address the highest priority issues while seeking to minimize needed easements and construction costs. The concepts will be reviewed with City officials, and Greenway will provide technical input to assist the city with concept selection. This will include outlining the potential easements needed, if any, so that easement acquisition can be included in feasibility discussions. Should additional concepts be desired they will be processed under the additional fee noted below.

FEE: $45,500, Lump Sum
FEE: $15,500, Each Additional Concept, Lump Sum
**Item 1.3A**

**Item 1.3B Schematic Design**

Greenway will develop a schematic design based on the selected concept from **Item 1.3A**. The schematic will depict expected pipe sizes and lengths, storm sewer structures, surface improvements, and expected easements needed to complete construction. As boundary survey will not have been completed at the time of schematic design, the easements will be approximated based on available data including GIS and subject to refinement after completion of a boundary survey. Updates to the schematic design based on city requests will be billed hourly under **Item 3.A**. The fee listed is for one schematic design based on one concept. Should the city desire to develop additional concepts into schematic design the cost for each schematic design will incur an additional fee at the original cost.

FEE: $25,000
Lump Sum
**Item 1.3B**

**Item 1.3C Construction Cost Estimate**

Greenway will utilize available data from previous projects and bids to develop a construction cost estimate. A 33% contingency will be included in all estimates to assist with minimizing cost overruns and pricing increases over the future years on future selected projects. Due to the uncertainty of final contractor pricing Greenway cannot guarantee the accuracy of estimates. Timing of projects and market conditions at the time of individual bids play significant roles on final project cost. The fee listed is per cost estimate and additional cost estimates will incur an additional fee.

FEE: $6,750
Lump Sum
**Item 1.3C**

## Deliverables for Part 3

1. Concept plans for resolution of drainage concerns.
2. Schematic design following approval of concept.
3. Cost estimate based on schematic design.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules

**Item 3B**

## ***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

## ***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

Payment is due 30 days from the invoice date unless prior written arrangements have been made. Account balances past 30 days of invoice date are considered "delinquent accounts" and are subject to interest accruing on the past due amounts at a rate of 18% per annum from the date(s) such balance(s) is/are 30 days past due. Should default of any or all payments occur related to the agreed services in this proposal and the account is referred to "collections," it will then be your obligation to pay all collection costs, including, but not limited to, court costs, reasonable attorney's fees equal to 100% of the balance due, lien fees, and collection company fees, accrued interest and any other costs incurred for the collection of this debt.

If you have received an invoice indicating completion of a task item identified in the scope of work herein but have not received the deliverable(s) associated with said task item, you are obligated to contact us to confirm completion status and request receipt of the deliverable(s). You must make such contact within 30 days of receiving the invoice indicating task item completion. We will provide the completed deliverable(s) in the format specified in the task item description or, if not specified, in a mutually agreed upon format.

Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | |
|---|---|
| 6 Nov 2026 | 06Nov2026 |
| Randy L. Kepler, PE — Date | Zach Judy, PE, CFM — Date |
| Director of Engineering | Project Manager |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

# HOURLY RATE SCHEDULE 2026

| | |
|---|---|
| **ENGINEERING** | |
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 2, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #2 which consists of approximately 63 acres and primarily encompasses the following streets: Charles, George, Samuel, Hunter and Mordington Streets. Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 2

**Item 2.2A Full Inventory (**Watershed **2,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of camera and/or siltation removal.

FEE: $9,000
Lump Sum
**Item 2.2A**

**Item 2.2B Final Hydrological and Hydraulic Analyses**

Final analysis of the inventoried system will be performed including inlet capacity checks, hydraulic grade line modeling, and flow/volume approximation. The analysis will also be performed for future conditions based on the comprehensive plan. The analyses will utilize SCS TR-55, SCS TR-20, and

Rational analyses as determined relevant or appropriate. The 500yr, 100yr, 10yr, 2yr, and 1" water quality flows and volumes will be analyzed.

FEE: $16,000
Lump Sum
**Item 2.2B**

**Item 2.2C Priority List**

Greenway will refine the list of all capacity/flooding concerns within the watershed. Greenway will confer with the city on issues identified and assist with prioritizing each capacity/flooding concern by providing input on the severity of each identified issue based on the final analysis completed with **Item 2.2B**. If the City desires public outreach and input to be incorporated in the prioritization of the list Greenway can assist as requested under **Item 3.A**. The scope of this task includes 2 meetings with city officials and time to refine a formatted priority list with descriptions of the issues and their suspected impacts.

FEE: $5,000
Lump Sum
**Item 2.2C**

## *Deliverables for Part 2*

1. Detailed map of Watershed 2 and associated stormwater infrastructure and conveyance systems. This will be incorporated into the documentation provided during Part 1.
2. Plan and profile views of existing infrastructure, conveyance systems including modeled hydraulic grade lines, and water surface elevations as appropriate within Watershed 2.
3. List of potential capacity and flooding concerns prioritized through coordination with the City.
4. Updated ESRI GIS Shapefiles of Watershed 2 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 2

**Item 2.3A Concept Development**

Greenway will develop 2 conceptual solutions for the Watershed 2 drainage issues. The first concept will outline a comprehensive solution that will address all issues identified within the watershed in the Part 1 report. The second concept will address the highest priority issues while seeking to minimize needed easements and construction costs. The concepts will be reviewed with City officials, and Greenway will provide technical input to assist the city with concept selection. This will include outlining the potential easements needed, if any, so that easement acquisition can be included in feasibility discussions. Should additional concepts be desired they will be processed under the additional fee noted below.

FEE: $11,000, Lump Sum
FEE: $5,225, Each Additional Concept, Lump Sum
**Item 2.3A**

**Item 2.3B Schematic Design**

Greenway will develop a schematic design based on the selected concept from **Item 2.3A**. The schematic will depict expected pipe sizes and lengths, storm sewer structures, surface improvements, and expected easements needed to complete construction. As boundary survey will not have been completed at the time of schematic design, the easements will be approximated based on available data including GIS and subject to refinement after completion of a boundary survey. Updates to the schematic design based on city requests will be billed hourly under **Item 3.A**. The fee listed is for one schematic design based on one concept. Should the city desire to develop additional concepts into schematic design the cost for each schematic design will incur an additional fee at the original cost.

FEE: $8,500
Lump Sum
**Item 2.3B**

**Item 2.3C Construction Cost Estimate**

Greenway will utilize available data from previous projects and bids to develop a construction cost estimate. A 33% contingency will be included in all estimates to assist with minimizing cost overruns and pricing increases over the future years on future selected projects. Due to the uncertainty of final contractor pricing Greenway cannot guarantee the accuracy of estimates. Timing of projects and market conditions at the time of individual bids play significant roles on final project cost. The fee listed is per cost estimate and additional cost estimates will incur an additional fee.

FEE: $2,500
Lump Sum
**Item 2.3C**

## Deliverables for Part 3

1. Concept plans for resolution of drainage concerns.
2. Schematic design following approval of concept.
3. Cost estimate based on schematic design.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules

**Item 3B**

***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

Payment is due 30 days from the invoice date unless prior written arrangements have been made. Account balances past 30 days of invoice date are considered "delinquent accounts" and are subject to interest accruing on the past due amounts at a rate of 18% per annum from the date(s) such balance(s) is/are 30 days past due. Should default of any or all payments occur related to the agreed services in this proposal and the account is referred to "collections," it will then be your obligation to pay all collection costs, including, but not limited to, court costs, reasonable attorney's fees equal to 100% of the balance due, lien fees, and collection company fees, accrued interest and any other costs incurred for the collection of this debt.

If you have received an invoice indicating completion of a task item identified in the scope of work herein but have not received the deliverable(s) associated with said task item, you are obligated to contact us to confirm completion status and request receipt of the deliverable(s). You must make such contact within 30 days of receiving the invoice indicating task item completion. We will provide the completed deliverable(s) in the format specified in the task item description or, if not specified, in a mutually agreed upon format.

Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | |
|---|---|
| 6 Nov 2026 | 06Nov2026 |
| Randy L. Kepler, PE — Date | Zach Judy, PE, CFM — Date |
| Director of Engineering | Project Manager |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

# HOURLY RATE SCHEDULE 2026

| | |
|---|---|
| **ENGINEERING** | |
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 4, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #4 which consists of approximately 23 acres and primarily encompasses the following streets: Spring Dale Drive, Vista Court, and Mordington Street. Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 4

**Item 4.2A Full Inventory (**Watershed **4,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of camera and/or siltation removal.

FEE: $5,760
Lump Sum
**Item 4.2A**

**Item 4.2B Final Hydrological and Hydraulic Analyses**

Final analysis of the inventoried system will be performed including inlet capacity checks, hydraulic grade line modeling, and flow/volume approximation. The analysis will also be performed for future conditions based on the comprehensive plan. The analyses will utilize SCS TR-55, SCS TR-20, and

Rational analyses as determined relevant or appropriate. The 500yr, 100yr, 10yr, 2yr, and 1" water quality flows and volumes will be analyzed.

FEE: $9,000
Lump Sum
**Item 4.2B**

**Item 4.2C Priority List**

Greenway will refine the list of all capacity/flooding concerns within the watershed. Greenway will confer with the city on issues identified and assist with prioritizing each capacity/flooding concern by providing input on the severity of each identified issue based on the final analysis completed with **Item 4.2B**. If the City desires public outreach and input to be incorporated in the prioritization of the list Greenway can assist as requested under **Item 3.A**. The scope of this task includes 2 meetings with city officials and time to refine a formatted priority list with descriptions of the issues and their suspected impacts.

FEE: $3,000
Lump Sum
**Item 4.2C**

## *Deliverables for Part 2*

1. Detailed map of Watershed 4 and associated stormwater infrastructure and conveyance systems. This will be incorporated into the documentation provided during Part 1.
2. Plan and profile views of existing infrastructure, conveyance systems including modeled hydraulic grade lines, and water surface elevations as appropriate within Watershed 4.
3. List of potential capacity and flooding concerns prioritized through coordination with the City.
4. Updated ESRI GIS Shapefiles of Watershed 4 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 4

**Item 4.3A Concept Development**

Greenway will develop 2 conceptual solutions for the Watershed 4 drainage issues. The first concept will outline a comprehensive solution that will address all issues identified within the watershed in the Part 1 report. The second concept will address the highest priority issues while seeking to minimize needed easements and construction costs. The concepts will be reviewed with City officials, and Greenway will provide technical input to assist the city with concept selection. This will include outlining the potential easements needed, if any, so that easement acquisition can be included in feasibility discussions. Should additional concepts be desired they will be processed under the additional fee noted below.

FEE: $6,100, Lump Sum
FEE: $2,900, Each Additional Concept, Lump Sum
**Item 4.3A**

**Item 4.3B Schematic Design**

Greenway will develop a schematic design based on the selected concept from **Item 4.3A**. The schematic will depict expected pipe sizes and lengths, storm sewer structures, surface improvements, and expected easements needed to complete construction. As boundary survey will not have been completed at the time of schematic design, the easements will be approximated based on available data including GIS and subject to refinement after completion of a boundary survey. Updates to the schematic design based on city requests will be billed hourly under **Item 3.A**. The fee listed is for one schematic design based on one concept. Should the city desire to develop additional concepts into schematic design the cost for each schematic design will incur an additional fee at the original cost.

FEE: $3,500
Lump Sum
**Item 4.3B**

**Item 4.3C Construction Cost Estimate**

Greenway will utilize available data from previous projects and bids to develop a construction cost estimate. A 33% contingency will be included in all estimates to assist with minimizing cost overruns and pricing increases over the future years on future selected projects. Due to the uncertainty of final contractor pricing Greenway cannot guarantee the accuracy of estimates. Timing of projects and market conditions at the time of individual bids play significant roles on final project cost. The fee listed is per cost estimate and additional cost estimates will incur an additional fee.

FEE: $1,500
Lump Sum
**Item 4.3C**

## Deliverables for Part 3

1. Concept plans for resolution of drainage concerns.
2. Schematic design following approval of concept.
3. Cost estimate based on schematic design.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules

**Item 3B**

***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

Payment is due 30 days from the invoice date unless prior written arrangements have been made. Account balances past 30 days of invoice date are considered "delinquent accounts" and are subject to interest accruing on the past due amounts at a rate of 18% per annum from the date(s) such balance(s) is/are 30 days past due. Should default of any or all payments occur related to the agreed services in this proposal and the account is referred to "collections," it will then be your obligation to pay all collection costs, including, but not limited to, court costs, reasonable attorney's fees equal to 100% of the balance due, lien fees, and collection company fees, accrued interest and any other costs incurred for the collection of this debt.

If you have received an invoice indicating completion of a task item identified in the scope of work herein but have not received the deliverable(s) associated with said task item, you are obligated to contact us to confirm completion status and request receipt of the deliverable(s). You must make such contact within 30 days of receiving the invoice indicating task item completion. We will provide the completed deliverable(s) in the format specified in the task item description or, if not specified, in a mutually agreed upon format.

Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | |
|---|---|
| 6 Nov 2026 | 06Nov2026 |
| Randy L. Kepler, PE — Date | Zach Judy, PE, CFM — Date |
| Director of Engineering | Project Manager |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

# HOURLY RATE SCHEDULE 2026

| ENGINEERING | |
|---|---|
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 5, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #5 which consists of approximately 65 acres and primarily encompasses the following streets: Augustine Ave, Moore Ct , Perry Drive, Shutt Ct and Craighill Drive. Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 5

**Item 5.2A Full Inventory (**Watershed **5,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of camera and/or siltation removal. Fee includes updating the ESRI GIS Shapefiles and inventory exhibits previously provided in Part 1 of the study.

FEE: $11,500
Lump Sum
**Item 5.2A**

**Item 5.2B Final Hydrological and Hydraulic Analyses**

As Watershed 5 has no identified issues and identified infrastructure is primarily composed of engineered drainage systems, no scope has been provided for further study of the Watershed.

**Item 5.2C Priority List**

As Watershed 5 has no identified issues and identified infrastructure is primarily composed of previously engineered drainage systems, no scope has been provided for further study of the watershed.

### *Deliverables for Part 2*

1. Updates/refinements to previously provided inventory exhibits as needed based on field survey data.
2. Updated ESRI GIS Shapefiles of Watershed 5 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 5

As Watershed 5 has no identified issues and identified infrastructure is primarily composed of previously engineered drainage systems, no scope has been provided for further study of the watershed.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules
**Item 3B**

***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

Payment is due 30 days from the invoice date unless prior written arrangements have been made. Account balances past 30 days of invoice date are considered "delinquent accounts" and are subject to interest accruing on the past due amounts at a rate of 18% per annum from the date(s) such balance(s) is/are 30 days past due. Should default of any or all payments occur related to the agreed services in this proposal and the account is referred to "collections," it will then be your obligation to pay all collection costs, including, but not limited to, court costs, reasonable attorney's fees equal to 100% of the balance due, lien fees, and collection company fees, accrued interest and any other costs incurred for the collection of this debt.

If you have received an invoice indicating completion of a task item identified in the scope of work herein but have not received the deliverable(s) associated with said task item, you are obligated to contact us to confirm completion status and request receipt of the deliverable(s). You must make such contact within 30 days of receiving the invoice indicating task item completion. We will provide the completed deliverable(s) in the format specified in the task item description or, if not specified, in a mutually agreed upon format.

Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | | | |
|---|---|---|---|
| 6 Nov 2026 | | 06Nov2026 | |
| Randy L. Kepler, PE | Date | Zach Judy, PE, CFM | Date |
| Director of Engineering | | Project Manager | |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

FND 1971

# HOURLY RATE SCHEDULE 2026

| | |
|---|---|
| **ENGINEERING** | |
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 6, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #6 which consists of approximately 63 acres and primarily encompasses the following streets: Martin Luther King Jr. Blvd, Washington St, Liberty St, Higgs Blvd, Park St. and Eagle Avenues. Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 6

**Item 6.2A Full Inventory (**Watershed **6,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of camera and/or siltation removal.

FEE: $7,250
Lump Sum
**Item 6.2A**

**Item 6.2B Final Hydrological and Hydraulic Analyses**

Final analysis of the inventoried system will be performed including inlet capacity checks, hydraulic grade line modeling, and flow/volume approximation. The analysis will also be performed for future

conditions based on the comprehensive plan. The analyses will utilize SCS TR-55, SCS TR-20, and Rational analyses as determined relevant or appropriate. The 500yr, 100yr, 10yr, 2yr, and 1" water quality flows and volumes will be analyzed.

FEE: $12,500
Lump Sum
**Item 6.2B**

**Item 6.2C Priority List**

Greenway will refine the list of all capacity/flooding concerns within the watershed. Greenway will confer with the city on issues identified and assist with prioritizing each capacity/flooding concern by providing input on the severity of each identified issue based on the final analysis completed with **Item 6.2B**. If the City desires public outreach and input to be incorporated in the prioritization of the list Greenway can assist as requested under **Item 3.A**. The scope of this task includes 2 meetings with city officials and time to refine a formatted priority list with descriptions of the issues and their suspected impacts.

FEE: $4,000
Lump Sum
**Item 6.2C**

## *Deliverables for Part 2*

1. Detailed map of Watershed 6 and associated stormwater infrastructure and conveyance systems. This will be incorporated into the documentation provided during Part 1.
2. Plan and profile views of existing infrastructure, conveyance systems including modeled hydraulic grade lines, and water surface elevations as appropriate within Watershed 6.
3. List of potential capacity and flooding concerns prioritized through coordination with the City.
4. Updated ESRI GIS Shapefiles of Watershed 6 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 6

**Item 6.3A Concept Development**

Greenway will develop 2 conceptual solutions for the Watershed 6 drainage issues. The first concept will outline a comprehensive solution that will address all issues identified within the watershed in the Part 1 report. The second concept will address the highest priority issues while seeking to minimize needed easements and construction costs. The concepts will be reviewed with City officials, and Greenway will provide technical input to assist the city with concept selection. This will include outlining the potential easements needed, if any, so that easement acquisition can be included in feasibility discussions. Should additional concepts be desired they will be processed under the additional fee noted below.

FEE: $19,000, Lump Sum
FEE: $7,500, Each Additional Concept, Lump Sum
**Item 6.3A**

**Item 6.3B Schematic Design**

Greenway will develop a schematic design based on the selected concept from **Item 6.3A**. The schematic will depict expected pipe sizes and lengths, storm sewer structures, surface improvements, and expected easements needed to complete construction. As boundary survey will not have been completed at the time of schematic design, the easements will be approximated based on available data including GIS and subject to refinement after completion of a boundary survey. Updates to the schematic design based on city requests will be billed hourly under **Item 3.A**. The fee listed is for one schematic design based on one concept. Should the city desire to develop additional concepts into schematic design the cost for each schematic design will incur an additional fee at the original cost.

FEE: $13,500
Lump Sum
**Item 6.3B**

**Item 6.3C Construction Cost Estimate**

Greenway will utilize available data from previous projects and bids to develop a construction cost estimate. A 33% contingency will be included in all estimates to assist with minimizing cost overruns and pricing increases over the future years on future selected projects. Due to the uncertainty of final contractor pricing Greenway cannot guarantee the accuracy of estimates. Timing of projects and market conditions at the time of individual bids play significant roles on final project cost. The fee listed is per cost estimate and additional cost estimates will incur an additional fee.

FEE: $3,500
Lump Sum
**Item 6.3C**

## Deliverables for Part 3

1. Concept plans for resolution of drainage concerns.
2. Schematic design following approval of concept.
3. Cost estimate based on schematic design.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules

**Item 3B**

***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

Payment is due 30 days from the invoice date unless prior written arrangements have been made. Account balances past 30 days of invoice date are considered "delinquent accounts" and are subject to interest accruing on the past due amounts at a rate of 18% per annum from the date(s) such balance(s) is/are 30 days past due. Should default of any or all payments occur related to the agreed services in this proposal and the account is referred to "collections," it will then be your obligation to pay all collection costs, including, but not limited to, court costs, reasonable attorney's fees equal to 100% of the balance due, lien fees, and collection company fees, accrued interest and any other costs incurred for the collection of this debt.

If you have received an invoice indicating completion of a task item identified in the scope of work herein but have not received the deliverable(s) associated with said task item, you are obligated to contact us to confirm completion status and request receipt of the deliverable(s). You must make such contact within 30 days of receiving the invoice indicating task item completion. We will provide the completed deliverable(s) in the format specified in the task item description or, if not specified, in a mutually agreed upon format.

Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | |
|---|---|
| 6 Nov 2026 | 06Nov2026 |
| Randy L. Kepler, PE — Date | Zach Judy, PE, CFM — Date |
| Director of Engineering | Project Manager |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

# HOURLY RATE SCHEDULE 2026

| | |
|---|---|
| **ENGINEERING** | |
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 7, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #7 which consists of approximately 51 acres and primarily encompasses the following streets: N. Lawrence, North, W. Liberty, N. Water and W. Washington Streets. . Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 7

**Item 7.2A Full Inventory (**Watershed **7,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of siltation removal and includes up to 4 hours of storm sewer camera work utilizing a 200' pipe camera as feasible.

FEE: $7,250
Lump Sum
**Item 7.2A**

**Item 7.2B Final Hydrological and Hydraulic Analyses**

Final analysis of the inventoried system will be performed including inlet capacity checks, hydraulic grade line modeling, and flow/volume approximation. The analysis will also be performed for future

conditions based on the comprehensive plan. The analyses will utilize SCS TR-55, SCS TR-20, and Rational analyses as determined relevant or appropriate. The 500yr, 100yr, 10yr, 2yr, and 1" water quality flows and volumes will be analyzed.

FEE: $12,500
Lump Sum
**Item 7.2B**

**Item 7.2C Priority List**

Greenway will refine the list of all capacity/flooding concerns within the watershed. Greenway will confer with the city on issues identified and assist with prioritizing each capacity/flooding concern by providing input on the severity of each identified issue based on the final analysis completed with **Item 7.2B**. If the City desires public outreach and input to be incorporated in the prioritization of the list Greenway can assist as requested under **Item 3.A**. The scope of this task includes 2 meetings with city officials and time to refine a formatted priority list with descriptions of the issues and their suspected impacts.

FEE: $4,000
Lump Sum
**Item 7.2C**

## *Deliverables for Part 2*

1. Detailed map of Watershed 7 and associated stormwater infrastructure and conveyance systems. This will be incorporated into the documentation provided during Part 1.
2. Plan and profile views of existing infrastructure, conveyance systems including modeled hydraulic grade lines, and water surface elevations as appropriate within Watershed 7.
3. List of potential capacity and flooding concerns prioritized through coordination with the City.
4. Updated ESRI GIS Shapefiles of Watershed 7 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 7

**Item 7.3A Concept Development**

Greenway will develop 2 conceptual solutions for the Watershed 7 drainage issues. The first concept will outline a comprehensive solution that will address all issues identified within the watershed in the Part 1 report. The second concept will address the highest priority issues while seeking to minimize needed easements and construction costs. The concepts will be reviewed with City officials, and Greenway will provide technical input to assist the city with concept selection. This will include outlining the potential easements needed, if any, so that easement acquisition can be included in feasibility discussions. Should additional concepts be desired they will be processed under the additional fee noted below.

FEE: $15,400, Lump Sum
FEE: $6,150, Each Additional Concept, Lump Sum
**Item 7.3A**

**Item 7.3B Schematic Design**

Greenway will develop a schematic design based on the selected concept from **Item 7.3A**. The schematic will depict expected pipe sizes and lengths, storm sewer structures, surface improvements, and expected easements needed to complete construction. As boundary survey will not have been completed at the time of schematic design, the easements will be approximated based on available data including GIS and subject to refinement after completion of a boundary survey. Updates to the schematic design based on city requests will be billed hourly under **Item 3.A**. The fee listed is for one schematic design based on one concept. Should the city desire to develop additional concepts into schematic design the cost for each schematic design will incur an additional fee at the original cost.

FEE: $12,500
Lump Sum
**Item 7.3B**

**Item 7.3C Construction Cost Estimate**

Greenway will utilize available data from previous projects and bids to develop a construction cost estimate. A 33% contingency will be included in all estimates to assist with minimizing cost overruns and pricing increases over the future years on future selected projects. Due to the uncertainty of final contractor pricing Greenway cannot guarantee the accuracy of estimates. Timing of projects and market conditions at the time of individual bids play significant roles on final project cost. The fee listed is per cost estimate and additional cost estimates will incur an additional fee.

FEE: $3,000
Lump Sum
**Item 7.3C**

## Deliverables for Part 3

1. Concept plans for resolution of individual drainage concern.
2. Schematic design following approval of concept.
3. Cost estimate based on schematic design.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules

**Item 3B**

***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be

provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

Payment is due 30 days from the invoice date unless prior written arrangements have been made. Account balances past 30 days of invoice date are considered "delinquent accounts" and are subject to interest accruing on the past due amounts at a rate of 18% per annum from the date(s) such balance(s) is/are 30 days past due. Should default of any or all payments occur related to the agreed services in this proposal and the account is referred to "collections," it will then be your obligation to pay all collection costs, including, but not limited to, court costs, reasonable attorney's fees equal to 100% of the balance due, lien fees, and collection company fees, accrued interest and any other costs incurred for the collection of this debt.

If you have received an invoice indicating completion of a task item identified in the scope of work herein but have not received the deliverable(s) associated with said task item, you are obligated to contact us to confirm completion status and request receipt of the deliverable(s). You must make such contact within 30 days of receiving the invoice indicating task item completion. We will provide the completed deliverable(s) in the format specified in the task item description or, if not specified, in a mutually agreed upon format.

Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | |
|---|---|
| 6 Nov 2026 | 06Nov2026 |
| Randy L. Kepler, PE — Date | Zach Judy, PE, CFM — Date |
| Director of Engineering | Project Manager |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

FND 1971

# HOURLY RATE SCHEDULE 2026

| | |
|---|---|
| **ENGINEERING** | |
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 8, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #8 which consists of approximately 21 acres and primarily encompasses the following streets: E. 1st Ave, E. North St, Hessy St, and E. Liberty St. Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 8

**Item 8.2A Full Inventory (**Watershed **8,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of siltation removal and includes up to 1 day of storm sewer camera work utilizing a 200' pipe camera as feasible.

FEE: $5,500
Lump Sum
**Item 8.2A**

**Item 8.2B Final Hydrological and Hydraulic Analyses**

Final analysis of the inventoried system will be performed including inlet capacity checks, hydraulic grade line modeling, and flow/volume approximation. The analysis will also be performed for future conditions based on the comprehensive plan. The analyses will utilize SCS TR-55, SCS TR-20, and

Rational analyses as determined relevant or appropriate. The 500yr, 100yr, 10yr, 2yr, and 1" water quality flows and volumes will be analyzed.

FEE: $7,500
Lump Sum
**Item 8.2B**

**Item 8.2C Priority List**

Greenway will refine the list of all capacity/flooding concerns within the watershed. Greenway will confer with the city on issues identified and assist with prioritizing each capacity/flooding concern by providing input on the severity of each identified issue based on the final analysis completed with **Item 8.2B**. If the City desires public outreach and input to be incorporated in the prioritization of the list Greenway can assist as requested under **Item 3.A**. The scope of this task includes 2 meetings with city officials and time to refine a formatted priority list with descriptions of the issues and their suspected impacts.

FEE: $2,750
Lump Sum
**Item 8.2C**

## *Deliverables for Part 2*

1. Detailed map of Watershed 8 and associated stormwater infrastructure and conveyance systems. This will be incorporated into the documentation provided during Part 1.
2. Plan and profile views of existing infrastructure, conveyance systems including modeled hydraulic grade lines, and water surface elevations as appropriate within Watershed 8.
3. List of potential capacity and flooding concerns prioritized through coordination with the City.
4. Updated ESRI GIS Shapefiles of Watershed 8 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 8

**Item 8.3A Concept Development**

Greenway will develop 2 conceptual solutions for the Watershed 8 drainage issues. The first concept will outline a comprehensive solution that will address all issues identified within the watershed in the Part 1 report. The second concept will address the highest priority issues while seeking to minimize needed easements and construction costs. The concepts will be reviewed with City officials, and Greenway will provide technical input to assist the city with concept selection. This will include outlining the potential easements needed, if any, so that easement acquisition can be included in feasibility discussions. Should additional concepts be desired they will be processed under the additional fee noted below.

FEE: $8,750, Lump Sum
FEE: $3,500, Each Additional Concept, Lump Sum
**Item 8.3A**

**Item 8.3B Schematic Design**

Greenway will develop a schematic design based on the selected concept from **Item 8.3A**. The schematic will depict expected pipe sizes and lengths, storm sewer structures, surface improvements, and expected easements needed to complete construction. As boundary survey will not have been completed at the time of schematic design, the easements will be approximated based on available data including GIS and subject to refinement after completion of a boundary survey. Updates to the schematic design based on city requests will be billed hourly under **Item 3.A**. The fee listed is for one schematic design based on one concept. Should the city desire to develop additional concepts into schematic design the cost for each schematic design will incur an additional fee at the original cost.

FEE: $5,600
Lump Sum
**Item 8.3B**

**Item 8.3C Construction Cost Estimate**

Greenway will utilize available data from previous projects and bids to develop a construction cost estimate. A 33% contingency will be included in all estimates to assist with minimizing cost overruns and pricing increases over the future years on future selected projects. Due to the uncertainty of final contractor pricing Greenway cannot guarantee the accuracy of estimates. Timing of projects and market conditions at the time of individual bids play significant roles on final project cost. The fee listed is per cost estimate and additional cost estimates will incur an additional fee.

FEE: $1,500
Lump Sum
**Item 8.3C**

## Deliverables for Part 3

1. Concept plans for resolution of drainage concerns.
2. Schematic design following approval of concept.
3. Cost estimate based on schematic design.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules

**Item 3B**

***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be

provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

Payment is due 30 days from the invoice date unless prior written arrangements have been made. Account balances past 30 days of invoice date are considered "delinquent accounts" and are subject to interest accruing on the past due amounts at a rate of 18% per annum from the date(s) such balance(s) is/are 30 days past due. Should default of any or all payments occur related to the agreed services in this proposal and the account is referred to "collections," it will then be your obligation to pay all collection costs, including, but not limited to, court costs, reasonable attorney's fees equal to 100% of the balance due, lien fees, and collection company fees, accrued interest and any other costs incurred for the collection of this debt.

If you have received an invoice indicating completion of a task item identified in the scope of work herein but have not received the deliverable(s) associated with said task item, you are obligated to contact us to confirm completion status and request receipt of the deliverable(s). You must make such contact within 30 days of receiving the invoice indicating task item completion. We will provide the completed deliverable(s) in the format specified in the task item description or, if not specified, in a mutually agreed upon format.

Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | | | |
|---|---|---|---|
| *6 Nov 2026* | | *06Nov2026* | |
| Randy L. Kepler, PE | Date | Zach Judy, PE, CFM | Date |
| Director of Engineering | | Project Manager | |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

# HOURLY RATE SCHEDULE 2026

| | |
|---|---|
| **ENGINEERING** | |
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 9, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #9 which consists of approximately 42 acres and primarily encompasses Edgehill Cemetery and the following streets: E. Washington, Lincoln Dr, Alla Willa Dr, and Federal Way. Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 9

**Item 9.2A Full Inventory (**Watershed **9,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of camera and/or siltation removal.

FEE: $1,950
Lump Sum
**Item 9.2A**

**Item 9.2B Final Hydrological and Hydraulic Analyses**

Final analysis of the inventoried system will be performed including inlet capacity checks, hydraulic grade line modeling, and flow/volume approximation. The analysis will also be performed for future conditions based on the comprehensive plan. The analyses will utilize SCS TR-55, SCS TR-20, and

Rational analyses as determined relevant or appropriate. The 500yr, 100yr, 10yr, 2yr, and 1" water quality flows and volumes will be analyzed.

FEE: $4,500
Lump Sum
**Item 9.2B**

**Item 9.2C Priority List**

Greenway will refine the list of all capacity/flooding concerns within the watershed. Greenway will confer with the city on issues identified and assist with prioritizing each capacity/flooding concern by providing input on the severity of each identified issue based on the final analysis completed with **Item 9.2B**. If the City desires public outreach and input to be incorporated in the prioritization of the list Greenway can assist as requested under **Item 3.A**. The scope of this task includes 2 meetings with city officials and time to refine a formatted priority list with descriptions of the issues and their suspected impacts.

FEE: $2,750
Lump Sum
**Item 9.2C**

## *Deliverables for Part 2*

1. Detailed map of Watershed 9 and associated stormwater infrastructure and conveyance systems. This will be incorporated into the documentation provided during Part 1.
2. Plan and profile views of existing infrastructure, conveyance systems including modeled hydraulic grade lines, and water surface elevations as appropriate within Watershed 9.
3. List of potential capacity and flooding concerns prioritized through coordination with the City.
4. Updated ESRI GIS Shapefiles of Watershed 9 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 9

**Item 9.3A Concept Development**

Greenway will develop 2 conceptual solutions for the Watershed 9 drainage issues. The first concept will outline a comprehensive solution that will address all issues identified within the watershed in the Part 1 report. The second concept will address the highest priority issues while seeking to minimize needed easements and construction costs. The concepts will be reviewed with City officials, and Greenway will provide technical input to assist the city with concept selection. This will include outlining the potential easements needed, if any, so that easement acquisition can be included in feasibility discussions. Should additional concepts be desired they will be processed under the additional fee noted below.

FEE: $6,500, Lump Sum
FEE: $2,900, Each Additional Concept, Lump Sum
**Item 9.3A**

**Item 9.3B Schematic Design**

Greenway will develop a schematic design based on the selected concept from **Item 9.3A**. The schematic will depict expected pipe sizes and lengths, storm sewer structures, surface improvements, and expected easements needed to complete construction. As boundary survey will not have been completed at the time of schematic design, the easements will be approximated based on available data including GIS and subject to refinement after completion of a boundary survey. Updates to the schematic design based on city requests will be billed hourly under **Item 3.A**. The fee listed is for one schematic design based on one concept. Should the city desire to develop additional concepts into schematic design the cost for each schematic design will incur an additional fee at the original cost.

FEE: $4,950
Lump Sum
**Item 9.3B**

**Item 9.3C Construction Cost Estimate**

Greenway will utilize available data from previous projects and bids to develop a construction cost estimate. A 33% contingency will be included in all estimates to assist with minimizing cost overruns and pricing increases over the future years on future selected projects. Due to the uncertainty of final contractor pricing Greenway cannot guarantee the accuracy of estimates. Timing of projects and market conditions at the time of individual bids play significant roles on final project cost. The fee listed is per cost estimate and additional cost estimates will incur an additional fee.

FEE: $2,750
Lump Sum
**Item 9.3C**

## Deliverables for Part 3

1. Concept plans for resolution of drainage concerns.
2. Schematic design following approval of concept.
3. Cost estimate based on schematic design.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules

**Item 3B**

***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be

provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

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Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | | | |
|---|---|---|---|
| *6 Nov 2026* | | *06Nov2026* | |
| Randy L. Kepler, PE | Date | Zach Judy, PE, CFM | Date |
| Director of Engineering | | Project Manager | |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

FND 1971

# HOURLY RATE SCHEDULE 2026

| | |
|---|---|
| **ENGINEERING** | |
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

GREENWAY ENGINEERING
FND 1971
704 Foxcroft Avenue
Martinsburg, WV 25401

November 6, 2026

Steve Galleher, Operations Director
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

Re: **City of Charles Town – Downtown Stormwater Study**
Drainage Shed 10, Part 2 and 3 – Full Analysis and Inventory, Improvement Analysis
Engineering and Surveying Services Proposal

Dear Mr. Galleher:

Greenway Engineering, Inc. (Greenway) is pleased to offer this proposal to The City of Charles Town (Client) in effort to provide engineering services for Part 2 of the Downtown Stormwater Study (Project) in the City of Charles Town, West Virginia. The project consists of the City of Charles Town's Watershed #10 which consists of approximately 141 acres and encompasses portions of Edgehill Cemetery and the following streets: Morrison, Church, Seminary, Hunter and Brooke Streets and Forrest Ave. Our scope of services is as follows:

## Part 2 – Full Analysis and Inventory - Watershed 10

**Item 10.2A Full Inventory (**Watershed **10,** Part **2A)**

Greenway will complete a full field as-built survey of the storm water infrastructure identified in Part 1 of the study for the watershed. Greenway will coordinate with City maintenance staff to facilitate full access to structures that are not readily accessible by field crews. If the scope of work to gain access to structures/conduits is above capabilities of the City maintenance department, the City will be responsible for contractor procurement and cost. Greenway will help coordinate scope of work and schedule for contractors as needed under **Item 3.A** listed below. As part of the full inventory process, Greenway will note any indicators of sanitary sewer tied to the storm sewer and provide the information to the City, however it will not include a full study of sanitary/storm cross connections. Camera work and/or siltation removal may be required for areas of the storm sewer not accessible or that present significant concern for debris/siltation within the storm sewer pipes. The fee provided is not inclusive of siltation removal and includes up to 2 days of storm sewer camera work utilizing a 200' pipe camera as feasible.

FEE: $12,750
Lump Sum
**Item 10.2A**

**Item 10.2B Final Hydrological and Hydraulic Analyses**

Final analysis of the inventoried system will be performed including inlet capacity checks, hydraulic grade line modeling, and flow/volume approximation. The analysis will also be performed for future

conditions based on the comprehensive plan. The analyses will utilize SCS TR-55, SCS TR-20, and Rational analyses as determined relevant or appropriate. The 500yr, 100yr, 10yr, 2yr, and 1" water quality flows and volumes will be analyzed.

FEE: $22,900
Lump Sum
**Item 10.2B**

**Item 10.2C Priority List**

Greenway will refine the list of all capacity/flooding concerns within the watershed. Greenway will confer with the city on issues identified and assist with prioritizing each capacity/flooding concern by providing input on the severity of each identified issue based on the final analysis completed with **Item 10.2B**. If the City desires public outreach and input to be incorporated in the prioritization of the list Greenway can assist as requested under **Item 3.A**. The scope of this task includes 2 meetings with city officials and time to refine a formatted priority list with descriptions of the issues and their suspected impacts.

FEE: $9,000
Lump Sum
**Item 10.2C**

## *Deliverables for Part 2*

1. Detailed map of Watershed 10 and associated stormwater infrastructure and conveyance systems. This will be incorporated into the documentation provided during Part 1.
2. Plan and profile views of existing infrastructure, conveyance systems including modeled hydraulic grade lines, and water surface elevations as appropriate within Watershed 10.
3. List of potential capacity and flooding concerns prioritized through coordination with the City.
4. Updated ESRI GIS Shapefiles of Watershed 10 outlines and locations of identified drainage infrastructure/ conveyance systems.

## Part 3 – Improvement Analysis - Watershed 10

**Item 10.3A Concept Development**

Greenway will develop 2 conceptual solutions for the Watershed 10 drainage issues. The first concept will outline a comprehensive solution that will address all issues identified within the watershed in the Part 1 report. The second concept will address the highest priority issues while seeking to minimize needed easements and construction costs. The concepts will be reviewed with City officials, and Greenway will provide technical input to assist the city with concept selection. This will include outlining the potential easements needed, if any, so that easement acquisition can be included in feasibility discussions. Should additional concepts be desired they will be processed under the additional fee noted below.

FEE: $27,500, Lump Sum
FEE: $9,250, Each Additional Concept, Lump Sum
**Item 10.3A**

**Item 10.3B Schematic Design**

Greenway will develop a schematic design based on the selected concept from **Item 10.3A**. The schematic will depict expected pipe sizes and lengths, storm sewer structures, surface improvements, and expected easements needed to complete construction. As boundary survey will not have been completed at the time of schematic design, the easements will be approximated based on available data including GIS and subject to refinement after completion of a boundary survey. Updates to the schematic design based on city requests will be billed hourly under **Item 3.A**. The fee listed is for one schematic design based on one concept. Should the city desire to develop additional concepts into schematic design the cost for each schematic design will incur an additional fee at the original cost.

FEE: $16,700
Lump Sum
**Item 10.3B**

**Item 10.3C Construction Cost Estimate**

Greenway will utilize available data from previous projects and bids to develop a construction cost estimate. A 33% contingency will be included in all estimates to assist with minimizing cost overruns and pricing increases over the future years on future selected projects. Due to the uncertainty of final contractor pricing Greenway cannot guarantee the accuracy of estimates. Timing of projects and market conditions at the time of individual bids play significant roles on final project cost. The fee listed is per cost estimate and additional cost estimates will incur an additional fee.

FEE: $4,500
Lump Sum
**Item 10.3C**

## Deliverables for Part 3

1. Concept plans for resolution of drainage concerns.
2. Schematic design following approval of concept.
3. Cost estimate based on schematic design.

## Part 3 A/B – Project Support

**Item 3A Project Coordination, Client Coordination, Meetings**

This item will consist of project coordination of tasks necessary to complete the scope as listed herein, project coordination with the city, team meetings, as necessary throughout the evaluation process. This task will include any coordination with city departments, private dry utility providers, support coordination with city or other subconsultant activities. Time also is included to provide any meeting time for discussions with commissions, committees, council or public as requested by the city. Due to the uncertainties in the amount of work necessary for this we will complete this work hourly. We have provided an estimate to use for budgeting purposes based on anticipated work levels for this stage of the process. Should work approach the estimate and tasks are still remaining for completion, we will coordinate with the City for an addendum to complete the work.

FEE: Hourly, **Item 3A**

**Item 3B Prints, Federal Express, Deliveries, Mailings, Etc.**

Prints, Federal Express charges, deliveries via internal or external courier service, and mailing costs for plans, exhibits, and reports, to include those charged by Greenway's subconsultants, will be billed to you on a time and materials basis in addition to the fees specified in the task items above. Greenway staff time associated with print/compilation development, hand deliveries, and related services will be billed per the current Hourly Rate Schedule in addition to the cost of prints/compilations as specified per the current Reimbursable Rate Schedule. If the Client has an account established with a local printing and/or courier company, Greenway can coordinate print/compilation development and/or deliveries with that company, who will bill you directly for associated costs.

FEE: Per Hourly and Reimbursable Rate Schedules

**Item 3B**

***ADDITIONS/REVISIONS/EXCLUSIONS***

The fees listed above are in effect from the date on this proposal until 60 days thereafter. If the proposal has not been executed within the 60 days, Greenway has the right to reevaluate scope and associated fees and present the Client with an updated proposal. Upon contract ratification, a percentage increase in fees may be applied for contract durations over 12 months.

Greenway also reserves the right to obtain an adjustment in the fee due to changes in the scope of services not provided for herein and outside our control and beyond our view. Our proposal is predicated on the exhibits and information presented to us and the applicable ordinances and regulations in effect and as interpreted by agency staff as of the date of this proposal. Any modifications to the scope of the project which require Greenway to perform additional work will be billed on an hourly basis or a lump sum fee, as agreed upon by the Client.

Any other work not specifically stated herein is excluded from the scope of this proposal. Additionally, all application fees required for submittal or processing any Items identified in this proposal will be the responsibility of the Client.

We understand that in the preparation of this scope of services, we will have assistance (if necessary) from the Client(s)/developer's consultants, i.e., architect, mechanical engineer, electrical engineer, structural engineer, soils or geotechnical engineer, soils testing laboratory, underground utility location specialist, and an attorney if necessary. Greenway shall be held harmless from errors or omissions by these consultants.

***CANCELLATION***

Greenway Engineering, Inc. (hereinafter Greenway) or the Client may terminate this contract for cause or convenience. However, the party that intends to cancel the contract must do so by giving the other party thirty days (30) notice and must provide their intention to cancel in writing. In the event of contract cancellation, Greenway will be compensated for all reasonable and substantiated costs incurred through close of business on the date of effective date of termination. Greenway will provide the Client with a final invoice within 30 days of the effective date of cancellation. Payment to Greenway must follow ***"Payment/Collections/Interest"*** clause cited within this contract.

***SCHEDULE***

Greenway will complete each step of the design process as quickly as possible but cannot guarantee any completion schedule due to the variability of the process. Data and design directive points need to be

provided to Greenway in a timely manner to ensure a quicker design process. Input from the owner, architect, general contractor and government agencies all affect the timeline. We are currently seeing a three-to-four-month delay on engineering design. We make our best effort to complete these tasks as soon as time is available but make no guarantee on a delivery date.

***PAYMENT/COLLECTIONS/INTEREST***

Payment is due 30 days from the invoice date unless prior written arrangements have been made. Account balances past 30 days of invoice date are considered "delinquent accounts" and are subject to interest accruing on the past due amounts at a rate of 18% per annum from the date(s) such balance(s) is/are 30 days past due. Should default of any or all payments occur related to the agreed services in this proposal and the account is referred to "collections," it will then be your obligation to pay all collection costs, including, but not limited to, court costs, reasonable attorney's fees equal to 100% of the balance due, lien fees, and collection company fees, accrued interest and any other costs incurred for the collection of this debt.

If you have received an invoice indicating completion of a task item identified in the scope of work herein but have not received the deliverable(s) associated with said task item, you are obligated to contact us to confirm completion status and request receipt of the deliverable(s). You must make such contact within 30 days of receiving the invoice indicating task item completion. We will provide the completed deliverable(s) in the format specified in the task item description or, if not specified, in a mutually agreed upon format.

Payment should be sent to 151 Windy Hill Lane, Winchester, Virginia 22602.

We reserve the right to stop services and withhold the issuance of documents for delinquent accounts. Services and the issuance of documents will resume when delinquent accounts are made current.

We appreciate the opportunity to submit this proposal. Please contact me should you have any questions or wish to change the scope of services.

Sincerely,
Greenway Engineering, Inc.

| | |
|---|---|
| 6 Nov 2026 | 06Nov2026 |
| Randy L. Kepler, PE — Date | Zach Judy, PE, CFM — Date |
| Director of Engineering | Project Manager |

***Signatures Continue on following page:**

***APPROVAL SIGNATURE***

Signature of representative responsible for payment of services is required for execution of the contract. The scope of services and terms of this proposal are accepted:

_____

Print Authorized Representative Responsible for Payment of Services Name and Title

_____

Signature of Authorized Representative Responsible for Payment of Services Date

**The following information is optional and should be provided if applicable to your company:**

Check below, if any, the documents your company requires for billing purposes.

- ☐ Purchase Order
- ☐ On-site Signed Purchase Order
- ☐ Signed Time Tickets
- ☐ Certification of Insurance
- ☐ W-9
- ☐ Waivers
- ☐ Accounts Payable Registration
- ☐ _____
- ☐ _____
- ☐ _____

Accounts Payable contact and email address for invoice distribution:

Contact: _____

Email Address: _____

GREENWAY ENGINEERING

FND 1971

# HOURLY RATE SCHEDULE 2026

| ENGINEERING | |
|---|---|
| President, Vice President, Principal | $300 - $250 |
| Professional Engineer VII | $215 |
| Professional Engineer VI | $205 |
| Professional Engineer V | $195 |
| Professional Engineer IV | $185 |
| Professional Engineer III | $175 |
| Professional Engineer II | $165 |
| Professional Engineer I | $155 |
| Senior Engineer VII | $205 |
| Senior Engineer VI | $195 |
| Senior Engineer V | $185 |
| Senior Engineer IV | $175 |
| Senior Engineer III | $165 |
| Senior Engineer II | $155 |
| Senior Engineer I | $145 |
| Engineer VIII | $135 |
| Engineer VII | $125 |
| Engineer VI | $115 |
| Engineer V | $105 |
| Engineer IV | $95 |
| Engineer III | $85 |
| Engineer II | $75 |
| Engineer I | $65 |
| **PLANNING** | |
| Senior Planner/Professional Planner V | $205 |
| Senior Planner/Professional Planner IV | $195 |
| Senior Planner/Professional Planner III | $185 |
| Senior Planner/Professional Planner II | $175 |
| Senior Planner/Professional Planner I | $165 |
| Planner VI | $155 |
| Planner V | $145 |
| Planner IV | $135 |
| Planner III | $125 |
| Planner II | $115 |
| Planner I | $105 |
| **ENVIRONMENTAL** | |
| Certified Environmental Scientist V, AOSE | $165 |
| Certified Environmental Scientist IV, AOSE | $155 |
| Certified Environmental Scientist III, AOSE | $145 |
| Certified Environmental Scientist II, AOSE | $135 |
| Certified Environmental Scientist I, AOSE | $125 |
| Environmental Scientist VII | $125 |
| Environmental Scientist VI | $115 |
| Environmental Scientist V | $105 |
| Environmental Scientist IV | $95 |
| Environmental Scientist III | $85 |
| Environmental Scientist II | $75 |
| Environmental Scientist I | $65 |
| **SURVEYING** | |
| Certified Land Surveyor III | $175 |
| Certified Land Surveyor II | $165 |
| Certified Land Surveyor I | $155 |
| Land Surveyor VIII | $145 |
| Land Surveyor VII | $135 |
| Land Surveyor VI | $125 |
| Land Surveyor V | $115 |
| Land Surveyor IV | $105 |
| Land Surveyor III | $95 |
| Land Surveyor II | $85 |
| Land Surveyor I | $75 |

**Expert Witness will be provided at 1.5 times the regular billing rate.**

**The rates appearing in this Schedule are accurate and effective as of January 1,2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

GREENWAY ENGINEERING

# REIMBURSABLE RATE SCHEDULE 2026

| PRINT TYPE | |
|---|---|
| 8 ½ x 11 Black and White | $0.15 |
| 8 ½ x 14 Black and White | $0.20 |
| 11 x 17 Black and White | $0.25 |
| 18 x 24 Black and White | $3.00 |
| 24 x 36 Black and White | $4.00 |
| 30 x 42 Black and White | $5.00 |
| 36 x 48 Black and White | $6.00 |
| 8 ½ x 11 Color | $0.50 |
| 8 ½ x 14 Color | $0.70 |
| 11 x 17 Color | $1.00 |
| 24 x 36 Color | $15.00 |
| 30 x 42 Color | $25.00 |
| 18 x 24 Mylar | $10.00 |
| 24 x 36 Mylar | $15.00 |
| 30 x 42 Mylar | $25.00 |

| COMPILATIONS | |
|---|---|
| Computer Disk | $15.00 |
| USB Flash Drive | $15.00 |
| Spiral Bound Binder | $7.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |
| 3-Hole Binder | $15.00 |
| *This price is strictly for the binder and does not include the price of the individual prints* | |

| COURIER SERVICE | |
|---|---|
| Berkeley & Jefferson County Areas | $25.00 |
| Frederick County & Winchester City Areas | $30.00 |
| Clarke, Warren, Loudoun & Shenandoah County Areas | $35.00 |
| *Overnight and other area deliveries are available and billed on a per usage basis.* | |

**Prints, Federal Express charges, deliveries and mailing costs for plans, exhibits and reports will be billed to you as ordered in addition to any contracted or quoted fees. Large submittals will be sent out to our printing company and will be billed with an additional 15% to you as needed. If you have an account setup with a local printing company, we can have that company bill you directly for these printing costs.**

**All travel costs (mileage, lodging, meals, etc.) are on a per diem basis.**

**Subcontractual services are billed with a 15% markup.**

**The rates appearing in this Schedule are accurate and effective as of January 1, 2026. Service charges are subject to change at any time and upon occurrence, notification will be given at time of new work request from client.**

**If you have any questions or require current rate and fee information on your account(s), please contact our accounting department at (540) 662-4185.**

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2143: Vacant Structure Appeal - 214 W. Congress Street

**ATTACHMENTS:**

- 214 W Congress vacant building appeal.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

## Vacant Buildings Appeal Form

According to Article 1759, "Vacant Building" means any building on a parcel of real property that: Is unoccupied, Is unsecured and occupied by one or more unauthorized persons; or Any unoccupied first floor commercial space in a mixed use building, Is without continuous utility service evidencing actual use of water, sewer, electric, and/or gas service to the building for a period exceeding 30 days for commercial buildings and exceeding ninety 90 days for residential structures; Is a commercial building at which substantially all lawful business operations have ceased for at least ninety (90) days.

**Property Address** 214 W Congress St

Has the structure been vacant for more than 6 months? Yes ☒ No ☐
If no, provide any supporting documentation.

If the structure has not been disconnected from electric and water service for more than 60 days provide electric and water service documentation.

Initial notification date _____

**1759.06 RIGHT OF APPEAL.**

A property owner may challenge any determination made as to the property owner's vacant building or vacant property pursuant to this article by filing an administrative appeal with the City Council on forms to be prescribed by the City. The appeal must be filed within ten (10) days of delivery of notice of the determination challenged and shall describe with particularity all objections thereto. The burden of proof shall be on the property owner to show objective proof of occupancy as defined in this article specifically that the determination was incorrect and contrary to law, in whole or in part. The City Council or its designee shall review the appeal and provide for any necessary hearing, which will be conducted in conformance with the Section 7 of the Waiver Procedures adopted pursuant to this ordinance. The Council shall render a decision on the appeal and notify the property owner within thirty (30) days of the hearing of such decision in writing. During the pendency of the administrative appeal, any time period given to the property owner to take corrective action shall be tolled, and the City shall not take any action to enforce the determination subject of the appeal except to address an emergency condition presenting an imminent danger to the life, health, or safety of the public. The City Manager may prescribe regulations and forms as necessary to implement the provisions of this section. Any property owner whose appeal is denied, in whole or in part, may file an appeal to the Jefferson County Circuit Court within thirty (30) days of the date the decision on the appeal is issued.

I would like to appeal the registration of my property on the Vacant Buildings List to the City Council.

Yes ☒ No ☐

**Owner Name** Nextant LLC Scott Wachtel
**Address** 214 W Congress st
**Phone Number** 304 283 3627

**Signature** _____ **Date** 10/18/26

I am fully rehabilitating this property, and I have been working to complete it as quickly as I can. Along the way I have run into delays outside my control. Mostly related to the state.
The fines are also tied to a conflict I can't resolve. Because the building is being completely gutted, the utilities must be disconnected for safety and code compliance. The fines are being issued for conditions that result directly from that required work. In other words, I'm being penalized for doing the renovation correctly.

P.O. Box 14
101 E. Washington St.
Charles Town, WV 25414

www.charlestownwv.us

# CITY OF CHARLES TOWN

P: 304-725-2311
F: 304-725-1014

## Building Permit

**Issue Date:** 05/20/2025

**Permit #:** 25-374 HLC

**Job Address:** 214 W CONGRESS ST

**Parcel #:** 0035
**Tax Map #:** 0002
**Use of Building:** Commercial - Renovation

**Flood Plain:**
**Fire Zone:** Charles Town
**Use Zone:** Incorporated Town

**Owner:** NEXTENT LLC
Scott Wachtel

**Address:**

**City, State Zip:** Harpers Ferry, WV 25425

**Phone #:**

**Contractor:** BRICKSTREET HOMES LLC
DAVID LEONARD

**Address:** 36 BAKERTON ROAD

**City, State Zip:** HARPERS FERRY, WV 25425

**Phone #:** (304) 725-2052

**Architect/Designer:** N/A

**Engineer:** N/A

**Class of Work:** Commercial

**Valuation:** $320,000.00

**Finished Square Footage:** 2400
**Unfinished Square Footage:** 0
**Construction Type:**
**Occupancy Group/Division:**
**# of Stories:**
**Max Occupancy Load:**
**Dwelling Units:** 4
**Sprinklers Required:** No

| Inspection Sequence |
|---|
| Rough Framing, Mechanical & Plumbing (incl 3rd party elec approval)<br>Insulation (Prior to Wall Coverings)<br>Final (Including 3rd Party Electrical Approval) |

**Describe Work:**
**Removing plaster off of walls to expose framing. Also removing the back addition of off the brick structure.**
**Plan Change to Remodel the existing two (2) unit residential structure into four (4) efficiency apartments and building an addition on the back of the structure to add the two (2) additional units for a total of six (6) apartments.**

This permit conveys no right to occupy any street, alley or sidewalk or any part thereof either temporarily or permanently. Encroachments on public property, not specifically permitted under the building code, must be approved by the jurisdiction. Street or alley grades as well as depth and location of public sewers may be obtained from Charles Town Utilities. The issuance of this permit does not release the applicant from the conditions of any applicable subdivision restrictions.

Approved plans must be retained on the site and this card must remain posted until final inspection. Where a Certificate of Occupancy is required, a building shall not be occupied until final inspection.

**NOTICE:**

**THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN SIX MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF SIX MONTHS AFTER WORK IS COMMENCED. IN ORDER TO ESTABLISH THAT WORK IS CONTINUOS UNDER THIS PERMIT, YOU MUST CALL FOR REGULAR INSPECTIONS. THE FAILURE TO REQUEST AN INSPECTION DURING ANY PERIOD OF 180 DAYS WILL RESULT IN THE EXPIRATION OF THIS BUILDING PERMIT.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

**INSPECTORS MAY MAKE UNSCHEDULED VISITS AT ANY TIME DURING NORMAL BUSINESS HOURS.**

# Permit #: 25-374 HLC


Tyvek
WARNING
November 10, 2026 10:47 AM


November 10, 2026 10:47 AM


November 10, 2026 10:48 AM

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2170: Vacant Structure Appeal - 219 W. Liberty Street

**ATTACHMENTS:**

- Vacant Building Appeal 219 W LIberty 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

## Vacant Buildings Appeal Form

According to Article 1759, "Vacant Building" means any building on a parcel of real property that: Is unoccupied, Is unsecured and occupied by one or more unauthorized persons; or Any unoccupied first floor commercial space in a mixed use building, Is without continuous utility service evidencing actual use of water, sewer, electric, and/or gas service to the building for a period exceeding 30 days for commercial buildings and exceeding ninety 90 days for residential structures; Is a commercial building at which substantially all lawful business operations have ceased for at least ninety (90) days.

**Property Address** 219 W. Liberty Street

Has the structure been vacant for more than 6 months? Yes ☑ No ☐
If no, provide any supporting documentation.

If the structure has not been disconnected from electric and water service for more than 60 days provide electric and water service documentation.

Initial notification date Oct 5, 2026 letter

**1759.06 RIGHT OF APPEAL.**

A property owner may challenge any determination made as to the property owner's vacant building or vacant property pursuant to this article by filing an administrative appeal with the City Council on forms to be prescribed by the City. The appeal must be filed within ten (10) days of delivery of notice of the determination challenged and shall describe with particularity all objections thereto. The burden of proof shall be on the property owner to show objective proof of occupancy as defined in this article specifically that the determination was incorrect and contrary to law, in whole or in part. The City Council or its designee shall review the appeal and provide for any necessary hearing, which will be conducted in conformance with the Section 7 of the Waiver Procedures adopted pursuant to this ordinance. The Council shall render a decision on the appeal and notify the property owner within thirty (30) days of the hearing of such decision in writing. During the pendency of the administrative appeal, any time period given to the property owner to take corrective action shall be tolled, and the City shall not take any action to enforce the determination subject of the appeal except to address an emergency condition presenting an imminent danger to the life, health, or safety of the public. The City Manager may prescribe regulations and forms as necessary to implement the provisions of this section. Any property owner whose appeal is denied, in whole or in part, may file an appeal to the Jefferson County Circuit Court within thirty (30) days of the date the decision on the appeal is issued.

I would like to appeal the registration of my property on the Vacant Buildings List to the City Council.

Yes ☑ No ☐

**Owner Name** Domus Libri Associates LLC / Summer Willes
**Address** 219 W. Liberty St
**Phone Number** 202-270-3090

Summer Willes
**Signature**

10-25-26
**Date**

I would like to appeal the inclusion of 219 W. Liberty Street on the registry. The property is currently under renovation and I am negotiating with a prospective tenant right now and final inspection will likely happen within the next month.

P.O. Box 14
101 E. Washington St.
Charles Town, WV 25414

www.charlestownwv.us

# CITY OF CHARLES TOWN

P: 304-725-2311
F: 304-725-1014

## Building Permit

**Issue Date:** 07/27/2026

**Permit #:** 26-521 HLC

**Job Address:** 219 W LIBERTY ST

**Parcel #:** 0032
**Tax Map #:** 0002
**Use of Building:** Commercial - Renovation

**Flood Plain:**
**Fire Zone:** Charles Town
**Use Zone:** Incorporated Town

**Owner:** DOMUS LIBRI ASSOCIATES LLC
Summer Wilkes

**Address:**

**City, State Zip:** CHARLES TOWN, WV 254143910

**Phone #:**

**Contractor:** JEFFERSON CONSTRUCTION LLC
Sandra Papson

**Address:** 86 SOMERSET BLVD

**City, State Zip:** CHARLES TOWN, WV 25414

**Phone #:** (540) 751-8665

**Architect/Designer:** N/A

**Engineer:** N/A

**Class of Work:** Commercial

**Valuation:** $96,000.00

**Finished Square Footage:** 910
**Unfinished Square Footage:** 384
**Construction Type:**
**Occupancy Group/Division:**
**# of Stories:** 1
**Max Occupancy Load:**
**Dwelling Units:**
**Sprinklers Required:** No

| Inspection Sequence |
| --- |
| Final (Including 3rd Party Electrical Approval) |

**Describe Work:**
**Renovation of vacant building - the Old Sheetz florist building. Demolition of existing HVAC system and grid ceiling system, Installation of new bathroom, Electrical: installation of new fixtures, wiring, but retention of existing panel. Installation of new HVAC system. Patching and repair of roof. New Insulation in ceiling and new grid ceiling system. Drywall and Paint, interior trim. New Flooring.**

This permit conveys no right to occupy any street, alley or sidewalk or any part thereof either temporarily or permanently. Encroachments on public property, not specifically permitted under the building code, must be approved by the jurisdiction. Street or alley grades as well as depth and location of public sewers may be obtained from Charles Town Utilities. The issuance of this permit does not release the applicant from the conditions of any applicable subdivision restrictions.

Approved plans must be retained on the site and this card must remain posted until final inspection. Where a Certificate of Occupancy is required, a building shall not be occupied until final inspection.

**NOTICE:**

**THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN SIX MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF SIX MONTHS AFTER WORK IS COMMENCED. IN ORDER TO ESTABLISH THAT WORK IS CONTINUOS UNDER THIS PERMIT, YOU MUST CALL FOR REGULAR INSPECTIONS. THE FAILURE TO REQUEST AN INSPECTION DURING ANY PERIOD OF 180 DAYS WILL RESULT IN THE EXPIRATION OF THIS BUILDING PERMIT.**

**I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.**

**INSPECTORS MAY MAKE UNSCHEDULED VISITS AT ANY TIME DURING NORMAL BUSINESS HOURS.**

# Permit #: 26-521 HLC


SHEETZ Florist & GREENHOUSES
November 10, 2026 10:44 AM


ETZ Florist & GREENHOUS
219
November 10, 2026 10:44 AM


MATCH POINT
PLUS 3
PLUS 3
November 10, 2026 10:44 AM

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Report
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2144: FY2027 Build Grant Opportunity

**ATTACHMENTS:**

- Full Package Submitted.pdf

Hagerstown/Eastern Panhandle MPO

# WV PANHANDLE REGIONAL CONNECTOR PATH

## Application for U.S. DOT BUILD Planning Grant

February 2026

## Project Description

# Hagerstown-Eastern Panhandle MPO

## *WV Panhandle REC Path Project*

Application for 2026 U.S. DOT BUILD Planning Grant

## Project Description

Transportation, economic development and municipal leaders in the eastern panhandle of West Virginia are planning a new 3.33-mile pedestrian and bicycle trail system that will provide safer, expanded transportation access to core WV businesses, job centers, civic anchors and educational hubs, and connect other trail systems to create a 24-mile regional network of transportation facilities dubbed the "**Panhandle Regional Connector Path**" – the **Panhandle REC Path**. The Hagerstown-Eastern Panhandle Metropolitan Transportation Organization (HEPMPO), which is the federally-designated regional transportation authority for the area, has partnered with the West Virginia Department of Transportation (WVDOT), the City of Ranson, the City of Charles Town, and with business, civic, and educational organizations to seek a $1,270,000 Planning Grant from the U.S. Department of Transportation "BUILD Grant" program to conduct design, engineering, permitting, and bid documentation for the trail and pedestrian bridge facilities needed to fully connect the REC Path for 50,000+ people and 8,500 jobs in this WV panhandle project area.

**Description of the Project to be Planned** – The **Panhandle REC Path will be a 3.33-mile pedestrian/cycling trail** that will connect gaps in a major, multi-county regional trail system stretching from the City of Charles Town WV, through the City of Ranson WV, to the City of Martinsburg WV, which are rural and historically disadvantaged places, yet are also central hubs in the fastest-growing counties in the state and an economic engine for the larger region. This proposed REC Path will enable safe highway and rail crossings, and connect the following to create a 24-mile regional trail network:

- The northern terminus of the Panhandle REC Path will connect to the existing **10.5-mile "WV Route 9 Bike Path"** on that major highway first opened in 2007, which connects West Virginia to both Virginia and Maryland, on the stretch known as "The Frank Buckles Highway" after the last surviving American World War I veteran, who lived and died at 110 years old on his farm alongside this regional trail. That Route 9 path connects to the **6.2-mile "Martinsburg Greenway Trail"**, now moving into construction backed with a 2025 U.S. DOT BUILD grant.
- The southern terminus of the REC Path will connect to the **4.2-mile "Augustine Trail"** system in Charles Town, now under construction with funding secured by Senator Shelley Moore Capito and then-Governor/now-Senator Jim Justice plus other sources.
- In between, this proposed Panhandle REC Path will be a **3.33-mile pedestrian/bicycle trail facility with integrated public transit and resilience features, plus facilities to cross one unsafe high-speed highway and two crossings at freight rail lines that bisect the Ranson and Charles Town communities.** The REC Path will connect core WV economic, civic and educational hubs, including downtown Ranson, downtown Charles Town, and the Jefferson County judicial system; the Jefferson Medical Center-WVU Medicine Hospital; the Ranson Civic Center; Ranson Senior Center; Jefferson County Boys & Girls Club; education anchors including American Public University, Washington High School, Ranson Elementary, Paige-Jackson Elementary, Wright-Denny Elementary, and T.A. Lowry Elementary; historic treasures including the Happy Retreat estate of the Washington family founders; workplace hubs including the Potomac Marketplace commercial complex; and many high-growth residential neighborhoods. This Panhandle Path will also boost the robust tourism economy in Jefferson County, already bringing more than $1 billion annually to the State of West Virginia.

The WV Panhandle REC Path project is already well underway, with a major planning, concept design, public engagement, feasibility, and cost estimation study sponsored by HEPMPO that will be completed in Spring 2026. As part of this project, HEPMPO, Ranson, Charles Town, and the WV Region 9

Economic Development Council are conducting feasibility and preliminary engineering studies for one highway overpass bridge for pedestrians/bikes at a highly dangerous intersection on Route 9, and for design of ped/bike facilities at unsafe rail crossings on the Norfolk-Southern and CSX freight rail lines bisecting the project area. These planning initiatives have shown the strong public, business, and state support for this project, confirmed project feasibility, and prepared us to apply now for BUILD Planning support to get the project shovel-ready.

**Scope of Work –** The specific components of the project that will be funded by this grant will include the following, full-service pre-construction delivery services, for what will be a 10-foot wide, ADA-accessible bicycle/pedestrian transportation pathway:

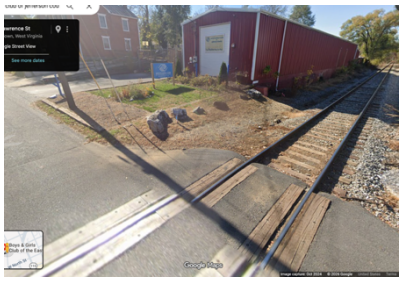
**Plans, Specifications & Engineering:** Taking the current concept designs and plans to full design and engineering adopting Universal Design Principles. This will include the 3.3-mile ADA-compliant trail facility, one ped/bike overpass bridge over the unsafe Route 9 divided highway, one ped/bike overpass structure over the Norfolk Southern freight rail line that bisects the Ranson community, and the upgrade of one existing underpass structure under the CSX rail line that bisects the City of Ranson and the City of Charles Town at their municipal borders at the southern end of this planed REC Path. The PS&E package will include planning, preliminary design, final design, geotechnical & subsurface utility engineering, ROW acquisition services, NEPA/environmental documentation, permitting services, construction cost estimation, construction bid documentation, and bid support services.

This PS&E package will also incorporate outdoor **bus transit shelters/bike stations** at key points on the REC Path, as the regional "Eastern Panhandle Transit Authority" (EPTA) has two major public bus routes which both closely track and overlap this proposed Path route which connect the City of Martinsburg and the cities of Ranson/Charles Town. The PS&E package will also include resiliency features along the REC Path route including **green infrastructure facilities for stormwater management** in this Chesapeake Bay/Shenandoah River watershed area, including raingardens, bioswales, and silvacells; this will build on other green infrastructure that has already been installed on portions of the REC Path Route with a previous U.S. DOT TIGER Grant and a current U.S. EPA stormwater and outdoor park landscaping and tree planting grant. The Path design will also make transportation access facilities as **favorable to parents and families** using strollers and bike trolleys for babies as possible with comfort stations with seating for baby care on the Path, in this region of fast-growing families. **Wayfinding signage** for civic, educational, tourism, shopping, park and recreational, and anchor institutions along the route will be designed into the REC Path, as well as local info and public art installations on the bridge and highway overpasses from local artists and muralists. This Planning project will also include an analysis of the feasibility of **future spurs** off this proposed REC Path to access future development areas, so that the Path design accommodates such future expansion.

1.) **Continued Community & Partner Engagement:** The robust community, business, municipal and public engagement process underway will continue as Panhandle Path designs are developed in full, to ensure a beautiful, functional, and accessible trail network. This will include design workshops, public surveys, community information via dedicated websites as well as social and traditional media outreach, and direct collaboration with municipal, civic, and organizational representatives in the Panhandle Path project area. It will also include coordination with the Norfolk Southern and CSX rail companies, and with the half-dozen key landowners who will need to coordinate on ROW issues.

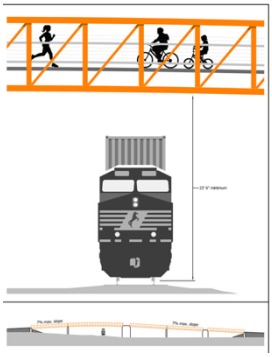
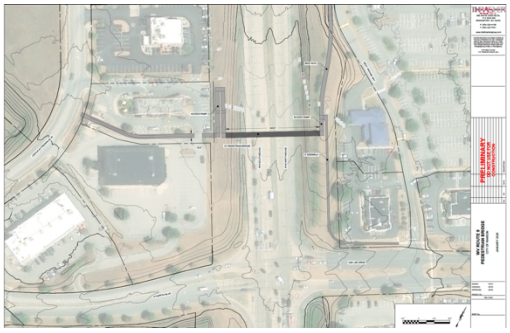
**Pictures & Renderings –** From top left to bottom right: (a & b) highly-unsafe Route 9 highway intersection in Ranson; (c) inadequate rail underpass at CSX line dividing Charles Town & Ranson, (d) Unsafe CSX rail crossing at Boys & Girls Club; (e) entrance to existing Route 9 Trail where it will connect to the REC Path, showing type of future Path facility; (f & g) renderings of new Norfolk Southern pedestrian bridge overpass and (h) Route 9 pedestrian bridge overpass.



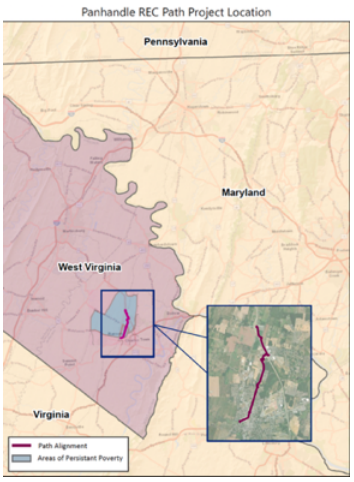




Rail Bridge Design Concept

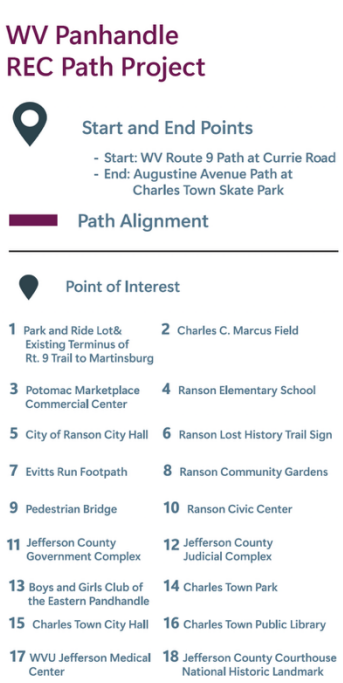


**Description of the Project Location** – The Panhandle REC Path will be a 3.33 linear mile transportation facility located primarily within the municipal boundaries of the City of Ranson, WV. It will traverse the core commercial and civic areas of central and downtown Ranson which is within Jefferson County Census Tract 9724.01, then move north and enter into Jefferson County Census Tract 9724.02, where the planned REC Path will connect to the existing, 10.5-mile "WV Route 9 Trail" which opened in 2007 when Route 9 was upgraded to a divided 4-lane highway between Ranson/Charles Town and Martinsburg. Both of these Census tracts qualify as areas of persistent poverty and historic disadvantage, and both are designated Opportunity Zones. The entire project area is located entirely in a Rural area, well outside of the nearest Urban area which is the Washington (DC) Metropolitan Area – in an Appalachian state with no BUILD Urban areas. This region is the only place in the world where both the "Blue Ridge Mountains, Shenandoah River" are located, making it a place of "country roads . . . West Virginia, mountain mama."




**Maps** – Location context map at right, and project map on following page:







**Current Design Level** – The REC Path is currently completing a major phase funded by HEPMPO, Region 9 Economic Development Council, and the cities of Ranson & Charles Town, which confirmed feasibility of the transportation facility, established a preferred route, conducted public engagement, created initial construction cost estimates, and created concept designs.

**Project History / How Project Fits within the Applicant's Broader Transportation Infrastructure Investments** – In the 21st Century, Jefferson County is one of the only counties in West Virginia that has experienced large scale population and economic growth, while the rest of the Mountain State has suffered depopulation and decline – more than 40% expansion in Jefferson in the past 25 years with no sign of slowing as the housing crisis and crunch hits this greater DC metro region. That is one reason that federal and state officials began planning transportation improvements at the turn of the century including an upgrade of the highly-unsafe Route 9 corridor through the WV eastern panhandle, which included the **"WV Route 9 Bike Trail"** which opened in 2007, but stubs at its southern terminus as that facility enters the City of Ranson at the north, where this proposed REC Path will begin.

In 2013, U.S. DOT awarded the City of Ranson a TIGER grant that led to the construction of the **"Fairfax Boulevard"** roadway connecting the central corridor of downtown Charles Town, through the core of the City of Ranson, out to the northern area of Ranson which was then developing into a major mixed-use commercial and neighborhood hub on Route 9, a project that has been fully constructed and highly successful. But it has also resulted in major commercial growth and additional transportation demands, focused right in the middle of this planned Panhandle Path area. This Panhandle REC Path will connect and integrate into that previous TIGER grant project. In 2015, the City of Charles Town at the south of Ranson commenced work with HEPMPO, the WV Department of Transportation, then-Governor Jim Justice, and Senators Capito and Manchin to begin planning the 4.2-mile **"Augustine Trail"** to address massive growth and dangerous transportation corridors there, which is under construction now, but will stub off at the southern end of this proposed REC Path. The Panhandle REC Path will connect and integrate into the Augustine Trail.

In the past half-dozen years, HEPMPO and state and federal officials commenced planning to expand trail facilities in the neighboring City of Martinsburg at the northern end of this trail network, resulting in major gains including a $20.8 million U.S. DOT BUILD grant award to HEPMPO in 2025 for the **"Martinsburg Greenway Trail"**. Likewise, HEPMPO worked with the Eastern Panhandle Transit Authority, our U.S. Senators and the Trump Administration to secure major funding through RAISE and

FTA Bus & Bus Facility grants to create a new **Eastern Panhandle Transit Authority bus center** in Martinsburg which, as mentioned, has two major routes that overlap with this proposed Panhandle REC Path facility and will serve its users.

**HEPMPO's "Direction2050" Long Range Transportation Plan** recognizes the need for investment in this project area due to this growth and increasing travel demand (see LRTP at p. 10), high traffic congestion (p. 13) and high crash rates (p. 19), and identifies this project area as a top priority for investment in active transportation (pp. 32, 34), and for expanded multimodal facilities for jobs (p. 38) and the tourism economy (p. 37). **HEPMPO's 2023 "Regional Bicycle and Pedestrian Plan"** and the state's **"West Virginia Bicycle System Plan" (2017)** both call for this Panhandle REC Path.

The Panhandle REC Path will connect the dots and link these 21st century transportation upgrades to create a continuous and cohesive multi-modal facility connecting WV's two fastest-growing counties and a major tourism destination area for the DMV region and beyond. In July 2025, HEPMPO and a procured consultant team kicked off planning and feasibility analysis for the REC Path, and has accomplished data collection and interactive mapping; an assessment of existing conditions, opportunities and constraints; stakeholder engagement; and an alternatives assessment. The HEPMPO team is now completing the preferred concept and implementation plan and final report, which will be delivered before June 2026 and which undergirds this application.

**Transportation Challenges the Project Will Solve –** The Jefferson County, WV region has the enviable but difficult problem of heavy growth and development in an area with a long history of underinvestment and deficient transportation facilities. Not a single bicycle/ pedestrian transportation facility existed in Jefferson County (aside from city sidewalks) until the WV Route 9 Trail opened in 2007. As year-after-year growth increases including with spillover from the DC region, our historically disadvantaged and low-resourced localities have been unable to keep up with the infrastructure investments needed. That is why leadership including President Trump, Governor Jim Justice, and Senator Shelley Moore Capito have worked so hard to bring these investments in recent years.

This WV Panhandle Path transportation access facility is badly needed, as the project area has a crash rate that is ***more than 1,195% higher*** than the State of WV crash rate, with a rate of ***serious injuries that is 217% higher*** than WV's rate and a NHTSA Fatality Analysis Reporting System ***rate of death that is 75% higher*** than the state average of similar road types. The safety performance goals set by the West Virginia Department of Transportation for reduction of serious and fatal bicycle and pedestrian crashes in this project area of Jefferson and Berkley, WV counties (seeking a 66% reduction between 2013-2030) have not been met in the past four years of recorded data for the years 2018-2021. When the Path is laid, the region will reduce roadway conflicts, eliminate at-grade exposures at a dangerous highway intersection, and remove trespass and crossing risks at two rail lines that divide the community.

The other major challenge is that existing ***non-motorized transportation access in the project area is inadequate and disconnected from major jobs, business, civic, health, and anchor institution centers***, in an area where 6% of the population has vehicle (U.S. Census). The proposed WV Panhandle Path touches nearly all our key business and community anchors, and removes physical barriers created by a divided highway and freight rail lines that currently separate neighborhoods from jobs and schools. The inadequacy of multimodal transportation facilities in the area also impacts the robust tourism economy of Jefferson County, the county with the highest tourism impact in the entire state of Wild, Wonderful West Virginia with attractions including the Harpers Ferry National Historical Park, heritage sites of George Washington's family as reflected by the Washington Heritage National Scenic Byway that parallels this project route, National Historic Landmarks, and the Charles Town Races & Hollywood Casino complex, all of which will be better linked regionally for tourism visitors by the Panhandle Path.

Hagerstown/Eastern Panhandle MPO

# WV PANHANDLE REGIONAL CONNECTOR PATH

## Application for U.S. DOT BUILD Planning Grant

February 2026

## Merit Criteria

# Hagerstown-Eastern Panhandle MPO
## *WV Panhandle REC Path Project*
Application for 2026 U.S. DOT BUILD Planning Grant
## Merit Criteria

## SAFETY

Safety is a primary purpose of the WV Panhandle REC Path. According to 2019-2023 crash data from the West Virginia Department of Transportation (WVDOT), this project area has a crash rate that is ***more than 1,195% higher*** than the State of WV crash rate, with a rate of ***serious injuries that is 217% higher*** than WV's rate, and a NHTSA Fatality Analysis Reporting System ***rate of death that is 75% higher*** than the state average of similar road types. As six percent of area households lack vehicle access, many residents are transportation-disadvantaged and currently exposed to unsafe walking conditions. By providing a protected, connected facility linking schools, medical centers, civic buildings, employment hubs, and transit routes, the Panhandle Path will directly reduce daily exposure to high-risk roadway environments. The proposed Path project directly targets documented crash patterns and systemic safety risks to prevent fatalities and serious injuries associated with a busy and high-speed divided highway at a major regional commercial hub, two at-grade freight rail crossings, and incomplete pedestrian and bicycle facilities.

### Documented Safety Need

Crash data from 2019–2023 demonstrate a significant and persistent safety problem within the project corridor:

- **WV Route 9 (Currie Road to Fairfax Boulevard)** experienced **114 crashes, including 2 fatalities**, during the five-year period . Nearly 20 percent of crashes involved injuries or fatalities, and the majority occurred on-roadway under normal conditions, indicating systemic exposure risk rather than isolated anomalies.
- **WV 115 (Fairfax Boulevard/George Street corridor)** experienced **121 crashes, including 1 fatality** , with documented pedestrian-involved crashes and a high proportion of angle and rear-end collisions typical of congested commercial corridors.



In total, the core highway corridors directly intersected or paralleled by the proposed REC Path experienced **242 reported crashes and 3 fatalities in five years**. These figures are consistent with the MPO's documented finding that crash rates in the project area substantially exceed statewide averages for similar roadway types, and that recent 2018-2021 trends have not met WVDOT's safety performance targets for reducing serious and fatal bicycle and pedestrian crashes by 66% between 2013-2030 for any of those years.

Compounding this roadway risk is the presence of **two active freight rail lines (Norfolk Southern and CSX)** that bisect the Ranson–Charles Town community. Current conditions include an un-gated, un-signalized at-grade roadway crossing and informal pedestrian crossings with no dedicated facilities. These create high-consequence exposure to freight rail traffic and encourage unsafe trespass activity.

**How the Project Can Prevent Fatalities & Serious Injuries –** The Panhandle REC Path directly addresses these documented risks through grade separation, conflict elimination, and protected multimodal design to separate vulnerable users from high-speed motor vehicle and freight rail traffic, and incorporating proven safety countermeasures as part of a documented regional safety strategy:

1. **Elimination of At-Grade Highway Conflicts (Route 9 Overpass):** The project will design a dedicated pedestrian and bicycle overpass at a high-speed divided highway intersection on WV Route 9 at its intersection with N. Fairfax Boulevard in Ranson, at the busy regional commercial center called Potomac Marketplace, where traffic counts exceed 50,000 on most days. See image with Route 9 at left and the key intersection at center left. This new Marketplace overpass bridge facility will remove vulnerable users entirely from that at-grade crossing across multiple travel lanes with turning movements and documented fatal crashes . Grade separation is one of the most effective countermeasures for preventing severe pedestrian and bicycle injuries on high-speed arterials.



2. **Elimination of At-Grade Rail Exposure (Norfolk Southern Overpass):** A new pedestrian/bicycle overpass over the Norfolk Southern rail line will eliminate unsafe rail crossings and trespass risk. By separating non-motorized users from active freight operations, the project prevents catastrophic collision risk and aligns with federal rail safety best practices.
3. **Upgrade of Existing CSX Underpass:** The project will design safety upgrades to an existing underpass beneath the CSX freight line, where the current condition relies on a nearby un-gated, un-signalized roadway crossing in front of the Boys & Girls Club across the tracks from the Ranson Civic Center near the major American Public University jobs center on the border of the City of Ranson and the City of Charles Town. Planned improvements will formalize and protect non-motorized travel, reduce informal crossings, improve lighting and visibility, and enhance ADA-compliant access, substantially lowering exposure to rail and roadway conflicts.





4. **Construction of a 3.3-Mile ADA-Accessible Shared-Use Path:** The continuous 10-foot-wide facility will provide physical separation from vehicular traffic along a corridor that today forces pedestrians and bicyclists onto high-speed roadways or disconnected sidewalks. Crash data show that the majority of corridor crashes occur on-roadway, underscoring the risk of shared space conditions. The proposed separated facility removes vulnerable users from these conflict points and creates a predictable, designated travel way.

**Protection of Motorized & Non-Motorized Users –** REC Path protects all roadway users by:

- Reducing turning and crossing conflicts at congested commercial intersections.

- Decreasing likelihood of rear-end and angle crashes driven by unexpected pedestrian crossings.
- Formalizing crossings and access points, thereby improving driver expectancy.
- Integrating transit shelters and bike stations to reduce unsafe roadside loading and unloading along WV 115 and Route 9.
- Incorporating Universal Design principles to protect seniors, children, and persons with disabilities, including improved lighting, sight lines, and ADA-compliant grades.

**Corridor-Level Safety Impact –** The Safety merit criterion emphasizes projects that incorporate specific improvements as part of a documented safety risk mitigation strategy with corridor-wide impact . The Panhandle REC Path meets this standard by:

- Implementing grade-separated crossings at the highest-risk conflict points in the corridor.
- Addressing both highway and freight rail exposure in a unified design strategy.
- Closing a critical gap between existing regional trail systems (Route 9 Trail, Augustine Trail, and Martinsburg Greenway), thereby preventing users from diverting onto unsafe roadway segments.
- Supporting MPO Long Range Transportation Plan safety goals and state performance targets for reducing serious and fatal crashes.




By eliminating at-grade crossings at a high-speed divided highway and active freight rail lines, and by removing vulnerable users from corridors with documented fatalities, the project delivers clear, direct, and data-driven safety benefits. It transforms a corridor currently characterized by elevated crash rates into a protected multimodal spine, materially reducing the likelihood and severity of crashes and advancing the U.S. DOT goal of zero roadway deaths.

## ENVIRONMENTAL SUSTAINABILITY

The WV Panhandle REC Path directly advances the U.S. DOT Environmental Sustainability merit criterion by incorporating green infrastructure for Chesapeake Bay watershed protection, reducing transportation-related emissions, and improving the resilience and redundancy of critical transportation facilities. Consistent with the BUILD Environmental Sustainability rubric, the project demonstrates measurable sustainability benefits through transportation mode shift, stormwater management, and resilient design.



**Green Infrastructure and Watershed Protection –** The REC Path corridor is in the **Chesapeake Bay Watershed**, lying within the Evitts Run Creek sub-watershed, which drains to the Shenandoah River, Potomac River, and ultimately the Chesapeake Bay. Increased impervious surface area and roadway runoff in this rapidly developing area have heightened nutrient and sediment loading concerns affecting this Chesapeake watershed. The REC Path will incorporate **raingardens, bioswales, vegetated swales, and other green infrastructure elements** as part of its final design, directly aligning with the Environmental Sustainability rubric's emphasis on permeable pavements and vegetated stormwater features. These features build approaches already adopted into this Panhandle REC Path project area, including the incorporation of raingardens and silvacells along the City of Ranson's main transportation corridor installed with a 2013 TIGER grant, and the deployment of a current U.S. EPA stormwater management grant that is designing green infrastructure into the Augustine Trail in Charles Town now. The REC Path design will incorporate these features, and the future-constructed project will capture and infiltrate first-flush stormwater runoff from trail and bridge surfaces; reduce peak discharge rates and flood events on the Evitts Run Creek in this project areas during storm events; filter sediment, nitrogen, phosphorus, and roadway pollutants before entering Evitts Run Creek; and enhance groundwater recharge in a rapidly urbanizing watershed. These bioretention systems and vegetated swales are expected to remove 60–90% of total suspended solids and significant portions of nutrient loads from stormwater discharges, directly supporting Chesapeake Bay Total Maximum Daily Load (TMDL) goals. The project's green infrastructure strategy ensures that new transportation facilities do not exacerbate watershed impacts and instead contribute to measurable stormwater mitigation.

**Resilience and Redundant Infrastructure –** The REC Path substantially improves the resilience of the local transportation network, consistent with the BUILD criterion encouraging parallel or redundant alternatives and resilience planning. The project area is bisected by a high-speed, high-volume divided highway and two freight rail corridors. These facilities create chokepoints that, if blocked by crashes, flooding, derailments, or hazardous incidents, can sever east-west and north-south mobility within and around Ranson and Charles Town. By creating a multimodal facility physically separated from high-speed traffic and rail operations, the project reduces single-point-of-failure risk in a corridor serving more than 50,000 residents and 8,500 jobs. The REC Path will:



- Provide a **parallel and redundant 3.3-mile evacuation corridor** independent of Route 9.
- Offer an alternative access route for **emergency responders** if the Route 9 primary arterial at the north end of Ranson is obstructed.
- **Eliminate at-grade rail conflicts** through grade-separated crossings, reducing vulnerability to rail-related disruptions.
- Incorporate stormwater controls designed to **manage extreme precipitation events**, increasing system durability during intense rainfall events that are becoming more frequent in this region.

**Sustainable Design Integration –** The Planning Grant will fund full Plans, Specifications, and Engineering (PS&E), including environmental documentation, geotechnical analysis, and stormwater permitting. This comprehensive pre-construction process ensures:

- Compliance with NEPA and watershed protection standards.

- Consideration of floodplain conditions consistent with Federal Flood Risk Management Standard principles.
- Integration of low-impact development techniques into final design.
- Long-term durability of bridge and trail materials to reduce lifecycle emissions and maintenance needs.

Additionally, by integrating transit shelters and bike facilities along overlapping bus routes, the project supports multimodal trip chaining and further reduces vehicle dependency.

**Cleaner Air –** The 3.3-mile REC Path will provide a safe, continuous alternative to motorized travel within a corridor currently carrying approximately **26,000 average daily vehicle trips** (2023 count) which is conservatively expected to shift up to **5% of corridor trips** to walking and cycling for short-distance travel between local schools, employment centers, medical facilities, civic anchors, and retail destinations. This could result in reductions of nearly 4,160 vehicle-miles traveled daily and 1.5+ million annually, and as much as **13,000 tons of carbon dioxide** avoided over a 20-year lifespan of this transportation facility.

## QUALITY OF LIFE

The WV Panhandle REC Path advances the U.S. DOT Quality of Life merit criterion by beautifying transportation infrastructure, improving daily travel experiences for families, caregivers and tourists, and making mobility more affordable and intuitive in a rapidly growing rural Appalachian community. Consistent with the BUILD Quality of Life rubric, this project combines safety, comfort, wayfinding, accessibility, and placemaking to elevate the user experience while maintaining operational efficiency.

**Beautification and Context-Sensitive Design –** The 3.3-mile REC Path will transform an auto-oriented commercial and rail corridor into a landscaped, human-scaled transportation spine to enhance the vehicle corridors without any road diets or reductions in vehicle throughput capacity. The design incorporates:



- Shade trees, silva-cells, bioswales, and rain gardens integrated along the corridor and in existing parks and outdoor recreational areas that the REC Path will connect including the Ranson Civic Center, Ranson Community Gardens (at right), the Boys & Girls Club, Terry Marcus Sports Fields, the Charles Town Evitts Run Park, the Charles Town Skate Park, Charles Washington Park, Perry Fields, and the historic Happy Retreat estate, community center and park founded by the Washington Family.



- Bridge structures designed as civic gateways at Route 9 and the Norfolk Southern rail line, which will be designed to incorporate the work of local and regional artists.
- Street furniture, seating areas, and landscaped buffers between users and vehicular traffic.
- Wayfinding elements and public realm enhancements that reflect Jefferson County's historic and tourism identity at America's 250th in his land of the Washington family founders.

These context-sensitive features will beautify existing transportation infrastructure, improve thermal comfort, and reduce heat exposure during increasingly warm summer months. Research from the U.S. Forest Service and EPA indicates that shaded corridors can reduce surface temperatures by 10–25°F, significantly improving user comfort and encouraging active transportation. By integrating tree canopy and vegetated stormwater features, the Path will enhance environmental quality while creating a visually appealing, park-like setting through central Ranson and Charles Town.

**Improved Travel Experience for Families and Caregivers –** Jefferson County has grown more than 40% over the past 25 years, with significant growth among young families. The REC Path design directly responds to this demographic shift. Consistent with the Quality of Life rubric's encouragement to improve the travel experience for families, the Path design will incorporate:





- **ADA-accessible 10-foot-wide facilities** accommodating strollers, bike trailers & mobility devices.
- **Comfort stations with seating designed for baby care**, including nursing and pumping accommodations.
- **Rest areas** spaced along the corridor to support caregivers, seniors, and young children.
- **Intuitive design features** such as gentle grades on bridge approaches, predictable crossing layouts, and clear separation of pedestrian and bicycle zones where appropriate.

These features reduce barriers to mobility for caregivers including families traveling with infants and children, and ensure that the corridor functions as a true family-friendly transportation facility.

**Wayfinding, Identity, and User Experience –** The REC Path will integrate **wayfinding signage for civic, educational, tourism, shopping, park, and recreational destinations**, connecting:

- Downtown Ranson and Charles Town,
- Jefferson Medical Center (WVU Medicine),
- Multiple elementary schools and Washington High School,
- American Public University,
- The Boys & Girls Club,
- Major commercial centers such as Potomac Marketplace,
- Historic tourism assets tied to the Washington Heritage National Scenic Byway.

Thoughtful wayfinding will reduce cognitive burden for users, particularly children and tourists unfamiliar with the area. Intuitive signage and predictable path geometry improve safety and make the facility welcoming to first-time users, seniors, and families.



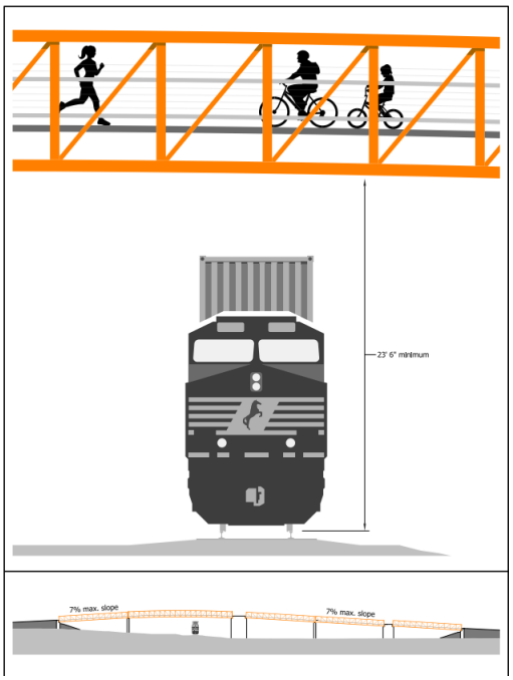
**Affordability and Household Cost Savings –** Transportation is typically the second-largest household expense after housing. By enabling up to a 5% shift from motorized travel to walking and biking in a corridor currently carrying approximately 100,000 vehicles daily, the REC Path reduces fuel costs, vehicle maintenance, and parking expenditures for short local trips. For a household replacing just two short 3-mile vehicle trips per day with active travel, annual savings can exceed $1,000 in fuel, depreciation, and maintenance (based on AAA per-mile cost estimates). For families in Opportunity Zone census tracts along this Path corridor, these savings are meaningful and improve overall quality of life.

**Integration with Broader Investments –** The REC Path links previous and ongoing federal investments, including the Route 9 Trail, Augustine Trail, Martinsburg Greenway Trail, and Fairfax Boulevard TIGER Project. By connecting the dots, the Path creates a continuous 24-mile regional network that enhances tourism, recreation, and local business vitality. Jefferson County generates more than $1 billion annually in tourism, and a cohesive, well-signed trail network will strengthen the visitor experience and supports small businesses along the Path corridor.

## MOBILITY & COMMUITY CONNECTIVITY

Connectivity is the core of the WV Panhandle Regional Connector Path. The WV Panhandle REC Path directly advances the U.S. DOT Mobility & Community Connectivity merit criterion by reconnecting neighborhoods divided by highways and freight rail lines, expanding multimodal access to jobs and essential services, enhancing system accessibility both within communities and across a wide region, and incorporating universal design principles to ensure accessibility for families, seniors, and Americans with disabilities.

**Reconnecting Communities & Removing Physical Barriers –** The project corridor in Ranson and Charles Town is currently fragmented by the high-speed divided highway WV Route 9, two active freight rails lines, and auto-oriented commercial corridors lacking pedestrian or cycling facilities. These facilities function as physical and psychological barriers that separate residential neighborhoods from downtowns, employment centers, schools, medical facilities, and civic institutions. The proposed project eliminates these barriers by:




- Designing a grade-separated pedestrian/bicycle overpass at Route 9;
- Designing a new overpass over the Norfolk Southern rail line where no current crossing exists;
- Upgrading an existing but unusable underpass beneath the CSX rail line dividing Charles Town from Ranson, thereby avoiding the un-signaled, un-gated pedestrian rail crossing in that area of the community, at the front of the Boys & Girls Club and adjacent Ranson Civic Center; and
- Creating a continuous 3.3-mile off-road/shared-use trail linking these crossings.

**Expansion of Multimodal Network Connectivity –** The REC Path is a critical missing link that transforms separate trail investments into a cohesive regional network:

- Connects to the **5.4-mile Augustine Trail** under construction now at the southern terminus;
- Connects to the existing **10.5-mile Route 9 Bike Trail** at the northern terminus, which in turn links to the future **6.2-mile Martinsburg Greenway Trail** moving into construction this year.

With this connection, the region achieves a continuous 24-mile multimodal corridor linking Charles Town, Ranson, and Martinsburg in West Virginia's two fastest-growing counties. This network will serve more than 50,000 residents and 8,500 jobs within the project area, providing direct non-motorized access to:

- Jefferson Medical Center (West Virginia University Medicine); Valley Health clinics; and the Jefferson County EMS headquarters;
- American Public University, Washington High School, and multiple elementary school;
- Jefferson County judicial and civic facilities;
- Potomac Marketplace and other commercial employment hubs; and
- Tourism destinations along the Washington Heritage National Scenic Byway.

By closing this gap, the project converts fragmented segments into a unified transportation system, improving origin-destination connectivity for work, school, healthcare, and the tourism and recreation economy.

**Enhancing Accessibility Through Universal Design –** Consistent with Universal Design, the Panhandle REC Path will incorporate features to benefit caregivers with strollers, children traveling to school, seniors, residents without vehicle access, and individuals with mobility impairments by designing:

- 10-foot-wide ADA-compliant shared-use pedestrian/cycling transportation facility
- Gentle bridge approach grades suitable for mobility
- Accessible underpass upgrades
- Transit shelter integration with bike stations
- Family-friendly amenities accommodating strollers and bike trailers



**Improving System Efficiency and Vehicular Capacity –** Although the project is focused on non-motorized transportation upgrades, it will improve overall corridor efficiency by reducing conflicts between vehicles, pedestrians, and bicyclists. By eliminating at-grade pedestrian crossings at Route 9 and rail lines, the project can reduce conflicts and enhance roadway/ freight mobility that:

- Reduces turning conflicts and delay at congested intersections;
- Improves traffic flow and predictability; and
- Enhances safety and operational efficiency for freight and passenger vehicles.

**Intermodal Integration –** The project improves regional system connectivity across transportation modes and enhances affordable access to regional implement centers. The REC Path will integrate with the Eastern Panhandle Transit Authority (EPTA), whose two major bus Routes 16 and 20 parallel and overlap the planned REC Path corridor. By incorporating transit shelters and bike stations into the PS&E design, the Path strengthens first-mile/last-mile connectivity, enabling:

- Bike-to-bus commuting,

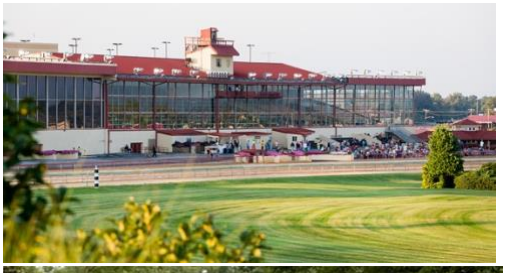
- Safer pedestrian access to transit stops,
- Reduced reliance on automobile access to bus routes.

**Serving Underserved and Opportunity Zone Communities –** The REC Path traverses Census Tracts 9724.01 and 9724.02, which qualify as areas of persistent poverty and are designated Opportunity Zones. The Ranson and Charles Town communities understand and utilize these Opportunity Zone incentives, and are ready to renew these efforts with the next era of these OZs. By delivering high-quality non-motorized infrastructure in historically underserved rural Appalachian communities, the project expands affordable mobility options and strengthens access to economic oppo. In a rural state with no BUILD-designated urban areas, this project represents a transformative investment in multimodal connectivity for a rapidly growing region that has historically lacked pedestrian and bicycle infrastructure.

## ECONOMIC COMPETITIVNESS AND OPPORTUNITY

The WV Panhandle REC Path advances the U.S. DOT BUILD Economic Competitiveness and Opportunity merit criterion by unlocking economic value from one of West Virginia's most dynamic economic engines – tourism – while strengthening workforce and freight mobility in the Eastern Panhandle, one of the state's fastest-growing regions.

**Tourism as an Engine of Regional Economic Growth –** Tourism is a major economic driver in West Virginia, with visitation and visitor spending reaching record highs in 2024. Jefferson County where this Panhandle REC Path will be located stands out as a West Virginia tourism leader. Visitors to **Jefferson County spent an estimated $876 million in 2024, the highest direct tourism expenditure of any West Virginia county**, accounting for 14 percent of all tourism spending statewide. Tourism in Jefferson County directly supported approximately 3,700 jobs and generated roughly $68 million in state and local tax revenue in 2024, boosting local government capacity to provide services and support community amenities. Likewise, the Eastern Panhandle region with Jefferson and Berkeley Counties where the REC Path is centered, is the **largest tourism region in the WV**, with regional tourism spending approaching **$1 billion annually** in recent years and supporting thousands of jobs. Jefferson County and the Eastern Panhandle host high-demand tourism attractions that will be directly connected or related to this proposed REC Path, including historic downtown districts in Charles Town and Ranson, the Jefferson County Courthouse (a National Landmark that was the location of two American treason trials), the historic Happy Retreat estate, Harpers Ferry National Historical Park, and scenic corridors such as the Washington Heritage Trail that attract both regional and national visitors. These strong tourism assets and metrics underscore the enormous, untapped value of enhancing connectivity and access across Jefferson County's existing visitor assets through the Panhandle Path project.





Despite this strong demand, active transportation connectivity among these assets is fragmented by high-speed highways and rail barriers. The REC Path strategically addresses this gap by:

- Creating **grade-separated pedestrian and bicycle links** at major barriers,
- Unifying fragmented trail segments into a **continuous multimodal tourism corridor**, and
- Improving access to **tourism economy attractions** from local lodging, dining, and retail clusters, enhancing the appeal of the region as an **integrated tourism destination**, making it easier for visitors and their spending to circulate between assets on foot and by bike.

### Workforce Access, Freight & Regional Economic Opportunity

Beyond tourism, the REC Path will foster economic opportunity by improving access to employment hubs in the fastest-growing region of West Virginia, on a critical truck and rail freight corridor. The Eastern Panhandle has been one of the state's strongest economic performers, with population, employment, manufacturing, and income growth exceeding statewide averages ("Eastern Panhandle Economic Outlook 2023-2027", West Virginia University, Bureau of Business & Economic Research). This project will directly **connect or increase multimodal access for workers** from Ranson, Charles Town and surrounding areas to Jefferson Medical Center, the Hollywood Casino at Charles Town Races, the Potomac Marketplace commercial center, two downtown economic hubs, and many other job centers.

Further, WV Route 9 on which much of this Panhandle REC Path is located functions as an **inter-regional connector providing last-mile and regional supply chain replenishment and construction-related transport** between Interstate 81 in Martinsburg with its heavy warehousing, distribution and logistics sector, and the DC/Baltimore metro region. Further, two **National Class 1 freight rail lines**, run by Norfolk Southern and CSX, run through this region and through the middle of this proposed Panhandle Path project. The WV State Freight Plan (2023) states that Jefferson and Berkeley are among the WV areas that will continue to grow in freight transport due to proximity to I-81 and the DMV metro, in sectors including distribution and e-commerce, construction and building products, light manufacturing, and higher-value manufacturing for high-price commodity products as recognized in the WV DOT State Freight Plan's 2023 Commodity Flow profile.

**Multimodal Efficiency and Freight Competitiveness –** This is why WV's Freight Plan flags WV Route 9, where the Path will be located, as having pressure points and bottlenecks in capacity and operations. The planned REC Path's infrastructure improvements with grade separation over highways and rail lines, will not only benefit non-motorized users but also **enhance overall transportation system efficiency** through signal progression, fewer disruptions from crashes, and reduced delays for freight and commuter traffic. By removing at-grade pedestrian conflicts on Route 9 and at rail crossings, the project will improve business logistics and worker circulation, reducing delay and complementing freight mobility objectives identified in statewide planning.

## STATE OF GOOD REPAIR

The WV Panhandle REC Path advances the U.S. DOT State of Good Repair (SOGR) merit criterion by modernizing aging and deficient infrastructure, eliminating unsafe at-grade facilities, reducing lifecycle maintenance burdens, and addressing long-term system vulnerabilities in one of West Virginia's fastest-growing corridors. The project prioritizes improvements to existing infrastructure assets, enhances safety and reliability, and incorporates resilient, durable design to ensure long-term performance.

**Addressing Transportation System Vulnerabilities –** The project area has experienced sustained population growth—over 40% in the past 25 years —placing stress on legacy infrastructure not originally designed for current travel demand. WV Route 9's 26,000 AADT reflects a heavily utilized corridor where infrastructure wear, congestion, and safety risk are interrelated. Additionally, the presence of two active freight rail lines creates chokepoints and vulnerability in the local transportation network. Incidents at at-grade crossings, rail delays, or roadway blockages can disrupt mobility across Ranson and Charles Town. By introducing grade-separated crossings and upgrading the CSX underpass, the project reduces system fragility and improves network reliability. The design will also incorporate stormwater management and resilience features to address projected increases in intense precipitation events, reducing the risk of pavement degradation, structural undermining, and flood-related damage from the Evitts Run Creek. These improvements align with the SOGR criterion to address current or projected transportation system vulnerabilities.

**Modernization of Existing Infrastructure –** The project addresses three existing but deficient transportation conditions, restoring and modernizing existing infrastructure assets and improving the condition and safety of transportation facilities:

1. **High-Speed Divided Highway Crossing (AADT 26,000):** The proposed pedestrian/bicycle overpass will modernize access across WV Route 9, a four-lane divided highway carrying over 26,000 vehicles per day. Existing conditions require pedestrians and cyclists to cross at-grade in a high-volume, high-speed commercial corridor. The grade-separated bridge replaces an exposure-based condition with a fully separated, modern structure designed to current AASHTO and ADA standards. By removing at-grade conflicts, the project prioritizes the condition and operational integrity of the existing roadway while reducing crash risk and delay. The project team expects to design the bridge to use weathering steel, which is appropriate for this rural, non-coastal locale, to reduce long term maintenance and painting burdens.



2. **New Overpass over active Norfolk Southern Rail Line:** There is currently no formal pedestrian crossing at this rail segment that divides Ranson from Charles Town and key anchor institutions and job centers from each other. The project introduces a modern, purpose-built structure that will eliminate trespass and informal crossing behavior. This improves both rail operational reliability and community safety while ensuring the infrastructure meets contemporary structural and accessibility standards.

3. **Upgrade of Existing CSX Rail Underpass:** The current condition relies on an un-gated, un-signalized roadway crossing on a street intersection with the CSX rail line, located at the front door of the Boys & Girls Club, and adjacent to the American Public University high-tech educational jobs center, to the Ranson Civic Center, and to the downtowns of both Charles Town and Ranson. The project will upgrade an existing underpass facility which is not easily

walkable, passable, or ADA-accessible, to modern design standards, incorporating the establishment of an accessible passway through the portal with ADA-compliant access, lighting improvements, drainage upgrades, and safety enhancements. This investment restores and modernizes an existing core asset at relatively minimal cost.

**Reducing Maintenance Burden Through Efficient Design –** The 3.3-mile trail and bridge structures will be designed using durable, low-maintenance materials and integrated systems, including reinforced concrete and weathering steel bridge elements to minimize repainting and corrosion-related maintenance, LED lighting systems with long service life and lower energy consumption; properly engineered drainage and green infrastructure (raingardens, bioswales, silvacells) to manage runoff and reduce pavement deterioration; and pavement design consistent with projected usage to prevent premature surface failure.

The parties will confirm the ownership of the overhead bridge crossings at Route 9 and the Norfolk Southern line during the design process, but it is expected that these will be WVDOT-owned and operated assets. That is one reason we will design to full state standards for asset management. The 2022 West Virginia Division of Highways Transportation Asset Management Plan (TAMP) provides a federally compliant, data-driven framework for maintaining more than 34,000 miles of roadway and 7,200 bridges through lifecycle cost analysis, performance forecasting, and risk-based investment strategies in West Virginia. The REC Path design will align with WVDOH's performance-based asset management approach by maintaining the pedestrian bridge and trail pavement conditions of the REC Path through deterioration modeling, long-term performance targets, and cost-effective rehabilitation strategies. The project's PS&E phase, incorporating geotechnical analysis, lifecycle cost considerations, and risk mitigation, mirrors the TAMP's emphasis on data-driven decision-making and long-term asset preservation. Further, the parties commit to utilizing National Bridge Inspection Standards / NBIS-compliant inspection schedules for the two new overpass structures planned here.

## PARTNERSHIPS AND COLLABVORATION

The WV Panhandle REC Path exemplifies the U.S. DOT BUILD Partnerships & Collaboration approach by demonstrating deep, sustained, and formalized collaboration across federal, state, regional, municipal, private-sector, nonprofit, and community-based stakeholders. The project has and will meaningfully engage the public and institutions throughout the project lifecycle, will establish formal intergovernmental agreements, will coordinate with economic development entities, and will leverages prior federal investments to maximize impact. This is not simply a transportation project—it is a regionally coordinated, community-driven investment supported at every level of government and across sectors.



**Federally Designated MPO Leadership & State Partnership –** HEPMPO, the federally designated regional transportation planning entity for this multi-county and multi-state region, leads this application and will ensure compliance with federal planning, performance management, and public engagement requirements. HEPMPO has already led and will soon complete a major feasibility, concept design, and public engagement phase and will deliver a final implementation plan in Spring 2026.

The WV Division of Highways (WVDOH) has formally committed to support the project, and WVDOT Secretary Todd Rumbaugh has provided a letter of support. Upon award, WVDOH will enter into a Memorandum of Understanding with HEPMPO to manage design and implementation, including procurement and contractor oversight in accordance with federal standards. This formal state-regional partnership (which is an approach that HEPMPO and WVDOT has undertaken for other previous investments including USDOT BUILD) will ensure technical capacity, regulatory compliance, and long-term asset stewardship, directly addressing BUILD's emphasis on strong institutional collaboration.

**Unified Municipal and Regional Support** – Both the City of Charles Town and the City of Ranson have passed unanimous city council resolutions (enclosed) supporting the REC Path and will actively participate in the design process. This unanimous municipal backing and enclosed letters from the two Mayors reflect broad-based political and community alignment. In addition, formal supporters and collaborators include the following key partners (see enclosed letters):

- State of West Virginia Economic Development Division. Our team will focus with the State's economic development leaders on strategies to bring Opportunity Zone investments to this area of economic challenges, as the Path design and implementation plan moves forward.
- WV Eastern Panhandle Regional Planning & Development Council
- Jefferson County and Berkeley County Commissions
- Jefferson County Chamber of Commerce
- Jefferson County School System
- Boys & Girls Club of the Eastern Panhandle
- Jefferson County Convention & Visitors Bureau
- Jefferson County Parks & Recreation
- Panhandle Pedalers Cycling Club



This project is not a standalone effort, it is a strategic connector that "completes the network." This coalition endeavor represents government, education, workforce, business, tourism, youth services, recreation, and civic leadership. The corridor serves more than 50,000 residents and 8,500 jobs, and these partnerships ensure that the people who live, work, study, recreate, and tourist in the project area will be directly engaged in shaping the final design.

The corridor supports Jefferson County's $1 billion tourism economy, and enhances connectivity to anchor institutions, schools, medical facilities, and commercial hubs. Collaboration with the Convention & Visitors Bureau, Chamber of Commerce, and Economic Development Division ensures the project aligns with regional competitiveness objectives.

One key engagement that will be a major focus of our pre-construction work supported by this grant will be collaboration by HEPMPO and the WVDOT with the Norfolk Southern and CSX rail companies to secure Right of Access Agreements for the new safe crossings. HEPMPO and WVDOT have significant experience in obtaining such agreements from both these rail companies, and we have already commenced coordination with both rail companies to move this project forward expeditiously. We will also be working closely with the U.S. congressional delegation for West Virginia to support this rail company collaboration.

**Meaningful Community Engagement –** HEPMPO has conducted extensive stakeholder engagement, including public meetings, surveys, interactive mapping, and coordination with rail operators and landowners . The project's design process has and will include continued community workshops and direct collaboration with affected neighborhoods, educational institutions, and civic organizations. The inclusion of family-friendly amenities, public art, wayfinding signage, and transit integration reflects direct community input. Moreover, partnership with the Jefferson County School System and the Boys & Girls Club strengthens safe routes for youth and families.

**Workforce and Implementation Collaboration –** Through WVDOH's role in managing design and procurement under federal standards, the project will leverage established state contractor networks and workforce systems. Coordination with regional planning and development councils positions the project to connect with workforce development programs and apprenticeship opportunities during construction.

## INNOVATION

The WV Panhandle REC Path advances the U.S. DOT Innovation merit criterion through the deployment of innovative technologies, accelerated project delivery practices, and modernized bridge construction approaches tailored to a rural Appalachian region that has historically had limited access to advanced multimodal infrastructure. The project will be designed to integrate smart monitoring systems, prefabricated bridge technologies, and streamlined state-led environmental coordination to improve safety, reduce cost, and accelerate delivery.

**Innovative Technologies –** The REC Path will incorporate **real-time monitoring systems** on both the Route 9 highway overpass and the Norfolk Southern rail overpass to enhance operational performance and user safety. These system designs may include pedestrian and bicycle detection sensors to monitor usage patterns and peak travel periods; smart lighting controls responsive to real-time occupancy; and user data collection systems to inform long-term asset management and maintenance prioritization. Design will also seek to integrate pedestrian counters and transit headway data at EPTA shelters along the REC Path to create a multimodal performance monitoring system. In a community where no grade-separated bicycle/pedestrian facilities previously existed prior to 2007, deployment of integrated structural monitoring and smart mobility systems represents a meaningful technological advancement.



In addition, the project eliminates unsafe at-grade crossings at an active freight rail line and a high-speed highway corridor, incorporating grade separation as a context-appropriate safety innovation. While not a cap or land bridge in the traditional urban sense, the pedestrian/bike overpasses function as **multimodal land-bridge connectors**, restoring safe cross-community connectivity in a corridor previously divided by transportation infrastructure.

**Accelerated Bridge Construction and Prefabrication –** To minimize disruption to both highway traffic and freight rail operations, the project design will prioritize **pre-manufactured, prefabricated bridge fabrication approaches**, consistent with Accelerated Bridge Construction (ABC) methodologies. Prefabricated superstructure components can be assembled off-site and installed during short-duration closures or controlled windows, significantly reducing construction time over a 26,000 AADT divided highway, impacts to Norfolk Southern rail operations; worker exposure to high-speed traffic environments; cost escalation associated with extended traffic control. These ABC techniques demonstrate that prefabrication can reduce construction schedules by weeks or months while improving quality control and safety. Applying these techniques to pedestrian-grade separation in a rural region represents an innovative delivery strategy.

**Innovative Project Delivery and Regulatory Coordination –** The WV Division of Highways will enter into a Memorandum of Understanding with HEPMPO to manage design and implementation upon award, including procurement and contractor oversight in accordance with federal standards. This partnership will enable streamlined NEPA coordination under established WVDOH environmental procedures; early coordination with Norfolk Southern and CSX railroads to reduce permitting delays; and integration of geotechnical, utility, and right-of-way investigations early in design to prevent rework. By leveraging WVDOH's existing environmental agreements and institutional expertise, the project reduces risk and accelerates project delivery. The PS&E scope includes full lifecycle planning, subsurface utility engineering (SUE), and cost estimation —all practices consistent with advanced digital construction management and risk mitigation. HEPMPO will also explore the feasibility of bundling design packages (highway overpass, rail overpass, and underpass upgrades) into a coordinated procurement strategy to achieve economies of scale and reduce administrative costs.

**Innovative Financing & Federal Leverage –** The REC Path strategically leverages prior federal investments, including TIGER, BUILD, RAISE, and FTA grants, by completing missing connections rather than duplicating infrastructure . This network-completion strategy, sourced by multiple partners, maximizes return on federal dollars and represents an innovative capital sequencing approach, targeting high-impact, low-length gap closure segments that unlock the full value of a 24-mile regional trail system.






Hagerstown/Eastern Panhandle MPO

# WV PANHANDLE REGIONAL CONNECTOR PATH

## Application for U.S. DOT BUILD Planning Grant

February 2026

## Project Budget

# Hagerstown-Eastern Panhandle MPO
# WV Panhandle REC Path Project
# PROJECT BUDGET

| Funding Source | Project Component | Total Funding |
|---|---|---|
| BUILD Funds | $1,270,000 | $1,270,000 |
| Other Federal Funds | $0 | $0 |
| Non-Federal Funds | $0 | $0 |
| **Total Project Cost** | $1,270,000 | $1,270,000 |

| Cost Classification for BUILD Planning Project | BUILD Funds | Other Federal Funds | Non-Federal Funds | Total Project Cost |
|---|---|---|---|---|
| Planning & Community Engagement (1%) | $76,300 | - | - | $76,300 |
| Feasibility analysis of Path alternative spurs | $49,207 | - | - | $49,207 |
| Preliminary Design to 30% (2.5%) | $190,749 | - | - | $190,749 |
| Geotechnical & SUE (1.5%) | $114,449 | - | - | $114,449 |
| Environmental/NEPA/106 (2%) | $152,599 | - | - | $152,599 |
| ROW Services (1%) | $76,300 | - | - | $76,300 |
| Final Design / Cost Estimation / PS&E (6%) | $457,797 | - | - | $457,797 |
| Bid Phase Support (0.5%) | $38,150 | - | - | $38,150 |
| Contingency (1.5%) | $114,449 | - | - | $114,449 |
| **Total Funding** | **$1,270,000** | - | - | **$1,270,000** |

* Percentages refer to approximate % of estimated construction cost of $7,629,950 which consists of $3,133,950 for the highway overpass pedestrian bridge, $2,967,000 for the rail overpass pedestrian bridge, $1,329,000 for pedestrian/bike trail facilities, and $200,000 for improvements to the existing rail underpass. The design/engineering fees for this BUILD do not apply pre-construction fees to the estimated amount of construction contingency, only base estimation.

| 2020 Census Tract(s) | Project Costs per Census Tract |
|---|---|
| 9724.01 | $127,000 (10%) |
| 9724.02 | $1,143,000 (90%) |
| | Total Project Cost: $1,270,000 |

| Urban and Rural | Project Costs |
|---|---|
| Urban (2020 Census-designated urban area with a population greater than 200,000) | $0 |
| Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000) | $1,270,000 |
| | Total Project Cost: $1,270,000 |

**Sources, Uses, and Availability**
As this project is fully located in a historically disadvantaged, rural community, we respectfully seek 100% of the funds needed for this planning project from the BUILD grant, with no local match provided at this stage, making this response not applicable for this application.

We note that significant funding has been devoted to the planning and community engagement activities that have prepared the HEPMPO team for this Planning application, including $80,000 in the MPO's Section 5303 Metropolitan Planning funds $59,500 in local funds, and $10,000 in West Virginia Department of Transportation funds (totaling $149,500) thus far.

**Contingency Amount and Plan**
We have budgeted a low amount of 1.5% for contingency for design and engineering, as this planning budget was developed by professional engineering firms with direct experience in this project and similar projects, guided by WV Department of Transportation officials.

**Level of Design**
Preliminary concept design and community engagement completed.

**Cost Estimates**
These cost estimates were developed in late 2025 and early 2026 by professional engineering firms procured to conduct the concept planning and feasibility study for this project, as guided by MPO and State DOT officials.

**Cost Share**
N/A for this historically disadvantaged, rural community.

Hagerstown/Eastern Panhandle MPO

# WV PANHANDLE REGIONAL CONNECTOR PATH

## Application for U.S. DOT BUILD Planning Grant

February 2026

## Project Readiness

The design and engineering of this WV Panhandle REC Path project will be ready to move into implementation immediately upon BUILD award, and be completed within 18 months of a fully-executed grant agreement.

## i. Planning & Constructability

a. TIP/STIP: Projects are not programmed into the Hagerstown-Eastern Panhandle MPO's Transportation Improvement Plan (TIP) or the State of West Virginia TIP (STIP) until a dedicated federal funding amount has been committed. Upon announcement of a BUILD Planning award by U.S. DOT to HEPMPO for this project, HEPMPO assures, as the administering agency of the TIP, that funding will be programmed into the TIP/STIP as quickly as possible.

b. Consistency with Other Plans: This project is highly consistent with all the key plans developed by local and regional institutions, and highly supported by the public and leading organizations:

- This proposed WV Panhandle REC Path is strongly supported by many priorities in **HEPMPO's "Direction2050" Long Range Transportation Plan" (2023)** (see https://hepmpo.com/wp-content/uploads/2023/01/Direction_2050_HEPMPO_LRTP_FINAL.pdf), and specifically identified as a key project:
  - The LRTP identifies this project area as having a high growth rate and travel demand, high congestion rates, high crash rates, and an expected high growth rate through 2050) (pp. 10, 13, 19).
  - The LRTP calls for investments in active, non-motorized transportation (p. 32), including for multimodal access to jobs in the Charles Town/Ranson area covered by this project (p. 38), and for the tourism economy (p. 37). The LRTP specifically identifies this project as a top priority (p. 34).

- The **HEPMPO "Regional Bicycle and Pedestrian Plan"** (June 2023), which builds on **HEMPMO's 2016 Regional Bike Plan**, calls for the creation of this REC Path, and puts it at the highest levels of priority scoring in its regional analysis. See HEPMPO Bicycle and Pedestrian Plan_FINAL at pp. 32-33, 36-37. Likewise, the state's **"West Virginia Bicycle System Plan" (2017)** proposes this Panhandle Path. https://transportation.wv.gov/highways/Planning/statewide/Documents/West%20Virginia%20Statewide%20Bicycle%20System%20Plan%20-%20Final%20Report.pdf at p. 26.

- The **HEPMPO "Eastern Panhandle Transit Authority 2025 Transit Development Plan"** (July 2025) finds this project area to be one of the areas of highest transit gaps in the region, measuring current trips versus the transit potential population. See https://hepmpo.com/wp-content/uploads/2025/07/EPTA-TDP-Transit-Development-Plan_FINAL.pdf at pp. 38-39. The access and built-in transit bus facilities that this Panhandle REC Path will provide on the two public transit routes (EPTA Routes 16 and 20) that parallel the proposed facility route will help this transit population better reach these transit services.

- The **City of Ranson's "Plan 2034 Comprehensive Plan"** (2023) is fully reflective of the core goals of this Panhandle REC Path goal. The Ranson plan's top transportation goal is to "Improve and Expand Multimodal Transportation Options", its second is to "Maintain and Upgrade Vehicular, Pedestrian, and Bicycle Infrastructure", its third is to "Promote Active Transportation and Trail Connectivity; Expand the Network of Sidewalks, Bike Lanes, and Trails", its fourth is

to "Implement Green and Resilient Infrastructure for Stormwater Management in Transportation Planning", and its fifth is to "Foster Transportation Connectivity to Major City Features, including Potomac Marketplace and Getting Across the Railroad Tracks to the West and Across Route 9 to the East, Jefferson Medical, and the New Ranson Elementary School". This essentially describes the REC Path. See pp. 59-60 at https://ransonwv.gov/wp-content/uploads/2024/06/2024-2034-Comperhensive-Plan.pdf.

- Likewise, the **"Charles Town 2040 Historically Hip Comprehensive Plan"** (2017) calls for this trail connectivity with Ranson, describing the Augustine Trail that will connect to the REC Path at pp. 29, 30, & 117. https://cms2.revize.com/revize/charlestownwv/Documents/Government/Plans%20and%20Proposals/Comprehensive%20Plan/Comprehensive-Plan-Final-Reduced.pdf. This Charles Town comp plan draws on the **"Charles Town West End Master Plan and Brownfields Reuse Strategy"** (2015), and the **"City of Charles Town Walkability and Connectivity Study"** (2016).

- The **Jefferson County Comprehensive Plan 2045 (2025)** calls for investments in active transportation and the need to expand the trail network, noting the Route 9 bike and pedestrian path as a trunk line. Plan Goal 16 builds on this concept by expressing support for ongoing efforts to extend the Route 9 path to Charles Town and Ranson, which is the WV Panhandle REC Path proposed here.

- The **Jefferson County 2026 Parks & Recreation Master Plan** calls in its Priority Goal #2 to "create a 100-Mile 'Jefferson Connectivity' Trail Network" for "connecting the C&O Canal Towpath, the Appalachian Trail, and the Harpers Ferry National Park trail network to . . . the Route 9 Trail, and the Cities of Ranson and Charles Town", and specifically identifies this proposed Panhandle REC Path route as a priority. www.jeffersoncountywv.org/home/showpublisheddocument/12094/636193115742730000.

c. Freight Plans: This project area, at the juncture of two major freight rail lines owned and operated by Norfolk Southern and CSX rail, and WV Route 9 itself which is central to this project, are all part of a WV Critical Urban Freight Corridor. This PATH project will be an infrastructure project that contributes to the WV State Freight Plan's goal of maintaining multimodal infrastructure in a state of good repair, and to avoid unsafe rail crossings.

d. Property Acquisition / Right-of-Way (ROW): No acquisitions are needed for this planning process. For future construction, the bulk of the proposed trail route is already in the public rights-of-way, including state road ROWs and local road ROWs. HEPMPO and its consultants have already commenced identifying potential private ROWs that may need to be acquired, whether as temporary construction easements or small slivers of frontage easements. The most time-consuming aspect of this project will be the Right-of-Entry Agreement required with Norfolk Southern rail for the one overhead pedestrian bridge, the Right-of-Entry Agreement required with CSX rail for the improvement and use of the existing rail underpass facility, and the permit required from the WV Division of Highways for the highway pedestrian/bike bridge structure. Our planning budget incorporates professional ROW acquisition services including for these crossing facilities. No other special permits or approvals are expected to be needed.

e. Construction Techniques & Phasing: No unique construction techniques or non-standard project delivery methods are anticipated for this relatively simple and straightforward project. HEPMPO expects to aim for designs for the railroad and highway overpass bridges that incorporate prefabricated bridge elements and systems for accelerated bridge construction and cost savings.

**Proposed Schedule** – When this BUILD Planning Grant is announced for award, HEPMPO will immediately establish a Memorandum of Understanding with the West Virginia Division of Highways for WVDOH to administer the project. HEPMPO and WVDOH will also commence a competitive procurement for pre-construction service firm(s), with award subject to delivery of the BUILD award later. In this way, the planning phase of this WV Panhandle REC Path will be ready to immediately commence once HEPMPO receives a notice to proceed from U.S. DOT. Only design, engineering, and permitting will be funded with this BUILD. The project will proceed on these anticipated dates:

| | Calendar Year | 2026 | | | | 2027 | | | | 2028 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Calendar Quarter | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Project Activity | Grant Award | | | | | | | | | | | | |
| | HEPMPO enters MOU with WVDOT | | | | | | | | | | | | |
| | Project added to TIP/STIP | | | | | | | | | | | | |
| | Consultant RFP and Award | | | | | | | | | | | | |
| | Preliminary Design | | | | | | | | | | | | |
| | Environmental Review/NEPA/Section 106 | | | | | | | | | | | | |
| | Obtain right of entry agreements with railroads | | | | | | | | | | | | |
| | Local permits, NPDES permit | | | | | | | | | | | | |
| | Final Design | | | | | | | | | | | | |

ii. **NEPA & Permitting:**

a. NEPA Class of Action: This Panhandle REC Path project is fully expected to be categorically excluded from further NEPA analysis.

b. NEPA Status & Milestones: While HEPMPO is already underway with collaborative discussions with the WV DOT on NEPA, the process has not started. Project impacts of this straightforward trail process are expected to be minimal and only positive, including for the bridge structures over the Route 9 highway and Norfolk Southern rail line. There will be no known wetlands, historic sites, or other environmental assets touched by this project. There are no expected challenges to conducting this NEPA process, particularly as HEPMPO and WVDOT, who will coordinate management of this project, have worked together effectively on many NEPA projects.

c. Link to NEPA documentation: N/A

d. Reevaluation & Post-Approval Changes: N/A

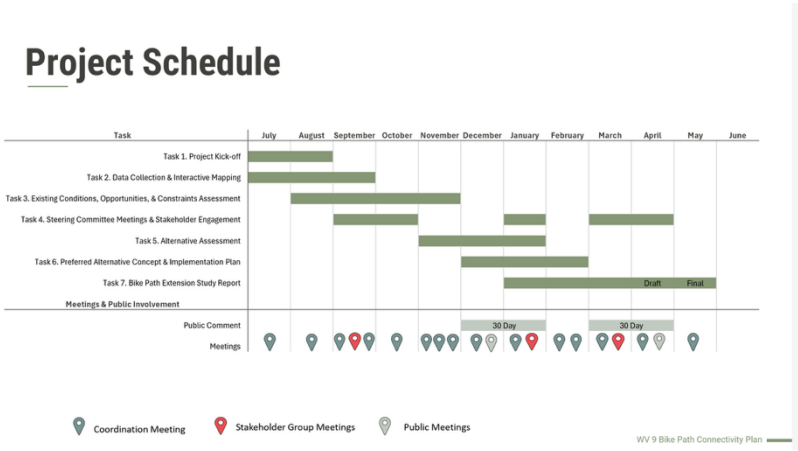
e. Permits & Approvals: This BUILD Planning process will involve coordinated work by HEPMPO, WV DOT and the consulting team to secure the following permits and approvals:

- Norfolk Southern, Right of Entry Agreement for overhead pedestrian bridge
- CSX, Right of Entry Agreement for upgrade of existing rail underpass
- WV Division of Highways, permit for overhead pedestrian bridge at Route 9
- NPDES permit for Construction Stormwater from the WVDEP
- NPDES permit for Construction Stormwater requirements from WV Department of Environmental Protection
- City of Ranson Planning Commission site plan approval

f. Coordination with DOT: U.S. DOT FHWA will be the federal lead agency for the NEPA process; at this stage, HEPMPO has not commenced the NEPA coordination process with FHWA, but is fully engaged with WV DOT and the cities of Ranson and Charles Town, WV on the preliminary design, the NEPA process, and community engagement.

iii. **Project Support:**

a. Public & Agency Involvement Process: While the NEPA engagement process has not commenced, there has been robust outreach and engagement with agencies in the state and region, and with the public including:




- A public process was kicked off in July 2025 with the formation of a 34-representative **REC Path Steering Committee** that met twice in late 2025 and includes eight WV DOT officials representing their planning, traffic, bicycle and pedestrian, economic development, and regional district offices; two FHWA-WV officials; two officials from the WV Region 9 Planning & Economic Development Council (LDD); officials from the cities of Ranson and Charles Town including mayors, councilmembers, city managers, directors of community & economic development, police departments, and planners; county commission and county planning officials; public school officials; business and development representatives; engineering firms; pedestrian and bicycle booster organizations; HEPMPO officials; and citizens.
- Three (3) **pubic and stakeholder convenings** were held over Fall/Winter/Spring of 2025-2026, to discuss project objectives, identify preferred potential path routes, to conduct a field tour, and conduct a charrette-style workshop to gain public and organization input on the preferred alternative route and approach for the Panhandle REC Path. These were noticed in local newspapers, announced in advance via two tv news stations, and via website and social media announcements.
- A **30-day public comment and input period** was opened, utilizing web-based communication, web surveys, and traditional and social media input requests in the Jefferson County region, in December 2025-January 2026.
- All of these activities included **provisions to accommodate the needs of persons with disabilities**, by holding public convenings in a fully ADA-compliant facility, and in accessible virtual interactions.

b. Public & Agency Involvement Results: The WV Panhandle REC Path is strongly and universally supported in the community and region. This includes support from the full 34-member Panhandle Path steering committee, unanimous votes by the city councils from both of the two main cities of Ranson and Charles Town (enclosed) where this project is located (in January-February 2026), and the lack of any opposition from the public, neighborhoods, or businesses whatsoever. Our WV state senator and WV state delegate back the project, as does our two U.S. Senators and U.S. Representative. WVDOT backs this project as well, a critical stakeholder. See the enclosed letters of support and commitment.

The main, significant comment and feedback is a desire by local officials particularly City of Ranson leadership for the scope of the Path to be much more extensive, with spurs off the main route, and creation an additional rail overpass to cross another location on the Norfolk Southern freight line that bisects that community, to reach future, projected growth and development areas. There were three

route options considered in the planning, feasibility, and public engagement process conducted since mid-2025, and many folks seek to have all three routes with their varying destination points planned and built. The HEPMPO team agrees on the need for more extensive trail spurs and destinations, but determined that the expanded scope and additional rail overpass bridge would be more extensive and more expensive than is prudent at this stage, and thus we kept the original main Path focus area as the current concept design, which was the most-endorsed route alternative backed by the public. The parties agreed that planning and feasibility analysis for Path spurs should and can take place with these planning dollars other funding sources in the future as these designated growth areas become more developed, and also that the parties would seek more significant contributions from the private sector development interests who aim to plan, build and grow in these future areas.

iv. **Risks & Mitigation:** For this stage of design, HEPMPO and its partners do not foresee any potential for material risks now (nor for construction in the future). There is strong consensus in the region on this relatively straightforward project, which does not have any expected impacts on environmental, historical, or community resources, and which will need minor ROW easements to be completed. The potential for material risks is further mitigated by the partnership which WV DOT is committed to enter with us as the MPO, bringing further managerial expertise and resources.

The only potential material risk to the Path project is if Norfolk Southern and/or CSX rail companies are difficult to reach, or if it is challenging to secure a Right of Access Agreement from either rail company. However, HEPMPO and WVDOT have significant experience in obtaining such agreements from both these rail companies, and we have already commenced coordination with both rail companies to move this project forward expeditiously. We will also be working closely with the U.S. congressional delegation for West Virginia to support this rail company collaboration. Note that HEPMPO does not expect to seek a waiver for domestic performance laws.

v. **Applicant Capacity Review:** HEPMPO has demonstrated capacity to manage federal funding, meet federal regulatory requirements, and successfully achieve project delivery (and certainly to incorporate this Panhandle Path project into the MPO's TIP and State TIP). **Roles & Responsibilities** will be split between HEPMPO (overall project supervision, stakeholder and public coordination, input on design documents) and the WV Division of Highways, which will enter into a Memorandum of Understanding with HEPMPO to lead management, contractor procurement, design and PS&E package oversight, ROW analysis and acquisition, environmental documentation, and compliance with federal regulatory requirements. The cities of Ranson and Charles Town will support public outreach and engagement on designs, and competitively procured contractors will do the heavy leg work on this path.

With solid experience in **managing federal funding**, HEPMPO has played lead role on three TIGER/RAISE/BUILD grants in the past three years – the $10.3 million RAISE for the Eastern Panhandle Rural Multimodal Transit Center; $20.8 million BUILD for Martinsburg Greenway Trail; and $2.8 million BUILD for the Washington County MD Transit Facility Expansion. HEPMPO has partnered with WVDOT to manage these projects, and complete project delivery milestones. HEPMPO has been in direct management of $2.7 million in federal transportation funding, and supported nearly $37 million in U.S. DOT competitive project awards in its jurisdiction. HEPMPO is fully experienced, particularly in MOU partnership with the WV Division of Highways which has an extensive list of accomplished projects, in ensuring compliance with all **federal (and state) requirements** for competitive contractor procurement, Buy America, ADA, and other applicable compliance requirements for such a planning and design project. HEPMPO controls the **regional planning process and TIP**, and WVDOT leads the STIP process, and both parties are committed to adding this project to the **TIP/STIP** promptly upon BUILD award.




# WV Panhandle REC Path

# Letters of Support

Senator Shelley Moore Capito*

Senator Jim Justice*

Representative Riley Moore*

West Virginia Department of Transportation, Secretary Todd Rumbaugh

West Virginia Economic Development Division, Deputy Director Todd Hooker

WV State Senator Jason Barrett, 16th District*

WV State Senator Patricia Rucker, 16th District*

WV State Delegate Joe Funkhouser, 98th District

WV State Delegate Wayne Clark, 99th District*

Hagerstown/Eastern Panhandle Metropolitan Planning Organization, Executive Director Matt Mullenax

WV Eastern Panhandle Regional Planning & Development Council, Executive Director Rachel Miller

Mayor Micheal George, City of Charles Town / with City Council resolution

Mayor Ken Suits, City of Ranson / with City Council resolution

Mayor Kevin Knowles, City of Martinsburg*

Jefferson County Commission, Administrator Edwina Benites

Berkeley County Commission, President G. Edgar Gochenour

Jefferson County Chamber of Commerce, Executive Heather McIntyre

Jefferson County Schools, Superintendent Dr. Chuck Bishop

Boys & Girls Club of the Eastern Panhandle, Executive Director Stacie Rohn*

Jefferson County Convention & Visitors Bureau, CEO Annette Gavin Bates

Jefferson County Parks & Recreation, Director Jennifer Myers

Panhandle Pedalers Cycling Club, President Jonathan Moss

*These letters will be submitted before March 13, 2026

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# WEST VIRGINIA
# DEPARTMENT OF TRANSPORTATION

1900 Kanawha Boulevard East • Building Five • Room 109
Charleston, West Virginia 25305-0440 • (304) 558-0444

Michael J. DeMers
Deputy Secretary of Transportation

Stephen T. Rumbaugh, P.E.
Secretary of Transportation
Commissioner of Highways


February 17, 2026

The Honorable Sean Duffy
Secretary
United States Department of Transportation
1200 New Jersey Avenue, Southeast
Washington, District of Columbia 20590

**Fiscal Year 2026 BUILD Grant Program**
**Panhandle REC Path Project**
**Berkeley County, West Virginia to Jefferson County, West Virginia**

Dear Secretary Duffy:

I write on behalf of the West Virginia Department of Transportation (WVDOT) to convey our support for a Better Utilizing Investments to Leverage Development (BUILD) Planning Grant from the United States Department of Transportation (USDOT) for the "Panhandle REC Path" project located in the eastern panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and safety.

WVDOT supports the BUILD Grant for this proposed Panhandle REC Path because it will connect gaps in major, multi-county regional trail systems stretching from the City of Charles Town, West Virginia through the City of Ranson, West Virginia to the City of Martinsburg, West Virginia, which are rural and historically disadvantaged, yet are also central in the fastest growing counties in the state and an economic engine for the larger region. We appreciate that our local leaders and regional transportation authorities are planning to better connect our communities with better transportation facilities like the Panhandle REC Path.

WVDOT supports Hagerstown Eastern Panhandle Metropolitan Planning Organization's (HEPMPO) application for a USDOT BUILD grant and urges you to give this application for planning resources your highest consideration. Should you have any questions or need additional information, please contact Mrs. Gehan Elsayed, P.E., Ph.D., Chief Engineer on Planning and Program Implementation, by phone at (304) 414-6912 or by email at Gehan.M.Elsayed@wv.gov.

Sincerely,

DocuSigned by:
0E3507D7B4484B4...

Stephen T. Rumbaugh, P.E.
Secretary of Transportation/
Commissioner of Highways

STR:Mm

cc: Mr. Matt Mullenax, Executive Director, HEPMPO

WEST VIRGINIA
Economic Development

1900 Kanawha Boulevard East
Building 3, Suite 600
Charleston, West Virginia, 25305
(800) 982-3386 • (304) 558-2234
westvirginia.gov

February 15, 2026

The Honorable Sean Duffy Secretary
U.S. Department of Transportation Washington, DC

Subject: West Virginia Division of Economic Development Supports the Panhandle REC Path Project

Dear Secretary Duffy:

I write on behalf of the West Virginia Division of Economic Development (WVDED) to convey our support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the eastern panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and safety.

WVDED supports the BUILD Grant for this proposed Panhandle REC Path as it provides recreational access to residents in the surrounding neighborhoods, which will in turn enhance tourism and economic growth in the area. We appreciate that our local leaders and regional transportation authorities are planning to better connect our communities with better transportation facilities like the Panhandle REC Path. We believe in supporting the growth and diversification of the economy in the eastern panhandle, which will assist the growth and economic recovery in all of West Virginia.

Our office is ready to engage with and support HEPMPO's application for a U.S. DOT BUILD grant and urge you to give this application for planning resources your highest consideration.

Sincerely,

Todd E. Hooker
Acting Deputy Director

**JOE FUNKHOUSER**
(304) 340-3310

**JUDICIARY**
COURTS
HOMELAND SECURITY

BUILDING 1, ROOM 150R
1900 KANAWHA BLVD., EAST
CHARLESTON, WV 25305-0470
JOE.FUNKHOUSER@WVHOUSE.GOV

# HOUSE OF DELEGATES
## WEST VIRGINIA LEGISLATURE

February 20, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

**Subject: Support for BUILD Grant Funding for the Panhandle REC Path Project**

Dear Secretary Duffy:

I write to convey my support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the legislative district I serve, in the eastern panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 24-mile transportation facility that boosts our economy and safety.

I strongly support these kinds of federal investments in West Virginia localities – projects that improve quality of life, protect our communities, and strengthen West Virginia's future. This particular transportation infrastructure investment will connect West Virginiana to jobs, health care, and education, delivering results for the people of the Mountain State.

I understand that the Hagerstown/Eastern Panhandle MPO has partnered with the WV Department of Transportation to submit a BUILD Planning Grant for $1.27 million, to get this project shovel-ready for implementation. I believe this is an important endeavor, and worthy of your highest consideration.

Sincerely,

Delegate Joe Funkhouser
98th District – Representing Jefferson County

cc: The Honorable Shelley Moore Capito, United States Senate
The Honorable Jim Justice, United State Senate
The Honorable Carol Miller, United States House of Representatives
The Honorable Riley Moore, United States House or Representatives
Matt Mullenax, Hagerstown/Eastern Panhandle MPO

**Hagerstown/Eastern Panhandle Metropolitan Planning Organization**
33 W. Washington St., 4th Floor, Suite 402, Hagerstown, MD 21740
Phone: 240-313-2080, Fax: 240-313-2084
www.hepmpo.net

February 18, 2026

The Honorable Sean P. Duffy
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

**Hagerstown/Eastern Panhandle Metropolitan Planning Organization (HEPMPO) Supports the Panhandle REC Path Project**

Dear Secretary Duffy:

I write on behalf of HEPMPO to convey our support for our BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the Eastern Panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and dim our prospects for economic vitality. The Panhandle REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and safety.

The Panhandle REC Path is our top active transportation priority by connecting Martinsburg in Berkeley County to Ranson and Charles Town in Jefferson County. This project addresses the highest active transportation demand and safety needs of our region. Our project's section of WV Route 9 is identified on our Region Safety Action Plan's High Injury Network and is a Critical Urban Freight Corridor in West Virginia DOT's State Freight Plan. Improving safety through this project supports U.S. DOT's National Roadway Safety Strategy and reduces risk for moving critical goods resulting from crash closures across the National Highway System.

The mission of HEPMPO is to provide a cooperative forum for regional collaboration, planning and public decision-making for short and long-term solutions that support mobility needs, economic development, environmental sensitivities, and multimodal connectivity for a safe, secure and efficient transportation system. We believe strongly in this critical project as it checks every box of our mission and builds upon prior planning work developed in our region.

Thank you for your consideration of this important transportation project in West Virginia.

Sincerely,

Matthew T. Mullenax
Executive Director

February 04, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

**Subject: Eastern Panhandle Regional Planning and Development Council (Region 9) Supports the Panhandle REC Path Project**

Dear Secretary Duffy:

I write on behalf of the Eastern Panhandle Regional Planning and Development Council (Region 9) to convey our support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the eastern panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and safety.

Region 9 supports the BUILD Grant for this proposed Panhandle REC Path because it is an integral portion of the planned 20-mile regional network of transportation facilities designed for recreational and commuter traffic within the Panhandle. We appreciate that our local leaders and regional transportation authorities are planning to better connect our communities with better transportation facilities like the Panhandle REC Path. We support the Panhandle Path because the proposed trail system is a multi-generational project that prioritizes enhanced safety for non-vehicular traffic, creating secure, accessible connections for pedestrians and cyclists of all ages. By linking core economic, civic, and educational hubs, the trail will drive investment, increase workforce mobility, and strengthen long-term economic resilience for the entire region.

This project is directly in line with the following strategies identified in the region's 2023-2027 Comprehensive Economic Development Strategy (CEDS), required by the US Economic Development Administration: Strategy 1.A.3: Promote downtown interconnectivity of walking and biking throughout the region and Strategy 3.B.3: Support initiatives for the development of outdoor recreation opportunities.

We support HEPMPO's application for a U.S. DOT BUILD grant and urge you to give this application for planning resources your highest consideration.

Sincerely,

Rachel Miller,
Executive Director
Eastern Panhandle Regional Planning and Development Council (Region 9)

cc: Matt Mullenax, Hagerstown-Eastern Panhandle MPO

# OFFICE OF THE MAYOR
## MICHEAL GEORGE

February 23, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

**Subject: City of Charles Town, WV Support the WV Panhandle REC Path**

Dear Secretary Duffy:

I write on behalf of the City of Charles Town, WV to convey the strong support of city leaders for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project. Our City Council voted unanimously for the attached resolution from January 2026 that calls for this BUILD project to move forward.

For many years, one of our city's clear, top priorities has been to enhance safety and connectivity for residents, workers, and tourists who visit this historically hip city and seek to access community anchors by walking, biking, and public bus transit. Charles Town has worked for over a decade with the City of Ranson and our MPO to create a pedestrian and bicycle trail network that connects downtown Charles Town with our neighborhood hubs, job centers, and heritage tourism attractions. This proposed WV Panhandle Regional Connector Path project will directly connect with Charles Town's main transportation connectivity project, the Augustine Trail which is now under construction. When complete, the REC Path will open access to a broader, 24-mile transportation trail network for the WV Eastern Panhandle region. This REC Path project will also allow safe crossing at a CSX freight rail line that runs through our community adjacent to downtown, and cuts off key anchor institutions such as the Boys & Girls Club and adjacent Ranson community anchors including the Civic Center and downtown Ranson.

As the greater Charles Town-Ranson community grows at a rapid rate, we want to ensure that our transportation infrastructure investments keep pace, so that our communities remain safe, accessible, and connected. I urge you to give this BUILD Planning Grant application your highest consideration.

Sincerely,

Micheal George
Mayor of Charles Town

cc: Matt Mullenax, Hagerstown/Eastern Panhandle MPO

101 E. WASHINGTON STREET, CHARLES TOWN, WV 25414
304-725-2311

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 IN SUPPORT OF APPLICATION FOR A U.S. DOT BUILD PLANNING GRANT FOR THE "PANHANDLE REC PATH" BICYCLE-PEDESTRIAN TRAIL PROJECT

**WHEREAS,** the City of Charles Town, WV seeks to create enhanced walkability, bikeability, connectivity, and safety on and around the streets and roads in the community; and

**WHEREAS,** the City of Charles Town seeks to continue its long collaboration with the City of Ranson and with the Hagerstown-Eastern Panhandle Metropolitan Planning Organization (HEPMPO) on connectivity; and

**WHEREAS,** HEPMPO, Charles Town and Ranson are already underway in collaboration on extending the existing WV Route 9 Trail into and through the Ranson and Charles Town communities, with a new and enhanced bicycle/pedestrian trail system that is now in the planning stage; and

**WHEREAS,** the envisioned "Panhandle Regional Connector Path" (Panhandle REC Path) will be a ~3.5-mile pedestrian/cycling trail that would connect the existing 10.5-mile "WV Route 9 Bike Path" at the north which travels up to the City of Martinsburg, through key routes and points in the City of Ranson, and through key routes and points in the City of Charles Town, where it will connect to the 4.2-mile Augustine Trail system in design and construction in Charles Town, resulting in an ~18 mile regional trail system that connects dozens of downtown hubs, anchor buildings, schools, tourism destinations, parks, and commercial and residential development areas; and

**WHEREAS,** the Charles Town portions of the Panhandle REC Path would connect key hubs and destinations including downtown businesses, the Old Opera House, the Boys & Girls Club, and the park system along Evitts Run Creek where it will connect with the planned Augustine Trail; and

**WHEREAS**, resources are needed to make the Panhandle REC Path project shovel-ready for future construction, including for additional planning, design, engineering, cost estimation, environmental and historic review, permitting, funding and financing plans, and construction bid documentation; and

**WHEREAS,** the U.S. Department of Transportation has a "Better Utilizing Investment to Leverage Development" (BUILD) grant that could cover such Panhandle REC Path planning and design, with a waiver of all non-federal match given that the project is located in a rural area with economic distress factors;

**NOW, THEREFORE LET IT BE RESOLVED,** that the City of Charles Town officially supports an application by HEPMPO, in partnership with the cities of Charles Town and Ranson, to seek a U.S. DOT BUILD Planning grant.

Adopted the 20th day of January 2026.

Attest:

Micheal George
Mayor

Brent Manuel
City Clerk

# City of Ranson

RANSON
AT THE CENTER OF OPPORTUNITY.

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 | Fax (304) 728-8579
Ken Suits, Mayor

**Council Members:**
**Andy Colandrea**
**Wesley Wildrick**
**Stephanie Fagan**
**Herbie McDaniel**
**Jaden Bound**
**Jaelyn Wratchford**


February 23, 2026

The Honorable Sean Duffy
Secretary, U.S. Department of Transportation
1200 New Jersey Ave. SE,
Washington, DC 20590

Subject: City of Ranson, WV Support the WV Panhandle REC Path

Dear Secretary Duffy:

I write on behalf of the City of Ranson, WV to convey the strong support of city leaders for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project. No community is more impacted than Ranson by the dangerous highway and rail crossings and inadequate transportation facilities that cut our people off from jobs, services and opportunities. That is why we are working closely with the Hagerstown/Eastern Panhandle MPO, and spending our own planning resources, to find solutions to these transportation barriers and gaps. The promise for economic and community revitalization that this envisioned Panhandle REC Trail will bring is why the Ranson City Council voted unanimously in February 2026 for the attached resolution that calls for this BUILD project to move forward.

For many years, one of our city's clear, top priorities has been to enhance safety and connectivity for residents, workers, and tourists who visit this growing community. The City of Ranson's "Plan 2034: Comprehensive Plan" (2023) is fully reflective of the core goals of this Panhandle REC Path project. The Ranson plan's top transportation goal is to "Improve and Expand Multimodal Transportation Options", its second is to "Maintain and Upgrade Vehicular, Pedestrian, and Bicycle Infrastructure", its third is to "Promote Active Transportation and Trail Connectivity; Expand the Network of Sidewalks, Bike Lanes, and Trails", its fourth is to "Implement Green and Resilient Infrastructure for Stormwater Management in Transportation Planning", and its fifth is to "Foster Transportation Connectivity to Major City Features, including Potomac Marketplace and Getting Across the Railroad Tracks to the West and Across Route 9 to the East, Jefferson Medical, and the New Ranson Elementary School". This essentially describes the REC Path.

As the greater Ranson-Charles Town community grows at a rapid rate, we want to ensure that our transportation infrastructure investments keep pace, so that our communities remain safe,

accessible, and connected. I urge you to give this BUILD Planning Grant application your highest consideration.

Sincerely,



Kenneth Suits
Mayor of Ranson

cc: Matt Mullenax, Hagerstown/Eastern Panhandle

# City of Ranson

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 | Fax (304) 728-8579

**Ken Suits - Mayor**

**Council Members:**
**Jaden Bound**
**Andy Colandrea**
**Stephanie Fagan**
**Herbie McDaniel**
**Wesley Wildrick**
**Jaelyn Wratchford**


**RESOLUTION 2026-01 SUPPORTING A REGIONAL CONNECTIVITY AND ECONOMIC DEVELOPMENT INITIATIVE THROUGH A U.S. DOT BUILD PLANNING GRANT APPLICATION FOR THE PANHANDLE REGIONAL CONNECTOR PATH**

**WHEREAS**, the City of Ranson, West Virginia seeks to enhance walkability, bikeability, connectivity, and safety throughout the community in support of quality of life, economic vitality, and sustainable growth; and

**WHEREAS**, investments in pedestrian and cycling infrastructure serve as economic development tools that improve access to jobs, support workforce mobility, strengthen downtowns, and increase the return on existing public and private infrastructure investments; and

**WHEREAS**, the City of Ranson has a longstanding collaborative relationship with the Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) and the City of Charles Town focused on improving regional transportation systems and community connectivity; and

**WHEREAS**, HEPMPO, the City of Ranson, and the City of Charles Town are currently collaborating on extending the existing WV Route 9 bicycle and pedestrian trail into and through the Ranson and Charles Town communities; and

**WHEREAS**, the envisioned Panhandle Regional Connector Path, known as the Panhandle REC Path, is a planned approximately five-mile pedestrian and cycling facility that will connect the existing 10.5 mile WV Route 9 Bike Path to the north with the 4.2 mile Augustine Trail system in Charles Town, resulting in an approximately 20 mile continuous regional trail network; and

**WHEREAS**, this regional trail system would connect downtown hubs, schools, parks, medical facilities, tourism destinations, commercial centers, and residential neighborhoods across multiple communities, enhancing regional access, workforce participation, and economic activity; and

**WHEREAS**, the Ranson portions of the Panhandle REC Path would provide direct connections to key destinations including Potomac Marketplace, Fairfax Crossing, Fairfax Boulevard, community schools, future neighborhood developments, downtown businesses, Jefferson Medical Center WVU Medicine, City Hall, and other community hubs; and

**WHEREAS**, the Panhandle REC Path is intended to leverage substantial prior investments in transportation, utilities, medical facilities, schools, commercial corridors, and residential development by improving connectivity, access, and market readiness across the region; and

**WHEREAS**, the Panhandle REC Path concept includes critical safety and access improvements such as a pedestrian bridge crossing of the Route 9 bypass in the vicinity of the Potomac Marketplace corridor and crossings of Norfolk Southern rail lines within the City of Ranson; and

**WHEREAS**, improving pedestrian and cyclist safety through planned infrastructure investments reduces long term public safety, emergency response, and infrastructure maintenance costs while supporting reliable access to employment, services, and commerce; and

**WHEREAS**, regional trail and connectivity projects of this scale are increasingly recognized as catalysts for private investment, tourism activity, business attraction, property value stabilization and growth, and long-term economic competitiveness in both rural and small urban communities; and

**WHEREAS**, advancement of the Panhandle REC Path aligns with the broader economic development and tourism strategies of the State of West Virginia and Jefferson County, where outdoor recreation, heritage tourism, and community connectivity are recognized as important contributors to local and regional economic growth; and

**WHEREAS**, the Panhandle REC Path represents a multi-jurisdictional infrastructure initiative that advances coordinated regional planning and maximizes the impact of federal investment across multiple communities; and

**WHEREAS**, additional planning and design work is necessary to advance the Panhandle REC Path to a shovel ready stage, including engineering, cost estimation, environmental and historic review, permitting, funding and financing strategies, and construction bid documentation; and

**WHEREAS**, the United States Department of Transportation offers a Better Utilizing Investments to Leverage Development (BUILD) planning grant program that may fund such activities, with eligibility for a waiver of nonfederal match requirements due to the project's rural location and economic distress factors; and

**WHEREAS**, advancing the Panhandle REC Path to a shovel ready stage represents a responsible and cost-effective use of federal planning resources by positioning the project for future construction funding, maximizing return on investment, and ensuring projects are strategically aligned prior to capital commitment; and

**WHEREAS**, the City of Ranson finds that advancing the Panhandle REC Path is consistent with adopted plans, regional transportation goals, and the long-term economic interests of the community;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Ranson formally supports and endorses an application by HEPMPO, in partnership with the City of Ranson and the City of Charles Town, to pursue a United States Department of Transportation BUILD Planning Grant for the Panhandle REC Path project; and

**BE IT FURTHER RESOLVED**, that the City Manager and City staff are authorized and directed to work collaboratively with HEPMPO, the City of Charles Town, the State of West Virginia, Jefferson County, and applicable funding and regulatory agencies to facilitate preparation and submission of the grant application, and to continue coordinated efforts necessary to advance the Panhandle REC Path to its next stage of development; and

**BE IT FURTHER RESOLVED**, that the City of Ranson affirms its commitment to working with regional partners and granting authorities to help realize this project as an infrastructure investment that supports economic growth, tourism, regional connectivity, and long-term community benefit.

Adopted the 3rd day of February, 2026.

Ken Suits, Mayor

Attest:

Darla Armstrong, City Clerk

Seal:



# JEFFERSON COUNTY COMMISSION

124 East Washington 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
*Jack Hefestay*

COMMISSIONER
*Mike Mood*

COMMISSIONER
*Steve Stolipher*


February 20, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

**Subject: Jefferson County Commission Supports the Panhandle REC Path Project**

Dear Secretary Duffy:

I write on behalf of Jefferson County Commission to convey our support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the Eastern Panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and safety.

Jefferson County Commission supports the BUILD Grant for this proposed Panhandle REC Path because we seek to connect local families to jobs, commercial areas, and educational facilities. Additionally, we seek to build the outdoor recreation and tourism economy of the Eastern Panhandle. We appreciate that our local leaders and regional transportation authorities are planning to better connect our communities with better transportation facilities like the Panhandle REC Path. We support the Panhandle Path because we are excited about the potential that this Path can create a continuous, 20-mile regional transportation system connecting the fastest-growing areas of West Virginia.

We support HEPMPO's application for a U.S. DOT BUILD grant, and urge you to give this application for planning resources your highest consideration.

Sincerely,

Edwina Benites-LM

Edwina Benites-LM
County Administrator

cc: Matt Mullenax, Hagerstown-Eastern Panhandle MPO


County Administrator
*Edwina Benites-LM*

# Berkeley County Commission

400 W. Stephen Street, Suite 201
Martinsburg, WV 25401
Phone: (304) 264-1923

www.berkeleywv.org

The Commission

G. Edgar Gochenour
R. Stephen Catlett
James P. Whitacre
H.D. Boyd
John Hardy

Gary A. Wine
County Administrator


February 12, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

**Subject: Berkeley County Commission Supports the Panhandle REC Path Project**

Dear Secretary Duffy:

I write on behalf of Berkeley County Commission to convey our support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the eastern panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and safety.

Berkeley County Commission supports the BUILD Grant for this proposed Panhandle REC Path because our mission is to enhance connectivity and quality of life for residents by supporting infrastructure that promotes safe, accessible, and sustainable transportation options. The County's Comprehensive Plan emphasizes the importance of trails, parks, and walkable communities to foster recreation, tourism, and economic development. We appreciate that our local leaders and regional transportation authorities are planning to better connect our communities with better transportation facilities like the Panhandle REC Path. We support the Panhandle Path because this project will eventually connect Charles Town and Ranson to the WV9 Path, creating a continuous route that links Berkeley County directly to these communities via the Route 9 Path Connection. This connection, which the Commission and City of Martinsburg are preparing to build from ERJ to War Memorial Park, will provide safe, non-motorized transportation options for families, commuters, and visitors. It aligns with our Comprehensive Plan goals to expand trail networks, encourage outdoor recreation, and improve pedestrian and bicycle safety throughout the County.

We support HEPMPO's application for a U.S. DOT BUILD grant and urge you to give this application for planning resources your highest consideration.

Sincerely,



G. Edgar Gochenour
President
Berkeley County Commission

44 Trifecta Place Suite 202
Charles Town, WV 25414

Phone: 304.725.2055
Fax: 855.420.7009

February 15, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

**Subject: Jefferson County Chamber of Commerce Supports the Panhandle REC Path Project**

Dear Secretary Duffy:

I write on behalf of the Jefferson County Chamber of Commerce to convey our support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the eastern panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and safety.

Jefferson County Chamber of Commerce supports the BUILD Grant for this proposed Panhandle REC Path because the Chamber believes it is important to connect local families to jobs, commercial areas, and educational facilities. We appreciate that our local leaders and regional transportation authorities are planning to better connect our communities with better transportation facilities like the Panhandle REC Path. We support the Panhandle Path because "we are excited about the potential that this Path can create a continuous, 20-mile regional transportation system connecting the fastest-growing areas of West Virginia".

We support HEPMPO's application for a U.S. DOT BUILD grant and urge you to give this application for planning resources your highest consideration.

Sincerely,

*Heather M. McIntyre*

Heather M. McIntyre
Executive Director
Jefferson County Chamber of Commerce

cc: Matt Mullenax, Hagerstown-Eastern Panhandle MPO

**The Chamber is a For-Purpose organization that promotes profitable and vital growth for its business members through dedicated collaboration, networking, marketing, membership events, and education.**

JEFFERSON COUNTY SCHOOLS

110 Mordington Ave.
Charles Town, W.Va. 25414
(304) 725-9741
www.jcswv.org

February 4, 2026

The Honorable Sean Duffy
Secretary U.S. Department of Transportation
Washington, DC

Subject: Jefferson County Schools supports the Panhandle REC Path Project

Dear Secretary Duffy,

I write on behalf of Jefferson County Schools to convey our support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the eastern panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and provide for safer travel within our community.

Jefferson County Schools supports the BUILD Grant for the proposed Panhandle REC Path because it will more easily connect local families to jobs, commercial areas and our education facilities within the county. Additionally, the Path will provide a safe, alternative means to transportation within our community. We appreciate that our local leaders and regional transportation authorities are planning to better connect our communities with improved transportation facilities like the proposed Panhandle REC Path. We are excited about the potential to create a continuous, 20-mile regional transportation system connecting the fastest-growing areas of West Virginia

We support HEPMPO's application for a U.S. DOT BUILD grant, and urge you to give this application for planning resources your highest consideration.

Sincerely,

Dr. Chuck Bishop
Superintendent

304-535-2627
WhereAlmostHeavenBegins.com

Jefferson County
CONVENTION AND VISITORS BUREAU

37 Washington Court
Harpers Ferry, WV 25425



February 13, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

**Subject: Jefferson County CVB Supports the Panhandle REC Path Project**

Dear Secretary Duffy:

I write on behalf of the Jefferson County CVB to convey our support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the eastern panhandle of West Virginia, just outside the Baltimore-Washington metropolitan area. This fast-growing region seeks to connect business, educational, civic, and tourism hubs, but our transportation facilities have serious gaps that pose major safety risks and that dim our prospects for economic vitality. This REC Path planning project will lead to a shovel-ready, 20-mile transportation facility that boosts our economy and safety.

Jefferson County CVB supports the BUILD Grant for this proposed Panhandle REC Path because tourism is the number one industry in our county and Jefferson County has the highest visitor spend of any county in the state at $916 million of the $6.6 billion for the whole state. Furthermore, the interest in outdoor recreation has peaked over the years and surpassed all the other tourism segments. This data has influenced our robust marketing strategy therefore establishing a strong positive economic impact for our partners and communities.

We appreciate that our local leaders and regional transportation authorities are planning to better connect our communities with better transportation facilities like the Panhandle REC Path. We support the Panhandle Path because the potential that this Path can create a continuous, 20-mile regional transportation system connecting the towns, the business partners, and these communities in the fastest-growing areas of West Virginia will bring the communities together and provide an incredible positive experience for the visitors.

We support HEPMPO's application for a U.S. DOT BUILD grant and urge you to give this application for planning resources your highest consideration.

Respectfully,

Annette Gavin Bates, CEO
Jefferson County CVB
Annette.gavin@jccvb.com
304-279-3637

cc: Matt Mullenax, Hagerstown-Eastern Panhandle MPO

Jefferson County Parks & Recreation

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

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

Subject: Jefferson County Parks and Recreation Supports the Panhandle REC Path Project

Dear Secretary Duffy:

On behalf of Jefferson County Parks and Recreation, I am pleased to express our strong support for HEPMPO's application for a U.S. Department of Transportation BUILD Planning Grant for the "Panhandle REC Path" project in the Eastern Panhandle of West Virginia.

Jefferson County Parks and Recreation is dedicated to enhancing the quality of life for our residents by providing accessible parks, trails, programs, and recreational opportunities that promote health, wellness, and community connection. As one of the fastest-growing regions in West Virginia, our county faces increasing demand for safe, accessible transportation and recreation infrastructure that connects neighborhoods, schools, parks, businesses, and civic destinations.

While this project is being led by our regional transportation partners, the Panhandle REC Path strongly aligns with our mission and long-term vision for expanded trail connectivity and safe active transportation options throughout the county. Too many families, students, and workers currently lack safe opportunities to walk or bike between key destinations. The proposed 20-mile regional corridor would help close critical transportation gaps while supporting outdoor recreation, economic vitality, and overall community well-being.

We appreciate HEPMPO's leadership in advancing this important planning effort and believe the Panhandle REC Path will serve as a transformative regional asset. Jefferson County Parks and Recreation fully supports this application and respectfully urges you to give it your highest consideration.

Sincerely,

Jennifer Myers

Jennifer Myers
Director

cc:  Matt Mullenax, Hagerstown-Eastern Panhandle MPO

February 15, 2026

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
Washington, DC

**Subject: Panhandle Pedalers Cycling Club Supports the Panhandle REC Path Project**

Dear Secretary Duffy:

I write on behalf of Panhandle Pedalers Cycling Club (PPCC) to convey our enthusiastic support for a BUILD Planning Grant from the U.S. Department of Transportation for the "Panhandle REC Path" project located in the eastern panhandle of West Virginia

As the only organized cycling club serving the Eastern Panhandle of West Virginia and the Western Panhandle of Maryland, PPCC actively promotes safe, accessible bicycling opportunities for riders of all ages and abilities. The proposed Panhandle REC Path directly aligns with PPCC's mission to foster a culture of cycling and active transportation throughout the region.

Safety remains one of the most significant barriers to expanding bicycle use in our region. Many residents are deterred from cycling due to narrow, high-speed local roads that lack dedicated facilities. The Panhandle REC Path represents a critical step toward addressing these safety concerns while improving connectivity between our communities.

PPCC members regularly incorporate the existing WV Route 9 path into weekly rides. Extending the network of separated, car-free paths will create new options for recreation, commuting, and group activities, while encouraging more residents and visitors to experience cycling in a safe and welcoming environment.

We view this project as an important investment in public safety, health, and community vitality, and we are proud to offer our strong support for HEPMPO's application for a U.S. DOT BUILD grant, and urge you to give this application for planning resources your highest consideration.

Sincerely,
Jonathan Moss
President of the Panhandle Pedalers Cycling Club

cc: Matt Mullenax, Hagerstown-Eastern Panhandle MPO

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Proclamation
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2145: Proclamation - Wreaths Across America

**ATTACHMENTS:**

- Wreath Across America Proclamation.pdf

REMEMBER HONOR TEACH
WREATHS across AMERICA

# PROCLAMATION

Designating December 19, 2026 - National Wreaths Across America Day

**WHEREAS**, Wreaths Across America is a national nonprofit organization founded in 2007 to continue and expand the annual wreath-laying ceremony at Arlington National Cemetery begun by Maine businessman Morrill Worcester in 1992.

**WHEREAS**, Wreaths Across America's mission is to REMEMBER the fallen, HONOR those who serve, and TEACH the next generation about the true cost of freedom.

**WHEREAS**, Wreaths Across America is made up of more than 4,900 participating locations across the country run by dedicated volunteers looking to share the mission to Remember, Honor, and Teach, through annual wreath-laying ceremonies each December and awareness and education events throughout the year.

***NOW, THEREFORE***, I, MICHEAL GEORGE, MAYOR, CHARLES TOWN, WV, do hereby proclaim December 13, 2025, as **NATIONAL WREATHS ACROSS AMERICA DAY** in the city of CHARLES TOWN and extend thanks and appreciation to our veterans and Gold Star Families for their service and sacrifice and to Wreaths Across America for bringing this honor to our community.

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the Seal of the CITY OF CHARLES TOWN to be affixed this November 16, 2026

_____
Micheal George, Mayor

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Ordinance
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2147: Article 1759 Vacant Buildings Discussion

**ATTACHMENTS:**

- 2026-003 - Article 1759 Vacant Buildings - signed.pdf

# ARTICLE 1759
# Vacant Buildings

1759.01 PURPOSE AND SCOPE.

(a) This Article is enacted pursuant to W. V. Code Chapter 8, Article 12, Section 16c for the purpose of ensuring that each Vacant Building in the City is properly monitored and maintained so as to provide for public health, safety, and welfare, This article provides for registration and inspection of Vacant Buildings.

(b) The City finds and determines that vacant structures within the City can create dangerous conditions when left unmonitored and contribute to additional expenditures of public funds due to responses to complaints occurring at such properties, inspection of such properties in response to service calls and to ensure safety of entrants including building officials; fire protection officers; and law enforcement officers; and that a regular program of registration, inspection, and monitoring of vacant structures is essential to limit harm and expense to the public from such vacant structures.

(c) The City estimates its annual costs of administering a registration program for vacant structures, excluding inspections, at $100.00 per structure due to staff time involved in processing and reviewing applications and addressing property owner questions

(d) The City estimates that its annual cost of monitoring property that is not well-maintained exceeds the cost associated with well-maintained or occupied structures due to increased dangers to entrants, increased need to issue notices of violation or citations to address issues at the property, increased likelihood of the need to obtain entry and inspection of the property, increased likelihood of the need to take direct action at the expense of public funds to correct dangerous conditions at the property or to demolish the structure if it cannot be rehabilitated, and that such costs increase each year the structure remains vacant and unmaintained or poorly maintained.

(e) It is the intent of this article that, through a registration, inspection, and monitoring process, and other improved public safety efforts, vacant buildings will be kept weather tight and secure from trespassers, will provide safe entry to police officers and firefighters in times of emergency, will not impede private and/or public efforts to rehabilitate or maintain surrounding properties, and will not otherwise present a public hazard.

(f) It is the city's further intent for the provisions of this article to streamline and consolidate the existing procedure (that is, complaint, research, notification, inspection, orders, fines, liens, appeals and lien enforcement) by placing the responsibility to register and maintain a vacant structure on the owner of a building

before a condition of the building falls into disrepair or otherwise necessarily warrants a complaint.

1759.02 DEFINITIONS.

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

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

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

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

(d) "Certified Mail" means U.S. certified mail, return receipt requested, addressed to: (i) in all cases except where a Non-resident Owner has designated a Local Agent pursuant to Section 1759.03(c) of this Article, the name and last known address of the Owner according to the records of the Jefferson County Tax Office; and (ii) in the case where a Non-resident Owner has designated a Local Agent pursuant to Section 1759.03(c) of this Article, the name and address of the designated Local Agent. Service of notice or process by Certified Mail shall be deemed made upon delivery, as evidenced by the return receipt.

(e) "Commercial Building" means Any structure used or intended to be used in whole or in part for purposes other than residential purposes on which the property user or employees are engaged in work for which it is intended that compensation be received for goods or services. Examples include, but are not limited to, offices, retail shops, restaurants, service establishments, wholesales, warehousing, and production of goods. In order to be a commercial building for the purposes of this ordinance, the business use or activity must be at a scale greater than a home occupation. In the event of any discrepancy concerning a building's particular use, the Code Official shall determine the use.

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

(g) "Occupied" means any building or structure in which one or more persons conduct business in compliance with all applicable laws and regulations, or using the building as their residence on a permanent, non-transient basis, or a combination of these. For purposes of this article, evidence evaluated For purposes of this article, evidence evaluated

to prove that a building is occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer services; a valid City business license, and/or the most recent, federal, state or City income tax statements indicating that the subject property is the official business or residence address of the person or business claiming occupancy; or proof of bona fide pre-rental inspection, pursuant to Article 136 of the City of Charles Town's Codified Ordinances. No portion of this definition shall exempt a building from the registration, fee, or other requirements of this article when it meets the definition of a *Vacant building.*

(h) "Owner" means a person who individually or jointly with others:

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

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

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

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

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

(i) "Staff" means the City's Code Official and any of his or her staff or other City employees to which the Code Official delegates duties.

(j) "Vacant Building" means any building on a parcel of real property that:

(1) Is unoccupied

(2) Is unsecured and occupied by one or more unauthorized persons; or

(3) Any unoccupied first floor commercial space in a mixed use building

(4) Is without continuous utility service evidencing actual use of water, sewer, electric, and/or gas service to the building for a period exceeding 30 days for commercial buildings and exceeding 90 days for residential structures;

(5) Is a commercial building at which substantially all lawful business operations have ceased for at least 90 days.

(6) Notwithstanding anything to the contrary above, the term vacant building does not include any new building under construction with a valid building permit in which the work is proceeding on schedule with the appropriate inspection requests, and prior to the issuance of a certificate of occupancy for that building. When this Article refers to a Vacant Building with respect to filing a lien thereon, or registering the same in the Vacant Buildings Registry, or otherwise as the context requires, such reference shall include the real property upon which the Vacant Building is located.

(k) "Code Official" means the City Code Official designated under Article 1705 of the Codified Ordinances or his or her designee.

1759.03 REGISTRATION OF VACANT BUILDINGS

(a) Registry. There shall be established and maintained a Vacant Buildings Registry, in which all Vacant Buildings in the City shall be registered.

(b) All owners of realty within the City that contains a vacant building shall register each vacant building with the City's Code Official or designee within 30 days after the building meets the definition of a vacant building and on each subsequent July 1 when a vacant building is present on the owner(s)' property.

(c) Registration is required no less than annually, and at the time the vacant building is registered, the registration form must meet all requirements of this article in order to be processed. The registration form shall require information from the registrant deemed necessary by the Code Official and City Police Chief, to ensure that the purpose of this article is met. The contents of the form shall enable City officers to determine the structural integrity of the building, any repairs necessary to ensure its structural integrity, that it will be safe for entry, and that the building and its contents do not present a hazard to the public. The above-named officers, or their designees, shall have the authority to issue orders to the owner or owner's local agent for corrective action deemed necessary. The Code Official shall rely upon the West Virginia State Building Code and Fire Codes, as adopted by the City, as well as other applicable law, for guidance during any structural review. A building will remain on the vacant registry until it meets the definition of occupied.

(d) Registration statement. A registration statement in the form prescribed by the City must be filed by the owner or owner's local agent for all vacant buildings. Registration and payment of fees does not exonerate the owner, agent or responsible party from penalties for failure to comply with any building, housing, or fire code requirement. One registration statement may be filed to include all vacant buildings of an owner, but a separate fee is assessed for each vacant building. The owner(s) of the property on which a vacant building exists at the time registration is required shall be responsible, jointly and severally, for payment of the non-refundable registration fee; provided, that the City may not collect any amount exceeding the total prescribed fee.

(e) Fees. The fee shall be due upon delivery of an invoice by the City, in the following amount for each vacant building:

(1) No fee for properties that are vacant for less than one year;

(2) One hundred dollars for each year the property is vacant more than one year and has been inspected by the Code Official and determined to be in compliance with all applicable safety and property maintenance codes and to not to constitute a hazard to entrants or the surrounding area. The determination by the Code Official will consider exterior maintenance and major systems along with the vacant building and be made in their discretion and pursuant to applicable law, will

be issued to a property owner in writing stating the date or dates for which the determination is valid, and is referred to in this article as a "compliance determination." In order to qualify for this fee schedule, the compliance determination must be obtained within the first year on the registry.

(3) After the first year, five hundred dollars per year for each year that a property is (i) vacant and (ii) does not have a valid compliance determination for a time period of at least one year but less than five (5) years; and

(4) Four thousand dollars for properties that are (i) vacant and (ii) do not have a valid compliance determination for a time period of at least five years, plus an additional $1,000.00 for each year in excess of five years.

(5) For all vacant properties located within the Historic Overlay District as defined in the City of Charles Town Zoning Ordinance codified at Article 1321 of the City Code, the above fees shall be doubled.

(6)) For purposes of this section, a year shall be measured from the date that Staff determines that the property is vacant and requires registration.

(f) Local Agent. If the owner of property on which a vacant building exists does not certify on the registration form that the owner is a resident of the state and capable of accepting service of process related to the vacant building, the registration statement also shall provide the name and address of a person who resides within the state and who is authorized to accept service of process on behalf of the property owners and who shall be designated as a responsible local agent for purposes of notification in the event of an emergency affecting the public health, safety or welfare and for purposes of service of any and all notices or registration statements related to the vacant building.

(g) Change In Ownership. A change in ownership of a vacant structure shall not remove the vacant structure from the vacant properties registry or from the requirements of this article. Fees arising under this article shall continue to accrue at the applicable rate until the structure either no longer constitutes a vacant structure or qualifies for an exemption, all transfers of ownership notwithstanding. All fees arising under this article shall run with the property and failure to pay such fees may result in the city filing a lien that attaches upon the property. No vacant property may be sold, mortgaged, or otherwise transferred until the owner of such vacant property provides to the Code Official a signed and notarized statement from the prospective grantee, transferee, or mortgagee acknowledging the vacant status of the property and fully accepting the responsibility to comply with the provisions of this Ordinance.

(h) Removal from Registry. In the event a Building in the Vacant Buildings Registry becomes lawfully occupied or is removed from the subject real property, the Owner of the Building is required to provide to the Vacant Buildings Official a written notice explaining the situation, together with evidence thereof (such as a copy of a lease of the property, photographs of demolition, etc.), and requesting removal of the Building from the Vacant Buildings Registry. Upon Staff's verification of lawful occupation or removal of the Building, the Building shall be removed from the Vacant Buildings Registry. In the event Staff is

unable to verify lawful occupation or removal of the Building, the Vacant Buildings Official shall notify the Owner of the Building in writing by Certified Mail or Alternative Means that Staff has determined that it is unable to verify lawful occupation or removal of the Building and that the Building shall continue to be considered a Vacant Building and remain registered in the Vacant Buildings Registry.

1709.04 ENFORCEMENT

(a) The City may take the following actions in order to collect any registry fees and costs reimbursable to the City that are not paid in full within thirty (30) days of when due

(1) After providing the Owner the notice specified below, file in the Office of the Clerk of the County Commission of Jefferson County a lien against the Vacant Building for the full amount of the delinquent registry fees and reimbursable costs, plus filing fees. Prior to filing such lien, the Vacant Buildings Official shall notify the Owner of the Vacant Building in writing by Certified Mail or Alternative Means of Service that the City may file said lien unless all delinquent amounts are paid by a date stated in the notice, which stated date shall be no less than thirty (30) days following the date on which service of the notice is deemed made under Section 1759.02(a) or Section 1759.02(d), as the case may be.

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

(b) A registry fee paid shall be refunded if, on timely appeal, Staff's determination requiring registration as a Vacant Building is reversed.

(c) Publication. The city may, from time to time and in its reasonable discretion, publish or disclose certain information contained in the vacant property registry, including, but not limited to:

(1) General demographic information about vacant structures registered on the vacant property registry;

(2) The address of vacant structures on the vacant property registry;

(3) The owners of each vacant structure;

(4) The amount of time any vacant structure has been on the vacant property registry; and

(5) The amount of any delinquent fees due under this article, or otherwise due city (e.g. refuse or fire fees) for any vacant structure.

1759.05 MAINTENANCE OF VACANT BUILDINGS.

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

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

(c) Alternative Enforcement. Nothing in this Section 1759.05 shall be considered to affect or limit the City's authority or actions to enforce any other provisions of the Codified Ordinances pertaining to a Vacant Building or its condition, including without limitation provisions of Articles 1101 and 1705.

1759.06 RIGHT OF APPEAL; WAIVERS.

(a) Appeal. A property owner may challenge any determination made as to the property owner's vacant building or vacant property pursuant to this article by filing an administrative appeal with the City Council on forms to be prescribed by the City.

The appeal must be filed within ten days of delivery of notice of the determination challenged and shall describe with particularity all objections thereto. The burden of proof shall be on the property owner to show objective proof of occupancy as defined in this article specifically that the determination was incorrect and contrary to law, in whole or in part. The City Council or its designee shall review the appeal and provide for any necessary hearing, which will be conducted in conformance with the Section 7 of the Waiver Procedures adopted pursuant to this ordinance. The Council shall render a decision on the appeal and notify the property owner within 30 days of the hearing of such decision in writing. During the pendency of the administrative appeal, any time period given to the property owner to take corrective action shall be tolled, and the City shall not take any action to enforce the determination subject of the appeal except to address an emergency condition presenting an imminent danger to the life, health, or safety of the public. The City Manager may prescribe regulations and forms as necessary to implement the provisions of this section. Any property owner whose appeal is denied, in whole or in part, may file an appeal to the Jefferson County Circuit Court within 30 days of the date the decision on the appeal is issued.

(b) Waiver of Fees. The Owner of a Vacant Building may submit in writing to the Vacant Buildings Official, for presentation to and consideration by City Council, a request for exemption from payment of fees of such Vacant Building on the Vacant Buildings Registry due to inability to occupy the Building for a determinate period of time ,stating the reasons and time period for which the building cannot be occupied. City Council shall consider the request in accordance with the rules and regulations adopted pursuant to this Ordinance. After being granted such a waiver pursuant to the provisions of this section, a property may not seek another exemption until the passage of three (3) years.

1759.07 EXPENDITURE OF FEES.

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

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

(b) To monitor and administer this Article; and

(c) To repair, close, or demolish a vacant structure as authorized by 1759.05 of this Article.

1759.08 PENALTY

(a) Any person who fails to comply with the provisions of this article, or fails to take the corrective action required by this article, shall be guilty of a misdemeanor, punishable by a fine of no more than $500.00. Each day that a violation continues shall be deemed a separate offense.

(b) Any person who interferes with or fails to allow inspection of a property subject to inspection under this article shall be guilty of a misdemeanor, punishable by a fine of no more than $500.00. Each day that a violation continues shall be deemed a separate offense.

(c) Any person who fails to comply with an order issued by an official having authority to make such order under this article shall be guilty of a misdemeanor, punishable by a fine of no more than $500.00. Each day that a violation continues shall be deemed a separate offense.

(d) Any person found guilty of a second violation of this article within any 12-month period shall be subject to a fine of no less than $250.00 nor more than $500.00 for such offense.

(e) Any person found guilty of a third violation of this article within any 12-month period shall be subject to a fine of $500.00 for such offense.

1759.09 SEVERABILITY.

If any provision of this Article is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and shall be construed, to be separate and severable. (Ord. 2024-004. Passed 5-6-24.)

1759.10 RELATION TO CODES AND OTHER LAWS

It is understood that the intent and purpose of this Article are separate and distinct from other parts and sections of the Codified Ordinances of the City of Charles Town and the general laws of the State of West Virginia which may be applicable. The provisions of this section are applicable to the owners of such vacant buildings as set forth herein and are in additional to and not in lieu of any and all other applicable provisions of this chapter, health and sanitation code, and any other applicable provisions to the City of Charles Town Municipal Code.

1759.11 TRANSITION PROVISIONS.

All registry fees, fines, penalties, liens, notices, letters, communications, orders, remedies, or other enforcement actions assessed, charged, imposed, placed, filed, issued, or otherwise instituted or taken under any prior version of this Article shall remain fully effective and enforceable notwithstanding the revision of this Article and nothing herein shall be deemed to modify, negate, limit, or otherwise affect such items.

First Reading: June 1, 2026

Passed on Second Reading: July 20, 2026

Micheal George
Mayor

Carolyn Vezzosi
Deputy City Clerk

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2154: ClearGov Software Presentation

**ATTACHMENTS:**

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2157: Transfer of Shenandoah Cable Television Franchise Agreement to Shentel Assest Identity I

**ATTACHMENTS:**

- Charles Town WV - Shentel Franchise Assignment Notice_ck.pdf

SHENTEL®
Always connected to you

11/13/2026

Mrs. Grove
City Attorney
City of Charles Town
101 East Washington Street
Charles Town, WV 25414

**Re: Shenandoah Cable Television, LLC; Notice of Assignment of Franchise to Wholly Owned Affiliate.**

Dear Mrs. Grove:

Please be advised that Shenandoah Cable Television, LLC ("Shentel Cable") requests the consent of the City of Charles Town regarding the assignment of Shentel Cable's cable franchise agreement dated September 2, 2020, by and between Shenandoah Cable Television, LLC ("Shentel") and the City of Charles Town, West Virginia, to Shentel Asset Entity I, LLC ("SAE"), a wholly-owned affiliate of Shenandoah Cable Television's parent company, Shenandoah Telecommunications Company, effective October 2, 2026. The assignment of the franchise coincides with the transfer of the underlying system assets to SAE.

The assignment does not change control of Shenandoah Cable Television, LLC and there is no change to the existing management team or employee teams responsible for operating the system. SAE has accepted and assumes all duties, responsibilities, and obligations under the current franchise agreement and will continue to operate the cable system without interruption and in full compliance with the current franchise agreement.

We are also giving notice that our contact information in Section 14.11 of the Franchise Agreement should be deleted in its entirety and replaced with the following:

Shentel Asset Entity I, LLC
500 Shentel Way
Edinburg, VA 22824
Attn: VP, Industry Affairs & Regulatory

Should you have any questions, please do not hesitate to contact me at (540) 984-5187.

Sincerely,

Chris Kyle

Chris Kyle
VP, Industry Affairs & Regulatory

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Information Only
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2173: December Holiday Council Schedule - Proposed Cancellation of December 21st Council Meeting

December Holiday Council Schedule - Proposed Cancellation of December 21st Council Meeting

## Proposed Motion:

**ATTACHMENTS:**

- 2026_Council_Meeting_Schedule.pdf

# CHARLES TOWN CITY COUNCIL
# 2026 MEETING SCHEDULE

All regular meetings are held in the Council Chambers located at
101 E. Washington Street, Charles Town, WV 25414.
All meetings begin at 7:00 p.m.

Monday, January 5
Tuesday, January 20*
Monday, February 2
Tuesday, February 17*
Monday, March 2
Monday March 16
Monday, April 6
Tuesday, April 21**
Monday, May 4
Monday, May 18
Monday, June 1
Monday, June 15
Monday, July 20
Monday, August 3
Monday, August 17
Tuesday, September 8*
Monday, September 21
Monday, October 5
Monday, October 19
Monday, November 2
Monday, November 16
Monday, December 7
Monday, December 21

APPROVED

* When a regularly scheduled Monday meeting falls on a holiday or observed holiday, the meeting will be held the following day, on Tuesday, at 7:00 p.m.

**Per State Code, the City Council must lay the levy on the third Tuesday in April, Council normally elects to meet on Tuesday to conduct regular business and lay the levy at the same time.

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Information Only
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2174: HdL Services Overview

HdL Services Overview

**ATTACHMENTS:**

- HDL Administrative Services Summary.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

# HDL Administrative Services

## Overview

HDL will provide administrative support, tax and license administration, auditing, collections, and customer service across multiple city revenue programs. These services will expand the City's collection capabilities, improve compliance, and provide access to resources and technology beyond what the City could reasonably maintain in-house.

## 1. Business and Occupation (B&O) Tax and Business License Administration

- **Annual Mailings and Collections:** Administer annual business license and B&O tax return mailings, collect payments, and coordinate information with the City.
- **HDL Flex File Website:** Provide an online platform that mirrors the City's web pages and allows businesses to:
  - Pay online.
  - Renew business licenses.
  - File B&O tax returns.
- **License Compliance:** Follow current City Business license renewal policies and coordinate with Zoning when new businesses within the City limits are opening.
- **State Threshold Requirements:** Implement the new State policies regarding the $2,500 threshold for business licenses and B&O taxes.
- **Delinquent Account Follow-Up:** Make up to six collection attempts for delinquent accounts. Accounts with no response after the sixth attempt will be referred to the collections department, at which point the 50% collection fee will apply.
- **Auditing and Accuracy:** Review B&O tax filings and business licenses for accuracy and compliance.
- **Business Visits:** Conduct in-person visits to businesses within City limits as needed.
- **Contractor Reviews:** Regularly review general contractor subcontractors to identify potential unreported business activity and improve compliance.
- **Existing Enforcement Procedures:** Incorporate the City's current collection process, including assessments and subpoenas, into the delinquent account follow-up process.
- **Legal Enforcement Support:** Assist the City with filing injunctions through the Jefferson County Circuit Court when necessary.

## 2. Hotel/Motel Tax Administration

- **Monthly Tax Administration:** Administer monthly hotel/motel tax returns and payments.
- **Online Payments:** Provide online filing and payment through HDL Flex File.
- **Auditing:** Review returns for accuracy and compliance to help ensure the City receives the revenue due.

## 3. Short-Term Rental Tax Administration

- **Monthly Tax Administration:** Administer monthly short-term rental tax returns and payments through the online platform.
- **Online Payments:** Provide a convenient online payment process for short-term rental operations.
- **Compliance Auditing:** Crosscheck City addresses against publicly available short-term rental websites to identify potential unregistered or noncompliant rentals.
- **Code Enforcement Coordination:** Coordinate with the City's Code Enforcement Officer regarding rental registration and compliance.

## 4. Utility Tax Administration

- **Monthly Administration:** Administer monthly utility tax returns and payments.
- **Online Payments:** Use HDL Flex File to provide an online filing and payment option.
- **Accuracy Reviews:** Check returns for accuracy and compliance.

## 5. Court Payment Plan Collections

- **Existing Delinquent Balances:** The City currently has more than $100,000 in delinquent court payment plans.
- **Skip Tracing Resources:** HDL can use skip tracing resources to help locate individuals who have moved without leaving a forwarding address.
- **Expanded Collection Capabilities:** Provide collection resources and processes beyond what the City currently has available.
- **Improved Recovery Potential:** Support efforts to recover outstanding court-related balances and improve collection follow-through.

## 6. Customer Service and Technology

- **Business-Friendly Approach:** HDL emphasizes customer service and educating taxpayers and businesses about their obligations.
- **Centralized Database:** HDL's database can generate reports and queries to support City operations.
- **Revenue Reporting:** Generate reports to monitor payments, collections, and other revenue activity.
- **Community Outreach:** Use the database to identify businesses for targeted notifications. For example, the City could notify businesses that paving work is scheduled on their street on a specific date.
- **FOIA Assistance:** Provide assistance with Freedom of Information Act requests.

## 7. Financial Considerations

**Estimated HDL Cost:**

- **Current Quote:** Approximately $47,000 annually.
- **Additional Services:** The current quote is expected to increase because short-term rental administration and court payment plan collections have not been calculated.
- **Software Savings:** the City anticipates savings of approximately $7,000 annually in software cost.
- **Payment Processing Fees:** Pass credit card processing fees on to the customer.

**Cost of an In-House Collections Clerk:**

- **Estimated Annual Salary and Benefits:** Approximately $80,000.
- This cost would cover one employee and would not provide the full range of technology, auditing, skip-tracing, administrative support, and collection resources available through HDL.

## 8. Overall Benefits to the City

- **Expanded Revenue Collection:** Improve the City's ability to identify delinquent accounts, enforce compliance, and collect taxes and fees owed.
- **Increased Compliance:** Strengthen oversight of businesses, contractors, hotel/motel operators, and short-term rental operators.
- **Improved Court Collections:** Addresses more than $100,000 in delinquent court payment plans through additional collection resources.
- **Greater Efficiency:** Reduce administrative demands on City staff through outsourced processing, reporting, and follow up.
- **Enhanced Customer Service:** Offer convenient online services while maintaining a business-friendly approach.
- **Technology and Reporting:** Access a centralized database and reporting capabilities to support both revenue collection and community outreach.
- **Potential Cost Savings:** Reduce software expenses and avoid the cost of hiring a full-time collections clerk while gaining a broader range of services.

## Conclusion

HDL offers the city an opportunity to expand administrative capacity, strengthen revenue collection and compliance, and improve customer service across multiple revenue programs. Although the final contract costs will exceed the current $47,000 quote if additional services are included, the anticipated software savings and cost of an in-house collections clerk provide important financial comparisons. HDL’s broader resources and technology may provide the City with substantially greater capabilities than a single additional employee could provide.

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2146: Payment of Bills - November 16, 2026

**ATTACHMENTS:**

- GEN FUND COUNCIL REPORT 2026-11-16.pdf
- PARKS N REC COUNCIL REPORT 2026-11-16.pdf
- CAPITAL RESERVE COUNCIL REPORT 2026-11-16.pdf

# Expense Approval Report

Charles Town, WV

By Fund

Post Dates 11/3/2026 - 11/13/2026

| Vendor Name | Payable Numbe | Post Date | Description (Item) | Account Number | | Amount |
|---|---|---|---|---|---|---|
| **Fund: 001 - GENERAL FUND** | | | | | | |
| POTOMAC EDISON COMPANY | INV0003089 | 11/03/2026 | Sept 26 PD & CTUB Electricity | 001-114-020 | | 1966.22 |
| US BANK | INV0003087 | 11/04/2026 | Oct 26 AP Pcard Payment | 001-201-110 | | 20306.10 |
| WV STATE TREASURER'S OFFI | INV0003112 | 11/06/2026 | Oct 26 Municipal Court Fees | 001-201-050 | | 3686.47 |
| US BANK | INV0003150 | 11/09/2026 | Oct 26 Fleet Pcard Payment | 001-201-110 | | 8724.66 |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 Employee PEIA Insurance Contribution | 001-225-000 | | 5148.42 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 Employee RHBT Contribution | 001-225-000 | | 247.80 |
| CINDY REZMER | INV0003263 | 11/13/2026 | Duplicate COBRA Payment Aug 26 | 001-225-000 | | 68.99 |
| UNITED WAY OF THE EASTERN | INV0003264 | 11/13/2026 | Oct 26 Teen Court Fees | 001-201-070 | | 315.00 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 Employee Dental Insurance Contributions | 001-225-010 | | 606.23 |
| | | | | | | **41069.89** |
| **Department: 402 - ECONOMIC DEVELOPMENT** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 ED PEIA Insurance Contribution | 001-402-105 | | 687.08 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 ED RHBT Contribution | 001-402-111 | | 50.15 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 ED Dental Insurance Contribution | 001-402-105 | | 94.91 |
| | | | | | **Department 402 - ECONOMIC DEVELOPMENT Total:** | **832.14** |
| **Department: 412 - CITY MANAGER'S OFFICE** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 CMO PEIA Insurance Contribution | 001-412-105 | | 1.98 |
| Pracademic Partners LLC | 1227 | 11/13/2026 | City Manager Search- Executive Search/Talent Acqui | 001-412-223 | | 13750.00 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 CMO Dental Insurance Contribution | 001-412-105 | | 50.11 |
| | | | | | **Department 412 - CITY MANAGER'S OFFICE Total:** | **13802.09** |
| **Department: 413 - TREASURER'S OFFICE** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 TR PEIA Insurance Contribution | 001-413-105 | | 1376.14 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 TR RHBT Contribution | 001-413-111 | | 100.30 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 TR Dental Insurance Contribution | 001-413-105 | | 402.28 |
| | | | | | **Department 413 - TREASURER'S OFFICE Total:** | **1878.72** |
| **Department: 415 - CITY CLERK'S OFFICE** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 CK PEIA Insurance Contribution | 001-415-105 | | 1523.48 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 CK RHBT Contribution | 001-415-111 | | 50.15 |
| WV MUNICIPAL LEAGUE | INV0003283 | 11/13/2026 | Municipal Court Training 10/26 J. Sales | 001-415-221 | | 250.00 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 CK Dental Insurance Contribution | 001-415-105 | | 124.86 |
| | | | | | **Department 415 - CITY CLERK'S OFFICE Total:** | **1948.49** |
| **Department: 416 - POLICE JUDGE'S OFFICE** | | | | | | |
| WV MUNICIPAL LEAGUE | INV0003282 | 11/13/2026 | Municipal Court Training 10/26 J. Nissel | 001-416-221 | | 125.00 |
| WV MUNICIPAL LEAGUE | INV0003290 | 11/13/2026 | B. Meredith Oct 26 Municipal Court Training | 001-416-221 | | 125.00 |
| | | | | | **Department 416 - POLICE JUDGE'S OFFICE Total:** | **250.00** |

| Vendor Name | Payable Numbe | Post Date | Description (Item) | Account Number | | Amount |
|---|---|---|---|---|---|---|
| **Department: 417 - CITY ATTORNEY** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 CA PEIA Insurance Contribution | 001-417-105 | | 1.98 |
| BOWLES RICE LLP | 1267185 | 11/13/2026 | TIF District Attorney Services Thru 10/31 | 001-417-223 | | 525.00 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 CA Dental Insurance Contribution | 001-417-105 | | 122.73 |
| | | | | | **Department 417 - CITY ATTORNEY Total:** | **649.71** |
| **Department: 425 - ENFORCEMENT AGENCY** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 CE PEIA Insurance Contribution | 001-425-105 | | 687.08 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 CE RHBT Contribution | 001-425-111 | | 50.15 |
| SOUTH CENTRAL PLANNING & | 27T-703 | 11/13/2026 | Oct 26 Vacant Building Module | 001-425-230 | | 250.00 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 CE Dental Insurance Contribution | 001-425-105 | | 81.66 |
| | | | | | **Department 425 - ENFORCEMENT AGENCY Total:** | **1068.89** |
| **Department: 436 - BUILDING INSPECTION** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 BI PEIA Insurance Contribution | 001-436-105 | | 1.98 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 BI Dental Insurance Contribution | 001-436-105 | | 141.00 |
| | | | | | **Department 436 - BUILDING INSPECTION Total:** | **142.98** |
| **Department: 437 - PLANNING & ZONING** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 PZ PEIA Insurance Contribution | 001-437-105 | | 3734.04 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 PZ RHBT Contribution | 001-437-111 | | 150.45 |
| SOUTH CENTRAL PLANNING & | 27T-703 | 11/13/2026 | Oct 26 Permitting Module, GIS Integration | 001-437-222 | | 730.00 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 PZ Dental Insurance Contribution | 001-437-105 | | 247.66 |
| | | | | | **Department 437 - PLANNING & ZONING Total:** | **4862.15** |
| **Department: 440 - CITY HALL** | | | | | | |
| POTOMAC EDISON COMPANY | INV0003113 | 11/05/2026 | Oct 26 2nd Floor RH Electricity | 001-440-213 | | 195.94 |
| POTOMAC EDISON COMPANY | INV0003114 | 11/05/2026 | Oct 26 CWHall Electricity Service | 001-440-213 | | 864.00 |
| POTOMAC EDISON COMPANY | INV0003118 | 11/05/2026 | Oct 26 Visitor Center Electricity | 001-440-213 | | 1350.36 |
| HIRE LEVEL HCM INC | 0000178831 | 11/06/2026 | 11/6/2026 GF PAYROLL SERVICES | 001-440-230 | | 283.06 |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 CH PEIA Insurance Contribution | 001-440-105 | | 1.98 |
| TEK ADVISORS | 4199 | 11/13/2026 | Oct 26 Tech Service | 001-440-230 | | 9917.08 |
| FIRST-CITIZENS BANK & TRUS | 150053340 | 11/13/2026 | Nov 26 CH 3rd Floor Copier | 001-440-219 | | 110.00 |
| SUSTAINABLE STRATEGIES DC | 5250 | 11/13/2026 | Oct 26 Grant Retainer | 001-440-230 | | 5000.00 |
| GRIFFITH ENERGY SERVICES, II | 58573 | 11/13/2026 | CH Oil Delivery 10/28 | 001-440-213 | | 964.76 |
| KONICA MINOLTA BUSINESS S | 820103261 | 11/13/2026 | Nov 26 CH Webex Service | 001-440-211 | | 442.36 |
| MILLENIUM INSURANCE GROU | COC 12.2026 | 11/13/2026 | Dec 26 Broker Retainer | 001-440-223 | | 1800.00 |
| FRONTIER COMMUNICATIONS | INV0003259 | 11/13/2026 | Nov 26 RH Alarm Service | 001-440-211 | | 90.78 |
| PITNEY BOWES BANK INC PUR | INV0003272 | 11/13/2026 | Oct 26 Postage Refill | 001-440-218 | | 806.75 |
| FRONTIER COMMUNICATIONS | INV0003278 | 11/13/2026 | Nov 26 CWHall Alarm #1 | 001-440-211 | | 96.68 |
| FRONTIER COMMUNICATIONS | INV0003284 | 11/13/2026 | Nov 26 RH Fire Alarm #1&2 Service | 001-440-211 | | 252.17 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 CH Dental Insurance Contribution | 001-440-105 | | 81.15 |
| WV MUNICIPAL LEAGUE | INV0003289 | 11/13/2026 | S Galleher Oct 26 Municipal Court Training | 001-440-221 | | 250.00 |
| | | | | | **Department 440 - CITY HALL Total:** | **22507.07** |

| Vendor Name | Payable Numbe | Post Date | Description (Item) | Account Number | | Amount |
|---|---|---|---|---|---|---|
| **Department: 444 - CONT/TRNSFR 2 OTHR FUNDS** | | | | | | |
| Gary Nathan Smith | INV0003265 | 11/13/2026 | Fip 26-02 Smith 200 W Washington St. | 001-444-568 | | 5000.00 |
| | | | | | **Department 444 - CONT/TRNSFR 2 OTHR FUNDS Total:** | **5000.00** |
| **Department: 571 - PARKING** | | | | | | |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 PK PEIA Insurance Contribution | 001-571-105 | | 687.08 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 PK RHBT Contribution | 001-571-111 | | 50.15 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 PK Dental Insurance Contribution | 001-571-105 | | 65.97 |
| | | | | | **Department 571 - PARKING Total:** | **803.20** |
| **Department: 700 - POLICE DEPARTMENT** | | | | | | |
| POTOMAC EDISON COMPANY | INV0003089 | 11/03/2026 | Sept 26 PD & CTUB Electricity | 001-700-213 | | 3992.01 |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 PD PEIA Insurance Contribution | 001-700-105 | | 15610.78 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 PD RHBT Contribution | 001-700-111 | | 802.40 |
| George Joseph Bradley | 1020 | 11/13/2026 | Polygraph Service 11/02 | 001-700-223 | | 500.00 |
| George Joseph Bradley | 1022 | 11/13/2026 | Polygraph Service | 001-700-223 | | 500.00 |
| MCKINNEY'S AUTO REPAIR & | 111520 | 11/13/2026 | Car#15 WV Inspection | 001-700-217 | | 19.00 |
| MOTOROLA SOLUTIONS, INC. | 1411288839 | 11/13/2026 | Dec 26 In-Car Video Manager Software | 001-700-353 | | 29.79 |
| WINCHESTER PSYCHOLOGICA | 20261104-01 | 11/13/2026 | Pereira Pre-employment Psychological Evaluation | 001-700-223 | | 500.00 |
| WINCHESTER PSYCHOLOGICA | 20261104-02 | 11/13/2026 | Humpal Pre-employment Psychological Evaluation | 001-700-223 | | 500.00 |
| JEFFERSON COUNTY EMERGEI | 673 | 11/13/2026 | Aug 26 CAD/Mobile Data & Cradlepoint Devices | 001-700-213 | | 653.59 |
| KONICA MINOLTA BUSINESS S | 820103261 | 11/13/2026 | Nov 26 PD Webex Service | 001-700-211 | | 509.47 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 PD Dental Insurance Contribution | 001-700-105 | | 2038.67 |
| BOLAND TRANE SERVICES INC | MCC00143204 | 11/13/2026 | Nov 26 PD HVAC Service | 001-700-230 | | 471.00 |
| | | | | | **Department 700 - POLICE DEPARTMENT Total:** | **26126.71** |
| **Department: 750 - STREETS & HIGHWAYS** | | | | | | |
| POTOMAC EDISON COMPANY | INV0003115 | 11/05/2026 | Oct 26 Depot District #3 | 001-750-213 | | 11.02 |
| POTOMAC EDISON COMPANY | INV0003116 | 11/05/2026 | Oct 26 Depot District # 2 | 001-750-213 | | 11.31 |
| POTOMAC EDISON COMPANY | INV0003117 | 11/05/2026 | Oct 26 Depot District Electricity #1 | 001-750-213 | | 11.02 |
| POTOMAC EDISON COMPANY | INV0003119 | 11/05/2026 | Oct 26 Crosswinds Electricity | 001-750-213 | | 183.06 |
| PEIA | INV0003148 | 11/12/2026 | Nov 26 MD PEIA Insurance Contribution | 001-750-105 | | 3460.62 |
| PEIA | INV0003149 | 11/12/2026 | Nov 26 MD RHBT Contribution | 001-750-111 | | 150.45 |
| LYLE C TABB & SONS, INC. | 2026 10 171 | 11/13/2026 | Oct 26 Box Rental | 001-750-230 | | 675.00 |
| S&K ENTERPRISES, LLC | 2354 | 11/13/2026 | Evitts Run Maple Tree Removal | 001-750-230 | | 1800.00 |
| S&K ENTERPRISES, LLC | 2355 | 11/13/2026 | JMP Tree Removal X 4 by Pool | 001-750-230 | | 4200.00 |
| SUN LIFE | INV0003287 | 11/13/2026 | Dec 26 MD Dental Insurance Contribution | 001-750-105 | | 325.92 |
| | | | | | **Department 750 - STREETS & HIGHWAYS Total:** | **10828.40** |
| **Department: 901 - VISITORS CENTER** | | | | | | |
| JEFFERSON COUNTY CONVEN | INV0003276 | 11/13/2026 | Oct 26 Hotel/Motel Revenues | 001-901-567 | | 7005.72 |
| | | | | | **Department 901 - VISITORS CENTER Total:** | **7005.72** |

| Vendor Name | Payable Numbe | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Department: 903 - FAIR ASSOC/FESTIVAL** | | | | | |
| WASHINGTON HIGH SCHOOL ! | INV0003262 | 11/13/2026 | 26 Car Show Proceed | 001-903-568 | 300.00 |
| | | | | **Department 903 - FAIR ASSOC/FESTIVAL Total:** | **300.00** |
| | | | | **Fund 001 - GENERAL FUND Total:** | **139076.16** |
| **Fund: 200 - CAPITAL RESERVE** | | | | | |
| **Department: 975 - GENERAL GOVERNMENT** | | | | | |
| TEK ADVISORS | 4199 | 11/13/2026 | Oct 26 Mayor's New Laptop | 200-975-459 | 2936.95 |
| | | | | **Department 975 - GENERAL GOVERNMENT Total:** | **2936.95** |
| | | | | **Fund 200 - CAPITAL RESERVE Total:** | **2936.95** |
| **Fund: 207 - PARKS & REC** | | | | | |
| **Department: 900 - PARKS & REC** | | | | | |
| TEK ADVISORS | 4199 | 11/13/2026 | Oct 26 JMP Pool Tech Service | 207-900-230 | 47.50 |
| | | | | **Department 900 - PARKS & REC Total:** | **47.50** |
| | | | | **Fund 207 - PARKS & REC Total:** | **47.50** |
| | | | | **Grand Total:** | **142060.61** |

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 001 - GENERAL FUND | 139076.16 |
| 200 - CAPITAL RESERVE | 2936.95 |
| 207 - PARKS & REC | 47.5 |
| **Grand Total:** | **142060.61** |

## Account Summary

| Account | Account Name | Payment Amount |
|---|---|---|
| 001-114-020 | DUE FROM WATER DEPT | 1966.22 |
| 001-201-050 | State Court Fees Payable | 3686.47 |
| 001-201-070 | TEEN COURT FEES PAYABLE | 315.00 |
| 001-201-110 | PCARD PAYABLE | 29030.76 |
| 001-225-000 | Insurance Contributions Payabl | 5465.21 |
| 001-225-010 | Dental & Vision Payable | 606.23 |
| 001-402-105 | ECONOMIC DEV - GROUP INSURANCE | 781.99 |
| 001-402-111 | ECONOMIC DEV - OPEB | 50.15 |
| 001-412-105 | CMO Group Insurance | 52.09 |
| 001-412-223 | CMO Professional Services | 13750.00 |
| 001-413-105 | TREAS Group Insurance | 1778.42 |
| 001-413-111 | TREAS OPEB Other | 100.30 |
| 001-415-105 | CLERK Group Insurance | 1648.34 |
| 001-415-111 | CLERK OPEB | 50.15 |
| 001-415-221 | CLERK Training & Education | 250.00 |
| 001-416-221 | PJO Training | 250.00 |
| 001-417-105 | ATTORNEY INSURANCE | 124.71 |
| 001-417-223 | ATTORNEY Professional Services | 525.00 |
| 001-425-105 | ENFORCEMENT AG - GROUP INSURAN | 768.74 |
| 001-425-111 | ENFORCEMENT AG - OPEB | 50.15 |
| 001-425-230 | EA Contracted Services | 250.00 |
| 001-436-105 | BI Group Insurance | 142.98 |
| 001-437-105 | P&Z Group Insurance | 3981.70 |
| 001-437-111 | P&Z OPEB | 150.45 |
| 001-437-222 | P&Z Dues & Subscriptions | 730.00 |
| 001-440-105 | CH Group Insurance | 83.13 |
| 001-440-211 | CH Telephone | 881.99 |
| 001-440-213 | CH Utilities | 3375.06 |
| 001-440-218 | CH Postage | 806.75 |
| 001-440-219 | CH Buildings & Equipment Rents | 110.00 |
| 001-440-221 | CH Training & Education | 250.00 |
| 001-440-223 | CH Professional Services | 1800.00 |
| 001-440-230 | CH Contracted Services | 15200.14 |

## Account Summary

| Account | Account Name | Payment Amount |
|---|---|---|
| 001-444-568 | COMMUNITY CONTRIBUTIONS/TRANSFERS | 5000.00 |
| 001-571-105 | PARKING Group Insurance | 753.05 |
| 001-571-111 | PARKING OPEB | 50.15 |
| 001-700-105 | PD GROUP INSURANCE | 17649.45 |
| 001-700-111 | PD OPEB | 802.40 |
| 001-700-211 | PD TELEPHONE | 509.47 |
| 001-700-213 | PD UTILITIES | 4645.60 |
| 001-700-217 | PD R&M AUTO | 19.00 |
| 001-700-223 | PD PROFESSIONAL SERVICES | 2000.00 |
| 001-700-230 | PD CONTRACTED SERVICES | 471.00 |
| 001-700-353 | PD COMPUTER SOFTWARE/TECH | 29.79 |
| 001-750-105 | STREETS GROUP INSURANCE | 3786.54 |
| 001-750-111 | STREETS OPEB | 150.45 |
| 001-750-213 | STREETS UTILITIES | 216.41 |
| 001-750-230 | STREETS CONTRACTED SERVICES | 6675.00 |
| 001-901-567 | VISITOR CTR CONTRIBUTIONS | 7005.72 |
| 001-903-568 | FAIR/FEST CONTRIBUTIONS/TRANS | 300.00 |
| 200-975-459 | Gen Gov Capital Outlay-Technol | 2936.95 |
| 207-900-230 | CONTRACTED SERVICES | 47.50 |
| | **Grand Total:** | **142060.61** |

## Project Account Summary

| Project Account Ke | Payment Amount |
|---|---|
| **None** | 142060.61 |
| **Grand Total:** | **142060.61** |

# Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

# Expense Approval Report

Charles Town, WV

By Fund

Post Dates 11/3/2026 - 11/13/2026

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | | Amount |
|---|---|---|---|---|---|---|
| **Fund: 207 - PARKS & REC** | | | | | | |
| **Department: 900 - PARKS & REC** | | | | | | |
| POTOMAC EDISON COMPANY | INV0003088 | 11/03/2026 | Sept 26 JMP Restroom Electricity | 207-900-213 | | 10.31 |
| POTOMAC EDISON COMPANY | INV0003088 | 11/03/2026 | Sept 26 EVR Lights Electricity | 207-900-213 | | 10.42 |
| POTOMAC EDISON COMPANY | INV0003088 | 11/03/2026 | Sept 26 EVR Restroom Electricity | 207-900-213 | | 16.75 |
| POTOMAC EDISON COMPANY | INV0003088 | 11/03/2026 | Oct 26 JMP Lights Electricity | 207-900-213 | | 32.11 |
| POTOMAC EDISON COMPANY | INV0003088 | 11/03/2026 | Sept 26 JMP Pool Electricity | 207-900-213 | | 726.26 |
| POTOMAC EDISON COMPANY | INV0003147 | 11/06/2026 | Oct 26 JMP Electricity Service | 207-900-213 | | 12.09 |
| CBP ENTERPRISES | 17141 | 11/12/2026 | Oct 26 Evitts Run Mowing Service | 207-900-230 | | 765.00 |
| CBP ENTERPRISES | 17142 | 11/12/2026 | Oct 26 Happy Retreat Mowing Service | 207-900-230 | | 1005.00 |
| CBP ENTERPRISES | 17143 | 11/12/2026 | Oct 26 Cragi Hill Mowing Service | 207-900-230 | | 750.00 |
| CBP ENTERPRISES | 17144 | 11/12/2026 | Oct 26 JMP Mowing Service | 207-900-230 | | 930.00 |
| CBP ENTERPRISES | 17145 | 11/12/2026 | Oct 26 Willingham Knolls Mowing Service | 207-900-230 | | 810.00 |
| | | | | | **Department 900 - PARKS & REC Total:** | **5067.94** |
| | | | | | **Fund 207 - PARKS & REC Total:** | **5067.94** |
| | | | | | **Grand Total:** | **5067.94** |

# Report Summary

## Fund Summary

| Fund | | yment Amount |
|---|---|---|
| 207 - PARKS & REC | | 5067.94 |
| | **Grand Total:** | **5067.94** |

## Account Summary

| Accoun | Account Name | | yment Amount |
|---|---|---|---|
| 207-900-213 | UTILITIES | | 807.94 |
| 207-900-230 | CONTRACTED SERVICES | | 4260.00 |
| | | **Grand Total:** | **5067.94** |

## Project Account Summary

| Project Account Ke | | yment Amount |
|---|---|---|
| **None** | | 5067.94 |
| | **Grand Total:** | **5067.94** |

# Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

# Expense Approval Report

Charles Town, WV

By Fund

Payment Dates 11/13/2026 - 11/13/2026

| Vendor Name | Payable Numbe | Post Date | Description (Item) | Account Numbe | | Amount |
|---|---|---|---|---|---|---|
| **Fund: 200 - CAPITAL RESERVE** | | | | | | |
| **Department: 976 - PUBLIC SAFETY** | | | | | | |
| MOTOROLA SOLUTIONS, INC. | 8282423691 | 11/12/2026 | New Body Cams X 19 | 200-976-460 | | 20938.76 |
| MOTOROLA SOLUTIONS, INC. | 8282428513 | 11/12/2026 | Car#13 Radio Antenna Accessories | 200-976-459 | | 54.36 |
| MOTOROLA SOLUTIONS, INC. | 8282429562 | 11/12/2026 | Car#13 In-Car Radio | 200-976-459 | | 4814.01 |
| MOTOROLA SOLUTIONS, INC. | 8282431823 | 11/12/2026 | Car#13 Radio Replacement | 200-976-459 | | 7753.76 |
| | | | | | **Department 976 - PUBLIC SAFETY Total:** | **33560.89** |
| **Department: 977 - STREETS & TRANSPORTATION** | | | | | | |
| GREENWAY ENGINEERING, IN | 65543 | 11/12/2026 | 10/18/26 Liberty Drainage Const. Admini | 200-977-461 | | 57.50 |
| GARLAND/DBS INC | INV0003251 | 11/12/2026 | Oct 26 CWHall Roof Replacement | 200-977-457 | | 10220.58 |
| | | | | | **Department 977 - STREETS & TRANSPORTATION Total:** | **10278.08** |
| | | | | | **Fund 200 - CAPITAL RESERVE Total:** | **43838.97** |
| | | | | | **Grand Total:** | **43838.97** |

# Report Summary

## Fund Summary

| Fund | yment Amount |
|---|---|
| 200 - CAPITAL RESERVE | 43838.97 |
| **Grand Total:** | **43838.97** |

## Account Summary

| Account I | Account Name | yment Amount |
|---|---|---|
| 200-976-459 | Pub Safety Cap Outlay Vehicles | 12622.13 |
| 200-976-460 | Pub Safety CapOutlay Equipment | 20938.76 |
| 200-977-457 | Streets Cap Outlay Buildings | 10220.58 |
| 200-977-461 | STREETS & TRANS. - SW PROJECT | 57.50 |
| **Grand Total:** | | **43838.97** |

## Project Account Summary

| Project Account Ke | yment Amount |
|---|---|
| **None** | 43838.97 |
| **Grand Total:** | **43838.97** |

# Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Information Only
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2158: General Fund Expense Report - Table Drop November 2, 2026

**ATTACHMENTS:**

- 11-02-25 GEN FUND Marlin Leasing.pdf

# Expense Approval Report

Charles Town, WV

By Fund

Payment Dates 11/2/2026 - 11/2/2026

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | | Amount |
|---|---|---|---|---|---|---|
| **Fund: 001 - GENERAL FUND** | | | | | | |
| **Department: 440 - CITY HALL** | | | | | | |
| MARLIN LEASING CORPORATI | 42807494 | 11/02/2026 | Oct 26 CH 2nd Flr Copier Lease | 001-440-219 | | 104.54 |
| MARLIN LEASING CORPORATI | 42968098 | 11/02/2026 | Oct 26 CH 2nd Flr Copier & PD Copr Lease Late | 001-440-219 | | 50.03 |
| MARLIN LEASING CORPORATI | 42968098 | 11/02/2026 | Nov 26 CH 2nd Flr Copier Lease | 001-440-219 | | 574.59 |
| | | | | | **Department 440 - CITY HALL Total:** | **729.16** |
| **Department: 700 - POLICE DEPARTMENT** | | | | | | |
| MARLIN LEASING CORPORATI | 42807494 | 11/02/2026 | Oct26 PD Copier Lease | 001-700-219 | | 454.75 |
| MARLIN LEASING CORPORATI | 42968098 | 11/02/2026 | Nov 26PD Copier Lease | 001-700-219 | | 348.82 |
| | | | | | **Department 700 - POLICE DEPARTMENT Total:** | **803.57** |
| | | | | | **Fund 001 - GENERAL FUND Total:** | **1532.73** |
| | | | | | **Grand Total:** | **1532.73** |

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 001 - GENERAL FUND | 1532.73 |
| **Grand Total:** | **1532.73** |

## Account Summary

| Accoun | Account Name | Payment Amount |
|---|---|---|
| 001-440-219 | CH Buildings & Equipment Rents | 729.16 |
| 001-700-219 | PD BLDG & EQUIPMENT RENTAL | 803.57 |
| | **Grand Total:** | **1532.73** |

## Project Account Summary

| Project Account I | Payment Amount |
|---|---|
| **None** | 1532.73 |
| **Grand Total:** | **1532.73** |

# Authorization Signatures

. COUNCIL MEMBER

. COUNCIL MEMBER

**City Council**
101 East Washington Street
Charles Town, WV 25414

Meeting: 11/16/26
Department: City Council
Category: Information Only
Initiator:

**SCHEDULED**

**AGENDA ITEM (ID # )**

## 2026-2159: Resolution Supporting the Expansion of the Shenandoah Valley Battlefields National Historic District to Include Jefferson County, West Virginia

**ATTACHMENTS:**

- 2026-009 - Resolution Supporting the Expansion of the Shenandoah Velley Battlefields National Historic District to Include Jefferson County, West Virginia.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 SUPPORTING THE EXPANSION OF THE SHENANDOAH VALLEY BATTLEFIELDS NATIONAL HISTORIC DISTRICT TO INCLUDE JEFFERSON COUNTY, WEST VIRGINIA

**WHEREAS,** the City of Charles Town, WV recognizes the profound historical significance of Jefferson County, West Virginia, and its central role in the events of the American Civil War, which shaped the history, communities, and landscape of the Eastern Panhandle; and

**WHEREAS**, Jefferson County's strategic location at the northern entrance to the Shenandoah Valley placed its communities at the crossroads of military campaigns that profoundly influenced the course of the Civil War and the history of the nation; and

**WHEREAS**, Jefferson County experienced extensive military activity throughout the Civil War including military occupations, battles, skirmishes, and strategic maneuvers by both Union and Confederate forces; and

**WHEREAS**, the City of Charles Town recognizes the importance of preserving and interpreting the historical events, people, and places associated with this period, including the City's own significant historical resources, such as the Jefferson County Courthouse, associated with the trial of John Brown following his 1859 raid on Harpers Ferry, as well as historic buildings, streetscapes, and commercial districts that reflect the region's rich and complex history; and

**WHEREAS**, the preservation and interpretation of Civil War related historic sites provide opportunities to educate residents and visitors, preserve the historical integrity of local communities, and ensure the stories and lessons of this defining period in American history remain accessible to future generations; and

**WHEREAS**, the Shenandoah Valley Battlefields National Historic District was established to support the preservation and interpretation of significant Civil War battlefields and related historical sites throughout the Shenandoah Valley, and has developed a regional approach to historic preservation, public interpretation, visitor services and heritage tourism; and

**WHEREAS**, the proposed expansion of the Shenandoah Valley Battlefields National Historic District to include Jefferson County and the Eastern Panhandle of West Virginia would connect the region's Civil War history with the broader story of the Shenandoah Valley during the war, recognizing the geographic, historical, and cultural connections that extend across state boundaries; and

**WHEREAS**, inclusion in the expanded district would create opportunities for increased regional collaboration, broader tourism marketing, coordinated interpretation, and greater public awareness of Jefferson County's historic resources, benefiting Charles Town and the surrounding communities; and

**WHERAS**, the proposed Shenandoah Valley Battlefields National Historic District Boundary Expansion may provide additional opportunities for eligible historic sites, including resources that are currently unprotected or lack formal interpretation, to receive greater recognition and consideration for preservation, partnership, and potential funding;

**NOW, THEREFORE, BE IT RESOLVED,** the Charles Town City Council urges the United State Congress to support the expansion of the Shenandoah Valley Battlefields National Historic District to include Jefferson County, West Virginia.

Adopted the 2nd day of November 2026.

Attest:

Micheal George
Mayor

Carolyn Vezzosi
Deputy City Clerk